

**OFFICE OF THE COMMISSIONER, BERHAMPUR MUNICIPAL CORPORATION,
BERHAMPUR**

BID DOCUMENT

FOR

TRANSPORTATION OF KHUSHI - SANITARY NAPKINS

Reference No.01

Date: 18.01.2019

Address with Phone Nos.:

BERHAMPUR MUNICIPAL CORPORATION

BERHAMPUR, GANJAM PIN-762001

Phone No:0680-2250155

Website: <http://www.berhampur.gov.in>, E-Mail: cpmunhm.bam1@gmail.com

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NOTICE INVITING BID

**Office of the Commissioner, Berhampur Municipal Corporation
Address with Phone Nos.:
Berhampur Municipal Corporation
Berhampur, Ganjam, PIN :762001, Phone No:0680-2250155**

Website: <http://www.berhampur.gov.in>, E-Mail: cpmunhm.bam1@gmail.com

Bid Reference No. : 01

Date: 18.01.2019

Bids are invited from eligible transporters to transport **Khushi – Sanitary Napkins** from the City Warehouses of Berhampur City to different Govt. Schools under the City as per the details in **Annexure I** and as per the particulars mentioned below:

Sl. No.	Particulars	Date and Time	
1.	Date & time of release of bid	18.01.2019	
2.	Date & time of Pre-bid meeting	24.01.2019, 11 A.M.	Venue: Conference Hall, Office of the Commissioner, BeMC
3.	Last date & time for submission of bid	04.02.2019, 4 P.M.	Office of the Commissioner, BeMC
4.	Date & time of opening of BID	04.02.2019, 4.30 P.M.	Venue: Conference Hall, Office of the Commissioner, BeMC

The bid document with all information relating to the bidding process including cost of bid document, EMD, Eligibility criteria and terms & conditions are available in the website: <http://www.berhampur.gov.in>. The Authority reserves the right to accept/ reject any part thereof or all the bids without assigning any reason thereof.

Sd/18.01.2019
**Commissioner,
Berhampur Municipal Corporation, Berhampur**

Memo No .02

Date 18.01.2019

1. Copy Submitted to MD, OSMCL for favour of kind information.
2. Copy to the Director, I&PR, Bhubaneswar with a request to publish the same in two Odia dailies (Local) for oneday and submit the bill in duplicate for Pass for Payment.

Sd/18.01.2019
**Commissioner,
Berhampur Municipal Corporation, Berhampur**

SECTION – I

GENERAL INFORMATION ABOUT TENDER

1. Background

Commissioner, Berhampur Municipal Corporation is inviting bids for engagement of transport Khushi – Sanitary Napkins from the City Warehouses of **Berhampur City** to different Govt. Schools under the City (see **Annexure I** for details) on behalf of **Health & Family Welfare Department, Govt. of Odisha**. This agreement describes the terms and conditions under which the agency (successful bidder to whom contract is awarded) agrees upon to transport and deliver the sanitary napkins with its vehicles, for and on behalf of **Health & Family Welfare Department, Govt. of Odisha**.

Note:

All products shall be owned by the Commissioner, Berhampur Municipal Corporation and provided to the agency (successful bidder to whom contract is awarded) for delivery under the terms and conditions of this contract.

2. DESCRIPTION & DIRECTIVES

Commissioner, Berhampur Municipal Corporation invites sealed bids for engagement of commercial transport vehicles for transportation of **Khushi – Sanitary Napkins** to different Govt. Schools as per **Annexure I**.

Bids are invited for Berhampur City in this bid document.

The details are given below –

No. of City	Nos. of Recipient Schools	Quantity of Khushi – Sanitary Napkins (Nos.)	Cost of Tender Paper including GST (Rs.)	EMD (Rs.)	Remarks
1	43	15,00,336	2,240/-	1,00,000/-	Details are given in Annexure I

Note: Exact location of delivery will be intimated before signing of contract.

A carton of 4.5 cubic feet contains 16 packets (6 pcs. per packet) of sanitary napkins.

3. OTHER RELEVANT INFORMATION

- a) Tender Type : Manual Tender, 2 envelop System - one labeled as Technical Bid and the other one as Financial Bid.
- b) Vehicles Required : Goods Carrier Vehicles of various capacity as per ordered quantity for transportation
- c) Mode of Operation : To be decided by the Commissioner, Berhampur Municipal Corporation.

- d) Nature of work : Transportation of Khushi – Sanitary Napkins
- e) Cost of Tender Paper : **Rs. 2,240/-** (inclusive of GST) in form of Demand Draft/ Pay Order in favour of Commissioner, Berhampur Municipal Corporation, payable at Berhampur
- f) EMD : **Rs.1,00,000/-** in form of Demand Draft/ Pay Order in favour of Commissioner, Berhampur Municipal Corporation, payable at Berhampur
- g) Important Dates : Tender Release: 18.01.2019
Pre-bid meeting: 24.01.2019, 11 A.M. in Conference Hall, Office of the Commissioner, BeMC
Last date & time for bid submission: 04.02.2019, 4 P.M.
Bid Opening: 04.02.2019, 4.30 P.M. in Office of in Conference Hall, Office of the Commissioner, BeMC
- h) Validity of Bid : 180 days from the date of bid submission
- i) Address for Communication: Office of the Commissioner, Berhampur Municipal Corporation, Berhampur, PIN - 762001 ,
E-mail: cpmunhm.bam1@gmail.com

Note:

The bidders shall be solely responsible for checking the website <http://www.berhampur.gov.in> for any addendum/amendment issued subsequent to the release of bid document and take into consideration the same while preparing and submitting the bids.

SECTION – II

SPECIFIC INFORMATION FOR BIDDERS

1. ELIGIBILITY CRITERIA

The interested Bidders shall have to comply with the following criteria to participate in the tendering process -

- a. Must be registered for under "Carriage by Road Act, 2007" and "Carriage by Road Rules, 2011". **(Self-attested copies of the Registration Certificates to be furnished.)**
- b. Must have either its registered office or operating office in Odisha. **(Self-attested copy of the documentary evidence in this respect to be furnished.)**
- c. Must have all relevant statutory documents such as Registration certificate of firm, PAN Card, GST Registration Certificate, etc.
- d. Must have minimum **5 (five)** number of heavy vehicles with capacity of 6 tonnes or more to carry drugs/ pharmaceuticals/ perishable items/ consumable goods, etc. The heavy vehicle like tipper shall not be considered as a vehicle carrying drugs/ pharmaceuticals/ perishable items/ consumable goods, etc. for the purpose of this tender. **(Self-attested copies of R.C. Books along with the copies of the Fitness Certificates to be furnished)**
- e. Average annual turnover in last 3 financial years i.e. 2014-15, 2015-16 & 2016-17 or 2015-16, 2016-17 & 2017-18 must be at least Rs.10 lakh. **(Report on the financial standing of the Bidder such as Turnover Statement, duly certified by a Chartered Accountant, as in Annexure II for the Financial Years 2014-15, 2015-16 & 2016-17 or 2015-16, 2016-17 & 2017-18 to be furnished. Provisional Turnover shall not be considered.)**
- f. Must have executed similar work (transportation of drugs/ pharmaceuticals/ perishable items/ consumable goods, etc.) during any of the three (3) Financial Years i.e. 2015-16, 2016-17 & 2017-18. **(A list of clients in Annexure III along with self-attested copies of the Work Orders/ Contracts/ Completion Certificates/ Performance Certificates from the Employers as proofs of successful completion of the contractss to be furnished.)**
- g. Should neither be convicted by any court of law nor be blacklisted/ debarred on financial/ administrative/ techno-legal ground by any appropriate authority. A declaration regarding this should be submitted in a Rs. 100/- stamp paper in the format prescribed at **Annexure IV**. The bidder should not be involved in any criminal or civil suit. If the bidder is involved in any criminal or civil suit, then details of all such suits should be submitted. The Tender Inviting Authority reserves the right to consider/ not consider any offer based on the gravity/ implication of suits pending against the bidder.

2. TENURE OF THE CONTRACT

- a. The contract shall be awarded for a period of **one year** from the date of signing of contract.
- b. In the event of the contract being terminated by the Tender Inviting Authority before the completion of the contract period for reasons of unsatisfactory performance or breach of contractual conditions, the Performance Security of the agency shall be liable to be forfeited.

3. IMPORTANT NOTES FOR BIDDERS:

- a. **Vehicles Required:** Goods Carrier Vehicles of various capacity as per ordered quantity for transportation.
- b. Payment will be made only for one side i.e. only the distance covered from the City Warehouses of Berhampur City to the destinations i.e. Govt. Schools under the BeMC.
- c. EMD will be refunded to the unsuccessful bidders once the successful bidder submits the Performance Security and signs the contract.
- d. EMD will be refunded to the successful bidder after submission of the required Performance Security.
- e. In case of unwillingness of L1 bidder to enter into contract or bid withdrawal in any form, the EMD submitted by the bidder will be liable for forfeiture and the Tender Inviting Authority will have the right to proceed for a contract with the next lowest responsive bidder.

4. BIDDING PROCESS

The bidder should submit its proposal in two envelopes - "Envelop A" and "Envelop B". Envelop A should include qualification documents and Envelop B should contain financial offer. Documents to be submitted in the respective envelopes are as follows:-

A. TECHNICAL BID - ENVELOP A:

The Bidders have to submit following documents in their technical bids with page references-

Sl. No.	Particulars	Page No.
1.	Cost of Tender Paper	
2.	EMD	
3.	Self-attested copies of Registration Certificates under "Carriage by Road Act, 2007" and "Carriage by Road Rules, 2011	
4.	Self-attested copy of GST Registration Certificate	
5.	Self-attested copy of PAN card	
6.	Turnover Certificate as per Annexure II	
7.	Self-attested copies of R.C. Books along with copies of Fitness Certificates of owned heavy vehicles	

8.	List of clients in Annexure III along with self-attested copies of Work Orders/ Contracts/ Completion Certificates/ Performance Certificates from the Employers as proofs of successful completion of the contracts in support of execution of similar work (transportation of drugs/ pharmaceuticals/ perishable items/ consumable goods, etc.) during the last three (3) Financial Years i.e. 2015-16, 2016-17 & 2017-18.	
9.	Declaration as per Annexure IV	
10.	Details of the suits the bidder is involved, if any	
11.	General Details of the Bidder as per Annexure V	
12.	Bank Details of the bidder as follows – a. Name of the Bank and Branch b. Type of Account - Savings/ Current c. Bank Account No. d. IFS Code	

B. FINANCIAL BID - ENVELOP 'B'

The Bidders have to submit the financial bids in the format prescribed below. This format should be properly filled in, put into a separate envelop, sealed properly and clearly marked as “**Envelop B: Financial Bid for Transportation of Khushi - Sanitary Napkins from the City Warehouses of Berhampur City to different Govt. Schools under the City**”.

Sl. No.	No of City	Distance of Schools from the concerned Storage Point	Nos. of Schools to be covered	Approx. kms. to be covered	Rate per pc./ km. (including all charges like fuel, lubricants & oils, insurance, loading & unloading, etc. and excluding GST) (In Paisa)	Approx. Nos. of Napkins to be transported	Total Cost (Rs.)
1	2	3	4	5	6	7	8 [=(5x6x7)/100]
1.	1	0 – 50 kms.	43				
Total (in Figure)							
Total (Rs.....) only							

- (i) **Exact location of delivery will be intimated before signing of contract.**
- (ii) **The Total Cost as at Column 8 above is for evaluation purpose only. However, contract will be on per piece per km. basis.**

Note: 1) Rate to be quoted for one side i.e. distance from source place to the destination.

- 2) a) If there is a discrepancy between the rate and the line item total that is obtained by multiplying the rate by the quantity and km, the rate shall prevail and the line item total shall be corrected.
- b) If there is an error in a total corresponding to the addition of subtotals, the subtotals shall prevail and the total shall be corrected accordingly.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

3) A carton of 4.5 cubic feet contains 16 packets (6 pcs. per packet) of sanitary napkins.

Both Envelop A and Envelop B should be put into a bigger envelope and sealed. The envelope should be superscripted on top with the tender reference number and addressed to Commissioner, Berhampur Municipal Corporation, Berhampur. **There is no system of receipt of bids through drop box or by hand. The bids shall be received only through registered post/ speed post/ courier service.** The Tender Inviting Authority shall not be responsible for any postal delay.

5. EVALUATION AND SELECTION

- a) The bids shall be evaluated in two stages i.e. technical evaluation and financial evaluation.
- b) The Financial Bids shall be opened of those bidders who will qualify in the technical evaluation.
- c) Financial Bids shall be opened in the presence of the technically qualified bidders/ their representatives, who choose to attend in person at the address given below –

Office of the Commissioner, Berhampur Municipal Corporation
Berhampur, PIN -762001

Date of Opening of Financial Bids shall be communicated to the technically qualified bidders.

6. AWARD OF CONTRACT:

- a) Contract shall be awarded to the bidder whose bid will be determined to be substantially responsive and who has quoted the lowest evaluated total cost (**Total of Col. 8 of Financial Bid**).
- b) **The Total Cost as at Column 8 above is for evaluation purpose only. However, contract will be per piece per km. basis.**
- c) In case more than one bidder has quoted the same lowest total cost, the bidder having highest average annual turnover among them will be considered for award of contract.
- d) Intimation of offer for contract will be given by letter/ e-mail. The concerned bidder will have to acknowledge the same and submit the acceptance with the agreement document & Performance security within 10 days of receipt of such intimation. In case of non-acceptance of agreement, the Tender Inviting Authority may proceed to the next lowest evaluated Bidder.

7. PERFORMANCE SECURITY:

- a) Performance Security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the agency.
- b) Performance Security for an amount of **Rs.2 Lakh** is to be furnished by the successful bidder on intimation by the Tender Inviting Authority in form of a Demand Draft/ Bank Guarantee.
- c) Format for Bank Guarantee is attached at **Annexure VII**.
- d) The Performance Security is to be furnished within 10 days of receipt of the Letter of Intent/ Notification of Award.
- e) The Performance Security should remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the agency.

In case of breach of contract by the agency, the Performance Security shall be forfeited. If the agency duly performs and completes the contract in all respect, the Performance Security shall be returned without any interest on completion of all such obligations under the contract.

SECTION – III

CONDITIONS OF CONTRACT

1. SCOPE OF WORK

- a. Transportation of Khushi – Sanitary Napkins to different schools of Berhampur City. The list of the delivery locations is at **Annexure I**.
- b. Khushi – Sanitary Napkins are highly sensitive commodities; therefore, the transporter should carefully and timely execute its work.
- c. Work Orders for transportation will be given mentioning the destination and no. of Khushi – Sanitary Napkins to be delivered. The invoices should be raised by the agency accordingly for payment process.

Responsibilities of the Agency

i. Transportation of Products

1. Provide vehicles for transportation of Khushi – Sanitary Napkins from the City Warehouses of Berhampur City to different Schools under the City as listed out in **Annexure I**.
2. Loading of materials in the trucks from the Depots, unloading of materials from the trucks at the identified locations of the Schools and keeping the materials in the space assigned are the responsibilities of the agency.
3. The agency will use utmost care and precaution while transporting the products.
4. The agency's responsibility with respect to the goods and materials which it has agreed to accept and transport shall attach as to each portion of the goods and materials when such goods and materials are being loaded upon the agency's vehicle and shall terminate when the goods and materials are unloaded at their destination and a delivery voucher is signed without reference to any loss or damage by the recipient.
5. The agency will not overload any vehicle.
6. Any penalty incurred as a consequence of any overloading will be to the agency's account.
7. The vehicles should be completely covered and secured to prevent from rain, wind, etc. while transporting the materials to the destinations.
8. The agency is responsible to provide fuel, oil, tiers and other parts, supplies and equipments necessary or required for the safe and efficient operation & maintenance for all his vehicles for transport of the products allocated.
9. The operators of the agency's vehicles will be equipped with operational cellular phones and be contactable at all times.
10. The agency shall pay all expenses of every nature, including the linsurance Charges, expense of road service and repair in connection with the use & operation of the vehicles and shall, at its sole cost and expense, at all times during the term of this Agreement, maintain the vehicles in good mechanical condition and appearance.
11. The agency shall provide roadworthy vehicles in very good conditions and well maintained for transportation of products to the designated locations.
12. The agency agrees that he shall be prohibited from utilizing and operating any unsafe vehicle, equipment/machinery and/or articles by the agency and his employees in medical center's premises.

13. **The agency should be able to provide the required vehicles within twenty four (24) hours of receiving intimation from the concerned City/ Office of the Commissioner, Berhampur Municipal Corporation.**
14. **The agency should be able to provide vehicles for transportation of goods to the tune of 30 tons on any given day within twenty four (24) hours of receiving intimation from the concerned City/ Office of the Commissioner, Berhampur Municipal Corporation**
15. In case of emergency, the agency may be required to provide vehicles with a short notice.
16. The agency shall commence loading of the vehicles in warehouse immediately they receive instructions from the concerned City/ Office of the Commissioner, Berhampur Municipal Corporation. Delay to load would lead to penalization or termination of the Contract (see Penalty & Termination Clause).
17. All efforts must be made to complete transportation without transshipment. In the event that transshipment becomes unavoidable, it may only take place with the knowledge and approval of the concerned City/ Office of the Commissioner, Berhampur Municipal Corporation.
18. The agency acknowledges that time is of essence and that all efforts of the agency are to be focused to ensure the expeditious delivery of the product.

ii. Reports

The performance of the agency will be evaluated on its timeliness, speed of execution and accuracy of delivery. To evaluate the agency on these parameters, the agency needs to submit the following reports along with the bills for review on a monthly basis -

Trip Record – A summary of trips along with Trip Records, Closing Kms. And Acknowledgement against receipt of goods, duly signed by the School In-Charge or his authorized Officer.

2. CONTRACT MANAGEMENT

a. Risk and Ownership

i. Liability of damages and losses

1. Commissioner, Berhampur Municipal Corporation and the agency acknowledge and agree that the risk of loss to goods during transit shall be borne by the agency once the agency's truck leaves the warehouses. The driver/ representative of the agency shall have the right to inspect each transport for damage prior to leaving the loading bay and shall have the right to refuse damaged goods tendered for delivery. In addition, the agency's driver shall note and bring to the attention of the store in-charge at the location any damage detected prior to leaving the loading dock where it is receiving goods under this tender. In the event that damage occurs to goods prior to delivery at the ultimate destination, the driver shall note such damage on the delivery voucher and further shall so advise the party receiving the shipment of damaged goods.
2. The agency bears the risk of loss for goods while in transit. The agency shall arrange for appropriate insurance for such goods in transit, the cost of which shall be deemed to be included in the rates set forth in the financial Bid.

3. In case of loss or damage to the goods in transit, amount equivalent to value of such goods will be deducted from the payment to be made to the agency. If value of damaged goods is more than 10 % of total consignment, then additional penalty of 20 % on value of damaged goods will also be levied.
4. The agency shall not be liable for any loss or damage to the extent such is due to a force majeure event, as defined in "FORCE MAJEURE" section of this agreement or an act or default of the Office of the Commissioner, Berhampur Municipal Corporation.

ii. Force Majeure

If through "Force Majeure" (Government embargos, wars, blockages, revolutions, insurrections, mobilizations, strikes, lockouts, riots, other extra ordinary civil disturbances, and/or an act of God) where one or both of the contracting parties are unable to perform their obligations under the terms of this contract; then it shall be considered cancelled and no penalties shall be attached to the parties.

iii. Indemnity

The agency agrees that it shall protect, defend, indemnify and hold harmless to the Office of the Commissioner, Berhampur Municipal Corporation from and against all liabilities, losses, costs, damages, expenses, claims, attorneys' fees and disbursements of any kind or of any nature whatsoever imposed upon the Office of the Commissioner, Berhampur Municipal Corporation, whether incurred directly or indirectly by the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur by virtue of, or in connection with, or arising out of any:

1. Failure of the agency to maintain appropriate licenses to carry out the purposes of this agreement, resulting in the inability to, among other things, ship products for the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur;
2. Claims made by any employee or agent of the agency or by any operation of the agency related to agency's provisions of transportation services to the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur under the terms of this agreement, including any claim by agency's personnel that they are employees of the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur for any purpose;
3. Claims arising from the negligence of the agency in performing transport services pursuant to the terms of this agreement; or
4. Other claims arising directly or indirectly out of the transportation of goods on behalf of the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur by the agency, including but not limited to claim arising from accidents involving vehicles used to transport goods.

b. Penalty & Termination

i. Penalty Clause:

1. In case of non-reporting within the stipulated time, a penalty of 20% of the projected transportation cost for the quantity of goods which could not be dispatched against any Work Order.

2. The vehicles and the drivers shall provide satisfactory service at all times during the entire contract period as per the provisions of this contract. Failure to comply with the provisions of this tender document will be considered as unsatisfactory performance.
3. Penalty for an amount of Rs.500/- per case per day will be deducted from the due amount in the following situations -
 - a. Any undisciplined behavior by the staff of the agency, which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.;
 - b. Discourteous behavior towards any officer or manpower of the City/ Schools/ Office of the Commissioner, Berhampur Municipal Corporation, Berhampur;
 - c. Not carrying out the duties in a satisfactory manner; and
 - d. Damage or stealing of any asset or property or officers and manpower of the City/ Schools/ Office of the Commissioner, Berhampur Municipal Corporation, Berhampur.

In case of 'd' above, cost of such asset or property damaged or stolen shall also be recovered from the agency.

4. The Tender Inviting Authority may also terminate the contract in case of prolonged/ frequent unsatisfactory service, breach of Terms & Conditions and non-compliance by the agency of the instructions given by the Office of the the Commissioner, Berhampur Municipal Corporation, Berhampur. **In case of termination of the contract, Performance Security deposited by the agency shall be forfeited.**

ii. Termination

Without prejudice to any other remedies that the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur and its designated agents may have against the agency and its agents, the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur shall have the right at any time by giving notice in writing to the agency to terminate the agreement forthwith in any of the following events:

1. On breach

In case of non-compliance of prescribed quality norms, breach of contractual terms and repeated concerns regarding service quality.

2. On liquidation or insolvency of the Agency

If at any time the agency becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or if he is convicted by any court of law, the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on this account.

3. On prevention of performance of duties

The Office of the Commissioner, Berhampur Municipal Corporation, Berhampur shall have the right to terminate this Agreement immediately on notice to agency, if, in the

reasonable judgment of the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur, the agency has failed to provide transport services in accordance with the required standards.

4. On Prejudicial conduct

If the agency is guilty of any conduct which in the opinion of the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur is prejudicial to the interests of the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur.

c. Operations

1. All operations of the agency are to be conducted in a safe manner and in compliance with all central, state and local laws, statutes, ordinances, standards, rules and regulations.
2. The vehicles shall remain in sound running condition and be dust proof. Its emissions shall comply with pollution control norms. The concerned City reserves the right to decide upon the sound running condition of the vehicles. All the expenses incurred in the maintenance of the vehicles or otherwise shall be borne solely by the agency.
3. All related and relevant documents of the vehicles should be available in the vehicles while on duty.
4. The vehicles and the drivers shall report when called for, duly fuelled and in sound running conditions. Any delay or shortcoming will be viewed seriously and may be dealt with imposition of fine as per the provision of "Penalty and Termination".
5. The drivers shall possess valid Driving Licenses, should be well behaved and while on duty, they should never be in an intoxicating state or smoking. The agency shall be required to change/replace the driver/s in case not found suitable by the concerned City/ Office of the Commissioner, Berhampur Municipal Corporation, Berhampur.
6. The drivers shall not be reluctant to or deny or refuse to go to any place including various destinations as listed in the Scope of Work. In case of stay anywhere, they shall be required to make their own arrangements for food and stay. The concerned City/ Schools/ Office of the Commissioner, Berhampur Municipal Corporation, Berhampur shall not provide any additional remuneration monetary or otherwise in any such situation.
7. In case the vehicle is not available for whatsoever reason, the concerned City shall be free to make its own arrangement at the sole risk and cost of the agency. Any expenses thus incurred shall be deducted from the amount payable to the agency or Performance Security in addition to any penalty that may be imposed as per "Penalty & Termination" clause.
8. The agency shall ensure immediate replacement of a vehicle due to its being involved in accidents, mishaps, detention and/or impounding by authorities concerned, becoming out of order or road unworthy, etc. In such eventualities, the agency shall inform the Nodal Officer of the concerned City without any loss of time.
9. In the event of such breakdowns, the concerned City may decide in its sole and absolute discretion to carry the products to their destination and the agency agrees that the agency

shall pay to the concerned City's reasonable costs in so doing if the agency fails to make alternative arrangement.

d. General Provisions

i. Subletting

The agency shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval from the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur. In case the agency contravenes this condition, the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur shall be entitled to place the contract elsewhere at the risk and cost of the agency and all expenses borne on this account shall be recovered from the agency.

ii. Illegal Gratification

1. Any bribe, commission, gift or advantage taken or promised to be taken by or on behalf of the agency or his partner or agent or servant or any one of his authorized representative from the users of the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur shall in addition to any criminal liability that the agency may incur, entitle the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur rescind this contract and all other contracts with him, and to take any other action as may be deemed fit by the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur.
2. The agency shall not lend to or borrow from or have or enter into any monetary dealing or transaction either directly or indirectly with any employee of the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur and if he shall do so, the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur shall be entitled forthwith to rescind the contract.
3. Any question or dispute as to the commission of any offence or compensation payable to the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur under these clauses shall be settled by the designated officer of the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

3. PAYMENT TERMS

1. Work Orders for transportation will be given mentioning the destination and no. of Khushi – Sanitary Napkins to be delivered. The invoices should be raised by the agency accordingly for payment process.
2. The agency shall issue an invoice to the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur at the end of each month for the services rendered under this agreement along with the requisite documents duly signed by the authorized Officers of the concerned City as well as the concerned Schools.
3. Payment will be made to the agency for transport of products at the rates agreed through the tendering process.

4. The payment will be made only for the distance covered from the City Warehouses to the Schools i.e. one side only.
5. No advance payment shall be made to the agency. Full payments will be made upon presentation of original signed and stamped Invoices along with monthly summary of trips and copies of Work Orders of the concerned City and Trip Records, duly signed by the authorized Officers of the concerned City as well as the concerned Schools.
6. The agency will invoice the Office of the Commissioner, Berhampur Municipal Corporation, Berhampur in the first business week of the month for the transportation charges for the previous month.
7. Payment shall be made through RTGS/ Cheque/e-payment system.

4. RESOLUTION OF DISPUTES

- If dispute or difference of any kind shall arise between the Tender Inviting Authority and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- If the parties fail to resolve their disputes or differences by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either Tender Inviting Authority or the successful bidder may give notice to the other party of its intention to commence arbitration, as provided and the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e. Bhubaneswar, Odisha.

Applicable Law and Jurisdiction of Courts

- The contract shall be governed by and interpreted in accordance with the laws of India.
- All disputes arising out of this bid will be subject to the jurisdiction of courts of law in SDJM, Berhampur/ High Court of Odisha.

School-wise Distribution Plan of Khushi – Sanitary Napkins

Name of the City	Name of the School	Quantity of Khushi – Sanitary Napkins (No.)	Approximate Km. from Source Place
Berhampur	HARIDA KHANDI U.P.S	19008	4 KMS
	JAGABANDHU U.P.S	10368	4 KMS
	132-K.V.LINE COLONY U.P.S.	6264	4 KMS
	SUBUDHI DEVI U.P.S	15336	3.5 KMS
	ASKA ROAD N.UPS	12096	3.5 KMS
	ASKA ROAD GIRLS HIGH SCHOOL	58104	3.5 KMS
	KABISURYA U.P.S	2592	3.5 KMS
	AGA STREET U.P.S.	4536	4 KMS
	GOVT. MUNICIPAL HIGH SCHOOL, OLD BERHAMPUR	14040	4 KMS
	KARAN STREET U.P.S	8640	4.5 KMS
	SIMHADRI PANDA HIGH SCH.R.B.ST	3456	4 KMS
	GOVT. GIRLS HIGH SCHOOL, BERHAMPUR,	308664	3 KMS
	MILITARY LINE GIRLS' HIGHSCHOOL	29808	3 KMS
	MILITARY LINE N.U.P.S.	17928	3 KMS
	BARRACK MPL. HIGH SCHOOL	9720	2.5 KMS
	CHACHA NEHERU U.P.S	8856	2.5 KMS
	GOVT. QUEEN MISSION HIGH SCH.	7560	2.5 KMS
	UTKAL ASHARAM ROAD U.P.S	2808	2.5 KMS
	BIJIPUR U.P.S	4968	1 KM
	SHASHI BHUSAN RATH GOVT. WOMEN'S (JUNIOR) COLLEGE.	309744	1.5 KMS
	UTKALMANI U.P.S.	15768	1.5 KMS
	HILL PATANA GIRLS U.P.S	4752	1 KMS
	SOUTH EAST RLY U.P.S	6480	1 KMS
	GOVT. SEC & TRG. (W) HIGH SCHOOL.	305208	1 KMS
	GOILUNDI U.P.S	3456	3 KMS
	BRUNDABAN U.P.S	3672	3.5 KMS
	JAIL CAMPUS U.P.S	9936	3.5 KMS
	MEDICAL CAMPUS HIGH SCHOOL	7776	3.5 KMS
	LANJIPALLI MPL. HIGH SCHOOL.	3240	4 KMS
	AMBAPUA U.P.S	8424	12 KMS
	BIDYUTPURI U.P.S	3672	9 KMS
	KHODASINGI U.P.S	6480	10 KMS
	ANKULI U.P.S.	9720	5 KMS
MOTHER SAROJINI GIRLS' HIGH SCHOOL	89424	5.5 KMS	
HELEN KELLER REDCROSS DEAF SCH	12096	12 KMS	
LANJIPALLI GIRL'S HIGH SCHOOL.	9936	5 KMS	
	RAMADHIN SANS. COLLEGE.	4320	4 KMS

B.C.M.E U.P.S	3024	3.5 KMS
K.C. GIRLS HIGH SCHOOL	36720	0 KMS
RED CROSS SCHOOL FOR THE BLIND	4968	12 KMS
MOTHER SAROJINI GIRLS UPS	27648	5.5 KMS
DECCAN (JUNIOR) COLLEGE.	36072	1 KM
CITY (JUNIOR) COLLEGE.	33048	12 KMS
	15,00,336	

TURNOVER CERTIFICATE

I hereby certify that M/s. _____ (Name & address _____) is having the following annual turnover and the statement is true and correct -

Sl. No.	Financial Year	Turnover
1.	2014-15/ 2015-16	Rs. (Rupees) only
2.	2015-16/ 2016-17	Rs. (Rupees) only
3.	2016-17/ 2017-18	Rs. (Rupees) only

Signature of the Bidder:**Date:****Signature of Auditor/ Chartered Accountant****Membership No.:****Seal:**

Details of Present and Past Clients

Sl. No.	Name of the Client with complete Postal Address	Nature of service provided	Name and Designation of the Contact Person with Telephone/ Mobile No. and E-Mail id	Period of Contract	No. of Vehicles Deployed by your Firm on site	Makes & Models of the Vehicles Deployed	Monthly Basis/ Call Basis

Declaration

To

The Commissioner
Berhampur Municipal Corporation
Berhampur

I/We _____ have carefully read the tender document and confirm my/ our eligibility as required. I/ We solemnly declare that I/ we have never been convicted by any court of law or blacklisted/ debarred on financial/administrative/techno-legal ground by any appropriate authority. By submitting this bid, I/ we assure my/ our agreement to the terms and conditions of tender and will abide by the same if contract is awarded to me/ us.

Currently running criminal/civil suits against my/ our firm are:

(Write "NIL" if no court case pending otherwise give the list and enclose case details)

Signature of the bidder:

With seal

NOTE: To be given in a Rs. 100/- stamp paper.

General Details of the Bidder

Sl. No	Particulars	Details
1.	Name of the Organization	
2.	Nature of Business	
3.	Year of Inception	
4.	Name and Details of the Proprietor, Director of Company/ Organization/ Firm/ Agency Mobile No: Email Address:	
5.	Full Address of Regd. Office Telephone Number Fax. No. E-Mail Address	
6.	Website of the Organization	
7.	PAN	

AGREEMENT

This agreement is made on this _____ day of _____, 2017.

BETWEEN

Office of the Commissioner, Berhampur Municipal Corporation, having its registered office at Berhampur and represented through its **Health Officer, Berhampur Municipal Corporation** (Herein after "The 1st Party")

AND

M/s. -----, having its registered office at -----
---, represented through its -----, duly authorized for the purpose
(Herein after "The 2nd Party").

Whereas the 1st Party has invited tender for "**Transportation of Khushi – Sanitary Napkins from the city Warehouses of Berhampur City to different Govt. Schools under the City**" vide tender reference no. 01 dt.18.01.2019. The 2nd Party submitted its bid as per tender requirement and being the L1 bidder, the 1st Party has finalized the tender in favour of the 2nd Party for transportation of Khushi – Sanitary Napkins from the City Warehouses of Berhampur City to different Govt. Schools under the City at the prices/rates indicated against various components (herein after "Contract Price") on the terms and condition set forth in this agreement. The letter of award was issued vide LOA No. xxxxx dated _____ inviting to execute the contract. And whereas the 2nd Party has deposited the Performance Security of Rs.1,00,000/- vide a Demand Draft/ Bank Guarantee No. _____ dt. _____.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a) Conditions of Contract
 - b) Submissions and Declaration as part of the Proposal submitted
 - c) Notification of Award issued by the Office of the Commissioner, Berhampur Municipal Corporation
2. In consideration of the payments to be made by the 1st Party to the 2nd Party, the 2nd Party hereby covenants with the 1st Party to provide the agreed services uninterrupted in all respects as per the provisions of this Contract.
3. The 1st Party hereby covenants to pay the 2nd Party in consideration of the provision of the agreed services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

4. TENURE OF CONTRACT

a. The contract is for a period of one (1) years from the date of signing of contract.

b. In the event of the contract being terminated by the 1st Party before the completion of the contract period for reasons of unsatisfactory performance or breach of contractual conditions, the Performance Security of the 2nd Party shall be liable to be forfeited.

For and on behalf of the Agency

**For and on behalf of the Commissioner,
Berhampur Municipal Corporation**

Authorized Signatory

Authorized Signatory

(Name with Signature)

(Name with Signature)

Date:

Date:

1.Witness

1.Witness

2.Witness

2.Witness

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY
[Refer Para 7]

To

The Commissioner
Berhampur Municipal Corporation
Berhampur

WHEREAS (Name and address of the Service Provider) (here in after called “the Service Provider”) has undertaken, in pursuance of Tender Reference No. dated..... for engagement of commercial transport vehicles for **transportation of Khushi – Sanitary Napkins from the City Warehouses of Berhampur City to different Govt. Schools under the City** (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligation in accordance with the contract.

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be Performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of, 2019.

We theBranch..... undertake not to revoke the guarantee during its currency expect with the previous consent of the Office of the Commissioner, Berhampur Municipal Corporation in writing.

WeBranch..... further agree that a mere demand by the Office of the Commissioner, Berhampur Municipal Corporation is sufficient for us to pay the amount covered by the Bank Guarantee without reference to the said Agency and protest by the said Agency cannot be a valid ground for us to decline payment to the Office of the Commissioner, Berhampur Municipal Corporation.

(Signature of the authorized officer of the Bank)

Name and designation of the Officer

Seal, name & address of the Branch of the Bank