



Administration of
Dadra Nagar Haveli
Department of Primary Education
Silvassa.

No. DP/EDN/GNL/MDM/09-10/902

Date : 05/05/2020.

E- TENDER (ON LINE) INVITE NOTICE

The Asstt. Accounts Officer/H.O.(Pry.Edn.), District Panchayat, Dadra and Nagar Haveli, Silvassa invites e-tender in two bid system through online on <https://dnhtenders.gov.in> on behalf of the President of India from interested Transport Contractors for transportation of food grain for the year 2020-21 as per Schedule.

Sr.No.	Item	Estimated Cost	E.M.D. (In form of FDR)	Tender fees (Non Refundable)	Time Limit
1.	(i) Transportation of Food Grain (Rice) under Mid Day Meal Scheme from FCI, Valsad to Godwon, Silvassa and (ii) Godwon, Silvassa to Akshaypatra Foundation, Athal, UT of Dadra Nagar Haveli.	Rs.7.99 lakhs	Rs. 19,975/-	Rs.2000/-	After allocation of food grain and as and when intimated by this Department on quarterly basis for sr No. (i) and Monthly basis for sr No.(ii)

*Online downloading start	05/05/2020
*Bid document download ended	18/05/2020 15.00 Hrs.
*Last date and time for Receipt of Bid	18/05/2020 16.00 Hrs.
Physical submission of document (i) tender fees in form of DD (ii) EMD in form of FDR in cover which is super scripted with “ Tender for Transportation of Rice ” Online submission of document tender fees in form of DD , EMD in form of FDR , copy of signed tender terms & conditions, Certificate of GST Registration, PAN No. Copy of last years' Income Tax Return, Copy of RC Book in respect of Vehicles, Copy of Fitness Certificate of the Vehicles, Copy of National Permit Certificate, Copy of Experience Certificate for transportation of food grain work from any Government or Semi Government Body.Copy of Terms & Conditions duly signed and stamped by the bidder and other documents etc. in the	18/05/2020 17.00 Hrs.

office of the Tender Inviting Authority by RPAD/Speed post or put into Tender Box kept in the office of District Panchayat. In case, physical submission through RPAD/Speed post, the Tender Inviting Authority shall not be responsible for any postal delay or loss of documents.	
• Online Technical bid Opening	19/05/2020 11.00 Hrs.
• Online Opening of Price Bid	19/05/2020 12.00 Hrs.
*Bidder have to submit price bid in Electronic Format only on https://dnhtenders.gov.in website till the date and time for submission. Price Bid in physical format shall not be accepted in any case.	
*The tender fees is Non Refundable even in case of non opening of Price Bid due to disqualification of bidder.	
The Tender Inviting Authority reserves the right to accept or reject any or all the tender to be received without assigning any reasons thereof.	
The tender form along with all details including schedule and terms and conditions can be down loaded form the Web Site https://dnhtenders.gov.in or the tender notice can be viewed in https://dnhtenders.gov.in . The tender fees (non refundable) in form of DD in favour of Chief Executive Officer (DP),DNH,Silvassa may be kept in Technical Bid along with above mandatory documents. The price shall be opened to those agencies who qualify in technical bid.	
In case bidder needs any clarification or if training required of participating in online tender, they can contact on registered address on official site of eprocure.gov.in. In case bidder needs any clarification or if training required of participating in online tender, they can contact the following office. UT of Dadra and Nagar Haveli Website : http://dnhtenders.gov.in	

Sd/-
Asstt.Accounts Officer/H.O.
Primary Education
Dadra Nagar Haveli
Silvassa

Copy fd.w.cs to:

1. The President, District Panchayat, D.N.H, Silvassa
2. The Vice President, District Panchayat, D.N.H. Silvassa
3. All Head of Offices D,N.H, Silvassa for wide publicity
4. The Chief Publicity Officer, D.N.H, Silvassa with a request to publish the same in leading daily news papers in Gujarati, Hindi & English News paper .
5. N.I.C. Secretariat, D&NH, Silvassa for publication on Website www.dnh.nic.in



Administration of
Dadra Nagar Haveli
Department of Primary Education
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No. DP/EDN/GNL/MDM/09-10/902

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**TERMS AND CONDITIONS FOR ENGAGEMENT OF TRANSPORT AGENCY
FOR TRANSPORTATION OF FOOD GRAIN FOR THE YEAR 2018-19.**

1. The rate (s) quoted should be imply inclusive all taxes imposed by the Govt. of India time to time, free delivery, F.O.R. at Akshaypatra Foundation, Athal and Godwon, Silvassa, Union Territory of Dadra Nagar Haveli including Transportation, loading/unloading etc. The rate will be valid and operative for one year from the date of issue of supply order.
2. The physical document containing Tender Fees in form of DD and EMD in form of FDR in original will be kept in Technical Bid except the price bid. Technical Bids will be opened in presence of Tenders Acceptance Committee and Tenderer or their authorized representative. The Commercial Bid i.e. on line price bid will be opened of those suppliers who have qualified in the Technical Bid.
3. The bidder must upload the scanned copies of all the mandatory/optional documents duly signed and stamped by the bidder compulsorily online while submission of bid. The Mandatory documents are as under:-
 - a. Copy of Tender Fee in DD Form.
 - b. Copy of EMD in FDR Form.
 - c. Copy of last year's Income Tax Return.
 - d. Copy of RC Book in respect of Vehicles
 - e. Copy of Fitness Certificate of the Vehicles.
 - f. Copy of National Permit Certificate.
 - g. Copy of Firm Registration Certificate.
 - h. Copy of Experience Certificate for transportation of food grain work from any Government or Semi Government Body.
 - i. Copy of Terms & Conditions duly signed and stamped by the bidder
 - j. Copy of Certificate of GST Registration,
 - k. Copy of PAN No.
 - l. Undertaking of having Two or more vehicle or capacity of provide two or more vehicle at any point of time when demanded by the department for capacity of 10 metric tone each for transportation of rice from Silvassa Godwon to Akshaypatra Foundation, Athal along with adequate man power for loading, un loading and repairing etc inclusive of all item needed for the same.
4. The Earnest Money Deposit for an amount of **Rs.19,975/- (Rupees Nineteen Thousand Nine Hundred and Seventy Five Only)** in form of **Fixed Deposit Receipt** only from any **Nationalized Bank / Scheduled Bank** drawn in favour of the **“Chief Executive Officer, District Panchayat, Dadra and Nagar Haveli, Silvassa”** should be enclosed with the Technical Bid of tender. **Tender without E.M.D. or E.M.D in other form will not considered and summarily be rejected.**

5. The Contractor shall lift the foodgrains within the time limit mentioned in the respective work order, failing which the Contractor shall be liable to pay a sum of Rs.1000/- (Rs. One Thousand only) per day as a damages for not lifting the foodgrains in time until the delivery completed.
6. In the event of delay as stated in clause 5 mentioned above, for 05 consecutive days or more, the Department of Primary Education, D & N.H., Silvassa reserves the rights to transport the food grains by itself 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 Department of Primary Education, D & N.H., Silvassa. The Department of Primary Education, D & N.H., Silvassa reserves the rights to recover any extra expenses incurred in transportation of foodgrains on making of their own arrangements from Security Deposit or the payment dues to Contractor.
7. If at any time during the execution of the contract, the Department of Primary Education, D & N.H., Silvassa for any reason whatsoever, not requested the whole or any part of the work specified in the tender to be carried out, they shall give notice in writing of the fact to the Contractor who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit/loss or advantage which he might have derived from the execution of the works in full.
8. Delivery of the foodgrains is to be taken by the Contractor from FCI Godown Valsad and the foodgrains will be delivered by the Contractor at the places stated in work order. The Contractor shall stack the materials neatly and as directed in the places of storages.
9. The Contractor shall supply at his own risk and cost all labours, tools, plants and equipments required for the due fulfillments of his contract.
10. Food grains to be transported will be loaded into Truck (s)/Tempo (s) 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 food grains 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 Department of Primary Education, D & N.H., Silvassa whose decision in this regards shall be final.
11. Payment will be made to the Contractor on completion of work on quarterly basis and on producing the relevant bill or bills which shall be supported by copy or copies of respective work orders. The bill of the Contractor for transporting food grains from FCI Godown Valsad to Godown, Silvassa and godwon silvassa to door Step of Akshaypatra Foundation, Athal, UT f Dadra Nagar Haveli, Silvassa will be passed by the Department of Primary Education, Silvassa
12. The Contractor is bound to complete the work or works at the rates agreed to in this contract. No claim or claims whatsoever made by the Contractor for the increase in rates will be entertained.
13. The certificate of completion of work will be given on his/their satisfactory completion of all work orders. Such certificate will be given by an Officer of the Department of Primary Education, Dadra and Nagar Haveli, Silvassa.

- 14 The Contractor shall not enter into sub-contract without prior written permission of the Department of Primary Education, D & N.H., Silvassa. Violation of this will lead to termination of the contract without any notice. Moreover, the Security Deposit of the Contractor shall be forfeited.
- 15 . The contractor shall supply the food grain in every school situated in entire UT of Dadra Nagar Haveli from 1st day to 15th day of every month and as and when required by this department.
- 16 The Contractor shall be responsible for the compensation to his workmen which may be payable under the Workman's Compensation Act 1923 (VIII of 1923) for any injuries suffered by them. If such compensation is paid by the Department of Primary Education, Silvassa 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 Department of Primary Education, Silvassa 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 due to Contractor, failing which legal step will be taken against the Contractor for the recovery of the amount in excess so paid by the Department of Primary Education, Silvassa.
- 16 The decision of the Chief Executive Officer (DP) shall be final and binding on all matters relating to the meaning of the specification of this contract.
- 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 Department of Primary Education, Silvassa reserves the right to remove such persons from the work. No responsibility shall be accepted by the Department of Primary Education, Silvassa 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.
- 18 Payment to Contractor shall be made by the RTGS/Demand Draft.
- 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.
- 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 sale arbitrations of the Chief Executive Officer (DP), Silvassa for decision and his decision shall be final and binding on the parties. The provision of the Arbitration Act, 1940 for the time being in force shall be applicable to such reference.
- 21 Any work not covered by the schedule of work but pertaining to the same work may be done through the Contractor (s) if so asked by the Department of Primary Education, Silvassa or any other officer authorized by him at the rate agreed between the Department of Primary Education, Silvassa and the Contractor or the Contractors 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.
- 22 It is mandatory for each and every tenderer to keep all vehicles equipped with GPS Machine. The Tenderer have to deliver full quantity of foodgrains whatever quantity

lifted from FCI Godown Valsad to Door Step of Godwon Silvassa and lifted from godwon silvassa to door step of Akshaypatra Foundation,Athal. No leakages/deviation will be allowed.

23 Notwithstanding anything contained in the contract, the Government may rescind the contract for breach of any of the terms and conditions on the part of the Contractor by giving him 30 days clear notice in writing .

24 For violation of any of the terms and conditions of the said agreement, the Contractor is liable to be black listed 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 orders passed by the competent authority shall be final and binding upon the Contractor.

25 The rates should be valid for one year from the date of acceptance of the rates by the Administration of Dadra and Nagar Haveli. It is mutually agreed upon that in case, the Department of Primary Education, Silvassa if desired, he may, at his discretion, extend the period of contract under the same rates and on the same terms and conditions of this contract for an additional period mutually agreed upon.

26 **DECLARATION** :

While submitting my/our tender for transporting of Foodgrains under Department of Primary Education, Union Territory, Administration of Dadra and Nagar Haveli, I/We hereby agree to all the terms and conditions of this contract and agree to carry out all your works at the rates quoted in the Schedule of Work. If I/We fail to commence the works specified in the above memorandum, I/We agree that the Chief Executive Officer (DP) or his successor in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money Deposit fully.

Date : 05.05.2020.

Signature of Contractor.

**THE ABOVE TERMS & CONDITIONS ARE ACCEPTED
AND ARE BINDING TO ME/US.**

Sign and seal of the Supplier

Tender Inviting Authority

Sd/-

Asstt.Accounts Officer/H.O.
Primary Education
Dadra Nagar Haveli
Silvassa

SCHEDULE

SCHEDULE FOR TRANSPORTATION OF FOOD GRAIN.

Sr.No.	Item	Approximate Quantity per year	Unit	Rate per unit (in words and Figure)
1.	Transportation of Food Grain (Rice) from Food Corporation of India, Valsad to Godwon , Silvassa	700	Per Metric tonne	
2.	Transportation of Food Grain (Rice) from Godwon , Silvassa to Akshaypatra Foundation, Athal, UT of Dadra Nagar Haveli	665.356	Per Metric tonne	

Note: - L1 will be considered separately of Sr No. 1 and 2.

Price/Rate should be quoted inclusive of all applicable taxes.
The "Financial Bid" will have to be applied online through e-procurement online.

Sd/-
Asstt.Accounts Officer/H.O.
Primary Education
Dadra Nagar Haveli
Silvassa

Signature and name of the Supplier/
on their letter head.