

NOTICE INVITING TENDER

Office of Managing Director

Odisha State Civil Supplies Corporation Ltd. (OSCSC)

C/2 Nayapalli, Bhubaneswar – 751012, Phone: 91674-2392264

TENDER No.473/MD/P-II/59-2019/PDS Dated: 03.06.2020

Cost of Tender Document: - Rs.5900/- Inclusive of GST for each source – recipient district.

Online tenders are invited from eligible tenderers for selection and appointment of handling & transport contractors for handling & transportation of custom milled rice (CMR) from Sambalpur to Cuttack and Bargarh to Cuttack through Rake in the State of Odisha.

1	Availability of tender documents	From Date 04.06.2020 Downloadable from website: www.oscsc.in , www.foododisha.in & www.tendersodisha.gov.in
2	Date, time and venue for pre-bid conference.	On dt 09.06.2020 at 3.30 PM, OSCSC Conference Hall
3	Last date and time for online submission of completed Tender Documents with enclosures	Through e-Procurement Portal: www.tendersodisha.gov.in Up to 5.00 PM of dt. 25.06.2020
4	Date, time and venue for opening of Technical Bid by the Tender Committee	On dt 26.06.2020 at 3.00 PM, OSCSC Conference Hall
5	Date, time and venue of submission of original documents in support of scanned copies uploaded in the portal for verification	On dt. 26.06.2020 at 4.00 PM OSCSC Conference Hall
6	Date & time of Financial Bid opening by the Tender Committee (Only of Technically Qualified Tenderers)	To be announced after technical bid evaluation.
7	Venue of the opening of Technical & Financial Bids	Conference Hall, Odisha State Civil Supplies Corporation Ltd., C/2, Nayapalli, Bhubaneswar 751012
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 tenderers.
9	Language of the Tender	The tender should be prepared by the tenderer in English language only.
10	Help Desk telephone no	(i) <u>OSCSC Ltd.:-</u> General Manager(PDS) :-9438609747 / 9438200029 OSD(Accts) :- 9438878300 (ii) <u>State Procurement Cell:-0674-2530998 / 18003456765</u>

- 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. Managing Director, OSCSC 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. Please refer to the website www.tendersodisha.gov.in, www.oscsc.in & www.foododisha.in for amendments/cancellations, retender/corrigendum, if any.

Sd/-
Managing Director
OSCSC Ltd., Bhubaneswar

ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED
PLOT NO.C/2, NAYAPALLI, BHUBANESWAR-12

TENDER No.473/MD/P-II/59-2019/PDS Dated: 03.06.2020

TENDER DOCUMENTS

Tender Documents comprising of **73** pages (including annexures and appendices) are issued which is to be submitted online through e-Tender Portal: www.tendersodisha.gov.in.

Cost of Tender Document – Rs.5900/- (Rupees Five Thousand Nine Hundred only) Inclusive of GST (non-refundable) for each source – recipient district.

INVITATION TO TENDER & INSTRUCTION TO TENDERERS
FOR
APPOINTMENT OF HANDLING & TRANSPORT CONTRACTORS FOR HANDLING & TRANSPORTATION OF CUSTOM MILLED RICE (CMR) THROUGH RAKE.

***i.* GENERAL INFORMATION**

Odisha State Civil Supplies Corporation intends to appoint Handling & Transport Contractors for combined operation of transportation and rake loading & unloading of Custom Milled Rice (CMR) at source district and recipient district. The details of source district and recipient district are given below.:

A. PLACES OF OPERATION AND BRIEF DESCRIPTION OF WORK:

i.

Source District	Recipient District
Sambalpur (From RRC at Katapali to Rail Goodshed/Siding, Hirakud)	Cuttack (From Rail Goodshed/Siding, Cuttack or Nirgundi to RRC at Jagatpur)
Bargarh (From RRC at Kendupali, Bargarh to Goodshed/Siding, Bargarh)	Cuttack (From Rail Goodshed/Siding, Cuttack or Nirgundi to RRC at Jagatpur)

N.B. The stock shall be transported from receiving Railhead to all the RRCs of the district basing on the requirement under PDS as would be decided by the District Manager.

- i. The Tenderers must get themselves fully acquainted with the loading, unloading points at Railheads, distance involved from Rice Receiving Centre (RRC) to Railheads and vice-versa of source district & recipient district.
- ii. **The tenderer shall quote the rates for handling & transportation being acquainted with prevailing conditions both at source district as well as recipient district relating to problems and matters such as charges of Trucks Union & Labour Union, internal road conditions, restrictions on plying of heavy vehicles during day time etc. He/she shall consider all those factors & also other incidental factors as may be necessary for quoting his effective rate after due consideration of the present labour charges & fuel rates. He shall quote the COMPOSITE RATE (Rs. Per Qtl.) for a source district to recipient district, as specified in the Financial Bid.**
- iii. **A tenderer may apply for more than one source – recipient district units but he will be selected for only one source – recipient district as will be decided by Corporation**
- iv. The RRC may be an OSCSC godown, hired godown, OSCSC hired godown managed by CWC/OSWC, godown of CWC/OSWC and godown constructed under PEG scheme.

B. BRIEF DESCRIPTION OF WORKS:

The Handling & Transport Contractor has to perform services under the contract have been categorized in two parts which do following operations.

Part – 1 (Service at source district)

Weighment at weighbridge at RRC / nearby place / Rail head, transporting to Railhead, unloading from trucks, dumping at the platform if required, loading into wagons, providing adequate dunnage at each wagon for collection of spillage at platform during loading to wagon, dunnage inside the wagon before loading of stock to collect spillage, watch and ward at rake loading point, if required.

Part – 2 (Service at recipient district)

Unloading from wagons, dunnage at platform, dumping at the platform if required, dunnage at each wagon for collection of spillage at platform during unloading from wagon, filling of spillage watch and ward at rake unloading point, if required, loading to trucks, transporting to RRC point, weighment at weighbridge at RRC / nearby place / Rail head.

C. BIDDING PROCESS:

- i. Potential bidders participating in the final bidding process will be required to submit a detailed **Technical Bid & Financial Bid** in response to the Tender Call Notice.
- ii. **Registration in Portal:** Tenderers 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 Tenderer 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 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 Tenderer 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.

Tenderers 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 be for a 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 tenderer can view or download the tender documents from the website.

- iv. Furnishing scanned copy of all required documents is mandatory along with the tender documents 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 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 tender document and appropriate EMD. The system shall consider only the last bid submitted through the e-Procurement portal.
- vii. In 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 tenderer must submit the following particulars / documents along with the Technical Bid failing which the tender shall be treated as incomplete.
 - (a) Tender document fee of Rs.5900/- (non-refundable) for each source – recipient district combination intending to participate & Earnest Money Deposit of Rs.2,50,000/- for each source – recipient district combination intending to participate in online system only through a process as per works Department office Memorandum vide Letter No.17254 dated 05.12.2017 failing which the

bid shall be rejected (Copy of the Memorandum is attached)failing which the tender shall be rejected.

- (b) The scanned copies of duly filled in annexures along with documents as required thereof shall be uploaded with the tender by the tenderer.
- (c) Scanned copy of the Technical Bid (**in “.pdf” format**) shall be uploaded online within the timeline as set out in the Notice Inviting Tender.

xi. **Contents of Financial Bid:**

- a. The tenderer 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 tenderer 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 tenderer shall result in disqualification of the tenderer.

xii. **Signing of Tender:**

- (a) The prospective tenderer 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 tender at his convenience within the due date and time of submission The tenderer 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 due date of submission. In the Financial Bid the tenderer has to write the figures in the designated cell only. The Tenderers 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 tenderer 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 tenderer shall also ensure payment of Tender document fee and EMD before submission of tender completed in all respects.
- (c) The Tenderer 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 Tenderer 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 tenderer 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 Tenderer 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.
 - (g) Signing of Tender: The Tenderer 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 Tenderer is found to be false/fabricated/bogus subsequently Corporation shall have the right to disqualify me/us without giving any notice or reason with forfeiture of EMD or summarily terminate the contract with forfeiture of Security Deposit, as the case may be, without prejudice to any other rights 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.
- xiii. **Submission of Tender:** For submission of Tenders through the e-Tender Portal, the tenderer shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The tenderer 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 tenderer 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 tenderer 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 tenderer shall result in disqualification of the tenderer. Use of DSC of appropriate class shall effect submission of documents.

- xiv. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- xv. The tenderer needs to upload the required documents, annexures, appendices and technical bid for consideration of his tender.
- xvi. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xvii. Tender documents shall be accompanied with EMD of the required amount in respect of source-recipient district units as indicated in Clause-4. The tenderer shall have to pay an amount of Rs.5900/-for each source- recipient district combination as tender paper cost along with the Tender. Tenderers will be required to pay through on-line mode as mentioned in Clause-B (v) towards Tender Document Fee and EMD.
- xviii. All credentials, documents and copies of certificate / information called for shall be submitted along with the Tender papers.
- xix. **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 tenderer 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.
- xx. Prior to submission of tender, the tenderer 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.

- xxi. **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 tenderer and concerned officers.
- xxii. **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 tenderer 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 tenderer will be removed automatically from the system and the latest tender only will be admitted. But the tenderer 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 tenderer 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. The system shall not allow any withdrawal after expiry of the closure time of the tender.

C. PRE-BID CONFERENCE & CLARIFICATIONS

1. OSCSC shall hold a pre-bid meeting with the prospective bidders on Date 09.06.2020 at 03.30 PM in OSCSC Conference Hall, C/2 Nayapalli, Bhubaneswar..
2. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Managing Director through e-mail (gmpds2013@gmail.com) on or before Date 08.06.2020 at 4.00 PM.
3. 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			

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2			
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4. OSCSC 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.
5. Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum (if any).
 - a. The Nodal Officer notified by OSCSC will endeavor to provide timely response to all queries. However, OSCSC makes neither representation nor warranty as to the completeness or accuracy of any response made in good faith, nor does OSCSC 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, OSCSC 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.
 - b. 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.
 - c. Any such corrigendum/Addendum shall be deemed to be incorporated into this tender.
6. The bidders while submitting the proposal should submit duly signed copy of corrigendum/addendum along with it.
7. In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, OSCSC may, at its discretion, extend the last date for the receipt of tenders.

D. OTHERS:

The contract eventuating 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.

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

- i. The tenderer must furnish full, precise, correct and accurate details in respect of information asked for in the tender documents.

- ii.* **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 should be disclosed and the tender paper shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. 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 is empowered to do so on behalf of the 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 and uploaded.

The persons signing the tender form or any document forming part of the tender, on behalf of another or on behalf of a firm, shall be responsible to produce a **Registered “Power of Attorney”** duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person, so signing the tender, fails to produce the said registered Power of Attorney or produce false documents, his tender papers shall be liable for rejection, without prejudice to any other rights of the Corporation, under the Law and EMD paid by him/her will be forfeited.

The Power of Attorney shall be executed 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 signature can bind the company in the case of a limited company and shall be jointly & severally responsible for any loss to the Corporation.

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

However, a sole proprietor of a proprietorship firm who himself/herself signs the tender paper need not furnish any Power of Attorney.

- iii.* **Tender not accompanied with, all the Schedules/ Annexures intact and duly filled in and signed shall be liable for rejection.**

2. PREREQUISITES FOR TENDER (QUALIFICATION CONDITIONS):

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

- i. The tenderer shall furnish certificate from any Nationalised or Scheduled Bank indicating his/her financial capability for an amount not less than Rs.1.00 crore. The tenderers are to furnish financial capability certificate issued not prior to 03 months from publication of tender as per the sample format enclosed at ***Annexure-2***.
- ii. The tenderer shall have experience in either Rake Handling or Transportation of foodgrains / Fertilizer / Cement / Sugar / Coarse grains / any other commodity or both having at least turnover of Rs.2.00 crores in last three financial years i.e. for 2016-17, 2017-18 & 2018-19 in any State/Central Government PSU, State/Central Government Agencies or State Government/Central Government.
(Turnover shall be calculated in toto for the said three financial years).
The tenderers shall furnish experience certificate in the sample format enclosed at ***Annexure-3*** from the concerned organisation.
- iii. 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 successful tenderer at the time of execution of agreement.
In such case, the tenderer shall **upload an undertaking** along with the tender documents to the effect that *“in lieu of experience certificate s/he 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 Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar at the time of execution of agreement for the entire agreement period or any such period as will be decided by the Corporation”*.
- iv. 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.

- v. The tenderer shall furnish an affidavit in the prescribed format (enclosed at **Annexure-5**) declaring that there is no common commercial interest of his 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.
- vi. 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.
- vii. The tenderer shall enclose statement from his banker for his financial transactions of last three months preceding to the publication of Tender Call Notice.
- viii. The tenderer shall furnish latest Income tax return for the Assessment Year 2019-20 (Financial Year 2018-19) and copy of PAN Card.
- ix. The tenderer shall furnish copies of duly audited Balance Sheet, P & L Account of the financial year 2016-17, 2017-18 & 2018-19.
- x. 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).
- xi. The tenderer shall have minimum 5 (five) number of heavy 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-6).
- xii. 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 license or renewal license under Odisha Shops & Commercial Establishments Act, 1961 if law permits.

& the Labour License under the provisions of:

“The Contract Labour (Regulation & Abolition) Act, 1970”

& EPF Registration Certificate.

***ii.* DISQUALIFICATION CONDITIONS:**

- i. **No person shall be appointed as a H & T Contractor under this tender process, if s/he or any of her/ his family members has a commercial interest**

in a business relating to custom milling of rice for OSCSC under DCP scheme of Govt. of India for any source and/or recipient district for which s/he intends to apply under this tender.

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

- ii) Tenderers who have been blacklisted/debarred by any 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.
- iii) Any tenderer whose Earnest Money Deposit (EMD) has been forfeited by the Corporation or any State/Central Government PSU, State/ Central Government Agencies during the last 5 years will be ineligible.
- iv) If the proprietor/any of the partners of the tenderer firm/any of the Director of the tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible.
- v) While considering ineligibility arising out of any of the above 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.
- vi) 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. Unsuccessful operation shall mean failure to transport and deliver any consignment or failure to discharge any assigned work by the Corporation.
- vii) A person will not be eligible for selection as transport contractor if he has been penalized in last 05 years by OSCSC Head Office or by District Manager or any public sector undertaking or Central Govt Agencies or State Govt or Central Govt for any violation in the terms and contract, for inordinate delay in delivery of stock.
- viii) **Failure to submit any document prescribed in the tender shall result in rejection of tender.**

4. EARNEST MONEY DEPOSIT (EMD):

- i. Each tender must be accompanied by an EMD of **Rs.2,50,000/-** (Rupees Two lakhs Fifty Thousand) for each source-recipient district combination, through online system only. Tender Papers not accompanied by the required EMD shall summarily be rejected.
- ii. 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 will also be debarred from participating in any tender with the Corporation for a period of **five years**.
- iii. Earnest money shall be forfeited in the event of the tenderer's failure (after the acceptance of his tender) to furnish the requisite security deposit by the due date to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.
- iv. The earnest money shall be refunded to all bidders after the end of the bidding process and award of the contract to successful bidders. No interest shall be payable on the amount of earnest money, under any circumstances.

5. SECURITY DEPOSIT:

- i. The successful tenderers shall furnish security deposit within a week issue of Letter of Intent (LoI) as mentioned against each Source-Recipient district unit in the statement enclosed at **Appendix-I** in following manner.
 - a) **5%**of the estimated value of the contract, in form of crossed **Demand Draft** issued by any Nationalised Bank/ Scheduled Bank and drawn in favour of/ pledged to Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar, payable at Bhubaneswar.
 - b) **10%**of the estimated value of the contract in form of an irrevocable and unconditional **Bank Guarantee** issued from any Nationalised/Scheduled Bank issued in favour of the Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar which shall be enforceable till six months after the expiry of the contract period.

- ii. Keeping in view of the actual transportation of stock of CMR from source district to recipient district, the security deposit may be suitably enhanced or reduced during the period of contract only at the discretion of the Corporation. However, under no circumstances the selected contractor shall have the right to claim for such enhancement or reduction in security deposit of his own or other contractor. The decision of the OSCSC in this matter shall be final & binding on the selected H & T Contractor.
- iii. 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.
- iv. 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.

6. REQUIREMENT OF VEHICLES:

- i. The tenderer shall work out the requirement of trucks, depending upon volume of work / specified RRC, free time allowed by Railway for loading / unloading, the distance to transport the stock from RRC to rail head & vice-versa.
- ii. The tenderer shall have minimum 5 (five) number of heavy vehicles with capacity to carry foodgrains of quantity to the tune of 9 M.T. or more at a time.
- iii. The heavy vehicle like tipper shall not be considered as a vehicle carrying foodgrains for the purpose of this tender.
- iv. In case of sole proprietorship, the vehicles must have been registered the name of the tenderer.
- v. In case of partnership firm, the vehicles must have been registered in the name of any of the partner. 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 the OSCSC without any objection.
- vi. In case of company, the vehicles must have been registered in the name of the company and/or in the name of any of the Director(s). An affidavit of the Director(s) who is registered owner of the vehicle has to be furnished about use of such vehicles by the company for transportation operations of OSCSC without any objection.

7. OPENING OF TENDERS:

- i. The tender shall be opened in the Conference Hall of OSCSC Ltd. C/2, Nayapalli, Bhubaneswar- 12 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 tenderers who participated in the online tendering can witness opening of the tender from any system remotely logging on to the portal with the DSC. Tenderers are not required to be present during the tender opening to witness the process. But the tenderer 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 tenderer.
- iii. If the opening date happens to be holiday the tender shall open on the next working day at the same time following the holiday.
- iv. The Technical evaluation of all the tenders will be taken up as per the information furnished by the Tenderer. But evaluation of the tender does not exonerate the tenderers from checking their original documents and if at a later date the tenderer is found to have misled the evaluation through wrong information, action shall be taken against the tenderer.
- v. After technical evaluation of the tender and selection of the technically qualified Tenderers, the financial bids of the technically qualified tenderers only shall be opened (online) on the due date and time of opening to be notified after technical bid evaluation.

8. 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 – 1 (D) 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:** 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 tenderers will be opened and the L₁ tenderer will be the preferred tenderer.

9. QUOTING OF RATES:

- i. The tenderer shall quote consolidated rate in Rupees Per Qtl. inclusive of all taxes, duties, cess etc. confirming that no other charges would be payable to him/her.
- ii. Quoting of lowest rate does not confer any right for selection of Transport Contractor at the rate quoted. Corporation reserves the right to negotiate with the Tenderers to select Transport Contractor at a suitable rate.
- iii. Quoting of same rates (L₁ only) 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 a transparent **lottery system** where all bidders will remain present.

10. 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, if any, form on the part or on behalf of the tenderer shall also make his tender liable for rejection.

11. INTERVIEWS AND ACCEPTANCE OF TENDER:

- i. The tenderers are required to proceed to office of Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar at their own expenses and without any obligation, if called upon to do so, by the Managing Director, OSCSC Ltd. (or any Officer authorized to act on his behalf).
- ii. The Managing Director, OSCSC Ltd, Bhubaneswar for and on behalf of the OSCSC Ltd. reserves the right to reject any or all tenders without assigning any reason there of and does not bind himself to accept the lowest or any tender. He also reserves the right to accept the tender for any or all the offers.
- iii. The successful tenderer shall be advised of the acceptance of his tender by a letter / fax / e-mail. Where acceptance is communicated by fax / e-mail the same shall have to be acted upon immediately, without waiting for the post copy in confirmation.

12. EXECUTION OF AGREEMENT:

- i. The successful tenderer shall enter into an agreement with the Corporation in the prescribed format. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value. Execution of agreement shall be made on furnishing of required security deposit & two self-attested passport size photograph within the stipulated time mentioned in Letter of Intent (LoI).
 - ii. **The Agreement shall be executed within 07 (seven) days of the acceptance of tender or any such extended time, if any duly extended by the Corporation failing which the EMD of the tenderer shall stand forfeited.**
 - iii. **All the instructions to tenderers, terms and conditions governing contract along with its annexures & appendixes shall form part of the Agreement and any violation of the provisions prescribed here under shall be construed as violation of the agreement.**
- 13.** In case of any clear indication of cartelization, the Corporation shall reject the tender(s) and forfeit the EMD.
- 14.** 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, Corporation 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 and as per Clause- C (xii) (g) of the tender documents.

Managing Director

OSCSC, Bhubaneswar

PART-I

DETAILED TERMS AND CONDITIONS GOVERNING CONTRACT FOR HANDLING & TRANSPORTATION OF CUSTOM MILLED RICE (CMR)

TECHNICAL BID

Odisha State Civil Supplies Corporation Ltd. [hereinafter referred as OSCSC] intends to appoint Handling & Transport Contractors for Transportation of CMR through Rake in the State of Odisha from source districts to recipient districts.

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 annexure and schedules, acceptance of tender 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 including their heirs, executors, administrators, successors and their permitted assigns, as the case may be;
- c. The terms '**Corporation**' & '**OSCSC**' shall mean the Odisha State Civil Supplies Corporation Limited established under Indian companies Act 1956 and shall include its Managing Director and his/her successor or successors and assigns.
- d. The term '**Managing Director**' shall mean the Managing Director of the Corporation or any Authorized Officer to act on his/her behalf for a specific work.
- e. The term "**Govt.**" shall mean Govt. in Food Supplies & Consumer Welfare Department of Govt. of Odisha, Bhubaneswar.
- f. The term '**District Manager**' shall mean the District Managers of the OSCSC working in Revenue Districts.
- g. The term '**RRC**' shall mean the godowns owned/hired for storing of foodgrains (CMR). This shall include Corporation godown, hired godown, hired godown managed by CWC/OSWC & godowns constructed under PEG scheme.
- h. The term '**Custom Milled Rice**' (CMR) shall mean and include the rice packed by custom miller in 50 kg. jute gunny bags after milling of the paddy received from the Corporation.

- i. The term '**Handling &Transport Contractor/ H & T Contractor**' shall mean & include a contractor appointed by the OSCSC for transportation of CMR through rake movement.
- j. The term '**Weighment**' shall mean weighment of Rice with gunny bags.
- k. The term '**Transit**' shall mean the entire movement of stock starts from loading of CMR at RRCs to H & T Contractor's vehicle to Railway siding and loading into the railway wagon in source district; carriage of stock through rail, unloading from wagon, loading to H & T Contractors vehicle at railway siding and unloading at RRC point in receiving district.
- l. The term '**Non performing / Defaulting Contractor**' shall mean a contractor who fails to discharge his/her legitimate obligation / duty / responsibility as per terms of agreement.
- m. 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.
- n. The term '**Commercial Interest**' shall mean a business, partnership or company for the operation as Custom Miller for OSCSC Ltd. for the source &/or recipient district for which one intends to apply under this tender.

II. PARTIES TO THE CONTRACT:

- a. The Parties to the contract are the H & T Contractor and the OSCSC, represented by its Managing Director / or any other Officer authorized and acting on his behalf.
- b. The person signing, the tender or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, on enquiry, it is found that the person concerned has no such authority, the OSCSC, represented through the Managing Director, 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 may be given / taken by the Managing Director or any other Officer so authorized and acting on his behalf.

III. CONSTITUTION OF CONTACTOR:

- a. H & T Contractor shall, at the time of submission of tender, declare whether s/he/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 Corporation shall be entitled to place the contract elsewhere on the contractors account and at their 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:

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

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

VI. LIABILITY FOR PERSONNEL:

- a. All persons employed by the contractors shall be treated as their 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; Contract Labour (Regulation & Abolition) Act 1970; 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 Corporation 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 in consequence of any accident or injury sustained by any workmen 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/labourers employed by him. The contractor shall recover the 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 Corporation makes such contributions on behalf of the contractor, the OSCSC shall be entitled to set off against the amount due to the contractor, 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.

The Contractor shall maintain prescribed records under PF Act 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 Fund Commissioner and to the Managing Director, OSCSC, Bhubaneswar or any Officer authorized by him or acting on his behalf.

- c. In complying with the said enactments or any amendments thereof, the contractor shall also comply with or cause to be complied with the 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 unauthorized made, maintenance of wage book or 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 shall pay the following to them: -

i) Payment of Wages to Workers: -

The contractors shall pay not less than minimum wages as prescribed by the Govt. in Labour Department from time to time to the workers engaged by them 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 rates notified by appropriate authority at the time of inviting tenders for the work. Where such wages have not been so notified by the appropriate authority, the wages prescribed by the Managing Director, as minimum wage shall be made applicable. 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.

ii) Weekly off: -

The contractors shall allow to the workers directly or indirectly employed in the work one-day weekly day of rest after six days' continuous work and pay wages as prescribed by the State Govt. in Labour Department.

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.

- 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 Managing Director 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 or their wages

which are not justified or contrary of the regulations/enactments mentioned in Clause VI (a) and VI (b).

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:

The contract shall remain in force for a period **from the date of execution of agreement up to 31stMarch'2021** or such later date as may be decided solely by the Managing Director but the Managing Director at his sole discretion, reserves the right:

- 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;**
- ii. To terminate the contact at any time during its currency without assigning any reasons therefore 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 tenderer 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-5 (i).
- 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. The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by

the contractor under the terms & conditions of the contract/agreement and on submission of a "No Demand Certificate", subject to such deduction from, the security as may be necessary for making good of the Corporation's claims against the contractor.

- d. In the event of premature termination of the contract as envisaged in Clause-VII, VIII, X & XI, the Managing Director, 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.
- e. The decision of the Managing Director in respect of such damage, losses, charges, costs or expenses shall be final and binding on the contractors.
- f. 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.
- g. Whenever the security deposit falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.
- h. In the event of the Tenderer failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date, his Contract shall summarily be terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of five years. After the completion of prescribed period of five years, the party may be allowed to participate in the future tenders provided all the recoveries/ dues have been effected by the Corporation and there is no dispute pending with the contractor/party.

X. LIABILITY OF CONTRACTORS FOR LOSSES SUFFERED BY CORPORATION:

- a. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation for any services under this contract or breach of any terms thereof or their failure to carry out the work within time and for all damages or losses that may cause to the corporation due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the Managing Director regarding such failure of the contractor and their liability for the losses, etc. suffered by Corporation shall be final and binding on the contractor.
- b. The Corporation shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by them due to contractor's negligence and poor workmanship in service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the contractors under this or any other contract with the Corporation as aforesaid, the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in Clause-IX. If this sum is also found not to be sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation on demand, the remaining balance of the aforesaid sum claimed.
- c. **Liquidated Damage for Delay:** In the event of default on the part of the contractor in providing labour, sufficient trucks etc. and / or in providing any of the services mentioned in this document efficiently and to the entire satisfaction of the Managing Director or any Officer acting on his behalf, and within the stipulated time without any reasonable justification for such delay, the Managing Director shall, without prejudice to other rights and remedies under this agreement, have the right to levy Liquidated Damages from the contractor for each day delay a sum of Rs.100.00 (Rupees Hundred) per day per quintal or part of a day of the default or as the Managing Director in his absolute discretion may determine, subject to the total liquidated damages during the currency of the contract not exceeding 50% of the Value of Contract. The decision of the Managing Director in the matters whether the contractor has committed such default or failed to perform any of such services efficiently and is liable to pay any liquated damages and as to the quantum of such liquidated damages shall be final and binding on the contractor.

The maximum number of days for which liquidated damage shall be levied will be determined by the Managing Director.

- d. **Liquidated Damage for Loss**: Without prejudice to the rights of the Corporation under Sub-clause (a) of this Clause, it is a further condition of the Contract that in respect of any shortage, wastage, loss or damages to the goods in transit, the Contractor is liable to pay to the Corporation Liquidated Damages at twice the average acquisition cost subject to the provisions in clause-XVIII (b).

XI. SUMMARY TERMINATION:

- a. In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the terms and conditions governing the contract, the Managing Director 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 contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or costs incurred.
- b. **The nonperforming /defaulting contractor 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 Managing Director of the OSCSC, whose decision in the matter shall be final and binding.**
- c. **The Managing Director 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 terms and conditions of the contract and to get the work done for the unexpired period of the contract, at the risk and cost of the contractors and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or poor workmanship in any of the services under the contract.**
- d. The contractor shall be responsible to supply trucks or any other transport vehicle for transport & carrying out any other services under the contract in accordance with the instructions issued by the Managing Director or any Officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of trucks in due time, the Managing Director shall, at his sole discretion without terminating the contract be at liberty to engage other trucks etc. at the risk

and cost of the contractors, 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 Managing Director shall be final and binding on the contractor.

- e. **The Corporation reserves the right to call for report from the concerned Collector/District Manager on antecedent & unusual working of the H & T Contractor during currency of contract with OSCSC or with any other State/Central Government PSU, State/ Central Government Agencies. If any adverse report is received from the concerned authorities, the agreement with the Contractor shall be reviewed for cancellation or otherwise solely at discretion of the Corporation. The contractor shall be duty bound to accept the decision of the Corporation in such event & shall not be entitled to claim any cost for premature terminations.**

XII. ENGAGEMENT OF NEW H & T CONTRACTOR ON FAILURE OF OPERATIONS BY THE EXISTING H & T CONTRACTOR:

- a. In case the approved H & T Contractor fails to sign the agreement by depositing Security deposit or fails to perform during currency of the contract due to any reason, the Corporation shall have right to negotiate with the 2nd lowest tenderer qualified in Technical Bid for that Source-Recipient district unit to operate at the lowest approved rate. In case the 2nd lowest tenderer disagrees to operate at the lowest approved rate, similar exercise to be made with the 3rd lowest tenderer qualified in the Technical Bid and so on till all the tenderers qualified in the Technical Bid are negotiated to undertake the work at the lowest approved rate.
- b. In case no tenderer agrees to undertake the work at the lowest approved rate on exercising the option as detailed above, negotiation to be made with all the tenderers qualified in the Technical Bids of all Source-Recipient district units or with the existing Transport Contractors to undertake the work at the lowest approved rate.
- c. In case no tenderer/contractor agrees to undertake the work at the lowest approved rate on exercising both the options as detailed above, rates shall be invited from all the tenderers qualified in the Technical Bids for all Source-Recipient district units and existing Transport Contractors in sealed covers. Then selection shall be made at a negotiated rate keeping in view the prevailing labour

rates in the district and in the financial interest of the Corporation at the risk and cost of the defaulting contractor.

- d. In case no H & T Contractor gets appointed on exercising all the options as detailed above, the Corporation shall go for a fresh tender for appointment of new H & T Contractor for the unexpired period of contract at the risk and cost of the defaulting contractor.

XIII. SET OFF:

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

XIV. BOOK EXAMINATION:

The contractor shall, whenever required, produce or cause to be produced, for examination by the Managing Director 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 Managing Director on the question of relevancy of any documents information or return shall be final and binding on the contractor. The contractor shall produce the required documents information and returns at such time and place as may be directed by the Managing Director / District Manager or any Officer acting on his behalf.

XV. VOLUME OF WORK:

- a. Subject as hereinafter mentioned, the Corporation does not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confer a right on the contractor to demand that the work relating to all or any item thereof at the concerned specified depot should necessarily or exclusively be entrusted to him.
- b. **The Corporation 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 mentioned hereunder and to**

divide the work in between such contractors in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.

- c. The Corporation shall also have the right to appoint H & T Contractor(s) from among the selected H & T Contractor(s) for a district unit on negotiation, where no H & T Contractor(s) was selected for transportation of rice in the tender process.

XVI. REMUNERATION:

- a. The contractor shall be paid the remunerations in respect of the services described in the Tender and performed by them at the contract rate on submission of bills.
- b. The payment shall be made only for net quantity of CMR in gunny bags delivered at the RRCs of recipient district. No payment shall be made on the weight of gunny bags used as container of CMR.**
- c. 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.
- d. The Contractor will have the right to represent in writing to the Managing Director that a particular service which they are being called upon to perform is not covered by any of the services specifically provided for in the contract or as the case may be, is not auxiliary or incidental to such services. Provided that such representation in writing 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 denied.
- e. The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract or is not auxiliary or incidental to any of such services, shall be decided by the Managing Director, whose decision shall be final and binding on the contractor(s).

XVII. WEIGHMENT:

- a. The weighment shall be made at RRCs/ at any nearby weighbridge point where the RRC has no weighbridge facility/ at Rail head. The remuneration for this service shall be deemed to be included in the quoted rate being acquainted beforehand with the place of weighment for the source & recipient RRC.
- b. In case of non-availability of weighbridge at RRC or at any nearby place, the remuneration for weighment of stock shall be deemed to be included in the quoted rate, which includes placing of packets, wherever necessary, near the scale either

before or after weighment, carrying out the weighment by placing the packets on the scale and removing the packets from the scale. Weighment of CMR, as described above, shall be done in conjunction with any other service like receipt, dispatch, delivery etc. either at RRC or anywhere else as directed by the District Manager or an Officer acting on his behalf.

XVIII. TRANSIT SHORTAGE:

- a. The quantity of stock of rice delivered on weighment to the H & T Contractor at source RRC and quantity of rice delivered on weighment by the H & T Contractor at recipient RRC shall determine shortage of stock, if any.
- b. Actual transit shortage up to 0.35% shall be allowed to the contractor subject to certification from recipient district committee headed by the District Manager, OSCSC. Based on the certificate of the committee, the claim of transit loss shall be finalized by the Managing Director.
- c. The value of the stock beyond the admissible shortage as detailed above shall be realized from the contractor at the economic cost as fixed by the Govt. of India for the KMS.
- d. In case CMR of more than one KMS is transported in one rake, then the cost shall be realized at the rate of the current KMS, during which such transportation is made.

XIX. INSURANCE COVERAGE OF STOCK:

- a. The H & T Contractor shall take transit insurance policy, covering all risks during transit of stock from RRC of the source district to RRC of recipient district through rail & road movement. The Insurance Policy shall have endorsements in favour of Managing Director, OSCSC & the premium shall be borne by the H & T contractor. The applicable charges for the same shall be deemed to be included in the quoted rate.
- b. The liability of the H & T Contractor for shortage beyond 0.35% shall not cease even if the stock is insured.
- c. Insurance claim, if any, shall be settled by the Insurance Company in favour of Corporation shall be passed on to the H & T Contractor after recovering the loss incurred by Corporation. It is the responsibility of the H & T Contractor to prefer the claim, produce required documents as may be required by the Insurance Company within the specified time as allowed by the Insurance Company. Any loss, if not

recouped by Insurance Company due to default of H & T Contractor the same shall be recovered from his final bills or from the contractor as an arrear due.

XX. DEPLOYMENT OF TALLY CLERKS:

The H & T Contractor shall have to deploy tally clerks at their own cost for maintenance of stock account as per requirement. The remuneration for the same shall be deemed to be included in the quoted rate and no liability whatsoever, would accrue to OSCSC on account of them working for H & T Contractor.

XXI. PAYMENT:

- a. Payment will be made by the Corporation on submission of bills, in triplicate duly supported by consignee receipts/or work certificate issued by the District Manager or an Officer acting on his behalf, as the case may be. **The work certificate shall have the detail of CMR in bags and quintals delivered to the contractor for rake loading by source district and CMR received at the RRC in the recipient district.**
- b. The contractor shall submit all their claim bills not later than two months from the date of expiry of the contract so that the refund of the security deposit may be speeded up. In order to facilitate fast disposal of bills, the contractors are advised to submit their bills fortnightly.
- c. The payment shall normally be made by the Corporation within 30 days of submission of complete set of bills. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- d. The payment shall be made through PFMS system for which the following details shall be provided by the contractors at the time of signing of the contract: -
 - (1) Cancelled Cheque.
 - (2) PAN Copy.

XXII. FORCE MAJEURE:

The contractor will not be responsible for delays which may arise on account of reasons beyond his control of which the Managing Director 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.

XXIII. LAWS GOVERNING THE CONTRACT:

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

XXIV. SERVICES TO BE RENDERED BY THE CONTRACTOR:

The Contractor shall be responsible for the safety of the goods from the time transit begins till unloaded at RRCs of recipient destination districts as specified in the Contract or as directed by Managing Director or any other officer acting on his behalf. The contractor shall provide all safety measures for the stock during transit so as to avoid loss of grain, etc and shall be liable to make good the value of any loss, shortage or damage during transit subject to the provisions of XVIII (b). The weight of the bags of foodgrains shall be worked out on the basis of cent percent weighment. The authorised representative of the Contractor shall accompany entire transit period i.e. from the time the transit of foodgrains begins till unloading of stocks at RRCs of recipient destination districts. The decision of the Managing Director regarding the liability of the H & T Contractor for the losses, etc. suffered by Corporation shall be final and binding on the contractor

PART – I FOR STOCKS LOADED AT SOURCE DISTRICT

- a. Proper weighment and documentation, transportation of the stock to the rake loading point.
- b. Loading of stock in the rake on proper dunnage in each wagon.
- c. Arrange and place required number of trucks for such quantity of foodgrains, as may be required on ascertaining from the Managing Director/ District Manager or an Officer acting on his behalf, for rake loading and unloading as the case may be.
- d. Provide adequate dunnage at the RRCs for loading of stock to the vehicle and at the rake loading place.
- e. Collect the spillage, clean the same, if required, and fill in the bag and carry the stock along with other stock.
- f. Dumping at railway shed, if required, arrange adequate dunnage, ensure safe storage, watch and ward till stock is loaded to the wagon.
- g. **Loading of stock shall be completed within the free time allowed by the railway authority. Payment of demurrage, if any, for loading beyond free time shall be borne by the contractor.**

- h. The contractor shall submit the details of stock loaded in each wagon in shape of bag and quintal to the District Manager of source and recipient district.

PART – II FOR STOCKS UNLOADED AT RECIPIENT DISTRICT

- i. Unload the CMR from the rake, transport to RRC point & weighment of stock.
- j. Provide adequate dunnage at the rake unloading place during unloading of stock.
- k. Collect the spillage, clean the same, if required, and fill it in the bag and carry the stock along with other stock.
- l. Dumping at railway shed, if required, arrange adequate dunnage, ensure safe storage, watch and ward till stock is unloaded from the wagons.
- m. **Unloading of stock shall be completed within the free time allowed by the railway authority. Payment of demurrage, if any, for un-loading beyond free time shall be borne by the contractor.**
- n. Besides, the Contractor shall take care not to mix bags of different kinds of foodgrain bags containing different qualities of the same foodgrains and bags containing wet/ damaged foodgrains sweepings, etc., with bags of sound grains etc.

PART – III OTHER SERVICES

o. LOADING OF OPEN WAGONS:

The contractor shall load or unload open Railway wagons, wherever necessary. In addition to the normal duties and responsibilities attached to the service of loading/unloading covered wagons, the contractor shall also perform all other Auxiliary services incidental to handling of open wagons.

p. LOADING OF BOX WAGONS:

The contractor shall load/unload Box Type (Open) wagons wherever necessary. In addition to the normal duties and responsibilities attached to the service of loading/unloading the covered wagons, the contractor shall perform all other auxiliary services incidental to the handling of box type wagons.

q. SUPPLY OF TRUCKS FOR WARAFERI WITH TWO WARNERS:

The Contractor shall, whenever required by the Managing Director or an officer acting on his behalf, supply one or more trucks for waraferi with two warners for full Day or half day for miscellaneous transport operations. The charges for supply of trucks shall be deemed to include the charges for the supply of two warner and no separate remuneration shall be paid thereof.

r. SUPPLY OF CASUAL LABOUR:

The contractor shall provide such number of casual labours whenever asked to do so at short notice during day or night by Managing Director or an officer acting on his behalf. The payment of casual labour wage shall not be less than the minimum statutory rates fixed by the appropriate authority. The labour so supplied can be asked to do fumigation/brushing/dusting/spraying or pumping cyanog as with foot pumps wherever necessary. The contractor shall be responsible to comply with the provisions of different labour laws as would be applicable at the relevant point of time.

- s. The contractor shall be in readiness to arrange handling operation at short-notice and he / she shall be bound to comply with such requisitions.

XXV. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- a. The contractor shall always be bound to act with reasonable diligence and in a business like manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.
- b. The contractor shall engage competent and adequate staff & labour to the satisfaction of Corporation for ensuring efficient transport of CMR and furnishing correct and up to date position/information/progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The District Manager/ RRC In-charge/ Manager shall have the right to ask for the removal of any employee of the contractors, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct, etc; of the contractor, their servants or agents or representatives shall be final and binding on the contractor.
- c. The contractor shall intimate the RRC-in-charge, District Manager or other Officers authorised to act on his behalf, the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the contract. It shall be the duty of those representative(s) to call at the office of the Godown Manager/RRC-in-charge or an Officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about the programme of arrivals and dispatches to various recipients and other godown activities and to report the progress of transport work and generally to take instructions in the

matter.

- d. The contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the CMR Packets during loading / unloading from the trucks/ carts/wagons/ any other transport vehicle at the Railhead / RRCs or any other loading / unloading point. The contractor shall be liable for any loss which the Corporation may suffer from any loss in quantity and quality of stock transported by him. The decision of the Managing Director on such loss shall be final and binding on the contractor.
- e. The contractors shall be responsible for the safety of the CMR while in transit. They shall also exercise adequate care and take precautions to ensure that the CMR is not damaged while in transit. They shall deliver the equal quantity of CMR as received by them before transportation subject to provision mentioned in the Clause No.XVIII (b). They shall be liable to make good the value of any shortage, wastage, losses or damage to the CMR in transit as prescribed by the OSCSC. Such reimbursement does not preclude the Managing Director of OSCSC Ltd to impose any additional penalty as prescribed in the forgoing provisions.
- f. The contractor shall provide sufficient number of tarpaulins for each truck/cart/ wagon to cover the CMR during transportation to protect those from rains and other natural happenings including natural calamities. He shall be responsible for any loss that may arise due to his failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the Managing Director in this matter shall be final and binding on the contractor.
- g. The contractor shall provide his own planks and supporting bags to serve as ladders for the purpose of loading/unloading into/from trucks/carts/wagons. No filled bags (with grains etc.) shall be used in the operation.
- h. The contractor shall ensure that their workers do not use large hooks for handling CMR Packets at any stage. The contractor shall be liable to make good to Corporation, if any losses caused by the use of hooks. The decision of the Managing Director on such losses shall be final & binding.
- i. **Railway receipt and delivery of consignment:** The contractor shall obtain from the RRC In-charge or an Officer acting on his behalf, particulars of consignments expected to be received and / or proposed to be despatching from/ at RRCs/ railheads as the case may be. In case of recipient of foodgrains etc. the contractor

shall collect the relevant Railway receipts and arrange to take delivery of consignments within the free time allowed by the Railway. If the Railways receipts for a particular consignment is not available, the contractor shall take delivery or arrange dispatch of consignment of foodgrains etc, at short notice and they shall be bound to comply with such request/s.

- j. **Railway freight:** If any consignment received has been booked on “freight to pay” basis the contractors shall pay freight by means of firm’s Credit-Note which they shall obtain from the District Manager, source district / RRC In-charge or any Officer acting on his behalf. But if for any reason (s) these are not issued, the contractor shall themselves pay the freight in the first instance and then get reimbursed the same by submitting a stamped and pre-receipted bill supported by vouchers.
- k. **Wagon seal:** The contractor shall ensure sealing of wagons after loading of CMR at the dispatching rail head. He shall also ensure before the commencement of unloading of each wagon that the wagon seals are intact and if any wagon seal is found to be tampered with, they shall bring the matter to the notice of the Railway authorities and delivery of such consignment shall be taken in the presence of the Railway representative. The contractor shall promptly report it in writing to the District Manager, recipient district / RRC In-charge or any Officer acting on his behalf.
- l. **Maintenance of records:** The contractor shall keep a complete and accurate record / account of number of bags unloaded from each wagon and in the event of any shortage being noticed, shall bring in writing such shortage promptly to the notice of the District Manager, recipient district / RRC In-charge or an Officer acting on his behalf and the Railway authorities concerned. They shall keep aside any stocks of damaged bags received in the wagons and after ascertaining the loss by weighment, report to the fact to the concerned authorities viz, the District Manager, recipient district / RRC In-charge or any Officer acting on his behalf and the Railways.
- m. **Cleaning of wagon:** The contractor shall as and when required, be also responsible for the cleaning of the interior of any type of wagon prior to loading to the satisfaction of the Officer (s) supervising loading / dispatches. The remuneration for loading the wagons shall be deemed to include the remuneration for such routine cleaning of wagons, as and when, to the extent found necessary.

- n. **Hand shunting of wagon:** The contractor shall, as and when required, be responsible for hand shunting of wagons to/from loading / unloading points. The remuneration for loading / unloading of wagons shall be deemed to include the remuneration for such hand shunting of wagons and to the extent found necessary.
- o. **Sealing of wagon door:** The contractor shall as and when required, be also responsible for riveting and sealing of the doors of the wagons at the time of dispatch or removing rivets or seals at the time of receipt.
- p. **Railway receipt:** The contractor shall obtain clear RAILWAY RECEIPTS (R.R) in respect of consignment booked by them. If the contractors find any difficulty in getting clear R.R in respect of consignment packed in new bags, they shall take up the matter with the Railway Authority. If in any case the Railway Authority refuses to issue clear Railway receipts, the contractor shall bring the matter in writing to the notice of the District Manager, source district / RRC In-charge or any Officer acting on his behalf. Copies of all correspondence in the matter shall be sent by the Contractor to the Managing Director / District Manager / RRC In-charge and / or to the Officer acting on his behalf. The Contractor shall obtain Railway receipts expeditiously from the Railway and immediately submit the same to the District Manager / RRC In-charge / or an Officer acting on his behalf.
- q. **Labels on the wagon:** The Contractor shall also be responsible (as and when required) to put 6 labels each of the size "6 x 9" bearing the name of the destination in each wagon at the time of dispatch.
- r. **Re-bagging of stock:** The Contractor shall provide adequate number of stitches and sweepers at their own cost at all loading / unloading and other operational points to carry out minor repairs to leaking bags with twine. The twine provided shall be three ply doubled up.
- s. **Collection of spillage and bagging thereof:** The Contractor shall collect all sweepings and spillage of foodgrains from wagons floors, loading / unloading points and fill them after cleaning if necessary, in slack bag or in other empty bags supplied by Corporation and firmly stitch them with at least 16 stitches. The twine for this purpose shall be three ply doubled up.
- t. **Standardization of cleaned stock:** The Contractor shall at the time of standardization, cleaning etc. ensure that the mouth of each bag is cut open cautiously and with utmost care, so as to avoid any damage or loss to the bags and wastage of foodgrains. The Contractor shall be liable for any loss to the

Corporation on this account and the decision of the Managing Director in the matter shall be final and binding on the Contractor.

- u. **Empty bags:** The Contractor shall carry empty bags from the gunny storage godowns or from any other place indicated by the District Manager / RRC In-charge or an Officer acting on his behalf to the place(s) of operations for bagging re-bagging etc. and no extra remuneration for such carriage of empty bags will be payable on any account.
- v. **Loading / unloading within free time:** The Contractor shall be responsible for unloading/loading the wagons within the free period allowed by the Railways and also for loading / unloading the trucks / carts / any other transport vehicles expeditiously. The Contractor shall be liable to make good any compensation demurrage / wharfage as per Railways rules in force during the period of contract, or other charges or expenses that may be incurred by the Corporation on account of delays in loading / unloading of trucks / carts and loading / unloading of wagons unless the delay is for reasons beyond the Contractors control. The decision of the Managing Director in this respect shall be final and binding on the Contractor.
- w. **Consignee's receipt:** The Contractor shall be responsible for obtaining consignee's receipt of all bags entrusted to them for carrying and for handing over the receipt next day to the RRC In-charge or any Officer acting on his behalf.
- x. The contractor shall strictly abide by all rules and regulations of Railways/ RTA provided under the M.V Act/ Police/ Municipal Authorities and other local bodies.
- y. **Use of hand trolley:** In carrying out the various operations involving carriage of bags, it is desirable that the use of wheeled contrivances like hand trolleys is progressively introduced for the alleviation of the lot of the labourers. Such hand trolley or wheeled contrivances will be supplied to the labourers by the Contractors at their own cost. No extra remuneration, whatsoever for the use of hand trolleys etc. for carriage of bags shall be payable as it shall be deemed to be included in the rates provided for the relevant services.
- z. **Report & returns:** The Contractor shall be responsible for keeping complete and accurate account of all supplies of foodgrains etc. and empty gunny bags received by them from the Corporation and shall render accounts and furnish returns and statements in such a manner as prescribed by the Managing Director or the Officer acting on his behalf.

- aa. **Safe operation of goods:** The Contractor shall be responsible for the safety of the goods while in transit in their trucks / carts / any other transport vehicles and for delivery of quantity despatching from the Railhead / RRCs etc. as the case may be to the destination or to the recipients to whom the foodgrain etc. is required to be transported by the Contractor. They shall provide tarpaulins on decks of the trucks, so as to avoid loss of the grain etc. through the holes / crevices in the decks of the trucks. They shall also exercise adequate care and take precautions to ensure that the foodgrains bags are not damaged while in transit in their trucks / carts / any other transport vehicles. They shall deliver the number of bags and the weight of foodgrains etc received by them and loaded on their trucks. They shall be liable to make good the value of any shortage, wastage, losses or damage to the goods in transit beyond the permissible shortage except when the Managing Director (whose decision shall be final) decides that the causes are beyond Contractor's control.
- bb. The contractor shall be responsible for performing all or any of the services detailed in and arising out of this contract also at night without any additional remuneration, whenever required by Managing Director/ District Manager or an Officer acting on their behalf.
- cc. The contractor shall, whenever required, supply petromax lamps for carrying out work during night.
- dd. **The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and poor workmanship in any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damage to rice and for all damages or losses occasioned to the Corporation or in particular to any property or plank belonging to the Corporation due to any act whether negligent or otherwise of the contractors themselves or their employees.** The decision of the Managing Director regarding such failure of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.
- ee. The Contractor shall provide and maintain correct weights and scales get them stamped in time and carry out all the weighments accurately. The RRC In-charge or any Officer acting on his behalf shall have the right to check the weights, scales and weight of any bag or bags.

- ff. The Contractor shall, when directed to do so, arrange, to obtain tarpaulins / ropes / lashes supplied by the Railway, transport them, if necessary spread tarpaulins over or inside open box type or leak proof wagons as the case may be and tie the ropes / lashes over the consignments of foodgrains loaded in such wagons, with a view to ensure the safety of goods in rail transit and also untie ropes / lashes and remove the tarpaulins from the wagons and perform all other auxiliary services connected with the handling of such wagons. The remuneration for loading / unloading of such wagons shall be deemed to include the remuneration for the aforesaid service also.
- gg. The contractor shall display prominently on their trucks sign boards/banners painted in black and white indicating that the "CMR stocks belong to OSCSC" No extra remuneration, whatsoever will be payable for displaying such sign boards/banners. The District Manager or an Officer acting on his behalf shall have the right to disallow loading/unloading of any truck if the contractor does not display prominently the sign boards/banners of the aforesaid type.
- hh. The contractor shall guarantee the transportation of assigned quantity within the stipulated time, failing which the entire Security Deposit or part of it may be forfeited at the discretion of the Managing Director.
- ii. Failure to comply any or all of the conditions of the agreement shall render the contractor to liquidated damages on account of such failure in addition to forfeiture of the security money in full or in part. The Corporation also reserves the right to take recourse to any legal action against defaulting contractor in addition to termination and debarment.**
- jj. The contractor has to obtain a license from Licensing Authority i.e. Principal Secretary / Commissioner-cum-Secretary to Government, FS & CW Department as per Odisha Public Distribution System (Control) Order, 2016 immediately after execution of agreement. A copy of such license may be furnished to the Corporation before execution of any work order in favour of the contractor.
- kk. The transport contractor shall install "GPS TRACKING SYSTEM" in the vehicles used for transportation of foodgrains, whenever directed by the Managing Director. The GPS devices shall be as per the specification of the Corporation and the cost of the same shall be borne by the contractor. If GPS device will develop any defect, no loading in that vehicle will be entertained and the contractor has to get it repaired or replaced with a new one within 24 hours of development of any defect.

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

XXVI. JURISDICTION OF THE COURT:

- a. In the event of any dispute covering or arises out of this contract/agreement the jurisdiction of the District Court shall be at Bhubaneswar or Orissa High Court, Cuttack.
- b. It is expressly agreed & declared by & between the parties hereto that all amount due to the Corporation under this contract, if not paid in time, shall be recoverable under Odisha Public Demand Recovery Act-1962 (Odisha Act-1 of 1963) or through the competent civil court & shall bear interest @18% per annum from the date when such payment falls due up to the date of final recovery. Besides criminal action shall also be taken against the defaulting contractor in appropriate court of law by following the provisions of Law in force.

Appendix-I

Sl. No.	Source District	Recipient District	Tentative Quantity to be Transported (In MT)	Estimated Value of Contract (Rs. In Lakhs)	Security Amount		Additional Security Deposit, if applicable in shape of D.D (Rs. In. Lakh)
					D.D. 5% of Estimated Contract Value (Rs. In Lakhs)	BG 10% of Estimated Contract Value (Rs. In Lakhs)	
1	Sambalpur	Cuttack	10000	108.00	5.40	10.80	
2	Bargarh	Cuttack	5000	54.00	2.70	5.40	

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

The scanned copies of documents in PDF format (printable in A4 Size paper) shall be submitted online alongwith the tender, otherwise the tenderer shall be treated as disqualified in TECHNICAL BID.

Sl. No.	Name of the Document	Put “√” mark
1	Invitation to Tender & Instruction to Tenderers, Tender Submission Undertaking – Annexure-1	
2	Capability Certificate from the Bank (In the model format as at Annexure-2)	
3	Certificate of experience on transportation of food grains in last three financial years (2016-17, 2017-18 & 2018-19) (In the model format as at Annexure-3) <u>Or</u> Undertaking in lieu of the experience certificate	
4	Affidavit mentioning that s/he / firm / company is neither blacklisted nor any criminal or vigilance case is pending against the Tenderer (In the model format as at Annexure-4)	
5	Affidavit declaring non-involvement in commercial interest family members or partners along with their family members or directors along with their family members (In the model format as at Annexure-5)	
6	Copy of Registered Partnership Deed/ Articles of Association /Memorandum of Association /Bye-laws/ Certificate of Registration, in case of Company etc. as applicable.	
7	Power of Attorney in submitting the Tender Paper on behalf of Partnership firm / Company etc.	
8	Statement of Bank Account of last three-months preceding to publication of Tender Call Notice.	
9	Copy of the Income tax return for the Assessment Year 2019-20 (Financial Year 2018-19) & and copy of PAN Card & GST Registration Certificate.	
10	Copy of duly audited Balance Sheet, P & L Account of the financial year 2016-17, 2017-18 and 2018-19.	
11	Registration Certificate under “The Carriage by Road Act’ 2007” & “The Carriage by Road Rule’ 2011”	
12	Copies of the R.C. Book of five heavy vehicles registered in the name of the Tenderer along with copies of the Fitness Certificates of said vehicles as per Clause-6 of the Tender document.	

13	Affidavit by the Partner in case of Partnership firm or Director in case of Company for use of their vehicle by the firm/company	
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N.B: All documents to be self-attested by the Tenderer and affidavits are to be submitted in original.

Date:

Signature of Tenderer / Authorized person

Place:

Name:

Seal:

APPENDIX-III

(Reference Clause VI (e) (i) of the terms and conditions governing the contract)

I. WAGE BOOK AND WAGE SLIPS ETC:

- i) The contractor shall maintain a Wage Book of each worker in such form as may be convenient, at the place of work, but the same shall include the following particulars:
 - a) Name of the Worker;
 - b) Rate of Daily or Monthly wages.
 - c) Nature of work on which employed.
 - d) Total number of days worked during each wage period.
 - e) Dates and periods for which worked overtime.
 - f) Gross wages payable for the work during each wage period.
 - g) AH deductions made from the wages with an indication in each case, of the ground for which the deduction is made.
 - h) Wages actually paid, for each wage period.
 - i) Signature or thumb impression of the worker.
- ii) The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- iii) The Contractor shall issue an Employment Card in the prescribed Form at Appendix III (a) to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be so endorsed by the contractor and returned to the worker.

II REGISTER OF UNPAID WAGES:

The contractor shall maintain a Register of unpaid wages in such form, as may be convenient, at the place of work but the same shall include the following particulars: -

- a) Full particulars of the work whose wages have not been paid.
- b) Reference number of the Muster Roll with wage Register.
- c) Rate of wages.
- d) Wage period.

- e) Total amount not paid.
- f) Reasons for not making payment
- g) How the amount of unpaid wages was utilized.
- h) Acquaintance with dates.

III FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:

The wages of a worker shall be paid to him without any deductions of any kind except the following: -

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his/ her employment, s/he is required to work. The amount of deduction shall be in proportion to the period for which s/he was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which s/he is required to account, where such damage or loss is directly attributable to his/her neglect or default.
- d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- e) Any other deduction which the Central Govt. may from time to time allow.

IV REGISTERS OF FINES ETC:

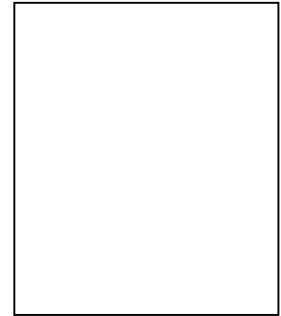
- i) The contractor shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss in form No. 1 and 2 as per Appendix -III(b) and III(c) respectively which should be kept at the place work.
- ii) The contractor shall maintain both in English and the local Language, a list approved by the Chief Regional Labour Commissioner (Central) clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

V PRESERVATION OF REGISTERS:

The wage book, wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them shall be made available for inspection by the Labour Enforcement Officer or any other Officer authorized by the Ministry of Labour in this behalf.

APPENDIX – III (a)

TEMPORARY WORKER'S EMPLOYMENT CARD



1. Name of the Worker _____
2. Father's / Husband's Name _____
3. Date of Birth _____
4. i) Address (Local) _____
ii) Permanent _____
5. Name & Address of OSCSC Contractor _____
6. Valid*
(* Period of the Contractor) Form _____ to _____

Signature of the Contractor /

Authorized Representative

Back Side of the Card

Countersigned by

General Manager (PDS), OSCSC,

Valid from _____ to _____

(Ref. No. _____)

General Manager (PDS)

OSCSC, Bhubaneswar

Place :

Date :

APPENDIX - III (b)

FORM –I

REGISTER OF FINES

SI . No	Name	Father' s/ Husband 's name	Sex	Departmen t	Nature and date of the offence for which fine imposed	Whether workmen show caused against fine or not, if so, enter date	Rate of wages	Date and amount of fine imposed	date on which fine realized	Rema rks

APPENDIX - III (c)

FORM -II

**REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE
NEGLECT OR DEFAULT OF THE WORKERS**

Sl. No .	Name	Father's / Husband' s name	Se x	Department	Damage of loss caused with date	Whether worker show caused against deductio n, if so, enter date	Date and amount of deductio n imposed	Number of instalment, if any	Date on which total amoun t realize d	Remark s

TENDER SUBMISSION UNDERTAKING

FOR APPOINTMENT OF HANDLING & TRANSPORT CONTRACTORS FOR
TRANSPORTATION OF CUSTOM MILLED RICE (CMR) THROUGH RAKE

1. Name of the tenderer:

2. Name of Proprietor/ Partner/ Director:

_____ (Names
of all Directors/ Partners shall be mentioned)
3. Full Address of Registered Office (with Pin Code)

_____ & Police
Station _____ Telephone No.

Mobile No: _____
FAX No.: _____
E-Mail Address: _____
4. Full address of Operating/ Branch Office (with Pin Code):

_____ & Police Station _____
Telephone No: _____
Mobile No: _____
FAX No: _____
E-Mail Address: _____
5. Name, telephone no./ Mobile No./ Email address of Authorized Officer/person to
Coordinate with the office of the District
Manager: _____

6. Banker of the Tenderer: (Attach certified copy of statement of A/c for the last three
month)

7. Address & Telephone Number of Banker: _____

8. Details of Transport Vehicles in the name of the Tenderer.

Registration number of vehicle	Fitness Certificate Number, if any	Type of Heavy vehicle

9. PAN No. & year of filing the latest return: _____

10. GSTIN No: _____

11. Registration No. in the case of Company: _____

12. Additional information, if any _____

(Attach separate sheet, if required)

To:

The Managing Director,
Odisha State Civil Supplies Corporation Ltd.

Sir,

I/We submit the e-tender for appointment as Handling & Transport Contractor for transportation of CMR through Rake for following source – recipient district.

Sl. No.	Source District	Recipient District

- I/We have thoroughly examined and understood instructions to tenderers, terms and conditions governing contract given in the notice inviting tender, invitation to tender titled as General Information, instructions to tenderers and those contained in general conditions of contract and its appendixes, corrigendums (if any) and schedules and agree to abide by them.
- I/We agree to keep the offer open for acceptance up to and inclusive of 45 days and to the extension of the said date by fifteen days more in case it is so decided

by the Managing Director. I/We shall be bound by communication of acceptance of the offer dispatched within the time and I/We also agree that, if the date up to which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.

5. In the event of my/ our tender being accepted, I/We agree to furnish a security deposit as per terms of the tender.
6. I/We offer to carry out handling & transport operations for the above mentioned source – recipient districts at the rate which includes all taxes, duties, cess etc. as quoted in the prescribed **online BoQ** and no other charges would be payable to me/us.
7. I/We do hereby declare that the entries made in the tender and annexures/ schedules attached therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri _____ whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/us instead to carry on the business of the concerned, whether any intimation of such change is given to the Managing Director, OSCSC or not.
8. I hereby declare that the Earnest Money Deposit (EMD) has not been forfeited by Corporation or State/Central Government PSU State/ Central Government Agencies or State Government/Central Government during last 5 years.
9. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.
10. Required documents as per **Appendix-II (Checklist)** are enclosed with this tender duly filled and signed.

I/we certify that all information furnished / uploaded by me/us is correct and true and in the event that the information is found to be incorrect/untrue, Corporation shall have the right to disqualify me/us without giving any notice or reason with forfeiture of EMD or summarily terminate the contract with forfeiture of Security Deposit, as the case may be, without prejudice to any other rights 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.

Yours faithfully,

Signature of tenderer
Capacity in which signing

Signature of constituted attorney

Name :
Address :
Date :

Name, date of birth
And address of attorney :
Signature of witness with date :
Name and address of witness :

Capability Certificate

Bank:

Branch:

Phone No.

E Mail

No.

Date

To

Managing Director

Odisha State Civil Supplies Corporation Ltd.

Bhubaneswar.

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

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

Branch Manager/Authorised Signatory
(Seal & Signature)

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

Experience Certificate

This is to certify that as per information available on record, M/s_____ of _____ (full address), has served as a Handling &/or Transport Contractor of this firm/company/organisation for Rake Handling or Transportation of _____ (mention product) through rake movement for the period from _____ to _____ (mention period of contract).

During the above contract period M/s_____ has handled &/or transported _____ MT of _____ (mention product) and handling &/or transportation charges of Rs. _____ is paid /payable to the contractor for such work. The year wise breakup is as below.

Sl. No.	Name of the Client served	Contract period	Product handled	Volume in MT	Value of contract executed (Rs.)

Office Seal

Seal & Signature of Authorised Officer

***Note: -**

- Total transportation/ handling & transportation charges whether paid or payable is to be mentioned.
- Strike out whichever is not applicable.

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

I, Sri/Smt. _____ aged about _____
S/o./D/o./W/o. _____ Proprietor/Partne
r/Director of _____ M/s. _____ At- _____ Po-
_____, P.S- _____, Dist- _____ do
hereby solemnly affirm and state as follows:

- 1) That pursuant to the tender call notice dt _____ of OSCSC Ltd. for appointment of Handling & Transport Contractor for handling & transportation of food grain, I/my firm/company am/is an intended bidder to participate in the said tender process.
- 2) That as per terms & conditions of the tender documents, I am to declare that, I/my firm/company have not been blacklisted by any Central/State Govt. Organisation or by any Public Sector undertakings of the State/Central Govt.
- 3) That neither any criminal case nor any vigilance case is pending against me/my firm/company before any forum.
- 4) That this affidavit is required to be produced with tender paper before the authorities of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-12, Khordha.
- 5) That the facts stated above are true to the best of my knowledge and belief. if the above declaration is found false/ not true during the scrutiny of tender or the currency of the contract, I shall be liable for punishment for such breach of the contract as per Clause- C (xii) (g) of tender documents.

Identified by me

Deponents

Advocate

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

Deponent

Executive Magistrate/Public Notary

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

(DECLARATION OFFAMILY MEMBERS/ PARTNERS/ DIRECTORS)

Before the Executive Magistrate/ Notary Public Sri _____

(For the purpose of participating e-tender vide reference no. _____ dt. _____ from
Source District _____ to Recipient District _____)

AFFIDAVIT

I Sri _____, Aged about _____, Son/Daughter/Wife of Sri _____,
Proprietor/Partner/Director of _____, do hereby solemnly affirm and declare as
follows.

I am aware of the fact that the term 'Family' shall mean

- i. Parent
- ii. husband/wife,
- iii. sons/daughters (including adopted children) and their spouse,
- iv. Full blood siblings (brothers & sisters from common parents) and their spouse.

and

No person shall be appointed as H & T Contractor under this tender process, I
declare that I/ any of my family member/Partner(s) along with his/her/their family
members/Director(s) along with his/her/their family members have no commercial interest
with any custom milling of rice for OSCSC Ltd. for the source and / or recipient district for
which s/he intends to apply under this tender.

I am also aware that commercial interest shall include a business, partnership of
company for the operation as custom milling of rice for OSCSC Ltd. for the recipient
district for which s/he intends to apply under this tender.

I further declare that the following members of my Family are having common
Commercial interest in the following districts in the State of Odisha.

Sl. No	Family Members		Operating district	Operating Business
	Name	Relation		

*-This table is applicable if the bidder is having family members of commercial
interest OR

I declare that I/ any of my family member/Partner(s) along with his/her/their family
members/Director(s) along with his/her/their family members have no commercial interest

with any custom milling of rice for OSCSC Ltd. for the source and / or recipient district for which s/he intends to apply under this tender.

I also declare that once awarded the contract, I will carry out the operations on my own and no part of the work will be sub-let officially or not.

If the above declaration is found false / not true during the scrutiny of tender or during the currency of the contract, I shall be liable for punishment for such breach of the contract as per Clause- C (xii) (g) of tender documents.

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

PART-II
FINANCIAL BID
I N S T R U C T I O N S

- a) Rate for handling & transportation shall be mentioned for source-recipient district as prescribed in the specified location only in the protected Bill of Quantities (**online BoQ**). Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (online BoQ) by the tenderer shall result in disqualification of the tenderer. Rate includes all taxes, duties, cess etc. and no other charges would be payable.
- b) Rate shall be quoted for handling & transportation of CMR from source – recipient district in rupees per qtl.
- c) Only the FINANCIAL BID of a qualified tenderer on scrutiny of TECHNICAL BID shall be considered and opened.
- d) Tenderers are to submit only the original BoQ (in .xls format) uploaded by Officer Inviting Tender after entering the relevant fields without any alteration/ deletion / modification.
- e) Multiple BoQ submission for a specified source-recipient district by tenderer shall lead to rejection of tender.

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

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

1. The bidders are required to fill-up the BoQ format in the active cells only such as Name / address of bidder and rate in figure only and undertake validation.
2. The bidder is required to move its cursor to the row mentioned as 'Quoted Rate (In Rs. Per qtl. in Figures'
3. In case the bidder fails to quote any rate in the desired active cell or leaves the cell as blank, then the bid shall be treated as non-responsive bid or cancelled bid.
4. The rate to be quoted in the prescribed 'BoQ' format only. Such rate quoted in the desired column shall be the decision factor to find out the L1 bidder in the tendering process. The rate quoted other than the BoQ format shall not be considered at this end.
5. Any further clarification as will be required by the bidder during the bidding process or during filling up of BOQ format, may contact the Officer inviting the bid / GM (PDS) OSCSC Ltd. during official hour. The BoQ template is given below for reference only.

Validate	Print	Help	Item Rate BoQ
Tender Inviting Authority: MANAGING DIRECTOR, OSC SC LTD., BHUBANESWAR			
Name of Work: Selection and appointment of 'H & T' contractor for transportation of Custom Milled Rice (CMR) through Railway Rake from source district _____ to receiving district _____.			
Contract No: TENDER NO. _____ /DATE _____			
Name of the Bidder/ Bidding Firm / Company :			
PRICE SCHEDULE			
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)			
Sl. No.	Item Description	RATE In Rs. _____ (TO BE QUOTED PER QUINTAL) (In Figure)	RATE In Rs. _____ (TO BE QUOTED PER QUINTAL) (In Words)
1	2	13	55
1	Handling & Transportation of Custom Milled Rice (CMR) at Source District & Receiving District as detailed at Clause-B of Tender Document.		
1.01	Source District- Receiving District -		INR Zero Only

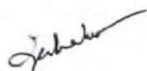
GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

File No.07556900012016- 17254 /W, dated, 5.12.17

Sub: **Electronic Receipt, Accounting and Reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

1. The State Government have been working on formulation of rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>" for some time past.
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases(ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below:
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids** would be eligible to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.



4. Banking arrangement:

- a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
- b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder :

- a) The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum No.7885/W dt.23.07.2013.
- c) **Electronic payment of tender paper cost and EMD :** Then the bidders have to select and submit the bank name as available in the payment options :
 - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
 - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.



d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

e) **System generated acknowledgement receipt for successful bid submission:**
System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper:

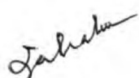
a) **Cost of Tender Paper :** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise challans under the head of Account for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the proper head of account of State Government. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc

d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee and EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the **Annexure- I**.



7. Settlement of Earnest Money Deposit on submission of bids:

- a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.

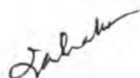
8. Forfeiture of EMD :

Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101-Unclaimed Deposits-0097-Misc. Receipts-02080-Misc. Deposits and submit the detail account to D.A.G., Puri as a deposit of the Division.
- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

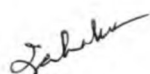


10. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government Departments / State PSUs/ Autonomous Bodies / ULBs through MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for Payment Gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, Payment Gateway (PG) provider will provide a web service to pull the refund and settlement status against a day.
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.



- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury Portal.

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G. (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

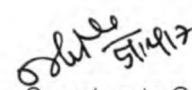
- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of Tender Paper and Earnest Money Deposit in OPWD Code and OGFR would stand modified to the extent prescribed in this Office Memorandum.

- 15.** These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal / contractual provision exist vide Office Memorandum No.6785/W dt.09.05.2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I dt.09.11.2017.


E.I.C-cum-Secretary to Government
(P.T.O.)

Memo No. 17255

/W, dated, 5.12.17

Copy forwarded to P. S. to Hon'ble Chief Minister, Odisha for information and necessary action.

Jahnu
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17256

/W, dated, 5.12.17

Copy forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Additional Chief Secretary, Finance for information and necessary action.

Jahnu
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17257

/W, dated, 5.12.17

Copy forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

Jahnu
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17258

/W, dated, 5.12.17

Copy forwarded to EIC (Civil), Odisha, Bhubaneswar / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices.

Jahnu
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17259

/W, dated, 5.12.17

Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General, Odisha, Puri Branch, Puri for information and necessary action.

Jahnu
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17260

/W, dated, 5.12.17

Copy forwarded to the Director, Treasuries & Inspection, Odisha, Bhubaneswar for information and necessary action.

Jahnu
5/12/2017
FA - cum- Addl. Secretary to Government

ANNEXURE-I

Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

	Cost of Tender Paper	Earnest Money Deposit on submission of bids
Government Departments	<p>I. The <i>payment</i> towards the cost of Tender Paper, in case of Government Departments, shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1 day.</p> <p>II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realised is to be remitted to Government Account under the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.</p>	<p>I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar, and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system.</p> <p>II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>
State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies	<p>I. In case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper on submission of bids shall be collected in separate pooling accounts opened in Focal Point Branch called</p>	<p>I. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's</p>

	<p>e-FPB of respective designated banks at Bhubaneswar on T+1 day.</p> <p>II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. after opening of bid.</p>	<p>account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.</p> <p>II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>
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