

**OFFICE OF THE DISTRICT MAGISTRATE
NORTH 24 PARGANAS**

Administrative Building, Barasat, Kolkata 700124

MEMO NO: 250/1300

Date: 25.09.2014

**INVITATION OF TENDER AND INSTRUCTION TO TENDERERS FOR APPOINTMENT OF
TRANSPORT CONTRACTORS FOR INTRA-DISTRICT AND INTER-DISTRICT MOVEMENT OF
STOCK OF PROCURED RICE FOR 01(one) YEAR.**

Tender Serial No :

A. Last date for issue of tender form up to 3:00 P.M. on 24.09.2014.

Last date for submission of tender up to 1:00 P.M. on 25.09.2014 in the box placed in the chamber of O/C, Food North 24 Parganas, Administrative Building / District Magistrate office, 2nd Floor(Room No 332) Barasat.

B. Tender to be opened at 2:00 P.M. on 25.09.2014.

Note : If the date fixed for receipt of tender is subsequently declared a holiday, the tender will be received upto the next working day following the holiday, but there will be no change in the time for receipt of the Tenders as indicated above.

C..Movement Schedule: - Stocks of procured rice are required to be transported / moved from North 24 Parganas to any part of other Districts of the state of West Bengal.

Service to be rendered by the Transport Contractors (T.C.) as directed by the District Magistrate or any officer acting on his behalf.

1. The Transport Contractor shall place trucks with valid documents as per Motor Vehicles Act, having carrying capacity not less than 10 MT at the loading points and at the time, as may be specified by the authorized officials of the concerned originating/ terminating districts.

2. The transport Contractor shall follow the shortest route for carrying food grains from one loading point to another unloading point, and the shortest route will be specified by the District Controller of Food & Supplies (hereinafter called as DCF&S) of the originating districts as per guidelines issued by the Director, D.D.P.&S.

3. Payment of transportation charges to the transport contractor will be made on the basis of shortest distance certificate to be obtained by the concerned DC F&S from the Director of D.D.P & S.

4. The Transport Contractor will be paid the transport charge according to rate to be accepted by the tender committee.
5. The Transport Contractor or his authorized representative shall issue challans of levy rice loaded in the truck, truck number, name of the driver, route to be followed, loading points and the road challans will have to be countersigned either by the DC F&S himself or by his authorized representative.
6. The Transport Contractor shall hand over the driver of truck three copies of the road challans so as to make the driver enabled of handing over two copies of the said road-challan to the DC F&S or his authorized representative at the unloading points. The Transport Contractor or his authorized representative shall satisfy himself as to the number of bags and weight of rice loaded on the truck before preparation of the road challan as well before commencement of the journey:
7. The Transport Contractor shall load trucks only in presence of authorized representative of DC F&S or DC F&S himself. He will also collect copies of challans issued by the DC F&S / his authorized officials at dispatching end and shall hand-over the same to the driver of truck to make the driver enabled of handing over the copies of issue challan to DC F&S or his authorized representative at the unloading points.
8. In the event of any diversion of route from the route originally specified for any reason whatsoever beyond the control of the transport contractor, the transport contractor shall seek permission from the DCF&S of the nearest district of the loading or unloading points as may be the case and such permission must be obtained in writing, stating therein reasons for such diversion.
9. In case of any diversion, as mentioned hereinabove, the distance actually covered along the diverted route shall have to be certified by the concerned DC F&S who has allowed such diversion.
10. The transport contractor shall take all possible precautions to protect the food grains from any sort of damages during the time of transportation and shall always cover the food grains with tarpaulin sheets in as much as transport agent shall take all efforts to protect pilferage, if any, during transportation.
11. In the event of mechanical disorder arising in the truck while at the loading points or en-route, cost of transshipment if any, shall be borne by the transport contractor himself.

12. The transport contractor shall hand over one sealed sample bag of food grains to be transported to the driver of the loaded truck on each occasion and the sample of food grains shall be signed by the DCFS or his authorized representative at the loading point and the driver shall handover the sample to the authorized representative of DCFS at un-loading points, who will acknowledge receipt of consignment subject to confirmation of the quality of the food grains under transportation. In case of any variation of the quality of stocks, the same will not be accepted for unloading in the receiving godown point and the transport contractor shall be liable to make good or pay penalty as imposed by the Tender Committee. No compensation shall be admissible to the transport contractor in respect of the detention of trucks in loading / unloading point or any other place(s) unless such detention be of extra-ordinary kind and the decision of the District Magistrate, on all such claims, shall be final both as regard the admissibility and the amount, if any, of the compensation,

13. The transport contractor shall enforce all necessary measures so that the loaded trucks reach the receiving godown point within a reasonable time without wasting unnecessary period of time in the transit/way.

14. The loaded trucks will be unloaded on the same day in the receiving godown point if it arrives by 2 p.m., otherwise will be halted and cleared on the following day.

15. After unloading, the driver of the truck shall obtain a certificate from the DCFS or his authorized representative as to the quantity and quality of the consignment since received by the DCF&S or representative of DCF&S on the body of the road-challan and issue challan carried by him.

16. The Transport contractor shall present his bill in quadruplicate In the prescribed proforma alongwith the road challan and issue challan in original, bearing the certificate in regard to receipt of consignment issued by the concerned DCFS or his authorized representative at the unloading points as stated here-in-before, one Xerox copy of relevant issue challan, original movement order and distance certificate issued by Director of D.P.P & S.

17. The transport contractor will be paid the admissible transport bill after deduction of usual Income Tax & Service Tax.

18. The transport contractor shall be allowed no Transit Loss for transportation and movement of food grains and in the event of any shortage either in number of bags or in weight penalties shall be imposed in

the manner stated below.

- (a) In the event of any shortage in number of bags the transport contractor shall be liable to pay a penalty three times the value of rice per bag found short. The price per bag shall be calculated on the basis of cost of procurement including the incidentals
- (b) In case of shortage in weight, the transport contractor shall be liable to pay a penalty equivalent to one and half times the value of rice under shortage.

19. The transport Contractor shall abide by all the instruction issued by the concerned authorities of Food & Supplies Department from time to time.

20. The contract will be governed by the laws of the land for the time being in force.

21. Arbitrations – Save and except the specific provisions contained in Clause 18 supra, all disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided in the contract) shall be referred to the sole arbitration of any person appointed by the District Magistrate. There will be no objection to any such appointment that the person appointed is or was an employee of the State Government. The award of such arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office, dying or being unable to act for any reason, the District Magistrate, at the time of such transfer, vacation or office, death or inability to act shall appoint another person to act as Arbitrator. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed as aforesaid shall act as Arbitrator and if for any reason that is not possible the matter is not to be referred to Arbitration at all.


Provided further that any demand for Arbitration in respect of any claim(s) of the transport contractors under the contract shall be in writing and made within one year of the date of completion (expiry of the period) of the contract, or from the date of termination of contract, if it is terminated earlier and where such demand is not made within that period, the claim(s) of the Transport Contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of all liabilities under the contract in respect of those claims.

Instructions to be followed for submitting the tender are set out below:

1. The information about tenderers - The tenderers must furnish full precise and accurate details in respect of information of tender.
2. Signing of tenders - Person or persons signing the tender shall disclose the locus standi for signing the tender i.e. whether he is/they are as sole proprietor(s) of a firm or as a Secretary / Manager / Director etc. of a Limited Company or a registered Society. In the case of a partnership firm the names of all partners should be disclosed and the tender shall be signed by all the partners or by the partner or partners duly authorized in the deed of partnership or their duly constituted attorney, having authority to bring all partners in all matters pertaining to the contract. The original or an attested copy of the partnership deed should be furnished along with the tender. In case of a limited company the names of the Directors shall be mentioned and it shall be certified that person signing the tender is empowered to do so on behalf of the Company. A copy of the Memorandum of Articles and the Articles of Association of the company shall be attached to the tender. In the case of Hindu undivided family, the names of the family members should be disclosed and the Karta of such HUF should sign the form and indicate his status below his signature.
3. Application Fee – Each tenderer must pay Rs. 1000/- (In Cash) as application Fees which is non refundable.
 Earnest Money - Each tender must be accompanied by an Earnest Money of Rs.50,000/-(Rupees Fifty Thousand) only in form of a Demand Draft issued by a nationalized Bank in favour of District Magistrate., payable at Barasat. Tenders not accompanied by earnest money shall be summarily rejected. Earnest money shall be forfeited if any successful tenderer is reluctant to take appointment on depositing security within the stipulated period.
4. Security Deposit - The successful tenderer shall furnish within a week of the acceptance of his tender security deposit of Rs.3,00,000/- (Rupees three lac) only in the form of a Demand Draft issued by a Nationalized Bank in favour of District Magistrate.
5. Execution of Contract / Agreement - The appointed Transport Contractor shall execute 'Contract' with the District Magistrate while depositing the aforesaid security and thereafter report to D.C. F&S of the concerned district for job assignment.
6. Documents to be attached to tender -

- i. Income Tax Clearance Certificate.
 - ii. Attested copies of partnership deed and 'Power of Attorney' must be submitted by the tenderer where applicable. They will produce original 'Partnership Deed' and 'Power of Attorney' within 7 (seven) days from the acceptance of tender, failing which the Principal will be entitled to cancel the contract at the risk and cost of tenderer.
 - iii. An undertaking to the effect that the Tenderer has not been convicted by any Court of Law and the tenderer has not been charge-sheeted by the Court, in the form of an affidavit.
 - iv. Documents showing credential, financial capability, and trucks owned by him / under his disposal, experience in the work of transportation, by the Tenderer must be furnished along with Tender.
 - v. Audited balance sheets of the past 3 years' of the business(s) of the Tenderer must also be attached with tender.
7. Delivery of tender - The tender shall be submitted in sealed cover, the envelope being superscribed Tender No.....datedfor appointment of transport contractors of Food & Supplies Department for movement of procured rice mentioning the district for which it is applicable.
8. The tender form shall be filled in by the tenderer neatly and accurately. Any alteration, erasure or overwriting will render the tender invalid. Alteration neatly carried out and duly attested by the Tenderer himself putting his full signature is however permitted. Boxes shall be kept in the chamber of the District Magistrate. for submission of Tenders by Tenderers upto p.m. on 2014.
9. Opening of Tenders - The tenders will be opened in the office of the O/C , Food North 24 Parganas, Administrative Building / District Magistrate office, 2nd Floor (Room No 332) Barasat at the time and on the date indicated herein above . The tenderers will be at liberty to be present, either in person or through an authorized representative at the time of opening of tenders.
10. If the lowest rate as submitted by the tenderer dose not satisfied with the Food & Supplies Department norms, the rate will be fixed on negotiation on the same date and time after opening of tender.
11. The proposed tenderer should have business place within the district and has/have in possession of at least 10 (ten) number of trucks for carrying stocks of rice.

12. The District Magistrate reserves the right to reject, modify any of the terms and conditions of the tender without assigning any reason whatsoever.


 10.09.14


Addl District Magistrate(T)
North 24 Parganas

MEMO NO: 280/1(10)/Food

Date: 11.9.2014

Copy forwarded for information to :

1. The District Magistrate, North 24 Parganas.
2. The Addl District Magistrate (LR), North 24 Parganas.
3. The AEO Zilla Parishad, North 24 Parganas.
4. The RTO, North 24 Parganas.
5. The District Controller, (F&S), North 24 Parganas.
6. (All) SDO's, North 24 Parganas.
7. The D.I.C.O, North 24 Parganas. – With a request to publish the tender notice in local Newspaper
- ✓ 8. The DIO, NIC, North 24 Parganas. – With a request to upload the tender notice in District website
9. The NDC, North 24 Parganas. – With a request to receive the application Fees of Rs. 1000/ in cash under DCR.
10. Office Copy.


 10.09.14

Addl District Magistrate(T)
North 24 Parganas

Tender No.

Dated

- I. Name of Tenderer :
- II. Residential address :
- III. Postal address :
- IV. Telephone No. :
- V. Address of Business place :

To
District Magistrate
North 24 Parganas.

Dear Sir,

I / We submit the sealed tender for appointment as Transport Contractors of procured rice of Food & Supplies Department for the district of.....

2. I / We have thoroughly examined and understood instructions to tenderers. Terms and conditions of contract given in the instruction to the tenderer and those contained in the general conditions of contract and agree to abide by them. I / We offer to work at the rate(s) per quintal per KM inclusive of all expenses according to the following slabs :
- a) Up to a distance of 15 KM -
 - b) Above 15 KMs upto 60 KM -
 - c) Above 60 KMs upto 120 KMs -
 - d) Above 120 KMs-
3. I/ We agree to keep the offer open for acceptance upto and to extend said date by fifteen days in case it is so decided by the District Magistrate. I / We shall be bound by communication of acceptance of the offer and I / we also agree that if the date up to which the offer would remain open be declared a holiday by the District Magistrate the offer

will remain open for acceptance till the next working day.

4. Demand Draft No..... dated on for Rs. 50,000/- (Rupees fifty thousand) only is enclosed as earnest money. In the event of my / our tender being accepted, I / We agree to furnish a security deposit of Rs. 3,00,000/- (Rupees three lacs) as indicated.
5. I / We do hereby declare that the entries made in the tender and appendices / schedules attached therein are true.
6. The following documents are enclosed along with the tender no..... dated duly filled and signed :-
 - a) Document I - Income-tax Clearance Certificate.
 - b) Document II - Xerox copies of documents showing financial capability and experiences as transporters.
 - c) Document III - Xerox copies of Trade License, Profession Tax Receipt, and Audited balance sheet of last 3 years' business.
 - d) Document IV - Xerox copies of document showing credentials.
 - e) Document V - Affidavit to the effect that the Tenderer has not been convicted by any Court of law / charge sheet by the Court.

Name(s) and address of the Proprietor
/ Partners / Directors.

Yours faithfully,

(Signature of Tenderer)

(capacity in which signing)