

EDUCATION DEPARTMENT: CHANDIGARH ADMINISTRATION

e-TENDER DOCUMENT (PAGES 1 TO 16) FOR EMPENALMENT OF TRANSPORTERS FOR TRANSPORTATION OF COOKED MEALS UNDER MID DAY MEAL SCHEME IN MINI TRUCKS FROM BELOW MENTIONED FOUR BASE KITCHENS ACROSS 113 SCHOOLS AND AIE CENTERS/MADARSAS OF UT, CHANDIGARH.

- I) HOTEL SHIVALIK VIEW, SECTOR -17, CHANDIGARH
- II) INSTITUTE OF HOTEL MANAGEMENT & CATERING TECHNOLOGY, SECTOR-42, CHANDIGARH
- III) DR.AMBEDKAR INSTITUTE OF HOTEL MANAGEMENT AND CATERING TECHNOLOGY, SECTOR,42, CHANDIGARH
- IV) GOVT.MODEL SR.SEC.SCHOOL, SECTOR 47, CHANDIGARH ACROSS 113 SCHOOLS AND AIE CENTERS/MADARSAAS OF UT, CHANDIGARH.

INFORMATION REGARDING e-TENDERING PROCESS

1. The bidders shall have to submit their bids online in Electronic Format with Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etendeers.chd.nic.in/nicqep>. On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC)
2. Tenders without digital signatures will not be accepted by the Electronic Tendering System. No Tender will be accepted in physical form in case, it is not submitted through the Electronic Tendering System.
3. Bids will be opened online as per time scheduled
4. Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
5. Education Department will not be responsible for any delay in online submission of the bids due to any reason whatsoever.
6. It will be mandatory for all the bidders to upload all the documents mentioned under 'Tender Details' template read under 'Cover Details'.
7. The details of EMD specified in the Tender documents should be the same as submitted online(scanned copies) otherwise tender will be rejected summarily.

EDUCATION DEPARTMENT: CHANDIGARH ADMINISTRATION

e-TENDER NOTICE

e-Tenders are invited from the interested Transporters for award of contract for transportation of cooked meals under Mid Day Meal Scheme as per details given below :-

Sr.No.	Name of work/contract	Earnest Money Rupees (in lac)
1.	Transportation of cooked meals in Mini Trucks under Mid Day Meal Scheme from four base kitchens i.e. Hotel Shivalikview, Sector 17, Chadigarh, Institute of Hotel Management and catering Technology, Sector-42, Chandigarh, Dr.Ambedkar Institute of Hotel Management & Catering Technology, Sector-42,Chandigarh and Govt. Model Sr.Sec.School, Sector -47, Chandigarh across 113 schools and AIE centres/Madarsass of UT, Chandigarh.	Rs.2,00,000/-
	Milestone dates of Electronic tendering	
i.	Downloading of e-tender document	Start date 31.8.2010 at 1000 hrs.. End date 20.9.2010 at 1300 hrs
ii	Clarification, if any,	During above period
iii	Pre-Bid Meeting	-
iv	Date of submission of e-tender	21.9.2010 at 1300 hrs
v	Physical submission of EMD	23.9.2010 at 1300 hrs
vi	Opening of Technical Bid (Online)	24.9.2010 at 1500 hrs.
vii	Opening of Price Bid	To be intimated to all eligible Bidders separately

- The Bid document can be downloaded from the website of Chandigarh Administration <http://Chandigarh.gov.in>. or <http://etenders.chd.nic.in/nicgep>. However, for general information, guidance and reference, the Bid Document can also be viewed and downloaded from Education Department website <http://chdeducation.gov.in>
- All other terms and conditions, instructions, instructions to bidder regarding e-tendering process etc. may kindly be seen from the detailed Notice inviting Tender(NIT) available/downloadable on the above noted websites of Education Department, Chandigarh Administration.

**District Education Officer,
Chandigarh Administration.**

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FIRST ENVELOPE **“Titled Earnest Money Deposit”**

Should contain following documents duly signed under the Seal of transport company..

Part I	-	B	-	Earnest Money Deposit
Part I	-	C	-	Affidavit

SECOND ENVELOPE **“Titled Technical Bid”**

Should contain the information/documents as requisitioned in Tender documents and following tender documents

Part I	A	-	General Instructions	
Part I	-	A-1	-	General Terms & Conditions
Part II-	B	-	Technical Bid, Declaration	
Part II -	C	-	Technical Bid, General Information	

FINANCIAL BID

Financial Bid shall be displayed on the website through E-tendering as per BOQ pattern and shall contain following document/information.

Part III	-	A	-	Declaration of Financial Bid
Part III	-	B	-	Financial Bid

Part- I (A)

GENERAL INSTRUCTIONS FOR THE SUBMISSION/ELIGIBILITY OF TENDERING TRANSPORTER FOR TRANSPORTATION OF COOKED MEAL UNDER MID DAY MEAL SCHEME.

- **Note :- These instructions should be duly signed by tenderer on all pages**

1. The Tender Offers shall be prepared and submitted on line in two parts comprising (i) the Earnest Money Deposit as well as an affidavit as per annexure Part II (B) (ii) Technical Bid alongwith Tender documents duly supported with the required documents mentioned therein (except Financial Bid). These two parts shall be superscribed as “*e-Tender for transportation of cooked meals under mid day meal scheme*”.
2. Downloading and submission of tenders will be done by e-tendering process through the website of Chandigarh Administration <http://Chandigarh.gov.in>. or <http://etenders.chd.nic.in/nicgep>. However, for general information, guidance and reference, the Bid Document can also be viewed and downloaded from Education Department website <http://chdeducation.gov.in>.The tenderers are required to submit Earnest Money Deposit (EMD) of **Rs. 2,00,000/-** (Rupees two lac only) in shape of Demand Draft / Fixed Deposit receipt/ Bank Guarantee of any Scheduled Bank duly pledged in favour of **District Education Officer, UT, Chandigarh.**
3. **All documents submitted with the tender shall be properly filled in and duly signed with digital signatures on each page by the authorized signatory** of the Tendering transporter. All the columns of the prescribed General Information, Technical Bid as well as the Financial Bid should be duly filled in by the Bidder and any Bid with unfilled columns will be liable to be rejected.
4. Tenderer shall have to continue to maintain its office during currency of contract within the geographical limits of Chandigarh.
5. Only those transporter will be eligible to participate in the tender whose annual turn over/contract value is Rs.one crore or above.
6. The rate offered should be valid for the period of 365 days from the date of opening of the Financial bid
7. No individual/ transporter having blacklisted by the Union Government/ State Govt. / Office/ Department/ Board / Corporation and Society administered and controlled by the Government or any Partner/ shareholder of a black-listed firm directly or indirectly connected with, is allowed to participate in this tender
8. No transporter having been adjudged to be bad/improper/inefficient by any Department/ school/Govt.Office/Department/Board/Corporation and Society administered and controlled by the Govt. shall be eligible for this tender.
9. No transporter whose contract was cancelled/terminated during the currency of the agreement with any Department/ School/ Board / Corporation and Society administered and controlled by the Government shall be considered for this tender.
10. Tenders will be opened in III Parts i.e. Firstly, Part I i.e. Earnest Money Deposit will be opened. If the documents in it would be as per requirement of the department then Part II i.e. Technical bid will be opened and if part II contains all requisite documents and qualify technically then financial bid will be opened.

In case, any of the parts of tender ie. Part I & II does not fulfill the requisite established criteria as per tender document then tender will be rejected out rightly.

11. The transporter having defaulted for the non deposit of statutory payment of Service Tax etc. with the respective statutory office/ Department shall not be considered.
12. No transporter whose case for violation, default or non-deposit of statutory dues is pending with the concerned authorities office/ department/ court or any other adjudicating authority established by law shall be considered.
13. The transporter should give an affidavit as per Part-I, Annexure "C" annexed herewith (duly attested by 1st class Magistrate / Notary).
14. The competent authority reserve the right to inspect the past/ present place of work already in operation for verification purposes mentioned in the Technical bid.
15. Tendering transporter participating in the tender/shortlisted after due processing of tender can be blacklisted, as per Finance Department, Chandigarh Administration notification No. 1927-F&PO(3)-2009/1170 dated 27th February, 2009 and any amendments thereof, for not fulfilling the requisite requirements of the tender documents or for concealing any information or for furnishing any false documents/statements in the tender
16. The Director Public Instruction(S), UT Chandigarh reserves the right to reject any bid any time without assigning any reason whatsoever. The decision of the Director Public Instruction (S), UT Chandigarh in this respect shall be final and binding upon all bidders.
17. Any dispute concerning this tender will be subject to the jurisdiction of U.T., Chandigarh only.
18. Conditional Tenders shall be liable to be rejected without assigning any reason.
19. The schedule for submitting tenders through e-tendering will be as under :-

	Milestone dates of Electronic Tendering	
i.	Downloading of e-tender documents	Start date 31.8.2010 at 1000 hrs.. End date 20.9.2010 at 1300 hrs
ii	Clarification, if any,	During the above period
iii	Pre-Bid Meeting	-
iv	Date of submission of e-tender	21.9.2010 at 1300 hrs
v	Physical submission of EMD	23.9.2010 at 1300 hrs
vi	Opening of Technical Bid (online)	22.9.2010 at 1500 hrs
vii	Opening of Price Bid	To be intimated to all eligible bidders separately

PART I A-1

GENERAL TERMS AND CONDITIONS FOR AWARD OF CONTRACT FOR TRANSPORTATION OF COOKED MEALS UNDER MID DAY MEAL SCHEME.

1. SCOPE OF WORK

Transportation of cooked meals in Mini trucks under Mid Day Meal Scheme from four base kitchens i.e. Hotel Shivalikview, Sector-17, Chandigarh, Institute of Hotel management & Catering Technology, Sector-42, Chandigarh, Dr. Ambedkar Institute of Hotel Management & Catering Technology, Sector -42, Chandigarh and Govt. Model Sr.Sec.School, Sector-47, Chandigarh across 113 schools and AIE centers/Madarsaas of UT, Chandigarh. The cooked meals shall be ready for transportation by 8:00 a.m, 11:00 a.m. and 1:00 p.m. every day and should reach the schools not later than 10:00 a.m., 12:30 p.m. and 2:30 p.m. and empty utensils shall be brought back from schools to the base kitchens after each delivery.

I ELIBGIBILITY

The tenderer should be a registered transporter.

III VALIDITY OF CONTRACT

Contract shall be awarded initially for a period of 12 months subject to satisfactory performance of the transporter and compliance of all the terms and conditions. The Education Department may extend this term of the contract for further period as deemed necessary subject to such terms and conditions as may be imposed by the Education Deptt, on yearly basis, for a total period not exceeding 3 years, keeping in view the performance record.

IV MEMORANDUM OF UNDERSTANDING(MOU)

Successful bidder will have to execute MOU on the non judicial stamp papers worth Rs.15/- in the format to be obtained from the Education Department, within a stipulated period not later than 3 months from the date of award of contract.

V PERFORMACE SECURITY DEPOSIT

Successful bidder shall furnish Bank Guarantee in the form of performance security deposit equal to 5% of the annual contract value in favour of District Education Officer, UT, Chandigarh valid for 15 months. In the event of its non-performance, non adherence of terms and conditions, the same can be adjusted by the Education Department for settlement of the Dues/forfeiture of entire security deposit of the transporter as per the sole

VI REQUIREMENT OF MINI TRUCKS

- i) The bidder should have at least 40 to 50 properly covered mini trucks at his disposal

VII RATES

- i) The rates should be quoted on destination/kilometers basis.
- ii) The bidder should quote the rates in whole Rupees only and not paisa.
- iii) In case more than one firm quotes same lowest rates then the tender can be bifurcated in equal ratio for allotment to them and in case the lowest tenderer backs out, the tender can be allotted to the second lowest firm on the rates quoted by the lowest tenderer.

- iv) The bidder must have PAN in the name of the transporter/firm on behalf of which offer shall be submitted.

VIII DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

- i) Firm will supply the vehicles in efficient working conditions to the entire satisfaction of the officer concerned/authorized representative with all its complete requisite documents such as Insurance Policy, Registration Certificates, Route Permit, Driver License, Pollution Certificates, Mobile Phone at his own cost with every vehicle etc.
- ii) The documents in original will have to be shown to the officer incharge/authorized representative to satisfy him that the vehicle have valid R.Cs and are comprehensively ensured. The driver should have valid driving license issued by the licensing authority.
- iii) Attested copies of valid driving license, comprehensive insurance of each vehicle will be submitted in the office.
- iv) The transporter will ensure that the drivers and helpers are medically fit and are free from communicable disease and they should be thoroughly hygienic and sanitized.
- v) Transporter will communicate to the Education Deptt, regarding the names, parentage, residential address, age etc. of the persons as and when deployed. The transporter/firms will ensure that the police verification of all the persons deployed by them have been got done.
- vi) Vehicles will report for duty at 7:00 a.m. on all the school working days at the cooking institutes.
- vii) The vehicles should be properly covered so as to safeguard against the vagaries of nature.
- viii) The vehicles will reach the cooking institutes daily after thorough cleaning. The successful bidder shall ensure that all precautions are taken to ensure hygienic transportation of cooked meal.
- ix) Driver of each vehicle shall always carry on mobile phone, whose number shall be made available to the DEO and other concerned officers.
- x) Loading and unloading of meals at cooking institutes and at schools will be the responsibility of the firm.
- xi) The meals should reach the destination half-an-hour before the recess time.
- xii) The transporter shall ensure that the transportation is carried out on all the days of week. In case of any default on the part of the contractor, actual hiring charges of the vehicle alongwith the workers engaged for the vehicle, shall be charged from the contractor.
- xiii) The transport contractor shall not refuse to ply the vehicle even on kacha road (as per the route prepared and assigned to the transport contractor where buses/four wheelers are running). The repair/maintenance of the vehicle shall be got done by the Transport Contractor and vehicles should be in perfect running conditions during the specified timings. Payment of any other levy such as toll tax, parking, fee etc imposed on vehicle will be borne by the contractor.
- xiv) The empty vessels/utensils shall be brought back from the concerned schools and deposited in cooking institutes under proper acknowledgement. Transport contractor will be responsible for the loss or damage caused to vessels/utensils or any other material handed over to his representative due to their careless handling and the cost of the same shall be recovered from the transporter.

- xv) In case the meals, being carried by the firm in a particular truck, get spoiled due to any accident or otherwise, then the department will charge the cost of meals from the firm.
- xvi) If any of the trucks met with an accident or breaks-down during the delivery period, then the transporter will be duty bound to arrange alternative transportation for timely delivery of cooked meals in the concerned schools in time.

IX PENALTY

- i) In the event of violation of the terms and conditions, a penalty of Rs.500/- (Rupees five hundred only) or more at the desecration of the District Education Officer, UT, Chandigarh, in a single instance can be imposed upon the contractor.

X PAYMENT OF BILLS OF CONTRACTOR

- i) Payments for the work done will be made to the firm on the basis of rates quoted in financial bid. Contractor will submit his bills on weekly basis and the payment of his bills shall be released within 30 days from the date of receipt of duly verified.
- ii) The transporter will get his bills verified/signed from the concerned Inspectors/kitchens Incharges before submitting the same to the office for arranging payment.

XI OTHER GENERAL TERMS AND CONDITIONS

- i) The successful bidder shall be intimated the number of trucks they will be operating and number/name of schools they will be covering from each cooking institute from time to time.
- ii) Every vehicle will be accompanied by an Supervisor/Inspector, which will be provided by the Department.
- iii) The department will not be responsible for any theft, accident, damage to man and machinery of the firm.

XII ALTERNATE ARRANGMENT IN CASE OF DEFICIENCY IN SERVICE

- i) In case, the transporter fails to provide the service of transportation of cooked meals in time due to any reason, the Education Department shall be at liberty to make alternate arrangement for the same from any other source at the risk and cost of the transporter.

XIII INSPECTIONS

- i) The Education Deptt, or its representative or representative of Chandigarh Administration shall always have the right and liberty to do surprise inspection(s) of the vehicles carrying the cooked meals to check cleanliness and hygienic conditions of the vehicles.

XIV TERMINATION OF AGREEMENT

The agreement may be terminated on occurrence of any of the following contingencies :-

- a) On the expiry of the agreement period without any prior notice

Or

b) If the transporter fails to commence the work within the stipulated period, the agreement will be terminated without any notice and the security deposited shall stand forfeited and agreement may be signed with the other transporter on the same terms and conditions.

Or

c) In case of any change in the transportation of Mid Day Meal policy, the agreement can be cancelled with one month notice.

d) Services rendered by the transporter are found unsatisfactory by giving three months notice

Or

e) In case of breach of any of the terms and conditions of the agreement by the transporter by giving three months notice.

Or

f) On assigning the agreement or any part thereof or any benefit or interest therein or there under by the transporter to any third person for sub-letting the agreement wholly or a partly by giving three months notice.

Or

g) On the transporter being declared insolvent by competent Court of Law, ceases its operations, dissolves files for bankruptcy, bankruptcy protection, appoints receivers or enters into an agreement for the benefit of creditors without any notice

Or

h) In case the transporter is not interested to continue with the agreement, the transporter shall give minimum 3 months notice. If the transporter does not give the requisite notice then the security deposit shall be forfeited in proportion to the period falling short of the specified notice period.

Or

i) If at any time it is reported that there is pilferage from the meals loaded in the vehicle

Or

j) If at any time it is found that transporter has failed to deliver the material in hygienic conditions or as per prescribed schedule.

k) The manpower of the firm is not performing the job as per the conditions of the department.

Or

l) The manpower is indulging in intoxicants like liquor, tobacco, zarda etc.

Or

m) The vehicle is not found washed daily

“ However during the notice period for termination of the agreement, in the situations contemplated above, the transporter shall continue to discharge his duties till the termination of the agreement”.

XV ARBITRATION

In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of the Director, Public Instruction(Schools), Chandigarh Administration whose decision thereon shall be final and binding on the parties thereto. The Arbitration and Conciliation Act,1996 deemed to have come into force on 25.1.96 shall apply to arbitration proceedings. The venue of arbitration shall be only at Chandigarh(India). There shall be no objection by the transporter that the arbitrator, Director, Public Instruction(Schools),Chandigarh Administration, may have dealt with the subject matter earlier in his official capacity. The expression Director, Public Instruction(Schools), Chandigarh Administration shall mean and include an acting/officiating Director Public Instruction(Schools), Chandigarh Administration.

XVI JURISDICTION

The Courts at Chandigarh only shall have the jurisdiction for the purpose of this agreement.

Part I – (B)

EMD

To

The District Education Officer,
U.T, Chandigarh.

Subject:- Tender for transportation of cooked meals Mid Day Meal Scheme.

-.-.-.-.-

Sir,

I am submitting herewith the EMD for Rs. _____

(Rs. _____ only) in connection with the
Tender for transportation of cooked meals under Mid Day Meal scheme, as per the
details given below:-

EMD PAYMENT PARTICULARS

Demand Draft/ F.D./ Bank Guarantee : Particulars :

Sl. No.	No. & Date	Name of the Bank	Amount (Rs.)
Total Amount			

Note: The Bids without EMD are liable for rejection.

Part I- 'C'

(on Non Judicial Stamp Paper worth Rs.3/- or above)

AFFIDAVIT

I/We (Name)_____ Contractor/
Partner/Sole Proprietor (strike out whichever is not applicable) having registered office at
_____ do hereby solemnly affirm and declare

- i) That the deponent(s) is/are neither blacklisted by the Union Government/State Government nor any Partner/shareholder of a black-listed firm/company is directly or indirectly connected with or has any subsisting interest in business of my/our firm.
- ii) That the services being provided by the transporter/firm of the deponent/ firm has never been adjudged to be bad/ improper/ inefficient by any institution/ Govt. Office/ Department/ Boards/ Corporation and Society administered and controlled by the Govt.
- iii) That the service agreement of the deponent/ transporter has never been cancelled/ terminated earlier then the currency of the said agreement by any Department/ school / Govt. Office/ Department/ Boards/ Corporation and Society administered and controlled by the Govt.
- iv) That the deponent/ transporter have always complied with the statutory requirements of Service Tax etc. I /we have always deposited the said dues of service tax etc. with the respective authorities/ office/ department without any delay and default.
- v) That no case for violation, default or non-deposit of such statutory dues to the concerned authorities is pending with any office/ department/ court or any other adjudicating authority established by law for any delay or default of the deponent/ transporter.
- vi) That the particulars/ facts mentioned in my/ our tender document for transportation of cooked meals under Mid Day meal scheme are true and correct.

Deponent.....

Address _____

Verification

Verified that the contents of above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Place

Dated, the

Deponent.....

Note : (To be furnished on Non-judicial stamp paper duly attested by the Oath Commissioner/Notary Public or Executive Magistrate as the case may be)

Part – II (B)

TECHNICAL BID

1. DECLARATION

(To be typed on office letter head, signed and submitted in original along with Bid)

To

**The District Education Officer,
UT, Chandigarh.**

Sir,

I/We hereby submit my/our Bid for transportation of cooked meals under Mid Day Meal scheme, as per terms and conditions prescribed by the Education Department, UT Chandigarh. We understand and agree that ;

- this contract to the transporter technically qualified as may be decided on the basis of recommendations of such committee.
- the number of schools/students under the Mid Day Meal Scheme may be enhanced/decreased any time by adding withdrawing any number of new schools, at the same rate and the same terms and conditions subsequently during the agreement duration, subject to approval by the Chandigarh Administration.
- Decision of Director Public Instruction(S), UT, Chandigarh shall be final and binding upon us.

I/We hereby declare that in the event of award of contract to us, we shall abide by the above and all the other terms and conditions of the agreement. I/We hereby certify that the neither individual/transporter nor any partner/shareholder of my/our transporter/firms have ever been black-listed by the Union Government or any State Government or Union Territory Administration directly/indirectly connected with performance nor any subsisting interest in business of my/our transport.

Dated, the
Place

Signature of Bidder and Seal

Part – II (C)

Technical Bid

1. GENERAL INFORMATION TO BE FILLED & PROOF SHOULD BE ATTACHED

a) Profile of the Bidder:

The Bidder should furnish the following details

1. Name of the applicant transporter/firms, location of office with complete address, telephone No./Fax No., if any :
2. Nature of the Organization (whether Private/Public Sector Undertaking/ /Cooperative Society etc?) Resolution passed by the Executive Body authorizing the specific Officer/partner for signing the documents of this tender to be attached) :
3. Name of the owners/Managers, Present Business Occupation with their complete Address & Telephone/Fax no. :
4. Number of years of operation :
5. Number of properly covered mini trucks available with the transporter/firm :
6. Details of the Institutions/ Govt. Office/ Deptt. Board/ Corporation and Societies administered And controlled by the Govt. where the transport/firm had provided similar time bound pantry services alongwith their Good Performance Certificate

b) Financial Capability

7. Average Annual Turnover from such services during the last 3 years
Rs.one crore P.A. or above
And adequate (fixed and moveable) assets
(copy of latest audited Balance Sheet to be attached)
8. Original Solvency Certificate for an amount not less than Rs. 10.00 lacs issued by a Scheduled Bank within last 3 months be enclosed.
9. Mention PAN/ Service Tax No. of transporter/firm (copies to be attached) & attach a copy of Income Tax statement for last year.
10. Whether the transport/firm is Registered or not ?.
If yes, mention the Registration NO. and date of any State/UT/Central Govt alongwith address of the Registering Authority and attach proof of registration certificate).
11. Whether the transport/firm has ever been black listed by Central/State Govt. for non performance of their duties.
(If No, attach an affidavit duly executed and attested by the Executive Magistrate/Notary Public/Oath Commissioner)
12. Other information, if any.

Signatures of the bidder
Full Name :

Part III – ‘A’

DECLARATION OF FINANCIAL BID

I/We declare that I/We accept the General Terms and conditions and Special terms and conditions as mentioned in the Bid Document.

I/We declare that the financial bid has been submitted without any conditions on our part and in conformity of the conditions of the Bid document and I/We are aware that the financial bid is liable to be rejected if it contains any other conditions/deviations on our part.

Signatures of the bidder with seal

