



NOTICE INVITING TENDER
Office of Managing Director
Odisha State Civil Supplies Corporation Ltd. (OSCSC)
C/2 Nayapalli, Bhubaneswar – 751012
Phone: 91674-2392264

TENDER No.8703/P-II/76/2021/PDS Dated:25.06.2021

Cost of Tender Document: - Rs.590/- Inclusive of GST for each source -recipient district combination.

Online tenders are invited from eligible bidders for selection and appointment of transport contractors for inter-district transportation of Custom Milled Rice (CMR) from source districts to recipient districts in the State of Odisha.

1	Availability of tender documents	From Date 26.06.2021 Downloadable from website: www.oscsc.in , www.foododisha.in & www.tendersodisha.gov.in
2	Date, time and venue for pre-bid conference.	On dt.01.07.2021 at 11.30 AM, 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.12.07.2021
4	Date, time and venue for opening of Technical Bid by the Tender Committee	On dt.13.07.2021 at 3.30 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.16.07.2021 at 11.30 AM onwards OSCSC Conference Hall
6	Date & time of Financial Bid opening by the Tender Committee (Only of Technically Qualified Bidders)	To be announced after technical bid evaluation.
7	Venue of the opening of Technical & Financial Bids	Conference Hall, 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 bidders.
9	Language of the Tender	The tender should be prepared by the bidder in English language only.
10	Help Desk telephone no	(i) <u>OSCSC Ltd.:-</u> General Manager(PDS) :-9438609747 / 9438200029 Advisor(Accts) :- 9438878300 (ii) State Procurement Cell:-0674-2530998 / 18003456765

N.B: 1. If the office happens to be closed on the date of opening of tenders, tenders will be opened on the next working day in the same time.



2. 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, www.oscsc.in & www.foododisha.in.
4. The bidder must deposit Tender Document Fee and EMD at the time of submission of tender through online payment gateway service.
5. Any amendment/ cancellation/ re-tender/ corrigendum please refer to the website www.oscsc.in, www.foododisha.in & www.tendersodisha.gov.in

-Sd-
Managing Director
OSCSC Ltd., Bhubaneswar



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

Tender No.8703/P-II/76/2021/PDS Dated.25.06.2021

TENDER DOCUMENTS

Tender Documents comprising of 70 pages (including annexures and appendices) are issued. The tender shall be submitted online through e-Tender Portal: www.tendersodisha.gov.in.

Cost of Tender Document – Rs.590/- (Rupees Five Hundred Ninety only) Inclusive of GST for each source -recipient district combination.

INVITATION TO TENDER & INSTRUCTION TO BIDDERS
FOR
APPOINTMENT OF TRANSPORT CONTRACTORS FOR TRANSPORTATION OF
CUSTOM MILLED RICE (CMR)

1. GENERAL INFORMATION

Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.) intends to appoint Transport Contractors for inter-district transportation of CMR by road from source districts to recipient districts. The details of source districts and recipient districts are given below:

A. PLACES OF OPERATION AND BRIEF DESCRIPTION OF WORK:

i.

Sl. No.	Source District	Recipient District	Tentative Quantity to be Transported in 2021-23 (In MT)
1	Sambalpur	Angul	16500
2	Boudh	Cuttack	13000
3	Dhenkanal	Cuttack	6500
4	Koraput	Gajapati	7000
5	Nabarangpur	Gajapati	4000
6	Bargarh	Jagatsinghpur	8000
7	Sambalpur	Kendrapara	17700
8	Bargarh	Keonjhar	8000
9	Jharsuguda	Keonjhar	10000
10	Sambalpur	Keonjhar	5500



11	Subarnapur	Mayurbhanj	20000
12	Koraput	Rayagada	14000
13	Nayagarh	Puri	10000
14	Sambalpur	Sundargarh	16500

- ii. The bidder must get himself/herself fully acquainted with the loading / unloading points, distance involved from Rice Receiving Centres (RRC) of source district to RRCs of recipient district.
- iii. **The bidder shall quote the rates for transportation being acquainted with prevailing conditions both at source districts as well as recipient districts relating to problems and matters such as charges of Trucks' Union, Toll Gate Fees, Ghat Roads, Short Distance, Inaccessible Pockets, Natural Barriers etc. He/she shall consider all these factors & also all other factors as may be necessary viz. prevailing trend of inflation in fuel rates for quoting his/her effective rate.**
- iv. A bidder may apply for more than one source – recipient district units but he will be selected for maximum three sources – recipient district units as decided by OSCSC Ltd.
For example a bidder can only be selected for source – recipient district (i) Sambalpur-Angul (ii) Boudh-Cuttack (iii) Dhenkanal-Cuttack only even if the bidder is found L₁ in more than three sources –recipient districts.
- v. The RRC may be a Corporation godown or Private godown or Corporation hired godown managed by CWC/OSW or godown of CWC/OSW or godown constructed under PEG scheme.
- vi. The contractors are required to perform weighing & transportation of CMR from RRCs of source district to RRCs of recipient district.

B. BIDDING PROCESS:

- i. Potential bidders participating in the bidding process will be required to submit a detailed **Technical Bid & Financial Bid** in response to the Tender Call Notice.
- ii. **Registration in Portal:** Bidders intending to participate in the tender are required to register in the Portal i.e. **www.tendersodisha.gov.in** furnishing required information about them. This is a one-time activity for registering in Portal. During registration, the Bidder has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority recognised by CCA India such as n-Code, Sify, TCS, MTNL, etc. He / She has to submit the relevant information as asked for about him / his firm / company. The portal registration of the bidder is to be authenticated by the



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

To log on to the portal the Bidder is required to type his/her user ID and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal. Only one valid DSC should be registered by a Bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.

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

- iii. **Downloading Tender Documents:** The tender documents uploaded by the Tender Inviting Officer in the website **www.tendersodisha.gov.in** will appear in the section of “**Upcoming Tender**” before the due date of tender sale. Once the due date has arrived, the tender will move to “**Active Tender**” Section of the *homepage*. The publication of the tender will be for specific period of time till the last date of submission of tenders as mentioned in the ‘Notice Inviting Tender’ after which the same will be removed from the list of Active tenders. Any bidder can view or download the tender documents from the website.
- iv. Furnishing scanned copy of all required documents is mandatory otherwise his/her tender shall be declared as non-responsive and thus liable for rejection.
- v. Tender document Fees & Earnest money Deposit shall be in shape of payment through online system only through a process as per works Department office Memorandum vide Letter No.17254 dated 05.12.2017 failing which the bid shall be rejected (Copy of the Memorandum is attached).



- vi. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the e-Procurement portal.
- vii. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-tender process, the tender inviting authority shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- viii. Any third party/company/person under a service contract for operation of e-tender system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the tender processes that are undertaken through the e-tender system irrespective of who operates the system.
- ix. **Format of the Tender:** The Tender shall be submitted in two parts:
 - (a) Part I : Technical Bid
 - (b) Part II : Financial Bid
- x. **Contents of Technical Bid:** The bidder must submit the particulars / documents as detailed in Check List (Appendix-II) online within the timeline as set out in the Notice Inviting Tender failing which the tender shall be treated as incomplete and disqualified in Technical Bid.
- xi. **Contents of Financial Bid:**
 - a. The bidder must upload the Financial Bid online as prescribed in the specified location only in the protected Bill of Quantities **online BoQ (in “.xls” format)**.
 - b. The bidder shall submit the financial bid online.
 - c. Mentioning of rate anywhere in the bid documents other than the designated location of financial bid (online BoQ) by the bidder shall result in disqualification of the bidder.
- xii. **Signing of Tender:**
 - (a) The prospective bidder can download the tender from the website anytime after issue of tender and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the due date and time of submission. The bidder shall only submit **single** copy of the tender including required documents and Financial Bid in the e-Procurement portal i.e. www.tendersodisha.gov.in within due date of submission. In the Financial Bid the bidder has to write the figures in the designated cell only. The Bidders are advised to up-load the completed Tender document well ahead of the last date & time of receipt to avoid any last moment problem of power/link failures etc.



- (b) The bidder shall go through the Tender carefully and list the documents those are asked for submission. He shall prepare all documents including declaration form, annexures and price bid etc., and store in the system. The bidder shall also ensure payment of Tender document fee and EMD before submission of tender completed in all respects.
 - (c) The Bidder shall log in to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the tender to the portal.
 - (d) The tenders once submitted by due date cannot be retrieved or corrected. Tenders cannot be re-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the bidder should click on submit button.
 - (e) In the e-Procurement process each process is time stamped. The system can identify each individual who has entered in to the portal for any tender and the time of entering in to the portal.
 - (f) The Bidder should ensure clarity of the document uploaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the tender non-responsive.
 - (g) The Bidder shall digitally sign on all statements, documents and certificates uploaded by him, owing responsibility for their correctness/authenticity as per IT Act 2000. If any of the information furnished by the Bidder is found to be false/fabricated/bogus, Corporation shall have the right to disqualify him/her without giving any notice or reason without prejudice to the other rights like forfeiture of EMD or summarily terminate the contract with forfeiture of Security Deposit, as the case may be, and may take any other steps that the Corporation may have under the Contract and Law which includes debarment on participating in any tender of OSCSC for a period of 05 years.
- xiii. **Submission of Tender:** For submission of Tenders through the e-Tender Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The bidder shall have to produce the original documents in support of the scanned copies of documents, statements etc. uploaded in the portal on the specified date. Bid documents may be scanned with 100 dpi with black and white option.



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

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

- xiv. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- xv. The bidder needs to upload the required documents, annexures (1 to 6) and appendix-II 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 bidder shall have to pay an amount of Rs.590/- only (Rupees five hundred ninety only) for each source -recipient district combination as tender paper cost along with the Tender. Bidders 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.
- 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 bidder will not be able to submit the tender. The date and time of tender submission shall remain *unaltered* even if the specified date for the submission of tenders declared as a holiday for the Officer Inviting the Tender.



- xx. **Late Tenders:** The system shall reject submission of any tender through portal after closure of the receipt time. For all-purpose the server time displayed in e-tender portal shall be the time to be followed by the bidder and concerned officers.
- xxi. **Modification and Withdrawal of Tenders:** In the e-Tender Portal, it is allowed to modify the tender any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the tenders already submitted by the bidder will be removed automatically from the system and the latest tender only will be admitted. But the bidder should avoid modification of tender at the last moment to avoid system failure or malfunction of Internet or traffic jam or power failure. If the bidder fails to submit his modified tenders within the designated time of receipt, the tender already in the system shall be taken into consideration.

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

C. PRE-BID CONFERENCE & CLARIFICATIONS

- i) OSCSC shall hold a pre-bid meeting with the prospective bidders on Date 01.07.2021 at 11.30AM in OSCSC Conference Hall, C/2 Nayapalli, Bhubaneswar.
- ii) 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 - 30.06.2021 at 4.00 PM.
- iii) The queries should necessarily be submitted in the word or excel file in the following format:

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

- iv) 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.

- v) 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.tendersodisha.gov.in / www.oscsc.in / www.foododisha.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.
- vi) The bidders while submitting the proposal should submit duly signed copy of corrigendum/addendum along with it.
- vii) 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, if any, which may eventuate from this tender, shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the bidder and provisions contained in the tender documents.

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

- i. The bidder must furnish full, precise, correct and accurate details in respect of information asked for in the tender documents.
- ii. **Persons eligible for signing tender paper:** 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 bidder 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. QUALIFYING CONDITIONS& SUBMISSION OF DOCUMENTS:

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



- i. The bidder shall furnish certificate from any Nationalised or Scheduled Bank indicating his/her financial capability for an amount not less than Rs.2.00 crores. The bidders 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 bidder shall have experience in Transportation/ Handling & Transportation of foodgrains and he/she should have carried out transportation of foodgrains at least having turnover of Rs.2.00 crores in three financial years from among last four consecutive financial years i.e. 2017-18, 2018-19, 2019-20 & 2020-21 (due to Covid-19 pandemic situation) 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 bidders 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 bidder will have to furnish an additional security deposit equivalent to 50% of the total security deposit due to the successful bidder at the time of execution of agreement.

In such case, the bidder shall **upload an undertaking** along with the required 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 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 bidder shall furnish an affidavit in the prescribed format (enclosed at ***Annexure-4***) declaring that no criminal/vigilance case(s) pending in his /her name 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 bidder 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. The bidder shall furnish an affidavit in the prescribed format (enclosed at ***Annexure-6***) on tender submission and abiding by the terms and conditions of tender .
- vii. In case the bidder is a firm/company, copy of registration certificate issued by the Competent Authorities as provided under the statute, is to be furnished.
- viii. The bidder shall enclose statement from his banker for his financial transactions of last three months preceding to the publication of Tender Call Notice.
- ix. The bidder shall furnish last three years Income tax return for the Assessment Years such as AY-2018-19, AY-2019-20 & AY-2020-21 and copy of PAN Card & Copy of GST Registration Certificate.
- x. The bidder shall furnish copies of duly audited Balance Sheet, P & L Account of the financial year 2017-18, 2018-19 & 2019-20.
- xi. The bidder shall furnish Registration Certificate in support of their transportation work under “The Carriage by Road Act’ 2007” & “The Carriage by Road Rule’ 2011” issued by the State Transport Authority (STA) or Regional Transport Authority (RTA).
- xii. The bidder 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).
- xiii. The bidder shall submit the copy of registration certificate from Competent Authority as required under following Laws at the time of execution of Agreement.

The Registration Certificate under the provisions of:

- i. The Motor Transport Workers Act, 1961
- ii. The license or renewal license under Odisha Shops & Commercial Establishments Act, 1961 if law permits.

3. DISQUALIFICATION CONDITIONS:

- i. No person shall be appointed as State Level Transport Contractor under this tender process, if s/he or any of her/his family members has a commercial interest in a business relating to Handling Contractor/ Level-II Transport Contractor / PEG Go-



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

No person shall be appointed as State Level Transport Contractor under this tender process, if s/he or any of her/his family members has a commercial interest in a business relating to MDM Transport Contractor / SNP Transport Contractor for the 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. Bidders 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 bidder whose contract with the Odisha State Civil Supplies Corporation Ltd. has been terminated by the Corporation before the expiry of contract period at any point of time during last 5 years, will be ineligible.
- iv. Any bidder 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.
- v. If the proprietor/any of the partners of the bidder firm/any of the Director of the bidder company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such bidder will be ineligible.
- vi. While considering ineligibility arising out of any of the above clause, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the bidder disqualified.
- vii. 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.
- 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.2,00,000/-** (Rupees Two lakhs) or **3%** of the estimated value of contract, whichever is higher, for each source-recipient district unit as indicated in **Appendix-I** to online system only. Tender Papers not accompanied by the required EMD shall be summarily rejected.
- ii. The bidder shall be permitted to bid on the express condition that in case he resiles, or modifies his offer or terms and conditions thereof, after submitting his tender, for any reason whatsoever during the tender process **or any of the information furnished by him/her is found to be incorrect or false**, Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and the law & the bidder will be liable for any loss suffered by the Corporation on account of its withdrawal/ modification etc. besides forfeiture of EMD. He will also be debarred from participating in any tender with the Corporation for a period of **five years**.
- iii. Earnest money shall be forfeited in the event of the bidder'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 EMD furnished by the bidders shall be refunded after finalization of tender. The EMD of selected bidder will be refunded on receipt of confirmation from the Zonal/Regional bank concerned regarding genuineness of Bank Guarantee submitted towards security by the successful bidder at the time of execution of Agreement. No interest shall be payable on the amount of earnest money, under any circumstances.

5. **SECURITY DEPOSIT:**

- i) The selected bidder shall submit the estimated security deposit due as mentioned against each Source-Recipient district unit in the statement enclosed at **Appendix-I** in following manner.
 - a) A sum of **Rs.1.75** Lakhs or **5%** of the estimated value of the contract, **whichever is higher**, in form of crossed **Demand Draft/ FDR** 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) A sum of **Rs.3.25 Lakhs** or **10%** of the estimated value of the contract, **whichever is higher**, 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) The selected bidder shall deposit @25% of estimated security amount at the time of agreement within 07 days of issue of Letter of Intent (LoI). In addition to above a bidder having no required experience additional security deposit equivalent to 50% of total security deposit due shall be submitted in shape of Demand Draft / FDR at the time of execution of agreement as per provision at Clause-2. Before issue of first Work Order, instruction will be issued to the bidder concerned to deposit the balance security deposit of 75% within 07 days from issue of the instruction. This 25% Security Deposit shall be deposited either in shape of Demand Draft or FDR pledged in favour of OSCSC. Balance 75% Security Deposit will be deposited in such manner that total security will be in accordance to provision at Clause-5 (i).
- iii) 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 Corporation in this matter shall be final & binding on the selected transport contractor.
- iv) 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.
- v) If the successful bidder had previously held any contract and furnished security deposit with the Corporation, the same shall not be adjusted against this tender and a fresh security deposit shall be made to make the contract valid.



6. REQUIREMENT OF VEHICLES:

- a) The bidder 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.
- b) The heavy vehicle like tipper shall not be considered as a vehicle carrying foodgrains for the purpose of this tender.
- c) In case of sole proprietorship, the vehicles must have been registered in the name of the bidder.
- d) 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 Ltd. without any objection.
- e) 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 Ltd. 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 bidders who participated in the online tendering can witness opening of the tender from any system remotely logging on to the portal with the DSC. Bidders are not required to be present during the tender opening to witness the process. But the bidder shall be at liberty to be present either in person or through an authorized representative. The authorized representative shall furnish the authorization letter duly executed by the bidder.
- iii. If the date of opening of tender happens to be a holiday, the tender will be opened at the same time on the next working day following the holiday.
- iv. The Technical evaluation of all the tenders will be taken up as per the information furnished by the Bidder. But evaluation of the tender does not exonerate the



bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action shall be taken against the bidder.

- v. After technical evaluation of the tender and selection of the technically qualified Bidders, the financial bids of the technically qualified bidders only shall be opened (online) on the due date and time of opening to be notified after technical bid evaluation.

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:** Tenders for this contract will be assessed in accordance with the **Least Cost Based Selection (LCBS)** system. All the tenders will be evaluated on the basis of the eligibility criteria.
- vi. **Evaluation of Financial Bid:** The Financial Bids submitted online as per the prescribed format by the technically qualified bidders will be opened and the L₁ bidder will be the preferred bidder.

9. QUOTING OF RATES:

- i. The bidder shall quote rate inclusive of all taxes, duties, cess etc. confirming that no other charges would be payable to him/her as follows:
At the Schedule of Rates given in the Financial Bid, or
At a uniform percent (%) above the Schedule of Rates given in the Financial Bid (ASoR), or
At a uniform percent (%) below the Schedule of Rates given in the Financial Bid (BSoR); for different distance ranges of operation.



- 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 Bidders to select Transport Contractor at a suitable rate.
- iii. Quoting of same rates (L_1 only) by more than one bidder could be construed as an exceptional circumstance. In such cases, all the bidders who have quoted the 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 bidder to any officer or servant of the Corporation shall (in addition to any criminal liability which the bidder may incur) debar his tender from being considered. Canvassing, if any, form on the part or on behalf of the bidder shall also make his tender liable for rejection.

11. INTERVIEWS AND ACCEPTANCE OF TENDER:

- i. The bidders 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 bidder shall be advised of the acceptance of his tender by a letter / fax / e-mail / SMS. 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 bidder 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.



- ii. The Agreement shall be executed within one week of the acceptance of tender or any such extended time, if any duly extended by the Corporation failing which the EMD of the bidder shall stand forfeited.
 - iii. **All the instructions to bidders, terms and conditions governing contract along with its annexures & appendices shall form part of the Agreement and any violation of the provisions prescribed here under shall be construed as violation of the agreement.**
- 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 bidder 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-B (xii) (g) of the tender documents.

Managing Director
OSCSC Ltd., Bhubaneswar



PART-I

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

TECHNICAL BID

Odisha State Civil Supplies Corporation Ltd. [hereinafter referred as OSCSC] intends to appoint Transport Contractors for inter-district transportation of Custom Milled Rice (CMR) from source districts to recipient districts in the State of Odisha.

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 '**Bidder**' 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 Ltd.**' 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 Ltd. 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 ‘**Transport Contractor/Contractor**’ shall mean & include a contractor appointed by the OSCSC Ltd. for transportation of CMR by Road through trucks.
- j. The term ‘**Weighment**’ shall mean weighment of Rice with gunny bags.
- k. The term ‘**Nonperforming / Defaulting Contractor**’ shall mean a contractor who fails to discharge his/her legitimate obligation / duty / responsibility as per terms of agreement.
- l. 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.
- m. The term ‘**Commercial Interest**’ shall mean a business, partnership or company for the operation as Handling Contractor/ Level-II Transport Contractor/PEG Go-down lessor and/or Custom Miller for OSCSC Ltd. for the recipient district and MDM Transport Contractor/ SNP Transport Contractor for the recipient district for which one intends to apply under this tender.

II. **PARTIES TO THE CONTRACT:**

- a. The Parties to the contract are the 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 CONTRACTOR:**

- a. 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 blacklisted 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; 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 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 Ltd. 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 statutory modifications 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.

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 non-observations 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 31st March'2023** 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 bidder shall be required to furnish the prescribed security deposit within seven days in the manner as mentioned at Clause-5 (i)&(ii) and Clause-2 (iii).
- 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 Bidder 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 or 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 un-workmanlike performance of 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. In the event of default on the part of the contractor in providing any of the services mentioned in this document efficiently, 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 (Rupees one 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. 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.

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 contractor who is involved in any criminal case amounting to moral turpitude / vigilance case / cases pending or disposed of against the contractor by any quasi judicial forum / is blacklisted by any State or Central Government, by State or Central Agency or Undertaking during contract period, the Agreement executed with the contractor shall be terminated forthwith without prejudice to other rights & remedies or may be suspended/banned from trade relation/black listed for a period up to 5 years based on the gravity of non-performance/default of the contractor, by the Managing Director of the OSCSC Ltd. 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 un-workman like performance of 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.

- i. The Corporation reserves the right to call for report from the concerned Collector/District Manager on antecedent & unusual working of the Transport 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 TRANSPORT CONTRACTOR ON FAILURE OF OPERATIONS BY THE EXISTING TRANSPORT CONTRACTOR:

- a. In case the approved Transport 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 bidder qualified in Technical Bid for that Source-Recipient district unit to operate at the lowest approved rate. In case the 2nd lowest bidder disagrees to operate at the lowest approved rate, similar exercise to be made with the 3rd lowest bidder qualified in the Technical Bid and so on till all the bidders qualified in the Technical Bid are negotiated to undertake the work at the lowest approved rate.
- b. In case no bidder agrees to undertake the work at the lowest approved rate on exercising the option as detailed above, negotiation to be made with all the bidders 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 bidder/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 bidders 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 market rates in the source district and



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

- d. In case no Transport Contractor gets appointed on exercising all the options as detailed above, the Corporation shall go for a fresh tender for appointment of new Transport 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 transport contractor(s) from among the selected transport contractor(s) for the district on negotiation, where no transport contractor(s) 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.
- b. The contractor shall be paid for distance (to &fro) covered for weighment of stock in case weighment facility is not available inside the RRC. This distance shall be certified by the concerned District Manager.
- c. If the empty vehicle is required to cover the distance up to weighbridge for ascertaining weighment of empty vehicle, transportation charge will be paid at the same rate as applicable for loaded trucks for both to &fro movement.
- d. **The payment shall be made only for net quantity of CMR transported in gunny bags. No payment shall be made on the weight of gunny bags used as container of CMR.**
- e. If the contractor is required to perform any service in addition to those specifically provided for in the contract, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed on mutual agreement.
- f. The Contractor will have the right to represent in writing to the 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.
- g. 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).
- h. No transit shortage shall be allowed to the contractor during transportation of CMR. In**



case of any shortages in transit the same shall be recovered from bills/security of the contractor.

XVII. PAYMENT:

- a. Payment will be made by the Managing Director 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.
- 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.

XVIII. 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. Fire, theft, strikes by contractor's workers on account of any dispute between the contractor and their workers as to wages or to otherwise shall not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage which the Corporation may suffer on this account.

XIX. LAWS GOVERNING THE CONTRACT:

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

XX. SERVICES TO BE RENDERED BY THE CONTRACTOR:

- a. The contractor shall transport the stock to the RRC at recipient district after proper weighment and documentation. The Contractor shall be responsible for the safety of the goods from the time they are loaded on their truck until they have been unloaded from the trucks at godowns or at other destinations as specified in the Contract or as directed by Managing Director any other officer acting on his behalf. The contractor



shall provide tarpaulins on decks of the truck so as to avoid loss of grain, etc. through the holes/crevices in the decks of the truck and shall be liable to make good the value of any loss, shortage or damage during transit. The weight of the bags of foodgrains etc. loaded/unloaded into/from trucks or any other vehicle shall be worked out on the basis of cent percent weighment. The authorised representative of the Contractor shall be present at the time of checking of the weights at the loading/unloading points etc. The General Manager/Area manager of the Corporation as the case may be will be the sole Authority for determining the quantum of the loss.

- b. The Contractor shall, transport by trucks to be arranged for such quantity of foodgrains, as may be required from day to day by the Managing Director/ District Manager or an Officer acting on his behalf, from source district to recipient district.
- c. 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.
- d. The contractor shall obtain from the In-charge, RRC or an Officer acting on his behalf every evening particulars of the number of bags foodgrains etc; required to be transported the next day, the place where the trucks should report for loading and the destination to which the goods would be required to be transported. In special cases, the contractor shall be in readiness to arrange transport at short-notice and they shall be bound to comply with such requisitions.
- e. The contractor shall transport the CMR through shortest truckable route from source district to recipient district. After receipt of State Level Lifting Plan of rice, the despatching District Manager shall intimate the receiving District Manager about the RRCs from where stock will be issued along with quantity. After receipt of such intimation from despatching District Manager, the receiving District Manager shall make Inter-district Lifting Plan for the deficit RRCs on least cost transportation basis from source RRCs and communicate the transport contractor about shortest truckable distance of receiving RRCs from source RRCs before transportation of any stock.
- f. If any dispute arises on distance, a committee with following members shall measure and certify the distance for settlement of claim bills.
 - i. Receiving CCSO/CSO-cum-District Manager / ACSO.
 - ii. Lifting Officer.



iii. **One Official from Head Office.**

iv. **One Representative of concerned Transport Contractor.**

- g. In case, it is urgently required to transport CMR other than shortest route in between the source district & recipient district, the contractor shall take prior approval in writing from the Corporation stating the justifiable reasons for such contravention of the provisions laid down at sub clause –e above.

XXI. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- a. The contractor is required to keep continuous & close liaison with the officials in charge of Corporation godowns, District Managers and other officials of OSCSC in respect of programme of lifting & transportation and ensure complete care of the stocks from the time of its loading till it is received in specified godowns/transported to specified places.
- b. The contractor shall always be bound to act with reasonable diligence and in a businesslike manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.
- c. The contractor shall engage competent and adequate staff 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.
- d. 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.

- e. The contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the CMR Packets during unloading from the vehicles at the RRC. 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.
- f. The contractor shall provide sufficient number of tarpaulins for each truck 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 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.
- h. The contractor shall strictly abide by all rules and regulations of RTA provided under the M.V Act., Police, Municipal Authorities and other local bodies.
- i. The contractor shall not load more than permissible quantity of CMR in each truck before transportation as provided under M.V. Act. If the contractor shall load the stocks beyond permissible limit provided under the statute, the contractor shall be responsible for such violation of statute & any consequential penalty thereof. The Corporation shall not be liable for such act of contractor.
- j. The contractor shall be responsible for keeping a complete and accurate account of CMR received & delivered at RRC by him and shall render accounts and furnish returns and statements in such a manner as may prescribed by the Managing Director or the Officer acting on his behalf.
- k. The contractors shall be responsible for the safety of the CMR while in transit through their trucks to specified Godowns/RRC. They shall provide tarpaulins on decks of the trucks, so as to avoid damage of the CMR. They shall also exercise adequate care and take precautions to ensure that the CMR is not damaged while in



transit in their trucks to specified Godowns. They shall deliver the equal quantity of CMR as received by them before transportation. 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.

1. 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.
- m. The contractor shall, whenever required, supply petromax lamps for carrying out work during night.
- n. **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 un-workman like performance of 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.
- o. The contractor shall display prominently on their trucks sign boards/banners painted in black and white indicating that the "CMR stocks belong to OSCSC Ltd." 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 of any truck if the contractor does not display prominently the sign boards/banners of the aforesaid type.
- p. **Failure to comply any or all of the conditions of the agreement shall render the contractor to liquidate 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 forfeiture of security money and liquidated damages.**



- q. The contractor shall obtain transit insurance coverage of the CMR stocks at economic cost in the name of OSCSC Ltd. covering all type of risks from the point of loading to truck still the stock is unloaded at specified RRC. No shortage of CMR will be admissible during transit that may happen due to theft/fire/accident/riot/ flood or any other natural and unforeseen happenings. It shall be the duty of contractors to make adequate transit insurance coverage to cover the full value of stocks (economic cost) transported. Any loss in quality and quantity of CMR during transportation shall be recovered from the contractor. Recovery shall be made at economic cost of the CMR notified by Government of India and all expenses incurred thereon.
- r. 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.
- s. If required, so the contractor shall submit the stamped receipts of different check gates located enroute in proof of transportation for release of his bills.
- t. The contractor has to obtain a license from Licensing Authority i.e. Principal Secretary, 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.
- u. 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 replace with a new one within 24 hours of development of any defect.
- v. OSCSC Ltd. reserves the right to amend the tender conditions at any time during the currency of contract, which shall be binding on the contractors.

XXII. JURISDICTION OF THE COURT:

- a. In the event of any dispute covering or arises out of this contract/agreement the jurisdiction of the court shall be at Bhubaneswar & it is hereby expressly agreed that neither party shall be competent to bring any case/suit in regard to the matters covered by this agreement at any place outside Bhubaneswar.



- 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)	EMD (3% of Estimated Value or 2.00 Lakh whichever is higher) (Rs. In Lakhs)	Security Amount (In Rs.)		Additional Security Deposit, if applicable in shape of D.D / FDR (Rs. In Lakh)
						D.D. / FDR (5% of Estimated Value)(Rs. In Lakhs)	BG (10% of Estimated Value)(Rs. In Lakhs)	
1	Sambalpur	Angul	16500	138.32	4.15	6.92	13.84	
2	Boudh	Cuttack	13000	134.16	4.02	6.70	13.40	
3	Dhenkanal	Cuttack	6500	20.71	2.00	1.75	3.25	
4	Koraput	Gajapati	7000	85.68	2.57	4.28	8.56	
5	Nabarangpur	Gajapati	4000	55.68	2.00	2.78	5.56	
6	Bargarh	Jagatsinghpur	8000	118.68	3.56	5.93	11.86	
7	Sambalpur	Kendrapara	17700	245.07	7.35	12.25	24.50	
8	Bargarh	Keonjhar	8000	102.14	3.06	5.10	10.20	
9	Jharsuguda	Keonjhar	10000	110.88	3.33	5.54	11.08	
10	Sambalpur	Keonjhar	5500	58.34	1.75	2.92	5.84	
11	Subarnapur	Mayurbhanj	20000	384.42	11.53	19.22	38.44	
12	Koraput	Rayagada	14000	94.73	2.84	4.74	9.48	
13	Nayagarh	Puri	10000	61.11	2.00	3.06	6.12	
14	Sambalpur	Sundargarh	16500	80.39	2.41	4.02	8.04	



APPENDIX-II

CHECKLIST

DOCUMENTS TO BE UPLOADED

Sl. No.	Name of the Document	Put “√” mark
1	Tender Submission Undertaking – <i>Annexure-1</i>	
2	Capability Certificate from the Bank (In the model format as at <i>Annexure-2</i>)	
3	Certificate of experience on transportation of food grains in three financial years from among last four consecutive financial years i.e. 2017-18, 2018-19, 2019-20 & 2020-21 (In the model format as at <i>Annexure-3</i>) Or 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 Bidder (In the model format as at <i>Annexure-4</i>)	
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 <i>Annexure-5</i>)	
6	Affidavit on tender submission and abiding by the terms and conditions of tender (In the model format as at <i>Annexure-6</i>)	
7	Copy of Registered Partnership Deed/ Articles of Association & Memorandum of Association /Bye-laws/ Certificate of Registration, in case of Company etc. as applicable.	
8	Power of Attorney in submitting the Tender Paper on behalf of Partnership firm / Company etc.	
9	Statement of Bank Account of last three-months preceding to publication of Tender Call Notice.	
10	Copy of document in support of deposit of Tender Document Fee & EMD	
11	Copy of last three years Income tax return for the Assessment Years such as AY-2018-19, AY-2019-20 & AY-2020-21, copy of PAN Card & GST Registration Certificate.	
12	Copy of duly audited Balance Sheet, P & L Account of the financial year 2017-18, 2018-19 and 2019-20.	
13	Registration Certificate under “The Carriage by Road Act’ 2007” & “The Carriage by Road Rule’ 2011”	
14	Copies of the R.C. Book of five heavy vehicles registered in the name of the Bidder along with copies of the Fitness Certificates of said vehicles as per Clause-6 of the Tender document.	



15	Affidavit by the Partner in case of Partnership firm or Director in case of Company for use of their vehicle by the firm/company	
16	Appendix-II duly filled in and signed.	
17	Signed copy of corrigendum / Addendum if any as per Clause-C (vi)	

N.B:

1. The scanned copies of documents in PDF format (printable in A4 Size paper) shall be submitted online alongwith the tender, otherwise the bidder shall be treated as disqualified in TECHNICAL BID.
2. It is the responsibility of the bidder to upload all the required supporting documents as detailed in this tender documents failing which his/her bid shall be treated as non-responsive.
3. All documents to be self-attested by the Bidder and affidavits are to be submitted in original

Date:

Signature of Bidder / 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. I 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.

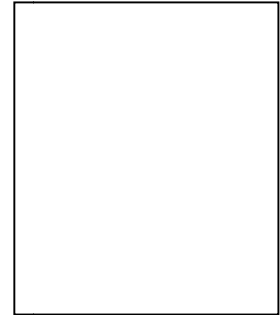
V **PRESERVATION OF REGISTERS:**

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 Ltd.,

Valid from _____ to _____

(Ref. No. _____)

General Manager (PDS)

OSCSC Ltd., Bhubaneswar

Place :

Date :



APPENDIX - III (b)

FORM -I

REGISTER OF FINES

Sl. No	Name	Father's/ Husband's name	Sex	Department	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	Remarks



APPENDIX - III (c)

FORM -II

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

Sl. No .	Name	Father's / Husband's name	Sex	Department	Damage of loss caused with date	Whether worker show caused against deduction, if so, enter date	Date and amount of deduction imposed	Number of instalment, if any	Date on which total amount realized	Remarks



Annexure-1

TENDER SUBMISSION UNDERTAKING

**FOR APPOINTMENT OF TRANSPORT CONTRACTORS FOR TRANSPORTATION
OF CUSTOM MILLED RICE (CMR)**

1. Name of the bidder:

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 Bidder: (Attach certified copy of statement of A/c for the last three
months)



7. Address & Telephone Number of Banker: _____

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

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 Transport Contractor for transportation of CMR by road for following source – recipient district.

Sl. No.	Source District	Recipient District



2. I/We have thoroughly examined and understood instructions to bidders, terms and conditions governing contract given in the notice inviting tender, invitation to tender titled as General Information, instructions to bidders and those contained in general conditions of contract and its appendixes, and schedules and agree to abide by them.
3. 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 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 (SoR / ASoR / BSoR).
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 Ltd. or not.
8. I/We have not 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.
9. I/We hereby declare that contract with the Odisha State Civil Supplies Corporation Ltd. has not been terminated by the Corporation before the expiry of contract period at any point of time during last 5 years.



10. I/We 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.
11. 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.
12. Required documents as per ***Appendix-II (Checklist)*** are enclosed with this tender duly filled and signed.

I/we certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, 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 bidder
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 :



Annexure-2

Capability Certificate

Bank:

Branch:

Phone No.

E Mail

Letter 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 up to a sum of Rs (Rupees crore only) and has financial ability to meet the expenses up to the amount indicated above.

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

Branch Manager/Authorised Signatory

(Seal & Signature)

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



Annexure-3

Experience Certificate

This is to certify that as per information available on record, M/s_____ of _____ (full address), is a transport contractor of this organization for transportation / handling & transportation of food grains by road for the period from _____ to _____ (mention period of contract).

During the above contract period M/s_____ has transported _____ MT of food grains and transportation/ handling & transportation charges of Rs. _____ is paid /payable to the transport contractor for such work. The year wise breakup is as below.

Year	Quantity Transported in MT	Transportation/ Handling & Transportation Charges

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.



Annexure-4

Before the Executive Magistrate/ Notary Public Sri

AFFIDAVIT

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

- 1) That pursuant to the tender call notice dt.25.06.2021 of OSCSC Ltd. for appointment of Transport Contractor for 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-B (xii) (g) of tender documents and my other agreements with OSCSC shall also be liable for termination. Apart from above, my EMD/Security Deposit may also be forfeited.

Identified by me

Deponents

Advocate

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

Deponent

Executive Magistrate/Public Notary

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



Annexure-5

(DECLARATION OF FAMILY MEMBERS/ PARTNERS/ DIRECTORS)

Before the Executive Magistrate/ Notary Public Sri _____

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 State Level Transport Contractor under this tender process, if s/he or any of her/his family members has a commercial interest in a business relating to Handling Contractor/ Level-II Transport Contractor / PEG Go-down Lessor and/or custom milling of rice for OSCSC Ltd. for the recipient district and MDM Transport Contractor / SNP Transport Contractor for the 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 Handling Contractor/ Level-II Transport Contractor / PEG Go-down Lessor and/or custom milling of rice for OSCSC Ltd. for the recipient district and MDM Transport Contractor / SNP Transport Contractor 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 Handling Contractor/ Level-II Transport Contractor / PEG Go-down Lessor and/or custom milling of rice for OSCSC Ltd. for the recipient district and MDM Transport Contractor / SNP Transport Contractor for the 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-B (xii) (g) of tender documents and my other agreements with OSCSC shall also be liable for termination. Apart from above, my EMD/Security Deposit shall also stand forfeited.

Identified by me

Deponents

Advocate

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

Deponent

Executive Magistrate/Public Notary

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



Annexure-6

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

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

- 1) That pursuant to the e- tender call noticedt.25.06.2021 of OSCSC Ltd. for selection and appointment of Transport Contractors for inter-district transportation of Custom Milled Rice (CMR) from source districts to recipient districts in the State of Odisha, I/my firm/company am/is a bidder and I am participating in the said tender process.
- 2) That I/We have thoroughly examined and understood instructions to bidders contained in the Tender No.8703/P-II/76/2021/PDS Dated.25.06.2021 including subsequent corrigendum issued, terms & conditions governing contract given in the notice inviting tender, invitation to tender titled as General Information, instructions to bidders i.e (those contained in general conditions of contract and its appendices and schedules) consisting of 70 pagesand agree to abide by them.
- 3) That I/we hereby agree to submit and upload digitally Appendix-II and Annexures (1 to 6) only. And the original of the documents will be produced before the tender committee as specified in the NIT.
- 4) That this affidavit is required to be submitted for each source-recipient district combination.
- 5) That this affidavit is submitted for transportation of food grain from _____ (source district) to _____ (recipient district).
- 6) That the facts stated above are true to the best of my knowledge and belief. if the above declaration is found false/ not true during the scrutiny of tender or the currency of the contract, I shall be liable for punishment for such breach of the contract as per Clause-B (xii) (g) of tender documents and my other agreements with OSCSC shall also be liable for termination. Apart from above, my EMD/Security Deposit shall also stand forfeited.

Identified by me

Deponents

Advocate



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

Deponent

Executive Magistrate/Public Notary

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



PART-II

FINANCIAL BID

INSTRUCTIONS

Distance Range	Schedule of Rate (In Paisa PQ PKm)
0-50 Km	73.25
51-100 Km	58.00 subject to minimum of T.C. for 50 Kms.
101-200 Km	50.50 subject to minimum of T.C. for 100 Kms.
201-300 Km	48.00 subject to minimum of T.C. for 200 Kms.
301 Km & above	43.00 subject to minimum of T.C. for 300 Kms.

- a) Rate for transportation shall be mentioned for source-recipient district combination as prescribed in the specified location only in the protected Bill of Quantities (**online BoQ**). Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (online BoQ) by the bidder shall result in disqualification of the bidder. Rate includes all taxes, duties, cess etc. and no other charges would be payable.
- b) Rate shall be quoted for transportation of CMR from source – recipient district combination at either Schedule of Rate (SoR) or Above Schedule of Rate (ASoR) or Below Schedule of Rate (BSoR).
- c) Only the FINANCIAL BID of a qualified bidder on scrutiny of TECHNICAL BID shall be considered and opened.
- d) Bidders are to submit only the original BoQ (in .xls format) uploaded by Officer Inviting Tender after entering the relevant fields without any alteration/ deletion / modification.
- e) Multiple BoQ submission for a specified source-recipient district combination by bidder shall lead to rejection of tender.
- f) **Instruction for Filling-up of BoQ Formats:-**
The details of instruction for filling-up of BoQ format is given as under.
1. The bidder is required to follow the SoR mentioned in the tender document.



2. The SoR has been reflected in the BoQ format in the text row.
3. The bidders are required to fill-up the BoQ format in the active cells only.
4. The bidder is required to move its cursor to the row mentioned as 'Quoted Rate in Figures' and then move to the select option to choose any one of the drop-downbox i.e. 'excess' or 'less'.
5. Then the bidder shall move to the next column i.e. 'Percentage rate' to choose the percentage option then enter a valid percentage rate.
6. Such valid percentage rate shall mean either excess or less as pre-filled by the bidder.
7. In case the bidder desires to quote the rate at par with the SoR, then the bidder needs to quote 0% in the desired column on selecting either 'excess' or 'less' in the drop-down box.
8. In case the bidder fails to quote any percentages in the desired active cell or leaves the cell as blank, then the bid shall be treated as non-responsive bid or cancelled bid.
9. The rate to be quoted in percentile only in the prescribed 'BoQ' format only. Such percentile quoted in the desired column shall be the decision factor to find out the L1 bidder in the tendering process. The rate quoted other than the BoQ format shall not be considered at this end.
10. Any further clarification as will be required by the bidder during the bidding process or during filling up of BOQ format, may contact the Officer inviting the bid / GM (PDS) OSCSC Ltd. during official hour. The BoQtemplet is given below for reference only.

<input type="button" value="Validate"/> <input type="button" value="Print"/> <input type="button" value="Help"/>	Percentage BoQ		
Tender Inviting Authority: MANAGING DIRECTOR OSCSC LTD. BHUBANESWAR			
Name of Work: Selection and appointment of transport contractors for inter-district transportation of Custom Milled Rice (CMR) from source district to recipient district in the State of Odisha			
TENDER No. Dated:			
Name of the Bidder/ Bidding Firm /			
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) Distance Range & Schedule of Rate (In Paisa PQ PKM) Distance Range 0-50 Km Schedule of Rate (In Paisa PQ PKM) - 73.25 Distance Range 51-100 Km Schedule of Rate (In Paisa PQ PKM) - 58.00 (subject to minimum off.C. for 50 Kms.) Distance Range 101-200 Km Schedule of Rate (In Paisa PQ PKM) - 50.50 (subject to minimum of T.C. for 100 Kms.) Distance Range -201-300Km Schedule of Rate (In Paisa PQ PKM) - 48.00 (subject to minimum of T.C. for 200 Kms.) Distance Range -300 Km & above Schedule of Rate (In Paisa PQ PKM) -43.00 (subject to minimum of T.C. for 300 Kms.)			
Sl. No.	Item Description	Choose Excess / Less	Quote Percentage
1	Transportation of Custom Milled Rice (CMR) from source districts to recipient districts		
1.01	Source District- Recipient District-		
Quoted Rate in Figures		Select	

N.B.

The protection of minimum TC shall only be available to the Transport Contractor for the particular district unit he/she has been appointed.



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.

J. K. Sahoo



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 :
- A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - 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.

Lalitha



- 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**.

Jaluka



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 :

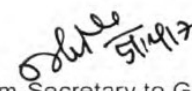
- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suomoto 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>
--	---	--

For Review