

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

No.4-166/CSD/2016-17/ 280 / CSD DMY / 2016

Date: 18/03/2016

**E-TENDER (ON LINE) INVITATION NOTICE NO.01/2016-17**

Sealed Tender are hereby invited from the interested firms/agencies/transport contractor, on behalf of the President of India by the undersigned through on-line e-tender on <https://daman.nprocure.com> for transportation of Government Foodgrains during the year 2016-17 for the Civil Supply Officer, Civil Supplies Department, Daman from the transport contractor on or before **31/03/2016** upto 13.00 hours.

Sr. No.	Description of Work	K.M.	EMD	Tenders Fees
1	For awarding Transport Contract on Transportation charges for transpiration of Government Foodgrains of Civil Supplies Department from any FCI Depot situated in Gujarat State like Valsad, Surat, Bharuch, Baroda etc. to Government Foodgrains Godown at Nani Daman including loading/Unloading etc. as per the direction and terms of contract.	000-050 Kms. 051-100 Kms 101-200 Kms 201-300 Kms. Above 301 Kms	Rs. 75000/-	Rs. 1000/- (Non refunded)
2	Transportation charges from Government food grain Godown, Nani Daman to respective Fair Price Shop at Daman District.	Rate per MT / Km.		
Online starting of e-Tender			18/03/2016, 14:00 hrs.	
End date of online downloading of tender documents			31/03/2016, 12:00 hrs.	
Online submission of tender			18/03/2016, 14: 00 hrs.	
Online opening of Finance Bid			31/03/2016, 15:00 hrs. (if possible)	
Submission of Tender Fees in form of Demand Draft (DD) and Earned Money Deposit (EMD) in form of FDR, valid copy of Sale Tax Registration Number with Certificate, 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 <b>31/03/2016 at 13.00 hours</b> in the office of the undersigned.				
The Tender Inviting Authority reserve the right to accept/reject any or all tenders without assigning any reasons thereof.				
The tender will be opened on the same day in presence of the Tenderer or their representatives, if possible. The offers received without obtaining tender documents or without EMD and Tender fees shall be rejected.				
The Tender Form alongwith all details including schedule and terms & conditions can be down-loaded from the Website <a href="https://daman.nprocure.com">https://daman.nprocure.com</a> . The Tender Fees (Non refundable) in form of DD and EMD in form of FRD may be kept in Technical Bid alongwith the above mandatory documents. The Financial Bid shall be opened to those firms/agencies/transport contractors who qualify in Technical Bid.				
Bidder have to submit the Financial Bid in Electronic format only on <a href="https://daman.nprocure.com">https://daman.nprocure.com</a> Website till the last date & time for submission. Financial Bid is 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 following Office.				
"(n) Code Solution-A Division, GNFC Ltd.", 403, GNFC Info Tower, Bodakdev, Ahmedabad – 380 054 Gujarat (India), E-mail : <a href="mailto:nprocure@gnvfc.net">nprocure@gnvfc.net</a> , Fax No.079-26857321, Tele : 079-26857316-18, Website- <a href="http://www.nprocure.com">www.nprocure.com</a>				

Dy. Collector (HQ),  
Civil Supplies Department,  
DAMAN

Copy fd.wcs. to: -

1. The Director (IT), Collectorate, 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.

## ANNEXURE – I

### SCHEDULE AND DESCRIPTION OF WORK

Sr. No.	Description of Work	Period	K.M.	Rate per K.M. per M.T.
01.	For awarding transport contract on Transportation charges for transportation of Food-grains of following department from any FCI Depot situated in Gujarat State like Valsad, Surat, Bharuch, Vadodara to Government Foodgrain Godown at Nani Daman including loading/unloading as per the direction and terms of contract.	One year from 01 <sup>st</sup> April, 2016 to 31 <sup>st</sup> March, 2017	0 - 50 Kms.	_____
			51 – 100 Kms.	_____
			101-200 Kms.	_____
			201-300 Kms.	_____
			Above 301 kms.	_____
02	Transportation charges from Government food grain Godown, Nani Daman to respective Fair Price Shop at Daman District including loading/unloading as per the direction and terms of contract.		Rate per Km/MT	_____

NOTE: Rate should be quoted in figures and words for all items.

DAMAN

Signature of Contractor

Date: 07/03/2016.

**Deputy Collector (HQ),  
Collectorate, Daman**



**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 for Civil Supply Department, Daman. For the year 2016-2017.
3. Earnest Money Deposit of Rs. 75,000 /-(Rupees Seventy 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, Daman.
5. Conditional tenders shall be rejected out rightly.

The application with tender fee is to be accompanied with the following documents:

- a) The tenderer who wish to download tender notice from Website will pay Rs. 1000/- (Rupees One Thousand only) by cash or D.D. drawn on or before the due date of tender.
- b) Experience certificate of Transportation work from any Government or Semi Government Body.
- c) Attested copy of PAN Number.
- d) Copy of inter-state transport permit of transporter/ bidder.
- e) Documents showing the ownership of truck(s)/tempo or having trucks/tempo on hire contract/agreement.
- f) Copy of Service Tax Registration Certificate issued by Competent Authority.
- g) Copy of insurance of the vehicles used for transportation.
- h) Scanned copy of EMD.
- i) Scanned copy of Tender fee.

  
18/03/16  
Dy. Collector (HQ),  
Civil Supplies Department,  
DAMAN

Signature of Contractor.  
in acceptance of the condition.

## CONDITION OF THE CONTRACT

### 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 `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 Hon'ble Collector/Secretary(Civil Supply), Daman 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 Collector/Secretary(Civil Supply), Daman. The Hon'ble Collector/Secretary(Civil Supply), Daman 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 - RESTRICTION OF WORK:

If at any time during the execution of the contract, the Hon'ble Collector/Secretary(Civil Supply), Daman for any reason whatsoever not requested the whole or any part of the work specified in the tender to be carried out, he 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:

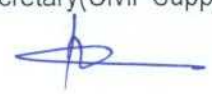
Delivery of the materials is to be taken by the contractors at places mentioned in the order and the materials will be delivered by the contractors at the places stated in the same order. The contractors shall stack the materials neatly and as directed in the places of storages.

### CLAUSE: 7

The contractor shall supply at his own risk and cost all Labour, tools, plants and equipments required for the due fulfillments of his contract.

### 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 Hon'ble Collector/Secretary(Civil Supply), Daman whose decision in this regard 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 concerned officers of concerned department. The bill of the contractors for transporting food grains from any FCI Depot to Government Foodgrains Godown, Nani Daman and from any other place in India to Government Foodgrains Godown, Nani Daman will be passed on the basis of the distance accepted by the Hon'ble Collector/Secretary(Civil Supply), Daman 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 works orders. Such certificate will be given by a Civil Supply Officer of the Civil Supplies Department, Daman.

**CLAUSE: 12**

The contractor shall not enter into sub-contract without prior written permission of the Hon'ble Collector/Secretary(Civil Supply), Daman. 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**

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

**CLAUSE: 14**

The contractors 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 Hon'ble Collector/Secretary(Civil Supply), Daman 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 Hon'ble Collector/Secretary(Civil Supply), Daman 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 excess so paid by the Hon'ble Collector/Secretary(Civil Supply), Daman.

**CLAUSE: 15**

The decision of the Hon'ble Collector/Secretary(Civil Supply) shall be Final and binding on all matters relating to the meaning of the specification of this contract.

**CLAUSE: 16**

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 Hon'ble Collector/Secretary(Civil Supply), Daman reserved right to remove such persons from the work. No responsibility shall be accepted by the Hon'ble Collector/Secretary(Civil Supply), Daman 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 Hon'ble Collector/Secretary(Civil Supply), Daman who shall decide the same. The decision of the Hon'ble Collector/Secretary(Civil Supply), Daman in such cases be 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: 17**

Payment to contractor shall be made by the Demand Draft.

**CLAUSE: 18**

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: 19**

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 Collector/Secretary(Civil Supply), Daman 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: 20**

Any work not covered by the schedule of work but pertaining to the same work the work may be done through the contractors if so asked by the Hon'ble Collector/Secretary(Civil Supply), Daman or any other officer authorized by him at the rate agreed between the Hon'ble Collector/Secretary(Civil Supply) and the contractor and 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 :21**

Not withstanding any thing 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 the competent authority shall be final and binding upon the contractor.

**CLAUSE :22**

The agency/contractor will be responsible for loss of foodgrain during transit from FCI Depot to Govt. Foodgrains Godwon, Nani Daman and Govt. foodgrains Godown to respective fair price shop.

**CLAUSE :23**

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

**CLAUSE :24**

The vehicles, used by transporter for transporting the allocated food grains from FCI depots to Godown of Daman and from Godown of Daman to all FPSs of Daman shall be equipped with functional GPS System.



Signature of Tenderer  
in token of acceptance  
of tender condition



**Tender documents for clearing handling and transporting Government Foodgrains in Daman District, for the Civil Supply Department, Daman**

**MEMORANDUM AND OTHER CONDITIONS:**

1. The tender is for clearing handling and transportation of Government Food-grains for the Food and Civil Supply Department, Daman, for a period from **01/04/2016 to 31/03/2017**. The tender shall be received by the Civil Supply Officer, Civil Supplies Department, Daman.
2. The tenderer shall deposits Rs. 75,000/- 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 contract.
3. **SECURITY DEPOSIT TO BE PAID BY SUCCESSFUL TENDERER AS UNDER:**  
10% security Deposit will be deducted from the bill, raised by the Agency.
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 :-**

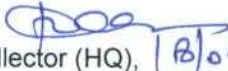
The documents in respect of the lifting / carriage of Government Foodgrains allotment order etc. will be delivered to the contractor/s from the Department of Civil Supply, Daman for the purpose of clearing of goods. The contractor shall carry out all necessary formalities for the clearance of the Foodgrains 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 or commission in addition to the actual expenditure incurred by the Contractor will be paid to the contractor for the above mentioned work or any other work 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 Foodgrains, 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 in 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 document. 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 or 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 up to 31/03/2017. It is mutually agreed upon that in case the Secretary(Civil Supply) if desires he may at his discretion extend the period of contract before the last working day of the period specified above under the same rates and on the same terms and condition of this contract for an additional period not exceeding one month from the last working day of the contract or for the period mutually agreed upon.
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 (Civil Supply), 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(Civil Supply), Daman, in this regard will be final.

  
Deputy Collector (HQ), 18/03/16  
Civil Supplies Department,  
Collectorate, Daman.