



ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

C/2, NAYAPALLI, BHUBANESWAR

TENDER No. 14627/OSCSC/GUNNY/56/2018-19 /Date 04.10.2019

E-TENDER DOCUMENTS

APPOINTMENT OF TRANSPORT CONTRACTORS FOR ROAD TRANSPORTATION OF NEW GUNNY BALES FROM DIFFERENT JUTE MILLS LOCATED IN ANDHRA PRADESH, WEST BENGAL, CHHATISHGARH & ODISHA TO CUSTOM MILLERS PREMISES/PRIVATE HIRED GODOWNS/OSCSC LTD. OWN GODOWNS/HIRED GODOWNS OF CWC & OSWC ETC. LOCATED IN DIFFERENT DISTRICTS IN THE STATE OF ODISHA THROUGH E-TENDER.

Issued by:

**Managing Director
Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.)
C/2, Nayapalli, Bhubaneswar - 751012**



NOTICE INVITING TENDER

Office of Managing Director
Odisha State Civil Supplies Corporation Ltd. (OSCSC)
C/2 Nayapalli, Bhubaneswar – 751012
Phone: 91674-2392264

TENDER No. 14627/OSCSC/GUNNY/56/2018-19 /Dated: 04.10.2019

Cost of Tender Document :- Rs.11,800/- Inclusive of GST.

Online Tenders are invited from eligible tenderers for selection and appointment of transport contractors for road transportation of new gunny bales (one bale contains 500 bags) from different jute mills located in Andhra Pradesh, West Bengal, Chhatisgarh & Odisha to custom millers premises/private hired godowns / OSCSC Ltd. own godowns/ hired godowns of CWC & OSWC etc. located in different districts in the State of Odisha.

1	Availability of tender documents	From Date 05.10.2019 Downloadable from website: www.oscsc.in , www.foododisha.in www.odisha.gov.in & www.tendersodisha.gov.in
2	Last date and time for online submission of completed Tender Documents with enclosures	Through e-Procurement Portal: www.tendersodisha.gov.in Upto 12.30P.M. of dt.29.10.2019
3	Date, time and venue for opening of Technical Bid by the Tender Committee	On dt.29.10.2019 at 3.30 P.M., OSCSC Conference Hall
4	Date, time and venue of submission of original documents in support of scanned copies uploaded in the portal for verification	On dt.29.10.2019 at 4.30 P.M, OSCSC Conference Hall
5	Date & time of Financial Bid opening by the Tender Committee (Only of Technically Qualified Tenderers)	To be announced after technical bid evaluation.
6	Venue of the opening of Technical & Financial Bids	Conference Hall, Odisha State Civil Supplies Corporation Ltd., C/2, Nayapalli, Bhubaneswar 751012
7	Help Desk telephone no	(i) <u>OSCSC Ltd. :-</u> General Manager(Admn) :- 0674-2393038 Manager (Marketing) :- 9438878301 (ii) <u>State Procurement Cell:-0674-2530998 / 18003456765</u>

- N.B:**
1. If the office happens to be closed on the date of opening of tenders, tenders will be opened on the next working day in the same time.
 2. Managing Director, OSCSC reserves the right to cancel any/ all of the tenders at any time without assigning any reason thereof.
 3. Further details can be obtained in the website www.tendersodisha.gov.in.
 4. The bidder must deposit Tender Document Fee and EMD at the time of submission of tender through online payment gate way service.
 5. Any amendment/ cancellation/ re-tender/ corrigendum please refer to the website www.tendersodisha.gov.in.

Sd/
Managing Director
OSCSC Ltd., Bhubaneswar



1. Introduction-

1.1 About OSCSC :

Odisha State Civil Supplies Corporation Ltd. (OSCSC) is a fully owned State Government Corporation registered under Companies Act 1956. It intends to select and appoint transport contractors for road transportation of new gunnies in bales from different jute mills located in different States to custom millers premises/private hired godowns/oscsc's own godowns/hired godowns of CWC & OSWC etc. located in different districts in the State of Odisha.

1.2 Objective of the Tender:

Odisha State Civil Supplies Corporation Ltd. (OSCSC) intends to appoint transport contractors for transportation of new gunny bags contained in bales (500 bags per bale) by road from different Jute Mills located in the States of Andhra Pradesh, Chhatisgarh, West Bengal & Odisha as assigned by Jute Commissioner/ Managing Director/ OSD(FM & CA) /District Managers of OSCSC Ltd./ or any other officer authorised by Managing Director, to the premises of Custom Millers/ Private hired godowns/OSCSC's Own Godowns/ Hired Godowns of CWC & OSWC etc. located in different districts in the State of Odisha as indicated in Para-2. The volume of gunny bales to be transported at one time shall vary as per need from time to time & as per Production-cum-Supply orders issued by Jute Commissioner on the jute mills of concerned States from where the tenderer intends to make transportation and OSCSC does not guarantee any quantity for such transportation.

1.3 Fact Sheet:

This **Fact Sheet** comprising important factual data of the tender is as below for quick reference of the interested tenderers.

Particulars	Description in Short
Scope of the Tender	Transport contractors will be appointed for road transportation of assigned quantity of new gunny bags contained in bales (500 bags per bale) by road from different Jute Mills located in the States of Andhra Pradesh, Chhatisgarh, West Bengal & Odisha to the premises of Custom Millers/ Private hired godowns/OSCSC Ltd. Own Godowns/ Hired Godowns of CWC & OSWC etc. located in different districts in the State of Odisha as enumerated in table under Para 2.
Eligibility of the Tenderers	The tenderer being a company registered under Companies Act in India or a partnership firm or a proprietorship firm registered under relevant acts in India may apply for this tender, provided it fulfils necessary eligibility criteria as prescribed under different paragraphs of these tender documents.



Particulars	Description in Short
<p>Method of Selection</p>	<p>Least Cost Based Systems (LCBS) shall be used to select the transport contractor. Two bids system will be followed namely Technical Bid & Financial Bid. The tenderer needs to qualify in the Technical Bid for consideration of his financial Bid opening.</p>
<p>Tender Document fees</p>	<p>Tender documents can be downloaded from the website. The tenderers are required to deposit tender document fee of Rs.11,800/- (Rupees Eleven Thousand Eight hundred only) only through RTGS/NEFT/ any other online mode of fund transfer in favour of Managing Director , OSCSC Ltd., Cash Credit A/c no. 380805010000197, IFSC code :- UBIN0538086, Union Bank of India, Main Branch, Bhubaneswar, Accounts Holder :- Odisha State Civil Supplies Corporation Ltd.</p>
<p>Earnest Money Deposit (EMD)</p>	<p>Earnest money Deposit as prescribed in the Para-3.2 shall be in shape of payment through RTGS/NEFT/ any other online mode of fund transfer in favour of Managing Director , OSCSC Ltd., Cash Credit A/c no. 380805010000197, IFSC code :- UBIN0538086, Union Bank of India, Main Branch, Bhubaneswar, Accounts Holder :- Odisha State Civil Supplies Corporation Ltd.</p>
<p>Period of Contract</p>	<p>The contract shall remain in force for a period of two years from the date of execution. However, the Managing Director, at his sole discretion , reserves the right :-</p> <ul style="list-style-type: none"> i. to extend the period of contract for any further period beyond the original contract period up to six months on the same rates, terms and conditions. ii. to terminate the contract at any time during its currency without assigning any reasons thereof and the contractor shall not be entitled to any compensation by reason of such premature termination. <p style="text-align: center;">In such an event the transport contractor shall render complete account of gunnies Bales and any other information / documents in his custody and also arrange to complete that particular assignment as per the direction of the Managing Director, OSCSC Ltd., or any official on his behalf.</p> <ul style="list-style-type: none"> iii. to award similar works on the basis of said contract on



Particulars	Description in Short
	mutual agreement with other contractor.
Language of the Tender	The tender should be prepared by the tenderer in English language only.
Currency of the Tender	The tenderer should quote price in Indian Currency only. The offered price must include all the services to be performed at dispatching point, during transportation and at receiving point as indicated in various paras in these tender documents and all taxes, (excluding GST) insurance charges etc.
Validity Period	Tenders are to remain open for acceptance for 45 days inclusive of date of opening of tender. Note :- The Managing Director, OSCSC Ltd., Bhubaneswar may at his discretion extend this day by 15 (fifteen) days and such extension shall be binding on the tenderers.
Tender Submission:	To be submitted online using e-procurement portal < www.tendersodisha.gov.in >
Consortium/Sub-Contract	Consortium or sub-contract is strictly prohibited.
Addressee of the Tender Inviting Authority	Managing Director, Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.,) Head Office, C/2 Nayapalli, Bhubaneswar - 751012

2. Scope of work-

- (i) Source States of despatch of stock and different destination districts grouped into zones in which stocks shall be unloaded at various locations as cited in paragraph supra are as below:-

Sl. No.	Location of Jute mills (State /Place)	Zone	Custom millers premises/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC located in following districts
1	Andhra Pradesh/Vizianagaram, Vishakhapatanam, and nearby areas.	A	Rayagada, Koraput, Gajapati, Nabarangpur, Ganjam & Kalahandi
		B	Malkangiri, Kandhamal, Bolangir, Khordha, Nayagarh, Nuapada & Puri
		C	Cuttack, Bargarh, Dhenkanal, Sonapur, Boudh & Jagatsinghpur.
		D	Sambalpur, Jajpur, Angul, Kendrapada, Bhadrak & Jharsuguda.
		E	Sundargarh, Deogarh, Keonjhar , Balasore & Mayurbhanj



2	Andhra Pradesh/ Elluru,Guntur & nearby areas.	A	Malkangiri, Rayagada, Koraput, Gajapati, Nabarangpur, & Ganjam
		B	Kalahandi, Kandhamal, Khordha, Bolangir , Nayagarh , Puri & Nuapada
		C	Cuttack, Dhenkanal, Boudh, Bargarh & Jagatsinghpur
		D	Sonepur, Kendrapada, Jajpur, Angul, &Bhadrak,
		E	Sambalpur, Balasore, Keonjhar, Jharsuguda, Sundargarh, Deogarh & Mayurbhanj
3	West Bengal/Kolkata and nearby areas.	A	Balasore & Mayurbhanj
		B	Bhadrak,Jajpur & Keonjhar
		C	Cuttack,Deogarh,Dhenkanal,Jagatsinghpur,Khordha & Kendrapara
		D	Angul, Ganjam, Jharsuguda ,Nayagarh , Sambalpur & Puri
		E	Bargarh, Bolangir ,Boudh, Gajapati ,Kandhamal Sonepur& Sundergarh
		F	Kalahandi, Koraput ,Malkangiri, Nabarangpur, Nuapada & Rayagada
4	Chhatisgarh/Raipur	A	Nuapada, Bargarh, & Sambalpur
		B	Bolangir, Kalahandi, Sonepur & Nabarangpur
		C	Jharsuguda, Boudh, Koraput, Sundargarh, Deogarh & Rayagada.
		D	Kandhamal, Malkangiri, Angul, Gajapati, Nayagarh & Keonjhar.
		E	Dhenkanal, Mayurbhanj, Khordha & Cuttack
		F	Ganjam, Jagatsinghpur, jajpur, Kendrapada, Bhadrak, Puri & Balasore
5.	Odisha/ Balasore(Rupsa)	A	Balasore & Mayurbhanj.
		B	Bhadrak, Jajpur, Cuttack & Kendrapada
		C	Jagatsinghpur, Keonjhar, Khordha, Puri, Dhenkanal & Nayagarh
		D	Angul, Deogarh, ,Ganjam, Boudh, Sambalpur, Kandhamal & Sonepur



		E	Gajapati, Sudargarh, Bargarh, Bolangir, Jharusguda
		F	Kalahandi, Rayagada, Nuapada, Koraput, Nabarangpur & Malkangiri
6.	Odisha/Dhenkanal	A	Dhenkanal, Angul, & Cuttack,
		B	Khordha, Jagatshingpur, & Jajpur
		C	Kendrapada, Nayagarh, Puri, Bhadrak, Keonjhar & Mayurbhanj.
		D	Ganjam, Deogarh, Boudh, Balasore, Sambalpur & Sonepur
		E	Kandhamal, Bargarh, Bolangir, Jharsuguda, Sundargarh & Gajapati
		F	Kalahandi, Nuapada, Rayagada, Nabarangpur, Koraput & Malkangiri

ii) OSCSC does not guarantee any quantity for transportation. Considering urgency of requirement, the quantity of gunny bales shall be allotted to individual districts. The tenderer is required to acquaint himself with the past transportation trends & accordingly quote his rate. The projected district- wise transportation of new gunny bales is given in **Annexure-1**.

iii) The Tenderer is required to get himself fully acquainted with the loading, unloading points & processes, distance involved from place of lifting to place of delivery of stock at Custom Millers premises/ Private hired godowns/OSCSC's Own Godowns/Hired Godowns of CWC & OSWC etc., labour charges at those godown points/custom miller premises, labour union problems, time required for loading and unloading etc. detention time, prevailing trend of inflation in fuel rates & quote his effective rate accordingly considering all those and any other factors considered relevant. No request for increase / decrease in the rate will be entertained once the tender is accepted. Services required to be performed under the contract are categorized in three parts as below.

Part-i (Service at Jute Mill point) – Supervision of timely and proper loading of gunny bales (500 bags of 50 KG. capacity per bale) to trucks shall be responsibility of the contractor.

Part-ii (Service in transit) - Safe and timely transportation of the gunny bales by road from Jute Mills located in the State from where the tenderer shall make transportation to Custom Millers premises/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC etc. located in the specified districts grouped into Zones in the state of Odisha for which the contractor agrees for transportation. The toll tax and



any other taxes enroute shall be borne by the contractor. The contractor has to execute transit insurance for this purpose.

Part-iii (Service at delivery point) – Unloading of gunny bales from vehicle & stacking in the Custom Millers premises/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC etc. located in the specified districts groups in the state of Odisha for which the contractor agrees for transportation.

The tenderer shall take all those into consideration and quote his rates accordingly.

3. Instruction to Tenderers

3.1 Submission of Tender in the e-Procurement Portal:

3.1.1 Tenderers intending to participate in the tender are required to register in the Portal i.e. www.tendersodisha.gov.in furnishing required information about them. This is a onetime activity for registering in Portal. During registration, the Tenderer has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority recognised by CCA India such as n-Code, Sify, TCS, MTNL, etc. He / She has to submit the relevant information as asked for about him / his firm / company. The portal registration of the bidder is to be authenticated by the State Procurement Cell after verification through online certificates / documents such as (i) PAN and (ii) Registration Certificate (RC) / GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC / GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

3.1.2 To log on to the portal the Tenderer is required to type his/her user ID and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal. Only one valid DSC should be registered by a Bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Tenderes are advised to register their valid E-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.



- 3.1.3 The tender documents uploaded by the Tender Inviting Officer in the website **www.tendersodisha.gov.in** will appear in the section of “Upcoming Tender” before the due date of tender sale. Once the due date has arrived, the tender will move to “Active Tender” Section of the *homepage*. The publication of the tender will be for a specific period of time till the last date of submission of tenders as mentioned in the ‘Invitation for Tender’ after which the same will be removed from the list of Active tenders. Any tenderer can view or download the tender documents from the web site.
- 3.1.4 Tenderers will be required to pay through RTGS/NEFT or any other on-line mode of payment of tender document fees and EMD.
- 3.1.5 Furnishing scanned copy of all required documents is mandatory along with the tender documents otherwise his/her tender shall be declared as non-responsive and thus liable for rejection.
- 3.1.6 In the case of any failure, malfunction, or breakdown of the electronic system used during the e- procurement process, the tender inviting authority shall not accept any responsibility for failures or breakdowns other than in those systems strictly within his own control.
- 3.1.7 Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 3.1.8 For submission of Tenders through the e-Procurement Portal, the tenderer shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The tenderer shall have to produce the original documents in support of the scanned copies of documents, statements etc. uploaded in the portal on the specified date. Bid documents may be scanned with 100 dpi with black and white option.
- 3.1.9 Any addendum /corrigendum /correction issued shall be part of the tender documents and shall be notified in the website. And the tenderer is required to take those into account before submitting the tender by the due date.
- 3.1.10 The Officer inviting tender shall provide entire tender document along with appendices and enclosures in the portal. The tenderer shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format (*printable in A4 size paper*) to the portal in the designated locations of Technical Bid. He will fill up the rates in designated Cell and upload the same in designated locations of Financial Bid (BoQ) and no other format shall be used to upload



the Financial Bid. Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (**online BoQ**) by the tenderer shall result in disqualification of the tenderer . Use of DSC of appropriate class shall effect submission of documents.

3.1.11. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3.1.12. Unsigned documents shall be rejected.

3.1.13. The Tenderer need to upload the required documents, annexures ,appendices and technical bid for consideration of his tender.

3.1.14 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

3.2 Tender Document Fees (Non-refundable) & Earnest Money Deposit (EMD)

i. The tenderer must deposit Rs.11,800/- (Rupees Eleven Thousand Eight hundred only) towards Tender Document Fee and required EMD at the time of submission of tender through RTGS/NEFT/ any other online mode of fund transfer in favour of Managing Director , OSCSC Ltd., Cash Credit A/c no. 380805010000197, IFSC code :- UBIN0538086, Union Bank of India, Main Branch, Bhubaneswar, Accounts Holder :- Odisha State Civil Supplies Corporation Ltd., failing which the tender shall be rejected. Details of EMD & cost of tender paper so deposited shall be uploaded along with Technical Bid. The tender document fee is non-refundable and EMD is stipulated below.

a) For transportation from jute mills of Andhra Pradesh(Vizianagaram, Vishakhapatnam & Nearby areas) -Rs.12.00 lakhs irrespective of the number of zones applied.

b) For transportation from jute mills of Andhra Pradesh(Elluru, Guntur & Nearby areas) - Rs.10.00 lakhs irrespective of the number of zones applied.

c) For transportation from jute mills of West Bengal (Kolkata & Nearby areas) -Rs.12.00 lakhs irrespective of the number of zones applied.

d) For transportation from jute mills of Chhatishgarh (Raipur) -Rs.6.00 lakhs irrespective of the number of zones applied.

e) For transportation from jute mills of Odisha (Balasore, Rupsa) -Rs.6.00 lakhs irrespective of the number of zones applied.

f) For transportation from jute mills of Odisha(Dhenkanal) -Rs.6.00 lakhs irrespective of the number of zones applied.



Tenders not accompanied by EMD and conditional tenders shall be summararily rejected. EMD shall not be adjusted against security deposit. Successful tenderer shall deposit the full security deposit amount.

The EMD of all tenderers will be refunded.

The Earnest Money will be forfeited on account of one or more of the following reasons:

- a) If the tenderer fails to provide required information / document in support of its qualification during the tender evaluation process.
- b) In case of successful tenderer, if the tenderer fails to submit required security deposit and sign the contract within the time prescribed by the Corporation.
- c) The Tenderer shall be permitted to bid on the express condition that in the case he resiles, or modifies his offer, or terms & 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, then the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the Contract and law, and the tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal / modification etc. In this case, besides forfeiture of EMD, he will also be debarred from participating in any tender of OSCSC for a period of Five Years.

Tenders not accompanied with all required documents, Schedules / Annexures, not duly filled in or unsigned shall be liable for rejection.

3.3 Security Deposit:

- (i) Successful tenderer shall furnish security deposit as stipulated for each zone in the statement enclosed at **Annexure-2** of this documents.
- (ii) The Security Deposit shall be in form of a fixed deposit receipt /Bank draft/ irrevocable and unconditional Bank Guarantee issued by any nationalized Bank/scheduled commercial Bank and duly pledged in favour of the Managing Director of the Corporation which shall be enforceable for a period of 2years & six months from the date of the execution of contract.



- (iii) Security Deposit furnished by the tenderer 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.
- (iv) 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.
- (v) If the successful tenderer fails to submit required Security deposit within the time prescribed by the Corporation, then he/she will be debarred / blacklisted from participation in any type of tender of OSCSC for a period of 5 years from the date of debarment in addition to forfeiture of EMD as stated in paragraph supra.

3.4 Signing of Tender:

- 3.4.1 The prospective tenderer can download the tender from the website anytime after issue of tender and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the due date and time of submission. The tenderer shall only submit **single** copy of the tender including required documents and Financial Bid in the e-Procurement portal i.e. www.tendersodisha.gov.in within due date of submission. In the Financial Bid the tenderer has to write the figures only, the words will be self generated. The Tenderers are advised to up-load the completed Tender document well ahead of the last date & time of receipt to avoid any last moment problem of power/link failures etc.
- 3.4.2 The tenderer shall go through the Tender carefully and list the documents those are asked for submission. He shall prepare all documents including declaration form, annexures and price bid etc., and store in the system. The tenderer shall also ensure payment of Tender document fee and EMD before submission of tender completed in all respects.
- 3.4.3 The Tenderer shall log in to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Tenderer makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the tender to the portal.
- 3.4.4 The tenders once submitted by due date cannot be retrieved or corrected. Tenders cannot be re-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the tenderer should click on submit button.



- 3.4.5 In the e-Procurement process each process is time stamped. The system can identify each individual who has entered in to the portal for any tender and the time of entering in to the portal.
- 3.4.6 The Tenderer should ensure clarity of the document uploaded by him to the portal especially the scanned documents by taking out sample printing .Non-submission of legible documents may render the tender non-responsive.
- 3.4.7 Signing of Tender: The Tenderer shall digitally sign on all statements, documents and certificates uploaded by him, owing responsibility for their correctness/authenticity as per IT Act 2000. If any of the information furnished by the Tenderer is found to be false/fabricated/bogus subsequently his EMD/ Security deposit shall stand forfeited and the tenderer shall be debarred from participating any tender of OSCSC for a period of five years.

3.5 Submission of Tender:

3.5.1 Deadline for Submission of Tender:

The online submission will remain active till the last date and time of tender submission. Once the date and time (Server date and time) is over, the tenderer will not be able to submit the tender. The date and time of tender submission shall remain **unaltered** even if the specified date for the submission of tenders declared as a holiday for the Officer Inviting the Tender.

Prior to submission of tender, the tenderer needs to ensure the following among other thing:

1. Payment of Tender document fees & EMD.
2. The entire tender document is properly indexed with page number.
3. The documents to be up-loaded are properly visible and duly signed .
4. Filling of all the prescribed annexures /appendices as detailed in the Tender.
5. Enclosing necessary supporting documents.

3.5.2 Late Tenders:

The system shall reject submission of any tender through portal after closure of the receipt time. For all-purpose the server time displayed in e-procurement portal shall be the time to be followed by the tenderer and concerned officers.

3.5.3 Modification and Withdrawal of Tenders:

- 3.5.3.1 In the e-Procurement Portal, it is allowed to modify the tender any number of times before the final date and time of submission. The tenderer shall have to log on to the system and resubmit the documents as asked for by the system including the price bid.



In doing so, the tenders already submitted by the tenderer will be removed automatically from the system and the latest tender only will be admitted. But the tenderer should avoid modification of tender at the last moment to avoid system failure or malfunction of Internet or traffic jam or power failure. If the tenderer fails to submit his modified tenders within the designated time of receipt, the tender already in the system shall be taken into consideration.

3.5.3.2 In the e-Procurement Portal, withdrawal of tender is allowed before expiry of the closure time of the tender. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the tender and upload the scanned document to portal in the respective tender before the closure date and time of receipt of the tender. The system shall not allow any withdrawal after expiry of the closure time of the tender.

3.5.4 Opening and Evaluation of Tender:

3.5.4.1 The tender committee shall open the tenders on specified date and time in the Conference Hall, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-12. Specified date and time of opening of tender can be modified issuing a corrigendum to this effect in the portal, if necessary. It shall be duty of prospective bidder to refer the web portal continuously for any corrigendum's etc. to the tender.

3.5.4.2 The tenderers who participated in the online tendering can witness opening of the tender from any system logging on to the portal with the DSC away from opening place. Tenderers are not required to be present during the tender opening to witness the process. But the tenderer shall be at liberty to be present either in person or through an authorized representative. The authorized representative shall furnish the authorization letter duly executed by the tenderer.

3.5.4.3 In the event of the specified date of tender opening being declared a holiday, the tenders will be opened at the appointed time on the next working day.

3.5.4.4 The Opening Officers will first check the scanned document draft towards tender document Fee and EMD with that of the original submitted. If found in order, then only further evaluation shall be carried out, else the tender shall be declared invalid and be liable for rejection.

3.5.4.5 The Technical evaluation of all the tenders will be taken up as per the information furnished by the Tenderer. But evaluation of the tender does not exonerate the tenderers from checking their original documents and if at a later date the tenderer is



found to have misled the evaluation through wrong information, action shall be taken against the tenderer.

3.5.4.6 After technical evaluation of the tender and selection of the technically qualified Tenderers, the financial bids of the technically qualified tenderers only shall be opened (online) on the due date and time of opening to be notified after technical bid evaluation.

4. Submission & Evaluation of Tender

4.1 Submission of Tender

4.1.1 Submission of the tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

4.1.2 Failure to comply with the requirements of any paragraph or any clauses of the tender shall render the tender incomplete which is liable for rejection.

4.1.3 Authentication of Tenders:

The signatory to the tender shall be as per the provisions outlined in Para-5 of this tender document.

4.1.4 Language of the Tender:

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged between the Tenderer and the Authority shall be written in English language. Only English numerals shall be used in the Tender.

4.1.5 Format of the Tender

4.1.5.1 The Tender shall be submitted in two parts:

- (a) Part I : Technical Bid
- (b) Part II : Financial Bid
- (c) Any interlineations, erasures or overwriting made on the scanned copy shall be valid only if the person or persons signing the TENDER authenticate the same by full signature.

4.1.5.2 Contents of Technical Bid:

The tenderer must submit the following particulars / documents along with the Technical Bid failing which the tender shall be treated as incomplete.

- (a) Tender document fee of Rs.11,800/- & appropriate Earnest Money Deposit as stipulated through RTGS/NEFT/ any other online mode of fund transfer in favour of Managing Director , OSCSC Ltd., Cash Credit A/c no. 380805010000197, IFSC code :- UBIN0538086, Union Bank of India, Main Branch, Bhubaneswar, Accounts Holder :-



Odisha State Civil Supplies Corporation Ltd. failing which the tenderer shall be disqualified.

- (b) The scanned copies of duly filled in appendices such as Appendix- I , II, III & V along with documents as required thereof shall be uploaded with the tender by the tenderer.
- (c) Tenderer may participate for multiple zones.
- (d) Scanned copy of the technical bid (in “.pdf” format) shall be uploaded online within the timeline as set out in the Notice Inviting Tender.

4.1.5.3 Financial Bid

The tenderer must upload the Financial Bid online as prescribed in Part- II in the tender document **online BOQ (in xls format)**.

The tenderer shall submit the financial bid online. The tenderer is not required to submit the hard copies of the financial bid.

4.2 Criterion for Evaluation:

Tenders for this contract will be assessed in accordance with the Least Cost Based Selection (LCBS) system. All the tenders will be evaluated on the basis of the eligibility criteria.

4.3 Evaluation of Financial Bid:

4.3.1 The Financial Bids submitted online as per the prescribed format by the technically qualified tenderers will be opened and the L1 tenderer will be the preferred tenderer.

4.3.2 Quoting of same rates (L-1 only) 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 negotiation and revised rates shall be obtained in the sealed cover, opened in the presence of tenderers, L-1 rate shall be declared based on the revised rates obtained.

4.4 Period of Contract:

The contract shall remain in force for a period of two years from the date of execution of agreement. However, the Managing Director at his sole discretion, reserves the right:-

- i. To extend the period of contract for any further period beyond the original contract period up to six months on the same rates, terms and conditions.



- ii. To terminate the contract at any time during its currency without assigning any reasons thereof and the contractor shall not be entitled to any compensation by reason of such premature termination.

In such an event the transport contractor shall render complete account of gunnies bales and any other information / documents in his custody and also arrange to complete that particular assignment as per the direction of the Managing Director, OSCSC Ltd., or any official on his behalf.

- iii. To award similar works on the basis of said contract on mutual agreement with other contractor.

5. OTHERS-

- A. 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.

The instructions to be followed for submitting the tender documents are set out below:

- (I) **(a) Information about tenderer:** The tenderer must furnish full, precise, correct and accurate details in respect of information asked for in the tender documents.

(b) Signing of tender documents: Person or persons signing the tender documents shall state in what capacity, he/ she are 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 should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. An attested copy of the partnership deed shall be furnished with the tender documents. 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 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 documents on behalf of company shall be attached to the tender document.

- (II) The persons signing the tender form or any document forming part of the tender, on behalf of another or on behalf of a firm, shall be responsible to produce a **Registered "Power of Attorney"** duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the tender, fails to produce the registered Power of Attorney, his tender documents shall be liable for rejection, without prejudice to any other rights of the Corporation, under the Law and EMD paid by him/her will be forfeited.



The "Power of Attorney" shall be executed by all the partners in the case of partnership concern, by the proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a limited company.

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

However, a sole proprietor of a proprietorship firm who himself/herself signs the tender paper need not furnish any Power of Attorney.

(III) **Tender not accompanied with, all the Schedules/ Annexures intact and duly filled in and signed shall be liable for rejection.**

B. PREREQUISITES FOR TENDER (QUALIFICATION CONDITIONS):

1. No person shall be appointed as a Transport Contractor under this tender process, for a particular zone if she/he or any of her/ his family members is a custom miller of OSCSC Ltd. under DCP scheme in any recipient district in the said zone for which she/he intends to apply under this tender. The tenderer shall have to submit the above declaration in shape of an affidavit in the prescribed format as at **Annexure-6**.

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

- i. The tenderers quoting their rates for transportation from jute mills in any one or more locations of Andhra Pradesh shall have to furnish financial capability of at least Rs. 1.00 crore from their Bankers. Similarly tenderers quoting their rates for transportation from jute mills in any one or more locations of Chattisgarh, West Bengal, Odisha shall have to furnish financial capability of at least Rs.50.00 lakhs from their Bankers. The tenderers are to furnish financial capability certificate as per the sample format enclosed at **Annexure-3**.
- ii. The tenderer shall furnish Registration Certificate in support of their transportation work issued by the State Transport Authority (STA) or Regional Transport Authority (RTA).
- iii. The tenderers shall have experience in Transportation/ transportation & Handling of foodgrains / gunny bales and they shall have carried out transportation / transportation & Handling of foodgrains / gunny bales at least having a total turnover of Rs. 2.50 crores in last three financial years i.e. for 2016-17, 2017-18 & 2018-19 in any State/Central Government PSU, State / Central Government Agencies or State Government/Central Government. In case of partnership, only experience of firm will be considered and experience of individual partners shall not be considered.

(Turnover shall be calculated in total for the said three financial years).



The tenderers shall furnish experience certificate as per sample format enclosed at **Annexure-4** from the concerned organisation.

- iv. In lieu of the required experience as specified at point no.iii above , the tenderer may 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 alongwith the tender documents to the effect that *“in lieu of required experience certificate s/he shall submit additional security deposit equivalent to 50% of the total security deposit due to him/her in shape of Bank Draft/ Fixed Deposit/ Bank Guarantee issued from any Nationalised/ Scheduled Bank in favour of the Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar at the time of execution of agreement for the entire agreement period or any such period as will be decided by the Corporation”*.

- v. Xerox copy of audited Balance Sheet and profit loss Account for last three financial years i.e. 2015-16, 2016-17 & 2017-18 shall be submitted by tenderer.
- vi. The tenderer shall furnish an affidavit in the prescribed format (enclosed at **Annexure-5**) declaring on not being blacklisted /convicted / vigilance case pending/ forfeiture of EMD and Security Deposit/ premature termination of contract etc.
- vii. The selected tenderer shall submit the copies of the labour license and registration certificate from Competent Authority as required under different Labour Laws before execution of Agreement. 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.

C. DISQUALIFICATION :

- i. Tenderers who have been blacklisted/debarred by any 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.
- ii. Any tenderer whose Earnest Money Deposit (EMD) has been forfeited by the Corporation or any State/Central Government PSU, State/ Central Government Agencies during the last 5 years will be ineligible.
- iii. If the proprietor/any of the partners of the tenderer firm/any of the Director of the tenderer 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.
- iv. Any Tenderer whose contract with 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 last five years, will be ineligible.

- v. A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.
- vi. Failure to submit any document prescribed in the tender shall result in rejection of tender.
- vii. Any person/firm/company blacklisted by State/Central Government PSU, State / Central Government Agencies or State Government/Central Government and against whom criminal/vigilance case is pending, shall not be qualified.
- viii. Any person/firm/company whose EMD was forfeited on serious / grave ground in the past by State/Central Government PSU, State / Central Government Agencies or State Government/Central Government shall not be qualified.
- ix. OSCSC 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. Unsuccessful operation shall mean complete failure to transport and deliver any consignment or failure to discharge any assigned work by the Corporation.
- x. 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.

D. ARRANGEMENT OF VEHICLES:

- i. The tenderer shall work out the minimum requirement of trucks, depending upon volume of work / specified godowns taking into consideration the distance to transport and the time required for transportation and shall ensure that the required number of trucks are arranged by him at short notice for smooth and timely transportation of gunny bags as per direction issued to him by concerned officials of the Corporation.
- ii. If it is found that the transporter has failed to transport the goods in due time as intimated by the Corporation or has taken unduly long time for transportation of goods then penalty as may be decided by the Corporation shall be recovered from the contractors bill and security deposit. In addition the Corporation shall have the right to forthwith terminate the contract in such cases and the amount remain unrecoverable after forfeiture, OSCSC Ltd., reserves right to initiate any legal action against the contractor.

E. 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 if any form on the part or on behalf of the tenderer shall also make his tender liable for rejection.

F. INTERVIEWS AND ACCEPTANCE OF TENDER:

- i. The tenderers are required to proceed to office of Managing Director, OSCSC Ltd, C/2, Nayapally, Bhubaneswar at their own expenses and without any obligation, if called upon to do so, by the Managing Director, OSCSC Ltd, (or an Officer authorized to act on his behalf).
- ii. The Managing Director, OSCSC Ltd, Bhubaneswar for and on behalf of the OSCSC Ltd, reserves the right to reject any or all tenders without assigning any reason there of and does not bind himself to accept the lowest or any tender. He also reserves the right to accept the tender for any or all the offers.
- iii. The successful tenderer shall be advised of the acceptance of his tender by a letter / fax / e-mail. Where acceptance is communicated by fax / e-mail the same shall have to be acted upon immediately, without awaiting for the post copy in confirmation.

G. EXECUTION OF AGREEMENT:

- (i) The successful tenderer shall enter into an agreement with the Corporation in the prescribed format. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value. Execution of agreement shall be made on furnishing of required security deposit & two passport size self-attested photographs.
- (ii) The Agreement shall be executed within such time as may be decided by OSCSC Ltd. considering the urgencies of work, failing which the Contract shall be liable to be rescinded solely at the discretion of Managing Director. In such case the Earnest Money Deposit of the tenderer shall stand forfeited at the discretion of Managing Director.

Manager (Marketing)
OSCSC Ltd., Bhubaneswar



PART-I

**DETAILED TERMS AND CONDITIONS FOR APPOINTMENT OF TRANSPORT
CONTRACTORS FOR TRANSPORTATION OF GUNNY BAGS IN BALES**

TECHNICAL BID

Odisha State Civil Supplies Corporation Ltd. [hereinafter referred as OSCSC] intends to appoint Transport Contractors for transportation of Gunny Bales by Road from Jute Mills located in the Source States such as Andhra Pradesh /West Bengal/ Chhattisgarh / Odisha, from where the tenderer intends to make transportation to Custom Millers premises/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC etc. located in the specified districts group in the state of Odisha as given below :-

Sl. No.	Location of Jute mills (Source State / Place)	Zone	Destination points (Custom millers premises/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC located in following districts in Odisha)
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1	Andhra Pradesh/Vizianagaram, Vishakhapatanam & nearby areas.	A	Rayagada, Koraput, Gajapati, Nabarangpur, Ganjam & Kalahandi
		B	Malkangiri, Kandhamal, Bolangir, Khordha, Nayagarh, Nuapada & Puri
		C	Cuttack, Bargarh, Dhenkanal, Sonapur, Boudh & Jagatsinghpur.
		D	Sambalpur, Jajpur, Angul, Kendrapada, Bhadrak & Jharsuguda.
		E	Sundargarh, Deogarh, Keonjhar , Balasore & Mayurbhanj
2	Andhra Pradesh/ Elluru,Guntur & nearby areas.	A	Malkangiri, Rayagada, Koraput, Gajapati, Nabarangpur & Ganjam
		B	Kalahandi, Kandhamal, Khordha, Bolangir , Nayagarh , Puri & Nuapada
		C	Cuttack, Dhenkanal, Boudh, Bargarh & Jagatsinghpur
		D	Sonapur, Kendrapada, Jajpur, Angul, & Bhadrak,
		E	Sambalpur, Balasore, Keonjhar, Jharsuguda, Sundargarh, Deogarh & Mayurbhanj
3	West Bengal/Kolkata & nearby areas.	A	Balasore & Mayurbhanj
		B	Bhadrak, Jajpur & Keonjhar
		C	Cuttack, Deogarh, Dhenkanal, Jagatsinghpur, Khordha & Kendrapara
		D	Angul, Ganjam, Jharsuguda ,Nayagarh , Sambalpur & Puri
		E	Bargarh, Bolangir, Boudh, Gajapati, Kandhamal, Sonapur & Sundargarh
		F	Kalahandi, Koraput, Malkangiri, Nabarangpur, Nuapada & Rayagada
4	Chhatishgarh/Raipur	A	Nuapada, Bargarh & Sambalpur
		B	Bolangir, Kalahandi, Sonapur & Nabarangpur
		C	Jharsuguda, Boudh, Koraput, Sundargarh, Deogarh & Rayagada.
		D	Kandhamal, Malkangiri, Angul, Gajapati Nayagarh & Keonjhar.
		E	Dhenkanal, Mayurbhanj, Khordha & Cuttack
		F	Ganjam, Jagatsinghpur, jajpur, Kendrapada, Bhadrak, Puri & Balasore
5.	Odisha / Balasore(Rupsa)	A	Balasore & Mayurbhanj,
		B	Bhadrak, Jajpur Cuttack, & Kendrapada,
		C	Jagatsinghpur, Keonjhar, Khordha, Puri, Dhenkanal & Nayagarh



		D	Angul, Deogarh, ,Ganjam, Boudh, Sambalpur, Kandhamal & Sonepur
		E	Gajapati, Sundargarh, Bargarh, Bolangir & Jharsuguda
		F	Kalahandi, Rayagada, Nuapada, Koraput, Nabarangpur, Malkangiri
6.	Odisha, Dhenkanal	A	Dhenkanal , Angul & Cuttack
		B	Khordha, Jagatshingpur & Jajpur
		C	Kendrapada, Nayagarh, Puri, Bhadrak, Keonjhar, & Mayurbhanj.
		D	Ganjam, Deogarh, Boudh, Balasore, Sambalpur & Sonepur
		E	Kandhamal, Bargarh, Bolangir, Jharsuguda, Sundargarh & Gajapati
		F	Kalahandi, Nuapada, Rayagada, Nabarangpur, Koraput & Malkangiri

I. **Definitions:-**

- i) The term '**Contract**' shall mean and include the notice inviting tender, invitation to tender, incorporating the instructions to tenderer, the tender documents, its annexures, appendices and schedules, acceptance of tender agreement executed with transporter and such general and special conditions as may be added to it as & when required.
- ii) The term '**Tenderer**' shall mean and include the person or persons, firm or company participating in the tender including their heirs, executors, administrators, successors and their permitted assigns, as the case may be;
- iii) The terms '**Corporation**', OSCSC Ltd., OSCSC, shall mean the Odisha State Civil Supplies Corporation Limited established under Indian companies Act 1956 and shall include its Managing Director and its successor or successors and assigns.
- iv) 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.
- v) "Govt." means Government in Food Supplies & Consumer Welfare Department of Government of Odisha, Bhubaneswar.
- vi) '**District Manager**' shall mean the District Managers of OSCSC, working in a Revenue District. The term District Manager shall also include every other officer who is representative of the District Manager.
- vii) The terms "**contractor**", **contractors**, '**Transport Contractor**' shall mean and include the person(s), Firm, or Company, with whom the contract has been placed including their heirs, executors, administrators and successors and the permitted assignees as may be,



appointed by OSCSC Ltd. for transportation of New B. T Will Gunny bales (500 bags of 50 KG. capacities per bale) by Road through trucks.

- viii) **'Family'** shall mean husband/wife, unmarried son/daughter, married son living in the same mess(included adopting children & dependant parents).
- ix) **'Commercial Relationship'** shall mean partnership, relation of a tenant/land lord or co-owner of transport vehicle, any person who himself or whose family members have commercial relationship with another person having a separate trade/ business dealing with gunny bags.
- x) **"Tender Committee"** shall mean a committee consisting of members from the officers of OSCSC Ltd., Head office duly authorized by Managing Director, OSCSC Ltd., for the selection of Transport Contractors through tender process for road transportation of new gunny bales.

II. **PARTIES TO THE CONTRACT:**

- a) The Parties to the contract are the Contractor and the OSCSC, represented by its Managing Director / or any other officer authorized and acting on his 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 has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, on enquiry, it is found that the person concerned has no such authority the OSCSC, represented through the Managing Director 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 may be given / taken by the Managing Director or any other officer so authorized and acting on his behalf.

III. **CONSTITUTION OF CONTACTOR :**

- a) Contractor shall at the time of submission of tender declare whether they are Sole Proprietary concern or registered partnership firm or private limited company or a public limited company, Cooperative Society incorporated in India. The composition of the partnership names and addresses of all partners, names and addresses of all Directors of Companies, 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 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 lie. 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 / company without prior approval of Corporation in writing.
- 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. **SUB LETTING:**

The contractor shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of the Corporation. **In the event of the contractor contravening this condition, the Corporation shall be entitled to place the contract elsewhere on the contractors account and at their 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:**

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

VI. **LIABILITY FOR PERSONNEL:**

- a) All persons employed by the contractor shall be treated as their 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, Contract Labour (Regulation & Abolition) Act 1970, 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 Corporation against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act, 1923/ or any other similar enactments with statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen 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 payment of Minimum Wages Act, Employees Provident Funds Act, 1952 / Employee State Insurance Act 1948 and the scheme framed there under in respect of all the personnel employed by him for gunny transportation work. The contractor shall recover the



amount relating to employee share of EPF,ESI etc. payable by such employees and deposit the same with appropriate authorities along with employer share (i.e the share of transport contractor) . If, on account of the default of the contractor in making such payments or for any other reason, the Corporation makes such contributions on behalf of the contractor, OSCSC Ltd. shall be entitled to set off against the amount due to the contractor, the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the personnel employed by the Contractor.

The Contractor shall also maintain such records and also submit such returns as may be prescribed 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 Managing Director, OSCSC, Bhubaneswar 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 Government from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns 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 personnel/ employees / workers employed by the contractor, he 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 them on either time rate basis or piece rate basis on the work. **Minimum wages both for the time rate and for the piece rate work shall mean the rates notified by appropriate authority at the time of inviting tenders for the work.** Where such wages have not been so notified by the appropriate authority, the wages prescribed by the Managing Director as minimum wage shall be made applicable. 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. Any claim from any workman for payment of wages will be contested by the contractor. Any loss incurred due to such claim to OSCSC Ltd., will be recovered from the contractor.

ii) Weekly off:-

The contractors 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.

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 Managing Director 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-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages, or of deductions made from his or their wages which are not justified or non observations of the regulations/enactments mentioned in Clause VI (a) and VI (b).

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 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 of any loss or damage resulting from such cancellation by the contractor.

VIII. PERIOD OF CONTRACT:-

The contract shall remain in force for a period of two years from the date of execution of agreement. However, the Managing Director at his sole discretion , reserves the right :-

- i. To extend the period of contract for any further period beyond the original contract period up to six month on the same rates, terms and conditions.
- ii. To terminate the contract at any time during its currency without assigning any reasons thereof and the contractor shall not be entitled to any compensation by reason of such premature termination.

In such an event the transport contractor shall render complete account of gunnies Bales and any other information / documents in his custody and also arrange to complete that particular assignment as per the direction of the Managing Director, OSCSC Ltd., or any official on his behalf.

- iii. To award similar works on the basis of said contract on mutual agreement with other contractor.

IX. SECURITY DEPOSIT:



- a) On acceptance of the tender, the contractor shall be required to furnish the prescribed security deposit as mentioned at Para- 3.3.(i) or Annexure-2 in shape of a fixed deposit receipt/Bank draft or irrevocable & unconditional Bank Guarantee issued by any nationalized bank/scheduled commercial bank and duly pledged in favour of the Managing Director of the Corporation, which shall be enforceable for a period of two years & six months failing which EMD shall be liable for forfeiture and contract shall be terminated.
- b) The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the time it is held by the Corporation.
- c) The security deposit shall be refunded to the contractor only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract and after settlement of his account, subject to such deduction from, the security as may be necessary for making good loss to the Corporation's claims against the contractor arising out of this contract or/and any other contract executed with the Corporation.
- d) In the event of premature termination of the contract as envisaged in this tender document, Managing Director, shall have the right to forfeit 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.
- e) The decision of the Managing Director in respect of such damage, losses, charges, costs or expenses shall be final and binding on the contractors.
- f) 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 then due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. In the event of that sum found not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due.
- g) Whenever the security deposit falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

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 services under this contract or breach of any terms thereof or their failure to carry out the work within time and for all damages or losses occasioned to the Corporation due to any act whether negligent or otherwise of the



contractors themselves or their employees. The decision of the Managing Director regarding such failure or of the contractor and their liability for the losses, etc. suffered by Corporation shall be final and binding on the contractor.

- b) The Corporation shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by them due to contractor's negligence and un-workmanlike performance of service under the contract or breach of any terms 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 Corporation as aforesaid, the balance of the total sum claimed and recoverable from the contractor as aforesaid shall be deducted from the security deposit. If this sum is also found not to be sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation on demand, the remaining balance of the aforesaid sum claimed.
- c) In the event of default on the part of the contractor in providing labour, sufficient trucks etc. and / or their failure to perform any of the services mentioned in this document efficiently and to the entire satisfaction of the Managing Director or any officer acting on his behalf, **the Managing Director shall, without prejudice to other rights and remedies under this agreement, have the right to recover by way of compensation from the contractor a sum of such Rupees per day or part of a day of the default as the Managing Director in his absolute discretion may determine, subject to the total compensation/liquidated damages during the duration of the contract not exceeding 50% of the transportation cost.** The decision of the Managing Director in the matters whether the contractor has committed such default or failed to perform any of such services efficiently and is liable to pay any compensation/liquidated damages and as to the quantum of such compensation/liquidated damages shall be final and binding on the contractor.

XI. **SUMMARY TERMINATION:-**

- a) In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the terms and conditions governing the contract, the Managing Director shall be at liberty to terminate the contract 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 contractors and to claim from the contractors 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 Managing Director of the OSCSC Ltd., whose decision in the matter shall be final and binding.

- c) **The Managing Director 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 terms and conditions of the contract and to get the work done for the unexpired period of the contract, at the risk and cost of the contractors 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 unwork-man like performance of any of the services under the contract.**
- d) The contractor shall be responsible to supply adequate and sufficient labour, scales/trucks/ other transport vehicle for supervision at loading point, transport, unloading etc. and carrying out any other services under the contract in accordance with the instructions issued by the Managing Director or an officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of labour, scales and trucks in due time, the Managing Director shall, at his sole discretion without terminating the contract be at liberty to engage other labour, trucks etc. at the risk and cost of the contractors, 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 Managing Director shall be final and binding on the contractor / Jute Commissioner / DGS&D/Jute mills assigned by Jute commissioner / DGS & D.
- e) **The Corporation reserves the right to call for report from concerned Collector/District Manager of the concerned Districts on antecedent & unusual working of the transport contractor during currency of contract. If any adverse report is received from the concerned authorities the agreement with the Contractor shall be reviewed for cancellation or otherwise solely at discretion of the Corporation. The contractor shall be duty bound to accept the decision of the Corporation in such event & shall not be entitled to claim any cost for premature terminations.**

XII **SET OFF:**

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

XIII **BOOK EXAMINATION:-**



The contractor shall, whenever required, produce or cause to be produced, for examination by the Managing Director 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 Managing Director on the question of relevancy of any documents information or return shall be final and binding on the contractor. The contractor shall produce the required documents information and returns at such time and place as may be directed by the OSD(FM & CA), Managing Director or any officer acting on his behalf.

XIV **VOLUME OF WORK**

- (a) Subject as hereinafter mentioned, the Corporation do not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. Projected annual requirement of different districts are furnished in Annexure-1. The mere mention of initial/projected volume of work in this contract does not by itself confirm a right on the contractor to demand that the work relating to all or any part thereof should necessarily or exclusively be entrusted to him. The work involves transportation of huge stock from different places in different states to many locations in State of Odisha during short period in peak procurement time.
- (b) The Corporation therefore shall 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 mentioned hereunder and to divide the work as between such contractors in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.
- (c) **The Corporation 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 mentioned hereunder and to divide the work in between such contractors in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work. The charges / fee payable to contractor will be accordingly reduced proportionately.**
- (d) In case the approved transport contractor fails to transport and deliver at places directed by officials of the Corporation the New B. Twill Gunny Bales (500 bags of 50 KG capacity per bale) in the time specified by the Corporation during currency of the agreement due to any reason, the Corporation shall have the right to rescind contact forthwith or take any other steps including penalty to the contractor. In that event the Corporation shall



have also the right to appoint either the L₂ or any other contractor who is/are found suitable to perform the work at mutually agreed rate.

- (e) The Corporation shall also have the right to appoint one or more transport contractor(s) from among the transport contractors selected in technical bid for particular zone for the purpose on negotiation.
- (f) If the contractor is required to perform any service in addition to those specifically provided for in the contract and the annexed schedule of contract, the remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement between the contractor and OSCSC.
- (g) The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract is or is not auxiliary, or incidental to any of such services shall be decided by the Managing Director, OSCSC Ltd., whose decision will be final and binding on the contractor.

XV **REMUNERATION** :-

- a) The contractor shall be paid the remunerations in respect of the services described in different Paras in this document and performed by them at the contract rate.
- b) The payment shall be made per bale (500 bags of 50 KG capacity per bale). The rate to be quoted shall include all services including supervision of loading at Jute Mill points located in Source state (Andhra Pradesh/West Bengal/Chhattisgarh/ Odisha) transportation of the same to different destination & unloading of the same at Custom Millers point/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC located in specified Districts grouped into Zones in the State of Odisha.
- c) GST as applicable from time to time shall be deposited with Central / State Government Account by OSCSC at the time of release of bills of Transport Contractor as per prescribed procedure.

The rate to be quoted shall be exclusive of GST which shall be deposited at the time of release of bills of transport contractor at the applicable rate from time to time and as per procedure prescribed in GST Act/ Rule. The transport contractor shall take all those into consideration and quote his rates accordingly.

All the applicable statutory taxes will be deducted / recovered from contractor bills.



- d) 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.
- e) The Contractor will have the right to represent in writing to the Managing Director that a particular service which they are being called upon to perform is not covered by any of the services specifically provided for in the contract or as the case may be, is not auxiliary or incidental to such services. If no such representation in writing is received, the contractor's right in this regard will be deemed to have been waived.
- f) The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract, or is not auxiliary or incidental to any of such services, shall be decided by the Managing Director, whose decision shall be final and binding on the contractor.
- g) No transit shortage shall be allowed to the contractor during transportation of gunny bales recovered from bills of the contractor. In case of any shortages in transit the same shall be recovered from bills / security of the contractor.

XVI **PAYMENT:-**

- a) Payment will be made by the Managing Director on submission of bills, in triplicate duly supported by the documentary proof of delivery of gunny bales at designated places and proof of other statutory payment which the contractor is liable to pay. Such documentary proofs shall be as prescribed by the Corporation.
- b) The contractor shall submit all their bills not later than two months from the date of expiry of the contract so that the refund of the security deposit may be speeded up. In order to facilitate fast disposal of bills the contractors are advised to submit their bills fortnightly.
- c) The payment shall normally be made by the Corporation within 30 days of submission of bills with all required documents. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- d) The payment shall be made through PFMS for which the following details shall be provided by the contractors immediately after commencement of the work:-
 - (1) Name of the Bank
 - (2) Bank Account No.
 - (3) Bank RTGS code (IFSC Code)
 - (4) PAN No.



- e) Subsequent change in payment mechanism if any will be intimated to the contractor by the Corporation and the contractor shall submit his bill as per instructions issued by OSCSC from time to time.

XVII. DELAYS, STRIKES ETC : -

The contractor shall generally be responsible for delays which may arise on account of any reason. Strikes by contractor's workers on account of any dispute between the contractor and their workers as to wages or otherwise, shall not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage which the Corporation may suffer on this account.

XVIII LAWS GOVERNING THE CONTRACT:-

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

XIX. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR / TENDERER.

1. The contractor is required to keep continuous & close liason with the officials in charge of Corporation Head Office, District Managers and other officials of OSCSC in respect of proposed lifting & transportation, loading & unloading and ensure complete care of the stocks from the time of its loading till it is received and stored in specified godowns.
2. The contractor shall always be bound to act with reasonable diligence and in a business like manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.
3. The contractor shall engage competent and adequate staff and labour to the satisfaction of Corporation for ensuring efficient transport of New B. Twill Gunny Bags and furnishing correct and up-to-date position/information/progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. Any official authorized by Corporation shall have the right to ask for removal of any employee of the contractor, who in his opinion, is hampering smooth execution of the work and his decision regarding losses caused by neglect and misconduct, etc; of the contractor, their servants or agents or representatives shall be final and binding on the contractor.
4. The contractor shall intimate the Managing Director or officer authorized to act on his behalf, OSD (FM & CA), District Manager or other Officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on their



- behalf in day to day working of the contract. It shall be the duty of those representative(s) to call at the office of the Managing Director/ District Manager or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about the programme of arrivals and dispatches to report the progress of loading/unloading/transport work, etc and generally to take instructions in the matter.
5. The contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the New B. Twill Gunny Bags during transportation to the delivery point & unloading from the vehicles at the receiving points. The contractor shall be liable for any loss, which the Corporation may suffer from any loss in quantity and quality of stock handled by him. The decision of the Managing Director on such loss shall be final and binding on the contractor.
 6. The contractor shall provide sufficient number of tarpaulins for each truck to cover the New B. Twill Gunny Bags during transportation to protect those from rains and other natural happenings including natural calamities and fire. He shall be responsible for any loss that may arise due to his failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the Managing Director in this matter shall be final and binding on the contractor.
 7. The contractor shall strictly abide by all rules and regulations of RTA provided under the M.V.Act Police, Municipal Authorities and other local bodies of concerned Source State and Odisha State.
 8. The contractor shall be responsible for keeping a complete and accurate account of New B. Twill Gunny Bags received & delivered by him and shall render accounts and furnish returns and statements in such a manner as may be prescribed by the Managing Director or the Officer acting on his behalf from time to time.
 9. The contractor shall be responsible for the safety of the New B. Twill Gunny Bags while in transit through their trucks to specified delivery point. He shall provide tarpaulins on decks of the trucks, so as to avoid damage of the New B. Twill Gunny Bags. He shall also exercise adequate care and take precautions to ensure that quality and quantity of New B. Twill Gunny Bags are not deteriorated while in transit in their trucks to delivery point. He shall deliver the equal quantity of New B. Twill Gunny Bags as received by them before transportation from Jute Mills. He shall be liable to make good the value of any shortage, wastage, losses or damage occurring due to any reasons to the New B. Twill Gunny Bags in transit at the rates as may be prescribed by the OSCSC Ltd.
 10. The contractor shall be responsible for performing all or any of the services detailed in and arising out of this contract also at night without any additional remuneration,



whenever required by Managing Director/ the District Manager or an Officer acting on their behalf.

11. The contractor shall, whenever required, make necessary lighting arrangement for carrying out work during night.
12. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractors' negligence 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 New B. Twill Gunny Bags and for all damages or losses occasioned to the Corporation or in particular to any property or plank belonging to the Corporation/owners of Hired Godowns due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the Managing Director regarding such failure of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.
13. The contractor shall display prominently on their trucks sign boards/banners painted in black and white indicating that the "New B. Twill Gunny Bags stocks belonging to OSCSC Ltd." No extra remuneration, whatsoever will be payable for displaying such sign boards/banners. OSCSC Ltd. or an officer acting on their behalf shall have the right to disallow loading unloading of any truck if the contractor does not display prominently the sign boards/banners of the aforesaid type.
14. OSCSC Ltd. reserves the right to amend the tender conditions at any time during the currency of contract, which shall be binding on the contractor.
15. The selected contractor shall be required to execute an agreement with the Corporation in the prescribed form within the time as may be prescribed by the Corporation after furnishing the required security deposit. **Failure to comply any or all of the conditions of the agreement shall render the contractor to liquidate damages on account of such failure in addition to forfeiture of the security money in full or in part. The Corporation also reserves the right to take recourse to any legal action against defaulting contractor in addition to forfeiture of security money and liquidated damages.**
16. The contractor shall obtain transit insurance coverage of the New B. Twill Gunny Bags stocks in the name of OSCSC Ltd. for adequate value covering all type of risks from the point of loading of trucks at Jute Mills, transporting to specified delivery points & till the stock is delivered at locations decided by officials of the Corporation and stacked inside the Godowns. No shortage of New B. Twill Gunny Bags will be admissible during transit that may happen due to theft/fire/accident/riot/ flood or any other natural and unforeseen happenings. It shall be the duty of the contractor to make adequate insurance coverage



to cover the full value of stocks handled and transported. Any loss in quality and quantity of New B. Twill Gunny Bags during handling or transportation shall be recovered from the contractor. Recovery shall be made at the cost of the New B. Twill Gunny Bags and all expenses incurred thereon.

17. The tenderer shall enclose his Bank statements from his banker for his financial transactions for last 3 months preceding to publication of Tender Call Notice.
18. The tenderer shall furnish the registration certificate in support of their transportation work issued by the State transport authority (STA) or Regional Transport authority(RTA).
19. If required the tenderer 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 Managing Director.
20. The contractor is required to place vehicles having valid permit and all other required valid documents etc. for smooth transportation of stocks from Jute Mills located in concerned source state to Custom Millers premises/ Private hired godowns/ OSCSC Ltd. Own Godowns/ Hire Godowns of CWC & OSWC etc. located in different districts of specified zones in the State of Odisha. If at any time it is found that he has placed vehicles without such permit and required documents then his contract shall be liable for termination in addition to forfeiture of security deposit. However such cancellation and forfeiture of security deposit shall be purely at the discretion of OSCSC Ltd. Any tax or levy on this account by any authorities shall be borne by the transport contractor.
21. The Contractor shall not load more than permissible quantity of New B. Twill Gunny Bags in each Truck before transportation as provided under M.V. Act. If the contractor shall load the stocks beyond permissible limit provided under the statute, the contractor shall be responsible for such violation of statue & any consequential penalty thereof. The Corporation shall not be liable for such act of contractor.
22. If required so at any time, the contractor shall submit the stamped receipts of different check gates located enroute wherever applicable in proof of transportation for release of his bills.
23. The contractor after awarding of the contract shall be duty bound to furnish such documentary evidence (like Invoice , Transportation Challan , way bill etc.) as may be prescribed and intimated to him subsequently by the Corporation for release of his payment.
24. The contractor shall do the following for effective transportation of gunny bales from Jute mills of concerned source state.
 - i. He will make contact with all the jute mills about their readiness in dispatching gunny bales.



- ii. If the gunny bales are found ready after quality inspection then he shall immediately make arrangements for lifting of stock.
- iii. The contractor shall ensure that after loading of the gunny bales, all the loaded trucks are weighed in the jute mill / or nearest weighbridge and net weight of the loaded gunny bales are duly recorded in the transportation challan / way bill etc and submit copies of computer generated weighment slips to the concerned District offices & also to concerned millers where the stocks are delivered.
- iv. The contractor shall ensure that all required documents like Challan, Tax invoice, Way bill, Weighment slips are properly executed & arrived in the truck for production before various authorities in transit & also at the time of delivery of stock.
- v. The contractor is required to intimate to the concerned District Manager / OSD (FM & CA) / Managing Director or any other officer acting on his behalf in writing about delivery of stocks in each day positively.

XX. **DISPUTE REDRESSAL** : Except as otherwise provided, any dispute arising out of the terms & conditions of this agreement or their interpretation shall be referred to Managing Director, OSCSC Ltd., acting as such at the time of reference or to such other person as Managing Director, OSCSC Ltd., may nominate in general or by special order on his behalf and his decision shall be final and binding upon both the parties.

XXI. **JURISDICTION OF THE COURT**

In the event of any dispute arises out of this contract and violation of any terms of contract, apart from any criminal action any amount due from the contractor shall be recovered from him through certificate proceeding as provided under Odisha Public Demand Recovery Act (OPDR Act, 1962) and the jurisdiction of the court shall be within the State of Odisha. Neither party is competent to bring any suit outside the State of Odisha.



APPENDIX-I

TECHNICAL BID

FOR APPOINTMENT OF TRANSPORT CONTRACTORS FOR TRANSPORTATION OF NEW
BTWILL GUNNY BAGS

.....

Space for
affixing self
attested recent
passport size
photograph

1 Name of the tenderer : _____

2. Details of challan / receipt submitted :-

Item	Details of challan/receipt		
	Amount(In Figures)	Amount(In Words)	Reference No. / Date
Tender Document Fee			
Earnest Money Deposit(EMD)			

3. Name of Proprietor /Partner/ Director _____

(Names of all Directors /

Partners shall be mentioned)_____

4. Full Address of Registered _____

Office (with Pin Code) & _____

PoliceStation_____

Latest Telephone No. _____

Latest Mobile No: _____

Latest FAX No.: _____

Latest E-Mail Address: _____

5. Full address of Operating / _____

Branch Office: (with Pin Code) & _____

Police Station _____

Latest Telephone No._____



: _____

Latest Mobile No.: _____

Latest FAX No.: _____

Latest E-Mail Address: _____

Latest Telephone No. _____

: _____

Latest Mobile No.: _____

Latest FAX No.: _____

Latest E-Mail Address: _____

6. Name, latest telephone no. / _____

Mobile No. / Email address of : _____

Authorized officer/person to _____

Coordinate with the office of the _____

CSO-cum-District Manager

7. Banker of the Tenderer: _____ (Attach copy
of statement of _____

A/c for the last three month) _____

8. Address & Telephone Number of Banker _____

9. Successful Tenderer shall furnish required Security Deposit within the specified time before
execution of Agreement .

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

11. Registration No in the case of Company: _____

12. GSTIN Number issued by Govt:- _____

13. Additional information, if any

(Attach separate sheet, if required)

I do hereby undertake that, I am agreed to the terms and conditions of the Tender Paper and Document, addendum, corrigendum and quoted the consolidated rate for all operation as specified at Para-2 (Scope of work) of the Tender Paper. I have enclosed the required documents duly signed and attested by the Notary Public as specified in **Checklist (Appendix-II)**.

Date:

Signature of Tenderer / Authorized person

Place:

Name:

Seal:

Latest Telephone No.

Latest Mobile No.

Latest Email address



**APPENDIX-II
CHECKLIST**

DOCUMENTS TO BE ATTACHED WITH THE PART-I TECHNICAL BID

The scanned copies of documents in PDF format (printable in A4 Size paper) shall be submitted online alongwith the tender, otherwise the tenderer shall be treated as disqualified in TECHNICAL BID.

SI No.	Name of the Document	Put “ √” mark
1	Part-I Technical Bid	
2	Tender Document Fee	
3	Earnest Money Deposit (EMD)	
4	Certified Copy of Partnership Deed/Articles of Association /Memorandum of Association/Bye-laws etc. as applicable.	
5	Copy of Certificate of Registration, in case of Company.	
6	Authorization letter in submitting the Tender Paper on behalf of the Partnership firm / Company	
7	Capability Certificate from the Bank (In the model format as at Annexure-3)	
8*	Certificate of experience on transportation /transportation & handling of food grains / gunny bales in last three financial years (2016-17, 2017-18 & 2018-19) (In the model format as at Annexure-4) Or Undertaking in lieu of experience certificate	
9.	Affidavit from Executive Magistrate / Notary Public mentioning on not being blacklisted /convicted / vigilance case pending/ forfeiture of EMD and Security Deposit/ premature termination of contract etc. (In the model format as at Annexure-5)	
10	Declaration declaring family members or partners alongwith their family members or directors alongwith their family members (In the model format as at Annexure-6)	
11	Statement of Bank Account for last three months preceeding to publication of Tender Call Notice.	
12	Latest income tax clearance certificate & copy of PAN card.	
13	Xerox copy of audited Balance sheet and P & L Account for last three financial years i.e. 2015-16, 2016-17 & 2017-18	
14	Registration Certificate issued by STA or RTA under “The Carriage by Road Act’ 2007” & “The Carriage by Road Rule’ 2011”	
15	Photocopies of the Labour License issued under the provisions of The Contract Labour (Regulation & Abolition) Act, 1970 & Registration certificates issued under	



	the provisions of “ The Motor Transport Workers Act, 1961”	
16	Photocopy of GST registration certificate issued by Government.	

N.B: All documents are to be self attested by the Tenderer

***SI.8** Refer to Clause – 5(B)(2)(iii) & (iv) of Technical Bid for more details.

Date:

Signature of Tenderer / Authorized person

Place:

Name:

Seal



APPENDIX-III

(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 number of days worked during each wage period.
 - e) Dates and periods for which worked overtime.
 - f) Gross wages payable for the work during each wage period.
 - g) AH deductions made from the wages with an indication in each case, of the ground for which the deduction is made.
 - h) Wages actually paid, for each wage period.
 - l) Signature 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 :-

Full particulars of the work whose wages have not been paid.

Reference number of the Muster Roll with wage Register.

Rate of wages.

Wage period.



Total amount not paid.

Reasons for not making payment

How the amount of unpaid wages was utilized.

Acquaintance with dates.

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, he/she is required to work. The amount of deduction shall be in proportion to the period for which he/she 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 he/she 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 **REGISTER 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.

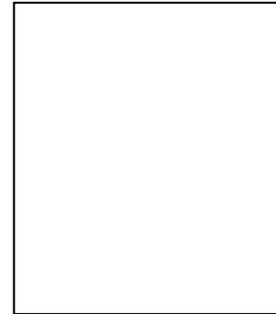
V **PRESERVATION OF REGISTERS:-**

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.



APPENDIX – III (a)

TEMPORARY CONTRACT LABOUR'S EMPLOYMENT CARD



1. Name of the Labour / 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



Back Side of the Card

Countersigned by

Manager(Marketing) , OSCSC Ltd.,

Valid from _____ to _____

(Ref. No. _____)

Manager (Marketing)

OSCSC Ltd., Bhubaneswar

Place :

Date :



Tender No _____

Date _____

FORM -I

APPENDIX - III (b)

REGISTER OF FINES

Sl. No	Name	Father's/ Husband's name	Sex	Department	Nature and date of the offence for which fine imposed	Whether workmen show caused against fine or not, if so, enter date	Rate of wages	Date and amount of fine imposed	date on which fine realized	Remarks



Tender No _____

Date _____

FORM -II

APPENDIX - III (c)

**REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER
BY THE NEGLIGENCE OR DEFAULT OF THE WORKERS**

Sl. No	Name	Father's/ Husband's name	Sex	Department	Damage of loss caused with date	Whether workmen show caused against deduction if so, enter date	Date and amount of deduction imposed	Number of instalment, if any	Date on which total amount realized	Remarks



PART-II

APPENDIX - IV (FINANCIAL BID)

I N S T R U C T I O N S

- a) The rate of transportation shall be per bale of new B. Twill Gunny Bags transported.
- b) The rate shall include all the services to be performed at receiving point, during transportation and at receiving point as indicated in various paras in these tender documents and all taxes (excluding GST) , insurance charges etc.
- c) The rate to be quoted shall be exclusive of GST which shall be deposited at the time of release of bills of transport contractor at the applicable rate from time to time and as per procedure prescribed in GST Act/ Rule.

Rate shall be mentioned for Jute Mills located anywhere in Andhra Pradesh, West Bengal, Chhattisgarh & Odisha as prescribed by the officer inviting tender in the specified location only in the protected Bill of Quantities (**online BoQ**). Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (online BoQ) by the tenderer shall result in disqualification of the tenderer.

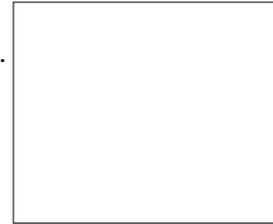
- d) Only the FINANCIAL BID of a qualified tenderer on scrutiny of TECHNICAL BID shall be considered and opened.
- e) Tenderers are to submit only the original BoQ (in .xls format) uploaded by Officer Inviting Tender after entering the relevant fields without any alteration/ deletion / modification.
- f) The tenderer may quote rate for any/all source states to any/all corresponding zones of receiving destination districts .
- g) The tenderer shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. The tenderer shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender.
- h) Tenderers are to submit only the original BoQ (in .xls format) uploaded by Officer Inviting Tender after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by tenderer shall lead to cancellation of tender.



APPENDIX – V

Tenderer's

- i) Latest Telephone No. (Mobile & Land Line)
- ii) Latest e-mail address



Recent Photograph of Tenderer

From :-

.....

.....

.....

To

The Managing Director,
Odisha State Civil Supplies Corporation Ltd.
C/2, Nayapalli, Bhubaneswar.

Dear Sir,

I/We submit the e-tender for appointment as transport contractor for transportation of B. Twill Gunny Bags from following jute mills / source state to destination districts under specified zone(s) mentioned against each as described in the **Scope of Work**.

Sl. No.	Location of Jute mills (State /Place)	Zone* (s)

** only zone name such as "A", "B", "C" etc shall be mentioned for zone(s) intended to apply.*

2. I/ We are hereby submitting our Tender, which includes Technical bid and Financial Bid separately .
3. I/We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.



4. I/We undertake to initiate transportation work related to the assignment from the date of execution of agreement, if our Tender is accepted.
5. I/ We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.
6. I/ We understand that you are not bound to accept any Tender you receive.
7. I/We have thoroughly examined and understood the contents instructions to tenderers, Terms and conditions of contract, the notice inviting tender, all other documents, addendum, corrigendum (if any) relating to the contract and its appendices, and schedules and agree to abide by them. I/We offer to work at the rates given in the prescribed Bill of Quantities (BoQ) for all services mentioned in tender documents.
8. I/We agree to keep the offer open for acceptance up to 45 days inclusive of date of opening of tender and to the extension of the said date by fifteen days in case, it is so decided by the OSCSC Ltd. 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.
9. Details of challan / receipt submitted :-

Item	Details of challan / receipt		
	Amount(In Figures)	Amount(In Words)	Reference No. / Date
Tender Document Fee			
Earnest Money Deposit(EMD)			

In the event of my/ our tender being accepted, I/We agree to furnish a security deposit as follows here indicate the manner in which the security is to be furnished.

10. I/We would like to commit that If any correction/ overwriting has not been authenticated by me by my full signature, my tender shall be declared null and void.
11. I/We do hereby declare that the entries made in the tender and appendices/ schedules / annexures 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.

- 12. I/We have downloaded/obtained the tender document(s) for the above mentioned "Tender/Work" from the website <https://tendersodisha.gov.in> as per your advertisement, given in the above mentioned website.
- 13. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/NIT/corrigendum(s) in its totality/entirety.

14. The following documents are enclosed with this tender duly filled in and signed : -

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)

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 therefor with forfeiture of EMD or summarily 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 :



Annexure-1

Projected annual requirement of new gunny bales under Decentralized Procurement Scheme		
Sl No	Name of the Districts	Quantity in bales(* 1 bale =500 pcs)
1	Angul	2300
2	Balasore	5000
3	Bargarh	35000
4	Bhadrak	4500
5	Bolangir	11000
6	Boudh	3300
7	Cuttack	3600
8	Deogarh	1000
9	Dhenkanal	3500
10	Gajapati	1400
11	Ganjam	8500
12	Jagatsinghpur	500
13	Jajpur	3400
14	Jharsuguda	1650
15	Kalahandi	16000
16	Kandhamal	150
17	Kendrapada	2000
18	Keonjhar	3300
19	Khordha	3800
20	Koraput	5000
21	Malkanagiri	3000
22	Mayurbhanj	3700
23	Nabarangpur	4000
24	Nayagarh	3800
25	Nuapada	4000
26	Puri	3000
27	Rayagada	3500
28	Sambalpur	13500
29	Sonepur	13000
30	Sundargarh	4600
TOTAL		171000



Annexure-2

Sl. No.	Location of Jute mills (Source State / Place)	Zone	Destination points (Custom millers premises/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC etc. located in following districts in Odisha)	Amount of Security Deposit (Rs. In Lakhs)
1	Andhra Pradesh/Vizianagram, Vishakhapatnam & Nearby areas.	A	Rayagada, Koraput, Gajapati, Nabarangpur, Ganjam & Kalahandi	7.70
		B	Malkangiri, Kandhamal, Bolangir, Khordha, Nayagarh, Nuapada & Puri	5.50
		C	Cuttack, Bargarh, Dhenkanal, Sonapur, Boudh & Jagatsinghpur.	7.70
		D	Sambalpur, Jajpur, Angul, Kendrapada, Bhadrak & Jharsuguda	5.50
		E	Sundargarh, Deogarh, Keonjhar , Balasore & Mayurbhanj	5.50
2	Andhra Pradesh/ Elluru,Guntur & Nearby areas.	A	Malkangiri, Rayagada, Koraput, Gajapati, Nabarangpur, & Ganjam	7.70
		B	Kalahandi, Kandhamal, Khordha, Bolangir , Nayagarh , Puri & Nuapada	5.50
		C	Cuttack, Dhenkanal, Boudh, Bargarh & Jagatsinghpur	5.50
		D	Sonapur, Kendrapada, Jajpur, Angul, & Bhadrak,	5.50
		E	Sambalpur, Balasore, Keonjhar, Jharsuguda, Sundargarh, Deogarh & Mayurbhanj	5.50
3	West Bengal/Kolkata & Nearby areas.	A	Balasore & Mayurbhanj	7.70
		B	Bhadrak, Jajpur & Keonjhar	4.40
		C	Cuttack, Deogarh, Dhenkanal, Jagatsinghpur, Khordha & Kendrapara	4.40
		D	Angul, Ganjam, Jharsuguda ,Nayagarh , Sambalpur & Puri	4.40
		E	Bargarh, Bolangir, Boudh, Gajapati, Kandhamal, Sonapur & Sundargarh	4.40
		F	Kalahandi, Koraput, Malkangiri, Nabarangpur, Nuapada & Rayagada	4.40
4	Chhatishgarh/Raipur	A	Nuapada, Bargarh & Sambalpur	7.70
		B	Bolangir, Kalahandi, Sonapur & Nabarangpur	4.40
		C	Jharsuguda, Boudh, Koraput, Sundargarh, Deogarh & Rayagada.	4.40
		D	Kandhamal, Malkangiri, Angul, Gajapati Nayagarh &	4.40



			Keonjhar	
		E	Dhenkanal, Mayurbhanj, Khordha & Cuttack	4.40
		F	Ganjam, Jagatsinghpur, Jajpur, Kendrapada, Bhadrak, Puri & Balasore	4.40
5	Odisha/ Balasore(Rupsa)	A	Balasore & Mayurbhanj,	5.50
		B	Bhadrak, Jajpur Cuttack, & Kendrapada,	3.30
		C	Jagatsinghpur, Keonjhar, Khordha, Puri, Dhenkanal, & Nayagarh	3.30
		D	Angul, Deogarh, ,Ganjam, Boudh, Sambalpur, Kandhamal & Sonapur	3.30
		E	Gajapati, Sundargarh, Bargarh, Bolangir, & Jharsuguda	3.30
		F	Kalahandi, Rayagada, Nuapada, Koraput, Nabarangpur & Malkangiri	3.30
6	Odisha/ Dhenkanal	A	Dhenkanal , Angul & Cuttack	5.50
		B	Khordha, Jagatshingpur & Jajpur	3.30
		C	Kendrapada, Nayagarh, Puri, Bhadrak, Keonjhar & Mayurbhanj.	3.30
		D	Ganjam, Deogarh, Boudh, Balasore, Sambalpur & Sonapur	3.30
		E	Kandhamal, Bargarh, Bolangir, Jharsuguda, Sundargarh & Gajapati	3.30
		F	Kalahandi, Nuapada, Rayagada, Nabarangpur, Koraput & Malkangiri	3.30



Annexure-3

Capability Certificate

Bank :

Branch :

Phone No.

E Mail

No.

Date

.....

To

Managing Director

Odisha State Civil Supplies Corporation Ltd.

Bhubaneswar.

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 upto a sum of Rs (Rupees crore 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)**



Annexure-4

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 / transportation & handling of food grains / gunny bales by road for the period from _____to _____ (mention period of contract).

During the above contract period M/s_____ has transported / transported & handled food grains / gunny bales and transportation and / transportation & handling of Rs. _____is paid /payable to the transport contractor for such work. The year wise breakup is as below.

Year	Transportation/ Transportation & Handling Charges on food grains / gunny bales

Office Seal

Seal & Signature of Authorised Officer

Note:-

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



Annexure-5

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 Transport Contractor for transportation of gunny bales I/my firm/company am/is an intended tenderer 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 no contract entered into by me, my Firm/Company with OSCSC Ltd., or any department of Central or State Government or any other Public Sector Undertaking or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.
- 5) 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 OSCSC Ltd., or any department of Central or State Government or any other Public Sector Undertaking during the last five years.
- 6) 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.
- 7) That this affidavit is required to be produced with tender paper before the authorities of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-12, Khordha.
- 8) That the facts stated above are true to the best of my knowledge and belief.

Identified by me
Advocate

Deponents



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 _____

I do hereby declare that if the above declaration is found false/ not true during the currency of the contract, I shall be liable for punishment for such breach of the contract and my agreement as gunny transport contractor, shall also be liable for termination. Apart from above, my Security Deposit may also be forfeited.

Place:

Signature of the tenderer

Date:

Name of the tenderer:



Annexure-6

**DECLARATION
(FAMILY MEMBERS/ PARTNERS/ DIRECTORS)**

I Sri/Smt. _____, Aged about _____, Son/ Daughter/ Wife of Sri _____, Proprietor/ Partner/ Director of _____, do hereby declare that following are the Family Members/ Partners of the Firm alongwith their family members / Directors of the Company alongwith their family members.

Sl. No.	Name of the Person/ Partners of the Firm/ Directors of the Company and his/their family members	Relationship with the tenderer

(Attach separate sheets if required)

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 a Transport Contractor under this tender process for a particular zone if s/he or any of her/ his family members is a custom miller of OSCSC Ltd. under DCP scheme in any recipient district in the said zone for which s/he intends to apply under this tender.

I declare that I/ any of my family member/ Partner alongwith his family members/ Director alongwith his family members is not a Custom Miller for OSCSC Ltd. under DCP scheme in any recipient district in the said zone for which I intend to apply under this tender.

If the above declaration is found false/ not true during 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 Security Deposit may also be forfeited.

Place:

Signature of the tenderer:

Date:

Name of the tenderer:

N.B:- The above declaration shall be given in shape of an affidavit by the tenderer.