

**DISTRICT EDUCATION OFFICE, BALANGIR**  
(DISTRICT PROJECT MANAGEMENT UNIT, MID DAY MEAL)



**DETAILED TENDER NOTICE  
FOR ENGAGEMENT OF TRANSPORTING AGENT  
FOR ONE YEAR  
UNDER MID-DAY MEAL PROGRAMME,  
BALANGIR DISTRICT**

Name of the Transporting Agent:- \_\_\_\_\_

Address of the Transporting Agent: \_\_\_\_\_

Contact No. \_\_\_\_\_

E- Mail ID. \_\_\_\_\_

- |   |   |
|---|---|
| ✓ Date of Commencement of sale of the Tender Document | :- Dt.13.09.2021                                |
| ✓ Cost of Tender Paper (Non-Refundable)               | :- Rs.10,000/-                                  |
| ✓ Last Date of sale of Tender Document                | :- 04.10.2021                                   |
| ✓ Last Date & Time of Receipt of Tender documents     | :- 04.10.2021<br>till 05 .00 pm.                |
| ✓ Mode of Receipt of Tender Documents                 | :- Regd. Post or<br>Speed Post only.            |
| ✓ Date & Time Opening of Tender Documents             | :- Dt.05.10.2021<br>at 4.30 p.m                 |
| ✓ Venue for Opening of Tender Documents               | :- Conference Hall<br>of Collectorate, Balangir |

**DISTRICT EDUCATION OFFICE, BALANGIR,**  
**(DISTRICT PROJECT MANAGEMENT UNIT, MID DAY MEAL)**  
**No. 323/MDM Dt. 06.09.2021**

**SHORT TENDER CALL NOTICE.**

Sealed tender are invited in the prescribed from the intending **individual / firm / Agents** having valid agent's license for Sub-division-wise transportation of food stuff under MDM feeding programme from RRC-cum-DRC godowns / OSWC godowns / RMC godowns of Balangir District to the WSHG at the designated school points / SHG points or as instructed from time to time without transit for one year. The detailed tender papers and documents can be obtained from the District Project Management Unit, MDM, which is functioning in the Office of the District Education Officer, Balangir on payment of Rs.10,000/- (Rupees ten thousand) only in shape of Demand Draft in favour of the "District Education Officer-cum-District Nodal Officer, District Project Management Unit, MDM, Balangir". The details of the Tender notice and other documents are available in Office website <http://balangir.nic.in> of Balangir District.

**Date of Commencement of sale of the Tender Document :- 13.09.2021**  
**Last Date of sale of Tender Document :- 04.10.2021**  
**Last Date & Time of Receipt of Tender Documents :- 04.10.2021 till 5.00 p.m**  
**Date & Time Opening of Tender Documents :- 05.10.2021 at 4.30 p.m**  
**Venue for Opening of Tender Documents :- Conference Hall of  
Collectorate, Balangir**

Notwithstanding anything contained to the contrary in the tender document, the undersigned reserves the right to cancel/modify the "invitation for Bids" or to reject any or all of the bids or cancel the entire tender process without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision.

Sd/-  
**COLLECTOR,  
BALANGIR.**

**DISTRICT EDUCATION OFFICE, BALANGIR,**  
(DISTRICT PROJECT MANAGEMENT UNIT, MID DAY MEAL),  
**TENDER CALL NOTICE FOR TRANSPORTATION OF FOOD STUFF UNDER MDM PROGRAMME IN  
DIFFERENT BLOCKS OF BALANGIR DISTRICT FOR ONE YEAR.**

**No.324 /DPMU, Dt.07.09.2021**

1. Collector, Balangir invites Sub-division wise Tender from intending Individuals / Firms / Transport Contractor(s) / Agents eligible as per the conditions specified in the Tender document, for transportation of food stuff under MDM programme from RRC-cum-DRC godowns / OSWC godowns / RMC godowns of Balangir District to the WSHG at the designated school points / SHG points or as instructed from time to time without transit for one year.
2. Tender papers required for the Tender can be obtained from the Office of the DPMU, MDM, Balangir functioning in the Office of the District Education Officer, Balangir on payment of **Rs.10,000/-** (Rupees Ten Thousand) only (non-refundable) in shape of Demand Draft in favour of "**District Education Officer-cum-District Nodal Officer, District Project Management Unit, MDM, Balangir**" on any working day from the date of publication of this notice till dt. 04.10.2021 during office hour. Tender can also be obtained from Web Site <http://balangir.nic.in> of Balangir District.
3. Tender documents shall be submitted as per its terms and conditions through **Registered / Speed Post** only so as to reach the Office of the District Education Officer, DPMU, MDM, Balangir by 05 P.M of dt. 04.10.2021 Tender documents submitted in any other mode will not be entertained.
4. Tender papers must be accompanied with the money receipt / D.D and other relevant documents as mentioned in the form. Failure to comply the instructions specified there on or non submission of any of the documents specified, the bid shall summarily be rejected.
5. Tender shall be opened by the Tender Committee on dt. 05.10.2021 at 04.30 p.m under the Chairmanship of the Collector, Balangir.
6. Undersigned reserves the right to allow the tender or to reject the entire tender documents without assigning any reason thereof.
7. Details of this Tender is also available in our official website <http://balangir.nic.in>.

Sd/-  
**COLLECTOR, BALANGIR.**

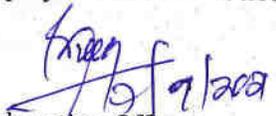
Memo No. 325 /Dt. 07.09.2021

Copy alongwith a set of documents of tender papers forwarded to the DIO, NIC, Balangir for information and necessary action with a request to hoist the tender notice with its enclosures in the website of Balangir District.

  
District Education Officer-cum-  
District Nodal Officer,  
DPMU,MDM, Balangir

Memo No. 326 /Dt. 07.09.2021

Copy submitted to the Collector, Balangir / Project Director, DRDA, Balangir / All Sub-Collectors of Balangir District/ All BDOs / DSWO Balangir / Civil Supplies Officer, Balangir /RTO Balangir, for information and necessary action with a request to display the tender notice in their Office Notice Board for information of all concerned.

  
District Education Officer-cum-  
District Nodal Officer,  
DPMU,MDM, Balangir

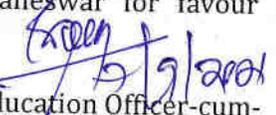
Memo No. 327 /Dt. 07.09.2021

Copy forwarded to Dist. Project Co-ordinator, SS, Balangir /All Block Education Officers of the District for information with a request to display the Tender notice in their Office Notice Board for information of all concerned.

  
District Education Officer-cum-  
District Nodal Officer,  
DPMU,MDM, Balangir

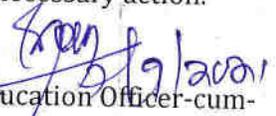
Memo No. 328 /Dt. 07.09.2021

Copy submitted to the State Nodal Officer, MDM, Bhubaneswar for favour of kind information and necessary action.

  
District Education Officer-cum-  
District Nodal Officer,  
DPMU,MDM, Balangir

Memo No. 329 /Dt. 07.09.2021

Copy submitted to the Additional Secretary to Govt. in the Deptt. of Schools & Mass Education, Odisha, Bhubaneswar for favour of kind information and necessary action.

  
District Education Officer-cum-  
District Nodal Officer,  
DPMU,MDM, Balangir

## **SCHEDULE OF THE TENDER PROCESS**

- **The Tender will have 2 (two) parts i.e. Technical Bid and Financial Bid.**
- The tender document can either be purchased from the Office of the District Education Officer, Balangir (District Project Management Unit, MDM) on payment of **Rs.10,000/-** in shape of DD or can be downloaded from the web sites <http://balangir.nic.in>. In case the tender document has been downloaded from the websites, the Tender Document fees of Rs.10,000/- must be deposited along-with the Technical Bid in shape of DD / Banker Cheque payable at Balangir in favour of the District Education Officer-cum-District Nodal Officer, MDM, Balangir.
- Issue of Tender papers : Upto **04.10.2021** during office hours.
- Receipt of Tender papers: On or before **04.10.2021** upto 5.p.m. through **Registered / Speed Post** only.
- Opening of Tender Papers- On **05.10.2021** at **04:30 P.M.** in the Office of the Collector, Balangir in the presence of the bidders.

Notwithstanding anything contained in this tender document, Collector, Balangir reserves the right to cancel / withdraw / modify fully or partly the " Invitations for Bids" or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

### **AMENDMENT OF INVITATION:**

In case of any seeming discrepancy between the Press Advertisement, other detailed provisions of the Tender Print-document and the updated version on the web (upto **04.10.2021** till **05.....AM/PM**), the web-version shall prevail. At any time, prior to the deadline for submission of bids, Collector, Balangir reserves the right to add / modify / delete any portion of this document by issuance of an addendum, which would be published on the web-site and will also be made available to all the bidders who have indicated their intention to bid. The addendum shall be binding on all bidders.

## TECHNICAL SPECIFICATION AND SCHEDULE OF REQUIREMENT.

### A- TECHNICAL SPECIFICATIONS:-

1. The Tenderer should not be a Storage Agent / Rice Miller / Retailer of PDS rice. An **affidavit** to this effect sworn before the Executive Magistrate or the Notary along-with non-involvement in and non-pendency of any criminal offences and also about no Govt. dues pending against him must enclosed with the tender paper.
2. The Tenderer should have minimum Two trucks standing in his own name or in the name's of the bidding firm & list of minimum 1 No. of truck & 2 No. of Mini trucks on lease basis. List of such trucks along-with Uptodate documents such as RC Book etc. (**Attested Xerox copies**) shall be furnished along-with tender papers. However, the selected Tenderer may be required to hire the required no. of vehicles as and when necessary to transport the stock on the basis of requirement furnished by the Block Nodal Officers (BEO) concerned within the stipulated time.
3. The Tender paper must be accompanied with the original money receipt issued to the Tenderer at the time of purchase of tender paper or demand draft for Rs.10,000/- (in case the forms are downloaded from the internet) and all other relevant documents as specified in the tender form. In case of failure to comply the instructions specified thereon or non-submission of any of the documents specified, the tender shall be rejected summarily.
4. The details of tender paper (each page) must be signed by the Tenderer as token of acceptance of the terms and conditions.

### B- SCHEDULE OF REQUIREMENTS:

Sl. No.	Particulars.
1	Original Tender Documents.
2	Money Receipt ( <b>Original</b> ) in support of purchase of Tender Papers. <b>OR</b> DD of Rs.10,000/- payable at Balangir in favour of District Education Officer -cum- District Nodal Officer, MDM, Balangir towards cost of Tender Papers.
3	Affidavit ( <b>in Original</b> ) as required in Para-1 of Technical Specifications as above.
4	Self Attested copy valid address proof.
5	Valid Registration Certificate of the vehicles own by the bidders and to be taken on lease by the bidder certifying the on road condition of the vehicles.
6	Attested copy of Valid Sales Tax Clearance Certificate.
7	Attested copy of GST Registration and Clearance Certificate.
8	Attested copy of Latest Income Tax Return.
9	Attested copy of PAN card.
10	EMD in shape of NSC or TDR pledged in favour of the <b>Dist. Education Officer-cum-Dist. Nodal Officer, Dist. Project Management Unit, Balangir (in Original)</b> at the following rates. A. Balangir Sub Division Rs.3,00,000/- (Rupees three lakh) B. Patnagarh Sub Division Rs.3,00,000/- (Rupees three lakh) C. Titilagarh Sub Division Rs.4,00,000/- (Rupees four lakh)
11	Bank Guarantee at the following rates. A. Balangir Sub Division Rs.20,00,000/- (Rupees twenty lakh) B. Patnagarh Sub Division Rs.20,00,000/- (Rupees twenty lakh) C. Titilagarh Sub Division Rs.30,00,000/- (Rupees thirty lakh)
12	Attested Xerox copy of the Common Carrier License as per the Carriage by Road Act, 2007 and the Carriage by Road Rules, 2011.
13	Attested Xerox copy of Experience certificate, if any
14	Declaration of the Tenderer.

## INSTRUCTIONS TO BIDDERS.

1. The last date of receipt of tender paper is Dt. ~~04/10/21~~ before 5 p.m. and will be opened on Dt. ~~05/10/2021~~ at ~~04:30~~ . . a.m /p.m by the District Tender Committee on MDM under the Chairmanship of Collector, Balangir.
2. The approximate sub division wise quantity of food stuffs to be handled quarterly in the respective sub division of the district as follows:-

Balangir Sub Division.	5500 Quintal
Patnagarh Sub Division.	5100 Quintal
Titilagarh Sub Division.	6800 Quintal
3. There are two parts of the Tender Documents namely Technical Bid and Financial Bid. The bidders are required to fill out all the two parts of the Tender Document and place them in two separate sealed envelopes, which should be super-scribed as "**Tender for Engagement of Transporting Agent- Technical Bid**" and "**Tender for Engagement of Transporting Agent-Financial Bid**" respectively. These **inner** envelops should be placed in another **outer** sealed envelope and addressed to the District Education Officer-cum-District Nodal Officer, MDM, Balangir. The **outer** envelope must show the name of the Bidder, address and should be super-scribed as "**Tender for Engagement of Transporting Agent under MDM Programme for one year for ..... Sub-Division (Balangir, Patnagarh, Titilagarh)**" and should be submitted through **Registered / Speed Post** only. Tender documents submitted in any other mode will not be entertained. Telegraphic tender and conditional tender will not be accepted.
4. The sealed covers containing bids shall be opened in the presence of the tenders / their authorized representatives as per schedule of the Tender Process. One representative per Tenderer in absentia would be permitted to be present at the time of opening of tender. The **Financial Bid** of only the bidders short-listed on scrutiny of from the Technical bids as per the eligibility required in the Technical Bid shall be opened. The bids shall be opened on the schedule date and time and will be finalized by the Dist. Tender Committee even in case of absence of the Tenderers. The bidders who meet the qualitative requirements specified in the Technical Bid will only be considered for participating in the financial Bid. The technically disqualified bidders will not be entertained in the financial Bid. **No electronic recording devices will be permitted during bidding process.**
5. The bidders may either purchase bidding form from the Office of the District Education Officer, Balangir (District Project Management Unit, MDM) on payment of **Rs.10,000/-** on proper receipt or may down-load the tender document from the district website <http://balangir.nic.in>. In case the bidder submits bidding form downloaded from the website, he must furnish the tender fee of **Rs.10,000/-** along-with the Technical Bid in shape of DD payable at Balangir in favour of the District Education Officer-cum-District Nodal Officer, MDM, Balangir towards the cost of tender paper. Cheques are not acceptable and the tender documents shall be rejected in such cases on deficiency of the required document. Apart from this **EMD** (to be enclosed in the Technical Bid) as per the amount mentioned in the Schedule of Requirement.
6. The maximum rate (flat) to be quoted by the Tenderer is **Rs.75/- (Rupees Seventy Five)** only per quintal irrespective of distance. This rate is to be quoted in the Financial Bid. The rate to be quoted is inclusive of loading / unloading charges and reconstitutions of bag and inclusive of all charges, rates, taxes etc. The rates and units should be written both in words and figures in the tender. The rate quoted should be final and the Tenderers shall not be allowed to change the same under any circumstances and it should be valid for one

year. The lowest quoted rate of the eligible Tenderers will be accepted after necessary approval by the Committee.

7. Tender shall be fully in accordance with the requirement of the Terms and Conditions. Appropriate forms furnished with this tender document shall be used for filing the tender. **Incomplete, illegible and unsealed** tenders will be rejected. **Telegraphic** tenders will not be accepted and no correspondences will be made in this matter.
8. All offers should be made in English. Conditional offers and offers qualified by such vague and indefinite expression such as "**Subject to immediate acceptance**" etc. will not be considered.
9. Submitted tender forms, with **overwritten or erased or illegible rate or rates** not shown in **figures and words in English**, will be liable for rejection. In case of discrepancy between words and figures noted against each item of the tender and between unit rates and the total amount, the decision of the Tender Committee will be final and binding on the Tenderers. Corrections in the tender, if unavoidable, should be made by rewriting with dated initial of the Tenderer after scoring out the wrong entries. **Clerical and arithmetical** mistakes may result in **rejection** of the tender.
10. Request from the Tenderer in respect of additions, alterations, modifications, corrections etc. of either terms or conditions or rates after opening of the tender will not be considered.
11. Quoting of same rates by more than one Tenderer, could be construed as exceptional circumstances. In such cases, all the Tenderers who have quoted the lowest rate shall be called for negotiation and revised rate shall be obtained in the sealed cover, opened in the presence of Tenderers. Rate shall be declared basing on the revised rates obtained.
12. The vehicle should be suitable for transportation of Food grains.
13. The work is to be carried out with the due diligence and in accordance with the instructions to be issued from time to time by the Collector, Balangir / District Education Officer-cum-District Nodal Officer, DPMU, MDM, Balangir.
14. Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present tender and the bidder may be liable to be debarred from bidding for the District Administration in future for a period of three years.
15. Tenderer may submit **experience certificate**, if any, in the field of transportation of food materials in Government sponsored programme shall be given priority.

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***The Tender is liable to be rejected or the bidder is disqualified at any state on account of the following:-***

- ✓ If the bid is received by Telex/Telegram/Facsimile(Fax)/email.
- ✓ If the bidding document is not supported with the money receipt of Rs.10,000/- towards the bidding cost in case the forms is purchased from the office directly.
- ✓ If the Bidding document is not supported with Rs.10,000/- in shape of DD towards cost of tender paper if the forms is downloaded from web site.
- ✓ If the bid or its submission is not in conformity with the instruction mentioned here-in.
- ✓ If the bid is not accompanied by the requisite EMD (as per amount mentioned in the Schedule of requirement).
- ✓ If the bid is not accompanied by an attested copy of the Common Carrier License as per the Carriage by Road Act, 2007 and the Carriage by Road Rules, 2011.
- ✓ If the bid is not accompanied by an Affidavit (**in Original**) as required in para-1 of the technical specification of the Tender Paper.
- ✓ If the bid is not accompanied by valid registration certificate of the vehicles owned by the bidder and to be taken on lease by the bidder certifying the on road condition of the vehicles.
- ✓ If the bid is not accompanied by an attested copy of Valid Sales Tax Clearance Certificate & Income Tax Clearance certificate issued from competent authority.
- ✓ If it is received after the expiry of the due date and time.
- ✓ If it is incomplete and the required documents as specified in the tender documents are not furnished.
- ✓ If misleading or false statements / representations are made as part of pre-qualification requirements.
- ✓ If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced financial failures etc.

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### **FORFEITURE OF EMD.**

EMD made by the bidder may be forfeited under the following conditions.

- If the bidder withdraws the tender before the expiry of the validity period.
- During the tendering process, if a bidder indulges in any such activity as would jeopardize the tender process. The decision of Collector, Balangir regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.
- If the bidder violates any of the provisions of the terms and conditions of the tender. In the case of a successful bidder, if the bidder fails to (a) accept award of work, (b) sign the Contract Agreement with District, after acceptance of communication on placement of award, or if the bidder violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of District Administration in timely finalization of this tender. The decision of Collector regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the bidder by District Administration / Govt. of Odisha.

### **EVALUATION AND SELECTION CRITERIA:**

- The envelope containing **Technical Bids** will be opened first and evaluated based on the documents and forms submitted in the technical bid.
- The **Financial Bid** of only those bidders whose technical bid is found to be responsive as per the tender requirement will only be opened. All other financial bids will be ignored subjected to the fulfillment of the required criteria.
- The Tender Committee will judge the feasible rate of transportation to award the tender. It is not that the tender will be awarded to the bidder quotes the lowest rate, if the rate is not feasible.

## TERMS AND CONDITIONS.

1. The term Transporting Agent shall mean and include an Agent appointed by the Collector & Dist. Magistrate, Balangir for transportation of Food grain under MDM Programme of the district.
2. All the instructions, guidelines in the Tender Paper shall form part of the agreement.
3. The successful Tenderer(s) shall have to execute legal agreement with the Collector, Balangir as per the terms and conditions and the agreement form duly typed on a Non-judicial stamp paper of Rs.100/- only is to be registered at his / their own cost within seven days of intimation of acceptance of his/her Tender.
4. The Execution of agreement shall be made on furnishing the required Security Deposit and two pass-port size photograph duly attested by any Gazetted Officer.
5. If the last date for receipt / opening of tender paper happens to be holiday, Tender paper will be received / opened on the next working day following the holiday.
6. The Dist. Tender Committee reserves the right to negotiate with the L-1 Tenderer for workable rate for transportation of MDM rice.
7. The Dist. Tender Committee reserves the right to have cross negotiation with all the qualified Tenderer of the district, if required, to finalize the workable rate for transportation of the MDM rice.
8. The Successful tender have to deposit EMD in shape of NSC or TDR pledged in favour of the **Dist. Education Officer-cum-Dist. Nodal Officer, Dist. Project Management Unit, Balangir (in Original)** at the following rates.  
**Balangir Sub Division Rs.3,00,000/- (Rupees three lakh)**  
**Patnagarh Sub Division Rs.3,00,000/- (Rupees three lakh)**  
**Titilagarh Sub Division Rs.4,00,000/- (Rupees four lakh)** only security deposit with the District Education Officer-cum-Dist. Nodal Officer, MDM, Balangir. This will be refunded after successful completion of contract period and audit of accounts of Transporting Agent. The whole or part of the security deposit will be forfeited for irregular performance or breach of any of the terms & conditions of agreement during the period the contract remains in force. Earnest Money of un-successful tenders shall be refunded after finalization of the tender.
9. The successful Tenderer shall be required to lift food stuff under MDM programme from RRC-cum-DRC godowns / OSWC godowns / RMC godowns of the district as & when the release order / Diversion Order is issued by the Area Manager / CSO-cum-Dist. Manager, OSCSC Ltd. Balangir / District Education Officer -cum- District Nodal Officer, MDM, Balangir within the date line specified and transport / deliver the same to different schools of the blocks, ULBs as per the direction of the Collector, Balangir / District Education Officer-cum-District Nodal Officer, MDM, Balangir / Block Education Officers concerned within the stipulated and specified period. The rice so lifted from the RRC-cum-DRC godowns / OSWC godowns / RMC godowns will be delivered directly to the WSHG at the designated school points / SHG points or as instructed from time to time without transit by the Transporting Agent. So the Agent shall arrange sufficient number of big and small vehicles and prepare rout chart accordingly in accordance with the distribution and diversion order handed over to him/them.
10. EMD shall be forfeited in case the successful Tenderer fails to furnish the requisite Security Deposit by the date prescribed by the Dist. Nodal Officer, MDM, Balangir for execution of agreement and to take up the work prejudice to any other rights and remedies under the Contract and Law.

11. The delivery shall be made to the WSHG at the designated school points / SHG points or as instructed from time to time and Challans of the transporting agent duly acknowledged by the WSHG / SHG / Headmaster / Teacher in-charge shall be submitted within 03 (three) days to the concerned BEO, who in turn shall submit the consolidated acknowledgement certificate in respect of his block to District Education Officer-cum-Dist. Nodal Officer, Dist. Project Management Unit, MDM, Balangir for further action.
12. It is the responsibility of the Tenderer / Transporting Agent to lift the rice from the RRC-cum-DRC godowns / OSWC godowns / RMC godowns on proper weighing and to deliver at WSHG at the designated school points / SHG points or as instructed from time to time on proper weighing and no request for relief / concession shall be entertained.
13. (A) The lowest rate quoted by the Tenderer cannot be treated as accepted, if not workable as per the decision of the District Tender Committee. The decision of the District Tender committee is final and binding.  
(B) Quoting of same rates by more than one Tenderer, could be constructed as an exceptional circumstance. In such cases, all the Tenderers who have quoted the lowest rate shall be called for negotiation and revised rate shall be obtained in the sealed cover, opened in the presence of Tenderers. Rate shall be declared basing on the revised rates obtained.
14. While unloading the materials it is to be measured in presence of the WSHG / SHG / Chairman, Two members of the SMC and Headmaster / one teacher as the case may be. Hence, the transporters shall carry the weighing machine along-with the food stuff. The receiving officer is duty bound to verify and satisfy himself / herself the exact quantity of fair and average quality rice before acknowledgement. In case of quality below FAQ & quantity less than what is written in delivery challan, the Receiving Officer has the right and obligation to refuse and report to the higher authority. Immediately the higher authority can verify and if the allegation is found true, action may be initiated against the Transporting Agent as per the mutual terms & conditions enshrined in the agreement.
15. Tender will be finalized by the Dist. Tender Committee under the Chairmanship of Collector or the Officer authorized by him in presence of the Tenderers or their authorized representatives. The committee may finalise the tender even in absence of the Tenderers / their representatives.
16. No individual, Company, Firm, Transporting Agent shall be allowed to participate in the tender process unless he / they obtain (s) or Possesses (s) the Common Carrier License as per the Carriage by Road Act, 2007 and the Carriage by Road Rules, 2011.
17. The Tenderer should have minimum two trucks (heavy vehicles) standing in his own name or in the name's of the bidding firm & list of minimum three No. of trucks (one heavy vehicles + two mini trucks) on lease basis. List of such trucks along-with attested copy of upto date documents such as RC Book etc. are to be attached with tender documents. However, the selected Tenderer may be required to hire more required No. of vehicles as and when necessary to transport the stock on the basis of requirement furnished by the authority concerned within the stipulated period provided by the OSWC/CWC/RMC/OSCSC official.
18. The Contract shall remain in force for **one year** from the date of execution of Agreement or such later date as may be decided solely by the Collector & District Magistrate, Balangir.
19. The Collector, Balangir reserves the following rights:-  
(A) To terminate the contract at any time during its currency without assigning any reason there-of by giving seven days notice in writing to the Transporting Agent at their last known place of resident / business and the Transporting Agent shall not be entitled to any compensation by reason of such premature termination.

- (B) To extend the period of contract for any further period beyond the original contract period on the same rates, Terms & Conditions.
- (C) To award similar works on the basis of said contract on mutual agreement with other Contractor.
20. (A) The Collector does not guarantee any definite volume of work or any particular pattern of services at any time or through the period of contract.
- (B) The mere mention of any item of work in this contract and execution of agreement does not by itself confirm a right on the Transporting Agent to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him /her.
- (C) In case the approved Transporting Agent fails to transport food grains during currency of the agreement due to any reason, the Collector & Dist. Magistrate shall have the right to rescind contract forthwith and / or take any other steps including imposition of penalty to the Transporting Agent. In that event the Collector has the right to make alternative arrangement.
21. In no case the Transporting Agent is allowed for interim storage in any godown after lifting of rice from RRC-cum-DRC godowns / OSWC godowns / RMC godowns till delivery at designated points.
22. The Transporting Agent shall not sub-let, transfer or assign the contract or any part thereof without previous written approval of the Collector & Dist. Magistrate, Balangir.
23. In case of shortage or damaged noticed, if any, during transmit, the cost of shortage will be borne by the Transporting Agent. The quality and quantity of food stuff being transported may be inspected by the Govt. officials authorized by the Collector, Balangir during transmit and also at delivery points. If any misappropriation is discovered during inspection or otherwise, penalty shall be imposed which would be equivalent to 03 times of the cost of misappropriated food grains apart from initiating criminal case under the relevant law.
24. If the Transporting Agents fails to transport the food stuffs within the time limit, the Dist. Education Officer-cum- Dist. Nodal Officer, MDM, Balangir may take immediate steps to transport the same by other means and the extra cost incurred will be recovered from the pending bills/EMD of the Transporting Agent.
25. The Transporting Agent shall attend the Office of the District Education Officer-cum- Dist. Nodal Officer, MDM, Balangir and the DPMU, MDM Cell, Balangir as and when required to receive the Release / Diversion Order and submit accounts.
26. The bill should be submitted at least once in a month to the Dist. Education Officer, DPMU, MDM Cell, Balangir on completion of delivery of stock as per order of the competent authority. The Agent, is not allowed to submit bills of transportation cost beyond two months of delivery of food stuff.
27. Payment shall be made against submission of bills in duplicate and on production of printed serially numbered delivery challans duly acknowledged by the recipient and stock entry certificate of stock whom it concerned duly signed by the Block Education Officer concerned and as per approved rates incorporated in the agreement. The Dist. Education Officer-cum-Dist. Nodal Officer, MDM, Balangir shall have the right to deduct and adjust any amount found recoverable towards loss and damage or both.
28. No Advance payments of transportation bill shall be allowed.
29. Payment of bills is subject to availability of funds.
30. In case of violation of conditions of Tender / agreement the concerned Transporting Agent may be booked under IPC / Essential Commodity Act. / Other relevant Act & Rules.
31. The authority may terminate the contract within the contract period for violation of terms and agreement and for any other reason to be recorded in writing by providing 07 days of notice for hearing.

32. The Collector, Balangir may terminate the contract for violation of terms of Agreements at any point of time.
33. The Contract is also liable to be cancelled by the Collector, Balangir in case of change of Govt. policy or schemes or specifications without any reason assigning thereof.
34. Tender received without required documents shall not be considered and liable to be rejected at the initial stage itself.
35. The Tenderer shall carefully go through all the terms and conditions of the tender document and submit the tender papers correctly and in complete form. The tender paper should be filled in properly and legibly without any correction / overwriting. No opportunity shall be given to the Tenderer to rectify or amend any defect detected at the time of scrutiny.
36. Continuing Good conduct of the Transporting Agent shall be an implied condition for continuance of agreement.
37. While the agreement is in force, in case the approved Transporting Agent fails to do the assigned work within the stipulated time, for timely and effective transportation of the stock, the Collector, Balangir reserves the right to make alternative arrangement for operation, in the interest of the MDM programme and the approved Agent shall have no right to claim any compensation on such operation.
38. The authority reserves the right to reject any or all the tenders received without assigning any reason thereof.

Full Signature of the Tenderer

Date.....

Sd/-  
COLLECTOR, BALANGIR.

Date .....

**DECLARATION**  
**(TO BE ATTACHED WITH THE TECHNICAL BID.)**

1. I, ..... son / daughter / wife of Sri .....  
.....Tenderer do hereby sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information / documents furnished alongwith the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of Tenderer.

Full Name:

Seal:

Telephone No.

Mobile No.:

E-mail id:

\*\*\*\*\*

## TECHNICAL BID

1. Name of the Tenderer: .....
2. Name of the Sub-division opted for : .....
3. Postal Address:  
At: .....  
Po: .....  
Dist: .....  
PIN: .....
4. Telephone / Mobile No: .....
5. E-Mail Address: .....

### Documents Furnished:

Sl. No.	Particulars	Attached in Tender Papers as Sl. No. ....	Remarks.
1	Original Tender Documents.		
2	Money Receipt ( <b>Original</b> ) in support of purchase of Tender Papers. <b>OR</b> DD of Rs.10,000/- payable at Balangir in favour of District Education Officer -cum- District Nodal Officer, MDM, Balangir towards cost of Tender Papers.		
3	Affidavit ( <b>in Original</b> ) as required in Para-1 of Technical Specifications of the Tender Paper.		
4	Self Attested copy valid address proof.		
5	Valid Registration Certificate of the vehicles own by the bidders and to be taken on lease by the bidder certifying the on road condition of the vehicles.		
6	Attested copy of Valid Sales Tax Clearance Certificate.		
7	Attested copy of GST Registration and Clearance Certificate.		
8	Attested copy of Latest Income Tax Return.		
9	Attested copy of PAN card.		
10	EMD in shape of NSC or TDR pledged in favour of the <b>Dist. Education Officer-cum-Dist. Nodal Officer, Dist. Project Management Unit, Balangir (in Original)</b> at the following rates. A. Balangir Sub Division Rs.3,00,000/- (Rupees three lakh) B. Patnagarh Sub Division Rs.3,00,000/- (Rupees three lakh) C. Titilagarh Sub Division Rs.4,00,000/- (Rupees four lakh)		

11	Bank Guarantee at the following rates. A. Balangir Sub Division Rs.20,00,000/- (Rupees twenty lakh) B. Patnagarh Sub Division Rs.20,00,000/- (Rupees twenty lakh) C. Titilagarh Sub Division Rs.30,00,000/- (Rupees thirty lakh)		
12	Attested Xerox copy of the Common Carrier License as per the Carriage by Road Act, 2007 and the Carriage by Road Rules, 2011.		
13	Attested Xerox copy of Experience certificate, if any		
14	Declaration of the Tenderer.		

**NB:** The documents must be enclosed in sequence and serially numbered on the right top corner of the documents except in case of DD, NSC, TDR.

**Full Signature of the Tenderer.**

## FINANCIAL BID.

*Tender Schedule for Transporting of MDM rice under MDM programme for one year.*

From:

1. Name of the Tenderer: .....
2. Name of the Sub-Division opted for :.....
3. Postal Address:  
At: .....  
Po: .....  
Dist: .....  
PIN: .....

To

The Collector, Balangir.

Dear Sir,

I submit herewith the financial bid of the Tender for engagement of Transporting Agent under MDM programme.

I have thoroughly examined and understood all the terms and conditions as contained in the Tender document, invitation to tender and agree to abide by them.

I offer to work at the following rates as mentioned below:

Schedule for Transportation of MDM rice for one year	Rate per Quintal (in Rs.)
<b>1</b>	<b>2</b>
Transportation charges at flat rate irrespective of distance from RRC-cum-DRC godowns / OSWC godowns / RMC godowns of Balangir District to the WSHG at the designated school points / SHG points or as instructed from time to time without transit for one year .....Sub-division. <b>(Balangir, Patnagarh, Titilagarh)</b> under Balangir district including loading, unloading and other allied charges and taxes, if any.	In figure: Rs. ....  In words: Rupees ..... ..... .....

**Full signature of the Tenderer  
with address & seal, if any.**