

ORISSA STATE CIVIL SUPPLIES CORPORATION LIMITED
PLOT NO.C/2, NAYAPALLI, BHUBANESWAR-12

TENDER DOCUMENTS (Cost Rs.10, 400/- inclusive of VAT)

Tender Documents comprising 31 pages are issued in duplicate, out of which one copy to be retained by the tenderer & the other copy to be submitted through Speed Post/Registered Post/Courier Service only. The envelop containing Tender & other documents as mentioned in subsequent paragraphs and superscribed with words "TENDER PAPER FOR TRANSPORTATION OF GUNNY BAGS" shall be submitted to the Managing Director, OSCSC Ltd, at C/2 Nayapalli, Bhubaneswar.

INVITATION TO TENDER & INSTRUCTION TO TENDERERS

FOR

APPOINTMENT OF TRANSPORT CONTRACTORS FOR ROAD TRANSPORTATION OF NEW B. T. WILL GUNNY BALES FROM DIFFERENT JUTE MILLS LOCATED IN THE STATE OF ORISSA TO CUSTOM MILLERS PREMISES/PRIVATE HIRED GODOWNS/OSCSC LTD. OWN GODOWNS/HIRED GODOWNS OF CWC & OSWC LOCATED IN DIFFERENT DISTRICTS IN THE STATE OF ORISSA.


- (i) Last date and time of receipt of Tender documents is 04.01.2012 till 3.00 P.M.
- (ii) (a) Tender Documents are to be opened on 04.01.2012 at 4.00 P.M.
(b) Tenders are to remain open for acceptance for 45 days inclusive of date of tender opening.

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.

- (iii) If the date on which tender is scheduled to be opened falls on holiday, next working day shall be the date for opening of Tender Documents at same time, so also incase of receipt of tender documents.

A. GENERAL INFORMATION

Orissa State Civil Supplies Corporation Ltd. (OSCSC Ltd.) intends to appoint Transport Contractors for transportation of New B. Twill gunny bags contained in bales (500 bags per bale) by road from different Jute Mills located in Orissa as assigned by D G S & D/ Managing Director/ General Manager/District Managers of OSCSC Ltd., to the premises of Custom Millers/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC located in different districts in the State of Orissa during KMS 2011-12. The volume of gunny bales to be transported at one time shall vary as per need from time to time.


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(Signature of the Tenderer)

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 Ltd. Own Godowns/Hired Godowns of CWC & OSWC, labour charges at those godown points/custom miller premises, labour union problems, time required for loading and unloading etc. detention time, and quote his rate accordingly considering all those and any other factors considered relevant. 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 Orissa to Custom Millers premises/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC located in all the Districts of State of Orissa. The toll tax and any other taxes enroute shall be borne by the contractor.
- 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 located in all the Districts of State of Orissa.


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

B. BIDDING PROCESS

Potential bidders participating in the tenderer process are required to submit detailed technical bid and price bid in response to the Tender Call Notice.

Earnest Money Deposit (EMD) & Technical Bid shall be contained in separate sealed envelopes clearly marked “**EMD**”, “**Technical Bid**” as per detailed norms specified below.

- ⇒ FIRST Sealed Envelope will contain only the EMD. This envelope shall be marked : **“PART-I – EMD”**
- ⇒ SECOND Sealed Envelope will contain the Technical Bid. This envelope shall be marked : **“PART-II – TECHNICAL BID”**
- ⇒ THIRD Sealed Envelope will contain the **FORMAT FOR QUOTING THE RATES (Appendix-IV)**. This envelope shall be marked **“PART-III-PRICE BID”**.
- ⇒ FOURTH Sealed Envelope shall contain all the THREE envelopes sealed separately i.e. **EMD, TECHNICAL BID & PRICE BID**.


(Signature of the Issuing Officer)


(Signature of the Tenderer)

C. OTHERS

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.
2. *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 is or they are signing the tender, e.g. as sole proprietor of a firm or as a Secretary / Manager / Director etc., of a Limited company or as a partner of a partnership firm. The names of all the partners 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. In case of Hindu Undivided Family, the names of the family members shall be disclosed and the Karta, who can bind the firm, should sign the form and indicate his status below his signature.
- (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.

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. In the case of Hindu Undivided Family "Power of Attorney" shall be executed by the Karta of the family who by his signature can bind the HUF.

The successful 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.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

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

Each tender must be accompanied by an EMD of **Rs.5,00,000/- (Rupees Five Lakhs)** only in form of Demand Draft issued by any Nationalized Bank and drawn in favour of Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar, payable at Bhubaneswar. Tenders not accompanied by EMD shall be summararily rejected.

Earnest money shall be forfeited in the event of the tenderers' failure, (after finalization of tender) to furnish the requisite security deposit by the due date to execute the agreement and take up the work, *without prejudice to any other rights and remedies of Corporation under the contract and law*. The earnest money shall be refunded to all unsuccessful tenderers, after decision on tender is finalized. No interest shall be payable on the amount of earnest money, under any circumstances. The EMD furnished by the successful tenderer can be adjusted towards Security Deposit if desired by him in writing.

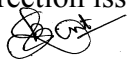
Tenders not accompanied with all required documents, Schedules / Annexures, and not duly filled in and unsigned shall be liable for rejection at the discretion of OSCSC Ltd.

4. **Security Deposit:**

- (i) Successful tenderer shall furnish a security deposit of Rs.15,00,000/- (Rupees Fifteen Lakhs) only within such time as intimated by the Corporation, failing which his EMD shall be liable to be forfeited solely at the discretion of OSCSC Ltd. The security deposit may increase with increase of volume of transaction of B. Twill Gunny Bags if required so by, OSCSC Ltd. which shall be binding on the contractor.
- (ii) The Security Deposit shall be in shape of a Bank draft issued from any Nationalized Bank in favour of the Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar for a period of one year.
- (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.

5. **REQUIREMENT OF VEHICLES:**

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.


(Signature of the Issuing Officer)

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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.


6. Delivery of Tender Documents:

- a. The tenderers shall submit tender documents duly filled in, complete and signed on each page in a sealed envelope superscribed with words “TENDER PAPER FOR TRANSPORTATION OF GUNNY BAGS” addressed to Managing Director, OSCSC Ltd. C/2, Nayapalli, Bhubaneswar-12. All tender documents are required to be submitted through Speed Post/Courier Service/Registered Post only to the Managing Director, OSCSC Ltd, at C/2 Nayapalli, Bhubaneswar-12, which shall reach on or before 04.01. 2012 till 3.00 P.M.
- b. Tender Documents shall be accompanied with an earnest money of Rs.5.00,000 (Rupees Five lakhs) only in shape of Bank draft from any Nationalized Bank duly drawn in favour of Managing Director, OSCSC Ltd, Bhubaneswar. The tenderers, who have downloaded the tender from the website shall have to pay an amount of Rs.10,400/- only (Rupees Ten Thousand four hundred only) along with the Tender. The amount of Rs.10,400/- shall have to be in the form of a demand draft issued by any Nationalized Bank in favour of Managing Director, OSCSC Ltd., Bhubaneswar payable at Bhubaneswar.
- c. All credentials, affidavits, documents and copies of certificate / information called for shall be submitted along with the Tender documents.
- d. The tenderers are required to quote their rates per bale in respect of Jute Mills located in Orissa.

7. Opening of Tenders:

Tender Documents shall be opened in the chamber of FA & CAO, OSCSC Ltd. C/2, Nayapalli, Bhubaneswar on the date and time indicated or at such other place in the registered office as may be decided by the FA & CAO. The tenderers shall be at liberty to be present either in person or through an authorized representative at the time of opening of tender. The authorized representative(s) shall furnish the authorization letter duly executed by tenderer before opening of tender.

If the last date for submitting tenders happens to be a holiday, tender documents will be received & opened on the next working day following the holiday.


(Signature of the Issuing Officer)

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8. Quoting of same rates by more than one tenderer


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 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.

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

10. Interviews and acceptance of tender: 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). 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. 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.

11. Execution of Agreement:

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 photograph duly attested by gazetted officer. 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.


(Signature of the Issuing Officer)

(Signature of the Tenderer)


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

TECHNICAL BID

Orissa 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 Orissa to Custom Millers premises/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC located in all the Districts of State of Orissa.

I. Definitions:-

- i) The term '**Contract**' shall mean and include the notice inviting tender, invitation to tender, incorporating the instruction to tender, the tender documents, its annexure 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 Orissa 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 Orissa, Bhubaneswar.
- vi) '**District Manager**' shall mean the District Managers of OSCSC, working in a Revenue District.
- vii) **The terms "contractor", contractors, 'Transport Contractor'** shall mean & include a contractor 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(including adopting children & dependants 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.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

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/s :**

- 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 or a Hindu undivided family. The composition of the partnership names and addresses of all partners, names and addresses of all Directors of Companies or name of the Karta of Hindu Undivided Family as the case may be, shall also be indicated. Similarly in case of Cooperative Society, the name of Secretary, by-laws and areas of operation shall be indicated. The Contractor shall 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 without prior approval of Corporation in writing. The contractor shall notify to the Corporation the death / resignation of any of their partner / directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

IV. **Subletting:**

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.


(Signature of the Issuing Officer)


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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 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 Employees Provident Funds Act, 1952, 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 payable by such employees and deposit the same with concerned PF authorities. 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


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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 contractors 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.

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


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Corporation also to payment 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 one year from the date of execution or such earlier/later date as may be decided solely by the Managing Director. But 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 on the same rates, terms and conditions.
- ii) To terminate the contract at any time during its currency without assigning any reasons there of giving thirty days notice in writing to the contractor at their last known place of residence /business and the contractor shall not be entitled to any compensation by reason of such premature termination.
- iii) To award similar works on the basis of said contract on mutual agreement with other contractor.

IX. 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.**



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- 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 DGS&D/Jute mills assigned by 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.**

X. Security Deposit:

- a) On acceptance of the tender, the contractor shall be required to make security deposit of Rs.15,00,000/- (Rupees Fifteen lakhs) only in shape of Bank draft issued by any Nationalized Bank and drawn in favour of Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar payable at Bhubaneswar, within such time as may be decided by the Corporation, 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.



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- d) In the event of premature termination of the contract as envisaged in Clause-viii & ix, 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.

XI. 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.


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- 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.

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 in 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 General Manager, 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. The mere mention of initial 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 Corporation shall also have the***


(Signature of the Issuing Officer)

(Signature of the Tenderer)

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.


- b) 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 contract 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.
- c) The Corporation shall also have the right to appoint transport contractor(s) from among the selected transport contractors for the purpose on negotiation, where no transport contractor(s) selected for the purpose is willing for transportation of New B. Twill Gunny Bales (500 bags of 50 KG capacity per bale).

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 Andhra Pradesh & West Bengal, 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 all the Districts of State of Orissa.

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

- c) 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.
- d) 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.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

- e) 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.
- f) Shortages in transit shall be recovered from bills 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. 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 cheque draft /e-payment system for which the following details shall be provided by the contractors immediately after commencement of the work:-
- (1) Bank Account No.
 - (2) Name of the Bank
 - (3) Bank RTGS code (IFSC Code)
 - (4) PAN No.

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 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 Corporation may suffer on this account.

XVIII Laws governing the contract:-

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


XIX. Duties and Responsibilities of the Contractor/Tenderer.

1. The contractor is required to keep continuous & close liaison with the officials in charge of Corporation Head Office, District Managers and other officials of OSCSC in respect of proposed lifting & transportation, loading, transportation, unloading and ensure complete care of the stocks from the time of its loading till it is received and stored in specified godowns.


(Signature of the Issuing Officer)


(Signature of the Tenderer)

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, 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. 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 RTO, Police, Municipal Authorities and other local bodies of Orissa State.


(Signature of the Issuing Officer)


(Signature of the Tenderer)

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 prescribed by the Managing Director or the Officer acting on his behalf.
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, supply petromax lamps 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 and unworkman 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 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.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

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 to 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 statement from any nationalized/ scheduled commercial bank for his financial transactions of minimum Rs.50.00 Lakhs during each of the financial year 2009-10 and 2010-11.
18. The tenderer shall enclose copy of his registration certificate with state / regional Government transport authority (as applicable in the concerned state) of concerned state as registered transport contractor.
19. The tenderer shall have annual turnover of transportation business of at least Rs. 50.00 Lakhs each during last two financial years i.e 2009-10 & 2010-11 The tender has to enclose the copy of the annual audited accounts for the last two years i.e. 2009-10 and 10-11 with tender documents.
20. The tenderer shall be duty bound to enclose an affidavit duly sworn before an executive magistrate to the effect that he has not been blacklisted / debarred by any Government, Central or State PSU or any Government agencies for any work under taken by him.
21. **It shall be exclusive discretion of OSCSC to consider or not to consider the case of a tenderer whose EMD has been forfeited by OSCSC Ltd. earlier for any work.**



(Signature of the Issuing Officer)

(Signature of the Tenderer)

22. 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.
23. 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 Orissa to Custom Millers premises/ Private hired godowns/ OSCSC Ltd. Own Godowns/ Hire Godowns of CWC & OSWC located in different districts in the State of Orissa. 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. However such cancellation and forfeiture of security shall be purely at the discretion of OSCSC Ltd.,
24. 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 statute & any consequential penalty thereof. The Corporation shall not be liable for such act of contractor.
25. The transport contractor, who has performed transportation work of any kind at least for two financial years (09-10 & 10-11) for Central Governments, any State Government any Central or State Agency or public sector undertakings shall be eligible to participate in the tender. The Tenderer shall enclose proof of such experience along with tender document
26. If required so at any time, the contractor shall submit the stamped receipts of different check gates located enroute in proof of transportation for release of his bills.
27. The contractor after awarding of the contract shall be duty bound to furnish such documentary evidence (like executed Acceptance notes, executed way bill etc.) as may be prescribed and intimated to him subsequently by the Corporation for release of his payment.

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 Orissa Public Demand Recovery Act (OPDR Act, 1962) and the jurisdiction of the court shall be within the State of Orissa. Neither party is competent to bring any suit out side the State of Orissa.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

APPENDIX-I

(To be filled in by the tenderer)

I. Name, Date of birth, address of the tenderer and, telephone no., fax no/ E Mail address:

II COMPOSITION OF TENDERER

It should be stated whether the tenderer is a Hindu Joint Family business, Proprietorship concerned or registered partnership firm or a Limited Company or Labour Cooperative Society, In case of Labour Cooperative Society, the certificate for area of operation, bye-laws/resolution to participate in the tender etc. be specified. The names and date of birth of all Partners/ Directors, Proprietors, Karta of Joint Family should be given. It should be certified that there are no undisclosed partners. In the case of Limited Companies, the authorized and paid up capital should be stated. In case of Labour Cooperative Society, the certificate for area of operation, bye-laws/resolution to participate in the tender etc. be specified.

III. BUSINESS IN WHICH THE TENDERER IS EMPLOYED:-

The nature of business in which the tenderer or partners of the tenderer's firm are engaged should be stated together with particulars of where head office and branches if any, are located.

IV EXPERIENCE OF WORKING:-

Full particulars should be given if the tenderer has worked as a Transporter of Gunny. The period for which the work has been done should be clearly indicated. The certificates to support the statements be attached.


V TENDERER'S BANK/S: -

The names of the Bank or Banks and (the Branches with which the tenderer has dealing and who can certify tenderer's financial transactions should be given.

Place _____

Dated _____

(Capacity in which signing)


(Signature of the Issuing Officer)

(Signature of the Tenderer)

APPENDIX – II

TECHNICAL BID
FINANCIAL SOUNDNESS AND BUSINESS COMPETENCY DATA
OF
TRANSPORT CONTRACTOR
FOR

**TRANSPORTATION OF B. TWILL GUNNY BALES (500 BAGS OF 50 KG CAPACITY PER
BALE) OF ORISSA STATE CIVIL SUPPLIES CORPORATION**

- (I) Terms and conditions (signed under seal)
(II) List of documents enclosed (as per instructions given in Tender Documents)

Documents Attached.

- | | | |
|-----|---|--------|
| 1. | Certified copy of Partnership deed/Articles of Association /
Memorandum of Association/Bye-laws etc. as applicable | Yes/No |
| 2. | Certificate of Registration | Yes/No |
| 3. | Authorization letter | Yes/No |
| 4. | Certificates of experience for preceding two financial years | Yes/No |
| 5. | Letter from the bank on financial transactions | Yes/No |
| 6. | Bank Statement for last two years from Banker(s) | Yes/No |
| 7. | Latest Income tax clearance certificate and copy of PAN No. | Yes/No |
| 8. | Audited balance sheet P & L account of preceding two
financial years (Xerox copies to enclosed) | Yes/No |
| 9. | Affidavits mentioning. | |
| (i) | Not blacklisted/debarred. | |

III) **TECHNICAL EXPERTISE**

- 1) WORK EXPERIENCE: for preceding two financial years in transportation work for central Government any state Government or any PSU under central & state Government agency.
(Enclose Certificates)

2.	Whether your firm/company had been blacklisted/Debarred by OSCSC; FCI or any other Public Sector/Govt./Quasi-Government Organization/ any other client?	Yes / No
3.	Whether your contract was terminated before expiry of Contract period or Security deposit/EMD forfeited by OSCSC; FCI or any other public sector/Govt./Quasi-Government Organization /any other client?	Yes / No

Note:


- i) The blacklisted/Debarred parties by OSCSC, FCI or Govt. Quasi Govt. Organisation shall not be qualified at the discretion of OSCSC.
- ii) The parties whose EMD was forfeited on serious / grave ground in the past by OSCSC / FCI shall not be qualified at the discretion of OSCSC.
- iii) OSCSC reserves the right not to consider parties having any dispute with OSCSC in order to protect its interest.

IV FINANCIAL SOUNDNESS:

1. Name of bankers, address & Telephone Nos.
2. Details of credit limits / facilities enjoyed
(Pleas give certificate from the Bank)
3. Income Tax PAN Number of the Firm / Individual / Company / H.U.F.
4. Details of Balance Sheet and audited accounts of the Firm for the preceding two years.
(Please enclose copies for the preceding two financial years (duly audited))
5. Affidavits
6. Copies of registration certificates with state/Regional transportation department/Authority.

**(Signature & Seal)
(Authorized Signatory)**

(Strike off whichever is not applicable)


(Signature of the Issuing Officer)


(Signature of the Tenderer)

List of Partners/ Directors

Sl. No.	Full Name of the Partner / Director
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company mentioned at SI. Nos. is/are common/ not common (Strike of whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/ Director in other firm who has also applied for pre-qualification against same advertisement, please mention the name of the Firm/ Firms.

(Signature & Seal)
(Authorized Signatory)


(Signature of the Issuing Officer)

(Signature of the Tenderer)

Declaration about relationship with Employee of OSCSC

I/We hereby solemnly declare that the proprietor / one or more Partners / Directors of this firm / company has relationship / has no relationship (Strike off whichever is not applicable) with the employee of OSCSC (name and designation, place of posting of employee to be mentioned).

(Signature & Seal)
(Authorized Signatory)

Declaration of membership of any Goods Transport Association.


Give details if so;

Name & Address of the Association;

With Telephone/Fax No.

I/We certify that all information furnished by me/his is correct and true and in the event that the information given is found to be incorrect/ untrue, OSCSC shall have the right to disqualify me/us without giving any notice or reasons thereof.

(Signature & Seal)
(Authorized Signatory)


(Signature of the Issuing Officer)

(Signature of the Tenderer)

APPENDIX-III

(Reference Clause VII (d) of the terms and conditions governing the contract.)

1. 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.
 - I) 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.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

III **FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES :-**

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

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his/ her employment, 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.



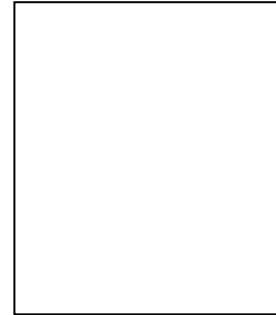
(Signature of the Issuing Officer)

- 27 -

(Signature of the Tenderer)

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


(Signature of the Issuing Officer)


(Signature of the Tenderer)

APPENDIX-IV (PRICE-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, insurance charges etc.
- c) Format for quoting the rates shall be submitted separately in a sealed cover, superscribing “**PRICE BID**”. Envelope containing TECHNICAL BID will be opened first and scrutinized on the day of opening of tender paper. Only the PRICE BID of a qualified tenderer on scrutiny of TECHNICAL BID shall be considered and opened.

Source	Destination	Rate quoted per bale
Mills located any where in Orissa State	Any where in Orissa	Rs.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

APPENDIX – V

Tenderer's

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

Photograph

From :-

.....
.....
.....

To

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

Dear Sir,

I/We submit the sealed tender for appointment as transport contractors for transportation of B. Twill Gunny Bags.


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

I/We offer to work: -

At the rates given in the schedule of rates in appendix –iv for all services mentioned in tender documents.

3. I/We would like to commit that in case of any difference/ variation in the quote made, between figures and in words, only the lower of the two rates quoted either in figures or in words shall be construed as correct and valid. If any correction/ overwriting has not been authenticated by me by my full signatures, my tender be declared null and void.

4. I/We agree to keep the offer open for acceptance up to and inclusive of _____ and to the extension of the said date by fifteen days in case, it is so decided by the OSCSC LtdI/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


(Signature of the Issuing Officer)

(Signature of the Tenderer)

remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.

5. Demand draft No..... dt..... On (Name of Bank), for Rs..... (Rupees) only is enclosed as earnest money. 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.
6. I/We do hereby declare that the entries made in the tender and appendixes/ schedules attached therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/us instead to carry on the business of the concerned, whether any intimation of such change is given to the District Manager, OSCSC Ltd. or not.
7. The following documents are enclosed with this tender duly filed and signed : -
 - 1)
 - 2)
 - 3)
 - 4)
 - 5)
 - 6)

Yours faithfully,

Signature of tenderer
Capacity in which signing


Signature of constituted attorney

Name :
Address :
Date :

Name, date of birth
And address of attorney:-

Signature of witness with date :

Name and address of witness :


(Signature of the Issuing Officer)

(Signature of the Tenderer)