

DEPARTMENT OF FOOD & SUPPLIES AND CONSUMER AFFAIRS,
U.T., CHANDIGARH

Tender Form No. _____

Cost of Tender Form: Rs. 1000/-

Date of Issue: _____

Sign. of official: _____

Date and Time of receipt of tender:

22.12.2014 upto 05.00 P.M.

Date and Time of opening of tender:

23.12.2014 at 11.00 A.M.

Tender for Transportation including labour, unloading, stacking handling and weighment to provide doorstep delivery of essential commodities under TPDS.

The Department of Food & Supplies and Consumer Affairs, UT, Chandigarh invites applications for sealed tender for transportation, labour, unloading, stacking, handling and weighment work for the period **23-12-2014 to 31-03-2015** from interested and eligible parties. The terms and conditions of Tender for appointment as Contractor for Transportation including labour for unloading, stacking handling and Weighment to provide doorstep delivery of essential commodities under Targeted Public Distribution Scheme (TPDS) at the designated Fair Price Shops (FPSs) or under any other welfare schemes, within the jurisdiction of Chandigarh are given herein below:-

1) Definition

- i) The term 'Contract' shall mean and include the invitation to tender, incorporating the instructions to tenderer, the tender, its annexure/ Appendix and schedules, acceptance of tender and such general and special conditions as may be added thereto it.
- ii) The term 'Committee' means a team/group of members constituted by the Department of Food & Supplies and Consumer Affairs, UT, Chandigarh to process the tender from stage of tendering till final allotment.
- iii) The term 'Department' wherever occurring shall mean the Department of Food & Supplies and Consumer Affairs, UT, Chandigarh and which include its Director or any other competent officer acting on his behalf.
- iv) The term "Tenderer" shall mean and include the person and persons, firm or Company who have read and understood the terms and condition of tender and have participated in the tender. Please note that Fair Price Shops owners or their family members are not eligible to participate in the tender. Family means self, wife or husband and legitimate children, step children residing with and wholly dependent upon the person.
- v) The term 'Contractors' shall mean and include the person or persons, firm or company with whom the contract has been entered into. This includes their

heirs, executors, administrators, successors and their permitted assigns as the case may be.

- vi) The term 'Services' shall mean the performance of any of the items of work enumerated in the Tender, additional and incidental duties, services and operations as may be indicated by the Department.
- vii) The term 'Contract Rates' shall mean the rates of payment approved by the Committee constituted for the purpose and as accepted by the tenderer.
- viii) The term 'Godown' shall mean and include storage point which is in occupation of the Department. The main Godown is situated at Plot no. 23, Industrial Area, Phase-I, Chandigarh.
- ix) The term 'Essential Commodities' shall mean and include Wheat, Rice, Sugar etc. or any such item which is to be distributed under TPDS or under any other welfare scheme.
- x) The term 'Vehicle' wherever occurring shall mean mechanically driven commercial vehicles such as lorries, truck, matador, jeep, auto rickshaw etc. used for carrying the goods. The same however excludes animal driven carts etc.
- xi) The 'Fair Price Shop (FPS)' shall mean the shop for which license has been given by the Department for the distribution of essential commodities under TPDS in Chandigarh.
- xii) The term 'Contractor' wherever shall mean the person or persons/ firm/ company who has been assigned the work for execution as per the terms and conditions.

2) Objects of the Contract/Work

The contract/work includes the transportation, labour for unloading, stacking, handling and weighing of the essential commodities such as Wheat, Rice, Sugar, etc., to be delivered to all Fair Price Shops and to any other place as designated by the Department, directly from Godowns as prescribed by the Department.

3) Parties to the Contract

The parties to the contract are the Director Food & Supplies and Consumer Affairs, UT, Chandigarh or any other competent officer acting on his behalf and the contractors.

4) Volume of Work

No definite volume of work to be performed is guaranteed during the currency of contract. The Department further reserves the right to appoint one or more contractors for carrying out the said contract/services. No claim shall lie against

the Department by reason of such division of work.

5) Information about Tenderer

The tenderer must furnish full, precise and accurate details in respect of information asked for in 'Appendix- A' attached to the Tender form. Also, the 'Appendix- B' be enclosed for rates.

6) Signing of tenders

Person or persons signing the Tender shall state in what capacity he is or they are signing the tender. In the case of a partnership firms the names of all the partners should be disclosed and the tender should be signed by the authorized partner having being authorized by all the partners. The original or an attested copy of the partnership deed should also be furnished along with the tender.

7) Earnest money

Each tender application must be accompanied by an Earnest Money amounting to Rs. 50,000/- (Rs. Fifty Thousand only) in the form of a Bank Draft issued by any scheduled bank, in favour of "The District Food & Supplies and Consumer Affairs Officer (DFSO), UT, Chandigarh". Tenders not accompanied with earnest money in the form prescribed above, shall be summarily rejected. The earnest money shall be liable to be forfeited, if the tenderer, after submitting his tender rescind from or modifies his offer after the acceptance of his tender, fails to furnish the requisite security deposit by the due date etc., without prejudice to any other rights and remedies of the Department under the contract and law. The earnest money will be returned to all unsuccessful tenderer, as soon as practicable, after decision on tenders. In respect of the successful tenderer, the Earnest Money may be adjusted towards the Security Deposit to be furnished as per terms of the tender. No interest shall be payable on the amount of earnest money/security deposit.

8) Security deposit

The successful tenderer shall furnish Security Deposit in the form of Cash Deposit of Rs. 1,00,000/-, (Rs. One Lac only) by way of Bank Draft issued by any scheduled bank, favouring "The District Food & Supplies and Consumer Affairs Officer (DFSO), UT, Chandigarh". The same will be deposited within 72 hours of the acceptance of tender as conveyed by the Department. The said Security Deposit so deposited with the Department along with the Earnest Money of Rs. 50,000/-, (Rs. Fifty Thousand only), if any, shall be refunded to

the contractor/s on satisfactory performance of the services and on completion of all obligations by the contractor, as per the terms and conditions of the contract and on submission of a No Dues Certificate (NDC). The refund is subject to such deduction as may be necessary for making up of the claims against the contract. The security deposit furnished by the tenderer would be subject to the terms and conditions given in this tender document and the Department will not be liable for payment of any interest on the security deposit or any depreciation thereof.

9) Documents to be attached with Tender

The tenderer should submit tender in two sealed envelopes, duly filed in complete, as specified in the terms & conditions. The tenderer shall sign on each page of tender form. All credentials, documents and copies of certificate/information called for shall be submitted as per tender document. Incomplete tenders in any form will be ignored/rejected by the committee. The tenderer must furnish complete, precise and accurate details in respect of information sought in the tender form. All credentials, documents and copies of certificate/information called for would be submitted as per tender document.

10) Delivery of tender

The tenders shall be submitted in **two separate sealed envelopes** (one with tender rates and second with other documents) being clearly subscribed as "Tender for transportation, labour, unloading, stacking, handling and weightment work for the period **23-12-2014 to 31- 03-2015**".

11) Opening of Tender

The tenders will be opened as per the date and time indicated in tender form. The tenderer will be at liberty to be present in person, at the time of opening of tender. However, if due to some unavoidable circumstances the tender cannot be opened as per fixed schedule date and time, the revised schedule shall be intimated to tenderer by the Department, accordingly.

12) Scrutiny of the Tenders

The scrutiny of tender shall be done by the committee. Necessary clarification

required by them shall be furnished to the tenderer during the opening of tenders. It should be clearly understood by the tenderer that no opportunity shall be given to them to modify or withdraw tender at a stage when the contract rates are known to all tenderer/s. The Department shall prepare all the proceedings of the finalization of the tender, in writing and will get the same duly signed from all member of the Committee.

13) Corrupt Practices

Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer/ official of the Department shall (in addition to any criminal liability which the tenderer may incur) debar his tender form being considered & and the earnest amount deposited by the tenderer would be forfeited. Canvassing on the part on behalf of the tenderer will also make their tender liable to rejection.

14) Acceptance of tenders

The Department reserves the right to reject any or all tenders without assigning any reason. In case the lowest tenderer fails to deposit the Security Deposit or also fails to execute agreement within 72 hours of the issue of the acceptance letter by the Department, the earnest money/security deposit shall be forfeited without any further notice and the Department shall consider to award the contact to the next lowest party or inviting fresh tenders, as deemed fit. Also, in case, if two or more rates/ quotes match, the Department will hold discussions with these parties to finalise the contract.

15) Subletting

The contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of the contractor/s contravening the conditions the Department shall be entitled to place the contract elsewhere on the contractor/s account and at their risk and the contractors shall be liable for any loss or damage which the Department may sustain in consequence or arising out of such replacing of the contract. The security shall also be forfeited and the contractor/firm/company will be black listed.

16) Liability of contractor for his employees/workers

All persons employed by the contractor shall be engaged by the contractor as their own employees/workers and in all respects and the responsibility under the labour laws like Factories Act, Workmen Compensation Act, Employees

Provident Fund Act, Payment of Wages Act, Contract labour (Regulation and Abolition Act, 1970) or any other similar enactments in respect of all such laws, shall be that of the contractor/s.

17) Liability of contractors, including losses etc., suffered by the Department

The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Department due to the contractor's negligence and undue performance of any services under this contract. The decision of the Department in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.

In the event of the security being insufficient or if the security has been wholly forfeited the balance of the total sum recoverable as the case may be, shall be paid by the Contractor on the terms and conditions, as fixed by the Department.

18) Payment

- a) Payment shall be made by the Department only after the submission of bills, duly supported and verified by concerned officers/officials of the Department.
- b) The contractors should submit all their bills not later than 5th of next month, failing which the Department will not be responsible for any delay in payment.
- c) Payment to the contractors shall be made by the Department at the approved rates, through cheques only.

19) Laws governing the contract

The contract will be governed by the rules, regulations and laws applicable and for the time being in force.

20) Deduction of Income Tax or any other tax

Deduction of Income Tax or any other Tax and Surcharge, if any, applicable shall be made at source as per law in force by the Income Tax Department. Further as per present provisions of Service Tax, such services are covered under "Reverse Mechanism". Thus implication of Service Tax, if any, will be borne by the Department.

21) Period of Contract

The contract shall remain enforce for the distribution period **23.12.2014 to 31.03.2015** or such date as may be decided by the committee subsequently. The Department will be at its sole discretion in exigency and emergency, can extend the period of contract further beyond the original contract period by 03 months on same rates and terms and conditions. The contractor has to

work accordingly.

22) Summary Termination

In the event of the contractor having been declared insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Department shall be at liberty to terminate the contract without prejudice or any other rights under the contract and to get the work done for the remaining period of contract at the risk and cost of the contractors and to claim from the contractors entire loss sustained or costs incurred to the Department. In case any FIR is lodged against the contractor on account of diversion, misappropriation or mishandling of commodities under TPDS, prior approval of the Director Food & Supplies and Consumer Affairs, UT, Chandigarh is sufficient to terminate the contract and to forfeit the security deposit. Any other action for recovery shall also be taken.

23) The tenderer shall furnish an affidavit, given as under

- i) That I/We/our firm/company is not blacklisted by any Govt./Semi- Govt./Public Sector Undertaking.
- ii) That my/our contract was never terminated before expiry of contract or security/earnest amount forfeited by any Govt. / Semi- Govt. / Public Sector Undertaking.
- iii) That I/We have never been prosecuted by any judicial court for any criminal breach of trust.
- iv) That I/We shall not sublet the contract to any other person/firm.
- v) That the list of vehicles provided are under my/our occupation.
- vi) That I/we are in a position to arrange more vehicles as per the requirement for the work assigned.
- v) That the information given in the tender form is correct and nothing has been concealed thereof and if, anything found wrong, legal action may be initiated against me/us as per law in force.

24) Laws governing the contract

The contract will be governed by the Laws of India for the time being in force. In case of any dispute/ recoveries the decision of the Department will be final. In

case if the issues are still not resolved, the matter will be referred to the Secretary Food & Supplies and Consumer Affairs, UT, Chandigarh and who may appoint any officer on his behalf for adjudicating the matter of dispute under the provision of Arbitration Act, 1996 and his decision shall be final and binding on both the parties.

25) Other General terms and Conditions

- i) The tender rates should be filled neat, clean and be sent in two separate sealed envelopes (one with tender rates and second with other documents). There should not be any cutting/ overwriting in the tender form.
- ii) The contractor/s shall always be bound to act with reasonable diligence and in business like manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.
- iii) The contractor/s are responsible for his workmen/employees for any deed done by them.
- iv) The contractor/s will ensure quality and quantity of such essential commodities which are to be delivered to Fair Price Shop (FPS) till its delivery. Also ensure the delivery of balance stocks in the first week of next month, if any.
- v) The contractor shall be responsible for the safety of the goods from the time they are loaded on their delivery vehicles from loading point, until they have been unloaded from their vehicles at the doorstep of fair price shops or any other designated place by the Department, so as to avoid any loss.
- vi) The contractor/s shall be liable to make payments to the Department, equivalent to the value of any loss, shortages or damage during transit. The decision of the Department in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors. The Department will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the contractors for such loss and the amount to be recovered from them.
- vii) The contractor/s shall provide sufficient number of tarpaulins for each vehicle to cover the bags of essential commodities under TPDS. The Transporter shall be responsible, if the essential commodities are damaged by rain or any other way due to the contractors failure to supply adequate number of tarpaulins or to take reasonable precautions.
- viii) The contractor/s shall strictly abide by all rules and regulations of Chandigarh Administration i.e., Transport /Police/Municipal Authorities or any other related Govt. regulations. If any contractor undertakes transportation from any vehicle which is not permitted under motor vehicle act for transportation work, the Department is competent to terminate the contract or forfeit the security money and other action for recovery shall also be taken.

- ix) The charges/expenses related to the parking, toll taxes, challans, overtime etc., are to be paid by the tenderer.
- x) Contractor should own atleast four commercial vehicles registered in his or his company's name.
- xi) The tender shall remain valid for acceptance upto and including of 90 days from the date of opening of tender or to the extension of said date for further 60 days. In case any tenderer withdraws the tender before the validity period, the earnest money deposited, shall be forfeited without giving any notice.
- xii) The contractor/s will have to execute all the work to the full satisfaction of the Department and should obey directions for proper execution of the contract.
- xiii) The contractors will install GPS system in the vehicles used for doorstep delivery and give the copy of RC of such vehicles on which GPS system installed. He will be responsible to ensure that GPS system remained in working failing which penalty will be imposed, as fixed by the department. However, time extension can be granted by the Department on valid grounds if requested by the contractor.
- xiv) The electronic weighing machine shall also be provided by the contractor/s in the vehicles during supply of essential commodities to the fair price shops or the place designated by the Department.
- xv) The contractor will lift essential commodities after verifying the quantity of the essential commodities and will be responsible for delivery of quality commodities in correct weight.
- xvi) The contractor should have at least two years of experience for transportation of goods. Requisite documents in evidence thereof should be furnished by the Tenderer which may be verified by the Department.
- xvii) In case the rates quoted by the lowest tenderer i.e., L-I agency are found to be non-workable, then the department reserves the right to discuss the matter with the L-I agency before finalising the contract.
- xviii) The Contractor should provide adequate number of vehicles including LTVs and MTVs except autos to the Department for timely supply of 25000 qtls approximately of essential commodities per month. In case the contractor fails to provide the adequate number of vehicles at any given time for transportation of essential commodities, the Department shall be competent to hire and arrange transportation from other sources at the entire risk and cost of the contractor by giving a prior notice to the contractors, being time bound programme to ensure uninterrupted supplies of essential commodities.
- xix) The contractor shall have to make own arrangement for giving supplies of essential commodities to the Fair Price Shops or any other place designated by the Department on 100% weighment basis and shall obtain receipt from

the FPS owners on the bill/challan issued by Department. The contractor will make entries in the stock registers of FPS owners in case employees of Department are unable to accompany the vehicles. Also, the contractor will maintain his separate stock register for the delivery of essential commodities. The contractor shall give the delivery to the authorized Fair Price Shops or the place designated by the Department for which he will be sole responsible.

- xx) The Tenderer must get themselves full acquainted with terms and conditions of tender, locations of lifting, loading, unloading, weighment and handling points etc. before submission of tender or rates. Once the tender is submitted it shall be deemed that tenderer has fully acquainted themselves with the terms and conditions and other general information.
- xxi) The tenderer should not incorporate any condition in the tender, as conditional tenders are likely to be ignored.
- xxii) In case the contractor fails to lift the essential commodities against the release order within its validity, he will be liable to pay penalty @ Rs.5000/- per day.
- xxiii) In case any dispute arises in respect of interpretation of any clause of the agreement, the same can be resolved by mutual discussion between the contractor and the Department and in any case if the matter is not resolved, the same will be referred to the Secretary Food & Supplies and Consumer Affairs, UT, Chandigarh whose decision will be final and binding on both the parties.
- xxiv) The contractor shall ensure that the essential commodities which are to be lifted from Godowns are transported and delivered at the doorstep of fair price shops and any other designated place as prescribed by the Department within reasonable period to the satisfaction of the Department.
- xxv) In case of any diversion, change in quality or quantity of essential commodities the Department shall take criminal action against the contractor. The cost of such material will be recovered at the prevailing market or FCI rates, whichever are higher, alongwith interest. Besides this, an FIR shall also be lodged. If any criminal proceedings are started against the contractor or the police arrest the contractor, the Department shall be competent to terminate the contract and forfeit his security deposit. The work for the remaining period shall be completed from other sources, without giving any notice.
- xxvi) The contractor abides to follow all the directions/ instructions issued by the Chandigarh Administration from time to time, apart from specific terms and conditions agreed by the parties.
- xxvii) The Department will have the right to call upon the information pertaining to the status of work.
- xxviii) The department reserves the right to modify or change any of the defined terms and conditions, as deemed fit by the competent authority, at any stage without prior notice.

5) My/Our particulars are given as under:-

Name	
Date of birth	
Father's Name	
Educational Qualification	
Address	
Telephone /Mobile No.	

6) My/our income Tax PAN No. is _____
TAN No. is _____

7) The following copies of documents are enclosed with this tender duly filled in and signed. Tick, as applicable.

- i) Experience Certificate (Yes) (No)
- ii) Educational Qualification (Yes) (No)
- iii) Bank Draft for Earnest money (Yes) (No)
- iv) PAN Card (Yes) (No)
- vi) TAN no. (Yes) (No)
- v) Affidavit (Yes) (No)
- vi) Whether all pages of the tender document signed (Yes) (No)
- vii) Document of ownership of Vehicles (Yes) (No)
- viii) Any other Document/s _____

8) I/We do hereby declare that the entries made in the tender are true to my knowledge & belief.

9) I/We certify that the information furnished by me/us is correct and true and in the event of any information is found to be incorrect/false the Department shall have the right

to terminate the agreement and to forfeit the earnest money/security money and to disqualify me/us for carrying out any business with the Department or any other agency without giving any notice. The Department may initiate legal action against me/us, if the above information is found wrong.

- 10) I/We hereby declare:-
- i) That I/We/our firm/company is not blacklisted by any Govt./Semi- Govt./Public Sector Undertaking.
 - ii) That our contract was never terminated before expiry of contract or security/earnest amount forfeited by any Govt./Semi- Govt./Public Sector Undertaking.
 - iii) That I/We have never been prosecuted by any judicial court for any criminal breach of trust.
 - iv) That I/We shall not sublet the contract to any other person/firm.
 - v) That the list of vehicles provided are under my/our occupation.
 - vi) That I/we are in a position to arrange more vehicles as per the requirement for the work assigned.
 - v) That the information given in the tender form is correct and nothing has been concealed thereof and if, anything found wrong, legal action may be initiated against me/us as per law in force.

11) I/We certify that the information furnished by me/us is correct and true and in the event of any information is found to be incorrect/false the Department shall have the right to terminate the agreement and to forfeit the earnest money/security money and to disqualify me/us for carrying out any business with the Department or any other agency without giving any notice. The Department may initiate legal action against me/us, if the above information is found wrong.

Yours faithfully,

(Name & Signature of Tenderer with seal)

DEPARTMENT OF FOOD & SUPPLIES AND CONSUMER AFFAIRS,
U.T., CHANDIGARH -160017

Rates for transportation including labour, unloading, stacking, handling and weighment work for the period “23.12.2014 to 31.03.2015” for doorstep delivery of essential commodities under TPDS from the departmental PR Godown to the fair price shops or the place designated by the department.

TENDER FORM NO. _____

Date and time of receipt of tender:

22.12.2014 upto 5.00 P.M.

Date and time of opening of tender:

23.12.2014 at 11.00 A.M.

From

To

The District Food & Supplies and
Consumer Affairs Officer,
U.T., Chandigarh.

I/We have thoroughly examined and understood terms and conditions and instructions to the tender given in the tender form and I/We agree to abide by them and accept them as a whole. I/we offer the following rates.

Sr. No.	Description of Work (Delivery of Essential Commodities)	Rates in Rs. (per quintal)
1	Tender for Transportation including labour for unloading, stacking and weighment to provide doorstep delivery of essential commodities under TPDS from departmental P.R. Godown to fair price shops or the place designated by department..	

Name, Signature and seal of Tenderer -