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

OSCSC Ltd.
Corporate Office

TENDER DOCUMENT FOR ROAD TRANSPORT CONTRACT – PADDY FOR KMS 2022-23

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

PART – A

TECHNICAL BID
(Paddy)

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

BLOCK - PADAMPUR

NOTICE INVITING TENDER

Office of Chief CSO/ CSO-cum-District Managers
Odisha State Civil Supplies Corporation Ltd.
District : **BARGARH**

TENDER No. **6811** Dated: **09.09.2022**

Cost of Tender Document: - Rs.5900/- Inclusive of GST for each UNIT.

Online tenders are invited from eligible bidders for selection and appointment of transport contractors for transportation of paddy from paddy purchase centres (PPC) to rice mills with in district or out side the district within the state of Odisha.

1	Availability of tender documents	From Date 10.09.2022 Downloadable from website: www.oscsc.in, www.foododisha.in & www.tendersodisha.gov.in
2	Date, time and venue for pre-bid conference.	On dt 19.09.22 at 11.00 AM, Place: O/o CCSO-Cum-Dist. Manager, OSCSC Ltd., Bargarh
3	Last date and time for online submission of completed Tender Documents with enclosures	Through e –Procurement Portal : www.tendersodisha.gov.in Up to 5.30 PM of Dt. 26.09.2022
4	Date, time and venue for opening of Technical Bid by the Tender Committee	On dt 27.09.2022 at 11.00 AM, place: Conference Hall of Collectorate, Bargarh
5	Date, time and venue of submission of original documents in support of scanned copies *uploaded* in the portal for verification	On dt 29.09.2022 at 11.00 AM, place: Conference Hall of Collectorate, Bargarh
6	Date & time of Financial Bid opening by the Tender Committee (Only of Technically Qualified Bidders)	To be announced after technical bid evaluation.

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.

Chief CSO/CSO-cum-District Managers
OSCSC Ltd., BARGARH

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

Tender No. 6811 **Dated 09.09.2022**

ODISHA STATE CIVIL SUPPLIES CORPORATION LTD,

DISTRICT OFFICE: BARGARH

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF TRANSPORT CONTRACTOR FOR TRANSPORTATION OF PADDY FROM MANDI TO MILL POINTS FOR KMS 2022-23

A. Last date for on line submission of tender up to 5.30 PM on 26.09.2022

B. Tender to be opened on line at 11.00 AM on 27.09.2022

IMPORTANT NOTE:

1) Tender documents may be downloaded from E-Procurement Portal. Aspiring Bidders who have not enrolled/registered in e-procurement should enrol/ register before participating through the website www.tendersodisha.gov.in. 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) Tender 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 the same.

C. Tender to remain open for acceptance up to **45 days from the last date of submission of tender**. The Collector of the District may, at his/her discretion, extend this day by 30 days and such extension shall be binding on the tenderers.

D. 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 the following working day.

E. Tenderer must deposit Rs.5900/- towards application money. Details at **Annexure-A.**

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

Invitation to Tender

From:

The District Manager,
OSCSC Ltd., BARGARH

To

_____

_____

Dear Sir(s)/Madam(s),

For and on behalf of the Odisha State Civil Supplies Corporation Ltd. (hereinafter called the Corporation) the District Manager, OSCSC Ltd., BARGARH invites Tenders online UNDER TWO BID SYSTEM at e-Procurement Portal (URL:https:// www.tendersodisha.gov.in) for appointment of Transport Contractor for transportation of paddy from mandi to mill points for KMS 2022-23.

(Signature of District Manager)

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

GENERAL INFORMATION TO TENDERERS

1. Tenderers shall transport paddy as entrusted by the Corporation from time to time from various paddy purchase centres of BARGARH (district) to Rice Mills located within and/or outside the district.

A. Object of the Contract

The Contractors shall transport paddy from Mandi/paddy purchase centres (PPC) to various rice mill points located in the same district or in other 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.

The transport contractors will be appointed for each Blocks/ Sub-division/ District. The District Level Tender Committee of each districts shall decide to engage transport contractors for each Block (including ULB or Sub-division or District) depending upon volume of Procurement, geographical locations of the purchase centres and custom mills and other local factors. **The Block/ Sub-division/ District will be considered as one unit for selection and engagement of transport contractor.**

B. Description of work

i) The contractor shall transport paddy as entrusted to him from time to time from Paddy Purchase Centres (PPC) of the Block/Sub-Division/District to various Rice Mills located in the district or outside **district but within the state by Road.**

ii) The number of the mandies/ Paddy Purchase Centres operated in the Block/ Sub-division/ District and number of custom millers tagged to each such Block/ Sub-division/ District for KMS 2022-23 is at Appendix-I. The information at Appendix-I is only indicative. There may be variations in (according to Procurement Policy), quantum of procurement (according to Procurement Policy) and requirement.

iii) Loading of paddy bags at PPC to the vehicle of the contractor shall be done by the procuring agencies/ Commission Agents of OSCSC i.e. PACS/WSHG/PP. The Unloading of paddy at miller's premises shall be done by the custom miller at his cost.

iv) In case of any dispute in respect of quality at mill points, the decision of the quality team of Headquarter/ district office shall be final and binding.

v) The Tenderer must get themselves fully acquainted with the location of PPC and unloading points as well as the prevailing conditions in the district such as road condition, Toll Gates en-route, 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 miscomprehension 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 paddy. 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.

vi) The contractor shall complete the movement within the time schedule set by the District Manager.

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

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.

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. Qualifying conditions for Bidding:

a) Minimum Transport Vehicles Required

i) Each tenderer should have dedicated **17 / 10** transport vehicles of 10/17 MTs or above capacity. Out of these at least **5** vehicles should be his/ her/their own and the remaining **12 / 5** vehicles can be with a minimum of one year hire agreement with the owners.

ii) The District Level Tender Committee shall decide to engage Transport contractor district wise/ Sub Division wise/ Block wise depending upon volume of procurement, geographical locations of the purchase centres and Rice Custom Mills and other local factors. The Block/ Sub-division/ District will be considered as one UNIT for selection and engagement of transport contractor.

iii) The District Level Tender Committee shall decide the minimum requirement of transport vehicles for each UNIT considering volume of procurement, number & location of purchase centres, geographical location etc. for timely lifting of paddy from purchase centres.

iv) The tenderer shall furnish particulars of vehicles owned/ hired in the format at **Appendix – XII/XIII.**

v) The tenderer shall furnish copies of RC Book, fitness certificate and valid permit of own/ hired vehicles declared in the tender along with hire agreement in case of hired vehicles.

b) Financial Capabilities of the Tenderer

i) As huge quantity of paddy is to be transported during the contract period within a time bound schedule. A contractor should have both physical infrastructure and financial resources for working capital requirements to fund assured supply of POL, Lubricants etc. maintenance of vehicles and other recurring expenditures.

ii) The transport contractors shall utilize his own resources without seeking any mobilization advance from the Corporation for this purpose.

iii) The tenderer in support of his financial soundness to carry out the transportation work shall furnish capability certificate of Rs.20 lakhs for Block level, 35 lakhs for Sub-Division level & 50 lakhs for District level contracts from any Scheduled Nationalized Banks.

c) Capability to engage Manpower

The transport contractors shall engage his representatives in each paddy purchase centres from where paddy will be lifted and transported to the custom millers. The transport contractors should be capable to employ large number of representatives. The representatives should be capable of coordinating with the district supply office PACS/ LAMPS/ WSHG and Custom Millers on day to day basis.

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OSCSC Ltd Bargarh

d) The tenderer is required to submit an Action Plan to carry out the transportation job successfully as per format at Annexure. Incapacity and inability to maintain the required physical infrastructure in terms of transport vehicles, manpower and financial resources on his own by the tenderer as assessed by the DLTC would render his tender rejected.

e) Tenderer should have experience of Transportation with Manufacturer/PSU/OSCSC/Govt. Dept./Public Ltd. Company/Private Limited Company dealing in the field of Fertilizer, Food grains, Cement, Sugar, Paddy Coarse grains or any other commodity. Tenderer should have executed in any of the immediate preceding five years work of value:

(a) At least 20% of the estimated contract value i.e. Rs. **14,68,524.00** in one single contract:

OR

(b) 40% of the estimated contract value i.e. Rs. **29,37,047.00** 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.

f) 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.

g) 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 @ 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.

h) 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).

i) 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.

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 still serving the sentence, 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.

C.C.S.O-cum-District Manager
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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

For the purpose of this tender one Block (and ULB) / Sub-division/ District is treated as one unit. One transport contractor shall be appointed for each unit of the district. However, the Corporation has the exclusive right to appoint more than one Contractor in any unit that the Corporation may decide for smooth paddy procurement operations at any time and no claim shall lie against the Corporation by reason of such division of work.

(a) A tenderer can participate in tender for more than one unit of the district, but cannot be selected & appointed in more than one unit. In case one tenderer is found to be L-I (Lowest One) in more than one unit, the District Level Tender Committee will decide the unit, where the L-I tenderer will be appointed. The decision of DLTC will be final & binding. In such event, the L-II tenderer of the unit will be offered for selection at the L-I rate and if L-II tenderer declines, then the decision of DLTC would be final as to fresh tender or selection of L-III at the rate of L-I.

(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 the tender document. Bidders are requested to read the instructions contained therein carefully & meticulously for submission of bids through e-procure portal.

(c) Tenderers are to apply separately for each unit.

(d) Technical Bid and Financial Bid shall be opened separately.

(e) One tenderer can participate in tender in one district only where his original place of business is located. In case the tenderer has participated in more than one district, his tender in all the districts is liable to be rejected.

(f) The Tenderer needs to give a Declaration that he has not participated in other Districts.

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.

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(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/Pvt. Ltd. company. The Power of Attorney duly signed should be scanned & uploaded.

6. Earnest Money Deposit (EMD)

Pursuance to the Finance Department Memorandum No.8943/F dated 18.03.2021, in wake of slowdown of the economy due to COVID-19 pandemic, all the interested bidders shall be exempted from earnest money deposit while submission of their bid. In lieu of such Bid Security (EMD), interested bidders shall submit **"Bid Security Declaration"** in the prescribed format at **"Appendix-VIII".**

7. Security Deposit

(i) The successful Tenderer shall furnish, within seven 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. 3,67,131.00** 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. 3,67,131.00**, 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) 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. 1,46,852.00**, 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 Nationalised Bank' notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) which shall be enforceable till six months after the expiry of the contract period.

d) **Additional Performance Security(APS) in case of Abnormally Low Bids (ALBs):** Consequent upon modification of codal provision in Works Department, Odisha, Office Memorandum No.14459/W, Dated 20.09.2018 & Amendment issued vide Office Memorandum No.4559/W, Dated. 05.04.2021, the following table is applicable in connection with deposit of Additional Performance security.

Sl. No.	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
1	Below 5%	No additional Performance Security
2	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
3	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

Additional Performance Security (APS) shall be furnished by the successful bidder. When the bid amount is less than the estimated cost put to tender, in such an event, the bidders who have quoted less bid price / rates then the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security as mentioned in the above table as applicable and given in tender document.

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(ii) In case of failure of the tenderer to deposit the Bank Guarantee as stipulated in clause 7 (b) & (c) within 7 working days of acceptance of his tender, further extension of 7 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 Annexure 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 by the due date or requisite Security Deposit in the form of Bank Guarantee under including extension period (applicable to submission of BG only),** his Contract shall be summarily terminated 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 duly signed on each page by the Tenderer should be scanned and uploaded in e - Procurement portal.

(ii) Scanned copies of documents attached, as given at Appendix - IX, duly signed by the Tenderer. Tender which does not comply with these instructions shall be summarily rejected.

(iii) 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 tender document duly signed on each page of tender document along with annexures/appendices duly attested on or before the date and time stipulated by OSCSC, failing which the corporation shall award the contact to other bidders as per terms of this tender document, besides other penal action against the tenderer.

(iv) 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 initialled 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 attempt by tenderer to change the format of any of the supporting documents of the tender document while uploading or any attempt to tinker with the software of the portal will render his tender liable for cancellation and his subsequent blacklisting.

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. 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.

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

10. If a single bid remains qualified after technical scrutiny, that bid will be cancelled considering the same as a single bid. Financial bid shall not be opened in case of single bid. In such case fresh tender shall be floated as per Works Department Office Memorandum No.16/W dt.01.01.2015.

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/telegram/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. Documents to be uploaded – List of documents to be uploaded is given of Appendix-IX. The scanned copies of documents in PDF format (Printable in A4 size paper) shall be submitted online along with the tender, otherwise the bidder be treated as disqualified in Technical Bid. All documents are to be self attested by bidder.

District Manager
OSCSC, Ltd., BARGARH

C.C.S.O.-cum-District Manager
OSCSC Ltd Bargarh

ANNEXURE-I

TERMS AND CONDITIONS GOVERNING CONTRACTS FOR TRANSPORTATION OF PADDY FROM MANDIS/PPC TO MILL POINTS.

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 Level Tender Committee (DLTC) 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 Chief/Civil Supplies Officer-cum-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 – Khariff Marketing Season which starts from 1st October & ends in 30th September next.

(xi) Sub-Division/ Block means Revenue Sub-Division/ Block in the State of Odisha.

II. Parties to the Contract

a) The parties to the Contracts 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 Security Deposit as the case may be.

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c) Notice or any other action to be taken on behalf of the 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 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 consequences 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.

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VIII. **Period of Contract**

a) The Contract shall remain in force **for KMS 2022-23** i.e. from 01.10.2022 to 30.09.2023 or such later date as may be extended by GoI/GoO for procurement of paddy. The contract can be extended by the Corporation, OSCSC Ltd. On recommendation of DLTC at its sole discretion on the same rates, terms and conditions for a further period 6 months. The action of OSCSC in extending the contract shall be final and binding on the contractor and shall not be called in question. Further extension can be made with mutual consent.

b) The Managing Director reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof 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 seven **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. 3,67,131.00 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. 3,67,131.00**, in the form of an irrevocable and unconditional Bank Guarantee issued by 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/District Co-operative banks and Gramin Banks) 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. 1,46,852.00**., 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 - IX within 7 working days of acceptance of his tender, further extension of 7 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 by the due date including extension period his Contract shall be summarily terminated 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.

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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 his Contract shall be summarily terminated 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 un workmanlike 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) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of paddy and take reasonable precautions to avoid wetting/damage/loss to paddy 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/Area Manager without prejudice to any other right or remedies under the contract and law.

c) 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 cost of paddy i.e. MSP 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/wilful omission, theft, misappropriation, irregularities etc. committed by the Contractors or their representatives/employees.

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XI. **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 DLTC, under intimation to Corporation HO 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 DLTC, under intimation to Corporation 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 trucks the DLTC, under intimation to Corporation, shall at his entire discretion, without terminating the contract be at liberty to engage other trucks **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 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 DLTC 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.

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OSCSC Ltd Bargarh

XIII. Responsibilities of the Contractor

a) The Transport Contractor is required to keep continuous & close liaison with the Secretary PACS, custom millers, District Manager and other officials of OSCSC in respect of procurement of paddy by PACS/WSHG/PP, weekly dates of opening of PPC, expected quantities of paddy to arrive at PPC and deploy adequate number of transport vehicles in time at each PPC for transportation of paddy. It must be ensured by the transport contractor that paddy is lifted and transported from the PPC to mills on the same day of procurement. The loading of paddy at Paddy Purchase Centre to the vehicles will be done by agencies.

b) The Contractor shall be responsible to engage adequate number of transport vehicles for transportation of paddy 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.

c) The Contractor shall transport such number of bags of paddy as may be entrusted by the District Manager or an Officer acting on his behalf.

d) The Contractor shall obtain daily from the District Manager or any officer acting on his behalf Secretary PACS/WSHG the programme of loading for the next date/day and shall provide adequate number of lorries/trucks in good condition in accordance with the 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.

e) In special cases the Contractor may also be required at short notice to arrange to transport bags of paddy, sugar etc. and shall bound to comply with such requests.

f) 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.

g) The Contractor shall be responsible for the safety of the goods from the time they are loaded on their truck from mandis 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 paddy 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 paddy loaded/unloaded into/from trucks shall be worked out on the basis of cent percent weighment. The contractor or representative of the Contractor shall be present at the time of checking of the weights at the loading/unloading points. The District Manager of the Corporation will be the sole Authority for determining the quantum of the loss.

h) 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 paddy entrusted to him for transportation.

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i) 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.

j) The Contractor shall be liable for any loss/damage caused by any delay in the delivery of goods to the Corporation/Custom miller due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.

k) The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the paddy of the Corporation are loaded.

l) 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.

m) 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.

n) 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.

o) As the Contractor is responsible for safety of Paddy movement of which is entrusted to him while in his custody he must take all possible measures like noting down of Engine number, Chassis Number, Driving License No., and the Photograph of the Driver of the Truck engaged by him before the dispatch of the stock from the godowns in order to avoid any missing of trucks with stocks, hijacking, etc. In the event of missing of truck, it is the responsibility of the Contractor to file an FIR with respective P.S. for investigation and inform the District Manager and the Head Office within 24/ 48 hours. It is the responsibility of the contractor to make good the loss to the Corporation. This loss shall be recoverable from the contractor at the double the MSP of the stocks lost in the missing truck. The contractor shall be liable to pay interest against the value of stocks from the date of missing of the Truck till the loss is made good to the Corporation.

p) Huge quantities of Paddy to be transported during the Contract period, the tenderers should have both physical infrastructures in terms of vehicles, maintenance, assured supply of POL, Lubricants etc., to keep up the tempo of transportation as well as financial resources to be able to do so on his own without seeking any mobilization advance from the Corporation for this purpose.

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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 more than one Contractor and to divide the work between such Contractors in any manner that the Corporation may decide for smooth procurement and movement of paddy and no claim shall lie against the Corporation by reason of such division of work. In case of emergency corporation can take extra ordinary steps to lift and transport paddy from PPC for smooth procurement operations.

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

The following are the rates quoted in percentage on SOR by the contractor for Paddy transportation and approved by the State Level Committee.

Distance Slabs	Schedule of Rates (SOR) (in Rs. Ps.)	% ASOR (% increase on SOR) (+) % BSOR (% decrease on SOR) (-)	Final rates after effecting the percentage quoted on SOR
Upto 8 Kms			
Above 8 KMs to 20 KMs			
Above 20 KMs to 40 KMS			
Above 40 KMs to 80 KMs			
Above 80 KMs			

Example: If the bidder wants to quote rate at par with SOR, he has to write zero percentage (0%) and to quote 10% excess on SOR i.e. ASOR (Above Schedule of Rate) they have to write (+) 10% and to quote 10% less than SOR i.e. BSOR (Below Schedule of Rate) they have to write (-) 10%.
If the contractor transported a quantity of 25 MTs to destination point with a distance of 41 KMs with 10% percentage increase on SOR rates, the transport charges to be paid are illustrated below:

Sl. No.	Slab	Distance Slabs	Schedule of Rates (in Rs Ps) Per Mt per KM	Rate with 10% inc. on SOR in Rs.	Calculation of rate with distance in Rs.	Slab wise rates for payment in Rs.
1	Slab- I	0-8 KMS (Flat Rate)	184.7	203.17	203.17 (flat rate)	203.17
2	Slab- II	Above 8 KMS upto 20 KMS	5.20	5.72	5.72 x 12 Kms	68.64
3	Slab- III	Above 20 KMs upto 40 KMs	5.20	5.72	5.72 x 12 Kms	114.40
4	Slab- IV	Above 40 KMs upto 80 KMs	4.30	4.73	4.73 x 1 Kms	4.73
5	Slab- V	Above 80	4.30	4.73	4.73 x 0 Kms	Rs.0
		Total :	Rate per MT for 100 Kms with 10% incl. on SOR			390.94
			Total amount payable = 390.94 x 25 Mts			**9773.50**

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 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.

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XVIII. RATES

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.

ii) The rates for transportation of paddy etc. are on the basis of net weigh of paddy.

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) Transportation charges shall be paid on the shortest distance. 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.

XIX. Maintenance and Furnishing of Information:

(i) The Contractor shall furnish to the District Manager daily details of movement of paddy entrusted by Government from time to time, from the godowns to destinations Lorry wise quantity transported on daily basis without fail.

(ii) The Contractor shall not only maintain complete accounts but also furnish returns prescribed as and when requested by the District Manager/ Corporation in the proforma prescribed.

(iii) The Contractor shall produce his Books of Accounts and records for inspection and scrutiny by the District Manager or any officer of the Corporation.

XX 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 authority to decide. 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.

XXI. 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 affrieved 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.

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Appendix-I

GENERAL INFORMATION

The name of the Sub-Division/ Block, the custom millers tagged to the PPC, quantity of the paddy procured in KMS 2022-23 are as below. The information is only indicative. There may be variations according to Procurement Policy & requirement.

Sl. No	Sub-Division / Block	No. of Mandi / PPCs	No. of Millers tagged	Quantity of Paddy Procured in KMS 2021-22 in Qtls.
1	Ambabhona	9	36	355475.03
2	Attabira	29	44	2441998.78
3	Bargarh	25	64	1872529.24
4	Barpali	22	52	1396929.76
5	Bhatli	15	36	699617.68
6	Bheden	30	79	2400991.46
	BARGARH SUB-DIV	**130**		**9167541.95**
7	Bijepur	13	38	287104.04
8	Gaisilet	6	18	53986.48
9	Jharbandh	9	34	388858.48
10	Padampur	15	32	273369.8
11	Paikmal	12	32	410086.12
12	Sohela	12	34	806620.46
	PADAMPUR SUB-DIV	**67**		**2220025.38**
	DISTRICT TOTAL	**197**		**11387567.33**

N.B. The District Manager, OSCSC has to fill the above information before publication of model tender form.

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

Annexure-A

Instruction for Online Bid Submission

I. 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 before 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 up load 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.

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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.

I. Tender Fees (Non-refundable)

The bidder must deposit Rs. 5,900/- (Rupees five thousand nine hundred inclusive of GST @ 18%) towards Tender Document Fee and EMD of Rs. 0.00 (Rupees Zero 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.

II. 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.

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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.

III. 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.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

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.

IV. 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 application fees 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.

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

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 mislead 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.

******

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

Annexure-2

Capability Certificate

Bank:
Branch:

Phone No. ……

E Mail ……

Letter No. …… Date ……..

To

The Managing Director
Odisha State Civil Supplies Corporation Ltd.
Bhubaneswar.

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

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

Branch Manager/Authorised Signatory
(Seal & Signature)

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

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

Appendix-II

FORWARDING LETTER

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

_____

To…….

THE DISTRICT MANAGER,

OSCSC Ltd., BARGARH

Dear Sir,

1. I submit the e-Tender for appointment as Transport Contractor for transportation of paddy from mandi to mill points of _____ (Sub-division/ Block).

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 up to 45 days and further to the extension further by 30 days in case it is also decided by the District Manager. I/We shall be bound by communication of acceptance of the offer dispatched within the time. I/we also agree that if the date up to 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 submitted Bid Security Declaration Form in format Appendix –VIII and tender document fee of Rs._____ Rupees_____(in word). 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.

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

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 with Seal)

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

Appendix-III

ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED
(A STATE GOVT. UNDERTAKING)
(District Office Address: OSCSC Ltd., BARGARH)
TECHNICAL TENDER FORM (Annexure-I)
(Technical tender form for the transportation of paddy as entrusted by govt. from time to time, for KMS 2022-23

Ref: Tender Notice for transportation of Paddy as entrusted by OSCSC Ltd for KMS 2022-23 (Ref. No. 6811 Date 09.09.2022)

NAME OF THE SUB-DIVISION/ BLOCK & ULB FOR WHICH TENDER FILED:

1. Name of the Tenderer/Firm :
2. Permanent Address :
3. Address of the Head Office
   Of Tenderer/Firm
   H.No. :
   Street No. :
   Village :
   Block :
   District :
   Pin Code :
   Phone Number :
   Aadhar No. :

4. Address of Branch Office
   H.No. :
   Street No. :
   Locality :
   Pin Code No. :
   Phone No. :

5. Whether Proprietary Firm Or partnership Firm or Limited Company (Firm Registration Certificate should be enclosed) :

6. Name & Address of the Proprietor/Partners/Directors. (Partnership Deed/ Memorandum and Articles of Association Should be enclosed) :

7. Previous experience in transport Work (if so proof in support of This should be enclosed). :

8. No. of Trucks owned and hired With registration No., and Company :

9. Any Branch Office in the District, If so give address, Phone No., etc. :

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

10. Date and Year of establishment Of Branch Office in the District :

11. Turnover in transport business During the last three Financial years.

2018-19:
2019-20:
2020-21:

12. 3 Financial years IT Return Copy:

2018-19:
2019-20:
2020-21:

(Signature of Tenderer with Seal)

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

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 is bound to furnish security in the form of Bank Guarantee with OSCSC office at _____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 one 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 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.

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

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 above named Bank

For and on behalf of

(Banker"s Name and Seal)

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

Appendix-V

Proforma of Bank Guarantee to be furnished along with 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) within one 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.

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

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.

For and on behalf of

SIGNED AND DELIVERED

For and on behalf of above named Bank (Banker"s Name and Seal)

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

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 Handled 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		

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

DISTRICT OFFICE : BARGARH

Appendix - VII

BLOCK WISE CALCULATION SHEET

Name of the Block	Contract Value	Cash Security @ 5% of Contract Value	Bank Guarantee @ 5% of Contract Value
Ambabhona	13,112,435.21	655622.00	655622.00
Attabira	46,740,627.32	2337031.00	2337031.00
Bargarh	39,665,194.84	1983260.00	1983260.00
Barpali	32,664,480.71	1633224.00	1633224.00
Bhatli	17,436,903.98	871845.00	871845.00
Bheden	57,834,371.18	2891719.00	2891719.00
BARGARH SUB-DIV	**207,454,013.24**	**10372701.00**	**10372701.00**
Bijepur	8,847,944.18	442397.00	442397.00
Gaisilet	1,927,335.73	96367.00	96367.00
Jharbandh	17,890,893.18	894545.00	894545.00
Padampur	7,342,618.40	367131.00	367131.00
Paikmal	16,616,425.08	830821.00	830821.00
Sohela	21,267,082.29	1063354.00	1063354.00
PADAMPUR SUB-DIV	**73,892,298.86**	**3694615**	**3694615**
Grand Total	**281,346,312.10**	**14,067,316.00**	**14,067,316.00**

29/08/2021

District Manager
OSCSC LTD., BARGARH

APPROVED

Collector, Bargarh

Appendix- VIII

Bid Security Declaration Form
In lieu of Earnest Money Deposit (EMD)
(On Bidders Official Letter Head)

To

Managing Director
Odisha State Civil Supplies Corporation Ltd.
C/2, Nayapalli, Bhubaneswar – 751012.

Ref: Tender No. _____

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We and family members may be disqualified from bidding for any contract with you for a period of five years from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
b) having been notified of the acceptance of our Bid by your office during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

_____

Seal & Signature: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity person signing the Bid Securing Declaration)

(_____)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorised to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing) Corporate Seal (where appropriate)

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

Appendix-IX

List of Documents Attached/ Uploaded

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.

List of documents.

1. Forwarding Letter – **Appendix- II.**
2. Technical Bid - **Appendix – III.**
3. Work Experience – **Appendix – VI.**
4. Details of Own vehicles in possession of the Tenderer.
5. Details of Hired vehicles in possession of the Tenderer.
6. Attested copy of Registered Deed of Partnership/Memorandum and Articles of Association/ By-laws/ Certificate of Registration etc. as applicable.
7. Power of Attorney of person signing the tender.
8. Duly audited P & L account and Balance sheet for 3 financial years. i.e. F.Y 2018-19, 2019-20 & 2020-21 shall be submitted along with Tax Audit Report U/s 44AB wherever applicable.
9. Copy of income Tax Return for F.Y. 2018-19, 2019-20 & 2020-21.
10. Copy of GST registration certificate, if available.
11. BID Security Declaration as at **Appendix – VIII.**
12. Affidavit mentioning that She/he/firm/Company is not block listed as per format at **Appendix-X.**
13. Tender submission undertaking – **Appendix-XI**
14. Registration Certificate under “The carriage by Road Act 2007 & The carriage by Road Rule 2011” issued by State Transport Authority (STA)/ Regional Transport Authority (RTA).
15. Copy of documents in support of deposit of Tender Document fees of Rs.5900/-.
16. Particulars of vehicles owned/ hired – Appendix – XII/ XIII.
17. Capability Certificate from Bank.

Signature of Bidder/ Authorised Person

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

Appendix-X

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

I, Sri/Smt._____ aged about_____ S/o./D/o./W/o._____Proprietor/ Partner/Director of M/s._____At-_____Po-_____, P.S-_____, Dist-_____ do hereby solemnly affirm and state as follows:

1) That pursuant to the tender call notice dt._____ of OSCSC Ltd. for appointment of Transport Contractor for transportation of paddy, 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 I/my company/firm/directors of the company/ partners of the firm have not been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more.
4) That this affidavit 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 as per Clause-B (xii) (g) of tender documents and my other agreements with OSCSC shall also be liable for termination. Apart from above, my Security Deposit may also be forfeited.

Identified by me

Deponents

Advocate

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

Deponent Executive Magistrate/Public Notary

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

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

Appendix-XI

TENDER SUBMISSION UNDERTAKING

Date:_____

To,

_____

Sub: Acceptance of Terms & Condition of Tender.

Tender Reference No : _____

Name of Unit applied : _____

Dear Sir,

1. I/We have downloaded / obtained the tender documents(s) for the above mentioned 'Tender/Work' from the web site(s) as per your advertisement.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (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)

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

Appendix - XII

DETAILS OF OWN VEHICLES IN POSSESSON OF THE TENDERER

1. OWNED VEHICLES:

Sl. No.	Vehicle No.	Name of the Owner	Capacity in MTS.	Year of Registration	RTA Permit No. & Validity Up to	Fitness Validity UP TO	FORM 24 B Validity UP TO	Insurance Validity Up to
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

I hereby declare that the above vehicles are not declared in any other transportation contracts with OSCSC Ltd i.e. Paddy/ CMR Transportation or any other.

Signature of the Tender

Name:

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

Appendix XIII

DETAILS OF HIRED VEHICLES IN POSSESSON OF THE TENDERER

1. HIRED VEHICLES:

Sl. No.	Vehicle No.	Name of the Owner	Capacity in MTS.	Year of Registration	RTA Permit No. & Validity Up to	Fitness Validity UP TO	FORM 24 B Validity UP TO	Insurance Validity Up to	Agreement with the owner up to
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									

I hereby declare that the above vehicles are not declared in any other transportation contracts with OSCSC Ltd i.e. Paddy/ CMR Transportation or any other.

Signature of the Tender

Name:

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

PART – B

FINANCIAL BID
(Paddy)

PRICE BID

Instructions

Distance Range	Schedule of Rate (In Paisa Per Qtl/Km)
0-08 Km	18.47 (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

a) Rate for transportation shall be mentioned for the Sub-Division/ Block as prescribed in the specified location only in the protected Bill of Quantities **(online BoQ).** Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (online BoQ) by the bidder shall result in disqualification of the bidder. Rate includes all taxes, duties, cess etc. and no other charges would be payable.

b) Rate shall be quoted for transportation of Paddy at either Schedule of Rate (SoR) or Above Schedule of Rate (ASoR) or Below Schedule of Rate (BSoR).

c) Only the FINANCIAL BID of a qualified bidder on scrutiny of TECHNICAL BID shall be considered and opened.

d) Bidders are to submit only the original BoQ (in. xls format) uploaded by Officer Inviting Tender after entering the relevant fields without any alteration/ deletion / modification.

e) Multiple BoQ submission for a unit by bidder shall lead to rejection of tender.

f) Instruction for Filling-up of BoQ Formats: -

The details of instruction for filling-up of BoQ format is given as under.

1. The bidder is required to follow the SoR mentioned in the tender document.
2. The SoR has been reflected in the BoQ format in the text row.
3. The bidders are required to fill-up the BoQ format in the active cells only.
4. The bidder is required to move its cursor to the row mentioned as 'Quoted Rate in Figures' and then move to the select option to choose any one of the drop-downbox i.e. 'excess' or 'less'.
5. Then the bidder shall move to the next column i.e. 'Percentage rate' to choose the percentage option then enter a valid percentage rate.
6. Such valid percentage rate shall mean either excess or less as pre-filled by the bidder.

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

7. In case the bidder desires to quote the rate at par with the SoR, then the bidder needs to quote 0% in the desired column on selecting either ‘excess’ or ‘less’ in the drop-down box.
8. In case the bidder fails to quote any percentages in the desired active cell or leaves the cell as blank, then the bid shall be treated as non-responsive bid or cancelled bid.
9. The rate to be quoted in percentile only in the prescribed ‘BoQ’ format only. Such percentile quoted in the desired column shall be the decision factor to find out the L1bidder in the tendering process. The rate quoted other than the BoQ format shall not be considered at this end.
10. Any further clarification as will be required by the bidder during the bidding process or during filling up of BOQ format, may contact the Officer inviting the bid / GM (Procurement) OSCSC Ltd. during official hour.

C.C.S.O-cum-District Manager
OSCSC Ltd Bargarh

Annexure-3

Minimum Transport Vehicles required as per General Information to Tenderers Clause No - 3(a) of Tender Document for Road Transport Contract - Paddy for KMS 2022-23

Sl. No	Name of the Block	No. of PPCs	No. of Millers tagged	Paddy Procured in Qtls. During KMS 2021-22	Avg. Lifting per day in Qtls.	Approximate Nos. of Vehicle required capacity in term of 10/17 MT	Minimum requirement of Own Vehicle 10/17 MT
1	Ambabhona	9	36	355475.03	2180.828	22 / 13	5
2	Attabira	29	44	2441998.78	14981.588	150 / 88	5
3	Bargarh	25	64	1872529.24	11487.909	115 / 68	5
4	Barpali	22	52	1396929.76	8570.121	86 / 50	5
5	Bhatli	15	36	699617.68	4292.133	43 / 25	5
6	Bheden	30	79	2400991.46	14730.009	147 / 87	5
	BARGARH SUB-DIV	**130**		**9167541.95**	**56242.589**	**562 / 331**	5
7	Bijepur	13	38	287104.04	1761.374	18 / 10	5
8	Gaisilet	6	18	53986.48	331.205	3 / 2	5
9	Jharbandh	9	34	388858.48	2385.635	24 / 14	5
10	Padampur	15	32	273369.8	1677.115	17 / 10	5
11	Paikmal	12	32	410086.12	2515.866	25 / 15	5
12	Sohela	12	34	806620.46	4948.592	49 / 29	5
	PADAMPUR SUB-DIV	**67**		**2220025.38**	**13619.788**	**136 / 80**	5
	DISTRICT TOTAL	**197**		**11387567.33**	**69862.37626**	**699 / 411**	5

N.B.:

	KHARIFF	RABI	TOTAL
Total Paddy Lifted by the Millers	6141021.98	5246545.35	**11387567.33**
Paddy purchase starting date during KMS:20-21 KHARIF-	9th Nov 20	6th May 21	
Paddy purchase closing date during KMS:20-21 KHARIF-	23rd Feb 21	27th Jun 21	
Total days of paddy procurement operation-	107 days	56 Days	**163 Days**
Minimum No. of transport vehicles required 10/17 MT	574 / 338	937 / 532	**699 / 411**

29/8/22 29/8/22 29/8/22 29/8/2022 29/8/22

Member DSWO | Member DLO | Member RTO | Member APD(F.) | Member CCSO-Cum-DM | Member ADM., Bargarh

APPROVED

Collector, Bargarh & Chairperson