

TENDER CALL NOTICE

ODISHA STATE CIVIL SUPPLIES CORPORATION LTD., BHADRAK

Email Id: - csobdk@gmail.com/bha@nic.in

Phone/Fax: 06784 240424

No-

1035

Date-

21-02-19

CSO-cum-District Manager, OSCSC Ltd, Bhadrak invites sealed tenders from reputed firms/companies/persons for appointment as Level-1 Transport Contractor for Transportation of food grains from FSD, FCI & Base RRC to Rice Receiving Centre-cum-Departmental Storage Centre (RRC-cum-DSC).

The Level-1 Transport Contractor shall perform all operation of Transportation of food grains from FSD, FCI & base RRC to RRC-cum-DSC and unloading & delivering the food grains at RRC-cum-DSC.

Interested Firms/Companies/Persons may obtain tender document from the Office of the CSO-cum-District Manager, OSCSC Ltd, Bhadrak from dt.23.02.2019 to dt.15.03.2019 up to 5.00 PM. The interested Firms/Companies persons may also download the tender documents from the District Website-www.bhadrak.nic.in.

Interested Firms/Companies/Persons will have to submit the tender documents through registered post/speeded posts/courier service only as per the procedure prescribed in the tender document to the following address. Tender document sent other than the above mode shall not be entertained in any circumstances. The corporation shall not be responsible for any postal/courier delay. Tender paper received after the schedule date & time shall not be considered.

Address for submission of Tender documents-

District Manager, OSCSC Ltd, Bhadrak
At-Bankasahi, Near Zilla High School
Po-Bhadrak
Dist-Bhadrak
PIN-756100

Period of sale of Tender document	23.02.2019 to 15.03.2019 up to 5.00 PM
Last date of receipt of Tender document	15.03.2019 up to 5.00 PM
Date of opening of Technical Bid	25.03.2019 at 11.00 AM
Opening of price Bid	26.03.2019 at 11.00 AM

(Signature)
CSO-cum-DM,
OSCSC Ltd, Bhadrak

SAMPLE TENDER PAPER
(Level-I Transport Contractor)

OFFICE OF THE DISTRICT MANAGER
ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED
DISTRICT.

Tender No. _____/Date _____
TENDER DOCUMENTS

Tender Documents comprising 53 pages (including annexure and appendix) are issued in duplicate, out of which one copy is to be retained by the tenderer & the other copy to be sent to District Manager, OSCSC Ltd., Bhadrak strictly through Regd. Post/ Speed Post/ Courier Service only. Tender documents sent other than the above mode shall not be entertained in any circumstances.

Cost of Tender Paper – Rs. 10000/- (Rupees Ten Thousand only) inclusive of GST. Money receipt will be required in case of tender paper purchased from the District Office and Bank Draft / Bankers cheque will be required in case of tender paper downloaded from District website. The Draft or Bankers cheque shall be made in favour of the District Manager, OSCSC Ltd. Bhadrak District payable at Bhadrak

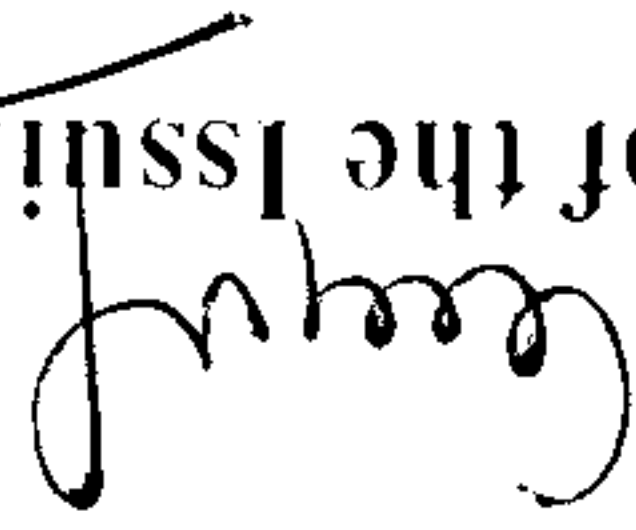
INVITATION TO TENDER & INSTRUCTION TO TENDERERS FOR TRANSPORTATION OF
FOODGRAINS FROM FOOD STORAGE DEPOT (FSD), FCI TO RICE RECEIVING CENTRE-
CUM-DEPARTMENTAL STORAGE CENTRE (RRCUM-DSC) YEAR- 2019-20 & 2020-21.

(i) Last date and time of receipt of Tender Papers Dt.15.03.2019 up to 5.00 PM.

(ii) Tender Papers to be opened on Dt 25.03.2019 at 11.00 AM.

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

(iv) The tender document received after the last date and time of receipt of tender paper shall not be entertained. The Corporation shall not be responsible for any postal delay.

(Signature of the Issuing Officer)


(Signature of the Tenderer)

1. GENERAL INFORMATION:

1.1 Level-I Transport Contractor shall be appointed for the district for transportation of

foodgrains from Food Storage Depot (FSD), FCI to Rice Receiving Centre-cum-

Departmental Storage Centre (RRC-cum-DSC) of the district. A list of FSD, FCI &

RRC-cum-DSCs located in the district has been indicated at **APPENDIX-I** for

reference of the tenderer.

1.2 Original documents as per the Checklist (**APPENDIX-II**) shall be produced by the

tenderer on the date and time of opening of tender paper for verification by the

District Tender Committee.

1.3 The District Tender Committee may give reasonable time to a tenderer for

production of original documents, as per his/her request on genuine grounds, and

the tender paper may be considered on the basis of self-attested photocopies of the

documents enclosed with the tender paper.

1.4 The tenderer has to sign each and every page of the Tender Paper, Appendices &

Annexures and put his seal.

1.5 The tenderer shall read all the instructions and guidelines carefully before filling up

the tender papers and submitting the same so that there will be no ambiguity later

on.

1.6 All the terms and conditions of the tender document along with its annexures

& appendices shall form part of the required Agreement.

1.7 Tender paper not accompanied with all the Schedules / Annexures, Documents as

detailed at Checklist (**APPENDIX-II**) intact and duly filled in & signed shall be liable

for rejection.

2. BIDDING PROCESS:

2.1 Tenderers participating in the Tender process shall submit a Technical Bid & Price

Bid in response to the Tender Call Notice.

2.2 Earnest Money Deposit (EMD), Technical Bid & Price Bid shall be contained in

separate sealed envelopes clearly marked as "EMD", "TECHNICAL BID" &

"PRICE BID" as per norms specified below.

2.3 First sealed envelope will contain the **EMD and the Cost of Tender Paper**. This

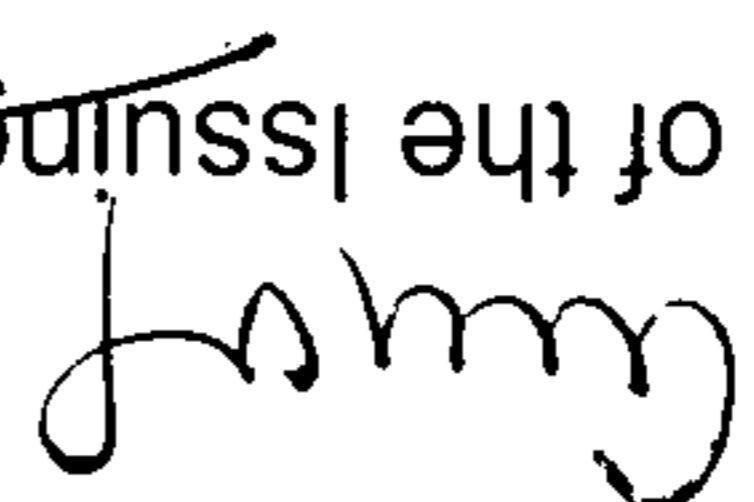
envelope shall be marked as: "EMD".

2.4 Second sealed envelope will contain the **INSTRUCTIONS TO TENDERERS, PART-**

I TECHNICAL BID & its ANNEXURES. This envelope shall be marked as:

"TECHNICAL BID".

(Signature of the Issuing Officer)



2.5 Third sealed envelope will contain the **PART-II PRICE BID**. This envelope shall be marked as: "**PRICE BID**".

2.6 Fourth sealed envelope will contain all the THREE envelopes sealed separately i.e. EMD, TECHNICAL BID & PRICE BID with superscription "**TENDER FOR**

APPOINTMENT OF LEVEL-I TRANSPORT CONTRACTOR":

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

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

3. INSTRUCTIONS TO TENDERS:

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

3.2 A tenderer can participate in the tender process for any number of districts, but cannot be appointed in more than 03 (three) districts. He/she is required to submit a declaration about the districts where he/she has participated/ shall participate, as per format at **Annexure-6**.

3.2.1 In case a tenderer has applied in more than 03 (three) districts and got selected in more than 03 (three) districts, he/she shall be appointed in the 03 (three) districts only where he/she has quoted lowest rates. In case the tenderer has quoted same lowest rate in more than three districts, he/she shall be appointed in 03 (three) districts as per his/her choice.

3.2.2 The tenderer shall declare in writing to the District Tender Committee/ District Manager of the other districts about his/her selection in 03 (three) districts so that his/her appointment in those districts shall not be considered and her/his EMD shall be refunded.

3.2.3 In the districts for which a tenderer has been selected but doesn't get appointed as detailed above, the District Tender Committee shall negotiate with the 2nd lowest tenderer qualified in Technical Bid to operate at the lowest quoted rate. In case the 2nd lowest tenderer disagrees to operate at the lowest quoted rate, similar exercise to be made with the 3rd lowest tenderer qualified in the Technical Bid and so on till

(Signature of the Issuing Officer)

all the tenderers qualified in the Technical Bid are negotiated to undertake the

transport operation at the lowest quoted rate.

3.2.4 In case no tenderer agrees to undertake the transport operation at the lowest quoted rate on exercising the options as detailed above, rates shall be invited from all the tenderers qualified in the Technical Bid in sealed covers. Then selection shall be made at a negotiated rate keeping in view the prevailing rates in the district and in the financial interest of the Corporation.

3.3 **Information about Tenderer:** The Tenderer must furnish full, precise, correct and accurate details of information asked for in the tender documents.

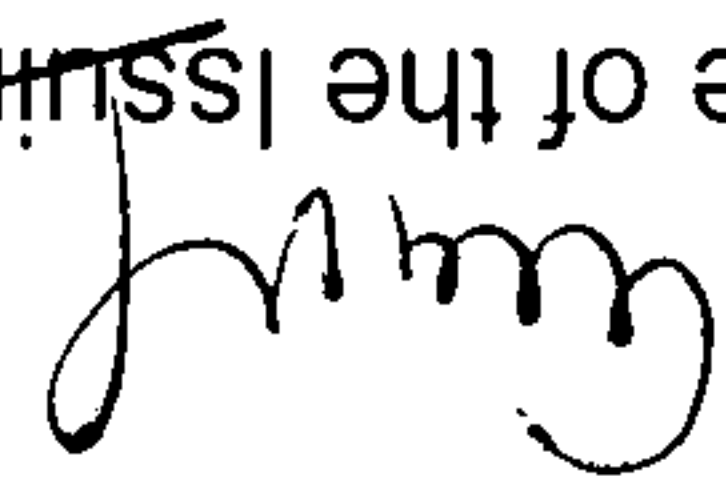
3.4 **Signing of Tender Papers:** Person or persons signing the tender papers shall state

in what capacity, he / she is or they are signing the Tender, e.g. as Sole Proprietor of a Firm or as a Secretary / Manager / Director etc. of a Limited Company or as a Partner of a Partnership Firm. The names of all the Partners and Directors should be disclosed and the tender paper shall be signed by all the partners or any partner duly authorized or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. A copy of the registered partnership deed shall be furnished with the tender papers. In case of a Limited Company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender paper is empowered to do so on behalf of the Limited Company. A copy of the Memorandum and Articles of Association of the Company along with copy of the Resolution of the Company authorizing the person who will sign the tender paper on behalf of company shall be attached to the tender document.

3.4.1 The person signing the tender paper or any document forming part of the tender, on behalf of another or on behalf of a firm or on behalf of a company, shall be responsible to produce a Registered Power of Attorney duly executed in his/her favour, stating that he / she has authority to bind such other person or the firm or the company as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said Registered Power of Attorney, his / her tender paper shall be liable for rejection, without prejudice to any other rights of the Corporation, under the Law.

3.4.2 Registered Power of Attorney shall be signed by all the partners in the case of partnership concern, by the proprietor in the case of a proprietary concern and by

(Signature of the Issuing Officer)



(Signature of the tenderer)

the person who by his / her signature can bind the company, in the case of a limited company.

3.4.3 However, a sole proprietor of a proprietorship firm signing the tender paper on own capacity need not furnish any Power of Attorney.

3.4.4 The successful tenderer shall ensure that the necessary documents authorizing the person who has signed the tender to bind his / her firm or the company have been filed and registered as per the provision of law.

4. PREREQUISITES FOR TENDER (QUALIFICATION CONDITIONS):

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

4.1 The tenderer shall furnish certificate from any Nationalised or Scheduled Bank indicating his/her financial capability for an amount not less than **Rs.25.00 Lakhs**. The tenderer is to furnish financial capability certificate issued not prior to 03 months from publication of tender as per the sample format enclosed at **Annexure-2**.

4.2 The tenderer shall have experience in Transportation/ Handling & Transportation of foodgrains in any State/Central Government PSU, State/Central Government Agencies or State Government/Central Government and they should have carried out, in any of the immediate preceding three financial years i.e. 2015-16, 2016-17 or 2017-18, the work of value of at least:

Rs. 11,62,500/- (in words Rupees Eleven lakh six hundred), 12.5% of the estimated value of the contract, in one single contract.

OR

Rs. 23,25,000/- (in words Rupees Twenty three lakh), 25% of the estimated value of the contract, in multiple contracts.

4.3 The tenderer shall furnish experience certificate in the sample format enclosed at **Annexure-3** from the concerned organization.

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

In such case, the tenderer shall submit an undertaking along with the tender documents to the effect that "in lieu of experience certificate he/she shall submit additional security deposit equivalent to 50% of the total security deposit due to him/her in shape of Demand Draft/Fixed Deposit/Bank Guarantee issued from any Nationalised/ Scheduled Bank in favour of the District Manager, OSCSC Ltd.

(Signature of the Issuing Officer) _____ 5 _____ (Signature of the tenderer)

Gurup

Bhadra at the time of execution of agreement for the entire agreement period".

4.4 The tenderer shall furnish an affidavit in the prescribed format (enclosed at Annexure-4) declaring that no criminal/vigilance case(s) pending in his/her name or in the name of his firm (sole proprietorship/partnership/company) before any legal forum and his/her firm has/have never been black listed by any State/Central Government PSU, State/Central Government Agencies or by State Government/Central Government.

4.5 The tenderer shall furnish an affidavit in the prescribed format (enclosed at Annexure-5) declaring non-involvement in commercial interest of his/her family members or Partners along with their family members or Directors along with their family members, as the case may be, for consideration of her/his appointment under this tender.

4.6 The tenderer shall furnish a Declaration in the prescribed format (enclosed at Annexure-6) declaring his/her appointment as Level-II Transport Contractor with separate 02 vehicles.

4.7 In case the tenderer is a firm/company, copy of Registration Certificate issued by the Competent Authorities as provided under the statute, is to be furnished.

4.8 The tenderer shall enclose statement from his banker for his financial transactions of last three months preceding to the publication of Tender Call Notice.

4.9 The tenderer shall furnish latest Income tax return for the Assessment Year 2018-19 (Financial Year 2017-18) and copy of PAN Card.

4.10 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).

4.11 The tenderer shall have minimum 2 (two) number of transport vehicles with capacity to carry foodgrains of quantity to the tune of 9 M.T. or more at a time. The heavy vehicle like Tipper shall not be considered as a vehicle carrying foodgrains for the purpose of this tender. (Details may be referred at Clause-8).

4.12 The tenderer shall submit the copy of Registration Certificate from Competent Authority as required under following Laws at the time of execution of Agreement.

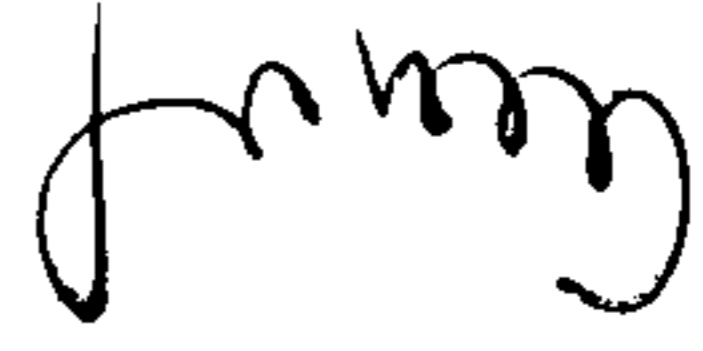
The Registration Certificate under the provisions of:
i. The Motor Transport Workers Act, 1961.
ii. The Odisha Shops & Commercial Establishments Act, 1956.

(Signature)

(Signature of the Issuing Officer)

5. DISQUALIFICATION CONDITIONS:

- 5.1 No person/firm/company shall be appointed as Level-I Transport Contractor under this tender process, if he/she or any of his/her family members / Partners along with their family members / Directors along with their family members has/have a commercial interest in a business relating to custom milling of rice for OSCSC under DCP scheme of Govt. of India in that district.
- 5.2 No person/firm/company shall be appointed as Level-I Transport Contractor in a district under this tender process, if he/she or any of his/her family members/ Partners along with their family members / Directors along with their family members has/have a commercial interest in a business relating to State Level and Level-II Transport Operation under Departmental Storage Operation in the same district.
- [The term "Commercial Interest" has been defined in detail at Clause-I (u) of the PART-I Technical Bid]*
- 5.3 Any person/firm/company blacklisted or otherwise debarred by Corporation or by State/Central Government PSU, State/ Central Government Agencies or State Government/Central Government/PSU, State/ Central Government has been terminated before the expiry of contract period at any point of time during last 5 years, will be ineligible.
- 5.4 Any tenderer whose contract with the Corporation or State/ Central Government Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by the Corporation or any State/Central Government PSU, State/ Central Government Agencies during the last 5 years will be ineligible.
- 5.5 If the Proprietor/ any of the Partners of the firm/ any of the Director of the company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible.
- 5.6 While considering ineligibility arising out of any of the above clause, incurring of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another firm, or as Director of a company etc.) will render the tenderer disqualified.



(Signature of the Leasing Officer)

5.8 Corporation reserves the right not to consider any person/firm/company having any dispute with OSCSC or whose operation is found unsuccessful by the Corporation during his previous assignment in order to protect its interest.

6. EARNEST MONEY DEPOSIT (EMD):

6.1 Each tender must be accompanied with an EMD of **Rs.3,00,000/- (Rupees Three Lakhs)** only in the form of crossed Demand Draft / Bankers cheque issued by any Nationalized / Scheduled Bank and drawn in favour of District Manager, OSCSC Ltd. Bhadra district payable at Bhadra. In case the Tender Paper submitted is not accompanied by EMD, the tender paper shall be summarily rejected.

6.2 The tenderer shall be permitted to bid on the express condition that in case he resiles or modifies his offer or terms and conditions thereof, after submitting his tender, for any reason whatsoever during the tender process or any of the information furnished by him/her is found to be incorrect or false, Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and the law & the tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/ modification etc. Besides forfeiture of EMD, he/she will also be debarred from participating in any tender with the Corporation for a period of **five years**.

6.3 EMD shall be forfeited in case the successful tenderer fails to furnish the requisite security deposit by the date prescribed by the District Manager for execution of Agreement and to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.

6.4 EMD shall be refunded to all unsuccessful tenderers after finalisation of tender process. No interest shall be payable on the amount of earnest money.

6.5 The EMD furnished by the successful tenderer can be adjusted towards Security Deposit if requested by successful tenderer in writing.

7. SECURITY DEPOSIT:

7.1 The successful tenderer shall furnish security deposit in following manner.

7.1.1 A sum of Rs.1.75 Lakhs or Rs. 165,000/- (in words Rupees Fourteen and Five Lakhs equivalent to 5% of the estimated value of the contract, whichever is higher, in form of **Demand Draft** issued from any Nationalised/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd. Bhadra.

(Signature of the Issuing Officer)

[Handwritten Signature]

(Signature of the tenderer)

7.1.2 A sum of Rs.3.25 Lakhs or Rs. 930000 (in words Rupees Nearak three thousand 300) equivalent to 10% of the estimated value of the contract, whichever is higher, in form of irrevocable and unconditional **Bank Guarantee** issued from any Nationalised/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., Bhadur, which shall be enforceable till six months after the expiry of the contract period.

7.1.3 If applicable, additional sum of Rs. _____ (in words Rupees _____) equivalent to 50% of the security deposit as required at Clause – 7.1.1 & 7.1.2 in shape of Demand Draft & Bank Guarantee issued from any Nationalised/ Scheduled Bank in favour of the District Manager, OSCSC Ltd., Bhadur The bank guarantee shall be enforceable till six months after the expiry of the contract period.

7.2 Security Deposit furnished by the contractor shall be subject to the terms and conditions contained in this tender document and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.

7.3 If the successful tenderer had previously held any contract and furnished security deposit with the Corporation, the same shall not be adjusted against this tender and a fresh security deposit shall be made to make the contract valid.

8. REQUIREMENT OF VEHICLES:

8.1 The tenderer shall have minimum 02 (Two) number of Transport Vehicles with capacity to carry foodgrains of quantity to the tune of 9 M.T. or more at a time registered in his/her name/ in the name of the family members to participate for this tender. Additional requirement of vehicles can be availed on hire basis.

8.2 For this purpose, the "Transport Vehicle" has been defined at Clause – 1 (s). The vehicles should be suitable for transportation of foodgrains. The vehicle "Tipper" & "Tractor" shall not be considered a vehicle carrying food grains for the purpose of this tender.

8.3 In case of sole proprietorship, the vehicles must have been registered in the name of the tenderer or his/her family members. In case of partnership firm, the vehicles must have been registered in the name of the firm or any of the partners. An affidavit of the partner who is registered owner of the vehicle has to be furnished about use of such vehicles by the firm for transportation operations of Corporation without any objection. In case of company, the vehicles must have been registered in the name

of the company or in the name of any of the Director. An affidavit of the Director who is registered owner of the vehicle has to be furnished about use of such vehicles by the company for transportation operations of Corporation without any objection.

8.4 A tenderer who has been appointed/ has applied for appointment as Level-II Transport Contractor in any other district shall have to participate for this tender with vehicles other than the vehicles for which his tender has already been considered for Level-II transport operation. For this purpose, he/she has to furnish a Declaration as at Annexure-6.

8.5 A tenderer can participate for any number of districts for Level-I transport operation mentioning same vehicles under this tender process keeping in view the provision laid down at Clause-8.3. But on selection, he/she shall be appointed for maximum three districts with separate two (02) vehicles for each such district.

8.6 The vehicles should have National or State permit for transportation. The tenderer shall have Registration Certificate under "The Carriage by Road Act 2007" & "The Carriage by Road Rule 2011" issued by the State Transport Authority or Regional Transport Authority to operate in more than one region of the state. Copy of the said certificate to be enclosed as per the Checklist (APPENDIX-II).

8.7 The vehicle has to be registered in the name of the tenderer till the end of the contract period. In case the vehicle is required to be disposed of in between the contract period, the same shall be made on prior intimation to the District Manager with substitute of a suitable vehicle in the name of the tenderer along with its documentary evidence.

8.8 The tenderer has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicles cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.

WORKABLE RATE:

9.1 The workable rate per qtl. will be determined by the District Tender Committee for transportation of foodgrains from FSD, FCI to each RRC separately keeping in view the following factors.

(Signature of the Issuing Officer)

1.	Distance covered	Shortest truckable distance from FSD, FCI to concerned RRC.
2.	Transportation charges	Rate approved by Govt. for transportation of rice by custom millers for KMS 2018-19 i.e. Rs.18.75 PQ for 1 st 10 kms, Rs.0.60 Pkm PQ for 11 kms – 40 kms & Rs.0.40 Pkm PQ for 41 kms & above.
3.	Interest on investment	For one month @1% on SI. No.2
4.	Sub Total	SI. No. (2+3)
5.	Incidental Charges	5% of SI. No.4
6.	Weightment Charges	Rs.40/- per truck load of 10 M.T. i.e. Rs.0.40 per qtl.
7.	Workable Rate per qtl.	SI. No. (5+6+7+8)

9.2 The workable rates for all such FSD, FCI points to RRCs will be determined separately by the District Tender Committee those are in operation during last 05 years.

9.3 Such workable rates shall be determined by the District Tender Committee before floating of tender and shall be indicated in required column of the "PART-II PRICE BID".

9.4 The tenderer may quote rate below the workable rates (% BWR). However, the successful tenderer has to submit additional security deposit during execution of agreement for the differential cost as will be decided by the District Manager, which will be calculated as below.

Differential Cost for an RRC:

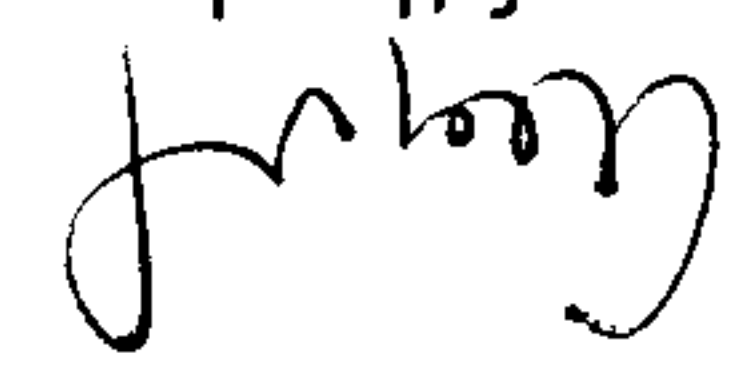
(Workable Rate for an RRC – Lowest Bid Rate) X Average Monthly Stock of that RRC (in qtl.) X 03 Months

• Average monthly stock means average of actual wheat stock transported through Level-I Contractor from FSD, FCI to the concerned RRC during the year 2017-18.

Similar exercise will be made for all RRCs of the district and summation of all such differential costs will be submitted.

9.5 During the contract period, new FSD, FCI / RRC may come into operation in addition to or in place of the list of FSD, FCI / RRC as indicated at "APPENDIX-I". In such case new workable rate(s) will be determined as per Clause-9.1 and

(Signature of the Issuing Officer)



10. QUOTING OF RATES:
of rate for the new FSD, FCI / RRC.
the contractor shall carryout transport operation at the approved percentage

10.1 The tenderer shall quote rate inclusive of all taxes, duties, cess etc. confirming that no other charges would be payable to him/her as follows:

10.1.1 At the Workable Rates given in the Price Bid, or

10.1.2 At a percent (%) above the Workable Rates given in the Price Bid (AWR), or

10.1.3 At a percent (%) below the Workable Rates given in the Price Bid (BWR).

10.2 Price bid without mention of quoted rate as detailed above shall not be considered.

10.3 Quoting of lowest rate does not confer any right for selection of the tenderer at the

rate quoted. The District Tender Committee reserves the right to negotiate with the

lowest tenderer.

10.4 The District Tender Committee reserves the right to have cross negotiation with all

the qualified tenderers, if required, to finalize the rate for transport operation.

10.5 Quoting of same lowest rate (L-1) by more than one tenderer could be construed as

an exceptional circumstance. In such cases, all the tenderers who have quoted the

same lowest rates shall be called for and decision will be taken through **public**

lottery.

10.6 In case no rate is quoted or the rate quoted is found to be exorbitantly higher than

the Workable Rates, the district may go for retender.

10.7 The tenderer shall quote the rate for transport operation being acquainted with the

prevailing conditions at Food Storage Depot, FCI and at the RRC-cum-DSC of the

district relating to matters such as Truck Owners' Association, additional

requirement of vehicles (Heavy, Medium, Light), condition of roads, ghat roads,

inaccessible pockets, natural barriers, transport operation within a specified time,

number of RRC-cum-DSCs to be covered, quantity of stock to be transported,

weightment charges etc. He/she shall consider all these factors & also all other

factors as may be necessary viz. prevailing trend of inflation in fuel rates for quoting

his/her effective rate. The tenderer has to assess the requirement to utilize small

vehicles for transportation of stock in areas where heavy vehicle cannot operate and

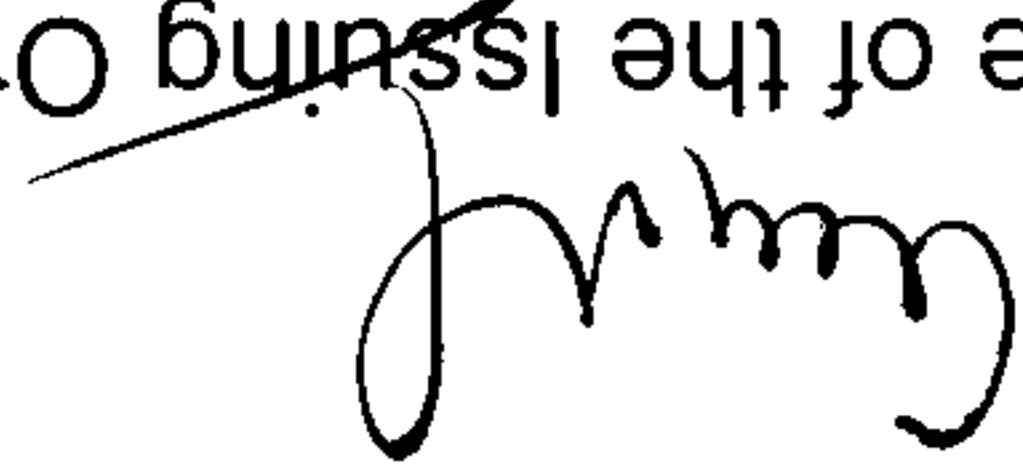
during the restriction time of movement of heavy vehicles inside the urban area.

11. DELIVERY OF TENDER DOCUMENTS:

11.1 The tenderers shall submit tender documents duly filled in, complete and signed on

each page in a sealed envelope being superscribed as "Tender for appointment of

(Signature of the Issuing Officer)



Level-1 Transport Contractor", addressed to the District Manager, OSCSC Ltd. Bhadra District. Tenders, which do not comply with this instruction, shall be summarily rejected.

11.2 Tender paper shall be sent strictly through registered post/ speed post/ courier service only to District Manager, OSCSC Ltd., Bhadra District. Tender paper sent other than the above mode shall not be entertained in any circumstances.

11.3 Tender paper shall be accompanied with EMD of the required amount.

11.4 The tenderer, who has downloaded the tender paper from the district website shall have to pay an amount of Rs.10000/- only (Rupees ten thousand only) along with the tender paper. The amount shall have to be in the form of a Crossed Demand Draft / Bankers cheque issued by any Nationalised / Scheduled Bank in favour of District Manager, Bhadra district payable at Bhadra. All credentials, documents and copies of certificate / information called for shall be submitted along with the tender paper.

11.6 If the last date for receipt of tender paper happens to be a holiday, tender paper will be received on the next working day following the holiday.

11.7 It should be clearly understood by the tenderer that no opportunity shall be given to them to alter, modify or withdraw any offer at any stage after submission of the tender.

12. OPENING OF TENDER PAPER:

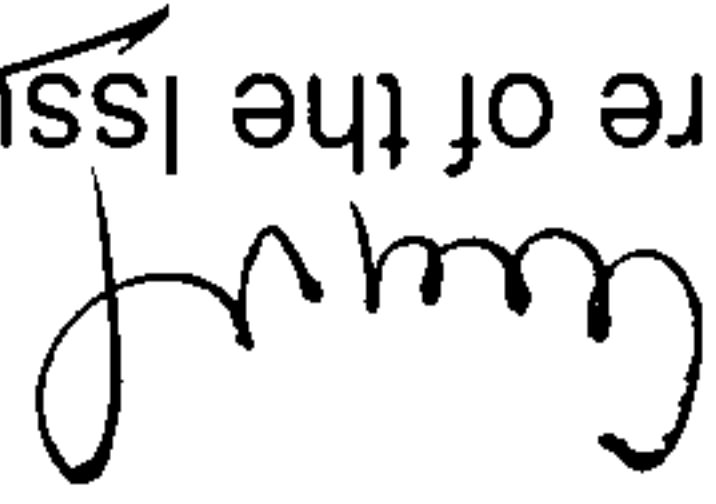
12.1 The Tender Paper shall be opened in the chamber of the District Manager or in such other office premises at Bhadra on the date and time specified.

12.2 The Tenderers shall be at liberty to be present either in person or through their authorized representative at the time of opening of Tender. The authorized representative shall furnish the authorization letter duly executed by the tenderer to the Chairman of the District Tender Committee before opening of Tender. If the date for opening of tender paper happens to be a holiday, tender paper will be opened at the same time on the next working day following the holiday.

13. CLERICAL ERRORS OR OMISSION(S) COMMITTED BY THE TENDERER:

In case of any clerical error or minor omission(s) in the tender paper, the District Tender Committee may take a suitable decision keeping in view the intention of the tenderer, if he/she is otherwise qualified.

(Signature of the Issuing Officer)



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(Signature of the tenderer)

14. CORRUPT PRACTICES:

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

15. INTERVIEWS AND ACCEPTANCE OF TENDER:

15.1 The tenderer is required to proceed to the office of the District Manager, OSCSC Ltd. _____ district at his / her own expenses and without any obligation, if called upon to do so, by the District Manager, OSCSC Ltd. or by an Officer authorized to act on his behalf.

15.2 The District Tender Committee reserves the right to reject any or all tenders without assigning any reason there of and does not bind itself to accept the lowest or any tender.

15.3 The successful tenderer shall be intimated about the acceptance of his / her tender by a letter/ fax/ e-mail/ phone and which shall be acted upon immediately, without waiting for the post copy in confirmation.

16. EXECUTION OF AGREEMENT:

16.1 The successful tenderer shall enter into an Agreement with the District Manager in the prescribed format.

16.2 The Agreement shall be typed on a Non-Judicial Stamp Paper worth Rs.100/- only.
16.3 Execution of Agreement shall be made on furnishing of required security deposit, additional security deposit (in lieu of Experience Certificate and / or quoting BWR & two-passport size photograph duly attested by Gazetted Officer.

16.4 The Agreement will be executed with the tenderer on production of following documents.

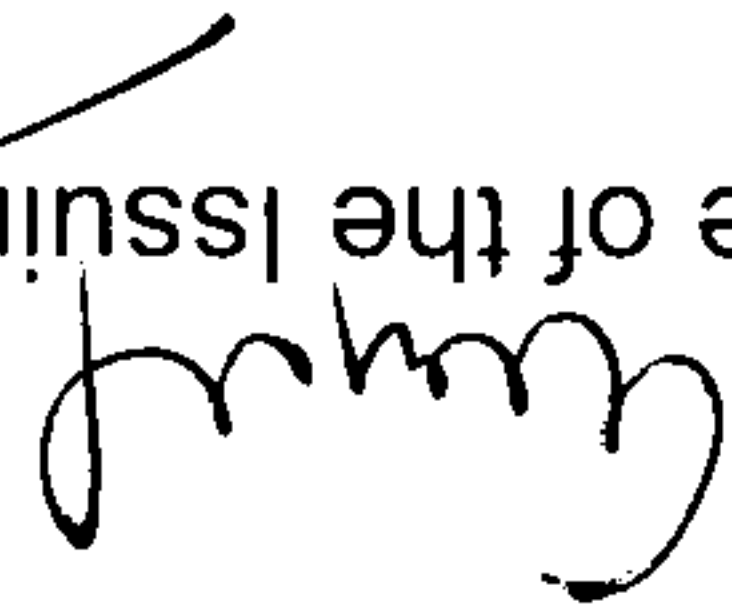
* Registration under The Odisha Shops & Commercial Establishments Act, 1956 to operate in ULB.

* Registration under The Motor Transport Workers Act, 1961.

Or

Declaration in prescribed format that he/ she is not required to possess licence under the Motor Transport Workers Act 1961 because of engagement of limited

(Signature of the Issuing Officer)



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(Signature of the tenderer)

workers. However, in such case, the Transport Contractor to operate in ULB shall register his/ her establishment under "The Orissa Shops & Commercial Establishment Act, 1956" only.

16.5 The Agreement shall be executed within the time prescribed by the District Manager failing which the contract shall be liable to be rescinded solely at the discretion of District Manager. In such case the Earnest Money Deposit of the tenderer shall stand forfeited at the discretion of District Manager.

16.6 In genuine case, the Collector can allow more time to the successful tenderer to furnish any document / certificate wanting at the time of execution of agreement.

16.7 All the instructions to tenderers, terms and conditions governing contract along with its annexures & appendices shall form part of the Agreement and any violation of the provisions prescribed here under shall be construed as violation of the agreement.

17. OTHERS:

17.1 In case of any clear indication of cartelization, the District Tender Committee shall reject the tender(s) and forfeit the EMD.

17.2 If the information given by the tenderer in the Tender Document and its Annexures and Appendices are found to be false/ incorrect at any stage, the Collector 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.

17.3 OSCSC Ltd. reserves the right to amend the tender conditions at any time during the currency of contract, which shall be binding on the contractors.

District Manager
OSCSC Ltd., *Bhadrak*

(Signature of the Issuing Officer)
Courtesy

PART-I

DETAILED TERMS AND CONDITIONS GOVERNING CONTRACT FOR

LEVEL-I TRANSPORT OPERATION

TECHNICAL BID

Odisha State Civil Supplies Corporation Ltd., Bhadra intends to appoint Level-I Transport Contractor for transportation of foodgrains FSD, FCI to RRC-cum-DSCs run by OSCSC Ltd., Bhadra district of the State of Odisha for the year 2019-20 & 2020-21.

I. Definitions:

a. The term 'Contract' shall mean and include the notice inviting tender, the invitation to tender incorporating the instruction to tender, the tender documents, its annexures and schedules, acceptance of tender, agreement and such general and special conditions as may be added to it as & when required.

b. The term 'Tenderer' shall mean and include the person or persons, firm or company with whom the contract has been made for transport operation of food grains including their heirs, executors, administrators, successors and their authorized person, as the case may be.

c. The terms 'OSCSC Ltd./ 'Corporation', shall mean the Odisha State Civil Supplies Corporation Limited registered under the Indian Companies Act 1956 having its Head Office at C/2, Nayapalli, Bhubaneswar-12, Khordha, Odisha and shall include its District Manager and his/her successor or successors and any Authorized Person to act for the District Manager for any specified work.

d. The term 'Managing Director' shall mean the Managing Director of the Corporation or any authorized officer to act on his behalf for a specific work.

e. The term 'District' shall mean the revenue district of Odisha.

f. The term 'District Tender Committee' shall mean the Committee formed as such by the Collector of the district for opening of tender and finalization of Level-I Transport Contractor and to take decision on all the related matters.

g. The term 'District Manager' shall mean the District Manager of the Corporation, working in Revenue District or any authorized officer to act on his/her behalf for a specific work.

h. The term 'Govt.' shall mean Government in Food Supplies & Consumer Welfare Department of Government of Odisha, Bhubaneswar.

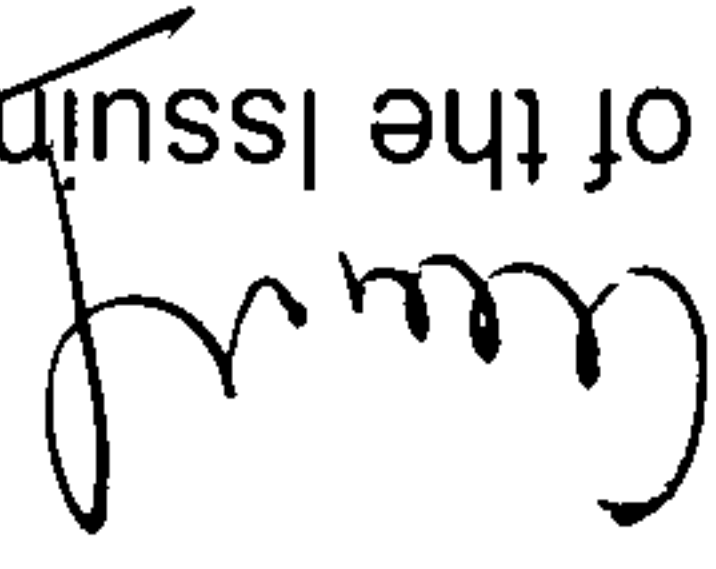
(Signature of the Issuing Officer)

(Signature)

(Signature of the tenderer)

- i. The term '**ULB**' shall mean & include all the NACs, Municipalities & Municipal Corporations declared as such by Govt. of Odisha.
- j. The term '**Family**' shall mean husband/wife, unmarried sons/daughters, married sons living in the same mess (including adopted children) & dependent parents.
- k. The term '**Foodgrains**' for this contract shall mean and include Rice, Wheat, Sugar, Dal, Edible Oil, Salt, Potato & Onion or any other packaged commodity as decided by the Corporation packed in 50 k.g. / 100 k.g. HDPF bag or jute gunny bag or in packet of any weight.
- l. The term '**Wheat**' shall mean and include the wheat packed in 50 k.g. / 100 k.g. HDPF bag or jute gunny bags lifted from the Food Corporation of India.
- m. The term '**FSD, FCI**' shall mean the Food Storage Depot of the Food Corporation of India, from where rice and wheat shall be transported to RRC-cum-DSC.
- n. The terms '**Rice Receiving Centre-cum-Departmental Storage Centre (RRC-cum-DSC)**', '**RRC**' shall mean the storage centre run by the Corporation for receipt, storage and delivery of foodgrains with HDPF bag or jute gunny bag or any other package commodity. This shall include Corporation own godown, hired godown, hired godown managed through CWC/OSWC & godowns constructed under PEG scheme.
- o. The term '**Lifting Officer**' shall mean an Officer deputed by the District Manager to lift foodgrains from Food Storage Depot, FCI & Base RRC.
- p. The term '**Handling Contractor**' shall mean & include a contractor appointed by the District Manager for handling of foodgrains at Base RRC & RRC-cum-DSC.
- q. The term '**Level-I Transport Contractor**'/'**Contractor**' shall mean & include a contractor appointed by the District Manager for transportation of foodgrains from RRC to RRC-cum-DSC.
- r. The term '**Level-II Transport Contractor**' shall mean & include a contractor appointed by the District Manager for transportation of foodgrains from RRC-cum-DSC to retail centres.
- s. The term '**Transport Vehicle**' shall mean a vehicle suitable for transportation of foodgrains. These vehicles shall be 6-wheeler, 10-wheeler & 12-wheeler vehicles. The vehicle '**Tipper**' & '**Tractor**' shall not be considered as transport vehicle for this tender purpose.

(Signature of the Issuing Officer)



- t. The term 'Weightment' shall mean the weighing of foodgrains in HDPP bag or jute gunny bag either at weighbridge or by using electronic / manual weighing scale.
- u. The term 'Commercial Interest' shall mean a business, partnership or company for the operation as State Level and/or Level-II Transport Contractor under Departmental Storage Operation of OSCSC Ltd. and/or Custom Miller for OSCSC Ltd. under DCP scheme of Govt. of India for the district for which he/she intends to apply under this tender.

II. PARTIES TO THE CONTRACT:

- a. The Parties to the contract are the Contractor and the OSCSC Ltd., represented by its District Manager of the concerned district or any other officer authorized and acting on his/her 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/she has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, at any stage, it is found that the person concerned has no such authority, the District Manager, OSCSC Ltd. Bhadra, may, without prejudice to other civil or criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.

- c. Notice or any other action to be taken on behalf of the OSCSC Ltd. may be given/taken by the District Manager, OSCSC Ltd. Bhadra or any other officer so authorized and acting on his/her behalf.

III. CONSTITUTION OF CONTRACTOR:

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

(Signature of the Issuing Officer)

