

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

Tender No.3002/ Dated 25.02.2019

TENDER DOCUMENTS

Tender Documents comprising of **48** pages (including annexures and appendices) are issued in duplicate, out of which one copy is to be retained by the tenderer & the other copy is to be sent to Corporation Head Office strictly through Regd. Post/Speed Post/Courier Service only.

Cost of Tender Paper – Rs.10000/- (Rupees Ten Thousand only).

INVITATION TO TENDER & INSTRUCTION TO TENDERERS

FOR

**APPOINTMENT OF TRANSPORT CONTRACTORS FOR TRANSPORTATION OF
CUSTOM MILLED RICE (CMR)**

- i. **Last date and time of receipt of Tender Papers – 18.03.2019 at 5.00 PM.**
- ii. Tenders are to remain open for acceptance within 45 days inclusive of date of tender for opening.

Note: - *The Managing Director, OSCSC Ltd, Bhubaneswar may at his own discretion, extend this day by 15 (fifteen) days and such extension shall be binding on the tenderers.*

- iii. **Tender Papers to be opened on 19.03.2019 at 11.00 AM.**
- iv. If the date on which tender is scheduled to be opened falls on any holiday, next working day shall be treated as the date for opening of Tender Papers at same time, so also in case of receipt of tender papers.

1. GENERAL INFORMATION

Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.) intends to appoint Transport Contractors for transportation of CMR by road from source districts to recipient districts. The details of source districts and recipient districts are given below:


(Signature of the Issuing Officer)

(Signature of the Tenderer)

A. PLACES OF OPERATION AND BRIEF DESCRIPTION OF WORK:

i.

Sl. No.	Source Districts	Recipient Districts
1	Bargarh	Keonjhar
2		Mayurbhanj
3	Sambalpur	Kendrapada
4		Keonjhar
5		Jagatsinghpur
6		Mayurbhanj
7	Subarnapur	Jagatsinghpur
8		Mayurbhanj
9	Boudh	Kandhamal
10	Nayagarh	Puri
11	Bhadrak	Mayurbhanj
12	Balasore	Mayurbhanj
13	Jharsuguda	Keonjhar
14	Ganjam	Gajapati

- ii. The tenderer must get himself/herself fully acquainted with the loading, unloading points, distance involved from Rice Receiving Centre (RRC) of source district to RRC of recipient District.
- iii. **The tenderer shall quote the rates for transportation being acquainted with prevailing conditions both at source districts as well as recipient districts relating to problems and matters such as charge of Trucks' Union, Toll Gate Fees, Ghat Roads, Short Distance, Inaccessible Pockets, Natural Barriers etc. He/she shall consider all these factors & also all other factors as may be necessary viz. prevailing trend of inflation in fuel rates for quoting his/her effective rate.**


(Signature of the Issuing Officer)

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- iv. The RRC may be a Corporation godown or Private godown or Corporation hired godown managed by CWC/OSWC or godown of CWC/OSWC or godown constructed under PEG scheme.
- v. The contractors are required to perform weighment & transportation of CMR from RRC of source district to RRC of recipient district.

B. BIDDING PROCESS:

Potential bidders participating in the final bidding process will be required to submit a detailed **Technical Bid & Price Bid** in response to the Tender Call Notice.

EARNEST MONEY DEPOSIT (EMD), TECHNICAL BID & PRICE BIDS should be contained in separate sealed envelopes clearly marked “**EMD**”, “**TECHNICAL BID**” & “**PRICE BID**” as per detailed norms specified below.

- ⇒ **FIRST** Sealed Envelope will contain the EMD and COST OF TENDER PAPER. This envelope should be marked: “**EMD**”
- ⇒ **SECOND** Sealed Envelope will contain the INSTRUCTIONS TO TENDERERS, PART-I TECHNICAL BID & its ANNEXURES. This envelope should be marked: “**TECHNICAL BID**”
- ⇒ **THIRD OR MORE** separate Sealed Envelope(s) will contain the PRICE BID(s). These envelopes should be marked “**PRICE BID: _____ DISTRICT TO _____ DISTRICT**”.
- ⇒ **FINAL** Sealed Envelope will contain all the above envelopes sealed separately i.e. **EMD, TECHNICAL BID & PRICE BID(S)**.
- ⇒ The tender consists of two parts i.e. **(1) Technical Bid (2) Price Bid**.

- **Technical Bid**

Envelope containing Technical Bid will be opened first and scrutinized on the day of opening of tender papers. The process may continue to the succeeding working days if scrutiny is not over on the day of opening of Technical Bid.

- **Price Bid**

Tenderers who qualify on the scrutiny of Technical Bid shall be intimated for opening of their Price Bid. Price Bid of tenderers who do not qualify in the Technical Bid shall not be opened & no correspondence shall be made with them.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

C. OTHERS:

The contract, if any, which may eventuate from this tender, shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the tenderer and provisions contained in the tender documents.

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

- i. The tenderer must furnish full, precise, correct and accurate details in respect of information asked for in the tender documents.
- ii. **Signing of tender papers:** Person or persons signing the tender papers shall state in what capacity, he/she is or they are signing the tender e.g. as Sole Proprietor of a Firm or as a Secretary / Manager / Director etc. of a Limited Company or as a Partner of a Partnership Firm. The names of all the partners should be disclosed and the tender paper 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. Copy of the registered partnership deed shall be furnished with the tender papers. In case of a Limited Company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the company. A copy of the Memorandum and Articles of Association of the Company along with copy of the resolution of the company authorizing the person who will sign the tender paper on behalf of company shall be attached to the tender document.

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 said registered Power of Attorney, his tender papers shall be liable for rejection, without prejudice to any other rights of the Corporation, under the Law and EMD paid by him/her will be forfeited.

The Power of Attorney shall be executed by all the partners in the case of partnership concern; by the proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a limited company and shall be jointly & severally responsible for any loss to the Corporation.


(Signature of the Issuing Officer)

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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.

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

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

2. PREREQUISITES FOR TENDER (QUALIFICATION CONDITIONS):

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

- i. The tenderer shall furnish certificate from any Nationalised or Scheduled Bank indicating his/her financial capability for an amount not less than Rs.2.00 crores. The tenderers are to furnish financial capability certificate issued not prior to 03 months from publication of tender as per the sample format enclosed at **Annexure-2**.
- ii. The tenderer shall have experience in Transportation/ Handling & Transportation of foodgrains and he/she should have carried out transportation of foodgrains at least having turnover of Rs.2.00 crores in last three financial years i.e. for 2015-16, 2016-17 & 2017-18 in any State/Central Government PSU, State/Central Government Agencies or State Government/Central Government.

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

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

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

In such case, the tenderer shall **submit an undertaking** along with the tender documents to the effect that *"in lieu of experience certificate s/he shall submit additional security deposit equivalent to 50% of the total security deposit due to him/her in shape of Demand Draft / Fixed Deposit & Bank Guarantee issued from any Nationalised/ Scheduled Bank in favour of the Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar at the time of execution of agreement for the entire agreement period or any such period as will be decided by the Corporation"*.

- iv. The tenderer shall furnish an affidavit in the prescribed format (enclosed at **Annexure-4**) declaring that no criminal/vigilance case(s) pending in his /her name


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or in the name of his firm (sole proprietorship/ partnership/company) before any legal forum and his/her firm has/have never been black listed by any State/Central Government PSU, State / Central Government Agencies or by State Government/Central Government.

- v. The tenderer shall furnish an affidavit in the prescribed format (enclosed at **Annexure-5**) declaring non-involvement in commercial interest of his family members or partners along with their family members or directors along with their family members, as the case may be, for consideration of her/his appointment under this tender.
- vi. In case the tenderer is a firm/company, copy of registration certificate issued by the Competent Authorities as provided under the statute, is to be furnished.
- vii. The tenderer shall enclose statement from his banker for his financial transactions of last one month preceding to the publication of Tender Call Notice.
- viii. The tenderer shall furnish latest Income tax return for the Assessment Year 2018-19 (Financial Year 2017-18) and copy of PAN Card.
- ix. The tenderer shall furnish copies of duly audited Balance Sheet, P & L Account of the financial year 2015-16, 2016-17 and 2017-18.
- x. The tenderer shall furnish Registration Certificate in support of their transportation work under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011" issued by the State Transport Authority (STA) or Regional Transport Authority (RTA).
- xi. The tenderer shall have minimum 5 (five) number of heavy vehicles with capacity to carry foodgrains of quantity to the tune of 9 M.T. or more at a time. The heavy vehicle like tipper shall not be considered as a vehicle carrying foodgrains for the purpose of this tender. (Details may be referred at Clause-6).
- xii. The tenderer shall submit the copy of registration certificate from Competent Authority as required under following Laws at the time of execution of Agreement.

The Registration Certificate under the provisions of:

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

3. DISQUALIFICATION CONDITIONS:

- i. **No person shall be appointed as a Transport Contractor under this tender process, if s/he or any of her/ his family members has a commercial interest in a business relating to custom milling of rice for OSCSC Ltd. under DCP**


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scheme of Govt. of India for any source and/or recipient district for which s/he intends to apply under this tender.

- ii. No person shall be appointed as a Transport Contractor under this tender process, if s/he or any of her/ his family members has a commercial interest in a business relating to Level-II Transport Operation under Departmental Storage Operation of OSCSC Ltd. for any source and/or recipient district for which s/he intends to apply under this tender.

[The term 'Commercial Interest' has been defined in detail at Clause-I (I) of the PART-I Technical Bid]

- iii. Tenderers who have been blacklisted/debarred by any State/Central Government PSU, State / Central Government Agencies or State Government/Central Government will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.
- iv. Any tenderer whose Earnest Money Deposit (EMD) has been forfeited by the Corporation or any State/Central Government PSU, State/ Central Government Agencies during the last 5 years will be ineligible.
- v. If the proprietor/any of the partners of the tenderer firm/any of the Director of the tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible.
- vi. While considering ineligibility arising out of any of the above clause, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the tenderer disqualified.
- vii. Corporation reserves the right not to consider any person/firm/company having any dispute with OSCSC or whose operation is found unsuccessful by the Corporation during his previous assignment in order to protect its interest. Unsuccessful operation shall mean failure to transport and deliver any consignment or failure to discharge any assigned work by the Corporation.

4. EARNEST MONEY DEPOSIT (EMD):

- i. Each tender must be accompanied by an EMD of **Rs.10,00,000/-** (Rupees Ten lakhs) only for each source district with more than one recipient districts and **Rs.5,00,000/-** (Rupees Five lakhs) only for each source district with a single recipient district indicated in Clause-1. A (i) in form of crossed Demand Draft issued by any Nationalised Bank/ Scheduled Bank and drawn in favour of Managing Director,


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(Signature of the Tenderer)

OSCSC Ltd., C/2, Nayapalli, Bhubaneswar, payable at Bhubaneswar. Tender Papers not accompanied by the required EMD shall be summarily rejected.

- ii. The tenderer shall be permitted to bid on the express condition that in case he resiles, or modifies his offer or terms and conditions thereof, after submitting his tender, for any reason whatsoever during the tender process **or any of the information furnished by him/her is found to be incorrect or false**, Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and the law & the tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/ modification etc. besides forfeiture of EMD. He will also be debarred from participating in any tender with the Corporation for a period of **five years**.
- iii. Earnest money shall be forfeited in the event of the tenderers failure (after the acceptance of his tender) to furnish the requisite security deposit by the due date to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.
- iv. The earnest money shall be refunded to all unsuccessful tenderers within 30 days of the award of the contract. 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.

5. SECURITY DEPOSIT:

- i. The successful tenderers shall furnish security deposit as mentioned against each Source-Recipient district unit in the statement enclosed at **Appendix-I** in following manner.
 - a) A sum of **Rs.1.75** Lakhs or equivalent to **5%** of the estimated value of the contract, **whichever is higher**, in form of crossed **Demand Draft/ FDR** issued by any Nationalised Bank/ Scheduled Bank and drawn in favour of/ pledged to Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar, payable at Bhubaneswar.
 - b) A sum of **Rs.3.25** Lakhs or equivalent to **10%** of the estimated value of the contract, **whichever is higher**, in form of an irrevocable and unconditional **Bank Guarantee** issued from any Nationalised/Scheduled Bank issued in favour of the Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar which shall be enforceable till six months after the expiry of the contract period.


(Signature of the Issuing Officer)

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- ii. Keeping in view of the actual transportation of stock of CMR from source district to recipient district, the security deposit may be suitably enhanced or reduced during the period of contract only at the discretion of the Corporation. However, under no circumstances the selected contractor shall have the right to claim for such enhancement or reduction in security deposit of his own or other contractor. The decision of the Corporation in this matter shall be final & binding on the selected transport contractor.
- iii. Security Deposit furnished by the contractor shall be subject to the terms and conditions contained in this tender document and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- 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.

6. REQUIREMENT OF VEHICLES:

- i. The tenderer shall have minimum 5 (five) number of heavy vehicles with capacity to carry foodgrains of quantity to the tune of 9 M.T. or more at a time.
- ii. The heavy vehicle like tipper shall not be considered as a vehicle carrying foodgrains for the purpose of this tender.
- iii. In case of sole proprietorship, the vehicles must have been registered in the name of the tenderer.
- iv. In case of partnership firm, the vehicles must have been registered in the name of any of the partner. An affidavit of the partner who is registered owner of the vehicle has to be furnished about use of such vehicles by the firm for transportation operations of the OSCSC Ltd. without any objection.
- v. In case of company, the vehicles must have been registered in the name of the company and/or in the name of any of the Director(s). An affidavit of the Director(s) who is registered owner of the vehicle has to be furnished about use of such vehicles by the company for transportation operations of OSCSC Ltd. without any objection.

7. DELIVERY OF TENDER DOCUMENTS:

- i. The tenderer should submit tender documents duly filled in, complete and signed on each page in a sealed envelope being superscribed as **“TENDER FOR APPOINTMENT OF TRANSPORT CONTRACTOR FOR TRANSPORTATION OF CMR BY ROAD”**, addressed to the Managing Director, OSCSC Ltd. C/2, Nayapalli,


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Bhubaneswar-12. Tenders, which do not comply with this instruction, shall be summarily rejected.

- ii. **All tender documents are required to be sent strictly through Regd. Post / Courier Service / Speed Post only. Tender documents sent other than the above mode shall not be entertained in any circumstances.**
- iii. Tender documents shall be accompanied with EMD of the required amount in respect of source districts as indicated in Clause-4.
- iv. The tenderer shall have to pay an amount of Rs.10000/- only (Rupees ten thousand only) as tender paper cost along with the Tender. The amount shall have to be in the form of a crossed demand draft issued by any Nationalised Bank/Scheduled Bank in favour of Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-12 payable at Bhubaneswar.
- v. All credentials, documents and copies of certificate / information called for shall be submitted along with the Tender papers.

8. OPENING OF TENDERS:

- i. The tender papers shall be opened in the Corporate Head Office of OSCSC Ltd. C/2, Nayapalli, Bhubaneswar- 12 on the date and time indicated.
- ii. The tenderers shall be at liberty to be present either in person or through their authorized representative(s) at the time of opening of tender. The authorized representative(s) shall furnish the authorization letter duly executed by the tenderer before opening of tender before the Chairman of the Tender Committee of the Corporation.
- iii. If the last date for submitting tenders happens to be a holiday, tenders will be received & opened at the same time on the next working day following the holiday.

9. QUOTING OF RATES:

- i. **The tenderer shall quote rate inclusive of all taxes, duties, cess etc. confirming that no other charges would be payable to him/her as follows:**
At the Workable Rates given in the Price Bid, or
At a percent (%) above the Workable Rates given in the Price Bid (AWR), or
At a percent (%) below the Workable Rates given in the Price Bid (BWR).
- ii. Quoting of lowest rate does not confer any right for selection of Transport Contractor at the rate quoted. Corporation reserves the right to negotiate with the Tenderers to select Transport Contractor at a suitable rate.


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

10. CORRUPT PRACTICES:

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

11. INTERVIEWS AND ACCEPTANCE OF TENDER:

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

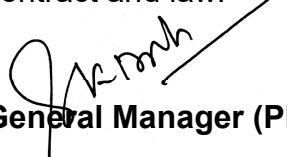
12. EXECUTION OF AGREEMENT:

- i. The successful tenderer shall enter into an agreement with the Corporation in the prescribed format. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value. Execution of agreement shall be made on furnishing of required security deposit & two self-attested passport size photograph.
- ii. The Agreement shall be executed within one week of the acceptance of tender or any such extended time, if any duly extended by the Corporation failing which the EMD of the tenderer shall stand forfeited.
- iii. **All the instructions to tenderers, terms and conditions governing contract along with its annexures & appendices shall form part of the Agreement and any violation of the provisions prescribed here under shall be construed as violation of the agreement.**


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(Signature of the Tenderer)

13. In case of any clear indication of cartelization, the Corporation shall reject the tender(s) and forfeit the EMD.
14. If the information given by the tenderer in the Tender Document and its Annexures and Appendices are found to be false/ incorrect at any stage, Corporation shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the contract and law.


General Manager (PDS)
OSCSC Ltd., Bhubaneswar


(Signature of the Issuing Officer)

(Signature of the Tenderer)

PART-I
DETAILED TERMS AND CONDITIONS GOVERNING CONTRACT FOR
TRANSPORTATION OF CUSTOM MILLED RICE (CMR)
T E C H N I C A L B I D

Odisha State Civil Supplies Corporation Ltd. [hereinafter referred as OSCSC] intends to appoint Transport Contractors for Transportation of CMR by Road in the State of Odisha from source districts to recipient districts.

I. DEFINITIONS:

- a. The term '**Contract**' shall mean and include the notice inviting tender, the invitation to tender, incorporating the instruction to tender, the tender documents, its annexure and schedules, acceptance of tender and such general and special conditions as may be added to it as & when required.
- b. The term '**Tenderer**' shall mean and include the person or persons, firm or company with whom the contract has been made including their heirs, executors, administrators, successors and their permitted assigns, as the case may be;
- c. The terms '**Corporation**' & '**OSCSC Ltd.**' shall mean the Odisha State Civil Supplies Corporation Limited established under Indian companies Act 1956 and shall include its Managing Director and his/her successor or successors and assigns.
- d. The term '**Managing Director**' shall mean the Managing Director of the Corporation or any authorized officer to act on his/her behalf for a specific work.
- e. The term "**Govt.**" shall mean Govt. in Food Supplies & Consumer Welfare Department of Govt. of Odisha, Bhubaneswar.
- f. The term '**District Manager**' shall mean the District Managers of the OSCSC Ltd. working in Revenue Districts.
- g. The term '**RRC**' shall mean the godowns owned/hired for storing of foodgrains (CMR). This shall include Corporation godown, hired godown, hired godown managed by CWC/OSWC & godowns constructed under PEG scheme.
- h. The term '**Custom Milled Rice**' (CMR) shall mean and include the rice packed by custom miller in 50 kg. jute gunny bags after milling of the paddy received from the Corporation.
- i. The term '**Transport Contractor/Contractor**' shall mean & include a contractor appointed by the OSCSC Ltd. for transportation of CMR by Road through trucks.


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- j. The term '**Weighment**' shall mean weighment of Rice with gunny bags.
- k. The term '**Family**' shall mean husband/wife, unmarried son/daughter, married son living in the same mess (including adopting children) & dependent parents.
- l. The term '**Commercial Interest**' shall mean a business, partnership or company for the operation as Level-II Transport Contractor under Departmental Storage Operation of OSCSC Ltd. and/or Custom Miller for OSCSC Ltd. under DCP scheme of Govt. of India for any source and/or recipient district for which s/he intends to apply under this tender.

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

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 CONTRACTOR:

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


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work relating to the contract during the tenure of contract would lay. The persons so nominated shall be deemed to have power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractor.

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

IV. SUBLETTING:

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

V. RELATIONSHIP WITH THIRD PARTIES:

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

VI. LIABILITY FOR PERSONNEL:

- a. All persons employed by the 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; 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


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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 for the workers employed by him. The contractor shall recover the amount payable by such employees under the statute and deposit the same with concerned PF authorities with matching share by the contractor. If, on account of the default of the contractor in making such payments or for any other reason, the Corporation makes such contributions on behalf of the contractor, the 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 workers employed by the Contractor.

The contractor shall maintain prescribed records under PF Act 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 Fund Commissioner and to the Managing Director, OSCSC, Bhubaneswar or any Officer 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 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 unauthorized made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
- d. Notwithstanding the fact, whether the said legislations, enactments or any statutory modifications thereof are applicable or not to the 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 as prescribed by the Govt. in Labour Department from time to time 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 to the workers directly or indirectly employed in the work one-day weekly day of rest after six days' continuous work and pay wages as prescribed by the State Govt. in Labour Department.

iii) **Attendance Allowance: -**

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

- e. Aforesaid wage / benefits at Clause VI (d) (i) to (iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The 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-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages, or of deductions made from his or their wages which are not justified or non-observations of the regulations/enactments mentioned in Clause VI (a) and VI (b).

VII. BRIBES, COMMISSION, CORRUPTION ETC:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or any one of their partners / Directors / Agents or servant or any one-else on their behalf to any officer, servant, representative or agent of the Corporation or any person on his or their behalf for showing or for bearing favour or disfavour to any person in relation to the contract, shall be subject to the cancellation of this contract or any other contract with Corporation also to payment any loss or damage resulting from such cancellation by the contractor.

VIII. PERIOD OF CONTRACT:

The contract shall remain in force for a period **from the date of execution of agreement up to 31st March'2021** or such later date as may be decided solely by


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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 contact at any time during its currency without assigning any reasons therefore by giving a weeks' 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 in case of termination of agreement of the defaulting contractor.

IX. SECURITY DEPOSIT:

- a. On acceptance of the tender, the successful tenderer shall be required to furnish the prescribed security deposit in the manner as mentioned at Clause-5 (i).
- b. The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the entire period as is held by the Corporation.
- c. The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms & conditions of the contract/agreement and on submission of a "No Demand Certificate", subject to such deduction from, the security as may be necessary for making good of the Corporation's claims against the contractor.
- d. In the event of premature termination of the contract as envisaged in Clause-VII, VIII, X & XI, the Managing Director, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to the claim for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.
- 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 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


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any sum found not sufficient to cover up the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due.

- g. Whenever the security deposit falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

X. LIABILITY OF CONTRACTORS FOR LOSSES 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 that may cause 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 contractors under this or any other contract with the Corporation as aforesaid, the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in Clause-IX. If this sum is also found not to be sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation on demand, the remaining balance of the aforesaid sum claimed.
- c. In the event of default on the part of the contractor in providing 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 levy Liquidated Damages 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 liquidated damages during the currency of the contract not exceeding 50% of the Value of Contract.** 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


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liable to pay any liquated damages and as to the quantum of such liquidated damages shall be final and binding on the contractor.

XI. SUMMARY TERMINATION:

- a. In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the terms and conditions governing the contract, the Managing Director shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or costs incurred.
- b. **The nonperforming /defaulting contractor may be suspended/ banned from 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 un-workman like performance of any of the services under the contract.**
- d. The contractor shall be responsible to supply trucks or any other transport vehicle for transport & carrying out any other services under the contract in accordance with the instructions issued by the Managing Director or any officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of trucks in due time, the Managing Director shall, at his sole discretion without terminating the contract be at liberty to engage other 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.


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- e. The Corporation reserves the right to call for report from the concerned Collector/District Manager on antecedent & unusual working of the Transport Contractor during currency of contract. If any adverse report is received from the concerned authorities, the agreement with the Contractor shall be reviewed for cancellation or otherwise solely at discretion of the Corporation. The contractor shall be duty bound to accept the decision of the Corporation in such event & shall not be entitled to claim any cost for premature terminations.

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

- a. In case the approved Transport Contractor fails to perform during currency of the contract due to any reason, the Corporation shall have right to negotiate with the 2nd lowest tenderer qualified in Technical Bid for that Source-Recipient district unit to operate at the lowest approved rate. In case the 2nd lowest tenderer disagrees to operate at the lowest approved rate, similar exercise to be made with the 3rd lowest tenderer qualified in the Technical Bid and so on till all the tenderers qualified in the Technical Bid are negotiated to undertake the work at the lowest approved rate.
- b. In case no tenderer agrees to undertake the work at the lowest approved rate on exercising the option as detailed above, negotiation to be made with all the tenderers qualified in the Technical Bids of all Source- Recipient district units or with the existing Transport Contractors to undertake the work at the lowest approved rate.
- c. In case no tenderer/contractor agrees to undertake the work at the lowest approved rate on exercising both the options as detailed above, rates shall be invited from all the tenderers qualified in the Technical Bids for all Source-Recipient district units and existing Transport Contractors in sealed covers. Then selection shall be made at a negotiated rate keeping in view the prevailing market rates in the source district and in the financial interest of the Corporation at the risk and cost of the defaulting contractor.
- d. In case no Transport Contractor gets appointed on exercising all the options as detailed above, the Corporation shall go for a fresh tender for appointment of new Transport Contractor for the unexpired period of contract at the risk and cost of the defaulting contractor.


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XIII. SET OFF:

Any sum of money due and payable to the contractor (including security deposit refundable 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.

XIV. BOOK EXAMINATION:

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

XV. VOLUME OF WORK:

- a. Subject as hereinafter mentioned, the Corporation does 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 any item of work in this contract does not by itself confer a right on the contractor to demand that the work relating to all or any item thereof at the concerned specified depot should necessarily or exclusively be entrusted to him.
- b. **The Corporation shall also have the exclusive right to appoint one or more contractors at any time viz. at the time of award of the contract and/or during the tenure of contract for any or all the services mentioned hereunder and to divide the work in between such contractors in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.**
- c. The Corporation shall also have the right to appoint transport contractor(s) from among the selected transport contractor(s) for the district on negotiation, where no transport contractor(s) selected for transportation of rice in the tender process.


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XVI. REMUNERATION:

- a. The contractor shall be paid the remunerations in respect of the services described in the Tender and performed by them at the contract rate.
- b. The contractor shall be paid for distance (to & fro) covered for weighment of stock in case weighment facility is not available inside the RRC. This distance shall be certified by the concerned District Manager.
- c. If the empty vehicle is required to cover the distance up to weighbridge for ascertaining weighment of empty vehicle, transportation charge will be paid at the same rate as applicable for loaded trucks for both to & fro movement.
- d. **The payment shall be made only for net quantity of CMR transported in gunny bags. No payment shall be made on the weight of gunny bags used as container of CMR.**
- e. If the contractor is required to perform any service in addition to those specifically provided for in the contract, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed on mutual agreement.
- f. The Contractor will have the right to represent in writing to the 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. Provided that such representation in writing is made maximum within 30 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been denied.
- g. The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract, 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(s).
- h. **No transit shortage shall be allowed to the contractor during transportation of CMR. In case of any shortages in transit the same shall be recovered from bills/security of the contractor.**

XVII. PAYMENT:

- a. Payment will be made by the Managing Director on submission of bills, in triplicate duly supported by consignee receipts/or work certificate issued by the District Manager or an officer acting on his behalf, as the case may be.


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- b. The contractor shall submit all their claim 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 complete set of bills. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- d. The payment shall be made through PFMS system for which the following details shall be provided by the contractors immediately after commencement of the contract: -
 - (1) Name of the Bank
 - (2) Bank Account No.
 - (3) Bank RTGS code (IFSC Code)
 - (4) PAN No.

XVIII. FORCE MAJEURE:

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

XIX. LAWS GOVERNING THE CONTRACT:

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

XX. SERVICES TO BE RENDERED BY THE CONTRACTOR:

- a. The contractor shall transport the stock to the RRC at recipient district after proper weighment and documentation.
- b. The Contractor shall, transport by trucks to be arranged for such quantity of foodgrains, as may be required from day to day by the Managing Director/ District Manager or an Officer acting on his behalf, from source district to recipient district.
- c. The Contractor shall take care not to mix bags of different kinds of foodgrain bags containing different qualities of the same foodgrains and bags containing wet/damaged foodgrains sweepings, etc., with bags of sound grains etc.
- d. The contractor shall obtain from the In-charge, RRC or an Officer acting on his behalf every evening particulars of the number of bags foodgrains etc; required to be


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transported the next day, the place where the trucks should report for loading and the destination to which the goods would be required to be transported. In special cases, the contractor shall be in readiness to arrange transport at short-notice and they shall be bound to comply with such requisitions.

- e. **The contractor shall transport the CMR through shortest truckable route from source district to recipient district. After receipt of State Level Lifting Plan of rice, the despatching District Manager shall intimate the receiving District Manager about the RRCs from where stock will be issued along with quantity. After receipt of such intimation from despatching District Manager, the receiving District Manager shall make Inter-district Lifting Plan for the deficit RRCs on least cost transportation basis from source RRCs and communicate the transport contractor about shortest truckable distance of receiving RRCs from source RRCs before transportation of any stock.**
- f. **If any dispute arises on distance, a committee with following members shall measure and certify the distance for settlement of claim bills.**
 - i. **Receiving CSO-cum-District Manager / ACSO.**
 - ii. **Lifting Officer.**
 - iii. **One Official from Head Office.**
 - iv. **One Representative of concerned Transport Contractor.**
- g. In case, it is urgently required to transport CMR other than shortest route in between the source district & recipient district, the contractor shall take prior approval in writing from the Corporation stating the justifiable reasons for such contravention of the provisions laid down at sub clause – e above.

XXI. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- a. The contractor is required to keep continuous & close liaison with the officials in charge of Corporation godowns, District Managers and other officials of OSCSC in respect of programme of lifting & transportation and ensure complete care of the stocks from the time of its loading till it is received in specified godowns/transported to specified places.
- b. The contractor shall always be bound to act with reasonable diligence and in a businesslike manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.
- c. The contractor shall engage competent and adequate staff to the satisfaction of Corporation for ensuring efficient transport of CMR and furnishing correct and up to


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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. The District Manager/ RRC In-charge/ Manager shall have the right to ask for the removal of any employee of the contractors, who in his opinion, is hampering the 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.

- d. The contractor shall intimate the RRC-in-charge, District Manager or other Officers authorised 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 Godown Manager/RRC-in-charge 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 various recipients and other godown activities and to report the progress of transport work and generally to take instructions in the matter.
- e. The contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the CMR Packets during unloading from the vehicles at the RRC. The contractor shall be liable for any loss which the Corporation may suffer from any loss in quantity and quality of stock transported by him. The decision of the Managing Director on such loss shall be final and binding on the contractor.
- f. The contractor shall provide sufficient number of tarpaulins for each truck to cover the CMR 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.
- g. The contractor shall ensure that their workers do not use large hooks for handling CMR Packets at any stage. The contractor shall be liable to make good to Corporation, if any losses caused by the use of hooks. The decision of the Managing Director on such losses shall be final & binding.
- h. The contractor shall strictly abide by all rules and regulations of RTA provided under the M.V Act., Police, Municipal Authorities and other local bodies.


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- i. The contractor shall not load more than permissible quantity of CMR 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.
- j. The contractor shall be responsible for keeping a complete and accurate account of CMR received & delivered at RRC 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.
- k. The contractors shall be responsible for the safety of the CMR while in transit through their trucks to specified Godowns/RRC. They shall provide tarpaulins on decks of the trucks, so as to avoid damage of the CMR. They shall also exercise adequate care and take precautions to ensure that the CMR is not damaged while in transit in their trucks to specified Godowns. They shall deliver the equal quantity of CMR as received by them before transportation. They shall be liable to make good the value of any shortage, wastage, losses or damage to the CMR in transit as prescribed by the OSCSC Ltd.
- l. 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/ District Manager or an Officer acting on their behalf.
- m. The contractor shall, whenever required, supply petromax lamps for carrying out work during night.
- n. **The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and un-workman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damage to rice and for all damages or losses occasioned to the Corporation or in particular to any property or plank belonging 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 of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.


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- o. The contractor shall display prominently on their trucks sign boards/banners painted in black and white indicating that the “CMR stocks belong to OSCSC Ltd.” No extra remuneration, whatsoever will be payable for displaying such sign boards/banners. The District Manager or an officer acting on his behalf shall have the right to disallow loading of any truck if the contractor does not display prominently the sign boards/banners of the aforesaid type.
- p. **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.**
- q. The contractor shall obtain transit insurance coverage of the CMR stocks at economic cost in the name of OSCSC Ltd. covering all type of risks from the point of loading to trucks till the stock is unloaded at specified RRC. No shortage of CMR 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 contractors to make adequate transit insurance coverage to cover the full value of stocks (economic cost) transported. Any loss in quality and quantity of CMR during transportation shall be recovered from the contractor. Recovery shall be made at economic cost of the CMR notified by Government of India and all expenses incurred thereon.
- r. The 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 Managing Director.
- s. If required, so the contractor shall submit the stamped receipts of different check gates located enroute in proof of transportation for release of his bills.
- t. The contractor has to obtain a license from Licensing Authority i.e. Principal Secretary / Commissioner-cum-Secretary to Government, FS & CW Department as per Odisha Public Distribution System (Control) Order, 2016 immediately after execution of agreement. A copy of such license may be furnished to the Corporation before execution of any work order in favour of the contractor.
- u. OSCSC Ltd. reserves the right to amend the tender conditions at any time during the currency of contract, which shall be binding on the contractors.


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XXII. JURISDICTION OF THE COURT:

- a. In the event of any dispute covering or arises out of this contract/agreement the jurisdiction of the court shall be at Bhubaneswar & 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 Bhubaneswar.
- b. It is expressly agreed & declared by & between the parties hereto that all amount due to the Corporation under this contract, if not paid in time, shall be recoverable under Odisha Public Demand Recovery Act-1962 (Odisha Act-1 of 1963) or through the competent civil court & shall bear interest @18% per annum from the date when such payment falls due up to the date of final recovery. Besides criminal action shall also be taken against the defaulting contractor in appropriate court of law by following the provisions of Law in force.


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Appendix-I

Sl. No.	Source Districts	Recipient District	Amount of Security Deposit (Rs. In Lakh)		
			In Shape of DD/FDR	In Shape of B.G.	Total
1	Bargarh	Keonjhar	6.75	13.50	20.25
2		Mayurbhanj	16.00	32.00	48.00
3	Sambalpur	Jagatsinghpur	4.00	8.25	12.25
4		Kendrapada	6.50	13.25	19.75
5		Keonjhar	7.75	15.50	23.25
6		Mayurbhanj	13.25	26.50	39.75
7	Subarnapur	Jagatsinghpur	4.00	7.75	11.75
8		Mayurbhanj	16.00	32.00	48.00
9	Boudh	Kandhamal	3.00	6.25	9.25
10	Nayagarh	Puri	5.75	11.50	17.25
11	Bhadrak	Mayurbhanj	3.00	6.00	9.00
12	Balasore	Mayurbhanj	1.75	3.75	5.50
13	Jharsuguda	Keonjhar	7.50	15.25	22.75
14	Ganjam	Gajapati	1.75	3.25	5.00


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APPENDIX-II

CHECKLIST

DOCUMENTS TO BE ATTACHED WITH THE PART-I TECHNICAL BID

Sl. No.	Name of the Document	Put “√” mark
1	Cost of Tender Paper & Earnest Money Deposit (EMD)	
2	Invitation to Tender & Instruction to Tenderers, Tender Submission Undertaking – <i>Annexure-1</i>	
3	Capability Certificate from the Bank (In the model format as at <i>Annexure-2</i>)	
4	Certificate of experience on transportation of food grains in last three financial years (2015-16, 2016-17 & 2017-18) (In the model format as at <i>Annexure-3</i>) <p style="text-align: center;"><u>Or</u></p> Undertaking in lieu of the experience certificate	
5	Affidavit mentioning that s/he / firm / company is neither blacklisted nor any criminal or vigilance case is pending against the Tenderer (In the model format as at <i>Annexure-4</i>)	
6	Affidavit declaring non-involvement in commercial interest family members or partners along with their family members or directors along with their family members (In the model format as at <i>Annexure-5</i>)	
7	Copy of Registered Partnership Deed/ Articles of Association /Memorandum of Association /Bye-laws/ Certificate of Registration, in case of Company etc. as applicable.	
8	Power of Attorney in submitting the Tender Paper on behalf of Partnership firm / Company etc.	
9	Statement of Bank Account of last one-month preceding to publication of Tender Call Notice.	
10	Copy of the Income tax return for the Assessment Year 2018-19 (Financial Year 2017-18) & and copy of PAN Card.	
11	Copy of duly audited Balance Sheet, P & L Account of the financial year 2015-16, 2016-17 and 2017-18.	
12	Registration Certificate under “The Carriage by Road Act’ 2007” & “The Carriage by Road Rule’ 2011”	
13	Copies of the R.C. Book of five heavy vehicles registered in the name of the Tenderer along with copies of the Fitness Certificates of said vehicles as per Clause-6 of the Tender document.	


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14	Affidavit by the Partner in case of Partnership firm or Director in case of Company for use of their vehicle by the firm/company	
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N.B: All documents to be self-attested by the Tenderer and affidavits are to be submitted in original.

Date:

Signature of Tenderer / Authorized person

Place:

Name:

Seal:


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APPENDIX-III

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

I. WAGE BOOK AND WAGE SLIPS ETC:

- i) The contractor shall maintain a Wage Book of each worker in such form as may be convenient, at the place of work, but the same shall include the following particulars:
 - a) Name of the Worker;
 - b) Rate of Daily or Monthly wages.
 - c) Nature of work on which employed.
 - d) Total number of days worked during each wage period.
 - e) Dates and periods for which worked overtime.
 - f) Gross wages payable for the work during each wage period.
 - g) AH deductions made from the wages with an indication in each case, of the ground for which the deduction is made.
 - h) Wages actually paid, for each wage period.
 - 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: -

- a) Full particulars of the work whose wages have not been paid.
- b) Reference number of the Muster Roll with wage Register.
- c) Rate of wages.
- d) Wage period.
- e) Total amount not paid.
- f) Reasons for not making payment
- g) How the amount of unpaid wages was utilized.
- h) 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, s/he is required to work. The amount of deduction shall be in proportion to the period for which s/he was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which s/he is required to account, where such damage or loss is directly attributable to his/her neglect or default.
- d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- e) Any other deduction which the Central Govt. may from time to time allow.

IV REGISTERS OF FINES ETC:

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

V PRESERVATION OF REGISTERS:

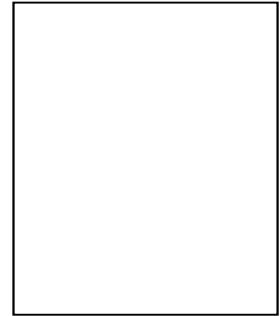
The wage book, wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them shall be made available for inspection by the Labour Enforcement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


(Signature of the Issuing Officer)

(Signature of the Tenderer)

APPENDIX – III (a)

TEMPORARY WORKER'S EMPLOYMENT CARD



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

Signature of the Contractor /

Authorized Representative


(Signature of the Issuing Officer)

(Signature of the Tenderer)

Back Side of the Card

Countersigned by

General Manager (PDS), OSCSC Ltd.,

Valid from _____ to _____

(Ref. No. _____)

General Manager (PDS)

OSCSC Ltd., Bhubaneswar

Place :

Date :


(Signature of the Issuing Officer)

(Signature of the Tenderer)

APPENDIX - III (b)

FORM -I

REGISTER OF FINES

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


(Signature of the Issuing Officer)

(Signature of the Tenderer)

APPENDIX - III (c)

FORM -II

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

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


(Signature of the Issuing Officer)

(Signature of the Tenderer)

TENDER SUBMISSION UNDERTAKING

**FOR APPOINTMENT OF TRANSPORT CONTRACTORS FOR TRANSPORTATION
OF CUSTOM MILLED RICE (CMR)**

1. Name of the tenderer:

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

3. Name of Proprietor/ Partner/ Director:

_____ (Names of all Directors/ Partners shall be mentioned)
4. Full Address of Registered Office (with Pin Code)
_____ &
Police Station _____ Telephone
No. _____
Mobile No: _____
FAX No.: _____
E-Mail Address: _____
5. Full address of Operating/ Branch Office (with Pin Code):

_____ & Police Station _____
Telephone No: _____
Mobile No: _____
FAX No: _____
E-Mail Address: _____
6. Name, telephone no./ Mobile No./ Email address of Authorized officer/person to
Coordinate with the office of the District Manager:


(Signature of the Issuing Officer)

(Signature of the Tenderer)

7. Banker of the Tenderer: (Attach certified copy of statement of A/c for the last one month)

8. Address & Telephone Number of Banker: _____

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

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

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

11. Registration No. in the case of Company: _____

12. Additional information, if any _____

(Attach separate sheet, if required)

To:

The Managing Director,
Odisha State Civil Supplies Corporation Ltd.

Sir,

I/We submit the sealed tender for appointment as Transport Contractor for transportation of CMR by Road.

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


(Signature of the Issuing Officer)

- 40 -

(Signature of the Tenderer)

3. I/We would like to commit that in case of any difference/ variation in the rates quoted, between figures and in words, only the lower of the two rates quoted either in figures 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 45 days and to the extension of the said date by fifteen days more, in case it is so decided by the Managing Director. I/We shall be bound by communication of acceptance of the offer dispatched within the time and I/We also agree that, if the date up to which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.
5. In the event of my/ our tender being accepted, I/We agree to furnish a security deposit as per terms of the tender.
6. I/We do hereby declare that the entries made in the tender and annexures/ schedules attached therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri _____ whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/us instead to carry on the business of the concerned, whether any intimation of such change is given to the Managing Director, OSCSC Ltd. or not.
7. I hereby declare that the Earnest Money Deposit (EMD) has not been forfeited by Corporation or State/Central Government PSU State/ Central Government Agencies or State Government/Central Government during last 5 years.
8. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.
9. Required documents as per **Appendix-II (Checklist)** are enclosed with this tender duly filled and signed.

I/we certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, Corporation shall have the right to disqualify me/us without giving any notice or reason with forfeiture of EMD or summarily terminate the contract with forfeiture of Security Deposit, as the case may be, without prejudice to any other rights that the Corporation may have under the Contract and Law.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

Yours faithfully,

Signature of tenderer
Capacity in which signing

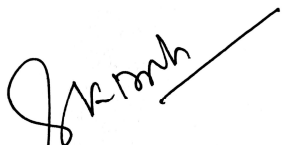
Signature of constituted attorney

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)

Capability Certificate

Bank:

Branch:

Phone No.

E Mail

Letter No.

Date

To

Managing Director

Odisha State Civil Supplies Corporation Ltd.

Bhubaneswar.

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

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

Branch Manager/Authorised Signatory

(Seal & Signature)

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


(Signature of the Issuing Officer)

(Signature of the Tenderer)

Experience Certificate

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

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

Year	Quantity Transported in MT	Transportation/ Handling & Transportation Charges

Office Seal

Seal & Signature of Authorised Officer

***Note: -**

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


(Signature of the Issuing Officer)

(Signature of the Tenderer)

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

I, Sri/Smt. _____ aged about _____
S/o./D/o./W/o. _____ Proprietor/Partner/
Director of _____ M/s. _____ At- _____ Po-
_____, P.S- _____, Dist- _____ do
hereby solemnly affirm and state as follows:

- 1) That pursuant to the tender call notice dt _____ of OSCSC Ltd. for appointment of Transport Contractor for transportation of food grain, I/my firm/company am/is an intended bidder to participate in the said tender process.
- 2) That as per terms & conditions of the tender documents, I am to declare that, I/my firm/company have not been blacklisted by any Central/State Govt. Organisation or by any Public Sector undertakings of the State/Central Govt.
- 3) That neither any criminal case nor any vigilance case is pending against me/my firm/company before any forum.
- 4) That this affidavit is required to be produced with tender paper before the authorities of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-12, Khurda.
- 5) That the facts stated above are true to the best of my knowledge and belief. if the above declaration is found false/ not true during the scrutiny of tender or the currency of the contract, I shall be liable for punishment for such breach of the contract and my agreement, both as State Level Transport Contractor as well as Level-I/Level-II Transport Contractor, shall also be liable for termination. Apart from above, my EMD/Security Deposit may also be forfeited.

Identified by me

Deponents

Advocate

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

Deponent

Executive Magistrate/Public Notary

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


(Signature of the Issuing Officer)

(Signature of the Tenderer)

(DECLARATION OF FAMILY MEMBERS/ PARTNERS/ DIRECTORS)

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

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

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

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

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

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


(Signature of the Issuing Officer)

(Signature of the Tenderer)

Identified by me

Deponents

Advocate

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

Deponent

Executive Magistrate/Public Notary

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


(Signature of the Issuing Officer)

(Signature of the Tenderer)

PART-II

PRICE BID

Distance Range	Workable Rate (In Paisa PQ PKm)
0-50 Km	81.50
51-100 Km	60.75 Subject to minimum of TC payable Per Qtl. for 50 KMs
101-200 Km	47.50 Subject to minimum of TC payable Per Qtl. for 100 KMs
201 Km & above	40.00 Subject to minimum of TC payable Per Qtl. for 200 KMs

I/We offer to carry out transport operation for _____ **District to**
_____ **District** on following rate which includes all taxes, duties, cess etc.

- ☐ At the rate given in the Workable Rate for services (WR), **or**
- ☐ At percent (..... indicate percentage in words) above the rate given in the Workable Rate for services (AWR), **or**
- ☐ At percent (.....indicate percentage in words) below the rate given in the Workable Rate for services (BWR),
- and it is confirmed that no other charges would be payable to me/us.

N.B.

1.Tenderers are required to make necessary numbers of copies of the Price Bid to quote separate rate in sealed covers for separate source & recipient district units indicating the name of district at the appropriate place above.

2. Choose any one option only from the above 03 options and put a '✓' mark against the desired option in the check box. In case of opting for option (ii) or (iii), mention the desired percentage along with putting a '✓' mark)

Date:

Signature of tenderer / Authorized person

Place:

Name:

Seal:


(Signature of the Issuing Officer)

(Signature of the Tenderer)