

Administration of  
Dadra and Nagar Haveli, U.T.  
Department of Food, Civil Supplies  
and Consumer Affairs.

No. SUP/NFSA/FG/TC/2015-16/

Silvassa.

Date: - 20.11.2017.

**E-TENDER (ON LINE) INVITATION NOTICE NO. 01/2017-18.**

On behalf of the President of India, the Deputy Commissioner, Food & Civil Supply, D&NH invites on-line tenders from the eligible and interested Transport Contractors through the website <https://dnhtenders.gov.in/nicgep/app> for transportation of food grains for the year **2017-18** on or before 11.12.2017 **up to 15:00 hrs.**

Sr. No.	Description of Work	Distance K.M.	EMD	Tender Fees	Period of Contract
1	Contract for Transportation of Food-grains from FCI Godown, Valsad to F&CS Godown, Masat as per the direction and terms of contract. Annual quantity of food grains will be approximately 12000 MTs.	0-50 Kms	Rs.6,00,000/- lac	Rs.2,000/-  (Non-refundabl)	One year from the date of acceptance of rate.
2	Contract for Transportation of Food-grains from FCI Godown, Masat to door-step of Fair Price Shops in entire Union Territory of Dadra and Nagar Haveli, including Loading/ Unloading etc., as per the direction and terms of contract. Annual quantity of food grains will be approximately 12000 MTs. <b>As per Annexure-I.</b>	05 Kms. (02FPSs.)  10 Kms. (24FPSs.)  20 Kms. (15FPSs.)  40 Kms. (18FPSs.)  Above 45 Kms. (03FPSs.)			
* Downloading of tender documents start:		21/11/2017	upto 14: 00 hrs.		
* Submission of online Tender from		21/11/2017	upto 16: 00 hrs.		
* Last date for submission of online Tender		11/12/2017	upto 15:00 hrs.		
* Pre bid meeting date		06/12/2017	upto 15: 00 hrs		
* Physical Submission of Technical Bid as per tender document.		11/12/2017	upto 15: 00 hrs		
* Online opening of Technical Bid		11/12/2017	at 16:00 hrs.		
* Online opening of Price Bid		On 12/12/2017	at 17:00 hrs.		

\*Submission of tender fees in form of DD and EMD in form of FDR should be submitted in original to the office of the undersigned by RPAD or by hand only on or before 07/12/2017 upto 17:00 hrs. However, tender inviting authority shall not be responsible for any postal delay. Valid copy of GST registration number,, PAN Number, Registration of Vehicle with GPS machines etc. these are the mandatory documents required to be uploaded and hard copy of the above mentioned documents shall also be submitted to the tender inviting authority by RPAD only.

\*The tender inviting authority reserves the right to accept/reject any or all tenders without assigning any reasons thereof.

\* The tender documents along with all details including schedule and terms & conditions can be downloaded from the web site [www.dnhtenders.gov.in/nic.gep/app](http://www.dnhtenders.gov.in/nic.gep/app).

\* Bidder has to submit the price bid in Electronic format only on <https://dnhtenders.gov.in/nicgep/app> website till the last date & time for submission. Price Bid in physical format shall not be accepted in any case.

\* In case any bidder needs any clarification or if training is required for participating in the online tender process they can contact the NIC office, Silvassa.

Sd/-  
( Priyanka Kumari )  
Deputy Commissioner (F & CS)

Copy fd. w.cs. to :

1. The Director (IT), Secretariat, DNH, Silvassa with request to publish on website of UT Administration.
2. The Chief Publicity Officer, Dadra and Nagar Haveli, Silvassa with a request to publish in two leading news papers.
3. All Head of Offices, Dadra and Nagar Haveli, Silvassa for wide Publicity.
4. Copy to all reputed Firms/Agencies/Transport contractors for information and necessary action.

**SCHEDULE AND DESCRIPTION OF WORK**

Sr. No.	Description of Work	Distance in Kilometers
1	Contract for Transportation of Food-grains from FCI Godown, Valsad to F&CS Godown, Masat and from Masat Government Godown to Door step of Fair Price Shops in entire Union Territory of Dadra and Nagar Haveli, on monthly basis including loading/unloading charges etc. as per the direction and terms of contract of food grains <b>For the year 2017-18</b> . The food grains will be approximately 12000MTs.	<b>As per Annexure-I.</b>

- One total amount should be quoted in Price Bid.

Signature of Contractor with seal

Deputy Commissioner (F&CS),  
Dadra and Nagar Haveli,  
Silvassa

**ANNEXURE -I**

Sr. No.	Description of Work	Distance in Kilometers
1	Contract for Transportation of Food-grains from FCI Godown, Valsad to F&CS Godown, Masat as per the direction and terms of contract. Annual quantity of food grains will be approximately 12000 MTs.	i) 0-50 kms
2	Contract for Transportation of food grains Masat Government Godown to Door step of Fair Price Shops in entire Union Territory of Dadra and Nagar Haveli, on monthly basis including loading/unloading charges etc. as per the direction and terms of contract <b>For the year 2017-18</b>	ii) 0-05 Kms. (02 FPSs.)
		ii) 0-10 Kms. (24 FPSs.)
		iii) 0-20 Kms. (15 FPSs.)
		iv) 0-40 Kms. (18 FPSs.)
		v) Above 45 Kms. (03 FPSs.)

- One total amount should be quoted in Price Bid.

Signature of Contractor with seal

Deputy Commissioner (F&CS),  
Dadra and Nagar Haveli,  
Silvassa

**GENERAL CONDITIONS :**

1. One rate **per kilometer** should be quoted as per the Schedule of Work including all taxes, loading/un-loading charges etc. (Total lowest will be consider for execution of work)
2. The sealed envelope containing Tender Fee and EMD should be superscripted by words "TENDER FOR TRANSPORTATION OF FOOD GRAINS".
3. Earnest Money Deposit of **Rs.6,00,000/- (Rupees Six lakh only)** should be in form of DD/BC/FDR. In favor of Deputy Commissioner Food and Civil Supply D&NH. The tender received without E.M.D. will not be accepted. EMD of all unsuccessful bidder will be returned to them within one month from issuing date of work order to successful bidder.
4. Right to accept or reject any tender(s) without assigning any reasons thereof is reserved with the Department of Food and Civil Supplies, Dadra & Nagar Haveli, Silvassa.
5. Conditional tenders shall be rejected out rightly.
6. The bidder has to upload the mandatory documents as under:-
  - a. Copy of Tender Fee receipt/Demand Draft/Banker's Cheque.
  - b. Copy of EMD in form of Demand Draft (DD)/Fixed Deposit Receipt (FDR).
  - c. Copy of last years' Service Tax Return.
  - d. Copy of last year's Income Tax Return.
  - e. Copy of PAN Card.
  - f. Copy of RC Book in respect of Vehicles.
  - g. Copy of Fitness Certificate of the Vehicles.
  - h. Copy of National Permit Certificate.
  - i. Copy of Firm Registration Certificate.
  - j. Copy of Terms & Conditions duly signed and stamped by the bidder.
7. Tender without the above mandatory documents will be rejected.

Deputy Commissioner (F.&C.S.)

Signature of Contractor  
in acceptance of the condition.

## CONDITION OF THE CONTRACT

### CLAUSE: 1 : SECURITY DEPOSIT :

The successful tenderer will have to pay within 10 days from the date demand, an amount equal to 5% of the total value of ordered as the amount of Security Deposit.

### 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 Food and Civil Supply department in prescribed work order form, stating clear all necessary details connected with work and the time allowed for its completion.

### CLAUSE : 3

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.

### CLAUSE : 4

In the event of delay as stated in clause 3 mentioned above, for 05 consecutive days or more, the Department of Food & Civil Supplies, Silvassa, reserves the rights to transport the foodgrains 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 Food & Civil Supplies, Silvassa. The Department of Food & Civil Supplies, 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.

### CLAUSE : 5 RESTRICTION OF WORK.

If at any time during the execution of the contract, the Department of Food & Civil Supplies, 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.

### CLAUSE : 6

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.

### CLAUSE : 7

The Contractor shall supply at his own risk and cost all labours, tools, plants and equipment required for the due fulfillments of his contract.

**CLAUSE : 8**

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 Food & Civil Supplies, Silvassa whose decision in this regards shall be final.

**CLAUSE : 9**

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 Fair Price Shop owner. The bill of the Contractor for transporting food grains from FCI Godown Valsad to F&CS Godown, Masatand Door Step of Fair Price Shops will be passed on the basis of the distance accepted by the Department of Food and Civil Supplies, Silvassa and intimated to the Contractor from time to time and that no representation on this account will be entertained.

**CLAUSE : 10**

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.

**CLAUSE : 11**

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 Food and Civil Supplies Department, Dadra and Nagar Haveli.

**CLAUSE : 12**

The Contractor shall not enter into sub-contract without prior written permission of the Department of Food & Civil Supplies, Silvassa. Violation of this will lead to termination of the contract without any notice. Moreover, the Security Deposit of the Contractor shall be forfeited.

**CLAUSE : 13**

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 Food & Civil Supplies, 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 Food & Civil Supplies, 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 Food & Civil Supplies, Silvassa.

**CLAUSE : 14**

The decision of the Secretary (F&CS)/Head of Department of Food & Civil Supplies, Silvassa shall be final and binding on all matters relating to the meaning of the specification of this contract.

**CLAUSE : 15**

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 Food & Civil Supplies, Silvassa reserves the right to remove such persons from the work. No responsibility shall be accepted by the Department of Food & Civil Supplies, 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.

**CLAUSE : 16**

Payment to Contractor shall be made by the RTGS/Demand Draft.

**CLAUSE : 17**

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 : 18**

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 Hon'ble Secretary/Head of Department of Food & Civil Supplies, 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.

**CLAUSE : 19**

Any work not covered by the schedule of work but pertaining to the same work the work may be done through the Contractor (s) if so asked by the Department of Food & Civil Supplies, Silvassa or any other officer authorized by him at the rate agreed between the Department of Food & Civil Supplies, 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.

**CLAUSE :20**

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 Fair Price Shops. No leakages/deviation will be allowed.

**CLAUSE : 21**

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 .



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.

**CLAUSE : 22**

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 Food & Civil Supplies, 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.

**CLAUSE : 23**

Transportation vehicle should be equipped with the GPS while transportation of food grains.

**DECLARATION :**

While submitting my/our tender for transporting of Foodgrains under Union Territory, Administration of Dadra and Nagar Haveli, I/We hereby agree to all the terms and conditions of this contract and agree to carryout 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 Hon'ble Secretary (Food & Civil Supplies)/H.O.D.of Food and Civil Supply Department or his successor in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money Deposit fully. The E.M.D. shall be retained by him towards Security Deposit against Para 3 of the above memorandum if he desires so.

Date : .11.2017.

Signature of Contractor.

## Price Schedule

Sr. No.	Description of Work	Distance in Kilometers	Price (Actual )
1	Contract for Transportation of Food-grains from FCI Godown, Valsad to F&CS Godown, Masat as per the direction and terms of contract. Annual quantity of food grains will be approximately 12000 MTs.	i) 0-50 kms	
2	Contract for Transportation of food grains from FCI Godown, Valsad to F&CS Godown, Masat and from Masat Government Godown to Door step of Fair Price Shops in entire Union Territory of Dadra and Nagar Haveli, on monthly basis including loading/unloading charges etc. as per the direction and terms of contract <b>For the year 2017-18</b>	ii) 0-05 Kms. (02 FPSs.)	
		ii) 0-10 Kms. (24 FPSs.)	
		iii) 0-20 Kms. (15 FPSs.)	
		iv) 0-40 Kms. (18 FPSs.)	
		v) Above 45 Kms. (03 FPSs.)	
<b>Grant Total</b>			