PEG Tebdamunda to Gudvella Block & Tusura NAC

LEVEL-II TRANSPORT CONTRACTOR 2023-25

NOTICE INVITING TENDER

Office of District Manager
Odisha State Civil Supplies Corporation Ltd. (OSCSC)
Balangir (District)
Phone:9438200035

TENDER No. 2947 Dated: 22.05.2023

Cost of Tender Document:- Rs.5900/- Inclusive of GST for each RRC to Unit (Block / ULB) combination of the district.

Online Tenders are invited from eligible bidders for selection and appointment of level-II contractor for transportation of Custom Milled Rice (CMR) from Rice Receiving Centre (RRC) to Retail Centre (FPS).

1	Availability of tender documents	From Date **25.05.2023 at 10.00 A.M** Downloadable from website:www.oscsc.in, www.foododisha.in & www.tendersodisha.gov.in
2	Date, time and venue for pre-bid conference.	On dt **29.05.2023** at **09.00 A.M** Place- **CSO Office, Balangir**
3	Last date and time for **online** submission of completed Tender Documents with enclosures	Through e-Procurement Portal:www.tendersodisha.gov.in Up to **05.00 P.M of dt. 06.06.2023**
4	Date, time and venue for opening of Technical Bid by the Tender Committee	On dt **07.06.2023 at 9.00 A.M** , Place- **Conference Hall of Collectorate, Balangir**
5	Date, time and venue of submission of original documents in support of scanned copies uploaded in the portal for verification	On dt. **07.06.2023 at 11.00 A.M**, Place- **Conference Hall of Collectorate,Balangir**
6	Date & time of Financial Bid opening by the Tender Committee (Only of Technically Qualified Bidders)	To be announced after technical bid evaluation.
7	Venue of the opening of Technical & Financial Bids	**Conference Hall of Collectorate,Balangir**
8	Validity Period	Tenders are to remain open for acceptance for 45 days inclusive of date of opening of tender. Note: - The Managing Director, OSCSC Ltd., Bhubaneswar may at his discretion extend this day by 15 (fifteen) days and such extension shall be binding on the bidders.
9	Language of the Tender	The tender should be prepared by the bidder in English language only.
10	Help Desk telephone no	(i) OSCSC Ltd.: - District Manager :-No 9438200035 Account Head. No 9437430332

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		(ii)State Procurement Cell:-0674-2530998 / 18003456765

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.

2. District Tender Committee reserves the right to cancel any/ all of the tenders at any time without assigning any reason thereof.
3. Further details can be obtained in the website www.tendersodisha.gov.in.
4. The bidder must deposit Tender Document Fee and EMD at the time of submission of tender through online payment gate way service.
5. Any amendment/ cancellation/ re-tender/ corrigendum please refer to the website www.tendersodisha.gov.in, www.oscsc.in & www.foododisha.in.

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PEG Tebdamunda to Gudvella Block & Tusura NAC

TENDER PAPER

(Level-II Transport Contractor)

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

Tender No. 2947 /Date. 22.05.2023

TENDER DOCUMENTS

Cost of Tender Paper – Rs. 5900/- (Rupees Five Thousand Nine Hundred only) inclusive of GST for each RRC to Unit (Block / ULB) combination of the district.

INVITATION TO TENDER & INSTRUCTION TO BIDDERS FOR TRANSPORTATION OF FOODGRAINS FROM RICE RECEIVING CENTRE (RRC) TO RETAIL CENTRES(FPS) YEAR- 2023-24 & 2024-25.

1. GENERAL INFORMATION:

1.1 Level-II Transport Contractor shall be appointed for each Unit. The contractor shall be responsible for transportation of foodgrains from RRC to all Retail Centres (FPS) of the Unit tagged. A list of RRC located in the district and Units tagged has been indicated at APPENDIX-I for reference of the bidder.

1.2 The Unit shall mean:

i. One Block or,

ii. One Block and adjoining one NAC together or,

iii. One Municipality.

iv. The Bhubaneswar Municipal Corporation (BMC) & the Cuttack Municipal Corporation (CMC) shall be considered as 03 separate Units each for this tender. The FPS dealers working in BMC & CMC shall be demarcated into 3 units as per the geographical location for appointment of separate contractor for each Unit under this tender process.

v. Considering the geographical location, some G.P. of a Unit can be tagged to other Unit for smooth transport operation.

1.3 Level-II Transport Contractor shall be appointed in the following manner.

i. One RRC tagged with one or more Units:

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- Separate contractor shall be appointed for each Unit for transportation of foodgrains from RRC to retail centres of the Unit tagged.

  Example:-

- RRC - 'R'
- Units tagged - 'U_1', 'U_2', 'U_3'
- Same or different contractor(s) can be appointed for Unit 'U_1', 'U_2' & 'U_3' at a same rate or different rate(s) depending upon the lowest rate quoted.

ii. More than one RRC located inside a Unit & are tagged to that Unit:

- One contractor shall be appointed for that Unit to operate from all the RRCs located inside the Unit & tagged to that Unit.

Example: -

- Unit - 'U'
- RRCs tagged to Unit 'U' - 'R_1' & 'R_2'
- One contractor shall be appointed at a single rate for transportation of foodgrains to the retail centres of Unit 'U' from both the RRCs i.e. 'R_1' & 'R_2'. The bidder applying for Unit 'U' shall quote a single rate for both RRCs 'R_1' & 'R_2'.

iii. More than one RRC located at different Units are tagged with one Unit and one commodity will be lifted from one RRC and another commodity will be lifted from the other RRC located at a different Unit:

- One contractor shall be appointed for the Unit for transportation of foodgrains from more than one RRC located at different Units to the retail centres of the Unit tagged depending upon the lowest rate quoted.

Example: -

RRC located in different Units - 'R_1' & 'R_2'
RRC 'R_1' located inside Unit 'U_1' - Deals with rice
RRC 'R_2'located inside Unit 'U_2' - Deals with wheat
Unit tagged - 'U_1',

- One contractor will be appointed for the RRC 'R_1' for transportation of rice as well as for the RRC 'R_2' for transportation of wheat to the retail centres of Unit 'U_1' depending upon the lowest rate quoted.

1.4 Tender Paper shall be submitted in the following manner:

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i. Tender shall be submitted for each Unit of a district. BMC & CMC shall be considered as 03 separate Units.

ii. In case one Unit is tagged to more than one RRC located inside that Unit, then one tender paper shall be submitted quoting a single rate.

iii. In case one Unit is tagged to more than one RRC dealing with different or same commodities (rice & wheat) located in different Units, then one tender shall be submitted quoting a single rate for each such RRC.

1.5 Original documents as per the Checklist (APPENDIX-II) shall be produced by the bidder on the specified date and time for verification by the District Tender Committee.

1.6 The bidder has to submit the Tender Paper, Appendices & Annexures with seal and signatures on each and every page.

1.7 The bidder shall read all the instructions and guidelines carefully before filling up the tender and submitting the same so that there will be no ambiguity later on.

1.8 All the terms and conditions of the tender document along with its annexures & appendices shall form part of the required Agreement.

1.9 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.

1.10 The validity period of bid will be 120 days.

1.11 Separate Agreement shall be executed for transport operation in each Unit. In case a bidder is selected for more than one Unit, separate Agreement shall be executed with him/her for each Unit selected.

2. <u>BIDDING PROCESS</u>:

i. Potential bidders participating in the bidding process will be required <u>to submit a detailed Technical Bid &Financial Bid</u> in response to the Tender Call Notice.

ii. <u>Registration in Portal:</u> Bidders intending to participate in the tender are 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 Bidder 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 recognised by CCA India such as n-Code, Sify, TCS, MTNL, etc. He / She has to submit the relevant information as asked for about him / his firm / company. The portal registration of the bidder is to

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be authenticated by the State Procurement Cell after verification through online certificates / documents such as (i) PAN and (ii) Registration Certificate (RC) / GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC / GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

To log on to the portal the Bidder is required to type his/her user ID 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. Only one valid DSC should be registered by a Bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.

Bidders are advised to register their valid e-Mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

iii. Downloading Tender Documents: 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 tenders as mentioned in the 'Notice Inviting Tender' after which the same will be removed from the list of Active tenders. Any bidder can view or download the tender documents from the website.

iv. Furnishing scanned copy of all required documents with his / her signature is mandatory otherwise his/her tender shall be declared as non-responsive and thus liable for rejection.

v. Tender document Fees & Earnest money Deposit shall be in shape of payment through online system only through a process as per works Department office

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Memorandum vide Letter No.17254 dated 05.12.2017 failing which the bid shall be rejected (Copy of the Memorandum is attached).

vi. 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.

vii. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-tender process, the tender inviting authority shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.

viii. Any third party/company/person under a service contract for operation of e-tender system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the tender processes that are undertaken through the e-tender system irrespective of who operates the system.

ix. Format of the Tender: The Tender shall be submitted in two parts:

(a) Part I : Technical Bid

(b) Part II : Financial Bid

x. Contents of Technical Bid: The bidder must submit the particulars / documents as detailed in Check List (Appendix-II) online within the timeline as set out in the Notice Inviting Tender failing which the tender shall be treated as incomplete and disqualified in Technical Bid.

xi. Contents of Financial Bid:

a. The bidder must upload the Financial Bid online as prescribed in the specified location only in the protected Bill of Quantities online BoQ (in ".xls" format).

b. The bidder shall submit the financial bid online.

c. 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.

xii. Signing of Tender:

(a) The prospective bidder can download the tender from the website anytime after issue of tender and save it in his system and undertake the necessary preparatory work off-line and upload the completed bid with his/her signature at his convenience within the due date and time of submission. The bidder shall only submit single copy of the tender including required documents and Financial Bid in the e-Procurement portal i.e. www.tendersodisha.gov.in within

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due date of submission. In the Financial Bid the bidder has to write the figures in the designated cell only. The Bidders are advised to up-load the completed Tender document well ahead of the last date & time of receipt to avoid any last moment problem of power/link failures etc.

(b) The bidder shall go through the Tender carefully and list the documents those are asked for submission. He shall prepare all documents including declaration form, annexures and price bid etc., and store in the system. The bidder shall also ensure payment of Tender document fee and EMD before submission of tender completed in all respects.

(c) The Bidder 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 tender to the portal.

(d) The tenders once submitted by due date cannot be retrieved or corrected. Tenders 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 bidder should click on submit button.

(e) In the e-Procurement process each process is time stamped. The system can identify each individual who has entered in to the portal for any tender 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 tender non-responsive.

xiii. Signing of Tender: The Bidder shall digitally sign on all statements, documents and certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT Act 2000.If any of the information furnished by the Bidder is found to be false/fabricated/bogus, Corporation shall have the right to disqualify him/her without giving any notice or reason without prejudice to the other rights like forfeiture of EMD or summarily terminate the contract with forfeiture of Security Deposit, as the case may be, and may take any other steps that the Corporation may have under the Contract and Law which includes debarment on participating in any tender of OSCSC for a period of 05 years.

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xiv. Submission of Tender: For submission of Tenders through the e-Tender Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The bidder shall have to produce the original documents in support of the scanned copies of documents, statements etc. uploaded in the portal on the specified date. Bid documents may be scanned with 100 dpi with black and white option.

Any addendum /corrigendum /correction issued shall be part of the tender documents and shall be notified in the website. And the bidder is required to take those into account before submitting the tender by the due date.

The Officer inviting tender will provide entire tender document along with appendices and enclosures in the portal. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format (printable in A4 size paper) to the portal in the designated locations of Technical Bid. He will fill up the rates in designated Cell and upload the same in designated locations of Financial Bid (BoQ) and no other format shall be used to upload the Financial Bid. 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. Use of DSC of appropriate class shall effect submission of documents.

xv. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

xvi. The bidder needs to upload the required documents, annexures (1 to 7) and appendix-II for consideration.

xvii. .The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

xviii. Tender documents shall be accompanied with EMD of the required amount as indicated in Clause-6. The bidder shall have to pay an amount of Rs.5900/- only (Rupees Five thousand Nine hundred only) as tender paper cost along with the Tender. Bidders will be required to pay through on-line mode as mentioned in Clause-2 (v) towards Tender Document Fee and EMD.

xix. All credentials, documents and copies of certificate / information called for shall be submitted along with the Tender papers.

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xx. Deadline for Submission of Tender: The online submission will remain active till the last date and time of tender submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the tender. The date and time of tender submission shall remain unaltered even if the specified date for the submission of tenders declared as a holiday for the Officer Inviting the Tender.

xxi. Prior to submission of tender, the bidder needs to ensure the following among other thing:

a) Payment of Tender document fees & EMD.

b) The entire tender document is properly indexed with page number.

c) The documents to be up-loaded are properly visible and duly signed.

d) Filling of all the prescribed annexures /appendices as detailed in the Tender.

e) Enclosing necessary supporting documents.

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

xxiii. Modification and Withdrawal of Tenders: In the e-Tender Portal, it is allowed to modify the tender 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 tenders already submitted by the bidder will be removed automatically from the system and the latest tender only will be admitted. But the bidder should avoid modification of tender 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 tenders within the designated time of receipt, the tender already in the system shall be taken into consideration.

In the e-Tender Portal, withdrawal of tender is allowed before expiry of the closure time of the tender. But, in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the tender and upload the scanned document to portal in the respective tender before the closure date and time of receipt of the tender. After opening of technical bid, no withdrawal of tender is allowed. If the bidder withdraws his/her tender, the EMD will be forfeited.

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xxiv. PRE-BID CONFERENCE &CLARIFICATIONS

a. District Office shall hold a pre-bid meeting with the prospective bidders on Date 29.05.2023 at 9.00 A.M.

b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to District Manager through e-mail (csobalangir@gmail.com) on or before Date 29.05.2023.

c. The queries should necessarily be submitted in the word or excel file in the following format:

Sl. No.	Tender Document Reference(s) (Section & Page Number(s))	Content of Tender requiring Clarification(s)	Points of clarification
1.			
2.			

d. District Office shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.

e. Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum (if any).

i. The Nodal Officer notified by District Office will endeavor to provide timely response to all queries. However, District Office makes neither representation nor warranty as to the completeness or accuracy of any response made in good faith, nor does District Office undertake to answer all the queries that have been posed by the bidders. At any time prior to the last date for receipt of bids, District Office may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Document by a corrigendum or addendum.

ii. The Corrigendum/Addendum (if any) will be posted on the website www.oscsc.in, www.foododisha.in&www.tendersodisha.gov.in. Pre-bid queries clarification shall be forwarded to the respective bidders.

iii. Any such corrigendum/Addendum shall be deemed to be incorporated into this tender.

f. The bidders while submitting the proposal should submit duly signed copy of corrigendum/addendum along with it.

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xxv. In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, District Office may, at its discretion, extend the last date for the receipt of tenders.

3. OTHER TERMS & CONDITIONS:

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 bidder and provisions contained in the Tender documents.

3.2 A bidder can be appointed in any number of Units in a district. The bidder selected for more than one Unit in a district or in other districts taken together shall have 02 (two) separate vehicles for each Unit selected. The bidder shall upload the vehicle details is Annexure-6 (a) & (b) at the time of bid submission. After that, the successful bidder shall be given 07 days' time in writing to produce documents in support of additional vehicles and he/she may be asked to submit the updated declaration on as per format at Annexure - 6(b) as to the name of Units he/she has been selected for appointment as Transport Contractor in the district and in other districts of the state before execution of agreement. On his/her failure to give such Declaration within 07 days, the EMD shall be forfeited.

3.2.1 In case a bidder selected for appointment in more than one Unit & fails to provide information on additional vehicles or does not own required vehicles for the Units selected within 07 days, he/she shall be appointed in those Units only where he/she has quoted lowest rates according to the number of vehicles owned. In case the bidder has quoted same lowest rate in more Units compared to the number of vehicles owned, he/she shall be appointed in those number of Units, as per the decision of the District Level Tender Committee, according to the number of vehicles owned. Further action as per clause no.3.2 above shall be taken.

3.2.2 In the Units for which a bidder has been selected but doesn't get appointed for the reasons stated above, the District Tender Committee shall negotiate with the 2nd lowest bidder qualified in Technical Bid for that Unit or the district in case of Level-I Transport Contractor to operate at the lowest quoted rate. In case the 2nd lowest bidder disagrees to operate at the lowest quoted rate, fresh tender may be floated for appointment of new Transport Contractor.

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

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

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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 uploaded 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 uploaded.

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 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 bidder 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):

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The bidder shall upload following documents, affidavit and information along with those required under Checklist (Appendix-II) for consideration of his tender paper during scrutiny of Technical Bid.

4.1 The bidder 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 bidder 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 bidder 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. 2019-20, 2020-21 & 2021-22 the work of value of at least:

12.5% of the estimated value of the contract, in one single contract

OR

25% of the estimated value of the contract, in multiple contracts, as indicated at APPENDIX-IV.

Estimated Value of Contract for this tender purpose has been determined as follows:

EVC = (Monthly Allotment of rice & wheat stock under NFSA & SFSS in Qtl. for the Unit X SoR in Rs. Per Qtl. of the Unit X 24 months)

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

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

In such case, the bidder shall upload 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/ Bank Guarantee issued from any Nationalised/ Scheduled Bank in favour of the District Manager, OSCSC Ltd., Balangir at the time of execution of agreement for the entire agreement period".

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

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

4.5 The bidder 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 bidder shall furnish a Declaration in the prescribed format (enclosed at Annexure-6 (a) & (b)) declaring that he will give details of vehicles as per Clause No-3.2. In case of his/her appointment in more than one units as Level-II / Level-I Transport Contractor s/he shall submit updated Annexure-6 (b) with separate 02 vehicles as per tender condition.

4.7 The bidder shall furnish an affidavit in the prescribed format (enclosed at Annexure-7) on tender submission and abiding by the terms and conditions of tender.

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

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

4.10 The bidder shall furnish Income tax return copy for the last three assessment years i.e. AY-2020-21, AY-2021-22 & AY-2022-23 and copy of PAN Card & GST Registration Certificate.

4.11 The bidder 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).

4.12 The bidder shall have minimum 2 (two) number of transport vehicles registered in his/her name/ in the name of the family members. 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).

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4.13 A bidder who has been appointed as Level-II Transport Contractor in a district for some of the units, he/she is eligible to participate in the subsequent tender / re-tender for the same session i.e. 2023-25 for the other units in same district.

4.14 Due to non-finalization of tender, a contractor who has been appointed as Level-II Transport Contractor in the current biennial year 2021-23 or continuing on extension basis, the contractor shall be eligible to participate in the tender for biennial 2023-25. On his/her selection in the tender process, he/she has to withdraw from the current assignment prior to execution of agreement.

4.15 The bidder 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

5. <u>DISQUALIFICATION CONDITIONS:</u>

5.1 No person shall be appointed as Level-II Transport Contractor under this tender process, if he /she or any of his/her or the Director or proprietor or partner family members has a commercial interest in a business relating to Handling Contractor/ Level-II Transport Contractor / MDM Transport Contractor / SNP Transport Contractor / PEG Go-down Lessor and/or custom milling of rice for OSCSC Ltd. for the district and its neighboring district with common boundary for which s/he intends to apply under this tender.

However, a bidder who has been appointed as Level-II Transport Contractor in a district for some of the units, he/she is eligible to participate in the subsequent tender / re-tender for the same session i.e. 2023-25 for the other units in same district.

[The terms 'Family' & 'Commercial Interest' have been defined in detail at Clause-I of the PART-I Technical Bid]

5.2 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 will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.

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5.3 Any bidder whose contract with the Corporation has been terminated by the Corporation before the expiry of contract period at any point of time during last 5 years, will be ineligible.

5.4 Bidder 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 bidder 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 bidder disqualified.

5.7 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. <u>EARNEST MONEY DEPOSIT (EMD)</u>:

6.1 Each tender must be accompanied by an EMD of Rs.1,00,000/- (Rupees One Lakh) or 5% of the estimated value of contract whichever is higher in online mode for each participating RRC-Unit combination in the district. In case the Tender submitted is not accompanied by EMD, the tender shall be summarily rejected.

6.2 The bidder 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 bidder will be liable for any loss suffered by the Corporation on account of its withdrawal/ modification etc. besides forfeiture of EMD. He will also be debarred from participating in any tender with the Corporation for a period of five years.

6.3 EMD shall be forfeited in case the successful bidder 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.

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6.4 The EMD furnished by the bidders shall be refunded after finalization of tender. The EMD of selected bidder will be refunded on receipt of confirmation from the Zonal/Regional bank concerned regarding genuineness of Bank Guarantee submitted towards security by the successful bidder at the time of execution of Agreement. No interest shall be payable on the amount of earnest money.

7. SECURITY DEPOSIT:

7.1 The successful bidder shall furnish security deposit for a Unit in following manner.

7.1.1 A sum of Rs.1.75 Lakhs or a sum equivalent to 5% of the estimated value of the contract as indicated at APPENDIX-IV, whichever is higher, inform of Demand Draft issued from any Nationalised/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., Balangir.

7.1.2 A sum of Rs.3.25 Lakhs or a sum equivalent to 10% of the estimated value of the contract as indicated at APPENDIX-IV, 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., Balangir, which shall be enforceable till six months after the expiry of the contract period.

7.1.3 If applicable, additional sum equivalent to 50% of the security deposit as required at Clause – 7.1.1 & 7.1.2 in respective modes.

7.2 Separate Security Deposit shall be furnished for each Unit in case the bidder is selected for transport operation in more than one Unit.

7.3 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.

7.4 If the successful bidder 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.

7.5 The bidder may quote rate Below the Schedule of Rates (BSoR), the successful bidder has to submit additional security deposit at the time of execution of agreement as per the following norms.

Additional Performance Security(APS) in case of Abnormally Low Bids (ALBs): In line with modification of codal provision in Works Department, Odisha, Office Memorandum No.14459/W, Dated 20.09.2018 & Amendment issued vide

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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 below10%	50% of (Difference between estimated cost put to tender and Bid Amount)
3	From 10% upto 14.99%	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.

If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalised on merits of rest bids.

If the rate quoted by a bidder is upto 14.99% (Decimals upto two digits will be taken for all practical purposes) less than the estimated cost, it shall be considered in financial bid evaluation.

8. <u>REQUIREMENT OF VEHICLES:</u>

8.1 The bidder shall have minimum 02 (Two) number of Transport Vehicles registered in his/her name/ in the name of the family members. Additional requirement of vehicles can be availed on hire basis.

8.2 For this purpose, the "Transport Vehicle" has been defined at Clause – I (v). The vehicles should be suitable for transportation of food grains. The vehicle "Tipper" 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 bidder 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. <u>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</u>. In case of company, the vehicles must have been registered

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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 The vehicles should have National or State permit for transportation. The bidder 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).

8.5 The vehicle has to be registered in the name of the bidder 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 bidder along with its documentary evidence.

8.6 The bidder 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.

9. SCHEDULE OF RATE:

9.1 The schedule of rate per qtl. for each Unit will be determined by the District Tender Committee keeping in view the following factors.

1	Distance Cover	Weighted average of shortest truckable distance from RRC to FPS point & quantity alloted to FPS dealer
2	Transportation charges	Rs 15.68 PQ for 0-8 Kms, Rs 0.52Km PQ for 9 Kms-40Kms & Rs 0.43Pkm PQ for 41 Kms & above
3	Incidental Charges	5% of Sl No.2
4	Unloading at FPS	Prevailing unloading charges at FPS points
5	Weighment Charges	Rs. 40/- per truck of 10 M.T .i.e. Rs. 0.40 per qtl.
6	Other factor	Transportation through bullock cart, head load, ghat road,ferry etc. relating to any unit, if any
7	Schedule of rate per qtl.	Sl. No. (2+3+4+5+6)

9.2 The schedule of rates for each Unit will be determined separately by the District Tender Committee.

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9.3 Such schedule of rates shall be determined by the District Tender Committee before floating of tender and shall be indicated in the "FINANCIAL BID (BoQ)".

9.4 During the contract period, new RRC may come into operation in addition to or in place of the list of RRCs as indicated at "APPENDIX-I" and / or the existing tagging arrangement of a Unit to an RRC may be relocated to another RRC as per requirement. In such case a new schedule of rate will be determined as per Clause-9.1 for that Unit and the contractor shall carryout transport operation at the approved percentage of rate for the new RRC or new tagging arrangement as the case may be.

However, if the weighted average distance of new RRC or new tagging arrangement is within an excess distance of 10 Kms from the weighted average distance of existing RRC then the schedule of rate need not be revised and the contractor shall transport the stock at the existing rate.

The contractor shall furnish differential security as per new arrangement.

10. <u>QUOTING OF RATES:</u>

10.1 The bidder shall quote rate for each Unit separately inclusive of all taxes, duties, cess etc. confirming that no other charges would be payable to him/her in the BoQ Format as follows.

At the Schedule of Rates given in the Financial Bid, or

At above the Schedule of Rates given in the Financial Bid (ASoR), or

At below the Schedule of Rates given in the Financial Bid (BSoR); for different distance ranges of operation.

10.2 Financial 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 bidder at the rate quoted. Normally no negotiation with the bidders will be conducted after bid opening. However, in view of urgency in handling & transportation of essential commodities (foodgrains), the District Level Tender Committee may further examine the reasonableness of the offered rate and ask the lowest bidder for reduction of rate for early finalisation of tender process.

10.4 Quoting of same rates (L_1 only) by more than one bidder could be construed as an exceptional circumstance. In such cases, all the bidders who have quoted the

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same lowest rates shall be called for and decision will be taken through a transparent lottery system where all bidders will remain present.

10.5 In case no rate is quoted or all the rates quoted are found to be exorbitantly higher than the Schedule of Rate in any Unit, the district may go for retender for that Unit. Till finalisation of such retender process, the District Manager may engage the Level-II Transport Contractor of any Unit of the district on negotiation.

10.6 The bidder shall quote the rate for transport operation being acquainted with the prevailing conditions at the RRCs of the district and Retail Centres tagged 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 RRCs to be covered, quantity of stock to be transported, weighment 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 bidder 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. <u>OPENING OF TENDERS:</u>

i. The tender shall be opened in <u>Conference Hall of Collectorate, Balangir</u> (Place) on the date and time indicated. Specified date and time of opening of tender can be modified issuing a corrigendum to this effect in the portal, if necessary. It shall be duty of prospective bidder to refer the web portal continuously for any corrigendum's etc. to the tender.

ii. The bidders who participated in the online tendering can witness opening of the tender from any system remotely logging on to the portal with the DSC. Bidders are not required to be present during the tender opening to witness the process. But the bidder shall be at liberty to be present either in person or through an authorized representative. The authorized representative shall furnish the authorization letter duly executed by the bidder.

iii. The Technical evaluation of all the tenders will be taken up as per the information furnished by the Bidder. But evaluation of the tender does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action shall be taken against the bidder.

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iv. After technical evaluation of the tender and selection of the technically qualified Bidders, the financial bids of the technically qualified bidders only shall be opened (online) on the due date and time of opening to be notified after technical bid evaluation. However, |Financial Bid not be opened in case of single bid, either before technical evaluation or after technical evaluation. In such case fresh tender shall be floated as per Works Department Office Memorandum No.16/W dated.01.01.2015..

12. EVALUATION OF TENDER:

i. Submission of the tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

ii. Failure to comply with the requirements of any paragraph or any clauses of the tender shall render the tender incomplete which is liable for rejection.

iii. Authentication of Tenders: The signatory to the tender shall be as per the provisions outlined in Para – 3 of this tender document.

iv. Any interlineations, erasures or overwriting made on the scanned copy shall be valid only if the person or persons signing the TENDER authenticate the same by full signature.

v. Criterion for Evaluation: Tenders for this contract will be assessed in accordance with the Least Cost Based Selection (LCBS) system. All the tenders will be evaluated on the basis of the eligibility criteria.

vi. Evaluation of Financial Bid:The Financial Bids submitted online as per the prescribed format by the technically qualified bidders will be opened and the L_1bidder will be the preferred bidder

13. CORRUPT PRACTICES:

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

14. INTERVIEWS AND ACCEPTANCE OF TENDER:

14.1 The bidder is required to proceed to the office of the District Manager, OSCSC Ltd. Balangir (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.

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14.2 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.

14.3 Acceptance of tender shall be communicated through the portal.

14.4 The successful bidder 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.

15. EXECUTION OF AGREEMENT:

15.1 The successful bidder shall enter into an Agreement with the District Manager, OSCSC Ltd. Balangir in the prescribed format.

15.2 Separate Agreement shall be executed for transport operation in each Unit. In case a bidder is selected for more than one Unit, separate Agreement shall be executed with him/her for each Unit.

15.3 The Agreement shall be typed on a Non-Judicial Stamp Paper worth Rs.100/- only.

15.4 Execution of Agreement shall be made on furnishing of required security deposit, additional security deposit (in lieu of Experience Certificate and / or quoting B$oR) & two-passport size photograph duly self-attested within the stipulated time mentioned in Letter of Intent (LoI).

15.5 The Agreement will be executed with the bidder 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 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.

15.6 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 bidder shall stand forfeited at the discretion of District Manager.

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

15.8 Opening of price bid and consequential selection of any bidder will not entitle him for claiming execution of agreement or work allotment, the same will be undertaken by OSCSC only on availability of work and requirement of OSCSC.

15.9 All the instructions to bidders, 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.

16. OTHERS:

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

16.2 If the information given by the bidder 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 lawas perClause-2(xiii) of tender documents.

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

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PART-I

DETAILEDTERMS AND CONDITIONS GOVERNING CONTRACT FOR LEVEL-II TRANSPORT OPERATION

TECHNICALBID

Odisha State Civil Supplies Corporation Ltd., Balangir intends to appoint Level-II Transport Contractor for transportation of foodgrains from RRCs to Retail Centres of Balangir district of the State of Odisha for the year 2023-24 & 2024-25.

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 'Bidder' 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-II 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.

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i. The term 'Nonperforming / Defaulting Contractor' shall mean a contractor who fails to discharge his/her legitimate obligation / duty / responsibility as per terms of agreement.

j. The term 'Family' shall mean

a. parent

b. husband/wife

c. sons/daughters (including adopted children) and their spouse

d. full blood siblings (brothers & sisters from common parents) and their spouse.

k. The term 'Foodgrains' for this contract shall mean and include Rice, Wheat, Ragi, 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. HDPP bag or jute gunny bag or in packet of any weight.

l. The term 'Rice' shall mean and include the custom milled rice or rice packed by custom miller in 50 kg jute gunny bags after milling of the paddy received from the Corporation or rice lifted from the Food Corporation of India.

m. The term 'Wheat' shall mean and include the wheat packed in 50 k.g./ 100 k.g. HDPP bag or jute gunny bags lifted from the Food Corporation of India.

a. The terms 'Rice Receiving Centre(RRC)', 'RRC' shall mean the storage centre run by the Corporation for receipt, storage and delivery of foodgrains with HDPP 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.

n. A 'Unit' shall mean:

i. One Block or,

ii. One Block and adjoining one NAC together or,

iii. One Municipality or,

iv. The Bhubaneswar Municipal Corporation (BMC) or the Cuttack Municipal Corporation (CMC) shall be considered as 03 separate Units each for this tender. The FPS dealers working in BMC & CMC shall be demarcated into 3 Units as per the geographical location for appointment of separate Transport Contractor for each Unit under this tender process

v. Considering the geographical location, some G.P. of a unit can be tagged to other Unit for smooth transportation operation.

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o. The term 'ULB' shall mean & include all the NACs, Municipalities & Municipal Corporations declared as such by Govt. of Odisha.

p. The term 'FPS Dealer/ Retailer / Retail Dealer' shall mean and include a Person / Firm / Society / Co-operative / Gram Panchayat / SHG etc. appointed by the competent authority to act as such for distribution of foodgrains under Public Distribution System to the consumers.

q. The term 'Fair Price Shop (FPS)' or 'Retail Centre' shall mean the place where FPS dealer, Retailer or Retail Dealer distributes the commodities under Public Distribution System

r. The term 'Handling Contractor' shall mean & include a contractor appointed by the District Manager for handling of foodgrains at Base RRC &RRC.

s. The term 'Level-I Transport Contractor' shall mean & include a contractor appointed by the District Manager for transportation of foodgrains from Food Storage Depot, FCI to RRC.

t. The term 'Level-II Transport Contractor'/'Transport Contractor'/ 'Contractor' shall mean & include a contractor appointed by the District Manager for transportation of foodgrains from RRC to retail centres.

u. The term 'Transport Vehicle' shall mean a vehicle suitable for transportation of foodgrains. The vehicle 'Tipper' shall not be considered as transport vehicle for this tender purpose. The vehicle 'Tractor' shall be considered as a single transport vehicle along with a 'Trailer'. 'Tractor' and/or 'Trailer' individually shall not be considered as separate transport vehicles for this tender purpose.

v. The term 'Weighment' shall mean the weighment of foodgrains in HDPP bag or jute gunny bag either at weighbridge or by using electronic / manual weighing scale.

w. The term 'Commercial Interest' shall mean a business, partnership or company for the operation as Handling Contractor/ Level-II Transport Contractor/MDM or SNP Transport Contractor/ PEG Go-down lessor and/or Custom Miller for OSCSC Ltd. for the district for which one intends to apply under this tender and all neighbouring districts with common boundary.

II. <u>PARTIES TO THE CONTRACT:</u>

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.

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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. Balangir, 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. Balangir 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 also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of contract would lay. The persons so nominated shall be deemed to have power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractor.

b. The contractor, during currency of the contract shall not make any change in the constitution of the firm without prior approval of Corporation in writing, failing which the Contract shall be forthwith liable for termination treating it as breach of contract by the Contractor with consequences following there from.

c. The contractor shall notify to the Corporation the death / resignation of any of their partner / directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

IV. SUBLETTING:

The contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of the contractor contravening this condition, the District Manager shall be entitled to place the contract elsewhere on the contractor account and at his /

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her risk and the contractor shall be liable for any loss or damage, which the Corporation may sustain in consequence or arising out of such replacing of the contract. The Corporation also reserves the right to blacklist the Contractor for 5 years.

V. **RELATIONSHIP WITH THIRD PARTIES:**

a. All transactions between the contractor and third parties shall be carried out as between two principals without reference in any event to the District Manager.

b. The contractors shall also undertake to make the third parties fully aware of the aforesaid position.

vi. **LIABILITY FOR PERSONNEL:**

a. All persons employed by the contractor shall be treated as his/her own employees / workers in all respects and the responsibility under the Workmen's Compensation Act' 1923; Employees Provident Fund Act' 1952; Maternity Benefit Act' 1961; The Motor Transport Workers Act' 1961; The Orissa Shops & Commercial Establishment Act' 1956; Payment of Gratuity Act' 1972; Equal Remuneration Act' 1976; ESI Act' 1948; Minimum Wages Act' 1948 or any other similar enactments and rules made there under with up to date amendments in respect of all such personnel shall be that of the contractor. The contractor shall be bound to indemnify the District Manager against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act' 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable inconsequence of any accident or injury sustained by any workman or other person whether in employment of the contractor or not.

b. The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act' 1952, and the scheme framed there under in respect for the workers employed by him. The contractor shall recover the required amount payable by such employees under the statute and deposit the same with concerned PF authorities with matching share by the contractor. If, on account of the default of the contractor in making such payments or for any other reason, the District Manager makes such contributions on behalf of the contractor, the District Manager shall be entitled to set off against the amount due to the contractor for the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the workers employed by the Contractor.

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The Contractor shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act' 1952 and the scheme framed there-under, prescribed and / or when demanded for inspection to the Officers of the Regional Provident Commissioner and to the District Manager or an Office authorized by him or acting on his behalf.

c. In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Governments./ Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage register, attendance register, muster roll registered, wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

d. Notwithstanding the fact, whether the said legislations, enactments or any statutory modifications thereof are applicable or not to the employees / workers employed by the contractor, he\she shall pay the following to them.

i. Payment of Wages to Workers: -

The contractor shall pay not less than minimum wages to the workers engaged by him/her on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the prevailing rates notified by the Government in Labour Department, Odisha, Bhubaneswar during the contract period for the work. The contractor shall maintain necessary records and registers like wage book and wage slip etc. Register of unpaid wages and Register of Fines and Deductions etc. as required for such purposes.

ii. Weekly off:-

The contractor shall allow or cause to be allowed to the workers directly or indirectly employed in the work one-day rest for six days continuous work and pay wages at the same rate as for duty.

iii. Attendance Allowance:-

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

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e. Aforesaid wage / benefits at Clause VI (d) (i to iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The District Manager shall have the right to deduct from money due to the contractor, any sum required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages, or of deductions made from his/her or their wages which are not justified or non-observations of the regulations/enactments mentioned in Clause VI (a)and (b).

f. Declaration in lieu of License & Registration of establishment: -

In case the contractor claims that he/ she is not required to possess any registration under the Motor Transport Workers Act' 1961 & the Orissa Shops & Commercial Establishment Act' 1956 because of engagement of limited workers, he/ she shall give Declaration in prescribed format before execution of agreement & on every time while preferring bill for settlement of bills on transport operation. However, in such case, the contractor to operate in ULB shall register his/ her establishment under "The Orissa Shops & Commercial Establishment Act' 1956" only.

VII. BRIBES, COMMISSION, CORRUPTION ETC:

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

VIII. PERIOD OF CONTRACT:

a. The contract shall remain in force from the date of execution of agreement till 31st March'2025 or such later date as may be decided by the District Manager with the approval of the Collector.

b. The District Manager with the approval of the Collector reserves the following rights.

i. To extend the period of contract for 03 (three) months beyond the original contract period on the same rates, terms & conditions and to further extend beyond 03 (three) months on mutual consent. However, if Managing Director,

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OSCSC requires to extend the agreement period with the intervention of court by virtue of an order (Interim/Final) passed in a writ petition filed by the existing contractor request for enhancement of any charges for such extending period can not be entertained in the absence of competitive price.

ii. To terminate the contact at any time during its currency without assigning any reasons by giving a 15 days' notice in writing to the contractor at their last known place of residence /business and the contractor shall not be entitled to any compensation by reason of such premature termination.

iii. To award similar works on the basis of said contract on mutual agreement with other contractor in case of termination of agreement of the defaulting contractor.

IX. SECURITY DEPOSIT:

a. On acceptance of the tender, the successful bidder shall be required to furnish the prescribed security deposit within a week from the date of issue of Letter of Intent (LoI) in the manner as mentioned at Clause-7.

b. The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the entire period as is held by the Corporation.

c. In the event of premature termination of the contract as envisaged in Clause-VII, VIII, X & XI, the District Manager, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to the claim for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.

d. The decision of the District Manager in respect of such damage, losses, charges, costs or expenses shall be final and binding on the contractors.

e. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. In the event of that any sum found not sufficient to cover up the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due.

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X. **LIABILITY OF CONTRACTORS FOR LOSSES ETC. SUFFERED BY CORPORATION:**

a. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation for any service under this contract or breach of any term thereof or their failure to carry out the work within time and for all damages or losses occurred to the corporation due to any act whether negligence or otherwise of the contractor himself / herself or his / her employees. The decision of the District Manager regarding such failure of the contractor and his / her liability for the losses, etc. suffered by Corporation shall be final and binding on the contractor.

b. The District Manager shall be at liberty to reimburse himself of any damages, losses, charges, costs or expenses suffered or incurred by him due to contractor's negligence and un-workmanlike performance of service under the contract or breach of any term thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the contractor under this or any other contract with the District Manager as aforesaid, the balance of the total sum claimed and recoverable from the contractor as aforesaid shall be deducted from the security deposit furnished by the contractor as specified in Clause-7. If this sum is also found not to be sufficient to cover the full amount claimed by the District Manager, the contractor shall pay to the District Manager on demand, the remaining balance of the aforesaid sum claimed.

c. All the partners/ all the directors shall be liable jointly and separately for payment of dues of the corporation for transport operations and shall be liable for the working of any partner/ any director/ any family member or their employees as the case may be. During the currency of this contract there shall not make any change in the constitution of the firm/ company/ proprietorship /partnership without prior approval of the Corporation in writing.

XI. **SUMMARY TERMINATION:**

a. In the event of the contractor having been adjudged insolvent or going into liquidation or winding up his / her business or making arrangements with his / her creditors or failing to observe any of the term and condition governing the contract, the District Manager with the approval of the Collector shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the

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contract at the risk and cost of the contractor and to claim from the contractor any resultant loss sustained or costs incurred.

b. The nonperforming /defaulting contractor who has involved in any criminal case amounting to moral turpitude / vigilance case / cases pending or disposed of against the contractor by any quasi judicial forum / is blacklisted by any State or Central Government, by State or Central Agency or Undertaking during contract period, the Agreement executed with the contractor shall be terminated forthwith without prejudice to other rights & remedies or may be suspended/banned from trade relation/black listed for a period up to 5 years based on the gravity of non-performance/default of the contractor, by the Collector whose decision in the matter shall be final and binding.

c. Besides, a contractor, whose transport license is cancelled during the contract period, may be suspended/ banned for trade relation/ blacklisted for a period up to 5 years by the Collector whose decision in the matter shall be final and binding.

d. The District Manager with the approval of the Collector shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith in the event of breach of any of the term and condition of the contract and to get the work done for the unexpired period of the contract, at the risk and cost of the contractor and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the service under the contract.

e. The contractor shall be responsible to supply adequate trucks/carts/any other transport vehicle for transportation & carrying out any other service under the contract in accordance with the instructions issued by the District Manager or an officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of trucks etc. in due time, the District Manager shall, at his sole discretion without terminating the contract be at liberty to engage other trucks etc. at the risk and cost of the contractor, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the District Manager shall be final and binding on the contractor.

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

a. In case the approved Contractor fails to sign the agreement by depositing Security deposit due to any reason, the District Tender Committee shall have right to negotiate with the 2nd lowest bidder for that RRC-Unit combination to operate at the lowest approved rate. In case the 2nd lowest bidder disagrees to operate at the lowest approved rate, fresh tender may be floated for appointment of new Transport Contractor.

b. In case the approved existing Transport Contractor fails to perform during currency of the contract due to any reason, the DLTC shall have right to negotiate with the 2nd lowest bidder qualified in Technical Bid for that for that RRC-Unit combination to operate at the lowest approved rate. In case the 2nd lowest bidder disagrees to operate at the lowest approved rate, fresh tender may be floated for appointment of new Transport Contractor for the unexpired period of contract at the risk and cost of the defaulting contractor which includes but not limited to blacklisting for 05 years.

XIII. **SET OFF:**

Any sum of money due and payable to the contractor (including security deposit returnable) under this contract may be appropriated by the District Manager and set-off against any claim of the District Manager for the payment of any sum of money arising out of or under any other contract made by the contractor with the District Manager.

XIV. **BOOK EXAMINATION:**

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

XV. **VOLUME OF WORK:**

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a. The District Manager does not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. Mere mention of any item of work in this contract & execution of agreement does not by itself confirm a right on the contractor to demand that the work relating to all or any item thereof at the concerned Unit or RRC should necessarily or exclusively be entrusted to him / her.

b. The District Manager with the approval of the Collector shall also have the exclusive right to appoint one or more contractors at any time viz. at the time of award of the contract and / or during the tenure of contract for any or all the services and to divide the work as between such contractors in any manner that the District Manager may decide and no claim shall lie against the District Manager by reason of such division of work.

c. During the period of agreement with the contractor, the District Manager reserves the right to deploy "Mobile Van" of the Corporation to make transport operations to retail centres for transportation of Rice& Wheat stock. The arrangement made by the District Manager is final & binding on the contractor. The contractor will have no claim for any work on this arrangement.

XVI. REMUNERATION:

a. The contractor shall be paid with the remuneration in respect of the services described in the tender and performed by them at the contract rate.

b. The payment shall be made for the transport operation only for net quantity of foodgrains. No payment shall be made for the weight of the containers/bags/packaging material.

c. The rate quoted by the bidder for the transport operation shall include the cost of weighment of empty vehicle and loaded vehicle in a weighbridge located within a radius of 5 Km of RRC. Weighment cost if paid by the Corporation, shall be realised from the dues payable to the contractor.

d. The contractor shall be paid with additional charges for distance (to &fro) covered for weighment of stock in case weighbridge is not available within a radius of 5 Km of RRC at following rate.

i) Weighbridge at a distance beyond 5 Km but within 10Km
Rs.100 per vehicle (4 wheelers)
Rs.200 per vehicle (6 wheelers)

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Rs.300 per vehicle (10 wheelers or more)

ii) Weighbridge at a distance beyond 10 km but within 15 km-Rs.200 per vehicle (4 wheelers)

Rs.400 per vehicle (6 wheelers)

Rs.600 per vehicle (10 wheelers or more).

e. If the contractor is required to perform any service in addition to those specifically provided for in the contract, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed on mutual agreement.

f. The contractor will have the right to represent in writing to the District Manager that a particular service which he / she is being called upon to perform is not covered by any of the service specifically provided for in the contract or as the case may be, is not auxiliary or incidental to such services, provided that such representation in writing is made maximum within 30 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.

g. The question whether a particular service is or is not covered by any of the service specifically described and provided for in the contract, or is not auxiliary or incidental to any of such service, shall be decided by the District Manager, whose decision shall be final and binding on the contractor.

h. The contractor shall have no claim on detention of vehicle both at despatching and receiving point for any reason.

i. Recovery of shortage/ damage/ diversion of foodgrains:

No transit shortage shall be allowed to the contractor during transportation. In case of any shortage of stock / damage of stock/ diversion of stock, in quantity and quality, during transit shall be recovered from the dues of the contractor. The value shall be recovered at the following rate.

a. Rice – At one time economic cost of rice fixed by Govt. of India.

b. Wheat – At ten times of purchase price of wheat from FCI.

XVII. SUBMISSION OF BILLS AND PAYMENT:

a. Payment will be made by the District Manager on submission of bills, in duplicate as per the format and procedure prescribed.

b. The contractor will submit bills on monthly basis by the 15th of succeeding month and not later than end of the succeeding month, failing which penalty shall be imposed at such rate and in such manner as will be decided by the Corporation.

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c. The payment shall normally be made by the District Manager within 30 days of submission of complete set of bills in the format and procedure prescribed.

d. Payment shall be made on realizing the cost of shortage at the rate as specified at Clause-XVI (i).

e. The payment shall be made through PFMS system for which the following details shall be provided by the contractor at the time of signing of the contract: -

1. Cancelled Cheque.
2. PAN Copy.
3. GST registration Certificate.

f. Income Tax (TDS) & taxes under any other Act shall be recovered from the bills of the contractor at the applicable rate.

XVIII. FORCE MAJEURE:

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

XIX. LAWS GOVERNING THE CONTRACT:

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

XX. SERVICES TO BE RENDERED BY THE CONTRACTOR:

a. Transportation of foodgrains from RRC to Retail Centres.

i. (Services at RRC) – Transportation of stock from RRC to retail centres as per the list provided by District Manager or any authorised Officer.

ii. (Services at Retail Centre) – Unloading of stock from the vehicle, weighment of stock by electronic/ manual weighing scale and delivery to retail dealer. The contractor shall arrange required number of labours and weighing scale.

b. The contractor shall transport by trucks, to be arranged for such quantity of foodgrains as may be required from day to day by the District Manager or an Officer acting on his behalf, from RRC to Retail Centres.

c. The contractor shall take care not to mix bags of different kinds of foodgrains, bags containing different qualities of the same foodgrains and bags containing wet/damaged foodgrains sweepings, etc. with bags of sound grains.

d. New RRC may come into operation or new tagging arrangement may be made in

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addition to or in place of the list of RRCs and tagging arrangements indicated at "APPENDIX-I", as per the requirement and/or availability of suitable godowns. The Level-II Transport Contractor shall transport the stock at the approved percentage of rate.

XXI. DUTIES AND RESPONSIBILITIES OF THE TRANSPORT CONTRACTOR:

a. The Transport Contractor is required to keep continuous & close liaison with the In-charge of the RRC, Handling Contractor, Retail Dealer, District Manager and other officials of OSCSC in respect of programme of transportation of stock.

b. The Transport Contractor shall take complete care of the stocks from RRC till it is delivery at Retail Centres.

c. The Transport Contractor shall always be bound to act with reasonable diligence and in a business-like manner and to use such skill as expected of person of ordinary prudence in the conduct of his / her activities.

d. The Transport Contractor shall engage competent and adequate staff to the satisfaction of Corporation for ensuring efficient transport operation in time. He / She shall furnish true, correct and up to date position/information/progress of work statement and accounts.

e. The Transport Contractor shall be responsible for the good conduct of his / her employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of himself / herself, his / her servants or agents or representatives.

f. The District Manager/ In-charge of the RRC or any official acting on their behalf, shall have the right to ask for the removal of any employee of the contractor, who in his opinion, is hampering the smooth execution of the work and his / herdecision regarding losses caused by neglect and misconduct etc; of the contractor, his / her servants or agents or representatives. Such decision shall be final and binding on the contractor.

g. The Transport Contractor shall intimate the In-charge of the RRC, District Manager or other Officers authorized to act on his / her behalf, the name of one or more responsible representative(s) authorized to act on his / her behalf in day to day working of the contract. Such authorised person shall be authorized by the contractor through a "Power of Attorney" in a stamp paper worth Rs.50/- duly registered before competent authority. The contractor shall be liable for all the activities of authorized person. It shall be the duty of those representative(s) to call

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