

Tender Form No. _____

Cost of Tender Form: Rs. 1000/-

Date of Issue: _____

Sign. of official : _____

Date and Time of receipt of tender: 17.09.2014 upto 05.00 P.M.

Date and Time of opening of tender: 18.09.2014 at 04.00 P.M.

Tender for Transportation of Essential Commodities from CWC Godown to PR Godown and CAP (Mandi, Sector-39, Chandigarh) to PR Godown work for the period 1-09-2014 to 31- 03-2015.

The Department of Food & Supplies and Consumer Affairs, UT, Chandigarh invites applications for sealed tender for the appointment of transporter for transportation of commodities under TPDS w.e.f. 01.09.2014 to 31.03.2015 from CWC Godown to PR Godown, Ind Area Ph-I, Chandigarh and CAP area (Mandi, Sector-39 Chandigarh) to PR Godown, Ind Area Ph-I, Chandigarh. The terms and conditions of tender for appointment are given herein below:-

1) Definition

- i) The term 'Contract' shall mean and include the invitation to tender, incorporating the instructions to tenderers, 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.
- 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 indicated by the department.

- 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 etc. or any such item which is to be distributed under TPDS.
- 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 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 of essential commodities from CWC Godown to PR godown and CAP (Mandi, Sector-39, Chandigarh) to PR godown of the essential commodities such as Wheat, Rice etc., to be delivered to PR godown 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, 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.50,000/- (Rs. Fifty Thousand 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, duly filed and 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 marked "Tender rates" and second with "other documents") being clearly subscribed as "Tender for Transportation of Essential Commodities from CWC Godown to PR Godown and CAP (Mandi, Sector-39, Chandigarh) to PR Godown work for the period 01-09-2014 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 at liberty to place the contract elsewhere on the contractor/s account and at his risk and cost. The contractors shall be liable to pay for any loss or damage which the Department may sustain in consequence of his arising out 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

The contractor shall submit the date wise monthly bill not later than 5th of the next month to the Inspector Food & Supplies (PR) who will certify the quality and quantity of essential commodities with

reference to the records maintained by him in the Godown and submit the bill to the office within three days of the receipt of the bill for making payment.

19) 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.

20) Period of Contract

The contract shall remain enforce for the distribution period from 01.09.2014 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.

21) 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.

22) 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.

23) 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.

24) Other General terms and Conditions

- i) The tender rates should be filled neat, clean and be sent in two separate sealed envelopes (one marked "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 PR godown till its delivery. Also ensure the delivery of balance stocks in the first week of next month, if any.
- v) 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.
- vi) The contractor/s shall provide sufficient number of tarpaulins for each vehicle to cover the bags of essential commodities under TPDS. The transporter and 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.
- vii) 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.
- viii) The charges/expanses related to the parking, toll taxes, challans, overtime etc., are to be paid by the tenderer.
- ix) The contractor/s will have to submit the proof of confirmed ownership of vehicles of atleast two vehicles.
- x) The tender rates 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.
- xi) 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.

- xii) The contractor should be registered as a transporter, as per the provisions of law.
- xiii) The contractor should have atleast 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.
- xiv) 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.
- xv) The tenderer should not incorporate any condition in the tender, as conditional tenders are likely to be ignored.
- xvi) 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.
- xvii) 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 is 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.
- xviii) 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.
- xxix) The Department will have the right to call upon the information pertaining to the status of work.
- xxx) 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.

Appendix-'A'

TENDER FORM NO. _____

Date of Issue

Tender of Transportation of the Commodities for the year 2014-15.

Last Date and time of receipt of tender: **17.09.2014 upto 05.00 P.M.**

Date and time of opening of tender: **18.09.2014 at 04.00 P.M.**

From

To

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

- 1) I/We hereby submit sealed tender for appointment as transporter for transportation of commodities under TPDS, situated in the Union Territory of Chandigarh, at the rates quoted below for the period 01.09.2014 to 31.03.2015.
- 2) 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 in total.
- 3) I/We offer the rates for transportation of the commodities under TPDS for the year 2014-15 as per annexure-'B'.
- 4) Bank draft no. _____ dated _____ (Name & Address of scheduled bank) _____ for Rs. 50,000/- (Rupees Fifty Thousand Only) in favour of District Food & Supplies Officer, U.T., Chandigarh, is enclosed as earnest money for tender. In the event of my/our tender being accepted, I/We agree to further deposit security as given in the terms and conditions.

- 5) I/We do hereby declare that the entries made in the tender are true to my knowledge & belief and if found wrong, legal action may be initiated against me/us.
- 6) My/Our particulars are given as under:-

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

- 7) My/our income Tax PAN No. is _____
- 8) 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) |
| v) Affidavit | (Yes) | (No) |
| vi) Any other Document/s _____ | | |

- 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.

Yours faithfully,

(Name & Signatures of tenderer with seal)

Appendix-'B'

| <u>Details of Work</u> | <u>Rate per qtls</u> |
|---|-----------------------------|
| 1) Transportation of essential commodities from CWC Godown to P.R. Godown. | |
| 2) Transportation of essential commodities such as Wheat, Rice etc from CAP Area (Mandi, Sector-39, Chandigarh) to PR Godown,Ind Area Ph-I, Chandigarh. | |
| i) The rates quoted shall be in Indian Rupees (INR) and would be in force for the entire contract period | |
| ii) The department shall not be responsible for any increase in the prices of diesel/lubricants/wage etc. | |
| iii) Based on rates received department reserve the right to award the contract to one or more bidders. | |