



ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED
(A STATE GOVERNMENT UNDERTAKING)
C/2, NAYAPALLI, BHUBANESWAR-12

www.oscsc.in

PP-12/19

TENDER CALL NOTICE

No. 1127

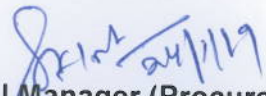
dt. 24.01.19

Sealed tenders are invited from reputed firms/companies/persons engaged in the trade of transport of foodgrains for appointment as Transport Contractor for transportation of paddy from Paddy Purchase Centres (PPC) to Rice Mills and Rice from Rice mills to Rice Receiving Centre (RRC)/ Food Storage Depot (FSD) of FCI in the districts of Subarnapur, Rayagada & Jajpur.

The interested firms/ companies/ persons will have to download the tender document from the Corporation website www.oscsc.in. The tender paper must be accompanied with a pay order/D.D. of Rs.500/- (Rupees five hundred) only towards cost of tender paper drawn in favour of Managing Director, OSCSC Ltd. issued from any Nationalized/Scheduled Bank payable at Bhubaneswar at the time of submission of tender paper.

The tender document shall be sent through **Registered Post /Speed Post /Courier only** as per the procedure prescribed in the tender document. Tender document sent other than the above mode shall not be entertained in any circumstances. The tender papers should reach OSCSC Ltd. Head Office on or before **3 PM of 08.02.2019**. The tender paper will be opened on **08.02.2019 at 4 PM** in the office chamber of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar in the presence of tenderers or their authorized representatives. **The Corporation shall not be responsible for any postal delay. Tender paper received after the schedule date & time shall not be considered.**

The authority reserves the right to reject any or all the tenders without assigning any reason thereof.


General Manager (Procurement)

TENDER PAPER

(Paddy and CMR Transport Contractor)

ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED

TENDER DOCUMENT (TERMS AND CONDITIONS) FOR TRANSPORTATION OF PADDY FROM PURCHASE CENTRES (PPC) TO THE MILLERS PREMISES AND CMR FROM MILLS PREMISES TO RRC/FSD for KMS 2018-19

CONTENTS

Sl. No.	Subject	Page
1	General Information	3
2	General Instructions and Guidelines for the tenderer	4
3	Definitions	5
4	Transport services- Paddy	6
5	Transport services- CMR	7
6	Quoting of rate	7
7	Requirement of vehicle	9
8	Tender Process	10
9	Signing of Tender Paper	10
10	Earnest Money Deposit (EMD)	11
11	Security Deposit	12
12	Solvency Certificate	12
13	Delivery of Tender Documents	13
14	Opening of Tenders	14
15	Clerical errors or omission(s) committed by the tenderer	14
16	Quoting of same rates, negotiation with tenderers	14
17	Engagement of Transport Contractor on failure of operations by the existing Transport contractor	15
18	Corrupt Practices	15
19	Relationship with third parties	15
20	Liability for personnel	15
21	Payment of wages to workers	17
22	Delay, Strike etc.	18
23	Liability of contractor for losses	18
24	Set off	19
25	Execution of Agreement	19
26	Period of contract	20
27	Summery termination	20
28	Volume of work	21
29	Subletting	22
30	Remuneration	22
31	Payment	22
32	Duties and Responsibilities of the Transport Contractor	23

(Signature of the Issuing Officer)

1

(Signature of the tenderer)

33	Others	25
34	Instruction to fill up the Technical Bid	26
35	Instruction to fill up the Price Bid	27
36	Jurisdiction of court	28
37	Technical Bid (<i>Annexure-I</i>)	29
38	Checklist (<i>Annexure-II</i>)	32
39	Affidavit as not Black listed (<i>Annexure- III</i>)	33
40	Price Bid – Paddy (<i>Annexure-IV (a)</i>)	34
41	Price Bid – Rice (<i>Annexure-IV (b)</i>)	35

**Managing Director
OSCSC Ltd.**

TENDER PAPER

ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED

TENDER DOCUMENT (TERMS AND CONDITIONS) FOR TRANSPORTATION OF PADDY FROM PURCHASE CENTRES (PPC) TO THE MILLERS PREMISES AND CMR FROM MILLS PREMISES TO RRC/FSD for KMS 2018-19

Sl. No.....

1. General Information:

- 1.1 Transport Contractors shall be appointed by OSCSC for transportation of paddy from purchase centres (PPC) to the millers' premises and CMR from mills premises to RRC/FSD of Subarnapur, Rayagada & Jajpur districts.
- 1.2 Transportation of Paddy and Rice shall be of separate contracts and tenderers are to quote rates for paddy and rice separately
- 1.3 A person\ firm\ company shall not be appointed as Transport Contractor for more than 2 (Two) districts.
- 1.4 Cost of Tender Paper-Rs.500/- only plus GST @5% is Rs. 525/-
- 1.5 Deposit of cost of Tender Paper - Money receipts in case of Tender Paper purchased from the Office is to be attached Bank Draft/ Bankers cheque will be required in case of Tender Paper downloaded from website. The Draft or Bankers cheque shall be made in favour of the Managing Director, OSCSC Ltd., Payable at Bhubaneswar.
- 1.6 Last date for receipt of Tender Paper - Date 08.02.2019 Time 3 PM.
- 1.7 Date & Time of opening of Tender Paper - Date 08.02.2019 Time 4 PM.
& Technical Bid.
- 1.8 Date and Time of opening of Price Bid
in case of successful Tenderers in
Technical Bid. - To be declared on the date of
opening of Technical Bid.
- 1.9 Original Documents as per the Checklist (**Annexure-II**) shall be produced by the tenderer on the date and time of opening of Tender Paper & Technical Bid for verification by the Tender Committee.

The Tender Committee may give reasonable time to the tenderer for production of original documents, as per his/her request on genuine grounds and the tender paper may be considered on the basis of photocopies of the documents enclosed & self-attested by the tenderers.

- 1.10 One Tender Paper shall be submitted for one district both for transportation of paddy & rice.
- 1.11 **The tenderer has to sign each and every page of the Tender Paper, Annexure and put his seal. Only the documents as detailed at Checklist (Annexure-II) shall be self-attested by the tenderer.**
- 1.12 The tenderer is requested to go through the Tender Document carefully before filling the same, so that there will be no ambiguity later on.

Note:

- (i) If the last date for receipt of Tender Paper or the date on which Tender is scheduled to be opened falls on holiday, the next working day shall be the date for receipt of Tender Paper and opening of Tender Paper as the case may be.
- (ii) The tender paper shall be in duplicate. **The first copy of the Tender Paper shall be sent through registered post/ speed post/ courier service only to the office of Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar. Tender document sent other than the above mode shall not be entertained in any circumstances.** The second copy shall be retained by the tenderer for his reference. The tender document received after **3 PM dated 08.02.2019** i.e. the last date and time of receipt of tender paper, shall not be entertained. **The Corporation shall not be responsible for any postal delay.**
- (iii) The Tender Paper consists of **35** pages.
- (iv) The Tender Paper & Tender Document shall also be available in the website of the Corporation i.e. **www.oscscs.in**.

2. General Instructions and Guidelines for the Tenderer:

- 2.1 Persons eligible to participate in the tender – An individual, Partnership firm, Company having valid Registration Certificate issued by State Transport Authority/ District Transport Authority under “The Carriage by Road Act 2007 and the Carriage by Road Rule 2011” are eligible to participate in the tender process, subject to compliance of other terms and conditions stipulated in this tender.
- 2.2 The tenderer shall read all the instructions and guidelines carefully before filling up the Tender papers and submitting the same.

2.3 **All the instructions, guidelines and the Tender paper shall form part of the required Agreement.**

2.4 One Tender Paper shall be submitted for one district both for transportation of paddy & rice. Tenderer interested for more than one district has to submit separate tender for each district.

2.5 In case any document as per the Checklist **Annexure-II** is not enclosed to the Technical Bid, the Tender Paper shall out rightly be rejected.

2.6 The Tender committee reserves the right to negotiate with the lowest tenderer for workable rate.

2.7 The services to be performed by the transport contractors are given at Para 4 & 5.

3. Definitions:

3.1 The term '**Contract**' shall mean and include the notice inviting Tender, the invitation to Tender, incorporating the instruction to Tender, the Tender documents, its Annexures and schedules, acceptance of Tender, agreement and such general and special conditions as may be added to it as & when required.

3.2 The term '**Tenderer**' shall mean and include the person or persons, firm or company with whom the contract has been made for transport operation of food grains including their heirs, executors, administrators, successors and their authorized person, as the case may be.

3.3 The terms '**OSCS Ltd./ Corporation**', shall mean the Odisha State Civil Supplies Corporation Limited registered under the Indian Companies Act 1956 having its Head Office at C/2, Nayapalli, Bhubaneswar-12, Khordha, Odisha.

3.4 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.

3.5 The term '**District**' shall mean the revenue district of Odisha.

3.6 The term '**District Manager**' shall mean the District Manager of the Corporation, working in Revenue District or any authorized officer to act on his behalf for a specific work.

3.7 The term '**Govt.**' shall mean Govt. in Food Supplies & Consumer Welfare Department of Govt. of Odisha, Bhubaneswar.

3.8 The term '**ULB**' shall mean & include all the NACs, Municipalities & Municipal Corporations declared as such by Govt. of Odisha.

3.9 The term '**Rice**' shall mean the custom milled rice packed by custom miller in 50 kg. Jute gunny bags after milling of the paddy.

- 3.10 Miller means Rice Millers engaged by District Manager for custom milling of paddy.
- 3.11 The term '**FSD, FCI**' shall mean the Food Storage Depot of the FCI, where rice will be delivered.
- 3.12 Paddy means and includes paddy packed in bags of 50 kg capacity.
- 3.13 Paddy Purchase Centres (PPC) means purchase centres run by PACS/LAMPs and include Mandi/ RMC Yard/ including temporary centres where paddy is procured from the farmers by PACS/ LAMPs on behalf of OSCSC.
- 3.14 The terms '**RRC**' (Rice Receiving Centre) means godowns of its own or hired by OSCSC from CWC, OSWC, other Govt. Agencies, Private Persons and PEG Godowns under PPP Mode.
- 3.15 The term '**Lifting Officer**' shall mean an Officer deputed by the District Manager to lift food grains from Food Storage Depot, FCI& Base RRC.
- 3.16 The term '**Handling Contractor**' shall mean & include a contractor appointed by the District Manager for handling of foodgrains at RRC of OSCSC.
- 3.17 The term '**Transport Vehicle**' shall mean a vehicle suitable for transportation of foodgrains. These vehicles shall be 6-wheeler, 10-wheeler & 12-wheeler vehicles. The vehicle 'Tipper' & 'Tractor' shall not be considered as transport vehicle for this tender purpose.
- 3.18 The term '**Weighment**' shall mean the weighment of Paddy/ Rice in jute gunny bag either at weighbridge or by using electronic / manual weighing scale.

4. Transport Services - Paddy

- 4.1 **Placement of vehicles at the PPC according to quantum of paddy procured, on receipt of required information from PACS/millers/District Manager for transportation to the Millers premises.**
- 4.2 Transportation of paddy packed in 50 kg capacity gunny bags from PPC to Custom millers premises by shortest truckable road.
- 4.3 Loading of paddy bags at PPC to the vehicle of the contractor shall be done by the custom miller at his cost.
- 4.4 Unloading of paddy at millers premises shall be done by the custom miller at his cost.
- 4.5 The transport contractors are required to lift paddy from all the PPC in the districts and to transport the same to the premises of the custom millers on the same day of procurement of paddy at PPC. The number of PPCs in operation and their location, the name of custom millers participated in procurement in the district in KMS 2017-18 can be available from the district office. The quantum of paddy procured in each PPC in

KMS 2017-18 will also be available at the district office. The transport contractor is to be acquainted with the prevailing road condition, ghat road, quantum of procurement, distance from PPC to the mills etc. He shall consider all the factors and other factors have may be relevant for quoting the rates of transportation.

5. Transportation Services – CMR

- 5.1 Placement of vehicle of required capacity & numbers at the millers milling location for loading of Rice in 50 kg capacity Jute gunny bags on receipt of required information from the custom miller.
- 5.2 Loading of CMR to the vehicles shall be done by the custom miller at his cost.
- 5.3 Transportation of stock to the RRC/FSD FCI by shortest truckable road. Stock will be unloaded from the vehicles after weighment and checking of quality by the labourers at RRC at the cost of millers/ OSCSC.
- 5.4 In case the rice stock delivered at RRC/ Depot of FCI is rejected due to unacceptable quality parameters, then the transport contractor is to bring back the stock to the mill premises. In such case the transportation cost shall be borne by the concerned custom miller.
- 5.5 The location of the RRC of the districts/ nearby districts where stock will be delivered and the names and locations of the custom millers will be available at the district office. The quantum of rice transported and delivered at RRC/ FCI depot in KMS 2017-18 can also be available from the concerned district offices. The transport contractor is to be acquainted with the prevailing road condition, ghat road, quantum of procurement, distance from mills to RRC/FCI depot, requirement of vehicles etc. He shall consider all the factors and other factors have may be relevant for quoting the rates of transportation.

6. Quoting of rates:

- 6.1 Rates for transportation of paddy & CMR shall be quoted as follows.
 - i) Rate per quintal of paddy/ rice for 1st 10 kms – A flat rate shall be quoted for one quintal of paddy/rice.
 - ii) Rate per quintal per km of paddy/ rice for distance 11to 40 kms.
 - iii) Rate per quintal per km of paddy/ rice for distance beyond 40th km.

Transportation charges shall be paid for the shortest truckable distance covered from PPC to mills for transportation of paddy/ from rice mills to RRC for transportation of rice at the rates finalised. For example if distance between PPC to mills is 60 kms transportation charges shall be paid for 1st 10 kms at the flat rate,

(Item No.i above) for subsequent 30 kms at the rate (Item No. ii above) and for balance 20 kms as per the rates (Item No. iii above) for distance beyond 40 kms.

6.2 The rate quoted shall be separate for paddy & rice and for all the services as specified at Clause-4 & 5 respectively.

6.3 The selection of lowest bidder (L-1) shall be made for a distance of 50 kms at the rates quoted by the bidder for different distance range. This is explained in table below.

Bidder	0 to 10 Kms flat rate	11 to 40 kms per quintal per kilometre	41 kms to onwards	Total cost per quintal for 50 kms distance.
Bidder-I	15.00	0.60	0.45	37.50
Bidder-II	18.00	0.50	0.40	37.00
Bidder-III	22.00	0.45	0.45	40.00

The Bidder-II will be the L-1 for the purpose of this tender even though Bidder-I & Bidder-III were lowest in a particular distance range.

6.4 Transportation charges shall be paid at the agreed rate of the distance range for the quantity transported and for one side distance covered.

Example: -

a) Let the agreed rate for different distance range is as follows-

i. 0-10 k.m. (flat rate) - Rs.18/- per qtl.

ii. 11 k.m. to 40 kms - Rs.0.50 per qtl. per k.m.

iii. 41st km onwards - Rs.0.40 per qtl. Per km.

b) i. One side distance from PPC to mill point - 2 k.m.

ii. One side distance from PPC to mill point - 25 k.m.

iii. One side distance from PPC to mill point – 60 Km.

c) Quantity of foodgrains transported – 100 qtl. in each case of (b).

d) The transportation charges shall be paid as given below: -

Sl. No.	Type of operation	Distance covered (one side)	Quantity transported	TC payable
1	PPC to Mills	2 k.m.	100 qtl.	$100 \times 18 = \text{Rs.}1800.00$
2	-Do-	25 k.m.	100 qtl.	<p>i. (For first 10 k.m.) $100 \times 18 = \text{Rs.}1800$</p> <p>ii. (For subsequent 15 k.m.) $100 \times 15 \times 0.50 = \text{Rs.}750/-$</p> <p>iii. Total $\text{Rs.}1800 + \text{Rs.}750 = \text{Rs.}2550/-$</p>
3	-Do-	60 Kms	100 qtl.	<p>i. (For first 10 k.m.) $100 \times 18 = \text{Rs.}1800$</p> <p>ii. (For subsequent 30 k.m.) $100 \times 30 \times 0.50 = \text{Rs.}1500/-$</p> <p>iii. For subsequent 20 kms $100 \times 20 \times 0.40 = \text{Rs.}800/-$</p> <p>Total $\text{Rs.}1800 + \text{Rs.}1500 + \text{Rs.}800 = \text{Rs.}4100/-$</p>

6.4. The rate quoted shall be final and binding during the contract period and shall not be revised during the tenure of the contract period.

6.5. The rate shall be quoted as per the format given at Annexure IV(a) & IV (b).

6.6. No reimbursement shall be made for Toll gate charges.

7. Requirement of vehicles for transportation:

7.1 The tenderer shall assess the requirement of vehicle to be placed at different PPC on daily basis in consultation with the District Manager of the district, Secretary of the PACS and the tagged custom millers to different PPC. It is the responsibility of the tenderer to make available adequate number of vehicles for lifting and transportation of paddy on the same day of procurement of paddy at PPC.

7.2 Similarly the transport contractors shall ascertain requirement of vehicles for transportation of CMR, in consultation with District Manager of the district and custom millers and make available required number of vehicles for transportation of CMR from mills premises for delivery at RRC/FCI depot.

7.3 The tenderer has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicle cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.

8. Tender process:

- 8.1 Tenderers participating in the Tender process shall submit a Technical Bid & Price Bid in response to the Tender Call Notice. For each districts the tender is to furnish separate technical bid and price bid and in separate envelop.
- 8.2 **Earnest Money Deposit (EMD), Technical Bid & Price Bid** shall be contained in separate sealed envelopes clearly marked as "**EMD**", "**TECHNICAL BID**" & "**PRICE BID**" as per norms specified below.
- 8.2.1 **FIRST** sealed Envelope will contain the EMD and the cost of tender paper. This envelope shall be marked as: "**PART-I – EMD**"
- 8.2.2 **SECOND** sealed Envelope will contain the *Technical Bid (Annexure-I), Checklist (Annexure-II) and Affidavit as not Black listed (Annexure- III)*. This envelope shall be marked as: "**PART-II – TECHNICAL BID**".
- 8.2.3 **THIRD** sealed Envelope will contain the *Price Bid (Annexure-IV)*. **Separate Annexure-IV (a) shall be used for paddy & Annexure IV (b) for rice**. This envelope shall be marked as: "**PART-III – PRICE BID**".
- 8.2.4 **FOURTH** sealed Envelope will contain Tender Paper & all the THREE envelopes sealed separately i.e. **TENDER PAPER, EMD, TECHNICAL BID & PRICE BID with superscription "TENDER FOR APPOINTMENT OF PADDY & CMR TRANSPORT CONTRACTOR _____ DISTRICT"**.
- 8.3 Envelope containing Technical Bid will be opened first and scrutinized on the day of opening of tender paper.
- 8.4 The Price Bid(s) of the tenderer who qualified in Technical Bid shall be considered and opened on the scheduled date & time.

9. Signing of Tender Papers:

- 9.1 The contract, if any, which may eventuate from this Tender, shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the tenderer and provisions contained in the Tender documents.
- 9.2 *The instructions to be followed for submitting the Tender papers are set out below:*
- 9.2.1 Information about Tenderers: The Tenderers must furnish full, precise, correct and accurate details of information asked for in the Tender documents, Technical Bid & Price Bid.
- 9.2.2 **Signing of Tender Papers:** Person or persons signing the Tender Papers shall state in what capacity, he / she is or they are signing the Tender, e.g. as sole proprietor of a firm or as a Secretary / Manager / Director etc., of a Limited

company or as a partner of a partnership firm or Karta of family. The names of all the partners and Directors should be disclosed and the Tender shall be signed by all the partners or any partner duly Authorized or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. An **attested copy of the partnership deed** shall be furnished with the Tender Papers. In case of a limited company, the names of the Directors shall be mentioned and it shall be certified that the person signing the Tender is empowered to do so on behalf of the limited company. An attested copy of the Memorandum and Articles of Association of the Company along with copy of the resolution of the company authorizing the person who will sign the Tender Paper on behalf of company shall be attached to the Tender document. In case of family, the names of the family members should be disclosed and the Karta, who can bind the family, shall sign the Tender and indicate his status below his signature.

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

9.2.4 Registered "**Power of Attorney**" shall be signed by all the partners in the case of partnership concern; by the proprietor in the case of a proprietary concern, and by the person who by his / her signature can bind the company in the case of a limited company. In the case of family "Power of Attorney" shall be executed by the Karta of the family who by his / her signature can bind the family.

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

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

10. Earnest Money Deposit (EMD):

10.1 EMD for one district is Rs.1,00,000/- One Tender Paper shall be submitted for of both the operations i.e. paddy transportation and CMR transportation for a single

district. Each tender must be accompanied with an EMD of **Rs.1,00,000/- (Rupees one lakh)** only in the form of crossed Demand Draft/ Bankers cheque issued by any Nationalized / Scheduled Bank and drawn in favour of Managing Director, OSCSC Ltd., payable at Bhubaneswar. In case the Tender Paper submitted is not accompanied by EMD, the tender paper shall be summarily rejected.

- 10.2 EMD shall be forfeited in case the successful tenderer fails to furnish the requisite security deposit by the date prescribed by the District Manager for execution of Agreement and to take up the work, *without prejudice to any other rights and remedies of Corporation under the contract and law.*
- 10.3 EMD shall be refunded to all unsuccessful Tenderers after finalisation of tender process.
- 10.4 No interest shall be payable on the amount of earnest money.
- 10.5 The EMD furnished by the successful tenderer can be adjusted towards Security Deposit if requested by successful tenderer in writing.

11. Security Deposit:

- 11.1 Successful tenderer shall furnish security deposit in following manner for each district.

Sl. No.	Loading point	Security Deposit (In Rs.)
1	For transportation of paddy from PPC to Mills	10lakh
2	For transportation of CMR from Mills to RRC/FCI depot	8 lakh

- 11.2 Security Deposit furnished by the tenderer shall be subject to the terms and conditions contained in this tender document.
- 11.3 The Security Deposit shall be in shape of **Fixed Deposit/ Bank Guarantee** issued from any Nationalized Bank duly pledged in favour of District Manager, OSCSC Ltd. for the entire agreement period or such period as shall be decided by the Managing Director. The Bank Guarantee shall be enforceable till six months after the expiry of the contract period.
- 11.4 The EMD of a successful tenderer can be adjusted towards security deposit as per his / her request.

12. Solvency Certificate:

- 12.1 Solvency Certificate shall be obtained from the Revenue Authority.

- 12.2 Successful tenderer shall furnish Solvency Certificate issued in his name in following manner within 60 days on execution of agreement.

Sl. No.	Loading point	Solvency Certificate in Rs.
1	For transportation of paddy from PPC to Mills	10 lakh
2	For transportation of CMR from Mills to RRC/FCI depot	8 lakh

- 12.3 The Collector may allow any reasonable time beyond 60 days for submission of solvency certificate by the successful tenderer in unavoidable circumstances.

13. Delivery of Tender Documents:

- 13.1 The tenderers shall submit Tender documents duly filled in, complete and signed on each page in a sealed envelope being superscripted as "Tender for appointment of Paddy & Rice Transport Contractor _____ District", addressed to the Managing Director, OSCSC Ltd.
- 13.2 Tender Paper shall be sent strictly through registered post/ speed post/ courier service only to Managing Director, OSCSC Ltd. Tender document sent other than the above mode shall not be entertained in any circumstances. The tender document received after 08.02.2019 date, 3.00 P.M. i.e. the last date and time of receipt of tender paper, shall not be entertained. The Corporation shall not be responsible for any postal delay.
- 13.3 Tender documents shall be accompanied with EMD of the required amount. The tenderer, who has downloaded the Tender paper from the website shall have to pay an amount of Rs.500/- + GST @ 12% only along with the Tender Paper. The amount shall have to be in the form of a Crossed Demand Draft / Bankers cheque issued by any Nationalised / Scheduled Bank in favour of Managing Director, OSCSC Ltd. payable at Bhubaneswar.
- 13.4 **The tenderer has to sign each and every page of the Tender Paper, Annexure and put his seal. Only the documents as detailed at Checklist (Annexure-II) shall be self-attested by the tenderer.**
- 13.5 The Tenderers are required to quote the rate inclusive of cost of all the services required for transport operation in the prescribed format of the Price Bid.
- 13.6 If the last date for receipt of Tender Paper happens to be a holiday, Tender Paper will be received on the next working day following the holiday.

14. Opening of Tender Paper:

- 14.1 The Tender Paper shall be opened in the office of OSCSC Ltd at C/2, Nayapalli, Bhubaneswar on the date and time specified. The Tenderers shall be at liberty to be present either in person or through their authorized representative at the time of opening of Tender. The authorized representative shall furnish the authorization letter duly executed by the tenderer to the tender committee.
- 14.2 If the date for opening of Tender Paper happens to be a holiday, Tender Paper will be opened on the next working day following the holiday.

15. Clerical errors or omission(s) committed by the tenderer:

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

16. Quoting of same rates & negotiation with Tenderers:

- 16.1 In case, more than one tenderer quote the same lowest rate, all the Tenderers who have quoted the same lowest rates shall be called for and decision will be taken only through **public lottery**.
- 16.2 The Tender Committee reserves the right to negotiate with the lowest tenderer to come to a workable rate indicated in the tender paper.
- 16.3 In case single Tender is received or a single tenderer is qualified after scrutiny of Technical Bid, the Tender Committee reserves the right to negotiate the rate with the tenderer, if required.
- 16.4 In case no rate is quoted or the rates quoted for any distance range is found to be higher than the allowable limit, the district may go for retender.
- 16.5 The management reserves the right to utilize more than one Transport Contractor for transport operation as per the requirement. The decision of the management shall be final and the Transport Contractor as appointed shall have no objection in this aspect.
- 16.6 While the agreement with the Transport Contractor is in force, the management reserves the right to make alternative arrangement for transport operation, in case the Transport Contractor fails to do the assigned work within the scheduled time, for timely and effective Transportation of stock in the interest of procurement operation. The approved Transport Contractor shall have no right to claim any compensation on such operation.

17. Engagement of Transport Contractor on failure of operations by the existing Transport contractor:

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

- 17.1 The Tender Committee shall negotiate with the 2nd lowest tenderer qualified in Technical Bid to operate at the lowest approved rate.
- 17.2 In case 2nd lowest tenderer disagrees to operate at the lowest approved rate, similar exercise to be made as detailed at Clause-17.1 with the 3rd lowest tenderer qualified in the Technical Bid and so on till all the Tenderers qualified in the Technical Bid are negotiated to select an alternative Transport Contractor.
- 17.3 In case no Transport Contractor is selected on exercising the options as detailed at Clause-17.1 & 17.2, selection shall be made from among all the Tenderers qualified in the Technical Bid by inviting rates through sealed cover.

Transport Contractor selected on the procedure laid down at Clause-17.1, 17.2 & 17.3 shall operate for the balance contract period of existing Transport Contractor.

18. Corrupt Practices:

Canvassing in any form on the part or on behalf of the tenderer shall also make his Tender liable for rejection.

19. Relationship with third parties:

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

20. Liability for Personnel:

- 20.1 All persons employed by the Transport contractors 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; The Motor Transport Workers Act 1961; The Orissa Shops & Commercial Establishment Act 1956; Payment of Gratuity Act 1972; Equal Remuneration Act 1976; ESI Act 1948; Minimum Wages Act 1948 or any other similar enactments and rules made there under with upto date amendments in respect of all such personnel shall be that of the contractor. The contractor shall be bound to

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

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

The Contractor shall also maintain such records and also submit such returns as may be 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 District Manager or an Office authorized by him or acting on his behalf.

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

21. Payment of Wages to Workers:

21.1 The contractor shall pay not less than minimum wages to the workers engaged by him/her on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the prevailing rates notified by the Government in Labour Department, Odisha, Bhubaneswar during the contract period for the work. The contractor shall maintain necessary records and registers like wage book and wage slip etc. Register of unpaid wages and Register of Fines and Deductions etc. as required for such purposes.

21.2 Weekly off:-

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

21.3 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.

21.4 Aforesaid wage / benefits at Clause 21.4.1 to 21.4.3 shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The District Manager shall have the right to deduct from money due to the contractor, any sum required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages, or of deductions made from his/her or their wages which are not justified or non-observations of the regulations/enactments mentioned in Clause 21.1 and 21.2.

21.5 Declaration in lieu of License & Registration of establishment: -

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

22. Delays, Strikes etc:

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

23. Liability of Contractors for losses etc. suffered by Corporation:

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

23.4 In the event of default on the part of the contractor in providing sufficient trucks etc. and / or his / her failure to perform any of the service mentioned in this document efficiently and to the entire satisfaction of the District Manager or any officer acting on his behalf, the District Manager 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 amount as decided by the Collector of the district.

24. Set off:

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

25. Execution of Agreement:

25.1 The successful tenderer shall enter into an agreement with the District Manager in the prescribed format.

25.2 **Separate Agreement shall be executed for transportation of paddy from PPC to mills and from mills to RRC in the district.**

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

25.4 Execution of agreement shall be made on furnishing of required security deposit & two-passport size photograph duly attested by Gazetted Officer.

25.5 The agreement will be executed with the tenderer on production of following documents.

- Registration under The Odisha Shops & Commercial Establishments Act, 1956 to operate in ULB.
- Registration under The Motor Transport Workers Act, 1961.

Or

Declaration in prescribed format that he/ she is not required to possess licence under the Motor Transport Workers Act 1961 because of engagement of limited workers. However, in such case, the Transport Contractor to operate in ULB shall register his/ her establishment under "The Orissa Shops & Commercial Establishment Act, 1956" only.

25.6 The Agreement shall be executed within the time prescribed by the District Manager failing which the Contract shall be liable to be rescinded. In such case the Earnest Money Deposit of the tenderer shall stand.

25.7 In genuine case, the Collector can allow more time to the Transport Contractor to furnish any document / certificate wanting at the time of execution of agreement.

26. Period of Contract:

26.1 The contract shall remain in force from the date of execution of agreement till September, 2019 or such later date as may be decided solely by the District Manager with the approval of the Collector.

26.2 The District Manager with the approval of District Collector reserves the following rights.

26.2.1 To extend the period of contact maximum for 06 months at a stretch beyond the original contract period as at Clause-26.1, on the same rates, terms and conditions.

26.2.2 To terminate the contact at any time during its currency without assigning any reason there of by giving seven days' notice in writing to the contractor at his/her last known place of residence / business and the contractor shall not be entitled to any compensation by reason of such premature termination.

26.2.3 To award similar works on the basis of said contract on mutual agreement with another contractor.

27. Summary Termination:

27.1 In the event of the contractor having been adjudged insolvent or going into liquidation or winding up his / her business or making arrangements with his / her creditors or failing to observe any of the term and condition governing the contract, the District Manager with the approval of the Collector shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the contractor and to claim from the contractor any resultant loss sustained or costs incurred.

27.2 The non-performing /defaulting contractor may be suspended/ banned for trade relation/black listed for a period up to 5 years based on the gravity of non-performance/default of the contractor, by the Collector whose decision in the matter shall be final and binding.

Besides, a contractor, whose transport license is cancelled during the contract period, may be suspended/ banned for trade relation/ blacklisted for a period up to 5 years.

- 27.3 The District Manager with the approval of the Collector shall also have, *without prejudice to other rights and remedies*, the right to terminate the contract forthwith in the event of breach of any of the term and condition of the contract and to get the work done for the unexpired period of the contract, at the risk and cost of the contractor and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the service under the contract.
- 27.4 If any selected Transport Contractor is found to be involved in any criminal case, vigilance case & is blacklisted by any State or Central Government, by Central or State Agency or undertaking during contract period, the Agreement executed with the Transport Contractor shall be terminated forthwith without prejudice to other rights & remedies.
- 27.5 Suppression of fact/ declaring false information will amount to malafied intension of the tenderer and to mislead the authority. In such case, contract, shall be terminated forthwith along with forfeiture of EMD / Security Deposit. Further s/he shall be banned / blacklisted and not allowed to participate in any tender.

28. Volume of Work:

- 28.1 The management does not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract.
- 28.2 The management shall also have the exclusive right to appoint one or more contractors at any time viz. at the time of award of the contract and/or during the tenure of contract for any or all the services and to divide the work as between such contractors in any manner that the management may decide and no claim shall lie against the District Manager by reason of such division of work.
- 28.3 In case the approved Transport contractor fails to transport Paddy/CMR during currency of the agreement due to any reason, the management shall have the right to rescind contract forthwith and/or take any other steps including imposition of penalty on the contractor. In that event the management shall have the right to make alternative arrangement.

29. Subletting:

- 29.1 The Transport Contractor shall not sublet, transfer or assign the contract or any part thereof without previous written approval of the District Manager.
- 29.2 In the event of the Transport Contractor contravening this condition, the District Manager shall be entitled to place the contract elsewhere on the contractor account and at his / her risk and the Transport 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.

30. Remuneration:

- 30.1 The Transport Contractor shall be paid with the remuneration in respect of the services described in Clause-4 & 5 and performed by them at the contract rate as illustrated at Clause-6.
- 30.2 The payment shall be made for the transport operation only for net quantity of Foodgrains. No payment shall be made for the weight of the containers / bags / packaging material.
- 30.3 Payment shall be made for the ***shortest truckable distance for one side distance*** covered in between PPC to mills for paddy and from mills to RRC/FCI depot for rice. The shortest truckable distance, as approved by the Collector, shall be final and binding for settlement of claims of the Transport Contractor.
- 30.4 If the Transport Contractor is required to perform any service in addition to those specifically provided for in the contract, the Transport Contractor's remuneration for the same will be paid at the rates as negotiated and fixed on mutual agreement.
- 30.5 The Transport Contractor shall have no claim on detention of vehicle both at despatching and receiving point for any reason.
- 30.6 **Recovery of shortage/ damage/ diversion of foodgrains:**
Shortages of stock / Damage of stock/ Diversion of stock in quantity and quality, during transit & delivery shall be recovered from the dues of the Transport Contractor. The value shall be recovered at following rate.
- Rice: At the economic cost of rice fixed by Govt. of India for KMS 2018-19,
 - Paddy: At MSP i.e Rs. 1750/- qtl. plus commission to societies @ 31.25/- qtl & RMC fees @ 2% of MSP.

31. Payment:

- 31.1 Payment will be made by the District Manager on submission of bills, in duplicate as per the format and procedure to be prescribed.

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

32. Duties and Responsibilities of the Transport Contractor:

- 32.1 The Transport Contractor is required to keep continuous & close liaison with the Secretary PACS, custom millers, District Manager and other officials of OSCSC in respect of procurement of paddy by PACS, weekly dates of opening of PPC, expected quantities of paddy to arrive at PPC and deploy adequate number of vehicles in time at each PPC for transportation of paddy. It must be ensured transport contractor that paddy is lifted and transported from the PPC to mills
- Similarly, the transport contractor shall keep continues liaison with custom millers, authorised officer of the mill District Manager and custom millers to make available required number of vehicles at the mills for transportation of CMR.
- 32.2 The Transport Contractor shall take complete care of the stocks from during transit till it is delivered.
- 32.3 The Transport Contractor shall always be bound to act with reasonable diligence and in a business-like manner and to use such skill as expected of person of ordinary prudence in the conduct of his / her activities.
- 32.4 The Transport Contractor shall engage competent and adequate staff to the satisfaction of Corporation for ensuring efficient transport operation in time.

- 32.5 The Transport Contractor shall be responsible for the good conduct of his / her employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of himself / herself, his / her servants or agents or representatives.
- 32.6 The Transport Contractor shall issue Identity Card with photograph to all his employees including driver & helper, manager, clerk etc.
- 32.7 The Transport Contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the Foodgrains during transportation. The Transport Contractor shall be liable for any loss which the Corporation may suffer from any loss in quantity and quality of stock transported by him / her. The decision of the District Manager on such loss shall be final and binding on the Transport Contractor.
- 32.8 The Transport Contractor shall provide sufficient number of tarpaulins for each truck to cover the Foodgrains during transportation to protect those from rains and other natural calamities. He/ She shall be responsible for any loss or damage that may arise due to his/ her failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the District Manager in this matter shall be final and binding on the Transport Contractor.
- 32.9 The Transport Contractor shall strictly abide by all rules and regulations of Transport Department, Police, Municipal Authorities and other local bodies.
- 32.10 The Transport Contractor shall not load more than permissible quantity of Foodgrains in each truck before transportation as provided under M.V. Act. If the Transport Contractor shall load the stock beyond permissible limit provided under the statute, he / she shall be responsible for such violation of statute & any consequential penalty thereof. The Corporation shall not be liable for such act of Transport Contractor.
- 32.11 The Transport Contractor shall be responsible for keeping a complete and accurate account of Transportation operation of Foodgrains undertaken by him / her and shall render accounts and furnish returns and statements in such a manner as may be prescribed by the District Manager or the Officer acting on his behalf.
- 32.12 The Transport Contractor shall obtain transit insurance coverage of the Foodgrains stocks at economic cost, purchase price & landing cost of rice, wheat & sugar respectively in the name of OSCSC Ltd. covering all type of risks from the point of loading to trucks, transporting to specified RRC-cum-DSC & till the stock is delivered at the RRC-cum-DSC. No shortage of Foodgrains will be admissible during transit

that may happen due to theft/fire/accident/riot/ flood or any other natural and unforeseen happenings.

32.13 The Transport Contractor shall be responsible for performing all or any of the service detailed in and arising out of this contract also at night without any additional remuneration, whenever required by the District Manager or an Officer acting on his/ her behalf.

32.14 The Transport Contractor shall, whenever required, supply petromax lamps for carrying out work during night.

32.15 The Transport Contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the Transport Contractor's negligence and un-workman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damage to foodgrains and for all damages or losses occurred to the Corporation or in particular to any property or plank belonging to the Corporation due to any act whether negligence or otherwise of the Transport Contractor himself / herself or his / her employees. The decision of the District Manager regarding such failure of the Transport Contractor and his / her liability for the losses etc. suffered by Corporation shall be final and binding on the Transport Contractor.

33. Others:

33.1 District Manager reserves the right to amend the Tender conditions at any time during the currency of contract, which shall be binding on the Transport Contractors.

33.2 The selected tenderer shall be required to execute an agreement with the Corporation in the prescribed form within the time as may be prescribed by the District Manager. Failure to comply any or all of the conditions of the agreement shall render the Transport 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 Transport Contractor in addition to forfeiture of security money and liquidated damages.

33.3 The tenderer whose EMD has been forfeited by OSCSC Ltd. earlier, will not be qualified.

- 33.4 The Transport Contractor shall guarantee the transportation of assigned quantity within the stipulated time, failing which the entire Security Deposit or part of it may be forfeited at the discretion of the District Manager.
- 33.5 If required so, the Transport Contractor shall submit the stamped receipts of different check gates located en-route in proof of transportation of foodgrains for release of his bills.
- 33.6 The selected tenderer shall provide the copies of the registration from competent Authority under following Act before execution of Agreement.

Registration under: -

- i. The Motor Transport Workers Act, 1961.
- ii. The Odisha Shops & Commercial Establishments Act, 1956.

33.7 ***Declaration:***

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

- 33.8 ***Involvement in criminal case, vigilance case & not blacklisted:*** The tenderer shall not be involved in any criminal case amounts to moral turpitude, vigilance case & is not blacklisted by any State or Central Government, by Central or State Agency or undertaking which shall be a disqualification for selection as Transport Contractor. To this effect the tenderer shall furnish an Affidavit in the prescribed format (***Annexure-IV***).

If any selected Transport Contractor is found to be involved in any criminal case, vigilance case & is blacklisted by any State or Central Government, by Central or State Agency or undertaking during contract period, the Agreement executed with the Transport Contractor shall be terminated forthwith without prejudice to other rights & remedies.

34. Instruction to fill up the Technical Bid:

- 34.1 The tenderer shall go through the Tender Documents thoroughly before filling the Technical Bid (***Annexure-I***) and submitting the same at District Office.

- 34.2 The number of pages in the Tender Paper and Tender Document to be checked to ascertain that all the pages are intact.
- 34.3 The Technical Bid has to be filled neatly and there shall be no overwriting.
- 34.4 All the columns of the Technical Bid have to be filled. Column which is not required to be filled by a tenderer, a cross mark (X) has to be given against that Column.
- 34.5 The tenderer shall affix a self-attested pass port size photograph on the Technical Bid at the specified space.
- 34.6 The tenderer shall enclose the cost of Tender Paper.
- 34.7 The tenderer shall enclose the cost of EMD of requisite amount.
- 34.8 All the documents as per the Checklist (***Annexure-II***) have to be submitted.
- 34.9 Conditional Bid shall not be accepted.
- 34.10 In case any Forged Documents noticed during verification of documents or period of Agreement, the EMD & Security Deposit, as the case may be shall be forfeited.
- 34.11 The tenderer shall submit a declaration stating the fact that he has agreed to the conditions, terms and other details of the Tender Paper and Documents (***Annexure-III***).
- 34.12 The tenderer shall submit the affidavit on not blacklisted in the prescribed format (***Annexure-IV***).
- 34.13 The Tender Paper & Technical Bid shall be signed by the tenderer only.
- 34.14 Documents to be enclosed as per ***Annexure-II*** have to be self-attested by the tenderer.

35. Instruction to fill up the Price Bid:

- 35.1 The rate shall be quoted for each quintal of Paddy/ Rice.
- 35.2 The rate for distance range 0-10 k.m. is to be quoted at flat rate
- 35.3 Rate (per k.m. per quintal) may be quoted for the subsequent distance range i.e. 11 k.m. to 40 k.m. and for from 41 k.m. & onwards.
- 35.4 The rate quoted shall be for all the services as specified at Clause- 4 & 5.
- 35.5 Transportation charges shall be paid at the agreed rate of the distance range for the quantity transported and for one side distance covered from Food Storage Depot, FCI/ Base RRC to RRC-cum-DSC.
- 35.6 Format for quoting the rates shall be submitted separately in a sealed cover, superscripting "PRICE BID".
- 35.7 Envelope containing TECHNICAL BID will be opened first and scrutinized on the day of opening of tender paper & Technical Bid.

35.8 Only the PRICE BID of qualified tenderers on scrutiny of TECHNICAL BID shall be considered and opened.

36. Jurisdiction of The Court:

36.1 In the event of any dispute covering or arising out of this contract/agreement the jurisdiction of the court shall be at District Headquarter for the district for which the Transport Contractor has been appointed. It is hereby expressly agreed that neither party shall be competent to bring any case/suit in regard to the matters covered by this agreement at any place outside District Headquarter.

36.2 It is expressly agreed & declared by & between the parties hereto that all amounts due to the Corporation under the terms of agreement, if not paid in time be recoverable under Orissa Public Demand Recovery Act-1962 (Orissa Act-1 of 1963) or through civil court & shall bear interest @ 11% per annum from the date when such payment falls due up to the date of final recovery. Besides criminal action shall also be taken against the defaulting Transport Contractor in appropriate court of law by following the provisions of Law in force.

TECHNICAL BID

FOR APPOINTMENT OF PADDY & RICE TRANSPORT CONTRACTORS FOR
TRANSPORTATION OF PADDY FROM PPC TO MILL POINT AND CMR FROM RICE MILLS
TO RRC/FOOD STORAGE DEPOT, FCI,

Space for affixing
self attested recent
passport size
photograph

- 1 Name: _____
- 2 Details of Earnest Money Deposit: BD/ Bankers Cheque No. _____
date _____ of Rs.1,00,000/- of _____ Bank payable at

- 3 Name of Proprietor/Partner/ Company:

(Names of all Directors/ Partners shall be mentioned)

(Put '√' mark whichever is applicable)
- 4 Full address of Registered Office (with Pin Code) & Police Station:

_____Tel
ephone No: _____ Mobile No: _____
FAX No.: _____ E-Mail Address: _____
- 5 Full address of Operating/ Branch Office (with Pin Code) & Police Station:

_____Tel
ephone No: _____ Mobile No: _____
FAX No.: _____ E-Mail Address: _____

6. Name, telephone no./ mobile no. and email address of authorized officer/person to coordinate with the office of the CSO-cum-District Manager: _____

7. Banker of the tenderer: _____

(Attach certified copy of statement of A/c for the last three months)

Address & Telephone Number of Banker: _____

8. Successful tenderer shall furnish required Security Deposit, Solvency Certificate etc. before execution of agreement. Please refer to the Para 12 on submission of Solvency Certificate.

9. Details of Transport Vehicles in the name of the tenderer (Optional).

Registration Number of vehicle.	Fitness Certificate Number, if any.	Type of vehicle (Heavy, Medium, Light).

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

11. Registration No in the case of Partnership firm/ Company: _____

12. Affidavits mentioning that he/she/firm/company/family is not blacklisted by any Govt. organization / undertaking or that no criminal or vigilance case is pending.

13. Additional information, if any
(Attach separate sheet, if required)

I do hereby undertake that, I have agreed to the terms and conditions of the Tender Paper and Document and have quoted the rate for all the transport operations as specified at Clause-4 & 5 of the Tender Paper. I have enclosed the required documents self-attested by me as specified in Checklist **(Annexure-II)**.

(Signature of the Issuing Officer)

30

(Signature of the tenderer)

Place:

Date:

Signature of tenderer / Authorized person

Name:

Seal:

Telephone No.

Mobile No.

Email address :

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

1*	Tender paper & tender documents signed by tenderer.	
2*	EMD & cost of tender paper	
3	Copy of Partnership Deed/ Articles of Association/ Memorandum of Association/ Bye-laws/Certificate of Registration as applicable – Self attested by tenderer	
4	Authorization letter in submitting the tender paper on behalf of the Partnership Firm/ Company – Self attested photo copy.	
5	Copy of the Income Tax Return for the assessment year 2018-19 (Financial year 2017-18) and copy of PAN No – Self Attested photo copy.	
6	Statement of Bank account for the last 03 months	
7	Copy of the Registration Certificate issued by the State Transport Authority to operate in more than one region for transport work under “The Carriage by Road Act’ 2007” & “The Carriage by Road Rule’ 2011” – Self attested.	
8	Affidavits mentioning that he/ she/ firm/ company/ family is not blacklisted by any Govt. Organization/ Undertaking or that no criminal or vigilance case is pending against the tenderer <i>[Annexure-III]</i>	

Place:

Signature of tenderer/ authorized person

Date:

Name:

Seal:

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 paddy & rice, I/my firm/company am/is an intended bidder to participate in the said tender process.
- 2) That as per terms & conditions of the tender documents, I am to declare that, I/my firm/company have not been blacklisted by any Central/State Govt. Organisation or by any Public Sector undertakings of the State/Central Govt.
- 3) That neither any criminal case nor any vigilance case is pending against me/my firm/company before any forum.
- 4) That this affidavit is required to be produced with tender paper before Managing Director, OSCSC Ltd.
- 5) That the facts stated above are true to the best of my knowledge and belief.

Identified by me

Deponents

Advocate

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

Deponent

**Executive Magistrate/
Notary Public _____**

PRICE BID - Paddy

DISTRICT: _____

SI No.	Distance Range		QUOTED RATE (In Rs.)	
			In figures	In words
i.	0-10 k.m.	Flat rate per qtl.		
ii.	11 k.m. to 40 Km.	Per qtl/k.m.		
iii.	41 Km & onwards	Per qtl/k.m.		

*** N.B.**

- The rate for distance range 0-10 k.m. is flat
- Rates (per k.m. per quintal) shall be quoted for the subsequent distance range i.e. 11 k.m. to 40 km and for 41 km onwards.
- The rates shall be quoted in rupees upto two decimal places. Example- Rs.17.50, Rs.0.47, Rs.0.49 likewise.

Date:

Signature of tenderer / Authorized person

Place:

Name:

Seal:

PRICE BID - Rice

DISTRICT: _____

SI No.	Distance Range		QUOTED RATE (In Rs.)	
			In figures	In words
i.	0-10 k.m.	Flat rate per qtl.		
ii.	11 k.m. to 40 Km.	Per qtl/k.m.		
iii.	41 Km & onwards	Per qtl/k.m.		

*** N.B.**

- The rate for distance range 0-10 k.m. is flat
- Rates (per k.m. per quintal) shall be quoted for the subsequent distance range i.e. 11 k.m. to 40 km and for 41 km onwards.
- The rates shall be quoted in rupees upto two decimal places. Example- Rs.17.50, Rs.0.47, Rs.0.49 likewise.

Date:

Signature of tenderer / Authorized person

Place:

Name:

Seal: