

**ODISHA STATE CIVIL SUPPLIES
CORPORATION LTD**
C/2, NAYAPALLI, BHUBANESWAR – 12

CIN: U51211OR1980SGC000894



OSCSC Ltd.
Corporate Office

**Model Tender Form For Road Transport Contract for transportation of DAL
From Central Depots at Sambalpur, Berhampur and Bhubaneswar to
different Tagged Districts for distribution to beneficiaries under Pradhan
Mantri Garib Kalyan Anna Yojna in the wake of COVID-19 Pandemic.**

ODISHA STATE CIVIL SUPPLIES
CORPORATION LTD
C/2, NAYAPALLI, BHUBANESWAR - 751005
CIN: U51211OR1980SC000884

PART – A

TECHNICAL BID (MILLED AAHARD DAL)

OSCS Ltd.
Corporate Office

Model Tender Form For Road Transport Contract for transportation of DAL
From Central Depots at Sambalpur, Bhubaneswar and Bhadrak to
different Tagged Districts for distribution to beneficiaries under PDS
during COVID-19 Pandemic.



NOTICE INVITING TENDER

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

Tender No. **5078** Dated: **07.04.2020**

Cost of Tender Document: - **Rs.590/- Inclusive of GST @ 18%**

**SHORT TENDER INVITATION AND INSTRUCTIONS TO TENDERERS FOR
APPOINTMENT OF ROAD TRANSPORT CONTRACTOR FOR TRANSPORTATION OF Milled
Aahar DAL FROM CENTRAL DEPOTS AT SAMBALPUR, BERHAMPORE AND BHUBANESWAR
TO DIFFERENT TAGGED DISTRICTS**

1	Availability of tender documents	From Date 08.04.2020 Downloadable from website: www.oscsc.in
2	Last date and time for submission of completed tender documents with enclosures	Upto to 3.00 P.M of Date 15.04.2020
3	Date, time and venue for opening of Technical Bid by the Tender Committee	On dt.15.04.2020 at 3.30 P.M, OSCSC Conference Hall
4	Date, time and venue of submission of original documents.	On dt.15.04.2020 at 3.30 P.M, OSCSC Conference Hall
5	Date & Time of financial Bid opening by the tender committee (only of technically qualified tenderers)	On dt.15.04.2020 at 5.00 P.M, OSCSC Conference Hall
6	Venue of the opening of technical & financial bids	Conference hall, Odisha State Civil Supplies Corporation Ltd., C/2, Nayapalli, Bhubaneswar-751012
7	Validity period	Tenders are to remain open for acceptance for 45 days inclusive of date of opening of tender. Note :- The Managing Director, OSCSC Ltd., Bhubaneswar may at his discretion extend this day by 15 (fifteen) days and such extension shall be binding on the tenderers.
8	Language of the tender	The tender should be prepared by the tenderer in English language only
9	Help desk telephone no.	(i) OSCSC Ltd. General Manager (PDS): 9438686351 / OSD (Accts.): -9438878300 (ii)

N.B: 1. If the office happens to be closed on the date of opening of tenders, tenders will be opened on the next working day in the same time.

Sd/-
Managing Director
OSCSC Ltd., Bhubaneswar

Invitation to Tender

From:

The Managing Director,
OSCSC,

To

Tenderers

Dear Sir(s)/Madam(s),

For and on behalf of the Odisha State Civil Supplies Corporation Ltd. (hereinafter called the corporation) the Managing Director invites short tenders under two bid system) for appointment of transport contractor for transportation of dal from central depots at Sambalpur, Berhampur and Bhubaneswar to different tagged districts for distribution to beneficiaries under Pradhan Mantri Garib Kalyan Anna Yojna in the wake of COVID-19 Pandemic. The quantities of Dal to be transported from Central Godowns to different districts has been indicated in the tender documents.

(Signature of Managing Director)

GENERAL INFORMATION TO TENDERERS

1. Place of operation, quantity to be transported and districts tagged to Central Depots is as at Appendix I

A. Object of the Contract & Brief description of work

The Govt of India has made allocation of Milled Aahar Dal to the state for distribution to the beneficiaries through FPS. The stock shall be received through rail at Central godown Sambalpur, Berhampur and Bhubaneswar from where it would be transported to different tagged districts. The contractors shall transport the dal stock to the districts as per details at **Appendix I**, as per direction of the Managing director / District Manager of OSCSC acting on his behalf, along with such additional duties, services and operations as may be instructed. The stock shall be delivered at the RRC/ Godowns of the tagged districts, as decided by the District Manager of the District.

B. Volume of work

The quantity to be transported to different districts as mentioned in the **Appendix - I** is only indicative intended to give an idea of approximate quantum to be transported. It should be clearly understood that no guarantee is given to the volume of work as shown in the Appendix.

C. One tenderer can submit tender for transportation of Dal from one or more central depots, but will be awarded contract for any one central depot only as decided by OSCSC Ltd.

2. The Contract, if any, which may arise from this tender shall be governed by the terms and conditions of the Contract as set out in the invitation/General Information to the Tenderer and as given in the Annexures and appendices to this tender.

3. Qualification conditions for Bidding:

- I) Tenderer should have experience of Transportation by road duly obtained from Manufacturer/PSU/OSCSC/Govt. Dept./Public Ltd. Company/Private Limited Company dealing in the field of Fertilizer, Food grains, Cement, Sugar, Dal, Coarse grains or any other commodity. Tenderer should have executed work value of Rs.50.00 lakhs in immediate preceding five years:
- II) Person having no requisite experience can also participate subject furnishing of 50% additional security amount in addition to the normal security.
- III) In case of Partnership/ Company, only the experience of the Firm/Company will be reckoned and for the purpose the experience of the Individual Partners will not be counted.

- IV) Experience details in the Proforma prescribed at **Appendix-IV** shall be furnished by tenderer. The information furnished in **Appendix-IV** shall be supported by experience certificate issued by client(s) on their letter head.
- V) 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).
- VI) If the Tenderer is a Partnership Firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the contract.

Note: The year for the purpose of experience will be taken as Financial Year (1st April to 31st March) excluding the financial year in which tender enquiry is floated.

4. Disqualification Conditions.

- I) Tenderer who have been blacklisted or otherwise debarred by OSCSC or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of five years, whichever is earlier.
- II) Any Tenderer whose contract with the OSCSC, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.
- III) Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by OSCSC or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- IV) 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.
- V) While considering ineligibility arising out of any of the above clauses, 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 Tender disqualified.
- VI) **A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.**

5. Instructions for submitting Tender

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

- (a) The Tenderer must fill up and sign the forwarding letter in the format given in **Appendix-II** and also furnish full, precise and accurate details in respect of information asked for in **Appendix-III** attached to the form of tender, duly signed.

Signing of Tender

- (i) The authorized signatory signing the tender shall state in what capacity he is, signing the tender, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the **registered** partnership deed should be attached along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be attached along with a copy of the Memorandum and Articles of Association of the Company.
- (ii) The Power of Attorney signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce a proper 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. The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. The Power of Attorney duly signed should be attached.

6. Earnest Money

- (i) Each tender must be accompanied by an **Earnest Money** which must be submitted in shape of bank draft drawn **in favour of Managing Director, OSCSC LTD.** The EMD amount to be deposited dependent upon participating districts, as details at **Appendix -I**. For instance if a tenderer wants to participate for transportation of stock from Sambalpur Central depots, he/she has to furnish EMD as below:

Bargarh & Subarnapur – Rs.12559.00

Bargarh, Subarnapur, Jharsuguda – Rs.14963 .00 (Rs.8221.00+Rs.4378.00+Rs.2364.00)

Bargarh, Subarnapur, Jharsugudah & Sundargarh - Rs.29200 (Rs.14963.00 + Rs.14237.0)

All districts tagged to Sambalpur – Rs.127566.00

- (ii) **The Earnest Money will be returned to all unsuccessful tenderers with-in a period of 30 days from the date of execution of agreement and to a successful tenderer, after he has furnished the Security Deposit, if he does not desire the**

same to be adjusted towards the Security Deposit. However, in case, the tender is disqualified during technical evaluation, the Earnest Money will be refunded within 15 days of technical disqualification of the tenderer. No interest shall be payable on Earnest Money, in any case.

- (iii) The amount of **Rs.590 (Rupees Five hundred Ninety only)** inclusive of GST @ 18%, has to be paid by the tenderer in shape of Demand Draft drawn **in favour of Managing Director, OSCSC LTD** towards tender documents fee.

7. Security Deposit

- i) The successful Tenderer shall furnish, within two **working** days of acceptance of his tender, a Security Deposit for the due performance of his obligations under the contract. The Security Deposit shall consist of;
- ii) A sum equivalent to 15% of the value of the Contract for the district(s) the tenderer intends to submit tender as specified at **Appendix– I**.
- iii) **Additional security shall be furnished by the tenderer participating under clause no 3 (ii).**
- iv) The security amount shall be furnished in shape of **Bank Draft / Bank FDR** pledged in **favour of Managing Director, OSCSC. No interest** is payable on security deposit.
- v) In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit **under clause 7 (i) within 2 days** his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor without any notice. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of **three years**. After the completion of prescribed period of **three years**, the party may be allowed to participate in the future tenders of OSCSC provided all the recoveries/ dues have been effected by the Corporation and there is no dispute pending with the contractor/party.

8. Submission of Tender

- i) The tender shall be submitted in Two parts, viz., Technical Bid and Financial Bid, both sealed in separate envelopes. Both the sealed envelopes are to be kept in another envelopes and submitted at the office of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar. (Tender paper received after due date and time shall not be accepted).

- ii) All supporting documents, certificates and documents shall be put in the envelope containing technical bid.
- iii) Tender which do not comply with these instructions shall be summarily rejected.
- iv) Any alteration, erasures or overwriting on the supporting documents should be duly initial by the authorized signatory.
- v) It should be clearly understood by the Tenderer that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after submission of the tender.
- vi) Any difference of the quoted rate in word and in figure then the lowest between them will prevail.

9. Opening of tenders

The Technical Bid will be opened in the Office of the Managing Director, OSCSC, at the fixed time and the date indicated. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt. Price Bids of only those tenderers shall be opened whose technical bids qualify, at a time and place of which notice will be given. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt.

- 10.** If a single bid remain qualified after technical scrutiny, the bid will be cancelled considering the same as a single bid.

11. Corrupt practices

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

- 12.** OSCSC reserves the right to reject any or all the tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his tender by a letter /fax/email.
- 13.** In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- 14.** OSCSC reserves the right to reject/modify/alter any terms and conditions of the tender documents and contract during the subsistence of the contract.
- 15.** If the information given by the Tenderer in the Tender Document and its Annexures & Appendices is found to be false/incorrect at any stage, OSCSC 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.

16. Financial Bid:

- i) The Tenderer are to submit the financial as per the format given in the '**PART B**'. The financial Bid shall be submitted in a separate sealed cover.
- ii) Only the FINANCIAL BID of a qualified Tenderer on scrutiny of TECHNICAL BIDS shall be considered and opened.
- iii) In case of variation of Quoted Rates in figures and in words, then lowest between them will prevail.

Sd/-

Managing Director
OSCSC Ltd , Bhubaneswar.

ANNEXURE-I

TERMS AND CONDITIONS GOVERNING CONTRACTS FOR TRANSPORTATION OF DAL FROM MILL POINTS TO DAL RECEIVING CENTRES (RRC) AND FSD POINTS OF FCI

I. Definitions

- (a) The term Contract shall mean and include the Invitation to Tender incorporating also the instructions to Tenderer, the Tender, its Annexures, Appendices, Acceptance Of Tender and such General And Special Conditions as may be added to it.
- (b) The term "Contractor" shall mean and include the person(s), Firm or Company with whom the contract has been placed including their heirs, executors, administrators and successors and the permitted assignees as the case may be.
- (c) The term Contract Rates" shall mean the rates of payment accepted by the Managing Director for and on behalf of the OSCSC.
- (d) The term "Corporation" and OSCSC", wherever they occur, shall mean the Odisha State Civil Supplies Corporation established under the Companies Act, 1956, and will include its Managing Director, District Manager and his/her successor(s).
- (e) The term "District Manager" shall mean District Manager, OSCSC of Revenue District under whose administrative jurisdiction, Mandis to which the contract relates fall. The term "District Manager" shall also include every other officer authorized for the time being to execute contracts on behalf of the OSCSC.
- (f) The term "Central Depots" shall mean the designated depots belonging to or in occupation of the Corporation at any time and shall also mean and include open platform / plinth built or constructed for storage of foodgrains inside or outside the owned / hired depot premises.
- (g) Dal Means –Milled Aahar Dal.
- (h) The term "Services" shall mean performance of any of the items of work enumerated in the tender document or as may be indicated by the District Manager or an officer acting on his behalf.
- (i) The term "Trucks" wherever mentioned shall mean mechanically driven vehicle such as Lorries etc., and shall exclude animal driven vehicles and Tipper.
- (j) OSCSC means Odisha State Civil Supplies Corporation Limited.

II. Parties to the Contract

- (a) The parties to the Contract are Contractor and the OSCSC represented by the Managing Director and/or any other person 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 the authority to bind such other person or the Firm, as the case may be, in all matters pertaining to the Contract. If at any stage it is found that the person concerned had no such authority the OSCSC may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages. Further forfeit the EMD or Security Deposit as the case may be.
- (c) Notice or any other action to be taken on behalf of the Managing Director, OSCSC may be given/taken by the District Manager or any officer so authorized and acting on his behalf.

III. Constitution of Contractors

- (a) Contractors shall, in the tender, indicate whether they are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.
- (b) If the Tenderer is a Partnership Firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences flowing therefrom. Which includes forfeiture of EMD or Security Deposit as the case may be.
- (c) The Contractor shall notify to the Corporation the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the Contract.

IV. Subletting

The Contractor shall not sublet, transfer, or assign the Contract, or any part thereof. If done contractor will be liable for all consequence arises for breach of contract under clause (iii) (b). In case it is reasonably established the work has been sublet partially or fully, then the contractor shall be blacklisted.

V. Relationship with third parties

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

VI. Liability for Personnel

- (a) All persons employed by the Contractor shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The Contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respect of its personnel under the aforesaid enactments, or any statutory modification thereof or otherwise for or 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) Contractor shall also comply with all Rules and Regulations/Enactments made by the state Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws.

VII. Bribe, Commission, Gift etc.

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the Corporation, or any person on his or their behalf, for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the Corporation and the contractor shall be liable to reimburse the Corporation of any loss or damage resulting from such cancellation.

VIII. Period of Contract

- (a) The Contract shall remain in force for a period of six months from the date of the acceptance letter of such later date as may be decided by the Managing Director.
- (b) The Managing Director reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by giving Thirty Days' Notice in writing to the Contractor at the notified address and the Contractors shall not be entitled to any compensation by reason of such termination. The action of the Managing Director under this clause shall be final, conclusive and binding on the Contractor.

IX. Liability of Contractor for losses suffered by Corporation

- (a) The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and unworkmanlike performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property or plant belonging to the Corporation, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the District Manager regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.
- (b) Without prejudice to the generality of the foregoing, it is a further condition of the Contract that in the event of failure of the Contractor to complete the transportation of allotted Dal to the District within the stipulated time allowed in the work order, the contractor will be liable to pay the Corporation Liquidated Damages @ Rs.300/- per Qtl/day for the quantity of Dal could not be transported within the stipulated time.
- (c) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of foodgrains etc. and take reasonable precautions to avoid wetting/damage/loss to foodgrains during the transport. In the event of deficiency in service by contractor in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading the consequential damage or loss to stocks shall be recovered from the contractor.
- (d) Without prejudice to the rights of the Corporation under Sub-clause (a) of this Clause, it is a further condition of the Contract that in respect of any shortage, wastage, loss or damages to the goods in transit, the Contractor is liable to pay to the Corporation Liquidated Damages at twice the Acquisition Cost of Dal.

X. Summary termination of the Contract

- (a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the District Manager shall be at Liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and law 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 cost incurred.

- (b) The District Manager shall also have without prejudice to other rights and remedies, the right, in the event of breach of the contract of any of the terms and conditions of the contract to terminate the contract forthwith 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 cost that may be suffered or incurred by the Corporation due to the contractor's negligence or unworkman like performance of any of the services under the contract.
- (c) The contractors shall be responsible to supply adequate and sufficient labour/trucks and any other transport vehicles for loading/unloading transport and carrying out any other services under the contract in accordance with the instructions issued by the District Manager or an officer acting on his behalf. If the contractors fail to supply the requisite number of labour & trucks the District Manager shall at his entire 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, costs or losses that the Corporation may incur or suffer hereby. The contractors shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the District Manager shall be final and binding on the contractors.

XI. Recovery of losses suffered by the Corporation

- (a) The Corporation shall be at liberty to reimburse themselves for any damages, losses, charges, costs or expenses suffered or incurred by them, or any amount payable by the Contractor as Liquidated Damages as provided in **Clauses X** above. The total sum claimed shall be deducted from any sum then due, or which at any time thereafter may become due, to the Contractors under this, or any other, Contract with the Corporation. In the event of the sum which may be due from the Contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Contractors as aforesaid shall be deducted from the Security Deposit, furnished by the contractor as specified in Clause IX. Should this sum also be not 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.

- (b) In the event of termination of this Contract, or in the event of any breach of any of the terms and conditions of this Contract by the contractor, the District Manager shall have the rights to forfeit the entire or part of the amount of Security Deposit of the contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation.

XII. Responsibilities of the Contractor

- (a) i) The Transporter contractor is required to lift dal from Central Depot(s) and transport the stock to the tagged district(s) and deliver at the RRC/ Depot of the district as decided by the district manager.
- ii) The Transport Contractor is required to keep continuous & close liaison with the custom millers, District Manager and other officials of OSCSC and deploy adequate number of transport vehicles in time for transportation of Dal. It must be ensured by the transport contractor that Dal is lifted and transported from the Central godown to different RRC on the same day of lifting.
- (ii) The Contractor shall be responsible to supply adequate and sufficient number of trucks for transportation of Dal and carrying out any other services under the Contract in accordance with the instructions issued by the District Manager or an officer acting on his behalf.
- (iii) **The loading of Dal bags to the transport vehicles at despatching godown and unloading from the vehicles at delivery depots are responsibilities of OSCSC.**
- (b) The Contractor shall transport by trucks to be arranged by him such number of bags of Dal as may be required from day to day by the District Manager or an Officer acting on his behalf. The Contractor shall take care not to mix bags of Dal with different kind of foodgrains.
- (c) The Contractor shall obtain daily from the District Manager or any officer acting on his behalf the programme of loading for the next date/day and shall provide adequate number of lorries/trucks in good condition in accordance with this programme and shall ensure that the lorries, trucks etc. are positioned at the loading points as indicated by the District Manager or any officer acting on his behalf, daily at the time specified, so that schedule of delivery will not be affected.
- (d) The quantity mentioned in any programme given by the District Manager or any other officer acting on his behalf may be altered and the Contractor shall be bound to supply

lorries/trucks required for the quantity shown in the programme. He shall not be entitled to any compensation whatsoever for not entrusting him with the quantity of work specified in any programme issued to him.

- (e) The Contractor shall be responsible for the safety of the goods from the time they are loaded on their truck until they have been unloaded from the trucks at destinations as specified in the Contract or as directed by the District Manager or any other officer acting on his behalf. The contractor shall provide tarpaulins on decks of the truck so as to avoid loss of Dal through the holes/crevices in the decks of the truck and shall be liable to make good the value of any loss, shortage or damage during transit. The weight of the bags of Dal loaded/unloaded into/from trucks or any other vehicle shall be worked out on the basis of cent percent weighment. The Authorised Person of the Contractor shall be present at the time of checking of the weights at the loading/unloading points etc. The District Manager of the Corporation will be the sole Authority for determining the quantum of the loss.
- (f) The Contractor shall be liable to obtain Transit Insurance Cover from a General Insurance Company in favour of the Corporation against loss or damage to the DAL entrusted to him for transportation.
- (g) The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the same. Any Contractor resorting to overloading of the trucks in violation of the Rules will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.
- (h) The Contractor shall be liable for any loss/damage caused by any delay in the delivery of goods to the Corporation due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.
- (i) The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the DAL of the Corporation are loaded.
- (j) The Contractor shall periodically inform in writing the registration numbers and description of the vehicles used for the transport of the goods of the Corporation so as to facilitate checking of the vehicles by the officers/ officials of the Corporation.
- (k) The Contractor shall give an undertaking agreeing to abide by the Section 11 of the Carriage by Road Act, 2007 and shall undertake to compensate the loss as per the provisions of MTF. Further, Contractor shall also submit necessary documents of registration etc. to the Corporation.

- (l) In accordance with the Govt. of India, Ministry of Road Transport & Highways programme for electronic toll collection from vehicles plying over National Highways, the Contractor shall ensure that the toll is paid electronically through pre-paid Tag affixed on the wind screen of the Vehicles deployed for Corporation duty which would enable seamless travel through dedicated lanes installed with Tag readers and facilitate adoption of cashless system and produce proof of same as and when demanded by the Corporation.
- (m) The contractor or his authorised representative shall receive the stock from central depots. The contractor shall furnish list of Authorised Representatives to the OSCSC, H.O and the concerned District Managers.

XIII. Set-off

- (a) Any sum of money due and payable to the Contractor (including Security Deposit refundable to the Contractor) 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 this contract or any other Contract made by the Contractor with the Corporation.
- (b) OSCSC reserves the right to claim from the tenderer/Bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on the part of the service provider.

XIV. Book Examination

The Contractor shall, whenever required, produce or cause to be produced for examination by the District Manager or any other officer authorized by him in this behalf, any cost or other accounts books, account vouchers, receipts, letters, memoranda or writing, 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. The decision of the District Manager on the question of relevancy of any document, 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 District Manager.

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 and/ or confirm any right to the Contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him.
- (b) **The Corporation have the exclusive right to appoint one or more Contractors for any or all the services and to divide the work 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) If the Contractor is required to perform any service in addition to those specifically provided for in the Contract and the annexed schedule of Contractor's remuneration, the same will be paid at the rates as fixed by mutual agreement.
- (d) 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 or is not auxiliary or incidental to any of such services, shall be decided by the District Manager whose decision shall be final and binding on the Contractor.
- (e) The Contractor will have the right to represent in writing to the District Manager 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 must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the Contractor's right in this regard will be deemed to have been waived.

XVI. PAYMENT

- (a) Payment will be made by Managing Director of the Corporation on submission of bills, in duplicate, duly supported by consignee receipts on monthly basis.
- (b) The contractor should submit all the bills not later than 2 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 disposal of bills the Contractor is advised to submit bills monthly.
- (c) The tenderer/bidder, registered under GST (if applicable) shall ensure that the invoice to be raised with OSCSC is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by OSCSC.
- (d) OSCSC reserves the right to release the payment of GST amount (if applicable) only post matching of the invoices in the GSTN system.
- (e) This shall be ensured by the tenderer/bidder, registered under GST (if applicable), that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.

XVII. RATES

- (a) All rates will be treated as firm for the period of the contract. No escalation whatsoever shall either be claimed or considered except as provided under sub-clause(b)
- (b) The rates for transportation of Dal shall be on the basis of net weigh of Dal.
- (c) No separate remuneration will be payable for the distance covered by the loaded lorries for the return journey, or from garage to place of loading, or back to garage.
- (d) For the purpose of calculation of transportation charges, the distance shall in all cases be rounded off to the nearest Kilometer.

- (e) The distance will be reckoned as fixed by the Collector of the district or by an officer acting on his behalf and rounded off to the nearest Kilo Meter, which will be final and binding on the contractor.
- (f) No compensation shall be admissible to the Contractor in respect of detention of trucks at the godown or any other loading/unloading points or any other place unless such detention is of an extraordinary kind. The decision of the Managing Director in all such matters shall be final.

XVIII. Force Majeure.

The contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the District Manager shall be the final judge. Strikes by contractor's workers on account of any dispute between the contractors and their workers as to wages or otherwise will not be deemed to be a reason beyond the contractors control and the contractors shall be responsible for any loss or damage which the Corporation may suffer on this account. Loss due to fire or theft during transit cannot be terms as force majeure event.

XIX. Law Governing the Contract & Dispute resolution:

- (a) The Contract will be governed by the Laws of India for the time being in force.
- (b) In case of any disputes arising out of and touching upon the contract, the same will be first referred to the Dispute/Grievance Redressal Committee to be constituted and functioning at the Head Office of the Corporation, with a view to settle the disputes. The matter/ dispute shall be referred by the aggrieved party within 30 days from the date of dispute. If any disputes remain thereafter, the same will be settled in the Court of Law having competent jurisdiction in Odisha only.

APPENDIX – I

Sl. No	Central Godown at	Receipient district	Quantity to be transported (In Mts)	Estimated Contract Value	EMD	Security amount
1	Bhubaneswar	Cuttack	1508.751	262,523	5,250	39,378
2		Jagatsinghpur	705.781	313,367	6,267	7,005
3		Kendrapara	939.208	524,078	10,482	78,612
4		Jajpur	1217.755	876,784	17,536	131,518
5		Puri	1090.156	385,915	7,718	57,887
6		Khordha	1202.721	202,057	4,041	30,309
7		Nayagarh	662.703	345,931	6,919	51,890
8		Balasore	1517.918	1,949,007	38,980	292,351
9		Bhadrak	960.399	818,260	16,365	122,739
10		Mayurbhanj	1820.547	2,949,286	58,986	442,393
	Total		11625.939	8,627,207	172,544	1,294,081
11	Sambalpur	Sambalpur	688.823	4,133	83	620
12		Bargarh	1087.436	411,051	8,221	61,658
13		Jharsuguda	345.546	118,177	2,364	17,727
14		Deogarh	247.699	156,050	3,121	23,408
15		Bolangir	1332.131	991,105	19,822	148,666
16		Subarnapur	461.815	218,900	4,378	32,835
17		Dhenkanal	853.924	1,163,044	23,261	174,457
18		Angul	832.932	829,600	16,592	124,440
19		Keonjhar	1258.448	1,774,412	35,488	266,162
20		Sundargarh	1318.208	711,832	14,237	106,775
	Total		8426.962	6,378,305	127,566	956,746
21	Berhampur	Ganjam	2282.532	301,294	6,026	45,194
22		Gajapati	427.936	305,546	6,111	45,832
23		Kandhamal	542.980	524,519	10,490	78,678
24		Boudh	336.581	460,443	9,209	69,066
25		kalahandi	1205.456	2,177,054	43,541	326,558
26		Nuapada	506.716	1,270,844	25,417	190,627
27		Koraput	1102.420	2,083,574	41,671	312,536
28		Rayagada	762.279	942,177	18,844	141,327
29		Nabarangapur	949.214	2,130,036	2,601	319,505
30		Malkangiri	471.148	1,255,138	5,103	188,271
	Total		8587.262	11,450,624	229,012	1,717,594
	GRAND TOTAL		28640.163	26,456,137	529,123	3,968,421

FORWARDING LETTER

Recent
photograph of
tenderer

From... (full name & address of the Tenderer).....

To.....

The Managing Director,
OSCSC Ltd., Bhubaneswar

Dear Sir,

1. I submit the Tender for appointment as Transport Contractor for transportation of Dal from Central Depots at.....to.....districts.
2. I have thoroughly examined and understood all the terms & conditions as contained in the Tender document, invitation to tender, General Information to Tenderer and its annexure & appendices and agree to abide by them.
3. I agree to keep the offer open for acceptance upto 45 days to the extension further by 30 days in case it is so decided by the Managing Director, OSCSC. I/We shall be bound by communication of acceptance of the offer dispatched within the time. I/we also agree that if the date upto which the offer would remain open is declared a holiday for the Corporation the offer will remain open for acceptance till the next working day.
4. I have deposited EMD and tender document fee of Rs. _____ Rupees _____ (in word) and Rs. _____ (Rupees _____) respectively. In the event of my/our tender being accepted, I/We agree to furnish Security Deposit as stipulated in the Tender.
5. I do hereby declare that the entries made in the tender and Appendices/Annexures attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.
6. I hereby declare that my Firm/Company has not been blacklisted or otherwise debarred during the last five years by the OSCSC, or any other Public Sector Undertaking or any Government, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.(*).

OR

I hereby declare that my Firm/Company was blacklisted/debarred by _____ (here give the name of the client) for a period of _____, which period has expired on _____

. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*)

(*) (strike out whatever is not applicable)

7. I hereby declare that no contract entered into by me/ my Firm/Company with the OSCSC, or any other Public Sector Undertaking or any government, or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.

8. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me/us with the OSCSC, or any other Public Sector Undertaking, or any government during the last five years.

9. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

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, the OSCSC shall have the right to disqualify me/us without giving any notice or reason therefor or summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

(Signature of Tenderer/
Power of Attorney Holder)

APPENDIX-III**OSCSC****TENDER FOR TRANSPORT CONTRACT FROM CENTRAL GODOWN TO DAL DESIGNATED DEPOT****Details of tenderer**Appendix-III – General Information/Additional Information/documentto be submitted with technical bids**(TO BE FILLED IN BY THE TENDERER)**

Master data shall be provided by the tenderer along with the copy of GST registration certificate (if available) as per following details:

1	Name & Date of Birth of the Tenderer.	
2	Constitution of the Tenderer (Proprietor, Partnership Firm, Private/Public Company). The name of the proprietor, or all Partners, or, the Directors of the company, as applicable, should be given.	
3	Business in which the tenderer is employed together with particulars of the Head office and branches, if any, are located.	
4	PAN of the Business (along with copy of PAN Card)	
6	Details of services (along with HSN code) being/to be supplied to our organization.	
7	<p>Following details are to be furnished</p> <p>a. Nature of the Tenderer (SEZ unit/SEZ Developer/STPI Unit/Normal entity/Foreign entity).</p> <p>b. Category of Tenderer (Normal registered/Registered under composition/Unregistered.</p> <p>c. Address.</p> <p>d. State code (Code as prescribed under GST).</p> <p>e. Latest Contact No.</p> <p>f. Latest Fax No. (if any).</p> <p>g. Latest E-mail ID</p> <p>h. GSTIN allotted by the Government (along with registration certificate) (if available).</p> <p>i. Effective date of registration</p> <p>Comments:</p> <p>1 .In case, you have obtained more than one registration in a State for different business verticals, the information at Sl. No. 7(a to i) needs to be provided for the additional registrations in the same State separately.</p>	

APPENDIX-IV

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 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.

Sl. No.	Name of the Client /Customer	Nature of the work /Contract executed	Contract Period	Product transported	Volume of Work transported In MT	Total Value Of work /Contract executed	Financial Year Wise Break Up of the work/Contract Executed		Whether work executed satisfactorily (Yes/No)	Remarks
							FY	Amount		

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.

SELF DECLARATION

I, Sri/Smt. _____ aged about _____
 S/o./D/o./W/o. _____ Proprietor/Partner/Dir
 ector 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 declaration is required to be produced with tender paper before the authorities of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-12, Khordha.
- 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 (if any). Apart from above, my EMD/Security Deposit may also be forfeited.

Signature of the Tenderer

APPENDIX-VI

TENDER SUBMISSION UNDERTAKING

Date: _____

To,

Sub: Acceptance of Terms & Condition of Tender.

Tender Reference No: _____

Name of Tender / work: _____

Dear Sir,

1. I/We have downloaded / obtained the tender documents(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum (s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender documents(s)/corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under the law.

Yours
Faithfully,

(Signature of the Bidder, with Official
Seal)

APPENDIX-VII**CHECKLIST****DOCUMENTS TO BE ATTACHED WITH THE PART-I TECHNICAL BID**

The scanned copies of documents shall be submitted (Printable in A4 size paper) with the tender, otherwise the tenderer shall be treated as disqualified in Technical bid.

Sl.No	Name of the Document	Put "✓" Mark
1	Invitation of Tender & Instruction to Tenderers, Tender Submission Undertaking- Annexure-I	
2	Certificate of experience on Transportation of food grains in last 5 (Five) financial years.	
3	Self-declaration mentioning that s/he/firm/ company is neither blacklisted nor any criminal or vigilance case is pending against the Tenderer (In the model format as at Annexure-III)	
4	Copy of Registered Partnership Deed/ Articles of Association/ Memorandum of Association/Bye-laws/Certificate of Registration, in case of Company etc. as applicable.	
5	Power of Attorney in submitting the Tender Paper on behalf of Partnership firm/ Company etc.	
6	Statement of Bank Account of last one-month preceding to publication of Tender Call Notice.	
7	Copy of Income Tax Return for the Assessment Year 2019-20 (Financial year 2018-19) & Copy of PAN & GST Registration Certificate.	
8	Copy of duly Audited Balance Sheet & Profit and Loss Account for the financial year 2018-19.	
9	Registration Certificate under " The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011".	

PART-B

PRICE BID – ARHAR DAL

Central Godown	Recipient district	Rate per Quintal per Km	
		In figures	In Words
Bhubaneswar	Cuttack		
	Jagatsinghpur		
	Kendrapara		
	Jaipur		
	Puri		
	Khorda		
	Nayagarh		
	Balasore		
	Bhadrak		
	Mayurbhanj		
Sambalpur	Sambalpur		
	Bargarh		
	Jharsuguda		
	Deogarh		
	Balangir		
	Subarnpur		
	Dhenkanal		
	Angul		
	Keonjhar		
	Sundargarh		
Berhampur	Ganjam		
	Gajapati		
	Kandhamal		
	Boudh		
	Kalahandi		
	Nuapada		
	Koraput		
	Rayagada		
	Nabarangpur		
	Malkangiri		

I/We offer to carry out transport operation for..... **District to** on following rate which includes all taxes, duties, cess etc. But excluding GST if applicable and it is confirmed that no other charges would be payable to me/us.

Date:

Signature of tenderer / Authorized person

Place:

Name:

Seal: