

TENDER PAPER

(Level-I Transport Contractor)

OFFICE OF THE DISTRICT MANAGER
ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED.
KANDHAMAL DISTRICT

Tender No. 461 /Date. 21.02.2019

TENDER DOCUMENTS

Tender documents comprising of 53 pages (including Annexure and appendix) are issued in duplicate, out of which one copy is to be retained by the tenderer & other copy to be sent to the District Manager, Kandhamal strictly through Regd. Post/Speed Post/ Courier Service only. Tender documents sent other than the above mode shall not be entertained in any circumstances.

Cost of tender paper—Rs. 10000/- (Rupees Ten Thousand only) inclusive of GST. Money receipt will be required in case of tender paper purchased from district office and Bank draft / Banker cheque will be required in case of tender paper downloaded from district website. The Draft / Banker cheque shall be made in favour of District Manager, OSCSC Limited, Kandhamal District payable at Phulbani.

INVITATION TO TENDER & INSTRUCTIONS TO TENDERERS FOR
TARANSPORTATION OF FOODGRAINS FROM FOOD STORAGE DEPOT (FSD) FCI TO
RICE RECEIVING CENTRE-CUM-DEPARTMENTAL STORAGE CENTRE
(RRC-CUM-DSC) YEAR- 2019-20 & 2020-21

- (I) Last date and time of receipt of Tender papers Dt. 15-03-2019 up to 5: 00 P.M.
- (II) Tender paper to be opened on Dt. 25-03-2019 at 11:00 A.M.
- (III) If the date on which tender is scheduled to be opened falls on holiday, next working day shall be treated as the date for opening of Tender papers at same time, so also in case of receipt of Tender papers.
- (IV) The tender documents received, after the last date and time of receipt of tender paper shall not be entertained. The corporation shall not be responsible for any postal delay.

(Signature of Issuing Officer)
District Manager
OSCSC Limited, Kandhamal

(Signature of the Tenderer)

1. GENERAL INFORMATION:

- 1.1 **Level-I Transport Contractor** shall be appointed for the district for transportation of foodgrains from Food Storage Depot (FSD), FCI to Rice Receiving Centre-cum-Departmental Storage Centre (RRC-cum-DSC) of the district. A list of FSD, FCI & RRC-cum-DSCs located in the district has been indicated at **APPENDIX-I** for reference of the tenderer.
- 1.2 Original documents as per the Checklist (**APPENDIX-II**) shall be produced by the tenderer on the date and time of opening of tender paper for verification by the District Tender Committee.
- 1.3 The District Tender Committee may give reasonable time to a tenderer for production of original documents, as per his/her request on genuine grounds, and the tender paper may be considered on the basis of self-attested photocopies of the documents enclosed with the tender paper.
- 1.4 The tenderer has to sign each and every page of the Tender Paper, Appendices & Annexures and put his seal.
- 1.5 The tenderer shall read all the instructions and guidelines carefully before filling up the tender papers and submitting the same so that there will be no ambiguity later on.
- 1.6 All the terms and conditions of the tender document along with its annexures & appendices shall form part of the required Agreement.
- 1.7 Tender paper not accompanied with all the Schedules / Annexures, Documents as detailed at Checklist (**APPENDIX-II**) intact and duly filled in & signed shall be liable for rejection.

2. BIDDING PROCESS:

- 2.1 Tenderers participating in the Tender process shall submit a Technical Bid & Price Bid in response to the Tender Call Notice.
- 2.2 Earnest Money Deposit (EMD), Technical Bid & Price Bid shall be contained in separate sealed envelopes clearly marked as "EMD", "TECHNICAL BID" & "PRICE BID" as per norms specified below.
- 2.3 First sealed envelope will contain the **EMD and the Cost of Tender Paper**. This envelope shall be marked as: "EMD".
- 2.4 Second sealed envelope will contain the **INSTRUCTIONS TO TENDERERS, PART-I TECHNICAL BID & its ANNEXURES**. This envelope shall be marked as: "TECHNICAL BID".

(Signature of the Issuing Officer)
District Manager
OSCSC Limited, Kan (bhamal)

(Signature of the tenderer)

- 2.5 Third sealed envelope will contain the **PART-II PRICE BID**. This envelope shall be marked as: **"PRICE BID"**.
- 2.6 Fourth sealed envelope will contain all the THREE envelopes sealed separately i.e. **EMD, TECHNICAL BID & PRICE BID** with superscription **"TENDER FOR APPOINTMENT OF LEVEL-I TRANSPORT CONTRACTOR"**.
- 2.7 Envelope containing Technical Bid will be opened first and scrutinized on the day of opening of tender paper. The process may continue to the succeeding working days if scrutiny is not over on the day of opening of Technical Bid.
- 2.8 Tenderers who qualify on the scrutiny of Technical Bid shall be intimated for opening of their Price Bid. Price Bid of tenderers who do not qualify in the Technical Bid shall not be opened & no correspondence shall be made with them.
3. **INSTRUCTIONS TO TENDERERS:**
- 3.1 The contract, if any, which may eventuate from this tender, shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the tenderer and provisions contained in the Tender documents.
- 3.2 A tenderer can participate in the tender process for any number of districts, but cannot be appointed in more than 03 (three) districts. He/she is required to submit a declaration about the districts where he/she has participated/ shall participate, as per format at **Annexure-6**.
- 3.2.1 In case a tenderer has applied in more than 03 (three) districts and got selected in more than 03 (three) districts, he/she shall be appointed in the 03 (three) districts only where he/she has quoted lowest rates. In case the tenderer has quoted same lowest rate in more than three districts, he/she shall be appointed in 03 (three) districts as per his/her choice.
- 3.2.2 The tenderer shall declare in writing to the District Tender Committee/ District Manager of the other districts about his/her selection in 03 (three) districts so that his/her appointment in those districts shall not be considered and her/his EMD shall be refunded.
- 3.2.3 In the districts for which a tenderer has been selected but doesn't get appointed as detailed above, the District Tender Committee shall negotiate with the 2nd lowest tenderer qualified in Technical Bid to operate at the lowest quoted rate. In case the 2nd lowest tenderer disagrees to operate at the lowest quoted rate, similar exercise to be made with the 3rd lowest tenderer qualified in the Technical Bid and so on till

(Signature of the Issuing Officer)
District Manager

OSCSC Limited, Kandhamal

(Signature of the tenderer)

all the tenderers qualified in the Technical Bid are negotiated to undertake the **transport operation** at the lowest quoted rate.

- 3.2.4 **In case no tenderer** agrees to undertake the transport operation at the lowest quoted rate on **exercising** the options as detailed above, rates shall be invited from all the **tenderers qualified** in the Technical Bid in sealed covers. Then selection shall be made at a **negotiated** rate keeping in view the prevailing rates in the district and in the **financial interest** of the Corporation.

The instructions to be followed for submitting the Tender papers are set out below:

- 3.3 **Information about Tenderer:** The Tenderer must furnish full, precise, correct and **accurate details** of information asked for in the tender documents.

- 3.4 **Signing of Tender Papers:** Person or persons signing the tender papers shall state in **what capacity**, he / she is or they are signing the Tender, e.g. as Sole Proprietor of a Firm or as a Secretary / Manager / Director etc. of a Limited Company or as a Partner of a Partnership Firm. The names of all the Partners and Directors should be **disclosed and** the tender paper shall be signed by all the partners or any partner **duly authorized** or their duly constituted attorney, having authority to bind all the **partners in all matters** pertaining to the contract. A copy of the registered partnership deed shall be furnished with the tender papers. In case of a Limited Company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender paper is empowered to do so on behalf of the Limited Company. A copy of the Memorandum and Articles of Association of the Company along with copy of the **Resolution** of the Company authorizing the person who will sign the tender paper on behalf of company shall be attached to the tender document.

- 3.4.1 The person signing the tender paper or any document forming part of the tender, on behalf of **another** or on behalf of a firm or on behalf of a company, shall be **responsible to produce** a Registered Power of Attorney duly executed in his/her favour, stating that he / she has authority to bind such other person or the firm or the company as the case may be, in all matters pertaining to the contract. If the person **so signing the tender** fails to produce the said Registered Power of Attorney, his / her tender paper shall be liable for rejection, without prejudice to any other rights of the Corporation, under the Law.

- 3.4.2 **Registered Power** of Attorney shall be signed by all the partners in the case of **partnership concern**, by the proprietor in the case of a proprietary concern and by

(Signature of the Tendering Officer)
District Manager

OSCSC Limited, Kancheeswaranpet

(Signature of the tenderer)

the person who by his / her signature can bind the company, in the case of a limited company.

3.4.3 However, a sole proprietor of a proprietorship firm signing the tender paper on own capacity need not furnish any Power of Attorney.

3.4.4 The successful tenderer shall ensure that the necessary documents authorizing the person who has signed the tender to bind his / her firm or the company have been filed and registered as per the provision of law.

4. **PREREQUISITES FOR TENDER (QUALIFICATION CONDITIONS):**

The tenderer shall furnish following documents, affidavit and information for consideration of his tender paper during scrutiny of Technical Bid.

4.1 The tenderer shall furnish certificate from any Nationalised or Scheduled Bank indicating his/her financial capability for an amount not less than Rs.25.00 Lakhs. The tenderer is to furnish financial capability certificate issued not prior to 03 months from publication of tender as per the sample format enclosed at Annexure-2.

4.2 The tenderer shall have experience in Transportation/ Handling & Transportation of foodgrains in any State/Central Government PSU, State/Central Government agencies or State Government/Central Government and they should have carried out, in any of the immediate preceding three financial years i.e. 2015-16, 2016-17 or 2017-18, the work of value of at least: Rs. 96,413.00 (in words Rupees Ninety six thousand Four hundred Thirteen), 12.5% of the estimated value of the contract, in one single contract.

OR

Rs. 1,92,827.00 (in words Rupees One Lakh Ninety-two thousand Eight hundred Twenty seven), 25% of the estimated value of the contract, in multiple contracts.

The tenderer shall furnish experience certificate in the sample format enclosed at Annexure-3 from the concerned organization.

4.3 In lieu of the experience certificate, the successful tenderer will have to furnish an additional security deposit equivalent to 50% of the total security deposit due to the tenderer at the time of execution of agreement.

In such case, the tenderer shall submit an undertaking along with the tender documents to the effect that "in lieu of experience certificate he/she shall submit additional security deposit equivalent to 50% of the total security deposit due to him/her in shape of Demand Draft/ Fixed Deposit/ Bank Guarantee issued from any Nationalised/ Scheduled Bank in favour of the District Manager, OSCSC Ltd., Kandhamal the person who by his / her signature can bind the company, in the case of a limited company.

- 4.4 The tenderer shall furnish an affidavit in the prescribed format (enclosed at Annexure-4) declaring that no criminal/vigilance case(s) pending in his /her name or in the name of his firm (sole proprietorship/ partnership/company) before any legal forum and his/her firm has/have never been black listed by any State/Central Government PSU, State/Central Government Agencies or by State Government/Central Government.
- 4.5 The tenderer shall furnish an affidavit in the prescribed format (enclosed at Annexure-5) declaring non-involvement in commercial interest of his/her family members or Partners along with their family members or Directors along with their family members, as the case may be, for consideration of her/his appointment under this tender.
- 4.6 The tenderer shall furnish a Declaration in the prescribed format (enclosed at Annexure-6) declaring his/her appointment as Level-II Transport Contractor with separate 02 vehicles.
- 4.7 In case the tenderer is a firm/company, copy of Registration Certificate issued by the Competent Authorities as provided under the statute, is to be furnished.
- 4.8 The tenderer shall enclose statement from his banker for his financial transactions of last three months preceding to the publication of Tender Call Notice.
- 4.9 The tenderer shall furnish latest Income tax return for the Assessment Year 2018-19 (Financial Year 2017-18) and copy of PAN Card.
- 4.10 The tenderer shall furnish Registration Certificate in support of their transportation work under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011" issued by the State Transport Authority (STA) or Regional Transport Authority (RTA).
- 4.11 The tenderer shall have minimum 2 (two) number of transport vehicles with capacity to carry foodgrains of quantity to the tune of 9 M.T. or more at a time. The heavy vehicle like Tipper shall not be considered as a vehicle carrying foodgrains for the purpose of this tender. (Details may be referred at Clause-8).
- 4.12 The tenderer shall submit the copy of Registration Certificate from Competent Authority as required under following Laws at the time of execution of Agreement. The Registration Certificate under the provisions of:
- i. The Motor Transport Workers Act, 1961.
 - ii. The Odisha Shops & Commercial Establishments Act, 1956.


District Manager

(Signature of the District Manager)

(Signature of the Tenderer)

5. **DISQUALIFICATION CONDITIONS:**

- 5.1 **No person/ firm/ company shall be appointed as Level-I Transport Contractor under this tender process, if he/she or any of his/her family members / Partners along with their family members / Directors along with their family members has/have a commercial interest in a business relating to custom milling of rice for OSCSC under DCP scheme of Govt. of India in that district.**
- 5.2 **No person/ firm/ company shall be appointed as Level-I Transport Contractor in a district under this tender process, if he/she or any of his/her family members/ Partners along with their family members / Directors along with their family members has/have a commercial interest in a business relating to State Level and Level-II Transport Operation under Departmental Storage Operation in the same district.**
- [The term 'Commercial Interest' has been defined in detail at Clause-I (u) of the PART-I Technical Bid]***
- 5.3 **Any person/ firm/ company blacklisted or otherwise debarred by Corporation or by State/Central Government PSU, State/ Central Government Agencies or State Government/Central Government will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.**
- 5.4 **Any tenderer whose contract with the Corporation or State/ Central Government PSU, State/Central Government Agencies or State Government/Central Government has been terminated before the expiry of contract period at any point of time during last 5 years, will be ineligible.**
- 5.5 **Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by the Corporation or any State/Central Government PSU, State/ Central Government Agencies during the last 5 years will be ineligible.**
- 5.6 **If the Proprietor/ any of the Partners of the firm/ any of the Director of the company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible.**
- 5.7 **While considering ineligibility arising out of any of the above clause, incurring of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another firm, or as Director of a company etc.) will render the tenderer disqualified.**


(Signature of the Issuing Officer)
District Manager

OSCSC Limited, Kandhamal

(Signature of the tenderer)

5.8 Corporation reserves the right not to consider any person/firm/company having any dispute with OSCSC or whose operation is found unsuccessful by the Corporation during his previous assignment in order to protect its interest.

6. **EARNEST MONEY DEPOSIT (EMD):**

6.1 Each tender must be accompanied with an EMD of Rs.3,00,000/- (Rupees Three Lakhs) only in the form of crossed Demand Draft / Bankers cheque issued by any Nationalized / Scheduled Bank and drawn in favour of District Manager, OSCSC Ltd., Kandhamal district payable at Phulbani. In case the Tender Paper submitted is not accompanied by EMD, the tender paper shall be summarily rejected.

6.2 The tenderer shall be permitted to bid on the express condition that in case he resiles or modifies his offer or terms and conditions thereof, after submitting his tender, for any reason whatsoever during the tender process or any of the information furnished by him/her is found to be incorrect or false, Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and the law & the tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/ modification etc. Besides forfeiture of EMD, he/she will also be debarred from participating in any tender with the Corporation for a period of five years.

6.3 EMD shall be forfeited in case the successful tenderer fails to furnish the requisite security deposit by the date prescribed by the District Manager for execution of Agreement and to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.

6.4 EMD shall be refunded to all unsuccessful tenderers after finalisation of tender process. No interest shall be payable on the amount of earnest money.

6.5 The EMD furnished by the successful tenderer can be adjusted towards Security Deposit if requested by successful tenderer in writing.

7. **SECURITY DEPOSIT:**

7.1 The successful tenderer shall furnish security deposit in following manner.

7.1.1 A sum of Rs.1.75 Lakhs or Rs. 38,566.00 (in words Rupees Thirty-eight thousand Five hundred Sixty-six) equivalent to 5% of the estimated value of the contract, whichever is higher, in form of Demand Draft issued from any Nationalised/Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., Kandhamal.


District Manager
(Signature of the Tendering Officer)
OSCSC Limited, Kandhamal

- 7.1.2 A sum of **Rs.3.25 Lakhs** or **Rs. 77,131.00** (in words **Rupees Seventy-seven thousand One hundred thirty one**) equivalent to 10% of the estimated value of the contract, ~~which~~ is higher, in form of irrevocable and unconditional Bank Guarantee issued from any Nationalised/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., **Kandhamal**, which shall be enforceable till six months after the expiry of the contract period.
- 7.1.3 If applicable, additional sum of **Rs. 1,62,500.00** (in words **Rupees One Lakh Sixty-two thousand Five hundred**) equivalent to 50% of the security deposit as required at Clause – 7.1.1 & 7.1.2 in shape of Demand Draft & Bank Guarantee issued from any Nationalised/ Scheduled Bank in favour of the District Manager, OSCSC Ltd., **Kandhamal**. The bank guarantee shall be enforceable till six months after the expiry of the contract period.
- 7.2 Security Deposit furnished by the contractor shall be subject to the terms and conditions contained in this tender document and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- 7.3 If the successful tenderer had previously held any contract and furnished security deposit with the Corporation, the same shall not be adjusted against this tender and a fresh security deposit shall be made to make the contract valid.
8. **REQUIREMENT OF VEHICLES:**
- 8.1 The tenderer shall have minimum 02 (Two) number of Transport Vehicles with capacity to carry foodgrains of quantity to the tune of 9 M.T. or more at a time registered in his/her name/ in the name of the family members to participate for this tender. Additional requirement of vehicles can be availed on hire basis.
- 8.2 For this purpose, the "Transport Vehicle" has been defined at Clause – I (s). The vehicles should be suitable for transportation of foodgrains. The vehicle "Tipper" & "Tractor" shall not be considered a vehicle carrying food grains for the purpose of this tender.
- 8.3 In case of sole proprietorship, the vehicles must have been registered in the name of the tenderer or his/her family members. In case of partnership firm, the vehicles must have been registered in the name of the firm or any of the partners. An affidavit of the partner who is registered owner of the vehicle has to be furnished about use of such vehicles by the firm for transportation operations of Corporation without any objection. In case of company, the vehicles must have been registered in the name

of the company or in the name of any of the Director. An affidavit of the Director who is registered owner of the vehicle has to be furnished about use of such vehicles by the company for transportation operations of Corporation without any objection.

- 8.4 A tenderer who has been appointed/ has applied for appointment as Level-II Transport Contractor in any other district shall have to participate for this tender with vehicles other than the vehicles for which his tender has already been considered for Level-II transport operation. For this purpose, he/she has to furnish a Declaration as at Annexure-6.
- 8.5 A tenderer can participate for any number of districts for Level-I transport operation mentioning same vehicles under this tender process keeping in view the provision laid down at Clause-8.3. But on selection, he/she shall be appointed for maximum three districts with separate two (02) vehicles for each such district.
- 8.6 The vehicles should have National or State permit for transportation. The tenderer shall have Registration Certificate under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011" issued by the State Transport Authority or Regional Transport Authority to operate in more than one region of the state. Copy of the said certificate to be enclosed as per the Checklist (**APPENDIX-II**).
- 8.7 The vehicle has to be registered in the name of the tenderer till the end of the contract period. In case the vehicle is required to be disposed of in between the contract period, the same shall be made on prior intimation to the District Manager with substitute of a suitable vehicle in the name of the tenderer along with its documentary evidence.
- 8.8 The tenderer has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicles cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.
9. **WORKABLE RATE:**
- 9.1 The workable rate per qtl. will be determined by the District Tender Committee for transportation of foodgrains from FSD, FCI to each RRC separately keeping in view the following factors.

(Signature of the Issuing Officer)
District Manager

OSCS Limited, Kandhamal

(Signature of the tenderer)

1.	Distance covered	Shortest truckable distance from FSD, FCI to concerned RRC.
2.	Transportation charges	Rate approved by Govt. for transportation of rice by custom millers for KMS 2018-19 i.e. Rs.18.75 PQ for 1 st 10 Kms, Rs.0.60 PKm PQ for 11 Kms – 40 Kms & Rs.0.40 PKm PQ for 41 Kms & above.
3.	Interest on investment	For one month @1% on Sl. No.2
4.	Sub Total	Sl. No. (2+3)
5.	Incidental Charges	5% of Sl. No.4
6.	Weightment Charges	Rs.40/- per truck load of 10 M.T. i.e. Rs.0.40 per qtl.
7.	Workable Rate per qtl.	Sl. No. (5+6+7+8) (4+5+6)

9.2 The **workable** rates for all such FSD, FCI points to RRCs will be determined **separately** by the District Tender Committee those are in operation during last 05 years.

9.3 **Such workable** rates shall be determined by the District Tender Committee **before floating** of tender and shall be indicated in required column of the **"PART-II PRICE BID"**.

9.4 The **tenderer** may quote rate below the workable rates (% BWR). However, the **successful tenderer** has to submit additional security deposit during execution of **agreement for** the differential cost as will be decided by the District Manager, which will be **calculated** as below.

Differential Cost for an RRC:

(**Workable Rate** for an RRC – Lowest Bid Rate) X Average Monthly Stock of that RRC (In qtl.) X 03 Months

- **Average** monthly stock means average of actual wheat stock transported through Level-I Contractor from FSD, FCI to the concerned RRC during the year 2017-18.

Similar exercise will be made for all RRCs of the district and summation of all such differential costs will be submitted.

9.5 **During the contract period**, new FSD, FCI / RRC may come into operation in **addition to or** in place of the list of FSD, FCI / RRC as indicated at **"APPENDIX-I"**. In **such case** new workable rate(s) will be determined as per Clause-9.1 and

the contractor shall carryout transport operation at the approved percentage of rate for the new FSD, FCI / RRC.

10. QUOTING OF RATES:

10.1 The tenderer shall quote rate inclusive of all taxes, duties, cess etc. confirming that no other charges would be payable to him/her as follows:

10.1.1 At the Workable Rates given in the Price Bid, or

10.1.2 At a percent (%) above the Workable Rates given in the Price Bid (AWR), or

10.1.3 At a percent (%) below the Workable Rates given in the Price Bid (BWR).

10.2 Price bid without mention of quoted rate as detailed above shall not be considered.

10.3 Quoting of lowest rate does not confer any right for selection of the tenderer at the rate quoted. The District Tender Committee reserves the right to negotiate with the lowest tenderer.

10.4 The District Tender Committee reserves the right to have cross negotiation with all the qualified tenderers, if required, to finalize the rate for transport operation.

10.5 Quoting of same lowest rate (L-1) by more than one tenderer could be construed as an exceptional circumstance. In such cases, all the tenderers who have quoted the same lowest rates shall be called for and decision will be taken through public lottery.

10.6 In case no rate is quoted or the rate quoted is found to be exorbitantly higher than the Workable Rates, the district may go for retender.

10.7 The tenderer shall quote the rate for transport operation being acquainted with the prevailing conditions at Food Storage Depot, FCI and at the RRC-cum-DSC of the district relating to matters such as Truck Owners' Association, additional requirement of vehicles (Heavy, Medium, Light), condition of roads, ghat roads, inaccessible pockets, natural barriers, transport operation within a specified time, number of RRC-cum-DSCs to be covered, quantity of stock to be transported, weightment charges etc. He/she shall consider all these factors & also all other factors as may be necessary viz. prevailing trend of inflation in fuel rates for quoting his/her effective rate. The tenderer has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicle cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.

11. DELIVERY OF TENDER DOCUMENTS:

11.1 The tenderers shall submit tender documents duly filled in, complete and signed on each page in a sealed envelope being superscripted as "Tender for appointment of

(Signature of the Tendering Officer)
District Manager
OSCSC Limited, Kandhamal

(Signature of the tenderer)

Level-I Transport Contractor", addressed to the District Manager, OSCSC Ltd. _____ district. Tenders, which do not comply with this instruction, shall be summarily rejected.

- 11.2 Tender paper shall be sent strictly through registered post/ speed post/ courier service only to District Manager, OSCSC Ltd., Kandhamal District. Tender paper sent other than the above mode shall not be entertained in any circumstances.
- 11.3 Tender paper shall be accompanied with EMD of the required amount.
- 11.4 The tenderer, who has downloaded the tender paper from the district website shall have to pay an amount of Rs.10000/- only (Rupees ten thousand only) along with the tender paper. The amount shall have to be in the form of a Crossed Demand Draft / Bankers cheque issued by any Nationalised / Scheduled Bank in favour of District Manager, Kandhamal district payable at Phulbani
- 11.5 All credentials, documents and copies of certificate / information called for shall be submitted along with the tender paper.
- 11.6 If the last date for receipt of tender paper happens to be a holiday, tender paper will be received on the next working day following the holiday.
- 11.7 It should be clearly understood by the tenderer that no opportunity shall be given to them to alter, modify or withdraw any offer at any stage after submission of the tender.

12. OPENING OF TENDER PAPER:

- 12.1 The Tender Paper shall be opened in the chamber of the District Manager or in such other office premises at Phulbani on the date and time specified.
- 12.2 The Tenderers shall be at liberty to be present either in person or through their authorized representative at the time of opening of Tender. The authorized representative shall furnish the authorization letter duly executed by the tenderer to the Chairman of the District Tender Committee before opening of Tender.
- 12.3 If the date for opening of tender paper happens to be a holiday, tender paper will be opened at the same time on the next working day following the holiday.

13. CLERICAL ERRORS OR OMISSION(S) COMMITTED BY THE TENDERER:

In case of any clerical error or minor omission(s) in the tender paper, the District Tender Committee may take a suitable decision keeping in view the intention of the tenderer, if he/she is otherwise qualified.

(Signature of the Issuing Officer)

District Manager

OSCSC Limited, Kandhamal

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(Signature of the tenderer)

14. CORRUPT PRACTICES:

Any bribe, commission, or advantage offered or promised by or on behalf, of the tenderer to any officer or servant of the Corporation shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing, in any form, on the part or on behalf of the tenderer shall also make his tender liable for rejection.

15. INTERVIEWS AND ACCEPTANCE OF TENDER:

15.1 The tenderer is required to proceed to the office of the District Manager, OSCSC Ltd. ^{Kandhamal} district at his / her own expenses and without any obligation, if called upon to do so, by the District Manager, OSCSC Ltd. or by an Officer authorized to act on his behalf.

15.2 The District Tender Committee reserves the right to reject any or all tenders without assigning any reason there of and does not bind itself to accept the lowest or any tender.

15.3 The successful tenderer shall be intimated about the acceptance of his / her tender by a letter/ fax/ e-mail/ phone and which shall be acted upon immediately, without waiting for the post copy in confirmation.

16. EXECUTION OF AGREEMENT:

16.1 The successful tenderer shall enter into an Agreement with the District Manager in the prescribed format.

16.2 The Agreement shall be typed on a Non-Judicial Stamp Paper worth Rs.100/- only.

16.3 Execution of Agreement shall be made on furnishing of required security deposit, additional security deposit (in lieu of Experience Certificate and / or quoting BWR & two-passport size photograph duly attested by Gazetted Officer.

16.4 The Agreement will be executed with the tenderer on production of following documents.

* Registration under The Odisha Shops & Commercial Establishments Act, 1956 to operate in ULB.

* Registration under The Motor Transport Workers Act, 1961.

Or

Declaration in prescribed format that he/ she is not required to possess licence under the Motor Transport Workers Act 1961 because of engagement of limited

(Signature of the Issuing Officer)
District Manager

OSCSC Limited, Kandhamal

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(Signature of the tenderer)

workers. However, in such case, the Transport Contractor to operate in ULB shall register his/ her establishment under "The Orissa Shops & Commercial Establishment Act, 1956" only.

- 16.5 **The Agreement** shall be executed within the time prescribed by the District Manager failing which the contract shall be liable to be rescinded solely at the discretion of District Manager. In such case the Earnest Money Deposit of the tenderer shall stand forfeited at the discretion of District Manager.
- 16.6 In genuine case, the Collector can allow more time to the successful tenderer to furnish any document / certificate wanting at the time of execution of agreement.
- 16.7 All the instructions to tenderers, terms and conditions governing contract along with its annexures & appendices shall form part of the Agreement and any violation of the provisions prescribed here under shall be construed as violation of the agreement.
17. **OTHERS:**
- 17.1 In case of any clear indication of cartelization, the District Tender Committee shall reject the tender(s) and forfeit the EMD.
- 17.2 If the information given by the tenderer in the Tender Document and its Annexures and Appendices are found to be false/ incorrect at any stage, the Collector shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the contract and law.
- 17.3 OSCSC Ltd. reserves the right to amend the tender conditions at any time during the currency of contract, which shall be binding on the contractors.

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PART-I
DETAILED TERMS AND CONDITIONS GOVERNING CONTRACT FOR
LEVEL-I TRANSPORT OPERATION

TECHNICAL BID

Odisha State Civil Supplies Corporation Ltd., Kandhamal intends to appoint Level-I Transport Contractor for transportation of foodgrains FSD, FCI to RRC-cum-DSCs run by OSCSC Ltd., Kandhamal district of the State of Odisha for the year 2019-20 & 2020-21.

I. Definitions:

- a. The term '**Contract**' shall mean and include the notice inviting tender, the invitation to tender incorporating the instruction to tender, the tender documents, its annexures and schedules, acceptance of tender, agreement and such general and special conditions as may be added to it as & when required.
- b. The term '**Tenderer**' shall mean and include the person or persons, firm or company with whom the contract has been made for transport operation of food grains including their heirs, executors, administrators, successors and their authorized person, as the case may be.
- c. The terms '**OSCSC Ltd./ 'Corporation'**', shall mean the Odisha State Civil Supplies Corporation Limited registered under the Indian Companies Act 1956 having its Head Office at C/2, Nayapalli, Bhubaneswar-12, Khordha, Odisha and shall include its District Manager and his/her successor or successors and any Authorized Person to act for the District Manager for any specified work.
- d. The term '**Managing Director**' shall mean the Managing Director of the Corporation or any authorized officer to act on his behalf for a specific work.
- e. The term '**District**' shall mean the revenue district of Odisha.
- f. The term '**District Tender Committee**' shall mean the Committee formed as such by the Collector of the district for opening of tender and finalization of Level-I Transport Contractor and to take decision on all the related matters.
- g. The term '**District Manager**' shall mean the District Manager of the Corporation, working in Revenue District or any authorized officer to act on his/her behalf for a specific work.
- h. The term '**Govt.**' shall mean Government in Food Supplies & Consumer Welfare Department of Government of Odisha, Bhubaneswar.

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- i. The term '**ULB**' shall mean & include all the NACs, Municipalities & Municipal Corporations declared as such by Govt. of Odisha.
- j. The term '**Family**' shall mean husband/wife, unmarried sons/daughters, married sons living in the same mess (including adopted children) & dependent parents.
- k. The term '**Foodgrains**' for this contract shall mean and include Rice, Wheat, Sugar, Dal, Edible Oil, Salt, Potato & Onion or any other packaged commodity as decided by the Corporation packed in 50 k.g. / 100 k.g. HDPP bag or jute gunny bag or in packet of any weight.
- l. The term '**Wheat**' shall mean and include the wheat packed in 50 k.g. / 100 k.g. HDPP bag or jute gunny bags lifted from the Food Corporation of India.
- m. The term '**FSD, FCI**' shall mean the Food Storage Depot of the Food Corporation of India, from where rice and wheat shall be transported to RRC-cum-DSC.
- n. The terms '**Rice Receiving Centre-cum-Departmental Storage Centre (RRC-cum-DSC)**', '**RRC**' shall mean the storage centre run by the Corporation for receipt, storage and delivery of foodgrains with HDPP bag or jute gunny bag or any other package commodity. This shall include Corporation own godown, hired godown, hired godown managed through CWC/OSWC & godowns constructed under PEG scheme.
- o. The term '**Lifting Officer**' shall mean an Officer deputed by the District Manager to lift foodgrains from Food Storage Depot, FCI & Base RRC.
- p. The term '**Handling Contractor**' shall mean & include a contractor appointed by the District Manager for handling of foodgrains at Base RRC & RRC-cum-DSC.
- q. The term '**Level-I Transport Contractor**'/ '**Transport Contractor**'/ '**Contractor**' shall mean & include a contractor appointed by the District Manager for transportation of Foodgrains from Food Storage Depot, FCI & Base RRC to RRC-cum-DSC.
- r. The term '**Level-II Transport Contractor**' shall mean & include a contractor appointed by the District Manager for transportation of foodgrains from RRC-cum-DSC to retail centres.
- s. The term '**Transport Vehicle**' shall mean a vehicle suitable for transportation of foodgrains. These vehicles shall be 6-wheeler, 10-wheeler & 12-wheeler vehicles. The vehicle '**Tipper**' & '**Tractor**' shall not be considered as transport vehicle for this tender purpose.

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- t. The term 'Weighment' shall mean the weighment of foodgrains in HDPP bag or jute gunny bag either at weighbridge or by using electronic / manual weighing scale.
- u. The term 'Commercial Interest' shall mean a business, partnership or company for the operation as State Level and/or Level-II Transport Contractor under Departmental Storage Operation of OSCSC Ltd. and/or Custom Miller for OSCSC Ltd. under DCP scheme of Govt. of India for the district for which he/she intends to apply under this tender.

A Partner in a partnership firm and any of his/her family member or a Director in a company and any of his/her family member will be treated to have commercial interest in the firm or company, as the case may be, if such firm or company is operating as State Level and/or Level-II Transport Contractor and/or Custom Miller for OSCSC Ltd. in the district for which he/she intends to apply under this tender.

II. PARTIES TO THE CONTRACT:

- a. The Parties to the contract are the Contractor and the OSCSC Ltd., represented by its District Manager of the concerned district or any other officer authorized and acting on his/her behalf.
- b. The person signing, the tender or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to warrant that he/she has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, at any stage, it is found that the person concerned has no such authority, the District Manager, OSCSC Ltd Kandhamal, may, without prejudice to other civil or criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.
- c. Notice or any other action to be taken on behalf of the OSCSC Ltd. may be given/taken by the District Manager, OSCSC Ltd Kandhamal or any other officer so authorized and acting on his/her behalf.

III. CONSTITUTION OF CONTRACTOR:

- a. The contractor shall at the time of submission of tender, declare whether he/she/they is/are Sole Proprietary concern or Registered Partnership Firm or Private Limited Company or a Public Limited Company or Cooperative Society incorporated in India. The composition of the partnership or names of Directors of Companies as the case may be, shall also be indicated. Similarly, in case of Cooperative Society, the name of Secretary, by-laws and areas of operation shall be indicated. The contractor shall

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also nominate a person in whose hands the active management and control of the **work relating to** the contract during the tenure of contract would lay. The persons so **nominated shall** be deemed to have power of Attorney from the contractors in **respect of the** contract and whose acts shall be binding on the contractor.

- b. **The contractor**, during currency of the contract shall not make any change in the **constitution of** the firm without prior approval of Corporation in writing, failing which **the Contract shall** be forthwith liable for termination treating it as breach of contract **by the Contractor** with consequences following there from.
- c. **The contractor** shall notify to the Corporation the death / resignation of any of their **partner / directors** immediately on the occurrence of such an event. On receipt of **such notice, the** Corporation shall have the right to terminate the contract, if it deems so fit.

IV. SUBLETTING:

- a. **The contractor** shall not sublet, transfer or assign the contract or any part thereof **without previous** written approval of the District Manager.
- b. **In the event of** the contractor contravening this condition, the District Manager shall **be entitled to** place the contract elsewhere on the contractor account and at his / her risk and **the contractor** shall be liable for any loss or damage, which the Corporation **may sustain in** consequence or arising out of such replacing of the contract.

V. RELATIONSHIP WITH THIRD PARTIES:

- a. **All transactions** between the contractor and third parties shall be carried out as **between two** principals without reference in any event to the District Manager.
- b. **The contractors** shall also undertake to make the third parties fully aware of the **aforesaid position.**

VI. LIABILITY FOR PERSONNEL:

- a. **All persons employed** by the contractor shall be treated as his/her own employees / **workers in all** respects and the responsibility under the Workmen's Compensation Act' 1923; Employees Provident Fund Act' 1952; Maternity Benefit Act' 1961; The Motor Transport Workers Act' 1961; The Orissa Shops & Commercial Establishment Act' 1956; Payment of Gratuity Act' 1972; Equal Remuneration Act' 1976; ESI Act' 1948; **Minimum Wages Act' 1948** or any other similar enactments and rules made **there under** with up to date amendments in respect of all such personnel shall be **that of the** contractor. The contractor shall be bound to indemnify the District

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Manager against all claims whatsoever, in respect of the said personnel under the **Workmen's Compensation Act' 1923** or any statutory modification thereof, or **otherwise for in** respect of any damage or compensation payable in consequence of **any accident** or injury sustained by any workman or other person whether in **employment of** the contractor or not.

- b. **The contractor** shall be liable for making contributions in accordance with the **provisions of the Employees Provident Funds Act' 1952**, and the scheme framed **there under in** respect for the workers employed by him. The contractor shall recover **the required** amount payable by such employees and deposit the same with **concerned PF** authorities with employer share. If, on account of the default of the **contractor in** making such payments or for any other reason, the District Manager **makes such** contributions on behalf of the contractor, the District Manager shall be **entitled to set off** against the amount due to the contractor for the contributions made by it **including** penalty, if any on account of his default in making payments or **otherwise in** respect of the workers employed by the Contractor.

The Contractor shall also maintain such records and also submit such returns **as may be pres**cribed under the Act to the Authority designated in the EPF Act' 1952 **and the scheme** framed there-under, prescribed and / or when demanded for **inspection to the** Officers of the Regional Provident Commissioner and to the District **Manager or an** Office authorized by him or acting on his behalf.

- c. **In complying** with the said enactments or any statutory modifications thereof, the **contractor shall** also comply with or cause to be complied with, the labour regulations **enactments made** by the State Governments./ Central Govt. from time to time in **regard to pay**ment of wages to the workers, wage period, deduction from wages, **recovery of wages** not paid and deductions unauthorizedly made, maintenance of **wage register**, attendance register, muster roll registered, wage slip, publication of **scale of wage**s and other terms of employment, inspection and submission of **periodical retu**rn and all other matters of like nature.
- d. **Notwithstanding** the fact, whether the said legislations, enactments or any statutory **modifications** thereof are applicable or not to the employees / workers employed by **the contractor**, he/she shall pay the following to them.

- i. **Payment of Wages to Workers: -**

The contractor shall pay not less than minimum wages to the workers engaged **by him/her** on either time rate basis or piece rate basis on the work. Minimum

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wages both for the time rate and for the piece rate work shall mean the prevailing rates notified by the Government in Labour Department, Odisha, Bhubaneswar during the contract period for the work. The contractor shall maintain necessary records and registers like wage book and wage slip etc. Register of unpaid wages and Register of Fines and Deductions etc. as required for such purposes.

ii. **Weekly off:-**

The contractor shall allow or cause to be allowed to the workers directly or indirectly employed in the work one-day rest for six days continuous work and pay wages at the same rate as for duty.

iii. **Attendance Allowance:-**

The contractor shall pay the required attendance allowance per day to the regular workers generally employed by him on piece rate or time rate basis when such worker report for duty on the day but is not booked or given work for the day shift.

- e. **Aforesaid wage / benefits at Clause VI (d) (i to iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The District Manager shall have the right to deduct from money due to the contractor, any sum required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages, or of deductions made from his/her or their wages which are not justified or non-observations of the regulations/enactments mentioned in Clause VI (a) and (b).**

f. **Declaration in lieu of License & Registration of establishment: -**

In case the contractor claims that he/ she is not required to possess any registration under the Motor Transport Workers Act' 1961 & the Orissa Shops & Commercial Establishment Act' 1956 because of engagement of limited workers, he/ she shall give Declaration in prescribed format before execution of agreement & on every time while preferring bill for settlement of bills on transport operation. However, in such case, the contractor to operate in ULB shall register his/ her establishment under "The Orissa Shops & Commercial Establishment Act' 1956" only.

VII. BRIBES, COMMISSION, CORRUPTION ETC:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or any one of their partners / Directors / Agents or servant or any one-else on their behalf to any officer, servant, representative or agent of the Corporation or any person on his or their behalf for showing or for bearing favour or

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disfavour to any person in relation to the contract, shall be subject to the cancellation of this contract or any other contract with Corporation also to payment any loss or damage resulting from such cancellation by the contractor.

VIII. PERIOD OF CONTRACT:

- a. The contract shall remain in force from the date of execution of agreement till 31st March'2021 or such later date as may be decided by the District Manager with the approval of the Collector.
- b. The District Manager with the approval of the Collector reserves the following rights.
 - i. To extend the period of contact maximum for 06 months at a stretch beyond the original contract period as at Clause VIII (a), on the same rates, terms and conditions.
 - ii. To terminate the contact at any time during its currency without assigning any reason thereof by giving seven days' notice in writing to the contractor at his/her last known place of residence / business and the contractor shall not be entitled to any compensation by reason of such premature termination.
 - iii. To award similar works on the basis of said contract on mutual agreement with another contractor.

IX. SECURITY DEPOSIT:

- a. On acceptance of the tender, the successful tenderer shall be required to furnish the prescribed security deposit in the manner as mentioned at Clause-7.1.
- b. The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the entire period as is held by the Corporation.
- c. In the event of premature termination of the contract as envisaged in Clause-VII, VIII, X & XI, the District Manager, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to the claim for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.
- d. The decision of the District Manager in respect of such damage, losses, charges, costs or expenses shall be final and binding on the contractors.
- e. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum due or which at any time thereafter may become due to the

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contractor under this or any other contract with the Corporation. In the event of that any sum found not sufficient to cover up the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due.

X. LIABILITY OF CONTRACTORS FOR LOSSES ETC. SUFFERED BY CORPORATION:

- a. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation for any service under this contract or breach of any term thereof or their failure to carry out the work within time and for all damages or losses occurred to the corporation due to any act whether negligence or otherwise of the contractor himself / herself or his / her employees. The decision of the District Manager regarding such failure of the contractor and his / her liability for the losses, etc. suffered by Corporation shall be final and binding on the contractor.
- b. The District Manager shall be at liberty to reimburse himself of any damages, losses, charges, costs or expenses suffered or incurred by him due to contractor's negligence and un-workmanlike performance of service under the contract or breach of any term thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the contractor under this or any other contract with the District Manager as aforesaid, the balance of the total sum claimed and recoverable from the contractor as aforesaid shall be deducted from the security deposit furnished by the contractor as specified in Clause-7. If this sum is also found not to be sufficient to cover the full amount claimed by the District Manager, the contractor shall pay to the District Manager on demand, the remaining balance of the aforesaid sum claimed.
- c. All the partners/ all the directors shall be liable jointly and separately for payment of dues of the corporation for transport operations and shall be liable for the working of any partner/ any director/ any family member or their employees as the case may be. During the currency of this contract they shall not make any change in the constitution of the firm/ company/ proprietorship /partnership without prior approval of the Corporation in writing.

XI. SUMMARY TERMINATION:

- a. In the event of the contractor having been adjudged insolvent or going into liquidation or winding up his / her business or making arrangements with his / her creditors or failing to observe any of the term and condition governing the contract, the District Manager with the approval of the Collector shall be at liberty to terminate the contract

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~~forthwith without~~ prejudice to any other rights or remedies under the contract and to ~~get the work done~~ for the unexpired period of the contract at the risk and cost of the ~~contractor and~~ to claim from the contractor any resultant loss sustained or costs incurred.

- b. ~~The non-performing / defaulting contractor may be suspended / banned for trade relation/~~ black listed for a period up to 5 years based on the gravity of ~~non-performance/default~~ of the contractor, by the Collector whose decision in the matter shall be final and binding.
- c. Besides, a contractor, whose transport license is cancelled during the contract period, may be suspended/ banned for trade relation/ blacklisted for a period up to 5 years by the Collector whose decision in the matter shall be final and binding.
- d. The District Manager with the approval of the Collector shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith in the event of breach of any of the term and condition of the contract and to get the work done for the unexpired period of the contract, at the risk and cost of the contractor and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the service under the contract.
- e. The contractor shall be responsible to supply adequate trucks/carts/any other transport vehicle for transportation & carrying out any other service under the contract in accordance with the instructions issued by the District Manager or an officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of trucks etc. in due time, the District Manager shall, at his sole discretion without terminating the contract be at liberty to engage other trucks etc. at the risk and cost of the contractor, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the District Manager shall be final and binding on the contractor.
- f. If the contractor is found to be involved in any criminal case amounting to moral turpitude, vigilance case & is blacklisted by any State or Central Government, by State or Central Agency or Undertaking during contract period, the Agreement

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executed with the contractor as Level-I or Level-II Transport Contractor or Handling Contractor in any district shall be terminated forthwith without prejudice to other rights & remedies.

XII. ENGAGEMENT OF NEW TRANSPORT CONTRACTOR ON FAILURE OF OPERATIONS BY THE EXISTING TRANSPORT CONTRACTOR:

In case the approved Level-I Transport Contractor fails to provide transport services, the District Tender Committee shall negotiate in following manner to make alternative arrangements.

- a. The District Tender Committee shall negotiate with the 2nd lowest tenderer qualified in Technical Bid to operate at the lowest approved rate. In case 2nd lowest tenderer disagrees to operate at the lowest approved rate, similar exercise to be made with the 3rd lowest tenderer qualified in the Technical Bid and so on till all the Tenderers qualified in the Technical Bid are negotiated to select an alternative Transport Contractor.
- b. In case no Transport Contractor is selected on exercising the options as detailed above, selection shall be made from among all the Tenderers qualified in the Technical Bid by inviting rates through sealed cover. Then selection shall be made at a negotiated rate as would be decided by the Collector keeping in view the prevailing market rates in the district and in the financial interest of the Corporation at the risk and cost of the defaulting contractor. Transport Contractor selected on the procedures laid down above shall operate for the balance contract period of defaulting Transport Contractor.
- c. In case no Transport Contractor is selected on exercising the options detailed above, Collector can engage a Transport Contractor on negotiation from among the Transport Contractors operating under other Govt. schemes like SNP, MDM or similar schemes keeping in view the prevailing market rates in the district and in the financial interest of the Corporation at the risk and cost of the defaulting contractor.
- d. In case no Transport Contractor is selected from among the Transport Contractors operating under other Govt. schemes like SNP, MDM or similar schemes, Collector can engage any person capable of transportation of foodgrains as Level-I Transport Contractor on negotiation keeping in view the prevailing market rates in the district and in the financial interest of the Corporation at the risk and cost of the defaulting contractor. Such selection shall be for a period of one month or selection of new

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Transport Contractor through tender process, whichever is earlier. The rate negotiated shall not exceed the transport rate approved in the district for SNP, MDM or other similar schemes.

XIII. SET OFF:

Any sum of money due and payable to the contractor (including security deposit returnable) under this contract may be appropriated by the District Manager and set-off against any claim of the District Manager for the payment of any sum of money arising out of or under any other contract made by the contractor with the District Manager.

XIV. BOOK EXAMINATION:

The contractor shall, whenever required, produce or cause to be produced, for examination by the District Manager or any other officer authorized by him on his behalf, any cost or other accounts, book of accounts, vouchers, receipts, letters, memorandum or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner, as may be required relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract. The decision of District Manager on the question of relevancy of any documents information or return shall be final and binding on the contractor.

XV. VOLUME OF WORK:

- a. The District Manager does not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. Mere mention of any item of work in this contract & execution of agreement does not by itself confirm a right on the contractor to demand that the work relating to all or any item thereof at the concerned Food Storage Depot, FCI, Base RRC and RRC-cum-DSC should necessarily or exclusively be entrusted to him / her.
- b. The District Manager with the approval of the Collector shall also have the exclusive right to appoint one or more contractors at any time viz. at the time of award of the contract and / or during the tenure of contract for any or all the services and to divide the work as between such contractors in any manner that the District Manager may decide and no claim shall lie against the District Manager by reason of such division of work.
- c. During the period of agreement with the contractor, the District Manager reserves the right to deploy "Mobile Van" of the Corporation to make transport operations from

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FSD, FCI to any RRC-cum-DSC for transportation of Rice & Wheat stock. The arrangement made by the District Manager is final & binding on the contractor. The contractor will have no claim for any work on this arrangement.

XVI. REMUNERATION:

- a. The contractor shall be paid with the remuneration in respect of the services described in the tender and performed by them at the contract rate.
- b. The payment shall be made for the transport operation only for net quantity of foodgrains. No payment shall be made for the weight of the containers/bags/packaging material.
- c. The rate quoted by the tenderer for the transport operation shall include the cost of weighment of empty vehicle and loaded vehicle in a weighbridge located within a radius of 5 Km of RRC-cum-DSC. Weighment cost if paid by the Corporation, shall be realised from the dues payable to the contractor.
- d. The contractor shall be paid with additional charges for distance (to & fro) covered for weighment of stock in case weighbridge is not available within a radius of 5 Km of RRC-cum-DSC at following rate.
 - i) Weighbridge at a distance beyond 5 Km but within 10 Km -
Rs.200 per vehicle (6 wheelers)
Rs.300 per vehicle (10 wheelers or more)
 - ii) Weighbridge at a distance beyond 10 km but within 15 km-
Rs.400 per vehicle (6 wheelers)
Rs.600 per vehicle (10 wheelers or more).
- e. If the contractor is required to perform any service in addition to those specifically provided for in the contract, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed on mutual agreement.
- f. The contractor will have the right to represent in writing to the District Manager that a particular service which he / she is being called upon to perform is not covered by any of the service specifically provided for in the contract or as the case may be, is not auxiliary or incidental to such services, provided that such representation in writing is made maximum within 30 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.
- g. The question whether a particular service is or is not covered by any of the service specifically described and provided for in the contract, or is not auxiliary or incidental

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to any of such service, shall be decided by the District Manager, whose decision shall be final and binding on the contractor.

h. The contractor shall have no claim on detention of vehicle both at despatching and receiving point for any reason.

i. **Recovery of shortage/ damage/ diversion of foodgrains:**

No transit shortage shall be allowed to the contractor during transportation. In case of any shortage of stock / damage of stock/ diversion of stock, in quantity and quality, during transit shall be recovered from the dues of the contractor. The value shall be recovered at the following rate.

a. Rice – At one time economic cost of rice fixed by Govt. of India,

b. Wheat – At ten times of purchase price of wheat from FCI.

XVII. SUBMISSION OF BILLS AND PAYMENT:

- a. Payment will be made by the District Manager on submission of bills, in duplicate as per the format and procedure prescribed.
- b. The contractor will submit bills on monthly basis by the 15th of succeeding month and not later than end of the succeeding month, failing which penalty shall be imposed at such rate and in such manner as will be decided by the Corporation.
- c. The payment shall normally be made by the District Manager within 30 days of submission of complete set of bills in the format and procedure prescribed.
- d. Payment shall be made on realizing the cost of shortage at the rate as specified at Clause-XVI (i).
- e. The payment shall be made through PFMS system for which the following details shall be provided by the contractor immediately after commencing of the contract:
 - (1) Bank Account No.
 - (2) Name of the Bank & Branch.
 - (3) Bank RTGS code (IFSC Code).
 - (4) PAN No.
- f. Income Tax (TDS) & taxes under any other Act shall be recovered from the bills of the contractor at the applicable rate.

XVIII. FORCE MAJEURE:

The contractor will not be responsible for delays which may arise on account of reasons beyond his control of which the Collector shall be the final judge. Strikes by contractor's workers on account of any dispute between the contractor and their workers as to wages or to otherwise shall not be deemed to be a reason beyond the

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contractor's control and the contractor shall be responsible for any loss or damage which the Corporation may suffer on this account.

XIX. LAWS GOVERNING THE CONTRACT:

The contract shall be governed by the laws of India and Odisha for the time being in force.

XX. SERVICES TO BE RENDERED BY THE CONTRACTOR:

- a. Transportation of foodgrains from Food Storage Depot, FCI to RRC-cum-DSC.
- b. The contractor shall transport by trucks, to be arranged for such quantity of foodgrains as may be required from day to day by the District Manager or an Officer acting on his behalf, from FSD, FCI to RRC-cum-DSC.
- c. The contractor shall take care not to mix bags of different kinds of foodgrains, bags containing different qualities of the same foodgrains and bags containing wet/damaged foodgrains sweepings, etc. with bags of sound grains.
- d. New FSD, FCI / RRC may come into operation in addition to or in place of the list of FSD, FCI / RRC as indicated at "APPENDIX-I", as per the requirement and availability of suitable godowns and the Level-I Transport Contractor shall transport the stock at the approved percentage of rate.

XXI. DUTIES AND RESPONSIBILITIES OF THE TRANSPORT CONTRACTOR:

- a. The Transport Contractor is required to keep continuous & close liaison with the Lifting Officer, In-charge of the RRC-cum-DSC, Handling Contractor, District Manager and other officials of OSCSC in respect of programme of transportation of stock.
- b. The Transport Contractor shall take complete care of the stocks from Food Storage Depot, FCI till it is delivery at RRC-cum-DSC.
- c. The Transport Contractor shall always be bound to act with reasonable diligence and in a business-like manner and to use such skill as expected of person of ordinary prudence in the conduct of his / her activities.
- d. The Transport Contractor shall engage competent and adequate staff to the satisfaction of Corporation for ensuring efficient transport operation in time. He / She shall furnish true, correct and up to date position/information/progress of work statement and accounts.
- e. The Transport Contractor shall be responsible for the good conduct of his / her employees and shall compensate the Corporation for losses arising from neglect,

(Signature of the  Lifting Officer)
District Manager

OSCSC Limited, K...

(Signature of the tenderer)

carelessness, want of skill or misconduct of himself / herself, his / her servants or agents or representatives.

- f. **The District Manager/ Lifting Officer/ In-charge of the RRC-cum-DSC or any official acting on their behalf**, shall have the right to ask for the removal of any employee of the contractor, who in his opinion, is hampering the smooth execution of the work and his / her decision regarding losses caused by neglect and misconduct etc; of the contractor, his / her servants or agents or representatives. Such decision shall be final and binding on the contractor.
- g. **The Transport Contractor shall intimate the Lifting Officer/ In-charge of the RRC-cum-DSC, District Manager or other Officers authorized to act on his / her behalf, the name of one or more responsible representative(s) authorized to act on his / her behalf in day to day working of the contract.** Such authorised person shall be authorized by the contractor through a **"Power of Attorney"** in a stamp paper worth Rs.50/- duly registered before competent authority. The contractor shall be liable for all the activities of authorized person. It shall be the duty of those representative(s) to call at the office of the Godown Manager / In-charge of RRC-cum-DSC/ Lifting Officer or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about transport operation and to report the progress of transport work etc.
- h. **The Transport Contractor shall issue Identity Card with photograph to all his employees including driver & helper, manager, clerk etc.**
- i. **The Transport Contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the foodgrains during transportation. The contractor shall be liable for any loss which the Corporation may suffer from any loss in quantity and quality of stock transported by him / her. The decision of the District Manager on such loss shall be final and binding on the contractor.**
- j. **The Transport Contractor shall have adequate vehicle arrangements for transport operation within the stipulated period as communicated by the District Manager. The contractor shall accordingly assess the requirement of vehicles for completion of the work within the stipulated period.**
- k. **The Transport Contractor has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicle cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.**

(Signature of the Issuing Officer)
District Manager

OSCSC Limited, Kandhamar

(Signature of the tenderer)

- l. **The Transport Contractor** shall provide sufficient number of tarpaulins for each truck to cover the foodgrains during transportation to protect those from rains and other natural calamities. He / She shall be responsible for any loss or damage that may arise due to his / her failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the District Manager in this matter shall be final and binding on the contractor.
- m. **The Transport Contractor** shall strictly abide by all rules and regulations of Transport Department, Police, Municipal Authorities and other local bodies. The contractor shall not load more than permissible quantity of foodgrains in each truck before transportation as provided under M.V. Act. If the contractor shall load the stock beyond permissible limit provided under the statute, he / she shall be responsible for such violation of statute & any consequential penalty thereof. The Corporation shall not be liable for such act of contractor.
- n. **The Transport Contractor** shall be responsible for keeping a complete and accurate account of transport operation of foodgrains undertaken by him / her and shall render accounts and furnish returns and statements in such a manner as may be prescribed by the District Manager or the Officer acting on his behalf.
- o. **The Transport Contractor** shall obtain transit insurance coverage of the foodgrains stocks at economic cost & purchase price of rice & wheat respectively in the name of OSCSC Ltd. covering all type of risks from the point of loading to trucks, transporting to specified RRC-cum-DSC & till the stock is delivered at the RRC-cum-DSC. No shortage of foodgrains will be admissible during transit that may happen due to theft/fire/accident/riot/ flood or any other natural and unforeseen happenings.
- p. **The Transport Contractor** shall be responsible for the safety of the foodgrains while transporting through trucks. he / she shall also exercise adequate care and take precautions to ensure that the foodgrains is not damaged while in transit in his / her trucks to specified RRC-cum-DSC. He / She shall deliver the equal quantity and quality of foodgrains at RRC-cum-DSC as received by them at Food Storage Depot, FCI before transportation. He/she shall be liable to make good the value of any shortage, wastage, losses or damage to the foodgrains in transit both for quantity & quality at the rate intimated at Clause- XVI (i).
- q. **The Transport Contractor** shall be responsible for performing all or any of the service detailed in and arising out of this contract also at night without any additional

(Signature of the Issuing Officer)
District Manager

OSCSC Limited, Kanpur

(Signature of the tenderer)

remuneration, whenever required by the District Manager or an Officer acting on his/her behalf.

- r. **The Transport Contractor** shall, whenever required, supply petromax lamps for carrying out work during night.
- s. **The Transport Contractor** shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and un-workman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damage to foodgrains and for all damages or losses occurred to the Corporation or in particular to any property or plank belonging to the Corporation due to any act whether negligence or otherwise of the contractor himself / herself or his / her employees. The decision of the District Manager regarding such failure of the contractor and his / her liability for the losses etc. suffered by Corporation shall be final and binding on the Transport Contractor.
- t. **The Transport Contractor** shall paint the vehicles in specified colour and write information or display prominently on their trucks in the "FLEX BANNER" of specified size, as prescribed by the District Manager. No extra remuneration, whatsoever will be payable for painting, writing and displaying such banners. The District Manager or an officer acting on his/her behalf shall have the right to disallow loading of any vehicle if the Transport Contractor does not paint, write or display prominently the aforesaid banners.
- u. **The Transport Contractor** shall install "GPS TRACKING SYSTEM" in the vehicles used for transportation of foodgrains, whenever directed by the District Manager. The GPS devices shall be as per the specification of the Corporation & the cost of the same shall be borne by the contractor. If GPS device will develop any defect, no loading in that vehicle will be entertained and the contractor has to get it repaired or replace with a new one within 24 hours of development of any defect.
- v. **The Transport Contractor** shall provide the information on day-to-day transport operation in the website in software developed by the Corporation. The contractor shall have computer, internet connectivity and trained computer personnel at his / her disposal for transmission of computerized data on day to day basis.
- w. **The cost of installation** of "GPS Tracking System" and reporting in website is deemed to be included in the rate quoted by the tenderer.

(Signature of the District Manager)
District Manager

OSCSC Limited, K

(Signature of the tenderer)

- x. **The Transport** Contractor shall guarantee the transportation of assigned quantity **within the stipulated** time, failing which the entire Security Deposit or part of it may **be forfeited at** the discretion of the District Manager.
- y. **If required so,** the Transport Contractor shall submit the stamped receipts of different **check gates** located en-route in proof of transportation of foodgrains for release of his bills.
- z. **The contractor** has to obtain a license from Licensing Authority as per the Odisha **Public Distribution** System (Control) Order, 2016 immediately after execution of agreement.

XXII. DISPUTE RESOLUTION & JURISDICTION OF THE COURT:

- a. **In the event of** any dispute covering or arises out of this contract/agreement the **jurisdiction of the** court shall be at concerned revenue district & it is hereby expressly **agreed that neither** party shall bring any case/suit in regard to the matters covered **by this agreement** at any place outside concerned revenue district.
- b. It is **expressly** agreed & declared by & between the parties hereto that all amount **due to the Corporation** under this contract, if not paid in time, shall be recovered **under Odisha Public Demand Recovery Act-1962** (Odisha Act-1 of 1963) or through **the competent** civil court & shall bear interest @ 18% per annum from the date when **such payment** falls due up to the date of final recovery. Besides criminal action shall **also be taken** against the defaulting contractor in appropriate court of law by **following the provisions** of Law in force.

(Signature of the Issuing Officer)
District Manager
 OSCSC Limited, Kandhamal

(Signature of the tenderer)

GENERAL INFORMATION**List of Food Storage Depot / FCI & Rice Receiving Centre-cum-Departmental Storage Centre****District- KANDHAMAL**

* Name and location of Food Storage Depot , FCI	* Name and location of RRC-Cum-DSC	Quantity lifted for the RRC-Cum-DSC as at Column-2 [In Qtls] [Financial Year 2018-19]		Distance of RRC-Cum-DSC from FSD FCI [in KM]
		RICE	WHEAT	
1	2	3	4	5
FSD FCI PHULBANI	RRC-CUM-DSC PEG K NUAGAM	-	3797.45	66
	RRC-CUM-DSC FSD PHULBANI	-	2693.09	0
	RRC-CUM-DSC OSWC PHULBANI	-	1117.38	1

(Attach Separate sheet if required)

N.B.

- * **District** Manager shall indicate the name and location of the Food Storage Depot, FCI.
- * **All the** Food storage Depot, FCI from where rice and wheat were lifted during **2018-19** have to be indicated.
- * **The** particular given above are intended merely to the Tenderer and idea of **approximate** quantity quantum of work to facilitate and to meet the own **assessment** for giving quotation in accordance with the contract. It should be **clearly** understood that no guarantee is given that all the items of work as **shown** in the Annexure to tender shall be required to be performed.

(Signature of the Issuing Officer)

District Manager

OSCSC Limited, Kandhamal

CHECKLIST**DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID**

1	Cost of Tender Paper & Earnest Money Deposit (EMD)	
2	Invitation to Tender & Instruction to Tenderers, Tender Submission Undertaking – Annexure-1	
3	Capability Certificate from the Bank (In the model format as at Annexure-2)	
4	Certificate of experience on transportation of food grains (In the model format as at Annexure-3) Or Undertaking in lieu of the experience certificate	
5*	Affidavit mentioning that s/he / firm / company is neither blacklisted nor any criminal or vigilance case is pending against the Tenderer (In the model format as at Annexure-4)	
6*	Affidavit declaring non-involvement in commercial interest of family members or partners along with their family members or directors along with their family members (In the model format as at Annexure-5)	
7	Declaration on appointment as Level-II Transport Contractor with separate 02 vehicles [Annexure- 6]	
8	Certified copy of Partnership Deed/ Articles of Association/ Memorandum of Association/ Bye-laws/ Certificate of Registration, as applicable	
9	Registered Power of Attorney in submitting the tender paper on behalf of the Partnership Firm/ Company	
10	Statement of Bank account for the last 03 months	
11	Copy of the Income Tax Return for the assessment year 2018-19 (Financial year 2017-18) and	
12	Copy of PAN Card	
13	Copy of the Registration Certificate issued by the State Transport Authority or Regional Transport Authority under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011"	
14	List of two owned transport vehicles with attested copies of R.C. Books & Fitness Certificate	
15*	Affidavit on use of vehicle of Partner or Director	

***N. B:**

All documents mentioned above except at Sl. No.5, 6 & 15 are to be self-attested by the tenderer.
Sl. No. 5, 6 & 15 shall be submitted in original.

Place:

Signature of tenderer/ authorized person

Date:

Name:

Seal:

(Signature of the Tendering Officer)

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(Signature of the tenderer)

(Reference Clause VI (d) (i) of the terms and conditions governing the contract)

I. WAGE BOOK AND WAGE SLIPS ETC:

- i) **The contractor** shall maintain a Wage Book of each worker in such form as may be convenient, at the place of work, but the same shall include the following particulars:
- a) **Name of** the Worker;
 - b) **Rate of** Daily or Monthly wages.
 - c) **Nature of** work on which employed.
 - d) **Total num**ber of days worked during each wage period.
 - e) **Dates an** d periods for which worked overtime.
 - f) **Gross wa**ges payable for the work during each wage period.
 - g) **AH dedu**ctions made from the wages with an indication in each case, of the ground for which the deduction is made.
 - h) **Wages a**ctually paid, for each wage period.
 - i) **Signatur**e or thumb impression of the worker.
- ii) **The Contractor** shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- iii) **The Contractor** shall issue an Employment Card in the prescribed Form at Appendix III (a) to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be so endorsed by the contractor and returned to the worker.

II REGISTER OF UNPAID WAGES:

The contractor shall maintain a Register of unpaid wages in such form, as may be convenient, at the place of work but the same shall include the following particulars: -

- a) **Full partic**ulars of the work whose wages have not been paid.
- b) **Reference** number of the Muster Roll with wage Register.
- c) **Rate of** wages.
- d) **Wage per**iod.
- e) **Total am**ount not paid.
- f) **Reasons** for not making payment
- g) **How the** amount of unpaid wages was utilized.
- h) **Acquisit**ance with dates.

(Signature of the Issuing Officer)

District Manager

OSCSC Limited, Kandhamal

(Signature of the tenderer)

III FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:

The wages of a worker shall be paid to him without any deductions of any kind except the following: -

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his/ her employment, s/he is required to work. The amount of deduction shall be in proportion to the period for which s/he was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which s/he is required to account, where such damage or loss is directly attributable to his/her neglect or default.
- d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- e) Any other deduction which the Central Govt. may from time to time allow.

IV REGISTERS OF FINES ETC:

- i) The contractor shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss in form No. 1 and 2 as per Appendix -III(b) and III(c) respectively which should be kept at the place work.
- ii) The contractor shall maintain both in English and the local Language, a list approved by the Chief Regional Labour Commissioner (Central) clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

V PRESERVATION OF REGISTERS:

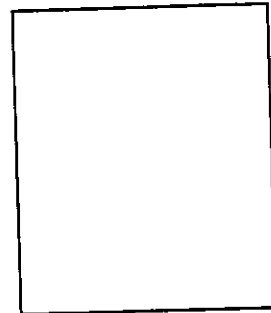
The wage book, wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them shall be made available for inspection by the Labour Enforcement Officer or any other Officer authorized by the Ministry of Labour in this behalf.

(Signature of the Issuing Officer)
District Manager

OSCSC Limited, Kandhamar

(Signature of the tenderer)

TEMPORARY WORKER'S EMPLOYMENT CARD



1. **Name of the Worker** _____
2. **Father's / Husband's Name** _____
3. **Date of Birth** _____
4. i) **Address (Local)** _____
ii) **Permanent** _____
5. **Name & Address of OSCSC Contractor** _____
6. **Valid***
(* Period of the Contractor) Form _____ to _____

Signature of the Contractor /

Authorized Representative

(Signature of the Issuing Officer)
District Manager

OSCSC Limited, Kandhamar

Back Side of the Card

Countersigned by

General Manager (PDS), OSCSC Ltd.,

Valid from _____ to _____

(Ref. No. _____)

General Manager (PDS)

OSCSC Ltd., Bhubaneswar

Place :

Date :


(Signature of the Issuing Officer)
District Manager
OSCSC Limited, Kandha

(Signature of the tenderer)

TENDER SUBMISSION UNDERTAKING

**FOR APPOINTMENT OF LEVEL-I TRANSPORT CONTRACTORS FOR TRANSPORTATION OF
FOODGRAINS FROM FOOD STORAGE DEPOT, FCI TO RICE RECEIVING CENTRE-CUM-
DEPARTMENTAL STORAGE CENTRE (RRC-CUM-DSC).**

1. Name of the tenderer:

2. Details of Earnest Money Deposit: BD/ Bankers Cheque
No. _____ date _____ of Rs. _____
_____/- of _____ Bank payable at
_____.

3. Name of Proprietor/ Partner/ Director:

_____ (Names of all Directors/ Partners shall be mentioned)
4. Full Address of Registered Office (with Pin Code) &
Police Station _____ Telephone
No. _____

Mobile No: _____

FAX No.: _____

E-Mail Address: _____

5. Full address of Operating/ Branch Office (with Pin Code):

_____ & Police Station _____

Telephone No: _____

Mobile No: _____

FAX No: _____

E-Mail Address: _____

6. Name, Telephone no./ Mobile No./ Email address of Authorized officer/person to
Coordinate with the office of the District Manager:

(Signature of the Issuing Officer)
District Manager

OBCSC Limited, Kandham

(Signature of the tenderer)

7. **Banker of the Tenderer:** (Attach certified copy of statement of A/c for the last three months) _____

8. **Address & Telephone Number of Banker:** _____

9. **Details of Transport Vehicles in the name of the Tenderer.**

Registration number of vehicles	Fitness Certificate Number, if any	Type of Heavy vehicle

10. **PAN No. & year** of filing the latest return: _____

11. **Registration No.** In the case of Company: _____

12. **Additional Information**, if any _____

(Attach separate sheet, if required)

To:

The Chairman, District Tender Committee,
Odisha State Civil Supplies Corporation Ltd.

Sir,

I/We submit the sealed tender for appointment as Level-I Transport Contractor for transportation of foodgrains from FSD, FCI.

2. I/We have thoroughly examined and understood instructions to tenderers, terms and conditions governing contract given in the notice inviting tender, invitation to tender titled as General Information, Instructions to Tenderers and those contained in general conditions of contract and its appendixes, and schedules and agree to abide by them.

3. I/We would like to commit that in case of any difference/ variation in the rates quoted, between figures and in words, only the lower of the two rates quoted either in figures

(Signature of the Issuing Officer)
District Manager

OSCSC Limited, Kandhamal

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(Signature of the tenderer)

or in words shall be construed as correct and valid. If any correction/ overwriting has not been authenticated by me by my full signatures, my tender be declared null and void.

4. I/We agree to keep the offer open for acceptance up to a period so decided by the District Manager. I/We shall be bound by communication of acceptance of the offer dispatched within the time and I/We also agree that, if the date up to which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.
5. In the event of my/ our tender being accepted, I/We agree to furnish a security deposit as per terms of the tender.
6. I/We do hereby declare that the entries made in the tender and annexures/ schedules attached therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri _____ whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/us instead to carry on the business of the concerned, whether any intimation of such change is given to the District Manager, OSCSC Ltd. or not.
7. I hereby declare that no contract entered into by me, my Firm/Company with the Corporation or State/Central Government PSU, State/ Central Government Agencies or State Government/Central Government, has been terminated before the expiry of the contract period at any point of time during the last five years.
8. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any contract entered into by me/my firm/company/us with Corporation or State/Central Government PSU State/ Central Government Agencies or State Government/Central Government during last 5 years.
9. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.
10. Required documents as per **Appendix-II (Checklist)** are enclosed with this tender duly filled and signed.

I/we certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, Corporation shall have the right to disqualify me/us without giving any notice or reason with forfeiture of EMD or summarily

(Signature of the Issuing Officer)

District Manager

OSCSC Limited, Kandhamar

(Signature of the tenderer)

terminate the contract with forfeiture of Security Deposit, as the case may be, without prejudice to any other rights that the Corporation may have under the Contract and Law.

Yours faithfully,

Signature of tenderer
Capacity in which signing

Signature of constituted attorney

Name :
Address :
Date :

Name, date of birth :
And address of attorney :

Signature of witness with date :

Name and address of witness :

(Signature of the Managing Officer)
District Manager

OSCSC Limited, Kandhamal

(Signature of the tenderer)

Annexure-2

Capability Certificate

Bank:
Branch:

Phone No.

E Mail

Letter No.

Date

To

District Manager,

Odisha State Civil Supplies Corporation Ltd.

This is to certify that to the best of our knowledge and information, Mr./Mrs.....residing at (Full address), a customer of our bank, in our opinion and based on the records produced, can be considered good/worth up to a sum of Rs (Rupees Lakhs only) and has financial ability to meet the expenses up to the amount indicated above.

It is clarified that this information is furnished without any responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer for furnishing the same to you.

Branch Manager/Authorised Signatory
(Seal & Signature)

(The above Certificate to be issued in Letter Head of the concerned Bank)

(Signature of the Issuing Officer)

District Manager

OSCS Limited, Kandhamal

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(Signature of the tenderer)

Annexure-3

Experience Certificate

This is to certify that as per information available on record, M/s_____ of _____ (full address), is a transport contractor of this organization for transportation / handling & transportation of food grains by road for the period & work value as indicated below.

Sl. No.	Nature of work	Place of work	Product transported / handled & transported	Agreement/ Contract/ Work Order No. & Dt.	Total period of contract (fromto)	Financial Year	Volume of work handled (In MT)	Value of work executed (In Rs.)	Performance of the contractor	Remarks

Office Seal

Seal & Signature of Authorised Officer

***Note: -**

- Total transportation/ handling & transportation charges whether paid or payable is to be mentioned.
- Strike out whichever is not applicable.

(The above Certificate to be issued in Letter Head of the concerned organization)

(Signature of the Issuing Officer)
District Manager

OSCSC Limited, Kandhamal

(Signature of the tenderer)

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

I, Sri/ Smt. _____ aged about _____ S/o./
D/o./ W/o. _____ Proprietor/ Partner/
Director of M/s. _____ At: _____
Po: _____, P.S: _____, Dist: _____

do hereby solemnly affirm and state as follows:

- 1) That pursuant to the Tender Call Notice dt. _____ of OSCSC Ltd. for appointment of Level-I Transport Contractor for transportation of foodgrains, I/my firm/company am/is an intended bidder to participate in the said tender process.
- 2) That as per terms & conditions of the tender documents, I am to declare that, I/my firm/company have not been blacklisted by any Central/State Govt. Organisation or by any Public Sector undertakings of the State/Central Govt.
- 3) That neither any criminal case nor any vigilance case is pending against me/my firm/company before any forum.
- 4) That this affidavit is required to be produced with tender paper before the District Manager, OSCSC Ltd. _____ District.
- 5) That the facts stated above are true to the best of my knowledge and belief.

Identified by me

Deponents

Advocate

The above deponent being present before me & duly identified by Sri _____ Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent

***Strike out whichever is not applicable.**

Executive Magistrate/
Notary Public _____

(Signature of the Issuing Officer)
District Manager

OSCSC Limited, Kandhamal

(Signature of the tenderer)

Annexure-5

(DECLARATION OF FAMILY MEMBERS/ PARTNERS/ DIRECTORS)

Before the Executive Magistrate/ Notary Public Sri

AFFIDAVIT

I Sri _____, Aged about _____, Son/ Daughter/ Wife of Sri _____, Proprietor/ Partner/ Director of _____, do hereby solemnly affirm and declare as follows.

I am aware of the fact that the term 'Family' shall mean husband / wife, un-married sons / daughters, married son leaving in the same mess (including adopted children) and dependant parents. No person shall be appointed as Level-I Transport Contractor under this tender process, if s/he or any of her/ his family members has a commercial interest in a business relating to State Level and/or Level-II Transport Operation under Departmental Storage Operation of OSCSC Ltd. and/or custom milling of rice for OSCSC Ltd. under DCP scheme of Govt. of India for the district for which I intend to apply under this tender.

I am also aware that commercial interest shall include a business, partnership or company for the operation as State Level and/or Level-II Transport Contractor under Departmental Storage Operation of OSCSC Ltd. and/or Custom Miller for OSCSC Ltd. under DCP scheme of Govt. of India for the district for which I intend to apply under this tender.

I declare that I / any my family member/ Partner(s) along with his/her/their family members/ Director(s) along with his/her/their family members have no commercial interest with any State Level and/or Level-II Transport Contractor under Departmental Storage Operation of OSCSC Ltd. and/or Custom Miller for OSCSC Ltd. under DCP scheme of Govt. of India of the district for which I intend to apply this tender.

If the above declaration is found false / not true during the scrutiny of tender or the currency of the contract, I shall be liable for punishment for such breach of the contract and my agreement shall also be liable for termination. Apart from above, my EMD / Security Deposit may also be forfeited.

(Signature of the Issuing Officer)

District Manager

OSCSC Limited, Kandhamal

(Signature of the tenderer)

Identified by me

Deponents

Advocate

The above deponent being present before me & duly identified by Sri _____, Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent

Executive Magistrate/Public Notary

(The above Affidavit shall be made in a Non-Judicial Stamp Paper worth Rs.10/-)

(Signature of the Issuing Officer)
District Manager
OSCSC Limited, Kandhamal

(Signature of the tenderer)

Annexure-6**DECLARATION****(ON APPOINTMENT AS LEVEL-II TRANSPORT CONTRACTOR WITH SEPARATE 02 VEHICLES)**

I Sri _____, Aged about _____, Son/ Daughter/ Wife of Sri _____, Proprietor/ Director/ Partner of _____, do hereby declare that I have applied/ been appointed as the Level-II Transport Contractor in the following Units & applied/ intend to apply for Level-I Transport Contractor in following districts. I have mentioned the registration number of 02 (two) vehicles against each Unit/ District as indicated below.

I am aware of the fact that a person\ firm\ company shall not be appointed in the same district where one is appointed as Level-II Transport Contractor.

Level-II operation			
SL. No.	Name & Location of the Unit	District	Registration No. of vehicle
			1. 2.
			1. 2.
			1. 2.
Level-I operation			
Sl. No.	District name	Registration No. of vehicle	
		1. 2.	
		1. 2.	
		1. 2.	
		1. 2.	

N.B. Attach separate sheet, if required.

(Signature of the Issuing Officer)
District Manager

OSCC Limited, Kanhangad

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(Signature of the tenderer)

I am aware of the fact that separate tender paper to be submitted for each District for Level-I operation, which requires of 02 (two) separate vehicles for each tender, excluding the vehicles already considered for appointment as Level-II Transport Contractor in any district.

I do hereby declare that I have not applied/ intend to apply for any other district as Level-I Transport Contractor & applied/ been appointed for any other Units as Level-II Transport Contractor besides the Districts & Unit/Units declared above.

If the above declaration is found false / not true during the scrutiny of tender or the currency of the contract, I shall be liable for punishment for such breach of the contract and my agreement shall also be liable for termination. Apart from above, my EMD / Security Deposit may also be forfeited.

Place:

Signature of the tenderer

Date:

Name of the tenderer:

(Signature of the Issuing Officer)
District Manager

OSCS Limited, Kandhamal

(Signature of the tenderer)