



ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

(A Govt. of Odisha Undertaking)

Registered Office: C/2, Nayapalli, Bhubaneswar-751012

CIN:U51211OR1980SGC000894Tel No:0674-2395391,

Fax No:0674-2395291,website:www.OSCSC.in

Tender No:- 13688/OSCSC/GS/GNY/003/2024 Dated : 14.11.2024

RE-TENDER CALL NOTICE FOR ENGAGEMENT OF TRANSPORT CONTRACTORS

Managing Director, Odisha State Civil Supplies Corporation Ltd., invites tenders in Double Cover System through **ONLINE MODE ONLY** for the works below:

Name of the work: Selection and engagement of transport contractors for road transportation of new B-twill Gunny bales (one bale contains 500 bags) from different jute mills located in Andhra Pradesh & Odisha to custom millers premises/private hired go-downs / OSCSC Ltd. own go-downs/ hired go-downs of CWC & OSWC located in different districts in the State of Odisha.

Sl No	Event Description	Date
1	Availability of bid document in the portal	From date 18.11.2024
2	Date, time and venue for pre-bid conference.	Date 25.11.2024 at 4.00 P.M. ,Conference Hall, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012
3	Last Date and time for receipt of bids in the portal	dt. 09.12.2024 up to 5.00 P.M.
4	Date and Time of Opening of Technical Bid	dt.10.12.2024 at 11.00 A.M.
5	Opening of Financial Bid	To be announced after technical bid evaluation. (Only of Technically Qualified Bidders)

Name and address of the officer inviting Tender:- Managing Director ,Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.) C/2, Nayapalli, Bhubaneswar – 751012.

Tender Documents & other details can be seen from the e-procurement portal <https://tendersodisha.gov.in>, www.oscsc.in and www.foododisha.in. Amendments /corrigendum/cancellation/ retenders etc. if any shall be published only in above websites.

By order of Managing Director

**Sd/-
Manager(Accounts)
OSCSC Ltd.**

Memo No: 13689

Dt.14.11.2024

Copy along with copy of enclosures forwarded to IT section OSCSC Ltd./PST,FS & CW Department for hosting the Tender call notice in the official website /Establishment Section for Notice Board of the OSCSC Ltd.for wide publication .

**Sd/-
Manager(Accounts)
OSCSC Ltd.**



**ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.
C/2, NAYAPALLI, BHUBANESWAR**

Tender No:- 13688/OSCSC/GS/GNY/003/2024 Dated : 14.11.2024

E-TENDER DOCUMENTS

ENGAGEMENT OF TRANSPORT CONTRACTORS FOR ROAD TRANSPORTATION OF NEW B-TWILL GUNNY BALES FROM DIFFERENT JUTE MILLS LOCATED IN ANDHRA PRADESH & ODISHA TO CUSTOM MILLERS PREMISES/PRIVATE HIRED GODOWNS/OSCSC LTD. OWN GODOWNS/HIRED GODOWNS OF CWC & OSWC LOCATED IN DIFFERENT DISTRICTS IN THE STATE OF ODISHA THROUGH E-TENDER.

Issued by:

**Managing Director
Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.)
C/2, Nayapalli, Bhubaneswar - 751012**



NOTICE INVITING TENDER

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

Tender No:- 13688/OSCSC/GS/GNY/003/2024 **Dated : 14.11.2024**

Online Tenders are invited from eligible Bidders for selection and engagement of transport contractors for road transportation of new B-twill Gunny bales (one bale contains 500 bags) from different jute mills located in Andhra Pradesh & Odisha to custom millers premises/private hired godowns / OSCSC Ltd. own godowns/ hired godowns of CWC & OSWC located in different districts in the State of Odisha.

1	Availability of tender documents	From Date 18.11.2024 Downloadable from website: www.oscsc.in , www.foododisha.in & www.tendersodisha.gov.in
2	Date, time and venue for pre-bid conference.	On dt.25.11.2024 at 4.00 P.M., 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 P.M. of dt.09.12.2024
4	Date, time and venue for opening of Technical Bid by the Tender Committee	On dt.10.12.2024 at 11.00 A.M., 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.12.12.2024 at 11.00 A.M. onwards OSCSC Conference Hall
6	Date & time of Financial Bid opening by the Tender Committee	To be announced after technical bid evaluation. (Only of Technically Qualified Bidders)
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 180 days inclusive of date of opening of tender.
9	Language of the Tender	The tender should be prepared by the bidder in English language only.
10	Help Desk telephone no	(i) OSCSC Ltd. :- Manager (Accounts) :- 9437050768 (ii) State Procurement Cell:-0674-2530998 / 18003456765
11	Cost of Tender Document	The cost of the tender document is Rs.2950/- Inclusive of GST for each source state -recipient zone unit (through online mode).



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

(By Order of Managing Director)

**Sd/-
(Manager Accounts)
OSCSC Ltd., Bhubaneswar**



ODISHA STATE CIVIL SUPPLIES CORPORATION

PLOT NO.C/2, NAYAPALLI, BHUBANESWAR-12

Tender No:- 13688/OSCSC/GS/GNY/003/2024 Dated : 14.11.2024

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.

The Cost of Tender Document is Rs.2950/- (Rupees Two Thousand Nine Hundred Fifty only) Inclusive of GST (Non-refundable) for each source state -recipient zone unit. The Bidders will be required to pay through on-line mode.

1. Introduction-

1.1 About OSCSC:

Odisha State Civil Supplies Corporation Ltd. (OSCSC) is a fully owned State Government Corporation registered under Companies Act 1956. It intends to select and appoint transport contractors for road transportation of new gunnies in bales from different jute mills located in different States to Custom Millers premises/private hired godowns/OSCSC's own godowns/hired godowns of CWC&OSWC etc., located in different districts in the State of Odisha.

1.2 Objective of the Tender:

Odisha State Civil Supplies Corporation Ltd. (OSCSC) intends to engage transport contractors for transportation of new B-Twill Gunny bags contained in bales (500 bags per bale) by road from different Jute Mills located in the States of Andhra Pradesh & Odisha as assigned by Jute Commissioner/ Managing Director/ Manager(Accts)/ District Managers of OSCSC Ltd./ or any other officer authorised by Managing Director, to the premises of Custom Millers/ Private hired godowns/OSCSC's Own Godowns/ Hired Godowns of CWC & OSWC etc. located in different districts in the State of Odisha as indicated in Para-2. The volume of B-Twill Gunny bales to be transported at one time shall vary as per need from time to time & as per Production-cum-Supply orders issued



by Jute Commissioner on the jute mills of concerned States from where the Bidder intends to make transportation and OSCSC does not guarantee any quantity for such transportation.

1.3 **Fact Sheet:**

This **Fact Sheet** comprising important factual data of the tender is as below for quick reference of the interested Bidders.

Particulars	Description in Short
Scope of the Tender	Transport contractors will be engaged for road transportation of assigned quantity of new B-Twill Gunny bags contained in bales (500 bags per bale) by road from different Jute Mills located in the States of Andhra Pradesh & Odisha to the premises of Custom Millers/ Private hired godowns/OSCSC Ltd. Own Godowns/ Hired Godowns of CWC & OSWC located in different districts in the State of Odisha as enumerated in table under Para 2 .
Eligibility of the Bidders	The Bidder being a company registered under Companies Act in India or a partnership firm or a proprietorship firm registered under relevant acts in India may apply for this tender, provided it fulfils necessary eligibility criteria as prescribed under different paragraphs of these tender documents.
Method of Selection	Least Cost Based Systems (LCBS) shall be used to select the transport contractor. Two bids system will be followed namely Technical Bid& Financial Bid. The Bidder needs to qualify in the Technical Bid for consideration of his financial Bid opening.
Tender Document fees	Tender documents can be downloaded from the website. The Bidders are required to deposit tender document fee of Rs.2950/- (Rupees Two Thousand Nine hundred fifty only) for each source state - recipient zone unit online only through a process as per works Department office Memorandum vide Letter No.17254 dated 05.12.2017 failing which the tender shall be rejected(Copy of the Memorandum is attached).
Earnest Money Deposit	Earnest money Deposit as prescribed in the Para-3.5



Particulars	Description in Short
(EMD)	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 tender shall be rejected (Copy of the Memorandum is attached).
Period of Contract	<p>The contract shall remain in force for a period of two years from the date of execution of service level agreement. However, the Managing Director, at his sole discretion , reserves the right :-</p> <ol style="list-style-type: none">To extend the period of contract for any further period beyond the original contract period up to one year on the same rates, terms and conditions.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. In such an event the transport contractor shall render complete account of gunnies Bales and any other information / documents in his custody and also arrange to complete that particular assignment as per the direction of the Managing Director, OSCSC Ltd., or any official on his behalf.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 for the remaining period of existing contract (if any) at approved L₁ rate.
Scope of Work	<p>A bidder may apply for more than one source state - recipient zone units but he will be selected for maximum two source state - recipient zone units as decided by OSCSC Ltd. As this is a re-tender invited, hence, the limitation of selection for maximum two source state-recipient zone units , shall be applicable to those bidders who have already been selected in earlier tender(if any) in others zones w.r.t. the tender No :- 10335/OSCSC/GUNNY/003/2024 , dt.28.08.2024.</p>



Particulars	Description in Short
Language of the Tender	The tender should be prepared by the Bidder in English language only.
Currency of the Tender	The Bidder should quote price in Indian Currency only. The offered price must include all the services to be performed at dispatching point, during transportation and at receiving point as indicated in various paras in these tender documents and all taxes, (excluding GST) insurance charges etc.
Validity Period	Tenders are to remain open for acceptance for 180 days inclusive of date of opening of tender.
Tender Submission:	To be submitted online using e-procurement portal < www.tendersodisha.gov.in >
Consortium/Sub-Contract	Consortium or sub-contract is strictly prohibited.
Addressee of the Tender Inviting Authority	Managing Director, Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.) Head Office, C/2 Nayapalli, Bhubaneswar - 751012

2. Scope of work.

- (i) Source States for dispatch of stock and different destination districts grouped into zones in which stocks shall be unloaded at various locations as cited in paragraph supra are as below:-

Sl. No.	Location of Jute mills (State)	Zone	Custom millers premises/ Private hired godowns/OSCSC Ltd. Own Godowns of CWC & OSWC located in following districts
1	Andhra Pradesh	B	Sambalpur, Jajpur, Angul, Kendrapada, Bhadrak & Jharsuguda, Bargarh, Sonapur, Boudh, Jagatsinghpur, Sundargarh, Deogarh, Keonjhar, Balasore & Mayurbhanj
2	Odisha	A	Balasore, Mayurbhanj, Bhadrak, Jajpur, Cuttack, Kendrapada, Jagatsinghpur, Keonjhar, Khordha, Puri, Nayagarh, Ganjam & Gajapati
		B	Angul, Dhenkanal, Deogarh, Boudh, Sambalpur, Kandhamal, Sonapur, Sundargarh, Bargarh, Bolangir, Jharsuguda, Kalahandi, Rayagada, Nuapada, Koraput, Nabarangpur & Malkangiri



ii) OSCSC does not guarantee any quantity for transportation. Considering urgency of requirement, the quantity of B-Twill Gunny bales shall be allotted to individual districts. The Bidder is required to acquaint himself with the past transportation trends & accordingly quote his rate. The projected district- wise transportation of new B-Twill Gunny bales is given in **Annexure-1**.

iii) The Bidder is required to get himself fully acquainted with the loading, unloading points & processes, distance involved from place of lifting to place of delivery of stock at Custom Millers premises/ Private hired godowns/OSCSC's Own Godowns/Hired Godowns of CWC & OSWC etc., labour charges at those godown points/custom miller premises, labour union problems, time required for loading and unloading etc. detention time, prevailing trend of inflation in fuel rates & quote his effective rate accordingly considering all those and any other factors considered relevant. No request for increase / decrease in the rate will be entertained once the tender is accepted. Services required to be performed under the contract are categorized in three parts as below.

Part-i (Service at Jute Mill point) – Supervision of timely and proper loading of B-Twill Gunny bales (500 bags of 50 KG. capacity per bale) to trucks shall be responsibility of the contractor.

Part-ii (Service in transit) - Safe and timely transportation of the B-Twill Gunny bales by road from Jute Mills located in the State from where the Bidder shall make transportation to Custom Millers premises/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC etc. located in the specified districts grouped into Zones in the state of Odisha for which the contractor agrees for transportation. The toll tax and any other taxes en-route shall be borne by the contractor. The contractor has to execute transit insurance for this purpose.

Part-iii (Service at delivery point) – Unloading of B-Twill Gunny bales from vehicle & stacking in the Custom Millers premises/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC etc. located in the specified districts groups in the state of Odisha for which the contractor agrees for transportation.

The Bidder shall take all those into consideration and quote his rates accordingly.



- iv) A bidder may apply for more than one source state - recipient zone units but he will be selected for **maximum two source state - recipient zone units** as decided by OSCSC Ltd.

For example a bidder can only be selected for source state - recipient zone units (i) Andhra Pradesh to Zone "B" & (ii) Odisha to Zone "A" only even if the bidder is found L₁ in more than two source state - recipient zone units.

As this is a re-tender invited, hence, the limitation of selection for **maximum two source state-recipient zone units**, shall be applicable to those bidders who have already been selected in earlier tender(if any) in others zones w.r.t. the tender No :- 10335/OSCSC/GUNNY/003/2024, dt.28.08.2024.

3. Instruction to Bidders.

3.1 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 onetime activity for registering in Portal. During registration, the Bidder has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class ([Class II (if the validity period not expired as per the recent notification issued by State Procurement Cell)] or Class III) issued from a registered Certifying Authority recognized 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 before specific period of time till the last date of submission of tenders as mentioned in the 'Notice Inviting Tender' after which the same will be removed from the list of Active tenders. Any bidder can view or download the tender documents from the website.
- iv. Furnishing scanned copy of all required documents is mandatory along with the tender documents otherwise his/her tender shall be declared as non-responsive and thus liable for rejection.
- v. Tender document Fees & Earnest money Deposit shall be in shape of payment through online system only through a process as per works Department office Memorandum vide Letter No.17254 dated 05.12.2017 failing which the bid shall be rejected (Copy of the Memorandum is attached).
- vi. A bid is said to be complete if accompanied by cost of tender document and EMD. The system shall consider only the last bid submitted through the e-Procurement portal.
- vii. In case of any failure, malfunction, or breakdown of the electronic system used during the e-tender process, the tender inviting authority shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.



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

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

(a) Part I : Technical Bid

(b) Part II : Financial Bid

x. **Contents of Technical Bid:**

The Bidder must submit the following 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 shall submit the financial bid online.
- b. 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)**.
- 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.
- d. The bidder shall quote consolidated rate in Rupees per bale inclusive of all taxes, duties, cess etc. confirming that no other charges would be payable to him/her.

3.2 **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 financial 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 uploading 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-tender 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, owning responsibility for their correctness/authenticity as per IT Act 2000. If any of the information furnished by the Bidder is found to be false/fabricated/bogus, OSCSC Ltd. 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 OSCSC Ltd. may have under the Contract and Law which includes debarment on participating in any tender of OSCSC for a period of 05 years.

3.3 **Submission of Tender:**

- i. 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.
- ii. 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.
 - iii. 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. The bidder shall 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. Use of DSC of appropriate class shall effect submission of documents.
 - iv. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
 - v. The bidder needs to upload the required documents, Annexures(2 to 6), Appendix-II and technical bid for consideration of his tender.
 - vi. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - vii. All credentials, documents and copies of certificate / information called for shall be submitted.
 - viii. **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.
 - ix. **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.
 - x. **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. After opening of Technical bid, no withdrawal of tender is allowed. If the bidder withdraws his/her tender, the EMD will be forfeited.

3.4 Tender Document Fees (Non-refundable)

Tender documents can be downloaded from the website. The Bidders are required to deposit tender document fee of Rs.2950/- (Rupees Two Thousand Nine hundred fifty only) for each source state - recipient zone unit online only through a process as per works Department office Memorandum vide Letter No.17254 dated 05.12.2017 failing which the tender shall be rejected(Copy of the Memorandum is attached).

3.5 Earnest Money Deposit (EMD)

- i. Each tender must be accompanied by an EMD of **Rs.5,00,000/-** (Rupees Five lakhs) or **3%** of the estimated value of contract, whichever is higher, for each source state - recipient zone 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.

Any conditional tenders shall be summarily rejected. EMD shall not be adjusted against security deposit. Successful Bidder shall deposit the full security deposit amount.

Tenders not accompanied with all required documents, Schedules / Annexures, not duly filled in or unsigned shall be liable for rejection.

3.6 Security Deposit:

- (i) Successful Bidder shall furnish security deposit as stipulated for each source state zone unit in the statement enclosed at **Appendix-I** of this document in the following manner.

10% of the estimated value of the contract in form of crossed **Demand Draft/** irrevocable and unconditional **Bank Guarantee** issued by any Scheduled Bank and drawn in favour of/ pledged to Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar, payable at Bhubaneswar. In case of Bank Guarantee, the same shall be enforceable till 60 days after the expiry of the contract period.

- (ii). Keeping in view of the actual transportation of B-Twill Gunny bales from source state – recipient zone units, 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.



- (iii). Security Deposit furnished by the contractor shall be subject to the terms and conditions contained in this tender document and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- (iv) If the successful 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.
- (v) If the successful Bidder fails to submit required Security deposit within the time prescribed by OSCSC Ltd., then he/she will be debarred / blacklisted from participation in any type of tender of OSCSC for a period of 5 years from the date of debarment.

3.7 Pre-Bid Conference & Clarifications:

- i. OSCSC shall hold a pre-bid meeting with the prospective bidders on dt.25.11.2024 at 4.00 P.M 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 Odisha State civil supplies corporation Ltd.(OSCSC Ltd.) through e-mail:- manager.accts.oscsc@gmail.com on or before dt. 25.11.2024 at 10.00 A.M.
- 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 Numbers (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 OSCSC.
- 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 documents by a corrigendum or addendum.

- b. The Corrigendum/Addendum (if any) will be posted on the www.tenderodisha.gov.in / www.oscsc.in / www.foododisha.in. 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.

3.8 Opening and Evaluation of Tender:

- i. The Tender shall be opened in the Conference Hall, 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 logging on to the portal with the DSC away from opening place. 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.

4. Evaluation of Tender

4.1. 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.

4.2. 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.

4.3. Authentication of Tenders:

The signatory to the tender shall be as per the provisions outlined in Para-6 of this tender document.

4.4 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.

4.5 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.

4.6 Evaluation of Financial Bid:

4.6.1 The Financial Bid submitted online as per the prescribed format by the technically qualified Bidders will be opened and the L1 Bidder will be the preferred Bidder.

4.6.2 Quoting of lowest rate does not confer any right for selection of the bidder at the rate quoted. Normally no negotiation with the bidders will be conducted after bid opening. However, in view of urgency in packaging of food grains (essential commodities), the Corporation may further examine the reasonableness of the offered rate and ask the lowest bidder for reduction of rate for early finalisation of tender process.

4.6.3 Quoting of same rates (L₁ only) by more than one bidders could be construed as an exceptional circumstance. In such cases, the bidder having highest average annual turnover during last three financial year i.e F.Y. 2020-21, 2021-22 and 2022-23 shall be considered for deciding the successful bidder. If the average



annual turnover during last three financial year happens to be same, in such case bidder having highest financial capability (furnished at **Annexure-3**), shall be considered for deciding the successful bidder.

5. Period of Contract:

The contract shall remain in force for a period of two years from the date of execution of service level agreement. However, the Managing Director, at his sole discretion, reserves the right :-

- i. To extend the period of contract for any further period beyond the original contract period up to one year on the same rates, terms and conditions.
- 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. In such an event the transport contractor shall render complete account of gunnies Bales and any other information / documents in his custody and also arrange to complete that particular assignment as per the direction of the Managing Director, OSCSC Ltd., or any official on his behalf.
- 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 for the remaining period of existing contract (if any) at approved L₁ rate.

6. OTHERS:

- A. 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 documents are set out below:

- (I) **Information about Bidder:** The Bidder must furnish full, precise, correct and accurate details in respect of information asked for in the tender documents failure of which the bid shall be rejected. If it is discovered after execution of agreement, the agreement will be terminated in addition to forfeiture of security.
- (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 documents on behalf of company shall be attached to the tender document and upload.

- (III) 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 registered Power of Attorney or produce false documents, his tender papers shall be liable for rejection, without prejudice to any other rights of OSCSC Ltd., 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 and 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.

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



B. QUALIFYING CONDITIONS AND SUBMISSION OF DOCUMENTS:

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

- i. The bidders quoting their rates for transportation from jute mills in any one or more locations of Andhra Pradesh & Odisha shall have to furnish financial capability of at least Rs. 1.00 crore from their Bankers. The bidders are to furnish financial capability certificate issued not prior to three months from publication of tender as per the sample format enclosed at **Annexure-3**.
 - ii. The bidder shall furnish Registration Certificate in support of their transportation work issued by the State Transport Authority (STA) or Regional Transport Authority (RTA).
 - iii. The bidders shall have experience in Transportation/ transportation & Handling of foodgrains / B-Twill Gunny bales/any packaging material and they shall have carried out transportation / transportation & Handling of foodgrains / B-Twill Gunny bales/ any packaging material at least having average annual turnover of Rs. 2.00 Crore in last three financial years i.e. F.Y.2020-21,2021-22 & 2022-23 in any State/Central Government PSU, State / Central Government Agencies or State Government/Central Government. In case of partnership, only experience of firm will be considered and experience of individual partners shall not be considered.

(Average annual turnover shall be calculated for the said three financial years).
- The bidders shall furnish experience certificate as per sample format enclosed at **Annexure-4** from the concerned organisation.
- iv. The Bidder shall furnish audited Balance Sheet and profit loss Account for last three financial years i.e. F.Y.2020-21,2021-22 & 2022-23 .
 - v. The Bidder shall furnish an affidavit in the prescribed format (enclosed at **Annexure-5**) declaring on not being blacklisted /convicted / vigilance case pending/ forfeiture of EMD and Security Deposit.
 - 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 three years Income tax return for the Assessment Years such as AY-2021-22 , AY-2022-23 & AY-2023-24 and copy of PAN Card & Copy of GST Registration Certificate.
- x. 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).
- xi. The bidder shall have minimum 5 (five) number of heavy vehicles with carrying capacity of 9 M.T. or more at a time. (Details may be referred at Clause-6).
- xii. 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:

- a. The Motor Transport Workers Act, 1961
- b. The license or renewal license under Shops & Commercial Establishments Act, as applicable.
- c. Labour License under the provisions of: **"The Contract Labour (Regulation & Abolition) Act, 1970"**
- d. EPF/ESI Registration Certificate.

C. DISQUALIFICATION:

- i. Any person/firm/company who has been blacklisted /debarred in any manner whatsoever by any State/UT and/or Central Government in India / any PSU on any ground including but not limited to indulgence in corrupt practice ,fraudulent practice ,coercive practice, undesirable practice or restrictive practice in the last five years up to date of submission of bid or the blacklisting shall not be in force till the submission of the bid, if awarded, prior to said five years will be ineligible.
Either the company/firm or any of it's director/s or partner/s have been convicted by any court of law or any criminal case pending against them before court of law will be ineligible.
- ii. 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.
- iii. 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.

- iv. Any bidder whose contract with Odisha State Civil Supplies Corporation Ltd. has been terminated by the Corporation before the expiry of the contract period at any point of time during last five years, will be ineligible.
- v. Failure to submit any document prescribed in the tender shall result in rejection of tender.
- Vii. OSCSC 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 complete failure to transport and deliver any consignment or failure to discharge any assigned work by the Corporation.
- viii. 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.

D. REQUIREMENT / ARRANGEMENT OF VEHICLES:

- a) The Bidder shall work out the requirement of trucks, depending upon volume of work / specified godowns taking into consideration the distance to transport and the time required for transportation and shall ensure that the required number of trucks are arranged by him at short notice for smooth and timely transportation of B-Twill Gunny bales as per direction issued to him by concerned officials of the Corporation.
- b) The bidder shall have minimum 5 (five) number of heavy vehicles with carrying capacity of 9 M.T. or more at a time.
- 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 the firm and/or in the name of any of the partner(s). 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.

- f) If it is found that the transporter has failed to transport the goods in due time as intimated by the Corporation or has taken unduly long time for transportation of goods then penalty as may be decided by the Corporation shall be recovered from the contractors bill and security deposit. In addition the Corporation shall have the right to forthwith terminate the contract in such cases and the amount remain unrecoverable after forfeiture, OSCSC Ltd., reserves right to initiate any legal action against the contractor-

E. CORRUPT PRACTICES:

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

F. 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 an 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.
- ii. The successful bidder shall be advised of the acceptance of his tender by a letter / fax / e-mail. Where acceptance is communicated by fax / e-mail the same shall have to be acted upon immediately, without waiting for the post copy in confirmation.

G. 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 passport size self-attested photographs.

- (ii). In view of urgency in transportation of B-Twill Gunny bales/bags for packaging of food grains, the Agreement shall be executed within seven days on acceptance of tender or any such extended time, if any duly extended by the Corporation failing which the EMD of the bidder shall be forfeited.
- (iii) The Agreement shall be executed within such time as may be decided by OSCSC Ltd. considering the urgencies of work, failing which the Contract shall be liable to be rescinded solely at the discretion of Managing Director. In such case the declaration in respect of Earnest Money Deposit will be invoked at the discretion of Managing Director.
- (iv) In case of any clear indication of cartelization, the OSCSC shall reject the tender(s).
- (v) 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, OSCSC shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the OSCSC may have under the contract and law and as per Clause- 6 (A) (I) of the tender documents.

Sd/-

Manager (Accounts)
OSCSC Ltd., Bhubaneswar



PART-I

DETAILED TERMS AND CONDITIONS FOR ENGAGEMENT OF TRANSPORT CONTRACTORS FOR TRANSPORTATION OF B-TWILL GUNNY BAGS IN BALES

TECHNICAL BID

Odisha State Civil Supplies Corporation Ltd. [hereinafter referred as OSCSC] intends to engage Transport Contractors for transportation of B-Twill Gunny Bales by Road from Jute Mills located in the Source States such as Andhra Pradesh / Odisha, from where the Bidder intends to make transportation to Custom Millers premises/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC located in the specified districts group in the state of Odisha as given below :-

Sl. No.	Location of Jute mills (State)	Zone	Custom millers premises/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC located in following districts
1	Andhra Pradesh	B	Sambalpur, Jajpur, Angul, Kendrapada, Bhadrak & Jharsuguda. Bargarh, Sonepur, Boudh & Jagatsinghpur, Sundargarh, Deogarh, Keonjhar , Balasore & Mayurbhanj
2	Odisha	A	Balasore , Mayurbhanj. Bhadrak, Jajpur, Cuttack & Kendrapada, Jagatsinghpur, Keonjhar, Khordha, Puri, Nayagarh ,Ganjam,& Gajapati
		B	Angul, Dhenkanal ,Deogarh , Boudh, Sambalpur, Kandhamal , Sonepur, Sundargarh, Bargarh, Bolangir Jharusguda, Kalahandi, Rayagada, Nuapada, Koraput, Nabarangpur & Malkangiri

Terms & conditions governing the contract

I. Definitions:-

- The term '**Contract**' shall mean and include the notice inviting tender, invitation to tender, incorporating the instructions to Bidder, the tender documents, its annexures, appendices and schedules, acceptance of tender agreement executed with transporter and such general and special conditions as may be added to it as & when required.



- ii) The term '**Bidder**' shall mean and include the person or persons, firm or company participating in the tender including their heirs, executors, administrators, successors and their permitted assigns, as the case may be;
- iii) The terms '**Corporation**', OSCSC Ltd., OSCSC, shall mean the Odisha State Civil Supplies Corporation Limited established under Indian companies Act 1956 and shall include its Managing Director and its successor or successors and assigns.
- iv) The term '**Managing Director**' shall mean the Managing Director of the Odisha State Civil Supplies Corporation or any authorized officer to act on his behalf for a specific work.
- v) The term "**Govt.**" means Government in Food Supplies & Consumer Welfare Department of Government of Odisha, Bhubaneswar.
- vi) '**District Manager**' shall mean the District Managers of OSCSC, working in a Revenue District. The term District Manager shall also include every other officer who is representative of the District Manager.
- vii) The terms "**contractor**", **contractors**, '**Transport Contractor**' shall mean and include the person(s), Firm, or Company, with whom the contract has been placed including their heirs, executors, administrators and successors and the permitted assignees as may be, appointed by OSCSC Ltd. for transportation of New B. T Will B-Twill Gunny bales (500 bags of 50 KG. Capacity per bale) by Road through trucks.
- viii) '**Tender Committee**' shall mean a committee consisting of members from the officers of OSCSC Ltd., Head office duly authorized by Managing Director, OSCSC Ltd., for the selection of Transport Contractors through tender process for road transportation of new B-Twill Gunny bales.
- ix) The term '**Nonperforming / Defaulting Contractor**' shall mean a contractor who fails to discharge his/her legitimate obligation / duty / responsibility as per terms of agreement.

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 they are Sole Proprietary concern or registered partnership firm or private limited company or a public limited company in India. The composition of the partnership names and addresses of all partners, names and addresses of all Directors of Companies shall also 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 lie. 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 / company 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. SUB LETTING:

The contractor shall not sublet, transfer or assign the contract or any part thereof. **In the event of the contractor contravening this condition, the Corporation shall be entitled to place the contract elsewhere on the contractors account and at their**



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

V. RELATIONSHIP WITH THIRD PARTIES:

OSCSC LTD. does not assume liability for any third party claims for damages arising out of this Agreement.

VI. LIABILITY FOR PERSONNEL:

Selected bidder shall bear sole responsibility for payment of its Personnel performing the Services under this assignment. The OSCSC Ltd., in no way is responsible for any claims, rights of any of Selected bidder's personnel/employees deployed under this agreement. In respect of any of Selected bidder employees/personnel, Selected bidder will bear exclusive responsibility for the payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees provident fund, ESI Act etc. and all taxes including but not limited to income tax, National Insurance or social security contributions within any relevant jurisdiction, pension benefits, any health or other welfare benefits, and any other liability, deduction, contribution, assessment or claim arising from or made in connection with payments made by OSCSC Ltd. to Selected bidder. Selected bidder may agree that it will defend, indemnify and hold harmless OSCSC Ltd., and its officers, employees, successors and assigns against any claims made by a relevant tax authority relating to selected bidder's fees, tax, insurance or benefits arising out of or in connection with selected bidder's performance of this assignment.

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 of any loss or damage resulting from such cancellation by the contractor.



VIII. PERIOD OF CONTRACT:-

The contract shall remain in force for a period of two years from the date of execution of service level agreement. However, the Managing Director, at his sole discretion, reserves the right:-

- i. To extend the period of contract for any further period beyond the original contract period up to one year on the same rates, terms and conditions.
- 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. In such an event the transport contractor shall render complete account of gunnies Bales and any other information / documents in his custody and also arrange to complete that particular assignment as per the direction of the Managing Director, OSCSC Ltd., or any official on his behalf.
- 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 for the remaining period of existing contract (if any) at approved L₁ rate..

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 Para-3.6.(i) or Appendix-I as applicable in view of urgency in transportation of B-Twill Gunny bags/bales for packaging of food grains
- 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 contractor 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 this tender document, Managing Director, shall have the right to forfeit 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 then 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 sum found not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due.
- g) 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, OSCSC Ltd. shall proceed for engagement 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.
- h) 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.

X. LIABILITY OF CONTRACTORS FOR LOSSES SUFFERED BY OSCSC.

- 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 occasioned 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 contractor under this or any other contract with the Corporation as aforesaid, the balance of the total sum claimed and recoverable from the contractor as aforesaid shall be deducted from the security deposit. 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 labour, sufficient trucks etc. and / or their failure to perform any of the services mentioned in this document efficiently and to the entire satisfaction of the Managing Director or any officer acting on his behalf, **the Managing Director shall, without prejudice to other rights and remedies under this agreement, have the right to levy liquidated damages from the contractor a sum of Rs.100.00(Rupees One hundred) per day or part of a day of the default as the Managing Director in his absolute discretion may determine, subject to the total compensation/liquidated damages during the duration of the contract not exceeding 50% of the transportation cost.** 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 compensation/liquated damages and as to the quantum of such compensation/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.

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 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 poor workmanship in any of the services under the contract.
- d) The contractor shall be responsible to supply trucks or any other transport vehicle for transport & carrying out any other services under the contract in accordance with the instructions issued by the Managing Director or any Officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of trucks in due time, the Managing Director shall, at his sole discretion without terminating the contract be at liberty to engage other trucks etc. at the risk and cost of the contractors, who shall be liable to make good to the OSCSC all additional charges, expenses, cost or losses that the OSCSC may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Managing Director shall be final and binding on the contractor.



- e) The OSCSC reserves the right to call for report from concerned Collector/District Manager of the concerned Districts on antecedent & unusual working of the transport contractor during currency of contract. 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 due to any reason, the Corporation shall have right to negotiate with the 2nd lowest bidder for that Source-Recipient zone unit to operate at the lowest approved rate. In case the 2nd lowest bidder disagrees to operate at the lowest approved rate, the Corporation reserves right to take a suitable decision.
- b. In case the approved existing Transport Contractor 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 zone unit to operate at the lowest approved rate. In case the 2nd lowest bidder disagrees to operate at the lowest approved rate, the Corporation reserves right to take a suitable decision.

XIII. SET OFF:

Any sum of money due and payable to the contractor (including security deposit returnable 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, Manager(Accounts) or any officer acting on his behalf.

XV. VOLUME OF WORK

- (a) Subject as hereinafter mentioned, the Corporation do not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. Projected annual requirement of different districts are furnished in Annexure-1. The mere mention of initial/projected volume of work in this contract does not by itself confirm a right on the contractor to demand that the work relating to all or any part thereof should necessarily or exclusively be entrusted to him. The work involves transportation of huge stock from different places in different states to many locations in State of Odisha during short period in peak procurement time.
- (b) The Corporation therefore shall 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 one or more transport contractor(s) from among the transport contractors selected in technical bid for particular zone for the purpose on negotiation.
- (d) The Corporation shall also have the right to appoint transport contractor(s) from among the selected transport contractor(s) for the zone on negotiation, where no transport contractor(s) selected for transportation of B-Twill Gunny bales in the tender process.
- (e) The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract is or is not



auxiliary, or incidental to any of such services shall be decided by the Managing Director, OSCSC Ltd., whose decision will be final and binding on the contractor.

XVI. REMUNERATION:-

- a) The contractor shall be paid the remunerations in respect of the services described in different Paras in this document and performed by them at the contract rate.
- b) The payment shall be made per bale (500 bags of 50 KG capacity per bale). The rate to be quoted shall include all services including supervision of loading at Jute Mill points located in Source state (Andhra Pradesh/ Odisha), transportation of the same to different destination & unloading of the same at Custom Millers point/ Private hired godowns/OSCSC Ltd. Own Godowns/Hired Godowns of CWC & OSWC located in specified Districts grouped into Zones in the State of Odisha.
- c) GST as applicable from time to time shall be deposited with Central / State Government Account by OSCSC at the time of release of bills of Transport Contractor as per prescribed procedure.

The rate to be quoted shall be exclusive of GST which shall be deposited at the time of release of bills of transport contractor at the applicable rate from time to time and as per procedure prescribed in GST Act/ Rule. The transport contractor shall take all those into consideration and quote his rates accordingly. All the applicable statutory taxes will be deducted / recovered from contractor bills.

- d) If the contractor is required to perform any ancillary 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.
- e) The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract, or is not auxiliary or incidental to any of such services, shall be decided by the Managing Director, whose decision shall be final and binding on the contractor(s).
- f) No transit shortage shall be allowed to the contractor during transportation of B-Twill Gunny bales. In case of any shortages in transit the same shall be recovered from bills / security of the contractor.



XVI. PAYMENT:-

- a) Payment will be made by the Managing Director on submission of bills through Online Billing Management System (OBMS), duly supported by the documentary proof of delivery of B-Twill Gunny bales at designated places and proof of other statutory payment which the contractor is liable to pay. Such documentary proofs shall be as prescribed by OSCSC Ltd.
- b) The contractor shall submit all their bills not later than one month 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 on monthly basis.
- c) The payment shall preferably be made by OSCSC Ltd. within 30 days of submission of bills with all required documents. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- d) The bills shall be submitted and processed through Online Billing Management System (OBMS) and payment will be made through PFMS platform for which the following details shall be provided by the contractors at the signing of the contract:-
 - (1) Cancelled Cheque
 - (2) PAN No.
 - (3) GST registration copy.
- e) Subsequent change in payment mechanism if any will be intimated to the contractor by OSCSC Ltd. and the contractor shall submit his bill as per instructions issued by OSCSC from time to time.

XVII. DELAYS, STRIKES ETC:-

The contractor shall generally be responsible for delays which may arise on account of any reason. Strikes by contractor's workers on account of any dispute between the contractor and their workers as to wages or 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.



XVIII **LAWS GOVERNING THE CONTRACT:-**

The contract shall be governed by the appropriate laws of Government of India and the language of the contract shall be English.

XIX. **DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:-**

1. The contractor is required to keep continuous & close liaison with the officials in charge of Corporation Head Office, District Managers and other officials of OSCSC in respect of proposed lifting & transportation, loading& unloading and ensure complete care of the stocks from the time of its loading till it is received and stored in specified godowns.
2. 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.
3. The contractor shall engage competent and adequate staff and labour to the satisfaction of Corporation for ensuring efficient transport of New B. Twill B-Twill Gunny Bags 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. Any official authorized by Corporation shall have the right to ask for removal of any employee of the contractor, who in his opinion, is hampering 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.
4. The contractor shall intimate the Managing Director or Officer Authorized to act on his behalf, Manager (Accounts), District Manager or other Officers authorized 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 Managing Director/ District Manager 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 report the progress of loading/unloading/transport work, etc



and generally to take instructions in the matter.

5. The contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the New B. Twill B-Twill Gunny Bags during transportation to the delivery point & unloading from the vehicles at the receiving points. The contractor shall be liable for any loss, which the Corporation may suffer from any loss in quantity and quality of stock handled by him. The decision of the Managing Director on such loss shall be final and binding on the contractor.
6. The contractor shall provide sufficient number of tarpaulins for each truck to cover the New B. Twill B-Twill Gunny Bags during transportation to protect those from rains and other natural happenings including natural calamities and fire. 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.
7. The contractor shall strictly abide by all rules and regulations of RTA provided under the M.V. Act, Municipal Authorities and other local bodies of concerned Source State and Odisha State.
8. The contractor shall be responsible for keeping a complete and accurate account of New B. Twill B-Twill Gunny Bags received & delivered by him and shall render accounts and furnish returns and statements in such a manner as may be prescribed by the Managing Director or the Officer acting on his behalf from time to time.
9. The contractor shall be responsible for the safety of the New B. Twill B-Twill Gunny Bags while in transit through their trucks to specified delivery point. He shall provide tarpaulins on decks of the trucks, so as to avoid damage of the New B. Twill B-Twill Gunny Bags. He shall also exercise adequate care and take precautions to ensure that quality and quantity of New B. Twill B-Twill Gunny Bags are not deteriorated while in transit in their trucks to delivery point. He shall deliver the equal quantity of New B. Twill B-Twill Gunny Bags as received by them before transportation from Jute Mills. He shall be liable to make good the value of any shortage, wastage, losses or damage occurring due to any reasons to the New B. Twill B-Twill Gunny Bags in transit at the rates as may be prescribed by the OSCSC Ltd.. Such reimbursement does not preclude the Managing Director of OSCSC Ltd to impose any additional penalty as prescribed in the forgoing provisions.



10. 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/ the District Manager or an Officer acting on their behalf.
11. The contractor shall, whenever required, make necessary lighting arrangement for carrying out work during night.
12. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractors' negligence 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 New B. Twill B-Twill Gunny Bags and for all damages or losses occasioned to the Corporation or in particular to any property or plank belonging to the Corporation/owners of Hired Godowns 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.
13. The contractor shall display prominently on their trucks sign boards/banners painted in black and white indicating that the "New B. Twill B-Twill Gunny Bags stocks belonging to OSCSC Ltd." No extra remuneration, whatsoever will be payable for displaying such sign boards/banners. OSCSC Ltd. or an officer acting on their behalf shall have the right to disallow loading unloading of any truck if the contractor does not display prominently the sign boards/banners of the aforesaid type.
14. OSCSC Ltd. reserves the right to amend the tender conditions at any time during the currency of contract, which shall be binding on the contractor.
15. The selected contractor shall be required to execute an agreement with the Corporation in the prescribed form within the time as may be prescribed by the Corporation after furnishing the required security deposit. Failure to comply any or all of the conditions of the agreement shall render the contractor to liquidated damages on account of such failure in addition to forfeiture of the security money in full or in part. The OSCSC also reserves the right to take recourse to any legal



action against defaulting contractor in addition to forfeiture of security money and debarment.

16. The contractor shall obtain transit insurance coverage of the New B. Twill B-Twill Gunny Bags stocks in the name of OSCSC Ltd. for adequate value covering all type of risks from the point of loading of trucks at Jute Mills, transporting to specified delivery points & till the stock is delivered at locations decided by officials of the Corporation and stacked inside the Godowns. No shortage of New B. Twill B-Twill Gunny Bags 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 the contractor to make adequate insurance coverage to cover the full value of stocks handled and transported. Any loss in quality and quantity of New B. Twill B-Twill Gunny Bags during handling or transportation shall be recovered from the contractor. Recovery shall be made at the cost of the New B. Twill B-Twill Gunny Bags and all expenses incurred thereon.
17. 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.
18. The contractor is required to place vehicles having valid permit and all other required valid documents etc. for smooth transportation of stocks from Jute Mills located in concerned source state to Custom Millers premises/ Private hired godowns/ OSCSC Ltd. Own Godowns/ Hire Godowns of CWC & OSWC etc. located in different districts of specified zones in the State of Odisha. If at any time it is found that he has placed vehicles without such permit and required documents then his contract shall be liable for termination in addition to forfeiture of security deposit. However such cancellation and forfeiture of security deposit shall be purely at the discretion of OSCSC Ltd. Any tax or levy on this account by any authorities shall be borne by the transport contractor.
19. The Contractor shall not load more than permissible quantity of New B. Twill B-Twill Gunny Bags 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.



20. The contractor after awarding of the contract shall be duty bound to furnish such documentary evidence (like Invoice, Transportation Challan, Way Bill etc.) as may be prescribed and intimated to him subsequently by the Corporation for release of his payment.
21. The contractor shall do the following for effective transportation of B-Twill Gunny bales from Jute mills of concerned source state.
- i. He will make contact with all the jute mills about their readiness in dispatching B-Twill Gunny bales.
 - ii. If the B-Twill Gunny bales are found ready after quality inspection then he shall immediately make arrangements for lifting of stock.
 - iii. The contractor shall ensure that after loading of the B-Twill Gunny bales, all the loaded trucks are weighed in the jute mill / or nearest weighbridge and net weight of the loaded B-Twill Gunny bales are duly recorded in the transportation challan / way bill etc and submit copies of computer generated weighment slips to the concerned District offices for necessary documentation in "**B-Twill Gunny Tracking System**" & accordingly district office will allocate the distribution plan for delivery at different custom millers premises / Depots of the district .
 - iv. The contractor shall ensure that all required documents like Challan, Tax invoice, Way bill, Weighment slips are properly executed & arrived in the truck for production before various authorities in transit & also at the time of delivery of stock.
 - v. The transport contractor shall use "GPS TRACKING SYSTEM" in the vehicles used for transportation of new B-Twill gunny bales, as and when directed by the OSCSC. The Transporters are required to install with GPS devices in the vehicles at their own cost .The details of the empanelled Agency/Vendors appointed for this purpose are available in the Transport Department website. i.e. odishatransport.gov.in and vltd.odishatransport.gov.in. The Contractor should have sufficient GPS devices on hand as backup, to be utilized for additional vehicles or in the event of technical problems arising in the already installed GPS of the used vehicle. It will be the responsibility of the contractor to check the battery charge and viability of every GPS (magnetic device) before



attaching the device for Gunny transport vehicles before undertaking the transportation of the new B-Twill gunny bales.

- vi. The contractor is required to intimate to the concerned District Manager / Manager(Accounts) / Managing Director or any other officer acting on his behalf in writing about delivery of stocks in each day positively.

XX. DISPUTE RESOLUTION:

- a. Except as otherwise provided, any dispute arising out of the terms & conditions of this agreement or their interpretation shall be referred to Managing Director, OSCSC Ltd., acting as such at the time of reference or to such other person as Managing Director, OSCSC Ltd., may nominate in general or by special order on his behalf and his decision shall be final and binding upon both the parties.
- 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.

XXI. JURISDICTION OF THE COURT:-

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.



Appendix-I

Sl. No.	Source State	Recipient Zone	Estimated Value of Contract (Rs. In Lakhs)	EMD (3% of Estimated Value or 5.00 Lakh whichever is higher) (Rs. In Lakhs)	Security Amount (in Rs.) DD/ BG (10% of Estimated Value)(Rs. In Lakhs.) (rounded off)
1	Andhra Pradesh	Zone B	135.93	5.00	13.60
2	Odisha	Zone A	24.32	5.00	2.50
3		Zone B	56.98	5.00	5.70

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APPENDIX-II
CHECKLIST

DOCUMENTS TO BE UPLOADED

SI No.	Name of the Document	Put "√" mark
1	Tender Submission Undertaking & Letter of Proposal – Annexure-2	
2	Capability Certificate from the Bank (In the model format as at Annexure-3)	
3	Certificate of experience on transportation /transportation & handling of food grains / B-Twill Gunny bales/any packaging material in last three financial years (2020-21,2021-22 & 2022-23) (In the model format as at Annexure-4)	
4	Affidavit mentioning that s/he / firm / company is neither blacklisted nor any criminal or vigilance case etc. is pending against the Bidder (In the model format as at Annexure-5)	
5	Affidavit on tender submission and abiding by the terms and conditions of tender (In the model format as at Annexure-6)	
6	Copy of Registered Partnership Deed/ Articles of Association & Memorandum of Association /Bye-laws/ Certificate of Registration, in case of Company etc. as applicable.	
7	Power of Attorney in submitting the Tender Paper on behalf of Partnership firm / Company etc.	
8	Statement of Bank Account for last three months preceding to publication of Tender Call Notice.	
9	Copy of document in support of deposit of Tender Document Fee & EMD.	
10	Copy of three years Income tax return for the Assessment Years such as AY-2021-22, AY-2022-23,& AY-2023-24 and copy of PAN Card & GST Registration Certificate.	
11	Copy of audited Balance sheet and P & L Account for last three financial years i.e. F.Y.2020-21,2021-22 & 2022-23.	
12	Registration Certificate under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011"	
13	Copies of the R.C. Book of five heavy vehicles registered in the name of the Bidder along with copies of the Valid Fitness Certificates of said vehicles as per Clause-6 of the Tender document.	



14	Affidavit by the Partner in case of Partnership firm or Director in case of Company for use of their vehicle by the firm/company	
15	Appendix-II duly filled in and signed.	
16	Signed copy of corrigendum / Addendum if any as per Clause-3.7	

N.B:

1. The scanned copies of documents in PDF format (printable in A4 Size paper) shall be submitted online along with 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:
Place:

Signature of Bidder / Authorized person
Name:
Seal:



Annexure-1

Projected Annual Requirement of New B-Twill Gunny Bales under Decentralized Procurement Scheme

Sl. No	Name of the District	Quantity in Bales (*1 Bale = 500 Pcs.)
1	Angul	3420
2	Balasore	7990
3	Baragarh	40010
4	Bhadrak	5400
5	Bolangir	12350
6	Boudh	5490
7	Cuttack	4700
8	Deogarh	1280
9	Dhenkanal	4260
10	Gajapati	1840
11	Ganjam	14270
12	Jagatsinghpur	1350
13	Jajpur	6255
14	Jharsugada	2680
15	Kalahandi	23080
16	Kandhamal	250
17	Kendrapada	3150
18	Keonjhar	5115
19	Khurda	4690
20	Koraput	9280
21	Malkanagiri	3620
22	Mayurbhanj	5810
23	Nawarangpur	5955
24	Nayagarh	4410
25	Nuapada	6470
26	Puri	4825
27	Rayagada	3300
28	Sambalpur	18420
29	Sonepur	17830
30	Sundergarh	5810
TOTAL		233310



TENDER SUBMISSION UNDERTAKING

FOR ENGAGEMENT OF TRANSPORT CONTRACTORS FOR TRANSPORTATION OF NEW
BTWILL B-TWILL GUNNY BAGS

.....

Space for
affixing self
attested recent
passport size
photograph

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 CCSO/CSO-cum-District Manager.

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

7. Address & Telephone Number of Banker _____

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



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

9. Successful Bidder shall furnish required Security Deposit within the specified time before execution of Agreement .

10. PAN No & Year of filing the latest return:- _____

11. Registration No in the case of Company: _____

12. GSTIN Number:- _____

13. Additional information, if any

(Attach separate sheet, if required)

(Letter of Proposal)

To

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

Dear Sir,

I/We submit the e-tender for engagement as transport contractor for transportation of B. Twill B-Twill Gunny Bags from following jute mills / source state to destination districts under specified zone(s) mentioned against each as described in the **Scope of Work**.

Sl. No.	Location of Jute mills (State)	Zone*



* only zone name such as "A", "B", "C" etc shall be mentioned for zone(s)intended to apply.

1. 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.
2. I/We agree to keep the offer open for acceptance up to 180 days. 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.
3. In the event of my/ our tender being accepted, I/We agree to furnish a security deposit as per terms of the tender.
4. I/We offer to carry out transport operations for the above mentioned source state - recipient zone units 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.
5. 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.
6. 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.
7. 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.
8. 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.



9. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.
10. Required documents as per **Appendix-II (Checklist)** are enclosed with this tender duly filled and signed.

I/we certify that all information furnished 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-3

Capability Certificate

Bank :

Branch :

Phone No.

E Mail

No.

Date

.....

To

Managing Director

Odisha State Civil Supplies Corporation Ltd.

Bhubaneswar.

This is to certify that to the best of our knowledge and information, Mr./Mrs.....residing at (Full address), a customer of our bank, in our opinion and based on the records produced, can be considered good/worth upto a sum of Rs (Rupeescrore only) and has financial ability to meet the expenses 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-4

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 / transportation & handling of food grains / B-Twill Gunny bales/any packaging material by road for the period from _____ to _____ (mention period of contract).

During the above contract period M/s _____ has transported / transported & handled food grains / B-Twill Gunny bales/any packaging material and transportation and / transportation & handling of Rs. _____ is paid /payable to the transport contractor for such work. The year wise breakup is as below.

Financial Year	Transportation/ Transportation & Handling Charges on food grains / B-Twill Gunny bales /any packaging material(in Rs.)
2020-21	
2021-22	
2022-23	
Total :-	
Average annual turnover:-	

Office Seal

Seal & Signature of Authorised Officer

☐ **Note:-**

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



Annexure-5

Before the Executive Magistrate/ Notary Public

Sri _____

AFFIDAVIT

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

- 1) That pursuant to the re-tender call notice dt. 14.11.2024 of OSCSC Ltd. for engagement of Transport Contractor for transportation of B-Twill Gunny bales 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 is not blacklisted in any manner whatsoever by any State/UT and/or Central Government in India / any PSU on any ground including but not limited to indulgence in corrupt practice ,fraudulent practice ,coercive practice, undesirable practice or restrictive practice in the last five years up to date of submission of bid or the blacklisting shall not be in force till the submission of the bid, if awarded, prior to said five years.
- 3) That, neither I/my/ company/firm nor any of it's director/s nor partner/s have been convicted by any court of law nor any criminal case/vigilance case be pending against them before court of law.
- 4) That no contract entered into by me, my Firm/Company with OSCSC Ltd., or any department of Central or State Government or any other Public Sector Undertaking or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.
- 5) That the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me/my firm/company/us with OSCSC Ltd., or any department of Central or State Government or any other Public Sector Undertaking during the last five years.



- 6) 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.
- 7) That this affidavit is required to be produced with tender paper before the authorities of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-12, Khordha.
- 8) 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-3.2 (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
Notary

Executive Magistrate/Public

(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/P
artner/ 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 notice dt.14.11.2024 of OSCSC Ltd. for selection and engagement of transport contractors for road transportation of new B-Twill Gunny bales (one bale contains 500 bags) from different jute mills located in Andhra Pradesh & Odisha to custom millers premises/private hired godowns / OSCSC Ltd. own godowns/ hired godowns of CWC & OSWC located in different 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.13688/OSCSC/GUNNY/003/2024 Dated:14.11.2024 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 pages and agree to abide by them.
- 3) That I/we hereby agree to submit and upload digitally Appendix-II and Annexures (2 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 state-recipient zone unit.
- 5) That this affidavit is submitted for transportation of B-Twill Gunny bales from _____ (source State) to _____ (recipient Zone).
- 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-3.2 (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
Notary

Executive Magistrate/Public

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



PART-II

(FINANCIAL BID)

INSTRUCTIONS

- a) The rate of transportation shall be per bale of new B. Twill B-Twill Gunny Bags transported.
- b) The rate shall include all the services to be performed at receiving point, during transportation and at receiving point as indicated in various paras in these tender documents and all taxes (excluding GST), insurance charges etc.
- c) The rate to be quoted shall be exclusive of GST which shall be deposited at the time of release of bills of transport contractor at the applicable rate from time to time and as per procedure prescribed in GST Act/ Rule. Rate shall be mentioned for Jute Mills located anywhere in Andhra Pradesh & Odisha as prescribed by the officer inviting tender 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.
- d) Only the FINANCIAL BID of a qualified Bidder on scrutiny of TECHNICAL BID shall be considered and opened.
- e) 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.
- f) The Bidder may quote rate for any/all source states to any/all corresponding zones of receiving destination districts.
- g) Multiple BoQ submission for a specified source state-recipient zone unit by bidder shall lead to rejection of tender.
- h) Instruction for Filling-up of BoQ Formats:-
 1. The bidders are required to fill-up the BoQ format in the active cells only such as Name / address of bidder and rate in figure only and undertake validation.
 2. The bidder is required to move its cursor to the row mentioned as 'Quoted Rate (In Rs. Per bale. in Figures)'.



3. In case the bidder fails to quote any rate in the desired active cell or leaves the cell as blank, then the bid shall be treated as non-responsive bid or cancelled bid.
4. The rate to be quoted in the prescribed 'BoQ' format only. Such rate quoted in the desired column shall be the decision factor to find out the L1bidder in the tendering process. The rate quoted other than the BoQ format shall not be considered at this end.
5. Any further clarification as will be required by the bidder during the bidding process or during filling up of BOQ format, may contact the Officer inviting the bid / Manager(Accounts) OSCSC Ltd. during official hour. The BoQ template is given below for reference only.



Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: MANAGING DIRECTOR, OSCSC LTD., BHUBANESWAR

Name of Work: Selection and appointment of transport contractors for road transportation of new gunny bales (one bale contains 500 bags) from different jute mills located in _____ (Source State) to custom millers premises/private hired godowns / OSCSC Ltd. own godowns/ hired godowns of CWC & OSWC etc. located in different districts in ZONE-___ in the State of Odisha

TENDER No. _____ Dated: _____

Name of the
Bidder/
Bidding Firm /
Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Location of Jute Mills (State / Place) / Destination Points	Rate Quoted per bale (In Rupees) (Exclusive of GST) (In Figure)	Rate Quoted per bale (In Rupees) (Exclusive of GST) (In Words)
1	2	13	55
1	Location of Jute Mills (State / Place):- _____		
101	ZONE: (____)		INR Zero Only



GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

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

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

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

[Signature]

[Signature]



4. Banking arrangement:

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

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

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

Signature

Signature



- 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**.

Sahadev

Sahadev



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.

Signature

Signature



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.

Signature

Signature



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

12. Role of Cyber Treasury :

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

13. Redressal of Public grievances :

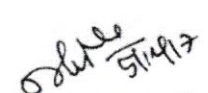
- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD,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

14. Applicability and modification of existing rules / orders:

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

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

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


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





Memo No. 17255

/W, dated, 5.12.17

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

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

Memo No. 17256

/W, dated, 5.12.17

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

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

Memo No. 17257

/W, dated, 5.12.17

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

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

Memo No. 17258

/W, dated, 5.12.17

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

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

Memo No. 17259

/W, dated, 5.12.17

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

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

Memo No. 17260

/W, dated, 5.12.17

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

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



ANNEXURE-I

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

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

[Handwritten signature]



	e-FPB of respective designated banks at Bhubaneswar on T+1 day.	account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.
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.	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.

Johnston

San