

**DISTRICT PROJECT MANAGEMENT UNIT, PM-POSHAN (MDM),  
MALKANGIRI**

**TENDER CALL NOTICE**

No. 25 / DPMU (PM POSHAN)-2023

Dated. 17.04.2023

Sealed tender in prescribed forms are invited from intending registered transport contractors/ firms/ corporations / agents / individuals for undertaking the work of transportation of rice per quarter from Malkangiri / O.S.W.C., Malkangiri and from SPEG, Khairput to all School points of concerned blocks of Malkangiri district under PM POSHAN Programme for the year 2023-24. The tender paper / terms and condition can be obtained from the office of the District Project Management Unit (PM POSHAN), Malkangiri, O/o the District Education Officer, Malkangiri, also available at District website ([www.malkangiri.nic.in](http://www.malkangiri.nic.in)) from 20.04.2023 to 29.04.2023 on any working day during office hour on payment of Rs. 15000/- (Rupees Fifteen thousand) only in shape of Demand Draft (non refundable) in favour of District Nodal Officer(PM POSHAN)-cum-DEO, Malkangiri payable at Malkangiri. The tender shall be received by the District Education Officer, Malkangiri during the office hour from 7.00 AM to 1.00 PM 'through **Registered Post/ Speed Post** only and will be opened by the undersigned on 01.05.2023 at 10 A.M in the presence of the tenderers or their authorized Agent. There shall be two stages of bidding —Technical and Financial. The interested bidders must submit the Technical bid in a envelope super- scribed as **"Technical Bid for Tender of Transportation of PM POSHAN Food stuff in Malkangiri district for 2023-24"**. The Financial Bid must be submitted in a separate envelope super-scribed as **"Financial Bid for Tender of Transportation of PM POSHAN Food stuff in Malkangiri district for 2023-24"** Both these envelopes must then be placed in a third envelopes super-scribed as **" Bid for Tender of Transportation of Pradhan Mantri Poshan Shakti Nirman Food stuff in Malkangiri District for 2023-24"**. The tenders received beyond the scheduled date and time shall be rejected.

Notwithstanding anything else contained to the contrary in this tender document, the undersigned reserves the right to cancel/ withdraw/ modify fully or partially the invitation for Bids, or to reject one or more 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.

  
District Nodal Officer(PM POSHAN)-Cum-  
DEO, Malkangiri

Memo No. 26 /2023/DPMU (PM POSHAN) Date:

Copy along with copy of Tender Schedule, the detail terms & conditions forwarded to the DIO, NIC, Malkangiri with a request to publish the Tender Call Notice in the District Website for wide publicity.

  
District Nodal Officer (PM POSHAN)-Cum-  
DEO, Malkangiri

Memo No. 27 /2023/DPMU (PM POSHAN) Date:

Copy to the Advertising Manager, "The Samaj" for publication of the same in the daily news paper The Samaj in all Edition by Dt. 19.04.2023 as per Govt. approved rate.

  
District Nodal Officer (PM POSHAN)-Cum-  
DEO, Malkangiri

Memo No. 28 /2023/DPMU (PM POSHAN) Date:

Copy to the Advertising Manager, "The Dharitri" for publication of the same in the daily news paper The Dharitri (Rayagada Edition only) by 19.04.2023 as per Govt. approved rate.

  
District Nodal Officer (PM POSHAN)-Cum-  
DEO, Malkangiri

Memo No. 29 /2023/DPMU (PM POSHAN) Date:

Copy to all Block Education Officer/all Block Development Officers/All the District Level Officers of Malkangiri district with a request to publish the Tender Call Notice in their office Notice Boards.

Copy to all members of the Tender Committee (DPC, RTE-SSA, Malkangiri/Civil Supplies Officer, Malkangiri/D.W.O Malkangiri/D.S.W.O, Malkangiri/All Block Education Office for information. They are requested to attend on the scheduled date and time of opening of the Tenders.

Copy to notice Board of this Office.

  
District Nodal Officer (PM POSHAN)-Cum-  
DEO, Malkangiri

Memo No. 30 /2023/DPMU (PM POSHAN) Date:

Copy submitted to the State Nodal Officer (MDM), Odisha, Bhubaneswar for favour of kind information.

  
District Nodal Officer (PM POSHAN)-Cum-  
DEO, Malkangiri

Memo No. 31 /2023/DPMU (PM POSHAN) Date:

Copy forwarded to D.I.P.R.O Malkangiri for information with a request to publish the Tender Call Notice in Two widely published Oriya daily News paper (The DHARITRI & SAMAJ).

  
District Nodal Officer (PM POSHAN)-Cum-  
DEO, Malkangiri

**TENDER PAPER**  
**OFFICE OF THE DISTRICT PROJECT MANAGEMENT UNIT(MDM),**  
**MALKANGIRI**  
**TENDER DOCUMENT FOR TRANSPORTATION OF FOODGRAINS FROM OSWC GODOWN TO**  
**SCHOOL POINT**

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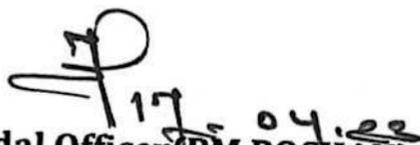
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 (Signature of the Issuing Officer)

1

(Signature of the Tenderer)

- 1) The Tenderer has to sign each and every page of the Tender Document and put his seal. All enclosures will be treated as part of Tender Document.
- 2) The Tenderer is requested to go through the Tender Document carefully before filling the same, so that there will be no ambiguity later on.

  
District Nodal Officer (PM POSHAN)-Cum-  
DEO, Malkangiri

  
(Signature of the Issuing Officer)

2

(Signature of the Tenderer)

**OFFICE OF THE DISTRICT PROJECT MANAGEMENT**  
**UNIT(MDM), MALKANGIRI**  
**TENDER DOCUMENT FOR TRANSPORTATION OF FOODGRAINS**  
**FROM OSWC GODOWN TO SCHOOL POINT FOR THE YEAR 2023-24**

Sl No.....

**1 General Information:-**

1.1 Transport Contractor / S & T Agent shall be appointed for lifting of MDM rice from oswc godown to all school points of Malkangiri District i.e Malkangiri Block & Malkangiri NAC, Kalimela, Korukonda Block & Balimela NAC, Khairput, Mathili, Podia, Chitrakonda Blocks. The transport S & T Agent shall be responsible for transportation of foodgrains from OSWC Godown, Malkangiri & SPEG, Khairput to Schools/WSHG's points of above Blocks/ ULBs.

1.2 **Cost of Tender Paper-Rs.15,000/- only inclusive of VAT.**

1.3 Deposit of cost of Tender Paper - Money receipt number.....Date.....

Or

- Bank Draft number.....Date.....

Or

- Bankers cheque number.....Date.....

(Money receipts in case of Tender Paper purchased from the District Office, Bank Draft / Bankers cheque on Tender Paper downloaded from District website. i.e: [www.malkangiri.nic.in](http://www.malkangiri.nic.in) The Draft or Bankers cheque shall be made in favour of the District Nodal Officer (MDM), Malkangiri District payable at SBI Malkangiri.

1.4 Last date for receipt of Tender Paper - Date- **20/04/2023 to 29/04/2023** Time 1.00 P.M

1.5 Date & Time of opening of Tender Paper - Date- **01.05.2023** Time 10.00 A.M & Technical Bid.

1.6 Date and Time of opening of Price Bid  
in case of Tenderers who are successful in  
Technical Bid. - Date- **01.05.2023** Time 10.00 A.M.

1.7 Original documents as per the Check list(Annexure-II) shall be produced by the Tenderer on the date and time of opening of Tender Paper & Technical Bid for verification by the District Tender Committee.

  
(Signature of the Issuing Officer)

3 (Signature of the Tenderer)

**Note:-**

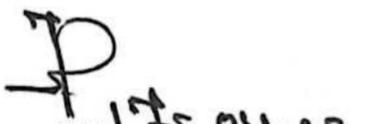
- (i) If the last date for receipt of Tender Paper or the date on which Tender is scheduled to be opened falls on holiday, the next working day shall be the date for receipt of Tender Paper and opening of Tender Paper as the case may be.
- (ii) The tender paper shall be in duplicate. The first copy of the Tender Paper shall be submitted at the office of the District Project Management Unit(MDM), Malkangiri District in the Tender Box. The second copy shall be retained by the Tenderer for his reference.
- (iii) The Tender Paper consists of 24 pages(including Annexures).
- (iv) The Tender Paper & Tender Document is available in the website of the District i.e. [www.malkangiri.nic.in](http://www.malkangiri.nic.in).

**2. General Instructions and Guidelines for the Tenderer:-**

- 2.1. The Tenderer shall read all the instructions and guidelines carefully before filling the Tender Document and submitting the same.
- 2.2 All the instructions, guidelines and the Tender paper shall form part of the Agreement.
- 2.3 In case the cost of the Tender Paper, EMD and any document as per the Annexure-II is not enclosed to the Technical Bid, the Tender Paper shall be rejected.
- 2.4 The District Tender Committee reserves the right to negotiate with the L-1 Tenderer for workable rate.
- 2.5 The District Tender Committee reserves the right to have cross negotiation with all the qualified Tenderers of the district, if required to finalise the workable rate for transportation of MDM rice.
- 2.6 The Tenderer will have to discharge the duty lifting of MDM rice from OSWC/SPEG Godown, Malkangiri & Khairput to School point of concerned block / blocks.
- 2.7 Tenders not accompanied with, all the Schedules / Annexures, intact, and duly filled in, signed by self and attested by the Notary Public, the same shall be liable for rejection.

**3. Definitions: -**

- 3.1 The term 'S & T Agent' shall mean and include the notice inviting Tender, the invitation to Tender, incorporating the instruction to Tender, the Tender documents, its (Annexures and schedules, acceptance of Tender, agreement and such general and special conditions as may be added to it as & when required.
- 3.2 The term 'Tenderer' shall mean and include the person or persons, HUF, firm or company with whom the contract has been made including their heirs, executors, administrators, successors and their Authorized Person, as the case may be.

  
(Signature of the Issuing Officer)

4 (Signature of the Tenderer)

- 3.3 The terms 'District Tender Committee' shall mean the Committee formed as such by the Collector of the district for opening of tender and finalization of Transport agent and to take decision on all the related matters.
- 3.4 The term 'Rice' shall mean and include the custom milled rice or rice packed by custom miller in 50 kg. jute gunny bags after milling of the paddy.
- 3.5 The term S & T Agent shall mean appointed by the District Project Management Unit(MDM), Malkangiri for Transportation of MDM Foodgrains.

#### 4 Quoting of rates:-

- 4.1 The Tenderer shall quote a SINGLE RATE PER QUINTAL.
- 4.2 The Tenderers are required to quote the rate per quintal, inclusive of cost of all the services required for S & T Agent in the prescribed format of the Price Bid.

#### 5. Requirement of vehicles:-

- 5.1 The Tenderer shall have minimum 2 (Two) number of Transport Vehicle registered in his/her name. Additional requirement of vehicles can be availed on hire basis. A statement of own vehicles alongwith attested photocopies of the Registration Certificate and Fitness Certificate issued by the Transport Department has to be attached to the Technical Bid.
- 5.2 The vehicles should be suitable for transportation of Foodgrains.
- 5.3 The vehicles should have District permit for transportation.
- 5.4 The vehicle has to be registered in the name of the Tenderer till the end of the Agreement. In case the vehicle is required to be disposed of in between the Agreement period, the same shall be made on prior intimation to the District Nodal Officer(MDM), Malkangiri with substitute of a suitable vehicle in the name of the Tenderer alongwith its documentary evidence.
- 5.5 The Tenderer has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicle cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.

#### 6 Tender process:-

- 6.1 Tenderers participating in the Tender process shall submit a technical bid & price bid in response to the Tender Call Notice.
- 6.2 Earnest Money Deposit (EMD), Technical Bid & Price Bid shall be contained in separate sealed envelopes clearly marked "EMD", "Technical Bid" & "Price Bid" as per norms specified below.

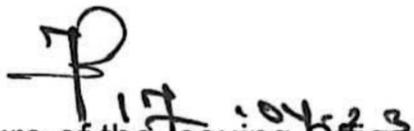
  
(Signature of the Issuing Officer)

5 (Signature of the Tenderer)

- 6.2.1 FIRST sealed Envelope will contain only the EMD. This envelope shall be marked : "PART-I – EMD"
- 6.2.2 SECOND sealed Envelope will contain the Technical Bid (*Annexure-I*), *Check List(Annexure-II)* & *Declaration(Annexure-III)*. This envelope shall be marked : "PART-II – TECHNICAL BID"
- 6.2.3 THIRD sealed Envelope will contain the *Price Bid (Annexure-V)*, This envelope shall be marked "Part-III – PRICE BID".
- 6.2.4 FOURTH sealed Envelope will contain all the THREE envelopes sealed separately i.e. EMD, TECHNICAL BID & PRICE BID with superscription "TENDER FOR APPOINTMENT OF S & T AGENT IN MALKANGIRI District".
- 6.3 ENVELOPE CONTAINING TECHNICAL BID WILL BE OPENED FIRST AND SCRUTINIZED ON THE DAY OF OPENING OF TENDER PAPER.
- 6.4 THE PRICE BID OF THE TENDERER WHO QUALIFIED ON SCRUTINY OF TECHNICAL BID SHALL BE CONSIDERED AND OPENED ON THE SCHEDULED DATE & TIME.

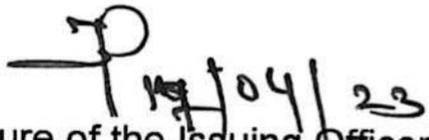
## 7 Others:-

- 7.1 The contract, if any, which may eventuate from this Tender, shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the Tenderer and provisions contained in the Tender documents.
- 7.2 *The instructions to be followed for submitting the Tender papers are set out below:*
- 7.3 Information about Tenderers: The Tenderers must furnish full, precise, correct and accurate details of information asked for in the Tender documents, Technical Bid & Price Bid.
- 7.4 Signing of Tender Papers: Person or persons signing the Tender Papers shall state in what capacity, he / she is or they are signing the Tender, e.g. as sole proprietor of a firm or as a Secretary / Manager / Director etc., of a Limited company or as a partner of a partnership firm or Karta of HUF. The names of all the partners and Directors should be disclosed and the Tender shall be signed by all the partners or any partner duly Authorized or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. An attested copy of the partnership deed shall be furnished with the Tender Papers. In case of a limited company, the names of the Directors shall be mentioned and it shall be certified that the person signing the Tender is empowered to do so on behalf of the limited company. A copy of the Memorandum and Articles of Association of the Company along with copy of the resolution of the company authorizing the person who will sign the Tender Paper on behalf of company shall be attached to the Tender document. In case of Hindu Undivided Family, the names of the family members should be disclosed and the Karta, who can bind the HUF, shall sign the Tender and indicate his status below his signature.

  
(Signature of the Issuing Officer)

6 (Signature of the Tenderer)

- 7.5 The persons signing the Tender Paper or any document forming part of the Tender, on behalf of another or on behalf of a firm or on behalf of a company, shall be responsible to produce a registered power of attorney duly executed in his favour, stating that he / she has authority to bind such other person or the firm or the company as the case may be, in all matters pertaining to the contract. If the person so signing the Tender, fails to produce the said registered Power of Attorney, his / her Tender Papers shall be liable for rejection, without prejudice to any other rights of the DPMU, under the Law.
- 7.6 The "Power of Attorney" shall be executed by all the partners in the case of partnership concern; by the proprietor in the case of a proprietary concern, and by the person who by his / her signature can bind the company in the case of a limited company. In the case of Hindu Undivided Family "Power of Attorney" shall be executed by the Karta of the family who by his / her signature can bind the HUF.
- 7.7 The successful Tenderer shall ensure that the necessary documents authorizing the person who has signed the Tender to bind his / her firm or the company or HUF have been filed and registered as per the provision of law.
- 8 Earnest Money Deposit (EMD) :-
- 8.1 **Tender paper must be accompanied by an EMD of Rs.5,00,000/- (Rupees Five Lakh)** only for S & T Agent in the form of Bankers cheque issued by any Nationalized / Scheduled Bank and drawn in favour of District Nodal Officer(MDM),DPMU, Malkangiri. In case the Tender Paper submitted is not accompanied by EMD, the tender paper shall be summarily rejected.
- 8.2 EMD shall be forfeited in case the successful Tenderer fails to furnish the requisite security deposit by the date prescribed by the District Nodal Officer(MDM),Malkangiri for execution of Agreement and to take up the work, *without prejudice to any other rights and remedies under the contract and law.*
- 8.3 EMD shall be refunded to all unsuccessful Tenderers.
- 8.4 No interest shall be payable on the amount of earnest money.
- 8.5 The EMD furnished by the successful Tenderer can be adjusted towards Security Deposit if requested by him in writing.
- 8.6 Incase the L-1 rate is not workable and S & T Agent is selected on cross negotiation, then the EMD of the L-1 Tenderer shall be refunded.
9. Security Deposit
- 9.1 The Security Deposit shall be fixed at market value of rice lifted during the year shall be in shape of a Fixed Deposit issued from any Nationalized Bank duly pledged in favour of the District Education Officer-cum-District Nodal Officer (MDM), Malkangiri district for the entire Agreement period or such period as shall be decided by the District Nodal Officer(MDM), Malkangiri.
- 9.2 Security Deposit furnished by the Tenderer shall be subject to the terms and conditions contained in this Tender document.

  
(Signature of the Issuing Officer)

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(Signature of the Tenderer)

9.3 The EMD of a successful Tenderer can be adjusted towards security deposit as per his / her request.

## 10 Solvency Certificate:-

10.1 Successful Tenderer shall obtain Solvency Certificate of Rs.20,00,000 (**Rupees Twenty Lakh**) only from the Revenue Authority.

## 11 Delivery of Tender Documents:-

11.1 The Tenderers shall submit Tender documents duly filled in, complete and signed on each page in a sealed envelope being superscribed as "Tender for appointment of S & T Agent in Malkangiri District.

11.2 All Tender Papers are required to be submitted in the Tender Box at the office of the District Nodal Officer(MDM, DPMU, Malkangiri District.

11.3 Tender documents shall be accompanied with EMD of the required amount in respect of S & T Agent. The Tenderers, who have downloaded the Tender paper from the district website shall have to pay an amount of Rs.15000/- only (Rupees Fifteen Thousand only) along with the Tender Paper. The amount shall have to be in the form of a Bankers cheque issued by any Nationalised / Scheduled Bank in favour of District Nodal Officer(MDM), Malkangiri district payable at SBI Malkangiri.

11.4 All credentials, documents and copies of certificate / information called for shall be submitted along with the Tender papers duly signed and attested by the Notary Public.

11.5 The rate of Transportation shall be a consolidated one.

11.6 The Tenderer shall quote a SINGLE RATE PER QUINTAL.

11.7 The rate shall be per quintal for S & T Agent irrespective of distance covered from Rice Receiving OSWC-PEG Godown Malkangiri to school/WSHG's point of Malkangiri, Kalimela, Podia & Korukonda Block and from OSPEG, Khairput depot to school/WSHG's point of Chitrakonda, Khairput & Mathili Block.

11.8 The Tenderers are required to quote the rate per quintal, inclusive of cost of all the services required for Transportation operation in the prescribed format of the Price Bid.

## 12 Opening of Tender Paper:-

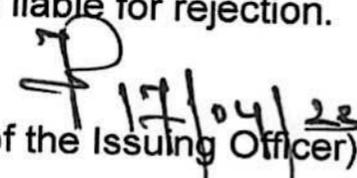
12.1 The Tender Paper shall be opened in the chamber of the Chairman-cum-Collector and District Magistrate Malkangiri or in such other office premises at Collectorate, Malkangiri district on the date and time specified. The Tenderers shall be at liberty to be present either in person or through an authorized representative at the time of opening of Tender. The authorized representative shall furnish the authorization letter duly executed by the Tenderer before opening of Tender.

  
(Signature of the Issuing Officer)

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(Signature of the Tenderer)

- 12.2 If the last date for receipt and opening of Tender Paper happens to be a holiday, Tender Paper will be received & opened on the next working day following the holiday.
- 13 Quoting of same rates by more than one Tenderer & negotiation with Tenderers:-
- 13.1 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.
- 13.2 Quoting of same rates (L-1 only) by more than one Tenderer, could be construed as an exceptional circumstance. In such cases, all the Tenders who have quoted the lowest rates shall be called for negotiation and revised rates shall be obtained in the sealed cover, opened in the presence of Tenderers & L-1 rate shall be declared basing on the revised rates obtained.
- 13.3 The District Tender Committee reserves the right to negotiate with the L-1 Tenderer to come to workable rate.
- 13.4 The District Tender Committee reserves the right to have cross negotiation with all the qualified Tenderers of the district, if required to finalise the workable rate for S & T Agent.
- 13.5 Incase single Tender is received for S & T Agent or a single Tenderer is qualified after scrutiny of Technical Bid, the District Tender Committee reserves the right to negotiate the rate with the Tenderer to reach on a workable rate or have cross negotiation with all the qualified Tenderers of the district to finalise the workable rate for S & T Agent.
- 13.6 The District Tender Committee reserves the right to utilize more than one S & T Agent and one S & T Agent for operation as per the requirement. The decision of the District Tender Committee shall be final and the S & T Agent as appointed for that. The S & T Agent shall have no objection in this aspect.
- 13.7 In case the approved S & T Agent fails to provide services, the District Tender Committee shall negotiate with all the qualified Tenderer to make alternative arrangement.
- 13.8 While the agreement with the S & T Agent is in force, the District Nodal Officer (MDM) reserves the right to make alternative arrangement for operation, in case the S & T Agent fails to do the assigned work within the scheduled time, for timely and effective Transportation of stock in the interest of the MDM Programme. Such requirement shall be decided by the District Nodal Officer(MDM), whose decision shall be final and binding on the S & T Agent. The approved S & T Agent shall have no right to claim any compensation on such operation.
- 13.9 In case no Tender is received or no S & T Agent is finalized for any Transportation of MDM Rice from OSWC Godown Malkangiri. The District Tender Committee can engage the S & T Agent of nearby S & T Agent on negotiation.
- 14 Corrupt Practices:-
- 14.1 Canvassing in any form on the part or on behalf of the Tenderer shall also make his Tender liable for rejection.

  
(Signature of the Issuing Officer)

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(Signature of the Tenderer)

**15 Relationship with third parties:**

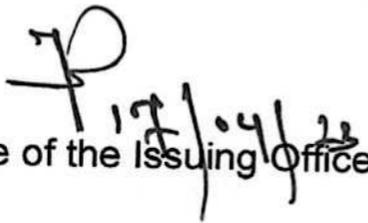
- 15.1 All transactions between the S & T Agent and third parties shall be carried out as between two principals without reference in any event to the District Nodal Officer(MDM),Malkangiri.
- 15.2 The S & T Agents shall also undertake to make the third parties fully aware of the aforesaid position.

**16 Liability for Personnel:**

- 16.1 All persons employed by the S & T Agents shall be treated as their own employees / workers in all respects and the responsibility under the Workmen's Compensation Act 1923; Employees Provident Fund Act 1952; Maternity Benefit Act 1961; Contract Labour (Regulation & Abolition) Act 1970; Payment of Gratuity Act 1972; Equal Remuneration Act 1976; ESI Act 1948; Minimum Wages Act 1948 or any other similar enactments and rules made there under with upto date amendments in respect of all such personnel shall be that of the S & T Agent. The S & T Agent shall be bound to indemnify the District Nodal officer against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act, 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in employment of the S & T Agent or not.
- 16.2 The S & T Agent shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act, 1952, and the scheme framed there under in respect for the labour employed by him. The S & T Agent shall recover the amount payable by such employees and deposit the same with concerned PF authorities. If, on account of the default of the S & T Agent in making such payments or for any other reason, the District makes such contributions on behalf of the S & T Agent, the District Nodal Officer(MDM), Malkangiri. shall be entitled to set off against the amount due to the S & T Agent, the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the labour employed by the S & T Agent. The S & T Agent shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act, 1952 and the scheme framed there-under, prescribed and / or when demanded for inspection to the Officers of the Regional Provident Commissioner and to the District Nodal Officer(MDM), Malkangiri or an Office authorized by him or acting on his behalf.
- 16.3 In complying with the said enactments or any statutory modifications thereof, the S & T Agent shall also comply with or cause to be complied with, the labour regulations enactments made by the State Governments./ Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

**17 Delays, Strikes etc : -**

- 17.1 The S & T Agent shall be responsible for delays in Transportation operation which may arise on account of any reason.

  
(Signature of the Issuing Officer)

10 (Signature of the Tenderer)

17.2 Strikes by S & T Agent's workers on account of any dispute between the S & T Agent and their workers as to wages or to otherwise, shall not be deemed to be a reason beyond the S & T Agent's control and the S & T Agent shall be responsible for any loss or damage which the District Education Officer-cum-District Nodal Officer (MDM)Malkangiri may suffer on this account.

18 Liability of S & T Agents for losses etc, suffered by DPMU.

18.1 The S & T Agent shall be liable for all costs, damages, charges and expenses suffered or incurred by the DPMU for any services under this contract or breach of any terms thereof or their failure to carry out the work within time and for all damages or losses occurred to the DPMU due to any act whether negligence or otherwise of the S & T Agents himself / herself or his / her employees. The decision of the District Nodal Officer(MDM), Malkangiri regarding such failure of the S & T Agent and his / her liability for the losses, etc. suffered by DPMU shall be final and binding on the S & T Agent.

18.2 The District Nodal Officer(MDM), Malkangiri shall be at liberty to reimburse himself of any damages, losses, charges, costs or expenses suffered or incurred by him due to S & T Agent's negligence and un-workmanlike performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the S & T Agent under this or any other contract with the District Nodal Officer(MDM), Malkangiri as aforesaid, the balance of the total sum claimed and recoverable from the S & T Agent as aforesaid shall be deducted from the security deposit furnished by the S & T Agent. If this sum is also found not to be sufficient to cover the full amount claimed by the District Nodal Officer(MDM), Malkangiri, the S & T Agent shall pay to the District Nodal Officer(MDM), Malkangiri on demand, the remaining balance of the aforesaid sum claimed.

18.3 In the event of default on the part of the S & T Agent in providing labour, sufficient trucks etc. and / or his / her failure to perform any of the services mentioned in this document efficiently and to the entire satisfaction of the District Nodal Officer(MDM), Malkangiri or any officer acting on his behalf, the District Education Officer-cum-District Nodal Officer (MDM)Malkangiri. shall, without prejudice to other rights and remedies under this agreement, have the right to recover by way of compensation from the S & T Agent a sum of such Rupees as decided.

19 Set off:

19.1 Any sum of money due and payable to the S & T Agent (including security deposit returnable) under this contract may be appropriated by the District Education Officer-cum-District Nodal Officer (MDM)Malkangiri and setoff against any claim of the District Nodal Officer(MDM), Malkangiri for the payment of any sum of money arising out of or under any other contract made by the S & T Agent with the District Education Officer-cum-District Nodal Officer (MDM)Malkangiri.

  
(Signature of the Issuing Officer)

11 (Signature of the Tenderer)

**20. Interviews and acceptance of Tender:-**

20.1 The Tenderer is required to proceed to the office of the District Education Officer-cum-District Nodal Officer (MDM)DPMU Malkangiri district at his / her own expenses and without any obligation, if called upon to do so, by the District Education Officer-cum-District Nodal Officer (MDM)DPMU Malkangiri district (or an Officer authorized to act on his behalf).

20.2 The District Tender Committee reserves the right to reject any or all Tenders without assigning any reason there of and does not bind itself to accept the lowest or any Tender.

20.3 The successful Tenderer shall be intimated about the acceptance of his / her Tender by a letter / fax / e-mail / phone and which shall be acted upon immediately, without awaiting for the post copy in confirmation.

**21. Execution of Agreement:-**

21.1 The successful Tenderer shall enter into an agreement with the District Nodal Officer(MDM),Malkangiri in the prescribed format.

21.2 The Agreement shall be typed on a Non-Judicial Stamp Paper of Rs.100/- only.

21.3 Execution of agreement shall be made on furnishing of required security deposit & two-passport size photograph duly attested by Gazetted Officer.

21.4 The Agreement shall be executed within the time prescribed by the District Nodal Officer(MDM), Malkangiri failing which the Contract shall be liable to be rescinded solely at the discretion of District Nodal Officer(MDM), Malkangiri. In such case the Earnest Money Deposit of the Tenderer shall stand forfeited at the discretion of District Nodal Officer(MDM), Malkangiri.

**22. Period of Contract:-**

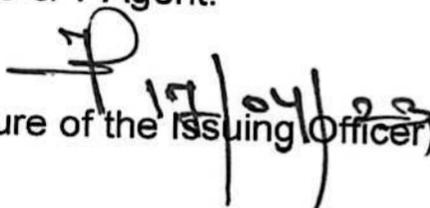
22.1 The contract shall remain in force for a period of one year from the date of execution of Agreement or such later date as may be decided solely by the District Nodal Officer(MDM), Malkangiri with the approval of the Collector.

22.2 The District Nodal Officer(MDM),Malkangiri with the approval of District Collector reserves the following rights.

22.2.1 To extend the period of contact for any further period beyond the original contract period of one year on the same rates, terms and conditions;

22.2.2 To terminate the contact at any time during its currency without assigning any reasons there of by giving seven days notice in writing to the S & T Agent at their last known place of residence / business and the S & T Agent shall not be entitled to any compensation by reason of such premature termination.

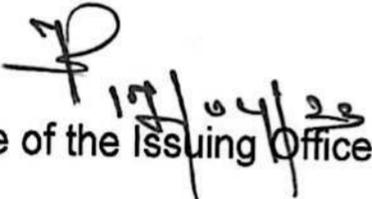
22.2.3 To award similar works on the basis of said contract on mutual agreement with other S & T Agent.

  
(Signature of the Issuing Officer)

12 (Signature of the Tenderer)

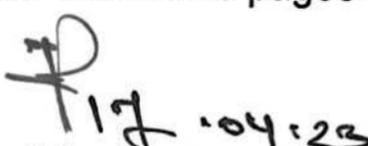
23. Summary Termination:-

- 23.1 In the event of the S & T Agent having been adjudged insolvent or going into liquidation or winding up his / her business or making arrangements with his / her creditors or failing to observe any of the terms and conditions governing the contract, the District Nodal Officer(MDM), Malkangiri with the approval of the Collector shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the S & T Agent and to claim from the S & T Agent any resultant loss sustained or costs incurred.
- 23.2 The non performing /defaulting S & T Agent may be suspended/banned for trade relation/black listed for a period up to 2 years based on the gravity of non performance/default of the S & T Agent, by the District Education Officer-cum-District Nodal Officer (MDM)DPMU Malkangiri whose decision in the matter shall be final and binding.
- 23.3 The District Education Officer-cum-District Nodal Officer (MDM)DPMU Malkangiri with the approval of the Collector shall also have, *without prejudice to other rights and remedies*, the right to terminate the contract forthwith in the event of breach of any of the terms and conditions of the contract and to get the work done for the unexpired period of the contract, at the risk and cost of the S & T Agent and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the DPMU due to the S & T Agent's negligence or unwork-man like performance of any of the services under the contract.
- 23.4 The S & T Agent shall be responsible to supply adequate and sufficient labour, weighing scales/trucks/carts/any other transport vehicle for loading / unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the District Education Officer-cum-District Nodal Officer (MDM)DPMU Malkangiri or an officer acting on his behalf within the time specified. If the S & T Agent fails to supply the requisite number of labour, weighing scales and trucks in due time, the District Nodal Officer(MDM), Malkangiri shall, at his sole discretion without terminating the contract be at liberty to engage other labour, scales, trucks etc. at the risk and cost of the S & T Agents, who shall be liable to make good to the DPMU all additional charges, expenses, cost or losses that the DPMU may incur or suffer thereby. The S & T Agent shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the District Education Officer-cum-District Nodal Officer (MDM)DPMU Malkangiri shall be final and binding on the S & T Agent.
- 24 Volume of Work:-
- 24.1 The District Education Officer-cum-District Nodal Officer (MDM)DPMU Malkangiri does not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract.
- 24.2 The mere mention of any item of work in this contract & execution of agreement does not by itself confirm a right on the S & T Agent to demand that the work relating to all or any item thereof at the concerned specified S & T Agent should necessarily or exclusively be entrusted to him / her.

  
(Signature of the Issuing Officer)

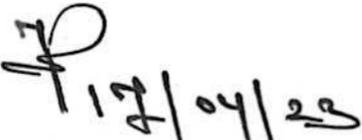
13 (Signature of the Tenderer)

- 24.3 The District Education Officer-cum-District Nodal Officer (MDM)DPMU Malkangiri with the approval of the Collector shall also have the exclusive right to appoint one or more S & T Agents at any time viz at the time of award of the contract and/or during the tenure of contract for any or all the services mentioned hereunder and to divide the work as between such S & T Agents in any manner that the District Education Officer-cum-District Nodal Officer (MDM)DPMU Malkangiri may decide and no claim shall lie against the District Education Officer-cum-District Nodal Officer (MDM)DPMU Malkangiri by reason of such division of work.
- 24.4 In case the approved transport S & T Agent fails to transport Foodgrains during currency of the agreement due to any reason, the District Education Officer-cum-District Nodal Officer (MDM)DPMU Malkangiri shall have the right to rescind contract forthwith and/or take any other steps including imposition of penalty to the S & T Agent. In that event the District Education Officer-cum-District Nodal Officer (MDM)DPMU Malkangiri shall have the right to make alternative arrangement with the approval of the Collector.
- 24.5 The District Tender Committee shall also have the right to appoint transport S & T Agent(s) from among the selected transport S & T Agents for the district on negotiation, where no transport S & T Agent(s) selected for transportation of rice.
- 25 Subletting:-**
- 25.1 The S & T Agent shall not sublet, transfer or assign the contract or any part thereof without previous written approval of the District Education Officer-cum-District Nodal Officer (MDM)DPMU Malkangiri.
- 25.2 In the event of the S & T Agent contravening this condition, the District Education Officer-cum-District Nodal Officer (MDM)DPMU Malkangiri shall be entitled to place the contract elsewhere on the S & T Agent account and at his / her risk and the S & T Agent shall be liable for any loss or damage, which the DPMU may sustain in consequence or arising out of such replacing of the contract.
- 26. SUBMISSION OF BILLS & PAYMENT :**  
Payment shall be made against submission of Bills on completion of delivery of stock as per the orders of the competent authority on production of printed serially number delivery challans duly acknowledged by the receiptant of stock to whom it concerned. The District Nodal Officer(MDM),Malkangiri shall have the right to deduct and adjust any amount found recoverable towards loss or damage or both. No advance payments will be made under any circumstances.
- 27. Duties and Responsibilities of the S & T Agent:-**  
The Successful tenderer shall be required to lift Rice from OSWC-PEG & OSPEG, Khairput of this District under MDM Programme and transport the same to different Block Godowns and Schools Points as per direction of the Collector/District Nodal Officer(MDM), Malkangiri within specified Period(on the same day). There will be no storage of Rice and his own Godown of the successful tenderer under MDM Programme.
- 28. Instruction to fill up the Technical Bid.**
- 28.1 The Tenderer shall go through the Tender Documents thoroughly before filling the Technical Bid (*Annexure-I*) and submitting the same at District Project Management Unit, Malkangiri.
- 28.2 The number of pages in the Tender Paper and Tender Document to be checked to ascertain that all the pages are intact.

  
(Signature of the Issuing Officer)

14 (Signature of the Tenderer)

- 28.3 The Technical Bid has to be filled neatly and there shall be no overwriting.
- 28.4 All the columns of the Technical Bid have to be filled. Column which is not required to be filled by a Tenderer, a cross mark (X) has to be given against that Column.
- 28.5 The tenderer shall affix a self attested pass port size photograph on the Technical Bid at the specified space.
- 28.6 The Tenderer shall enclose the cost of Tender Paper.
- 28.7 The Tenderer shall enclose the cost of EMD of requisite amount.
- 28.8 All the documents as per the Check List (Annexure-II) have to be submitted.
- 28.9 Conditional Bid shall not be accepted.
- 28.10 In case any Forged Documents, noticed during verification of documents or period of Agreement, the EMD & Security Deposit, as the case may be shall be forfeited.
- 28.11 The Tenderer shall submit an declaration stating the fact that he has agreed to the conditions, terms and other details of the Tender Paper and Documents (Annexure-III).
- 28.12 The Tender Paper, Tender Document, Technical Bid and copy of the documents (Annexure-II) & declaration (Annexure-III) have to be signed by the Tenderer.
- 28.13 Documents to be enclosed as per Annexure have to be attested by the Notary Public.
29. Instruction to fill up the Price Bid.
- 29.1 The rate of Transportation shall be a consolidated one.
- 29.2 The Tenderer shall quote a SINGLE RATE PER QUINTAL.
- 29.3 The instruction to fill up the Price Bid (Annexure-IV) to be read carefully by the Tenderer before filling the Price Bid.
- 29.4 The rate shall be per quintal for each S & T Agent irrespective of distance covered from Godown to School points of each tagged Block / NAC.
- 29.5 The Tenderers are required to quote the rate per quintal, inclusive of cost of all the services required for Transportation operation in the prescribed format of the Price Bid.
- 29.6 Format for quoting the rates shall be submitted separately in a sealed cover, superscribing "PRICE BID (Annexure-V)".
- 29.7 Envelope containing TECHNICAL BID will be opened first and scrutinized on the day of opening of tender paper & Technical Bid.
- 29.8 Only the PRICE BID of a qualified tenderer on scrutiny of TECHNICAL BID shall be considered and opened.

  
(Signature of the Issuing Officer)

15 (Signature of the Tenderer)

30 Jurisdiction Of The Court:-

- 30.1 In the event of any dispute covering or arising out of this contract/agreement the jurisdiction of the court shall be at District Headquarter for the district for which the S & T Agent has been appointed. It is hereby expressly agreed that neither party shall be competent to bring any case/suit in regard to the matters covered by this agreement at any place outside District Headquarter.
- 30.2 It is expressly agreed & declared by & between the parties hereto that all amounts due to the DPMU under the terms of agreement, if not paid in time be recoverable under Orissa Public Demand Recovery Act-1962 (Orissa Act-1 of 1963) or through civil court & shall bear interest @ 11% per annum from the date when such payment falls due up to the date of final recovery. Besides criminal action shall also be taken against the defaulting S & T Agent in appropriate court of law within the State of Orissa following the provisions of Law in force.

  
(Signature of the Issuing Officer)

16 (Signature of the Tenderer)

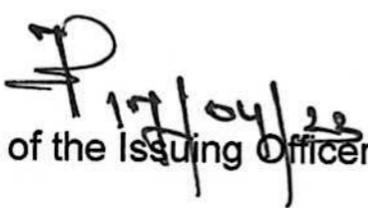
**Annexure-I**  
**TECHNICAL BID**

FOR APPOINTMENT OF S & T AGENTS FOR TRANSPORTATION OF MDM FOODGRAINS FROM  
OSWC GODOWN TO SCHOOL POINT

\*\*\*

Space for fixing  
self attested  
recent passport  
size photograph

- 1 Name: \_\_\_\_\_
- 2 Details of Earnest Money Deposit: BD No. \_\_\_\_\_  
date \_\_\_\_\_ of Rs.500000/- of \_\_\_\_\_ Bank payable  
at \_\_\_\_\_
3. Name of Proprietor /Partner/  
Company / Karta of HUF /: \_\_\_\_\_  
(Names of all Directors /  
Partners & members of HUF shall be mentioned) \_\_\_\_\_  
\_\_\_\_\_
4. Full Address of Registered \_\_\_\_\_  
Office (with Pin Code) & Police Station \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Mobile No: \_\_\_\_\_  
FAX No.: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

  
(Signature of the Issuing Officer)

17 (Signature of the Tenderer)

5. Full address of Operating /

Branch Office: (with Pin Code)

& Police Station \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Mobile No.: \_\_\_\_\_

FAX No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

6 Name, telephone no. / \_\_\_\_\_

mobile No. / email address of : \_\_\_\_\_

Authorized officer/person to \_\_\_\_\_

Coordinate with the office of the \_\_\_\_\_

DEO-cum-District Nodal Officer(MDM), Malkangiri

7 Banker of the Tenderer : \_\_\_\_\_

(Attach certified copy of statement of \_\_\_\_\_

A/c for the last six month) \_\_\_\_\_

Address & Telephone Number

of Banker \_\_\_\_\_

8 Successful Tenderer shall furnish required Security Deposit & Solvency Certificate within the time as specified by the District Nodal Officer (MDM), Malkangiri before execution of Agreement.

  
(Signature of the Issuing Officer)

18

(Signature of the Tenderer)

9 List of movable properties in the name of the Tenderer.

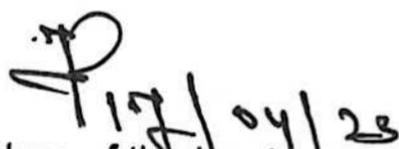
SI No	Particular	Details of properties	Approximate Market Value(in Rs.)
1	Light Vehicle		
2	Heavy Vehicle		
3	Fixed Deposits		
4	Bank Deposits		
5	Securities		
6	Other		

(Attach separate sheet, if required)

10 List of Immovable Properties in the name of the Tenderer:

Sl. No.	Particular	Details of properties					Approximate Market Value (in Rs.)
		Khata No.	Plot No.	Mouza	R.I. Circle	Tahasil	
1	Residential Building						
2	Office / Commercial Building						
3	Agriculture Land						
4	Land in Urban Area						
5	Plant & Machineries						
6	Other						

(Attach separate sheet, if required)

  
(Signature of the Issuing Officer)

19 (Signature of the Tenderer)

11 Details of Transport Vehicles in the name of the Tenderer.

Registration number of vehicle	Fitness, Certificate Number, if any	Type of vehicle (Heavy, Medium, Light).

12 PAN No. & year of filing the latest return:- \_\_\_\_\_

13 Registration No in the case of Company: \_\_\_\_\_

14 Affidavits mentioning that he/she/firm/company/HUF is not blacklisted by any Govt. organization / undertaking or that no criminal or vigilance case is pending.

15 Additional information, if any

(Attach separate sheet, if required)

I do hereby undertake that, I am agreed to the terms and conditions of the Tender Paper and Document and quoted the consolidated rate for all the S & T Agent operation both at OSWC godown to School point as specified at Clause-3 of the Tender Paper. I have enclosed the required documents duly signed and attested by the Notary Public as specified in *Checklist (Annexure-II)*.

Date:

Signature of Tenderer / Authorized person

Place:

Name:

Seal:

Telephone No.

Mobile No.

Email address :

  
(Signature of the Issuing Officer)

20 (Signature of the Tenderer)

**Annexure-II**  
**CHECKLIST**

**DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID**

Sl No.	Name of the Document	Put "√" mark
1	Tender paper & Tender document	
2	Technical Bid	
3	Certified copy of Partnership deed/Articles of Association /Memorandum of Association/Bye-laws etc. as applicable.	
4	Copy of Certificate of Registration, in case of Company	
5	Authorization letter in submitting the Tender Paper on behalf of the Partnership firm / Company / Hindu Undivided family.	
6	List of movable and immovable property.	
7	Copy of the latest Income tax return and copy of PAN No	
8	Affidavits mentioning that he/she/firm/company/HUF is not blacklisted by any Govt. organization / undertaking or that no criminal or vigilance case is pending against the Tenderer.	
9	List of two owned transport vehicle with attested Xerox copies of R.C. Books & Fitness Certificate.	

N.B:- All documents to be signed by the Tenderer and attested by any Notary Public.

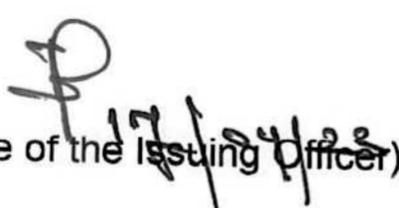
Date:

Signature of Tenderer / Authorized person

Place:

Name:

Seal:

  
(Signature of the Issuing Officer)

21

(Signature of the Tenderer)

**Annexure-III**  
**DECLARATION**

- 1 I, \_\_\_\_\_ Son / Daughter / Wife of  
Sri \_\_\_\_\_  
Proprietor / Director / Partner / Karta of HUF / authorized signatory of the  
Tenderer, mentioned above, and competent to 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 along with the above application are true  
and authentic to the best of my knowledge and belief. I / we, am / are 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:

Signature of Tenderer / Authorized person

Place:

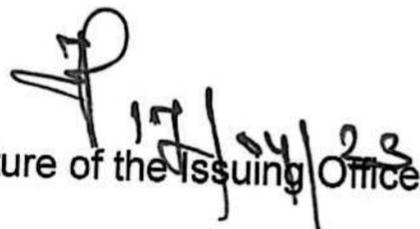
Full Name:

Seal:

Telephone No.:

Mobile No. :

e-mail id :

  
(Signature of the Issuing Officer)

22 (Signature of the Tenderer)

Annexure-IV

(POINT OF REFERENCE TO FILL UP PRICE BID)

FOR APPOINTMENT OF S & T AGENTS FOR TRANSPORTATION OF MDM FOODGRAINS  
FROM GODOWN TO SCHOOL/WSHGs POINTS

1. S & T Agent shall be appointed for lifting of rice from godown to school points of each block/ NACs.
- 4.1 (Services at godown to School points) –
  - (a) Stack breaking, bringing the stock to weighment place, weighment of stock by electronic / manual weighing scale and loading the stock to the vehicle.
  - Or
  - (b) Stack breaking, loading the stock to the vehicle and weighment at designated weighbridge.
5. The stock of Foodgrains will be in 50 kg / 100 kg bag or in packet of any weight.
7. Rate shall be mentioned for each Block in Tender Paper.
8. Rate shall be quoted after going thoroughly the general information on godown to School points, Block / ULBs and location of the retail centres as provided in a statement attached to the PRICE BID.
11. The rate shall be quoted basing on the prevailing rate of fuel charges. In case there will be substantial change in the rate of fuel, the rate of S & T Agent Operation shall be modified accordingly as decided by the District Tender Committee. The decision of the District Tender Committee shall be final and binding.
12. Format for quoting the rates shall be submitted separately in a sealed cover, superscribing "PRICE BID".
13. Envelope continuing TECHNICAL BID will be opened first and scrutinized on the day of opening of tender paper.
14. Only the PRICE BID of a qualified tenderer on scrutiny of TECHNICAL BID shall be considered and opened, on intimation to qualified tenderer.

  
(Signature of the Issuing Officer)

23

(Signature of the Tenderer)

**Annexure-V**

**PRICE BID**

**DISTRICT: MALKANGIRI.**

OSWC Godown	Block / ULBs OSWC Godown to School points	Rate of S & T operation per Quintal (In rupees).	
		In figure	In words
OSWC-PEG Godown Malkangiri	Malkangiri Block & Malkangiri Municipality Kalimela Block Podia Block Korukonda Block & Balimela NAC		
OSPEG, Khairput	Chitrakonda Block Khairput Block Mathili Block		

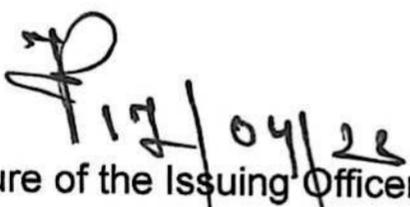
Date:

Signature of Tenderer / Authorized person

Place:

Name:

Seal:

  
(Signature of the Issuing Officer)

24

(Signature of the Tenderer)