

**ODISHA STATE CIVIL SUPPLIES
CORPORATION LTD**

C/2, NAYAPALLI, BHUBANESWAR – 12



OSCSC Ltd.
Corporate Office

**TENDER DOCUMENT FOR ROAD
TRANSPORT CONTRACT - CMR**

PART – A

TECHNICAL BID
(CMR)

Tender No. 2309

Dated: 18/11/2020

**ODISHA STATE CIVIL SUPPLIES CORPORATION LTD,
DISTRICT OFFICE: KEONJHAR**

**INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR
APPOINTMENT OF TRANSPORT CONTRACTOR FOR TRANSPORTATION OF RICE FROM
MILL POINTS TO RICE RECEIVING CENTRES (RRC) AND FSD POINT OF FCI**

- A. Last date for on line submission of tender up to **5.00 PM** on **03.12.2020**
B. Tender to be opened on line at **11.00 AM** on **04.12.2020**

IMPORTANT NOTE:

- 1) Tender documents may be downloaded from E-Procurement Portal. Aspiring Bidders/Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating through the website www.tendersodisha.gov.in. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at **Annexure-A** regarding '**Instructions for online Bid Submission**'.
 - 2) Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website www.tendersodisha.gov.in.
 - 3) Tenders and supporting documents should be uploaded through e-procurement portal. Hard copy of the tender documents will not be accepted.
Note: If the date fixed for opening of tenders is declared a holiday, the tenders will be opened on the next working day following the holiday remaining time and venue will be same.
- C. Tender to remain open for acceptance up to **30/45 days from the last date of submission of tender.**

Note:

1. The Collector of the District may, at his discretion, extend this day by 30 days and such extension shall be binding on the tenderers.
2. If the date up to which the tender is open for acceptance is declared to be a closed holiday/Sunday, the tender shall be deemed to remain open for acceptance till next following working day.

Invitation to Tender

From:

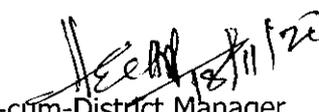
The CSO-cum-District Manager,
OSCSC, Keonjhar

To

Intending Bidders.

Dear Sir(s)/Madam(s),

For and on behalf of the Odisha State Civil Supplies Corporation Ltd. (hereinafter called the Corporation) the District Manager, Keonjhar invites Tenders online UNDER TWO BID SYSTEM at e-Procurement Portal ([URL:https:// www.tendersodisha.gov.in](https://www.tendersodisha.gov.in) for appointment of Transport Contractor for transportation of Rice from mill points to Rice Receiving Centres (RRC) and FSD points of FCI for a period of one year for the KMS-2020-21.


Chief CSO-cum-District Manager,
OSCSC Ltd., Keonjhar

GENERAL INFORMATION TO TENDERERS

1. Place of operation will be the mill points to Rice Receiving Centres(RRC) and FSD points of FCI of Keonjhar district.

A. Object of the Contract

The Contractors shall transport Rice from various mill points located in the district to different (RRC) Rice Receiving Centres and FSD points of FCI in same districts or other nearby districts as directed from time to time by the District Manager or an officer acting on his/her behalf along with such additional ancillary and incidental duties, services and operations as may be instructed by the District Manager or any officer acting on his/her behalf and not inconsistent with terms and conditions of this contract.

B. Brief description of work

- i) Transportation of Rice from various Mill points of Keonjhar (District) to different (RRC) Rice Receiving Centres/ FSD points of FCI. The name of the (RRC) Rice Receiving Centres/ FSD situated in the district for KMS 2019-20 is at **Appendix-I**. The information at **Appendix-I** is only indicative. There may be variations according to Procurement Policy, quantum of procurement & requirement,
- ii) **Loading of Rice bags at Mill points to the vehicle of the contractor shall be done by the custom miller at his cost. Unloading of Rice at Rice Receiving Centres (RRC) shall be done by the handling contractors. Rice shall be delivered at the scale point of godowns of FCI.**
- iii) The Tenderer must get themselves fully acquainted **with the location of Mill points vis-a-vis unloading points (RRC/FSD) as well as the prevailing conditions in the district such as road condition, Toll Gates enroute, Ghat Roads, Inaccessible Pockets, Natural Barriers, prevailing trend of inflation in fuel rates etc.** The rates quoted by Tenderer shall be deemed to have been done after such acquaintance. No Tenderer will be entitled to any compensation arising out of any misapprehension in this regard. Before tendering, the Tenderer must also get acquainted with the conditions of route to be taken by him/her for transportation of rice. Once the tender is submitted, the Tenderer will be deemed to have fully acquainted himself with the route and he will not be entitled for any compensation on account of road blockade, diversions etc. on the route.

C. Volume of work

No definite volume of work to be performed can be guaranteed during the currency of the contract. However, some items of general information are given in Appendix-I to the tender. The particulars given in the Appendix-I are intended merely to give the Tenderer an idea of the approximate quantum of work so as to help in making their own assessment for quoting the rates in accordance with the conditions of the Contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the Annexure to tender will be required to be performed.

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 duly obtained from **Manufacturer/PSU/OSCSC/Govt. Dept./Public Ltd. Company/Private Limited Company dealing in the field of Fertilizer, Food grains, Cement, Sugar, Rice, Coarse grains or any other commodity. Tenderer should have executed in any of the immediate preceding five years work of value:**

(a) At least 10% of the estimated contract value **i.e. Rs. 34,17,848.00** in one single contract:

OR

(b) 20% of the estimated contract value **i.e. Rs.68,35,695.00** in multiple contracts.

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.

II) Experience details in the Proforma prescribed at Appendix-VI shall be furnished by tenderer. The information furnished in Appendix-VI shall be supported by experience certificate issued by client(s) on their letter head.

III) **Tenderer without the requisite experience as mentioned above may also participate subject to providing an undertaking that an additional security in the form of Bank Guarantee of 2% of the contract value from 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) will be given, if selected. The format of the Bank Guarantee to be provided in such cases is at Appendix-V.**

IV) 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).

V) 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) One Tenderer can participate in tender for more than one district. One transport contractor will be appointed for one district, subject to estimated contract value is less than 10 crores. In the district where the estimated contract value is more than 10 crores, one contractor shall be appointed for each cluster with estimated contract value of Rs.10 crores. However, **the Corporation has 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.**
- (b) 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. The filled and signed Appendices II and III are to be scanned and uploaded at the space/packet provided in the e-Procurement system. Detailed instructions to bidders are available at Annexure-A of Model Tender Form (MTF). Bidders are requested to read the instructions contained therein carefully & meticulously for submission of bids through e-procure portal.

(a) Signing of Tender

- (i) The authorized signatory shall possess Digital Signature Card (DSC) for submission of tender documents and MTF. The DSC holder/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 scanned and uploaded 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 scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company.
- (ii) The Digital Signature Card (DSC) holder 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. If the Digital Signature Card (DSC) holder so signing the tender fails to produce the said Power of Attorney his tender shall be summarily rejected without prejudice to any other right of the Corporation under the law. The hard copy of Power of Attorney will be submitted by the successful tenderer at the time of awarding of the contract.
- (iii) 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 scanned & uploaded.

6. Earnest Money

- (i) Each tender must be accompanied by an **Earnest Money @ 2% value of contract amounting Rs. 6,83,570.00 (Rupees six lakhs eighty three thousand five hundred seventy only)** which must be submitted electronically through **NEFT/ RTGS / other electronic means** by the tenderers for which concerned District Manager, OSCSC will provide its **Bank Account No. 538001010036164, Branch :- Union Bank of India, Keonjhar, IFSC Code – UBIN0553808**. **In case of NEFT/ RTGS / other electronic means the tenderer has to indicate transaction no. (UTR No.) of such payments appropriately in the Bid** . The Tenderer shall be permitted to bid on the express condition that in case he resiles, or modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and Law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc besides forfeiture of EMD. He will also be debarred from participating in any other Tender Enquiry with OSCSC for a period of **five years**.
- (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.5,900 (Rupees Five Thousand Nine Hundred only)** inclusive of GST, has to be paid by the tenderer electronically towards tender documents fee as done in case of EMD and the deposit of tender document fee will have to be done along with EMD.
- (iv) MSEs registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.03.2012 or any other notification issued thereafter

7. Security Deposit

- i) The successful Tenderer shall furnish, within fifteen **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;
- (a) A sum equivalent to 5% of the value of the Contract i.e. **Rs.17,08,924.00 submitted electronically through NEFT/RTGS/other electronic means** in favour of the District Manager, OSCSC; and
- (b) **Another sum equivalent to 5% of the value of contract i.e. Rs.17,08,924.00, in the form of an irrevocable and unconditional Bank Guarantee issued by 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) in the format prescribed in Appendix-IV which shall be enforceable till six months after the expiry of the contract period.**
- (c) If applicable, an additional sum equivalent to 2% of the value of the contract i.e. **Rs.6,83,570.00**, in terms of an undertaking provided by the tenderer for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-

- operative banks and Gramin Banks) in the format prescribed in Appendix-V which shall be enforceable till six months after the expiry of the contract period.
- (ii) **In case of failure of the tenderer to deposit the Bank Guarantee as stipulated in clause 7(i) (b) & (c) within 15 working days of acceptance of his tender, further extension of 15 working days can be given subject to levy of penalty @1% of the whole amount of the security Deposit.**
 - (iii) The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the tender and the Corporation will not be liable for payment of any interest on the Security Deposit.
 - (iv) 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) by the due date or requisite Security Deposit in the form of Bank Guarantee under 7(i)b & 7(i)c including extension period (applicable to submission of BG only)**, 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 **five years**. After the completion of prescribed period of **five 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

- a) The tender shall be submitted online in two parts, viz., technical bid and price bid.
- b) All supporting documents except tender document have to be scanned and uploaded in Technical Bid. Price Bid as provided in Part -B, has to be scanned, encrypted and uploaded at the requisite places in the e - Procurement system.
- c) The envelope/packet in online containing the **Technical Bid shall include the following:**
 - i) All the Annexures & Appendices of MTF duly signed on each page by the Tenderer should be scanned and uploaded in e - Procurement portal.
 - ii) Earnest Money Deposit details alongwith receipt if any.
 - iii) List of Scanned copy of documents attached, as per the format in Appendix III, duly signed by the Tenderer.
- d) Tender which do not comply with these instructions shall be summarily rejected.
- e) Tenders should be uploaded / submitted through e-procurement at <https://www.tendersodisha.gov.in>. Manual bids/Hard copy of the tender documents will not be accepted. **However, the successful tenderer will have to submit the original hard copy of MTF duly signed on each page of MTF alongwith annexures/appendices duly attested on or before the date and time stipulated by OSCSC, failing which the EMD furnished by the Bidder is liable to be forfeited and further that the award of contract through the letter of acceptance will be issued to the successful tenderer only after he fulfills this requirement.**
- f) The supporting documents shall be scanned and uploaded by Tenderer clearly, neatly and accurately in readable format. Any alteration, erasures or overwriting on the supporting documents should be duly initialed by the authorized signatory.
- g) 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.

- h) Any attempt by tenderer to change the format of any of the supporting documents of the MTF while uploading or any attempt to tinker with the software of the portal will render his tender liable for cancellation and his subsequent blacklisting.
- i) 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 online in the Office of the District Manager, OSCSC, at the fixed time and the date indicated in the Notice Inviting Tender (NIT). 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 or they can view the bid opening event online at their remote view. 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 or they can view the bid opening event online at their remote view.

- 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. Terms for Micro & Small Enterprises

- (I) Tender document cost will not be charged from Micro & Small enterprises (MSEs).
- (II) MSEs registered with the agencies for the item/s tendered will be exempted from payment
- (III) MSEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer, the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
 - (i) District Industries Centers
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board.
 - (v) National Small Industries Corporation

- (vi) Directorate of Handicraft and Handloom
- (vii) Any other body specified by Ministry of MSME.

- (IV) The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose a attested/self-certified copy of valid registration certificate, giving details such as validity, stores/services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- (V) The benefits as stated above to MSE, shall be available for goods/services produced and provided by MSMEs for which they are registered.
- (VI) In case the MSE does not fulfill the criteria at Sr. No. III, IV and V above, such offers will not be considered for benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.
 - (a) Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/ forged/ tempered/ altered/ manipulated during verification, **the Tenderer will be liable for any loss suffered by the corporation** and he/they himself/themselves would disqualify for future participation in the tenders of OSCSC works for the next 05 (Five) years.
 - (b) The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only."
- (VI) If after award of contract, MSME resiles to accept the offer then corporation, alongwith taking other actions allowed under different clauses, will take-up with MSME Authorities for cancellation of their License.


Chief CSO-cum-District Manager,
OSCSC, Keonjhar

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

I. Definitions

- i) 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.
- ii) 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.
- iii) The term Contract Rates“ shall mean the rates of payment accepted by the District Manager/District Tender Committee for and on behalf of the OSCSC.
- iv) 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 and his/her successor(s).
- v) The term „District Manager“ shall mean District Manager 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.
- vi) The term „Godowns“ shall mean the OSCSC Depots/ Godowns/Mandis and include open platform/plinth built or constructed for storage of paddy inside or outside the owned/hired depot premises.
- vii) CMR – Custom Milled Rice.
- viii) 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.
- ix) The term “Trucks“ wherever mentioned shall mean mechanically driven vehicle such as Lorries etc., and shall exclude animal driven vehicles and Tipper.
- x) KMS – Kharif Marketing Season which starts from 1st October & ends in 30th September next.

II. Parties to the Contract

- a) The parties to the Contract are Contractor and the OSCSC represented by the District Manager 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 M.D., 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).

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 one KMS year **i.e. for KMS 2020-21** or such later date as may be extended by GoI for receipt of CMR.
- 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. Security Deposit

- a) The successful Tenderer shall furnish, within fifteen **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;
- b) A sum equivalent to 5% of the value of the Contract i.e. **Rs. 17,08,924.00 submitted electronically through NEFT/RTGS/other electronic means** in favour of the District Manager, OSCSC; and
- c) **Another sum equivalent to 5% of the value of contract i.e. Rs.17,08,924.00, in the form of an irrevocable and unconditional Bank Guarantee issued by 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/District Central Co-operative banks and Gramin Banks) in the format prescribed in Appendix-IV which shall be enforceable till six months after the expiry of the contract period.**

- (d) If applicable, an additional sum equivalent to 2% of the value of the contract i.e. **Rs.6,83,570.00**, in terms of an undertaking provided by the tenderer for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) in the format prescribed in Appendix-IV which shall be enforceable till six months after the expiry of the contract period.
- (e) **In case of failure of the tenderer to deposit the Bank Guarantee as stipulated in clause 7(i) (b) & (c) within 15 working days of acceptance of his tender, further extension of 15 working days can be given subject to levy of penalty @1% of the whole amount of the security Deposit.**
- (f) The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the Annexure and the Corporation will not be liable for payment of any interest on the Security Deposit.
- (g) 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) by the due date or requisite Security Deposit in the form of Bank Guarantee under 7(i)b & 7(i)c including extension period (applicable to submission of BG only)**, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. 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 **five years**. After the completion of prescribed period of **five 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.
- (h) The Security Deposit will be refunded to the Contractors on due satisfactory performance of the services, and on completion of all obligations by the Contractor under the terms of the Contract, and on submission of a "No demand certificate", subject to such deduction from the Security as may be necessary for recovering the Corporation's claims against the Contractor. The Corporation will not be liable for payment of any interest on the Security Deposit.
- (i) Whenever the Security Deposit falls short of the specified amount, the Contractors shall make good the deficit so that the total amount of Security Deposit shall not at any time be less than specified amount.
- (j) 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) by the due date or requisite Security Deposit in the form of Bank Guarantee under 7(i)b & 7(i)c including extension period (applicable to submission of BG only)**, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. 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 five years. After the completion of prescribed period of five 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.

X. 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 provide the number of trucks per day as indented by the Corporation, the contractor will be liable to pay the Corporation Liquidated Damages @ Rs.300/- with maximum of Rs. 1000/- (One Thousand) per truck per day for a 9 MT truck which the parties to the contract having agreed to as a reasonable estimate of the losses to the Corporation arising on account of such failure.
- 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, Liquidated Damages @ Rs. 200/- per truck will be imposed by the concerned District Manager without prejudice to any other right or remedies under the contract and law.
- 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 Acquisition Cost of CMR for the relevant KMS declared by Govt. of India. The parties to the Contract have agreed that the amount of Liquidated Damages specified above represents a genuine estimate of the loss likely to be caused to the Corporation by the shortage, wastage, loss or damage to the goods in transit. Such recovery of Liquidated Damages shall be effected without prejudice to the right of OSCSC to initiate civil/criminal proceedings against the defaulting Contractors wherever it is suspected that the shortage/losses occurred due to deliberate/willful omission, theft, misappropriation, irregularities etc. committed by the Contractors or their representatives/employees.

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.

XII. 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.

XIII. Responsibilities of the Contractor

- a) i) The Transport Contractor is required to keep continuous & close liaison with the custom millers, District Manager and other officials of OSCSC in respect of delivery of rice by Millers, and deploy adequate number of transport vehicles in time at each mill point for transportation of Rice . It must be ensured by the transport contractor that rice is lifted and transported from the mill point to different RRC / FSD of FCI on the same day of lifting.
- ii) The Contractor shall be responsible to supply adequate and sufficient number of trucks for transportation of CMR 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 Rice bags to the transport vehicles at mill point is the responsibilities of custom millers. The rice bags shall be delivered at the scale point of RRC and FCI godown. Carrying the rice bags and stacking inside the godown is the responsibilities of OSCSC/FCI.**
- b) The Contractor shall transport by trucks to be arranged by him such number of bags of Rice 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 rice 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 different 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) In special cases the Contractor may also be required at short notice to arrange to transport bags of CMR and shall bound to comply with such requests.
- e) 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.
- f) The Contractor shall be responsible for the safety of the goods from the time they are loaded on their truck from mill points 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 Rice 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 Rice loaded/unloaded into/from trucks or any other vehicle shall be worked out on the basis of cent percent weightment. The representative 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.
- g) 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 CMR entrusted to him for transportation.
- h) 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.

- i) 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.
- j) The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the CMR etc. of the Corporation are loaded.
- k) 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.
- l) 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.
- m) 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. PAYMENT

- a) Payment will be made by the concerned District Manager of the Corporation on submission of bills, in triplicate, 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.

XVIII. RATES

- a) (i) 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) below.
- (ii) The rates for transportation of rice shall be on the basis of net weight of Rice.
- (iii) 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.
- (iv) For the purpose of calculation of transportation charges, the distance shall in all cases be rounded off to the nearest Kilometer.
- (v) 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.
- (vi) 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 District Manager in all such matters shall be final.

(b) Revision of rates due to change in diesel prices

- (g) An increase of 0.75 paise per KM/M.T. will be allowed on the base rate for every increase of 40 paise per litre in the price of diesel, in the event of increase in the retail price of diesel by more than 5% as compared to the base rate.
- (ii) A decrease of 0.75 paise per KM/M.T. will be effected on the base rate for every decrease of 40 paise per litre in the price of diesel, in the event of decrease in the retail price of diesel by more than 2.5% as compared to the base rate.
- (iii) The retail price of diesel prevailing on the date of submission of the tender will be taken as the base rate and the rate revision will be allowed from the next quarter commencement date i.e. 1st Jan., 1st April, 1st July or 1st Oct. following the date of revision of diesel rates. The Diesel rate prevailing at the Indian Oil Corporation outlets at the concerned OSCSC District Headquarters will be taken into consideration for revision of rates. The Contractor is, therefore, advised to ensure that all the necessary documents are properly furnished in time whenever revision is requested for.
- iv) There shall be no revision in rates consequent upon increase or decrease of diesel prices for the rates upto 8 kms.

XIX. 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.

XX. 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.

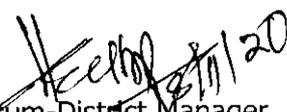
Appendix-I

GENERAL INFORMATION

The name of the Milling points, the custom millers tagged to the Milling points, quantity of the rice delivered by the custom millers in KMS 2019-20 are as below. The information is only indicative. There may be variations according to Procurement Policy & requirement.

Sl. No	Name of Milling points	Name of the RRC-cum-DSC tagged	Approximate Distance from Mill points to RRC in Km	Quantity Delivered in Qtl
1	M/s Narayan Food Products (P) Ltd., Hundula	PEG, Gumura	19	14196.78
		RRC-cum-DSC, Champua	36	6326.40
		RRC-cum-DSC, Barbil	67	12200.00
		RRC-cum-DSC, Jhumpura	9	5000.00
2	Shree Agrico & Rice (P) Ltd., Padmapur	RRC-cum-DSC, Mandua	19	11789.68
		PEG, Gumura	17	3397.86
		RRC-cum-DSC, Champua	49	18800.00
		RRC-cum-DSC, Barbil	71	15400.00
		RRC-cum-DSC, Jhumpura	16	18568.83
3	M/s Basudev Rice Mill, Jhumpura	RRC-cum-DSC, Champua	35	1200.00
		RRC-cum-DSC, Barbil	57	1000.00
		RRC-cum-DSC, Jhumpura	2	34029.21
4	M/s Leles Rice Mill, Bankia	PEG, Gumura	50.1	3792.82
		RRC-cum-DSC, Champua	26.1	36519.49
		RRC-cum-DSC, Barbil	64.1	29800.00
		RRC-cum-DSC, Jhumpura	40	4600.00
5	M/s BL Rice Mill, Guhalchatua	RRC-cum-DSC, Mandua	7.7	31226.40
		PEG, Gumura	15.5	26531.62
6	M/s Baitarani Rice Mill, Guludipashi	RRC-cum-DSC, Mandua	37.3	47379.86
		PEG, Gumura	38.1	82084.05
		RRC-cum-DSC, Champua	69.7	8400.00
		RRC-cum-DSC, Barbil	104	12000.00
7	M/s Maha Mahima Foods, Nuapada	RRC-cum-DSC, Mandua	81.7	33636.42
		PEG, Gumura	86.5	39102.58
		OSWC, Anandapur (Suanpada)	22.9	15787.92
8	M/s Shyam Sunder Rice Mill, Jharkundi	RRC-cum-DSC, Mandua	83	8389.03
		PEG, Gumura	91	24951.80
		OSWC, Anandapur (Suanpada)	20.6	22263.39
9	M/s Laxminarayan Rice Mill, Sadha	RRC-cum-DSC, Mandua	103	13994.40
		PEG, Gumura	111	10991.80
		OSWC, Anandapur (Suanpada)	32.6	29351.22
10	M/s Laxmipriya Rice Mill, Orali	RRC-cum-DSC, Mandua	103	7191.38
		PEG, Gumura	111	13585.84

		OSWC, Anandapur (Suanpada)	35.2	19252.32
11	M/s Pranaballav Rice Mill, Naha	RRC-cum-DSC, Mandua	108	20392.74
		PEG, Gumura	114	9990.30
		OSWC, Anandapur (Suanpada)	39.1	38919.92
12	Maa Madhoi Rice Mill, Jhunabadi	RRC-cum-DSC, Mandua	124	24756.98
		PEG, Gumura	131	21769.30
		OSWC, Anandapur (Suanpada)	50.8	35785.12
13	M/s Sarangadhar Agrotech (P) Ltd., Balibarei	RRC-cum-DSC, Mandua	111	22282.90
		PEG, Gumura	118	12377.46
		OSWC, Anandapur (Suanpada)	40.1	38543.54
TOTAL				887559.36


 Chief CSO cum-District Manager,
 OSCSC Ltd., Keonjhar

Instruction for Online Bid Submission

1. Submission of Proposal in the e-Procurement Portal:

- A. The Applicant intending to participate in the bid is required to register in the Portal i.e. **www.tendersodisha.gov.in** furnishing required information about them. This is a onetime activity for registering in Portal. During registration, the Applicant has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL, etc.
- B. To log on to the portal, the Applicant is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
- C. The tender documents uploaded by the Tender Inviting Officer in the website **www.tendersodisha.gov.in** will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. The publication of the tender will be for a specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active Tenders Any bidder can view or download the bid documents from the web site.
- D. Furnishing scanned copy of documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
- E. In the case of any failure, malfunction, or breakdown of the electronic system used during the e- procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- F. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- G. For submission of Bids through the e-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per Tender.
- H. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the e-Procurement portal.

- I. The Officer inviting the bid will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC, provided the questions are raised before the date mentioned in the home page under critical dates.
- J. Any addendum issued shall be part of the bidding documents and shall be notified in the websites.
- K. The Officer inviting the bid shall provide entire tender document along with forms and formats in the portal. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates in designated Cell and uploads the same in designated locations of Financial Bid. Using DSC of appropriate class shall effect submission of document.

II. Tender Fees (Non-refundable) & Earnest Money Deposit (EMD)

- A. The bidder must deposit Rs.5,900/- (Rupees five thousand nine hundred inclusive of GST @ 18%) towards Tender Document Fee and EMD of **Rs. 6,83,570.00 (Rupees six lakhs eighty three thousand five hundred seventy Only)** at the time of submission of application through online system only through a process as per works Department office Memorandum vide Letter No.17254 dated 05.12.2017 failing which the bid shall be rejected (Copy of the Memorandum is attached) .The EMD of unsuccessful bidders will be refunded within 30 days after final selection without any interest on their written request. EMD of the successful bidder will be adjusted towards the performance security.
- B. The Earnest Money will be forfeited on account of one or more of the following reasons:
 - a) The bidder if withdraws its proposal during the selection process (subsequent to opening of Bid)
 - b) The bidder fails to provide required information during the evaluation process or submits false information/document in support of its qualification.
 - c) In case of successful Bidder, if the Bidder fails to submit required performance security and sign the contract within prescribed time (i.e. 15 days from Notice of Award).

III. Format and Signing of Proposal:

- A. The prospective bidder can download the tender from the website any time after date and time of issue of TENDER and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the due date and time of submission The Applicant shall only submit **single** copy of the proposal including required documents and Price Bid in the e-Procurement portal i.e. www.tendersodisha.gov.in within due date of submission. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures, the words will be self-generated The Bidders are advised to up-load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power/link failures etc.

- B. The Applicant shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including declaration form, formats and price bid etc., and store in the system. The applicant shall also ensure payment of Bid processing fee and EMD before submission of proposal completed in all respect.
- C. The Applicant shall log in to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.
- D. The bids once submitted cannot be retrieved or corrected. Bids cannot be re-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Applicant should click on submit button.
- E. In the e-Procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.
- F. The Bidder should ensure clarity of the document uploaded by him to the portal especially the scanned documents by taking out sample printing Non-submission of legible documents may render the bid non-responsive However, the Officer Inviting the Proposal if so desires can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid If the Applicant fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.
- G. Signing of Bid: The Applicant shall digitally sign on all statements, documents and certificates uploaded by him, owing responsibility for their correctness/authenticity as per IT Act 2000. If any of the information furnished by the Applicant is found to be false/fabricated/bogus his EMD/ Bid security shall stand forfeited and the bidder is liable to be blacklisted.

IV. Submission of Proposal:

A. **Deadline for Submission of Proposal:**

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

B. **Late Bids:**

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

C. **Modification and Withdrawal of Bids:**

- a) In the e-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only

will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of Internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.

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

V. Opening and Evaluation of Proposal:

- A. The Tender Inviting Officer shall open the bids on specified date and time. Bid opening date and time as specified in the Notice Inviting Proposal can be extended issuing a corrigendum to this effect in the portal, if necessary.
- B. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Applicants are not required to be present during the bid opening to witness the process.
- C. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.
- D. The Opening Officers will first check the scanned demand draft towards Processing Fee and the scanned document of Bid Security with that of the original submitted. If found in order, then only further evaluation shall be carried out, else the proposal shall be declared invalid and be liable for rejected.
- E. The bids accompanied with bid processing fee and bid security of prescribed value and description will be taken up for further evaluation with respect to eligibility, experience and financial strength based on document submitted.
- F. The Proposal Inviting Officer may be asked in writing to the Applicant for clarification with respect to any document submitted along with the proposal or any other matter during the course of technical evaluation, if necessary.
- G. The Applicant will respond in not more than 3 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- H. The Technical evaluation of all the bids will be taken up as per the information furnished by the Applicant. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action) shall be taken against the bidder/applicant.
- I. After technical evaluation of the Proposal and selection of the technically qualified Applicants, the financial bids of the technically qualified bidders only shall be opened (online) on the due date and time of opening.

FORWARDING LETTER

Recent photograph of tenderer

From... (full name & address of the tenderer) _____

To

THE CHIEF CSO-CUM-DISTRICT MANAGER,
O.S.C.S.C LTD, KEONJHAR

Dear Sir,

1. I submit the e-Tender for appointment as Transport Contractor for transportation of Rice from mill points to Rice Receiving Centres (RRC) and FSD points of FCI Keonjhar of district as indicated in Appendix-I & as modified from time to time.
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 Collector. 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.6,83,570.00 (Rupees six lakhs eighty three thousand five hundred seventy only)** and **Rs.5,900.00 (Rupees five thousand nine hundred only)** 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)

OSCSC
TENDER FOR TRANSPORT CONTRACT FROM MILLING POINT TO RICE RECEIVING CENTRES (RRC)
AND FSD POINTS OF FCI
Details of tenderer

Appendix-III – General Information/Additional Information/document
to 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>

Cont...

List of Documents Attached

1. Forwarding Letter.
2. All supporting documents except tender document have to be signed, scanned, and uploaded in Technical Bid. Price Bid has to be scanned and uploaded at the requisite places in the e-Procurement System.
3. List of documents enclosed.

Document No.

1. Attested copy of Registered Deed of Partnership/Memorandum and Articles of Association/ By-laws/ Certificate of Registration etc. as applicable. Yes/No
2. Power of Attorney of person signing the tender. Yes/No.
3. Certificate of experience and details thereof (refer para 3 of invitation to tender) Yes/No.
4. **Duly audited P & L account and Balance sheet for preceding 3 financial years. i.e F.y 2016-17,2017-18 & 2018-19 shall be submitted.** Yes/No
In case of Partnership, only the experience of the Firm will be reckoned and for the purpose the experience of the Individual Partners will not be counted
5. Copy of income Tax Return/ PAN Card Yes/No
6. Copy of GST registration certificate, if available Yes/No

(Signature & Seal)

(Authorized Signatory)

Appendix-IV

Proforma of Bank Guarantee of Security Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This Deed of Guarantee made this day of between (Name of Bank) having its registered office at (place) and one of its local offices at (hereinafter referred to as the Surety), and Sri , Proprietor / Partner / Director of having its registered office at (hereinafter referred to as Tenderer).

WHEREAS M/s (hereinafter referred to as Tenderer) and having its registered office at is bound to furnish security in the form of Bank Guarantee with OSCSC in connection with submission of tender for Road Transport Contract from to (Locations).

WHEREAS the Tenderer as per clause No. of terms & conditions of the Tender No. dated has agreed to furnish Security by way of Bank Guarantee within fifteen days from the date of acceptance of Tender for Rs. for due performance of all obligations under the contract.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above tender made by the Tenderer to OSCSC hereby undertake to guarantee payment on demand without demur to OSCSC and without notice to the Tenderer the said amount of Rs..... (Rupees.....) within oneweek from the date of receipt of the demand from OSCSC on presentation of this Deed of Guarantee which the Tenderer is bound to furnish with OSCSC towards Security in connection with his Tender.
2. This Guarantee shall not be affected/dischARGE by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of OSCSC, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of OSCSC in writing.
4. Notwithstanding anything contained in the foregoing, the Surety"s liability under this Guarantee is restricted to Rs. _ (Rupees _).
5. This Guarantee shall remain in force and effective up to .
6. The Surety will make the payment pursuant to the Demand issued by OSCSC notwithstanding any dispute or disputes raised by the Tenderer against OSCSC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety"s liability under this guarantee being absolute and unequivocal.
7. Any forbearance, act or omission on the part of OSCSC in enforcing any of the conditions of the said Tender or showing any indulgence by OSCSC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by OSCSC.
8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the surety in writing on or before..... the Surety shall be discharged from all liabilities under this Guarantee thereafter.

9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this Deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of above named Bank

(Banker's Name and Seal)

Appendix-V

Proforma of Bank Guarantee to be furnished alongwith Security Deposit as Performance Guarantee (where Tenderer does not have requisite experience as stipulated in the Tender).

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This Deed of Guarantee made this ____ day of ____ between ____ (Name of Bank) having its registered office at ____ (place) and one of its local offices at ____ (hereinafter referred to as the Surety), and Shri _____ Proprietor / partner / Director of _____ having its registered Office at _____ (hereinafter referred to as Tenderer).

WHEREAS M/s _____ (hereinafter referred to as "Tenderer") having its registered office at _____ is bound to furnish Performance Guarantee in the form of Bank Guarantee with OSCSC in connection with Tender for RTC from _____ to _____ at _____ (locations)

WHEREAS the Tenderer as per clause no. ____ of terms and conditions of the tender No. ____ dated ____ has agreed to furnish Performance Guarantee by way of Bank Guarantee within fifteen days from the date of acceptance of tender for Rs. ____ for due performance of all obligations under the contract.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to OSCSC hereby undertakes to guarantee payment on demand without demur to OSCSC and without notice to the Tenderer the said amount of Rs. (Rupees.....) withinone.....week from the date of receipt of the demand from OSCSC on presentation of this Deed of Guarantee which the Tenderer is bound to furnish with OSCSC towards Performance Guarantee in connection with his Tender.
2. This Guarantee shall not be affected /discharge by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of OSCSC, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this Guarantee during its currency except with previous consent of OSCSC in writing.
4. Notwithstanding anything contained in the foregoing, the Surety's liability under the Guarantee is restricted to Rs. _(Rupees ____).
5. This Guarantee shall remain in force and effective up to _____.
6. The Surety will make the payment pursuant to the Demand issued by OSCSC notwithstanding any dispute or disputes raised by the Tenderer against OSCSC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the surety's liability under this Guarantee being absolute and unequivocal.
7. Any forbearance, act or omission on the part of OSCSC in enforcing any of the conditions of the said Tender or showing any indulgence by OSCSC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this

Guarantee shall be discharged only on the written intimation thereof being given to the Surety by OSCSC.

8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before.....the Surety shall be discharged from all liabilities under Guarantee thereafter.
9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED

For and on behalf of

(Banker"s Name and Seal)

For and on behalf of above named Bank

APPENDIX-VI

Proforma of Work Experience Certificate to be produced by the Tenderer

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		

TENDER SUBMISSION UNDERTAKING

Date: _____

To,

The Chief CSO-cum-District Manager,
OSCSC Ltd., Keonjhar

Sub: Acceptance of Terms & Condition of Tender.

Tender Reference No: _____

Name of Tender / work: **For appointment of Transport Contractor for transportation of Rice from Mill Points to RRCs and FSD of FCI**

Dear Sir,

1. I/We have downloaded / obtained the tender documents(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.tendersodisha.gov.in 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. 1 to 39** (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)

**PART-B
PRICE BID-RICE**

Distance Range	Schedule of Rate (In Paisa Per Qtl/Km)
0-08 Km	15.68 (Flat per Quintal)
09-20 Km	0.52
21-40 Km	0.52
41-80 Km	0.43
81-100 Km	0.43
101 & above	0.43

I/We offer to carry out transport operation for **Keonjhar District** to on following rate which includes all taxes, duties, cess etc. But excluding GST if applicable.

- At the rate given in the Schedule of Rates for services (SoR), **or**
- At percent (.....indicate percentage in words) above the rate given in the Schedule of Rates for services (ASoR), **or**
- At percent (.....indicate percentage in words)below the rate given in the Schedule of Rates for services (BSoR), and it is confirmed that no other charges would be payable to me/us.

N.B.

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:
Place:

Signature of tenderer / Authorized person
Name:
Seal: