

U. T. Administration of Daman & Diu,
Office of the Collector,
Civil Supplies Department,
Collectorate, Dholar,
Moti Daman – 396 220, 2019

No.4-166/CSD/DMN/e-Tender/Part-II/2019-20/1133 Date: 10/07/2019

INVITE E-TENDER (ON LINE) INVITATION NOTICE NO.01/2019-20

Sealed Tender are hereby invite from the interested firms/agencies/transport contractor, on behalf of the President of India by the undersigned through on-line invite e-tender on <https://ddtenders.gov.in> for transportation of Government Foodgrains (including loading and unloading) during the year 2019-20 for the Civil Supply Officer, Civil Supplies Department, Collectorate, Daman from the transport contractor on or before 30/07/2019 upto 15.00 hours.

Description of Work	Approximately cost	EMD	Tenders Fees
For awarding Transport Contract on Transportation charges for transportation of Government Foodgrains (Including Loading and Unloading) of Civil Supplies Department from any FCI Depot situated in Gujarat State like Valsad, Navsari, Surat, Bharuch, Baroda etc. to all respective Fair Price Shops of Daman District as per the direction and terms of contract.	Rs.50.00 lakhs	Rs.1,25,000 lakhs	Rs.2,000/- (Non refunded)
• Online starting of e-Tender			10/07/2019, 15:00 hrs.
• End date of online downloading of tender documents			31/07/2019, 13:00 hrs.
• Online submission of tender			31/07/2019, 15: 00 hrs.
• Online opening of Finance Bid			31/07/2019, 15:30 hrs. (if possible)
<ul style="list-style-type: none"> • Submission of Tender Fees in form of Demand Draft (DD) and Earned Money Deposit (EMD) in form of FDR, valid copy of GST Number with Certificate, Ownership RC Book & Transporter License & PAN Number etc. These are the mandatory required to be upload and hard copy of the above mentioned documents shall also be submitted to the Tender Inviting Authority by RPAD/Speed Post/Courier. However, Tender Inviting Authority shall not be responsible for any postal delay. The said documents can also be deposited on or before 31/07/2019 at 15.00 hours in the office of the undersigned. 			
<ul style="list-style-type: none"> • The Tender Inviting Authority reserve the right to accept/reject any or all tenders without assigning any reasons thereof. 			

<ul style="list-style-type: none">The rate should be quoted in the Electronic Format only; the rate should be valid up to two years from the date of acceptance of tender and further extendable for a time period decided by the department.
<ul style="list-style-type: none">The tender will be opened on the same day in presence of the Tenderer or their representatives, if any. The offers received without obtaining tender documents or without EMD and Tender fees shall be rejected.
<ul style="list-style-type: none">The Tender Form along with all details including schedule and terms & conditions can be down-loaded from the Website https://ddtenders.gov.in. The Tender Fees (Non refundable) in form of DD and EMD in form of FRD may be kept in Technical Bid along with the above mandatory documents. The Financial Bid shall be opened to those firms/agencies/transport contractors who qualify in Technical Bid.
<ul style="list-style-type: none">Bidders have to submit price bid in Electronic format only on www.ddtenders.gov.in website till the last date and time for submission. Price Bid in Physical format shall not be accepted in any case. Only tender fees and EMD should be submitted in original to be sent to the above mentioned address by R.P.A.D./Speed Post. Tender received only in hard copy will not be accepted.
<ul style="list-style-type: none">In case any bidder needs any clarification or if training is required for participating in the online tender process they can contact the following Office.
<ul style="list-style-type: none">In case bidder needs any clarification on the process of bidding for participating in online tender for further details, correspondence can be made on E-mail: (GePNIC portal, 24 x 7 Help Desk number 0120-4200462, 01120-4001002, 0120-4001005 and 0120-6277787 may be contacted or NIC, Daman may be contacted on phone or through e-mail to support-gepnic-dd@nic.in

Signature valid

Digitally signed by HARMINDER SINGH
Date: 2019.07.10 00:08:23 IST
Reason: Approved

Dy. Secretary (F&CS),
Civil Supplies Department,
DAMAN

Copy fd.wcs. to: -

1. The Director (IT), Secretariat, Fort Area, Moti Daman.
2. The NIC, Daman – with request to publish in UT Administration Official Website.
3. All Heads of Office, Daman – for wide publicity.
4. Copy to all reputed firms/agencies/transport contracts – for information & necessary action.

GENERAL CONDITIONS:

1. The rate should be quoted in Scheduled of work including all taxes.
2. The sealed envelope should be superscripted by words "TENDER FOR TRANSPORTATION OF GOVERNMENT FOODGRAINS (including loading and unloading) for Civil Supply Department, Daman for the year 2019-20 onwards..
3. Earnest Money Deposit of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand only) should be in form of F.D.R. in favour of the undersigned with the tender. The tender received without E.M.D. will not be accepted.
4. Right to accept or reject any tenders without assigning any reasons thereof are reserved with the Civil Supply Officer, Civil Supply Department, Collectorate, Daman.

5. Conditional tenders shall be rejected out rightly.

The application with tender fees is to be accompanied with the following documents.

1. The tenderer who wish to download tender notice from Website will pay Rs. 2000/- (Rupees Two Thousand only) by D.D. drawn on or before the due date of tender.
2. Experience certificate similar nature of work of Transportation work from any Government or Semi Government Body OR PSU.
3. Attested copy of PAN Number.

4. Copy of inter-state transport permit of transporter.
5. Documents showing the ownership of truck(s)/tempo or having trucks/tempo on hire contract/agreement.
6. Copy of GST issued by Competent Authority.
7. Copy of insurance of the vehicles used for transportation.
8. Scanned copy of EMD.
9. Scanned copy of Tender fees.
10. Declaration/Certificate of non-black listed of firm.

-SD-

Dy. Secretary (F&CS),
Civil Supplies Department,
DAMAN

Signature & Stamp of Contractor.
in acceptance of the condition.

CONDITION OF THE CONTRACT

Tender documents for cleaning handling and transporting Government Foodgrains in Daman District for the Civil Supply Department, Collectorate, Daman.

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MEMORANDUM AND OTHER CONDITIONS:

1. The tender is for cleaning handling and transportation of Government Foodgrains for the Food and Civil Supply Department, Daman, for a period from 01/10/2019 onwards. The tender shall be received by the Dy. Secretary (F&CS)/Civil Supply Officer, Civil Supply Department, Collectorate, Daman.
2. The tenderer shall deposit Rs.1,25,000/- as Earnest Money in the Form of F.D.R. issued from any Schedule Bank in favour of Deputy Collector (HQ), Daman and submit the same to this office alongwith tender. The amount will be returned to unsuccessful tenderers. In case of successful tenderers, Earnest Money will be refunded in accordance with the terms and condition of this contact.
3. **SECURITY DEPOSIT TO BE PAID BY SUCCESSFUL TERNDERER AS UNDER** :- 10% security Deposit will be deducted from the bill, raised by the Agency and will be released at the time of release of EMD.
4. If the tender is accepted, no separate agreement shall be necessary and the tender itself shall be treated as the contract.
5. For the purpose of receiving orders and other instructions the Contractor shall nominate permanent representative at all the principal stations. It will be the duty of the approval contractor for prompt clearance and conveyance of the stores from storage Centers indicated in the order/s.
6. **CLEARING AND FORWARDING** :-

The documents in respect of the lifting/ carriage of Government Foodgrains allotment order etc. will be delivered to the contractor/s from the Department of Civil Supply, Collectorate, Daman for the purpose of cleaning of goods. The contractor shall carry out all necessary formalities for the clearance of the Foodgrains from Government Depot of F.C.I. as authorized by the concerned officers of the concerned department immediately. The actual expense made by the Contractor in connection with the clearance as stated will be paid to the Contractor by the concerned department on submitting a bill thereof with all relevant vouchers. No separate charges of commission in addition to the actual expenditure incurred by the Contractor will be paid to the contractor for the above mentioned work or any relating to the clearance. The contractor shall also save all Foodgrains from sweep and fill it in gunny bags supplied by the department.

7. The contractor shall get surveyed all the slack or damaged bags and obtain the necessary survey reports from concerned in charge Depot of F.C.I. and submit the same to this office within one month from the date of delivery, alongwith statement, showing the number of bags short, number of bags slack, failing which the contractor will be held responsible for payment of losses caused on this account. The Government food grains, which are delivered by FCI depots shall be taken for 100% weightment from them,

and delivered to Departmental depot for 100% weightment.

8. Clearance removal of the goods from premises of FCI Depot will have to be made within the free period allowed by the respective FCI authorities. Under no circumstances, claim for damage overtime etc. incurred by the Contractors for delay in lifting of the materials will entertained by the Department.
9. The tender should be signed, dated and witnessed in all the places provided for the documents, If the tender is submitted on behalf of a firm, it must be signed either by all the partners of the firm or same person holding a valid power of attorney from all the partners constituting the firm in such case certified copy of power of attorney shall be attached to the tender documents. Also a person who is a partner in a partnership of any registered firm will not be allowed to submit tender in his individual capacity.
10. The Civil Supply Officer or his duly authorized Officer shall open tender in presence of tenderers who have submitted tenders of their authorized representatives who may be present at the time.
11. The Officer competent to dispose of the tenders shall have the right of rejection of all or any of the tenders without giving any reason.
12. The contract will be valid for a period of two years. It is mutually agreed upon that in case the Secretary (F & CS), if desires he may at his discretion extend the period of contract under the same rates and on the same terms and condition of this contract for an additional period mutually agreed upon.

The rate should be quoted in the prescribed form given by the department; the rate should be valid upto two years from the date of acceptance of tender and further extendable for a time period decided by the department.

13. The rates to be quoted by the tenderer will be for each item stated in schedules of works attached hear to at Annexure – I.
14. All the legitimate expenses made by the Contractors on behalf of Secretary (F & CS), Daman in connection with the clearing of the Government Foodgrains will be refunded to the contractors on producing relevant documents. However, the decision of the Secretary (F & CS), Daman & Diu and DNH, in this regard will be final.

CLAUSE :1 : SECURITY DEPOSIT:

The person/persons from whom the Earnest Money is taken and whose tender has been accepted will be called contractor or contractors hereinafter and the earnest money shall be refunded to the Contractor after three months of his/their completion of the contract satisfactorily.

CLAUSE :2 ORDERS OF WORK:

All orders for a work or works will be given to the contractor in writing and duly signed by the concerned authorized Officers of concerned department in prescribed work order form, stating dear all necessary details connected with work and the time allowed for its completion.

CLAUSE : 3

The Contractor shall lift the materials within the time limit mentioned in the respective work order. Failing which the Contractor shall be liable to pay a sum of Rs.100/- (Rupees One hundred only) per day as a damages for not lifting the goods in time until the delivery completed.

CLAUSE: 4 :

In the event of delay as stated in clause 3 mentioned above for 5 consecutive days and more, the Secretary (F & CS), Daman & Diu and DNH reserve his rights to clear handle and transport the goods by himself and without giving any notice to the contractor. In such cases the contractor shall have no right to claim any loss or compensation from the Secretary (F & CS), Daman & Diu and DNH reserve the rights to recover any extra expenses incurred in clearing the goods on making of his own arrangements from security deposit or the payment dues to contractor.

CLAUSE : 5:

During the execution of contract and particularly during the transportation, lifting or disbursement of Foodgrains, if there is loss or damage or difference in weight of foodgrains, the loss, damage and difference will be recovered from the Contractor.

CLAUSE : 6:

Delivery of the materials is to be taken by the contractors at places mentioned in the order and the materials will be delivered by the contractors at the places stated in the same order. The contractors shall stack the materials neatly and as directed in the laces storages.

CLAUSE : 7:

The contractor shall supply at his own risk and cost all Labour, tools, plants and equipments required for the due fulfillment of his contract. Any accident or loss to life or material during food handling is the responsibility of contractor.

CLAUSE : 8:

Any materials to be transported will be loaded into trucks properly and covered with tarpaulin as precaution from deterioration or loss in transit. The contractor shall be responsible for breakage and loss occurs in transit and value of the materials so lost or damaged shall be recovered from the contractor. The value for the purpose shall be based on the market rate or issue rate from the fair price shops whichever is higher. The rate will be determined by the Secretary (F & CS),

Daman & Diu and DNH whose decision in this regard shall be final.

CLAUSE : 9:

The rate inclusive all taxes including loading and unloading should be quoted in electronic prescribed form given by the department; the rate should be valid upto two years from the date of acceptance of tender and further extendable for a time period decided by the department.

CLAUSE : 10:

Payment will be made to the contractor on completion of all work and on producing the relevant bill or bills which shall be supported by copy or copies of respective work orders and certificates/ or completion of works obtained from the concerned officers of concerned department. The bill of the contractors for transporting foodgrains from any FCI Depot to respective all Fair Price Shops of Daman District will be passed on the basis of the distance accepted by the Secretary (F & CS), Daman & Diu and DNH and intimated to the contractor from time to time and that no representation on this account will be entertained.

CLAUSE : 11:

The contractor is bound to complete the work satisfactory and completely.

CLAUSE : 12:

The certificate of completion of work will be given on his/their satisfactory completion of all works orders. Such certificate will be given by a Dy. Secretary (F&CS)/Civil Supply Officer of the Civil Supplies Department, Collectorate, Daman.

CLAUSE : 13:

The contractor shall not enter into sub-contract without prior written permission of the Secretary (F & CS), Daman & Diu and DNH. Violation of this will lead to termination of the contract without any notice. Moreover the Security Deposit of the contractor shall be forfeited.

CLAUSE : 14:

No material shall be brought to the side of the work or delivered on Sunday and Holidays without the prior intimation of the concerned officers of concerned department.

CLAUSE : 15:

The contractors shall be responsible for the compensation to his workmen which may be payable under workman's Compensation Act 1923 (VIII of 1923) for any injuries suffered by them. If such compensation is paid by the Secretary (F & CS), Daman & Diu and DNH as principal under sub section (1) of section 12 of the said Act on behalf of the contractor the same shall be recovered by the Secretary (F & CS), Daman & Diu and DNH from the contractor under sub section (2) of the said section, such compensation shall be recovered in the manner laid down in the clause (1) above, from the amount of Security Deposit or payment dues to contractor, failing which legal step will be taken against the contractor for the recovery of the amount in exceed so paid by the Secretary (F & CS), Daman & Diu and DNH.

CLAUSE : 16:

The decision of the Secretary (F & CS), Daman & Diu and DNH shall be final and binding on all matters relating to the meaning of the specification of this contract.

CLAUSE : 17:

The contractor/s shall not employ any person or persons who are under age of 18 years. In the event the contractor do so the Secretary (F & CS), Daman & Diu and DNH reserved right to remove such persons from the work. No responsibility shall be accepted by the Secretary (F & CS), Daman & Diu and DNH for any delay caused in the completion of the work by such removal. The contractor shall pay notified minimum wages to the workmen employed by him in the works under taken under this contract.

In the event of any dispute arising between the contractor and his workers on the ground that the wages paid are not fair and reasonable the dispute shall be referred to the Secretary (F & CS), Daman & Diu and DNH who shall decide the same. The decision of the Secretary (F & CS), Daman & Diu and DNH in such cases is conclusive and binding on the contractor. Any delay caused in the completion of the work as the result of a dispute shall be entirely the responsibility of the contractor.

CLAUSE : 18:

Payment to contractor shall be made by the account transfer (NEFT/RIGS).

CLAUSE : 19:

Acceptance of condition of this tender shall be compulsory to the approved contractor. Any tenderer who does not agree to the above conditions may not submit his/their tender.

CLAUSE : 20:

All dispute between the parties hereto arising out of this contract or in relation hereto or regarding the interpretation of any clause thereof for the decision of which no express provision has herein before been made shall be referred to sole Arbitrator who is the Secretary (F & CS), Daman & Diu and DNH for decision and his decision shall be final and binding on the parties. The provision of the Arbitration Act, for the time being in force shall be applicable to such reference.

CLAUSE : 21:

Any work not covered by the schedule of work but pertaining to the same work the work may be done through the contractor if so asked by the Secretary (F & CS), Daman & Diu and DNH or any other officer authorized by him at the rate agreed between the Secretary (F & CS), Daman & Diu and DNH and the terms & conditions of contract which are applicable to the items of work mentioned in the schedule of work will also apply "mutatis mutandis" to the said item of works.

CLAUSE : 22:

Notwithstanding anything in the contract the Govt. may rescind the contract for breach of any of the terms and conditions are on the part of the contractor by giving him 30 days clear notice in writing.

For violation of any of the terms and conditions of the said agreement, the contractor is liable to be black listed for taking part for a minimum period of three years. Before taking the proposed action against defaulter contractor an opportunity of hearing shall be given to him. The final orders passed by competent authority shall be final and binding upon the contractor.

CLAUSE : 23:

The agency/ contractor will be responsible for loss of foodgrain during transit from FCI Depot to respective all Fair Price Shops of Daman District.

CLAUSE : 24:

The transportation of foodgrains shall be as per schedule provided by the Department.

CLAUSE : 25:

Any person who is in Government service or an employee of Administration of Daman & Diu should not be made partner to the contract by the contractor directly or indirectly in any manner whatsoever.

CLAUSE : 26:

During the period of contract, the rates will not be revised with the revision of any taxes or fuels on wages by the Administration of Daman & Diu or by the Government of India or any other Authority.

CLAUSE : 27:

The contractor shall not employ any person who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts /Rules like minimum wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/ Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable on the Contractor, there will not be any liability on the Department.

CLAUSE : 28: All payments to the workers/ drivers shall be made by the Contractor through Bank and no cash will be disbursed in any kind.

CLAUSE : 29: For lifting and disbursing the foodgrains within time prescribed by the department/ authorized officer a minimum penalty of Rs.1000/- (Rupees One thousand only) will be imposed per default and maximum penalty as decided by the Competent Authority shall be deducted from the usage charges bill submitted by the contractor to the department for payment. In case of non-lifting or disbursing the foodgrains on time prescribed, the department is free to lift/ disburse from any other person/agency and the cost incurred for this will be suitably recovered from the contractor.

CLAUSE : 30: The contractor shall indemnify the Department against all other damages/ charges for which the Government/ Department may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/ injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.

CLAUSE : 31: The department shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.

CLAUSE : 32: In case of any dispute in respect of the tender, **all legal** matters shall be instituted within the jurisdiction of Daman.

CLAUSE : 33: GSTIN TDS / Income Tax applicable, if any, as per income tax rules shall be deducted from the monthly bill (Gross amount) of the agency.

-Sd-

**Dy. Secretary (F&CS),
Civil Supplies Department,
DAMAN**

Signature of Tenderer in token
of acceptance of tender condition.

The above terms and conditions are accepted and are binding to me/us.

Signature of
tenderer/ _____
Name of Tenderer with seal of the firm

Note : Please return one copy of these terms & conditions dully sign with seal of firm
alongwith the tender.

ANNEXURE – I

PRICE SCHEDULE AND DESCRIPTION OF WORK
In electronic format only

Sr. No.	Description	K.M.	Rate per K.M. per M.T. including all taxes, loading & Unloading	Period
01.	For awarding Transport Contract on "Transportation Charges of FCI Depot situated in Gujarat State like Valsad, Navsari, Surat, Bharuch, Baroda etc inclusive of loading and unloading to all respective Fair Price Shop at Daman District"	Rate per Km/M T		The rate should be quoted in the prescribed form given by the department; the rate should be valid upto two years from the date of acceptance of tender and further extendable for a time period decided by the department.

NOTE: Rate should be quoted in figures and words.

DAMAN

Signature of Contractor

Date: /07/2019.

Dy. Secretary (F & CS)
Daman & Diu.

Annexure 'A'

(To be furnished on non-judicial stamp paper).

AFFIDAVIT

I/We/M/s _____ are registered as service provider firm named M/s _____ as per GST Registration Certificate No. _____ EPENo. _____ ESI No. _____ having registered office at _____ do hereby declare and solemnly affirm that I/We have not been Black-listed, nor mine/our Tenders or Orders have ever been cancelled by any State/UT/Central Government or any partner or shareholder either directly or indirectly connected with or has any subsisting interest in the business of my/our firm nor any legal proceedings have ever been initiated/pending or any penalty has ever been levied due to delay of non completion of order by any State/UT/Central Government or by any authority.

Place: _____

DEPONENT

Dated: _____

Verification

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed therein.

Place: _____

DEPONENT

Dated:- _____