ODISHA STATE CIVIL SUPPLIES CORPORATION LTD
C/2, NAYAPALLI, BHUBANESWAR – 12

TENDER DOCUMENT FOR ROAD TRANSPORT CONTRACT –CMR FOR KMS 2025-26

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Part-A

TECHNICAL BID
(CMR)

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NOTICE INVITING TENDER

Office of Chief CSO/CSO-cum-District Manager
Odisha State Civil Supplies Corporation Ltd., Sundargarh

TENDER No 1542 **/ Dated** 01-07-2026

Cost of Tender Document is Rs.1000/-inclusive of GST for each Block/ULB (through online mode).

Online tenders are invited from eligible bidders for selection and appointment of transport contractors for transportation of Custom Milled Rice (CMR) from Rice Mill points to Rice receiving Centres (RRCs)/Depots (within or outside district) for **Hemgir Block.**

Sl. No.	Activities	Dateline
1	Availability of Tender Documents	From Dt. 04.07.2026 Downloadable from website: www.oscsc.in, www.foododisha.in & www.tendersodisha.gov.in
2	Date, Time & Venue for Pre-Bid Conference	On Dt. 07.07.2026 at 11:00 AM at Office Chamber of Chief CSO-cum-District Manager, OSCSC Ltd., Sundargarh
3	Last date and time for online submission of completed tender documents with enclosures	Through Procurement Portal: www.tendersodisha.gov.in up-to 05:30 PM Dt. 22.07.2026
4	Date, Time & Venue opening of Technical Bid by the Tender Committee	Transport Contractor for transportation of Paddy on Dt. 23.07.2026 at 11:00 AM Place: **Office Chamber of ADM, Sundargarh**
5	Date, Time & Venue of submission of Original documents by the Tenderer in support of scanned copies uploaded in the portal for verification	Transport Contractor for transportation of Paddy on Dt. 23.07.2026 at 11:00 AM onwards Place: **Office Chamber of ADM, Sundargarh**
6	Date, Time & Venue of opening of Financial Bids (only of Technical Bid qualified bidders)	Transport Contractor for transportation of Paddy on Dt. 28.07.2026 at 11:00 AM Place: **Office Chamber of ADM, Sundargarh**
7	Validity Period	Tender are to remain open for acceptance for 21 days from the date of issue of tender.
8	Language of the tender	The tender should be prepared by the Bidder in English language only.
9	Helpdesk Telephone Number	Chief CSO-cum-DM, OSCSC Ltd., Sundargarh Contact Number: 9438200060

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

2. District Level Tender Committee (DLTC) reserves the right to cancel any/ all of the tenders at any time without assigning any reason thereof.

3. Further details can be obtained in the website www.tendersodisha.gov.in

4. The bidder must deposit Tender Document Fee and EMD at the time of submission tender through online payment gate way service.

5. Any amendment/cancellation/re-tender/corrigendum please refer to the website www.tendersodisha.gov.in & www.foododisha.in.

Chief CSO-cum-District Manager
OSCSC Ltd., Sundargarh

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Invitation to Tender

From,

The District Manager
OSCSC Ltd., Sundargarh

To,

All Tenderers,
Sundargarh district

Dear Madam(s)/ Sir(s),

For and on behalf of the Odisha State Civil Supplies Corporation Ltd., (here in after called the Corporation) the District Manager, OSCSC Ltd., Sundargarh Invites tenders online at e-Procurement Portal (URL: https://www.tendersodisha.gov.in) for appointment of Transport contractor for Transportation of Custom Milled Rice (CMR) from Rice Mill Points to Rice Receiving Centre (RRCs)/ Depots (within or outside district) for KMS: 2025-26.

(Signature of District Manager)
OSCSC Ltd., Sundargarh

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Tender No. 1542 Dated. 01-07-2026

ODISHA STATE CIVIL SUPPLIES CORPORATION LTD,
DISTRICT OFFICE: SUNDARGARH
(Name of the Block: Hemgir Block)

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF TRANSPORT CONTRACTORS FOR TRANSPORTATION OF CUSTOM MILLED RICE (CMR) FROM RICE MILL POINTS TO RICE RECEIVING CENTRES (RRCS)/DEPOTS (WITHIN OR OUTSIDE DISTRICT) FOR KMS: 2025-26

I. IMPORTANT NOTE:

1. Tender documents may be downloaded from e-Procurement Portal. Aspiring Bidders who have not enrolled/registered in e-Procurement should enroll / register before participating through the website i.e. www.tendersodisha.gov.in, Bidders are advised to go through instructions provided at Annexure-A regarding 'Instructions for online Bid Submission".

2. Tenderers can access tender documents on the website l.e. www.tendersodisha.gov.in and fill them with all relevant information and submit the completed tender document into electronic tender on the website www.tendersodisha.gov.in.

3. Tender and supporting documents should be uploaded through e-Procurement Portal. Hard copy of the tender documents will not be accepted.
   Note: If the date fixed for opening of tenders is declared a holiday, the tenders will be opened on the next working day following the holiday in the same time and venue.

4. Tender are to remain open for acceptance for **21 days from the date of issue of Tender.**
   Note: If the date up to which the tender is open for acceptance is declared a holiday, the tender shall be deemed to remain open for acceptance on the next working day following the holiday in the same time and venue.

5. Tenderer must deposit Rs.1000/- (inclusive of GST) towards Tender document fee & appropriate EMD. Details regarding this are at **Annexure-A.**

II. GENERAL INFORMATION TO TENDERERS

TRANSPORTATION OF CUSTOM MILLED RICE FROM RICE MILL POINTS TO RICE RECEIVING CENTERS (RRCS)/DEPOTS.

Tenderers shall transport CMR as entrusted by the Corporation from Rice Mill Points to Rice Receiving Centers (RRCs)/Depots located within and/or outside the district.

1. Object of the Contract

1.1 The Contractors shall transport CMR from Rice Mills to various Rice Receiving Centres located in the same district or in other districts as directed from time to time by the District Manager or an officer acting on his/her behalf along with such additional ancillary and incidental duties, services and operations as may be instructed by the District Manager or any officer acting on his/her behalf and not inconsistent with terms and conditions of this contract.

1.1. The transport contractors will be appointed for each cluster. The Cluster shall mean:

I. One Block/ULB

II. Group of Blocks/ULBs

III. Part of Blocks (Number of Miils, Depots)

1.2. The District Level Tender Committee of each districts shall decide to engage transport contractors for each cluster. The Cluster may be formed taking into consideration different factors such as number of Custom Mills, numbers of Depots and quantum of CMR delivery. The cluster will be considered as one unit for selection and engagement of transport contractor.

2. Description of work

2.1 TRANSPORTATION OF CUSTOM MILLED RICE FROM MILLS TO RICE RECEIVINGCENTER (RRC)/DEPOT.

2.1.1 The contractor shall transport CMR as entrusted to him from time to time from Rice Mills of the District to various Rice Receiving Centers located in the district by Road.

2.1.2 The number of the Rice Receiving Center/Depot operated in the cluster and number of Custom Millers tagged to each such RRC in the selected cluster for KMS 2024-25 is at **Appendix-I.** The information at Appendix-I is only indicative. There may be variations in quantum of CMR delivery (according to Food & Procurement Policy) and requirement.

2.1.3 Loading at Mill points and unloading of CMR bags (dumping on the platform) at RRC level shall be done by the Custom Miller.

2.1.4 In case of any dispute in respect of quality at Depot points, the decision of the RRC In-charge / quality team of RRC/Depot / district office shall be final and binding.

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2.1.5 The Contractor is required to perform weighment & transportation of Custom Miller Rice (CMR) from Rice Mill to Rice Receiving Center (RRC)/Depot Points.

2.1.6 The Tenderers must get themselves fully acquainted with the location of Mill Points and RRCs / Depots as well as the prevailing conditions in the district such as road condition, Toll Gates en-route, Ghat Roads, Inaccessible Pockets, Natural Barriers, prevailing trendof inflation in fuel rates etc. The rates quoted by Tenderer shall be deemed to havebeen done after such acquaintance. No Tenderer will be entitled to any compensation arising out of any miscomprehension in this regard. Before tendering, the Tenderer must also get acquainted with the conditions of route to be taken by him/her for transportation of CMR. Once the tender is submitted, the Tenderer will be deemed to have fully acquainted himself with the route and he will not be entitled for any compensation on account of road blockade, diversions etc. on the route for transportation of CMR.

The contractor shall complete the movement within the time schedule set by the District Manager of concern district.

3. Volume of work

3.1 No definite volume of work to be performed can be guaranteed during the currency of the contract. However, some items of General Information are given in Appendix-I to the tender. The particulars given in the Appendix-I are intended merely to give the Tenderer an idea of the approximate quantum of work so as to help in making their own assessment for quoting the rates in accordance with the conditions of the Contract.

3.2 The Contract, if any, which may arise from this tender shall be governed by the terms and conditions of the Contract as set out in the invitation / General Information to the Tenderer and as given in the Annexure and appendices to this tender.

4 **Qualifying conditions for Bidding**:

4.1 Minimum Transport Vehicles Required

4.1.1 Each tenderer should have dedicated 02 (two) separate transport vehicles registered in his/her name/in the family members of 10 / 17 MTs or above capacity for each unit, he/she intends to apply under this tender. Additional requirement of vehicles can be availed on hire basis as and when required. A bidder can be appointed in any number of Units. The bidder selected for more than one Unit in a district or in other districts taken together shall have 02 (two) separate vehicles for each Unit selected.

4.1.2. The tenderer shall furnish particulars of vehicles owned / hired in the format at Appendix – XI / XII.

4.1.3 The tenderer shall not use vehicles used for mining and other related activities that could contaminate food-grains. A list of such vehicles (if applicable) suitable for CMR transportation shall be provided.

4.1.4 The tenderer shall furnish copies of RC Book, fitness certificate and valid permit of

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own/hired vehicles declared in the tender along with hire agreement in case of hired vehicles.

4.2 Financial Capabilities of the Tenderer

4.2.1 As huge quantity of CMR to be transported during the contract period within a time bound schedule, a contractor should have both physical infrastructure and financial resources for working capital requirements to fund assured supply of POL, Lubricants etc. for maintenance of vehicles and other recurring expenditures.

4.2.2 The transport contractor shall utilize his own resources without seeking any mobilization advance from the Corporation for this purpose.

4.2.3 The tenderer in support of his financial soundness to carry out the transportation work shall furnish capability certificate of Rs. Two Crores from any Scheduled Nationalized Bank.

4.3 Capability to engage Manpower

4.3.1 The Transport contractor shall engage his representatives in each Custom Millers & in each Mill Points to RRCs. The transport contractors should be capable to employ adequate number of representatives. The representatives should be capable of coordinating with the district supply office, PACS / LAMPS / WSHG / PP, Custom Millers & RRC In-charge on day to day basis.

4.3.2 The tenderer is required to submit an action plan along with a list of vehicles to carry out the transportation job successfully. Incapacity and inability to maintain therequired physical infrastructure in terms of transport vehicles, manpower and financial resources on his own by the tenderer as assessed by the DLTC would render his tender rejected or may lead to termination of agreement executed with him along with forfeiture of Security Deposit.

4.3.3 Tenderer should have experience of Transportation with Manufacturer / PSU / OSCSC / Govt. Dept. / Public Ltd. Company/Private Limited Company dealing in the field of Food grains, Sugar, Paddy/ Coarse grains or any other non-toxic commodity.Tenderer should have executed in the immediate preceding five years' work of value of at least:

a) 20% of the estimated contract value i.e. Rs..... (in words Rupees) in one single contract in one financial year.

OR

b) 40% of the estimated contract value i.e. Rs... (in words Rupees) in multiple contracts in one finical year.

c) In case of Partnership Company, only the experience of the Firm / Company will be reckoned and for the purpose the experience of the Individual Partners will not be counted.

4.3.4 Experience details in the Proforma prescribed at Appendix-VI shall be furnished by

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tenderer. The information furnished in Appendix-VI shall be supported by experiencecertificate issued by client(s) on their letter head.

4.3.5 Tenderer without the requisite experience as mentioned above may also participate subject to providing an undertaking that an additional security shall be submitted in the form of Bank Guarantee @ 2% of the contract value from 'Nationalized/Scheduled Commercial Bank' notified by RBI (excluding all Urban / Rural / State Co-operative banks and Gramin Banks), if selected.

4.3.6 The tenderer shall furnish Registration Certificate in support of their transportation work under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011" issued by the State Transport Authority (STA) or Regional Transport Authority (RTA).

4.3.7 If the Tenderer is a partnership firm/Company registered under companies Act 2013, there shall not be any re-constitution of the partnership Firm/Company as the case may be without the prior written consent of the Corporation till the satisfactory completion of the contract.

Note: The year for the purpose of experience will be taken as Financial Year (1st April to 31st March) excluding the financial year in which tender enquiry is floated.

5 Disqualification Conditions.

5.1 Tenderer who have been blacklisted or otherwise debarred by OSCSC or any department of central or state government or any other public sector undertaking, or any other client for any failure to comply with the terms and conditions of any contract, or for violation of any statute, rule , or administration instructions (*) or on any ground inciuding but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice will be ineligible during the period of such blacklisting or last five years up to the date of submission of bid or the black listing shall be in force till the date of submission of bid, if awarded, prior to the said five years. That, the bidder's Company/Firm/proprietor nor any of it's directors nor partner/s have been convicted by any court of law nor any criminal case be pending against them before any court of law.

5.2 Any tenderer whose contract with the OSCSC, or any department of central or state government or any other public sector undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.

5.3 Tenderer, whose Earnest Money Deposit and/or Security Deposit has been forfeited (partly or fully) by OSCSC or any department of central or state government or any other public sector undertaking, during the last five years, will be ineligible.

5.4 If the proprietor / any of the partners of the tenderer firm/any of the director of the tenderer company have been, at any time, convicted by a court of an offence and still serving the sentence, such Tenderer will be ineligible.

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5.5 While considering ineligibility arising out of any of the above clauses, 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 tender disqualified.

5.6 A Hindu undivided family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu undivided family (either as aproprietor or partner of a firm) shall be summarily rejected.

6 Instructions for submitting Tender

For the purpose, one transport contractor shall be appointed for each cluster of the district. However, the Corporation has the exclusive right to appoint more than one Contractor in any cluster that the Corporation may decide for smooth procurement operations at any time and no claim shall lie against the Corporation by reason of such division of work.

6.1 The Tenderer must fill up and sign the forwarding letter in the format given in **Appendix-II** and furnish full, precise and accurate details in respect of information asked for in **Appendix-III** attached to the form of tender. The filled and signed **Appendices II and III** are to be scanned and uploaded at the space/packet provided in the e-Procurement Portal. Detailed instructions to bidders are available at **Annexure-A** of the tender document. Bidders are requested to read the instructions contained therein carefully & meticulously for submission of bids through e-Procurement portal.

6.2 Tenderers are to apply separately for each cluster.

6.3 Technical Bid and Financial Bid shall be opened separately.

7 Signing of Tender

7.1 The authorized signatory shall possess Digital Signature Certificate (DSC) registered with the E-Procurement Portal for submission of tender documents and MTF. The DSC holder/authorized signatory signing the tender shall state in what capacity he is, signing the tender, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered partnership deed should be scanned and uploaded along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and acopy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company or instruction to be followed as per E-Procurement provisions.

7.2 The Digital Signature Card (DSC) holder signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce proper Power of Attorney duly executed in his favour, stating that he has authority to bind

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such other person, or the firm, as the case may be, in all matters, pertaining to the Contract. If the Digital Signature Card (DSC) holder so signing the tender fails to produce the said Power of Attorney, his tender shall be summarily rejected without prejudice to any other right of the Corporation under the law. The hard copy of Power of Attorney will be submitted by the successful tenderer at the time of awarding of the contract.

7.3 The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited / Pvt. Ltd. Company. The Power of Attorney duly signed should be scanned & uploaded.

8. Earnest Money Deposit (EMD)

8.1 Each tender must be accompanied by an EMD of **3%** of the estimated value of contract as indicated in **Appendix-VII** to online system only. Tender Papers not accompanied by the required EMD shall be summarily rejected.

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

8.3 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.

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

9. Security Deposit

The successful tenderer shall furnish a Security Deposit within seven working days of acceptance of his tender for the due performance of his obligations under the contract. The Security Deposit shall consist of;

9.1 A sum equivalent to **2.5**% of the estimated value of the contract i.e. Rs..... submitted in form of crossed **Demand Draft/ Fixed Deposit Receipt(FDR)** issued by any Nationalized Bank/ Scheduled Bank and drawn in favour of/ pledged to District Manager, OSCSC Ltd.

9.2 A sum equivalent to **2.5%** of the estimated value of the contract i.e. Rs... , in form of an

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irrevocable and unconditional **Bank Guarantee** issued from any Nationalized /Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., Which shall be enforceable till six months after the expiry of the contract period.

9.3 If applicable, an additional sum equivalent to 2% of the value of the contract i.e. Rs....., in terms of an undertaking provided by the tenderer for relaxation of experience criteria, in the form of Bank Guarantee issued by Nationalize/Scheduled Commercial Bank' notified by RBI which shall be enforceable till six months after the expiry of the contract period.

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

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

9.5 In case of failure of the tenderer to deposit the Bank Guarantee as stipulated in clause 9.1& 9.2 within 7 working days of acceptance of his tender, further extension of 7 working days can be given subject to levy of penalty @1% of the whole amount of the security Deposit.

9.6 The Security Deposit furnished by the tenderer will be subject to the terms and conditions given in the Annexure- I and the Corporation will not be liable for payment of any interest on the Security Deposit.

9.7 In the event of the tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit under clause 9 by the due date or requisite Security Deposit in the form of Bank Guarantee under including extension period (applicable to submission of BG only), his Contract shall be summarily terminated and the Corporation shall proceed for appointment of another contractor without any notice. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor shall 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 of OSCSC provided and all the recoveries/ dues have been affected by the Corporation and there is no dispute pending with the contractor/party.

10. Submission of Tender

10.1 The tender shall be submitted online in two parts, viz., technical bid and price bid.

10.2 All supporting documents except tender document have to be scanned and uploaded inTechnical Bid. Price Bid as provided in Part -B, has to be scanned, encrypted and uploaded at the requisite places in the e-Procurement portal.

10.3 The envelope/packet in online containing the **Technical Bid shall include the following**:

a) All the Annexures & Appendices duly signed on each page by the Tenderer should be scanned and uploaded in e-Procurement portal.

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b) Scanned copies of documents attached, as given at **Appendix - VIII**, duly signed by the Tenderer. Tender which does not comply with these instructions shall be summarily rejected.

c) Tenders should be uploaded /submitted through e-procurement at https://www.tendersodisha.gov.in. Manual bids/Hard copy of the tender documents will not be accepted. However, the successful tenderer will have to submit the original hard copyof tender document duly signed on each page of tender document along with annexures/appendices duly attested on or before the date and time stipulated by OSCSC, failing which the corporation shall award the contact to other bidders as per terms of this tender document, besides other penal action against the tenderer.

d) The supporting documents shall be scanned and uploaded by Tenderer clearly, neatly and accurately in readable format. Any alteration, erasures or overwriting on the supporting documents should be duly initialed by the authorized signatory.

e) It should be clearly understood by the Tenderer that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after submission of the tender.

f) Any attempt by tenderer to change the format of any of the supporting documents of the tender document while uploading or any attempt to tinker with the software of the portal will render his tender liable for cancellation and his subsequent blacklisting.

11. Opening of tenders

11.1 The Technical Bid will be opened online in the Office of the District Manager, OSCSC, at the fixed time and the date indicated in the Notice Inviting Tender (NIT).The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt. Price Bids of only those tenderers shall be opened whose technical bids qualify, at a time and place of which notice will be given. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt.

11.2 If a single bidder remains qualified before/ after technical scrutiny, that bid will be cancelled considering the same as a single bid. Financial bid shall not be opened in case of single bid. In such case fresh tender shall be floated as per Works Department Office Memorandum No.16/W dt.01.01.2015.

12. Corrupt practices

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

12.2 OSCSC reserves the right to reject any or all the tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his tender by a letter/telegram/fax/email.

12.3 In case of any clear indication of cartelization, the Corporation shall reject the

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tender(s),and forfeit the EMD.

12.4 OSCSC reserves the right to reject/modify/ alter any terms and conditions of the tender documents and contract during the subsistence of the contract.

12.5 If the information given by the Tenderer in the Tender Document and its Annexures & Appendices is 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 Corporation may have under the Contract and law.

12.6 Documents to be uploaded – List of documents to be uploaded are given of Appendix-VIII. The scanned copies of documents in PDF format (Printable in A4 size paper) shall be submitted online along with the tender; otherwise the bidder will be treated as disqualified in Technical Bid. All documents are to be self-attested by bidder.

District Manager
OSCSC, Sundargarh

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ANNEXURE-I

TERMS AND CONDITIONS GOVERNING CONTRACTS FOR TRANSPORTATION OF CMR FROM RICE MILLS TO RRC/DEPOT POINTS.

I. Definitions

a) The term Contract shall mean and include the Invitation to Tender incorporating all the instructions to Tenderer, the Tender, its Annexures, appendices, acceptance of tender and such general and special conditions as may be added to it.

b) The term "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 the case may be.

c) The term "Contract Rates" shall mean the rates of payment accepted by the District Level Tender Committee (DLTC) for and on behalf of the OSCSC.

d) The term "Corporation and OSCSC", wherever they occur, shall mean the Odisha State Civil Supplies Corporation estabiished under the Companies Act, 1956, and will include itsManaging Director and his/her successor(s).

e) The term "District Manager' shall mean CHIEF / Civil Supplies Officer-cum-District Manager of Revenue District under whose administrative jurisdiction, Mandis to which the contract relates fall. The term "District Manager" shall also include every other officer authorized for the time being to execute contracts on behalf of the OSCSC.

f) The term "Godown' shall mean the OSCSC Depots/ Godowns /Mandis and include open platform/plinth built or constructed for storage of CMR inside or outside the owned/hired depot premises.

g) CMR – Custom Milled Rice

h) The term "Services" shall mean performance of any of the items of work enumerated in the tender document or as may be indicated by the District Manager or an officer acting on his behalf.

i) The term "Trucks" wherever mentioned shall mean mechanically driven vehicle such as Lorries etc., and shall exclude animal driven vehicles and Tipper.

j) KMS – Kharif Marketing Season which starts from 1st October & ends in 30th September next.

k) "Sub-Division/ Block" means Revenue Sub-Division/ Block in the State of Odisha.

l) DC – Delivery Certificate.

m) MTF – Model Tender Format.

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II. Parties to the Contract

a) The parties to the Contracts are Contractor and the OSCSC represented by the District Manager and/or any other person 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 the authority to bind such other person or the Firm, as the case may be, in all matters pertaining to the Contract. If at any stage it is found that the person concerned had no such authority the OSCSC may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages. Further forfeit the Security Deposits the case may be.

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

III. Constitution of Contractors

a) Contractors shall, in the tender, indicate whether they are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.

b) If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the Contract, failing which the Contract shall be forth with liable for termination treating it as breach of Contract by the Contractor with consequences flowing there from which includes forfeiture of Security Deposit as the case may be.

c) The Contractor shall notify to the Corporation the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the Contract.

IV. Subletting

The Contractor shall not sublet, transfer, or assign the Contract, or any part thereof. If done contractor will be liable for all consequences arises for breach of contract under clause XI(B).

V. Relationship with third parties

All transactions between the Contractor and third parties shall be carried out as between two principals without reference to the Corporation in any event. The Contractor shall also undertake to make third parties fully aware of the position aforesaid.

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VI. Liability for Personnel

a) All persons employed by the Contractor shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The Contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respect of its personnel under the aforesaid enactments, or any statutory modification there for otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.

b) Contractor shall also comply with all Rules and Regulations/ Enactments made by the state Govt./Central Govt. from time to time pertaining to the Contract including all labour laws.

VII. Bribe, Commission, Gift etc.

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the Corporation, or any person on his or their behalf, for showing any favour or for bearing to show any disfavor to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the Corporation and the contractor shall be liable to reimburse the Corporation of any loss or damage resulting from such cancellation.

VIII. Period of Contract

a) The Contract shall remain in force **for KMS 2025-26** i.e. from the date of execution of agreement till 30.09.2026 or such later date as may be extended by GOI/GOO for procurement of CMR. The contract can be extended by the Corporation, OSCSC Ltd. on recommendation of DLTC at its sole discretion on the same rates, terms and conditions for a further period of 6 months. The action of OSCSC in extending the contract shall be final and binding on the contractor and shall not be called in question. Further extension can be made with mutual consent.

b) The Managing Director reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof and the Contractors shall not be entitled to any compensation by reason of such termination. The action of the Managing Director under this clause shall be final, conclusive and binding on the Contractor.

c) The Term and condition of the Tender can be modified /altered by DLTC in consultation with MD, OSCSC at any time without assigning any reason thereof.

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IX. Security Deposit

a) The successful Tenderer shall furnish, within seven working days of acceptance of his tender, a Security Deposit for the due performance of his obligations under the contract. The Security Deposit shall consist of;

b) A sum equivalent to **2.5**% of the value of the Contract i.e. Rs..... submitted in form of crossed **Demand Draft/ FDR** issued by any Nationalized Bank/ Scheduled Bank and drawn in favour of/ pledged to District Manager, OSCSC Ltd.

c) A sum equivalent to **2.5 %** of the estimated value of the contract i.e. Rs..., in form of an irrevocable and unconditional **Bank Guarantee** issued from any Nationalized /Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., which shall be enforceable till six months after the expiry of the contract period.

d) If applicable, an additional sum equivalent to 2% of the value of the contract i.e. Rs..... , in terms of an undertaking provided by the tenderer for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by Nationalized/Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) in the format prescribed in Appendix-IV which shall be enforceable till six months after the expiry of the contract period.

e) In case of failure of the tenderer to deposit the Bank Guarantee as stipulated in Clause – IX within 7 working days of acceptance of his tender, further extension of 7 working days can be given subject to levy of penalty @1% of the whole amount of the Security Deposit.

f) The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the Annexures and the Corporation will not be liable for payment of any interest on the Security Deposit.

g) In the event of the **Tenderer's** failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date including extension period his Contract shall be summarily terminated and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of **five years**. After the completion of prescribed period of **five years**, the party may be allowed to participate in the future tenders of OSCSC provided all the recoveries/ dues have been effected by the Corporation and there is no dispute pending with the contractor/party.

h) The Security Deposit will be refunded to the Contractors on due satisfactory performance of the services, and on completion of all obligations by the Contractor under the terms of the Contract, and on submission of a "No demand certificate, subject to such deduction from

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the Security as may be necessary for recovering the Corporation's claims against the Contractor. The Corporation will not be liable for payment of any interest on the Security Deposit.

i) Whenever the Security Deposit fails short of the specified amount, the Contractors shall make good the deficit so that the total amount of Security Deposit shall not at any time be less than specified amount.

X. Liability of Contractor for losses suffered by Corporation

a) The Contractor shall be liable for all costs, damages, registration fees, charges andexpenses suffered or incurred by the Corporation due to the Contractor's negligence and un-workman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages orlosses occasioned to the Corporation, or in particular to any property or plant belonging to the Corporation, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the District Manager regarding such failure of the Contractor and their liability for the losses, etc. Suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.

b) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of CMR and take reasonable precautions to avoid wetting /damage /loss to CMR during the transport. In the event of deficiency in service by contractor in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, Liquidated Damages @ Rs. 200/- per truck will be imposed by the concerned District Manager/Area Manager without prejudice to any other right or remedies under the contract and law.

c) Without prejudice to the rights of the Corporation under Sub-clause (a) of this Clause, it is further condition of the Contract that in respect of any shortage, wastage, loss or damages to the goods in transit, the Contractor is liable to pay to the Corporation Liquidated Damages at twice the economic cost of CMR and twice the MSP for the relevant KMS declared by Govt. Of India. The parties to the Contract have agreed that the amount of Liquidated Damages specified above represents a genuine estimate of the loss likely to be caused to the Corporation by the shortage, wastage, loss or damage to the goods in transit. Such recovery of Liquidated Damages shall be affected without prejudice to the right of OSCSC to initiate civil/criminal proceedings against the defaulting Contractors where verities suspected that the shortage/losses occurred due to deliberate/willful omission, theft, misappropriation, irregularities etc. committed by the Contractors or their representatives/employees.

XI. Summary termination of the Contract

a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe

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any of the provisions of this contract or any of the terms and conditions governing the contract, the DLTC, under intimation to Corporation HO shall be at Liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and law 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 cost incurred.

b) The DLTC, under intimation to Corporation shall also have without prejudice to other right sand remedies, the right, in the event of breach of the contract of any of the terms and conditions of the contract to terminate the contract forth with 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 cost that may be suffered or incurred by the Corporation due to the contractors negligence or un-workman like performance of any of the services under the contract.

c) The contractors shall be responsible to supply adequate and sufficient labour, trucks and another transport vehicles for loading/unloading transport and carrying out any other services under the contract in accordance with the instructions issued by the District Manager or an officer acting on his behalf. If the contractors fail to supply the requisite number of trucks the DLTC, under intimation to Corporation, shall at his entire discretion, without terminating the contract be at liberty to engage other trucks at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, costs or losses that the Corporation may incur or suffer hereby. The contractors shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the District Manager shall be final and binding on the contractors.

XII. Recovery of losses suffered by the Corporation

a) The Corporation shall be at liberty to reimburse themselves for any damages, losses, charges, costs or expenses suffered or incurred by them, or any amount payable by the Contractor as Liquidated Damages as provided in Clauses X above. The total sum claimed shall be deducted from any sum then due, or which at any time thereafter may become due, to the Contractors under this, or any other, Contract with the Corporation. In the event of the sum which may be due from the Contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Contractors as aforesaid shall be deducted from the Security Deposit, furnished by the contractor should this sum also be nonsufficient 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.

b) In the event of termination of this Contract, or in the event of any breach of any of the terms and conditions of this Contract by the contractor, the DLTC shall have the rights to forfeit

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the entire or part of the amount of Security Deposit of the contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation.

XIII. Responsibilities of the Contractor

a) The Transport contractor shall transport the CMR loaded Vehicle after receipt of Transit Pass-cum-AC Note from the Custom Miller. Miller is responsible for loading of stock onto the Transport contractor's vehicle. The Contractor shall ensure delivery of the resultant CMR at RRCs/Depots with adequate protection & safety at his own risk. Loading and unloading of CMR will be conducted under joint custody of Transport contractor & Custom Miller to ensure both quality and quantity compliance. The Custom Miller shall have sole responsibility for the quality of CMR throughout the process.

b) The Contractor shall provide a list of vehicles to be deployed in a month for the purpose of transportation under the contract by 2nd of every month.

c) The Contractor shall engage adequate number of transport vehicles as and when required for transportation of CMR in accordance with the instructions issued by the District Manager or an officer acting on his behalf.

d) The Contractor shall be responsible to engage adequate number of transport vehicles for carrying out any other services under the Contract in accordance with the instructions issued by the District Manager or an officer acting on his behalf

e) The Contractor shall transport such number of bags of CMR as may be entrusted by the District Manager or an Officer acting on his behalf.

f) The Contractor shall obtain daily programme of CMR from the District Manager or any officer acting on his behalf i.e. Secretary PACS/WSHG/PP for the next date/day and also CMR to be loaded in accordance with DCs issued to a Miller and shall provide adequate number of lorries/trucks in good condition in accordance with the programme and shall ensure that the lorries, trucks etc. are positioned at the different loading points as indicated by the District Manager or any officer acting on his behalf, daily at the time specified, so that schedule of delivery will not be affected.

g) In special cases the Contractor may also be required at short notice to arrange to transport bags of Wheat, Chana Dal etc. And shall bound to comply with such requests.

h) The quantity mentioned in any programme given by the District Manager or any other officer acting on his behalf may be altered and the Contractor shall be bound to supply lorries/trucks required for the quantity shown in the programme. He shall not be entitledto any compensation whatsoever for not entrusting him with the quantity of work specifiedinane programme issued to him.

i) The Contractor shall be responsible for the safety of the goods from the time they are loaded on their truck from Rice Mills until they have been unloaded from the trucksat destinations

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as specified in the Contract or as directed by the District Manager or any other officer acting on his behalf. The contractor shall provide tarpaulins on decks of the truck so as to avoid loss of CMR through the holes/crevices in the decks of the truckand shall be liable to make good the value of any loss, shortage or damage during transit. The weight of the bags of CMR loaded/unloaded into/from trucks shall be worked out on the basis of cent percent weighment. The contractor or representative of the Contractor shall be present at the time of checking of the weights at the loading/unloadingpoints. The District Manager of the Corporation will be the sole Authority for determining the quantum of the loss.

j) The Contractor shall be liable to obtain Transit Insurance Cover from a General Insurance Company in favour of the Corporation against loss or damage to the CMR entrustedto him for transportation.

k) The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the same. Any Contractor resorting to overloading of the trucks in violation of the Rules will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.

l) The Contractor shall be liable for any loss/damage caused by any delay in the delivery of goods to the Corporation/Custom Miller due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.

m) The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the CMR of the Corporation are loaded.

n) The Contractor shall periodically inform in writing the registration number sand description of the vehicles used for the transport of the goods of the Corporation so as to facilitate checking of the vehicles by the officers/ officials of the Corporation.

o) The Contractor shall give an undertaking agreeing to abide by the Section 11 of the Carriage by Road Act, 2007 and shall undertake to compensate the loss as per the provisions of MTF. Further, Contractor shall also submit necessary documents of registration etc. to the Corporation.

p) In accordance with the Govt. Of India, Ministry of Road Transport & Highways programme for electronic toll collection from vehicles plying over National Highways, the Contractor shall ensure that the toll is paid electronically through pre-paid Tag affixed on the wind screen of the Vehicles deployed for Corporation duty which would enable seamless travel through dedicated lanes installed with Tag readers and facilitate adoption of cashless system and produce proof of same as and when demanded by the Corporation.

q) As the Contractor is responsible for safety of CMR movement of which is entrusted to him

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while in his custody he must take all possible measures like noting down of Engine number, Chassis Number, Driving License No., and the Photograph of the Driver of the Truck engaged by him before the dispatch of the stock from the godowns in order to avoidany missing of trucks with stocks, hijacking, etc. In the event of missing of truck, it is the responsibility of the Contractor to file an FIR with respective P.S. for investigation and inform the District Manager and the Head Office within 24/ 48 hours. It is the responsibility of the contractor to make good the loss to the Corporation. This loss shall be recoverable from the contractor at the Economic Cost in case of CMR stock lost in the missing truck. The contractor shall be liable to pay interest against the value of stocks from the date of missing of the Truck till the loss is made good to the Corporation.

r) Huge quantities of CMR to be transported during the Contract period, the tenderersshould have both physical infrastructures in terms of vehicles, maintenance, assured supply of POL, Lubricants etc., to keep up the tempo of transportation as well as financial resources to be able to do so on his own without seeking any mobilization advance from the Corporation for this purpose.

t) As per Minimum Threshold Parameters communicated by Govt. of India, Vehicle tracking system is mandatory for CMR from Mill to Depot. for this purpose the OSCSC Ltd. has introduced Vehicle Tracking System in all Districts to monitor the movement of CMR transportation from Mill to Depot. The CMR Transport contractor required to install with GPS devices in 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 CMR transport vehicles before undertaking the transportation of stocks.

XIV. Set–off

a) Any sum of money due and payable to the Contractor (including Security Deposit refundable to the Contractor) 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, rounder this contract or any other Contract made by the Contractor with theCorporation.

b) OSCSC reserves the right to claim from the tenderer any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on the part of the service provider.

XV. Book Examination

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The Contractor shall, whenever required, produce or cause to be produced for examination by the District Manager or any other officer authorized by him in this behalf, any cost or other accounts books, account vouchers, receipts, letters, memoranda or writing, 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. The decision of the District Manager on the question of relevancy of any document, 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 District Manager.

XVI. Volume of work

a) Subject as hereinafter mentioned, the Corporation does not guarantee any definite volume of work or any particular pattern of service, at any time, or throughout the period of the Contract. The mere mention of any item of work in this Contract does not by itself confer aright and/ or confirm any right to the Contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him.

b) The Corporation have the exclusive right to appoint more than one Contractor and to divide the work between such Contractors in any manner that the Corporation may decide for smooth procurement and movement of CMR and no claim shall lie against the Corporation by reason of such division of work. In case of Emergency Corporation can takeextraordinary steps to lift and transport CMR from Mills for smooth procurement operations.

c) If the Contractor is required to perform any service in addition to those specifically provided for in the Contract and the annexed schedule of Contractor's remuneration, the same will be paid at the rates as fixed by mutual agreement.

d) 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 or is not auxiliary or incidental to any of such services, shall be decided by the District Manager whose decision shall be final and binding on the Contractor.

e) The Contractor will have the right to represent in writing to the District Manager that a particular service which they are being called upon to perform is not covered by any of the services specifically provided for in the Contract, or, as the case may be, is not auxiliary or incidental to such services, provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the Contractor's right in this regard will be deemed to have been waived.

XVII. PAYMENT

The tenderer has to quote rate in percentage with reference to the schedule of Rates already fixed in consideration to Source to Destination for a cluster and in consideration to the location of Mills and unloading points as well as the prevailing conditions in the districts such as road

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condition, toll gates, prevailing trends of inflation in fuel rates etc.

i. The Payment will be made by the concerned District Manager of the Corporation on submission of bills, in triplicate, duly supported by consignee receipts on monthly basis.

ii. The contractor should submit all the bills not later than 2 months from the date of expiry of the Contract so that the refund of the Security Deposit may be speeded up. Inorder to facilitate disposal of bills the Contractor is advised to submit bills monthly.

iii. The tenderer, registered under GST shall ensure that the invoice to be raised with OSCSC is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by OSCSC.

iv. OSCSC reserves the right to release the payment of GST amount (if applicable) only post matching of the invoices in the GSTN system.

v. This shall be ensured by the tenderer registered under GST (if applicable), that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.

vi. 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.

XVIII. RATES

i. All rates will be treated as firm for the period of the contract. No escalation what so ever shall either be claimed or considered except as provided.

ii. The rates for transportation of CMR are on the basis of net weight of CMR.

iii. No separate remuneration will be payable for the distance covered by the loaded lorries for the return journey, or from garage to place of loading, or back to garage.

iv. For the purpose of calculation of transportation charges, the distance shall in all cases be rounded off to the nearest Kilometer.

v. Transportation charges shall be paid on the shortest distance. The distance will bereckoned as fixed by the Collector of the district or by an officer acting on his behalf and rounded off to the nearest Kilometer, which will be final and binding on the contractor.

vi. No compensation shall be admissible to the Contractor in respect of detention of trucks at the godown or any other loading/unloading points or any other place unless such detention is of an extraordinary kind. The decision of the District Manager in all such matters shall be final.

XIX. Maintenance and Furnishing of Information:

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i. The Contractor shall furnish to the District Manager daily details of movement of CMR entrusted by Government from time to time, from the PPCs to Rice Mills & from Rice Mills to RRCs to destinations Lorry wise quantity transported on daily basis without fail.

ii. The Contractor shall not only maintain complete accounts but also furnish returns prescribed as and when requested by the District Manager/ Corporation in the proforma prescribed.

iii. The Contractor shall, whenever required, produce or cause to be produced, any cost or other accounts, books of accounts and records for inspection and scrutinyby the District Manager or any officer of the Corporation.

XX Force Majeure.

The contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the District Manager shall be the final authority to decide. Strikes by contractor's workers on account of any dispute between the contractors and their workers as to wages or otherwise will not be deemed to be a reason beyond the contractors control and the contractors shall be responsible for any loss or damage which the Corporationmay suffer on this account. Loss due to fire or theft during transit cannot be terms as force majeure event.

XXI. Law Governing the Contract & Dispute resolution:

i. The Contract will be governed by the Laws of India for the time being in force.

ii. In case of any disputes arising out of and touching upon the contract, the same will be first referred to the Dispute/Grievance Redressal Committee to be constituted and functioning at the Head Office of the Corporation, with a view to settle the disputes. The matter/ dispute shall be referred by the aggrieved party within 30 days from the date of dispute. If any disputes remain thereafter, the same will be settled in the Court of Law having competent jurisdiction in Odisha only.

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Appendix-I

GENERAL INFORMATION FOR APPOINTMENT OF TRANSPORT CONTRACTORS FOR TRANSPORTATION OF CMR FROM MILLs TO DEPOTs FOR THE KMS 2025-26

Sl.No	Name of the Unit	No.of Depots Tagged	No. of Millers Tagged	Quantity of CMR delivered in KMS 2024-25 (in Qntls)
1	BALISANKARA	1	5	127316.84
2	HEMGIRI	1	4	47745.37
3	KUTRA	1	9	186674.53
4	TANGARPALI	1	8	159322.52
5	RAJGANGPUR	1	2	28334.94
6	BONAI	1	8	218652.96
7	ROURKELA(MC)	3	17	510412.84

Member
CCSO-cum-DM

Member
ALO

Member
DSWO

Member
RTO

Member
APD (F)

Member
DTO

Member
Asst. Commissioner
CT & GST

Member
ADM (General)

Collector-cum-Chairman
Sundargarh

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Annexure-A

Instruction for Online Bid Submission

A. Submission of Proposal in the online Portal:

1. The Applicant intending to participate in the bid is required to register in the Portal e **www.tendersodisha.gov.in** furnishing required information about them. This is a onetime activityfor registering in Portal. During registration, the Applicant has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL, etc.
2. To log on to the portal, the Applicant is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. The system checks the unique ID, password and authenticates the login process for use of portal.
3. 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 home page. The publication of the tender will before specific period of time till the lastdate of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active Tenders Any bidder can view or download the bid documents from the web site.
4. Furnishing scanned copy of documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
5. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
6. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
7. For submission of Bids through the e-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information The on line bidder shall have to produce the

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Original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per Tender.

8. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the e-Procurement portal.
9. The Officer inviting the bid will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC, provided the questions are raised before the date mentioned in the homepage under critical dates.
10. Any addendum issued shall be part of the bidding documents and shall be notified in the websites.
11. The Officer inviting the bid shall provide entire tender document along with forms and formats in the portal. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates in designated Cell and uploads the same in designated locations of Financial Bid. Using DSC of appropriateclass shall effect submission of document.

B. Tender Fees (Non-refundable)

The bidder must deposit Rs. 1000/- (Rupees one thousands inclusive of GST @18%) towards Tender Document Fee and EMD of Rs._____(Rupees_____Only) at the time of submission of application 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.

C. Format and Signing of Proposal:

1. The prospective bidder can download the tender from the website any time after date and time of issue of TENDER and save it in his system and undertake the necessary preparatory work offline and upload the completed tender at his convenience within the due date and time of submission The Applicant shall only submit single copy of the proposal including required documents and Price Bid in the online portal i.e. Www.tendersodisha.gov.in within due date of submission. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures, the words will be self-generated The Bidders are advised to up-load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power/link failures etc.

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2. The Applicant shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including declaration form, formats and price bid etc., and store in the system. The applicant shall also ensure payment of Bid processing fee and EMD before submission of proposal completed in all respect.
3. The Applicant 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 inappropriate place he clicks the submit button to submit the bid to the portal.
4. The bids once submitted cannot be retrieved or corrected. Bids 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 Applicant should click on submit button.
5. In the e-Procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in tothe portal.
6. 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 bid non-responsive However, the Officer Inviting the Proposal if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid If the Applicant fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.
7. Signing of Bid: The Applicant shall digitally sign on all statements, documents and certificates uploaded by him, owing responsibility for their correctness/authenticity as per ITAct 2000.If any of the information furnished by the Applicant is found to be false/ fabricated / bogus his EMD/ Bid security shall stand forfeited and the bidder is liable to be blacklisted.

D. Submission of Proposal:

1. Deadline for Submission of Proposal:

   The online submission will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submitthe bid. The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

2. **Late Bids:**

   The system shall reject submission of any bid through portal after closure of the receipt time. For all-purpose the server time displayed in the e-procurement portal shall be the timeto be followed by the bidder and concerned officers.

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3. **Modification and Withdrawal of Bids:**

4. In the e-Procurement Portal, it is allowed to modify the bid 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 bids already submitted by the bidder will be removed automatically from the system and thelatest bid only will be admitted. But the bidder should avoid modification of bid 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 bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
5. In the e-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and upload the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

E. Opening and Evaluation of Proposal:

1. The Tender Inviting Officer shall open the bids on specified date and time. Bid opening date and time as specified in the Notice Inviting Proposal can be extended issuing a corrigendum to this effect in the portal, if necessary.
2. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Applicants are not required to be present during the bid opening to witness the process.
3. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.
4. The Opening Officers will first check the scanned demand draft towards Processing Fee and the scanned document of Bid Security with that of the original submitted. If found in order, then only further evaluation shall be carried out, else the proposal shall be declared invalid and be liable for rejected.
5. The bids accompanied with application fees will be taken up for further evaluation with respect to eligibility, experience and financial strength based on document submitted.
6. The Proposal Inviting Officer may be asked in writing to the Applicant for clarification with respect to any document submitted along with the proposal or any other matter during the course of technical evaluation, if necessary.
7. The Applicant will respond in not more than 3 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
8. The Technical evaluation of all the bids will be taken up as per the information furnished by the Applicant. But evaluation of the bid does not exonerate the bidders from checking their

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original documents and if at a later date the bidder is found to have mislead the evaluation through wrong information, action) shall be taken against the bidder/applicant.

9. After technical evaluation of the Proposal and selection of the technically qualified Applicants, the financial bids of the technically qualified bidders only shall be opened (online) on the due date and time of opening.

******

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Annexure-2

Capability Certificate

Bank:
Branch:

Phone No. .....

E Mail.....

Letter No. ..... Date .....

To

The 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 asum of Rs.....(Rupees crore only) and has financial ability to meet the expenses up tothe amount indicated above.

It is clarified that this information is furnished without any responsibility on our part in any respect what so ever 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/Authorized Signatory (Seal & Signature)

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

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Appendix-II

FORWARDING LETTER

From... (full name & address of the tenderer)_____

_____

To.....

THE DISTRICT MANAGER, OSCSC

.....

Dear Sir,

1. I submit the e-Tender for appointment as Transport contractor for transportation of CMR from Mill to Depot.
2. I have thoroughly examined and understood all the terms & conditions as contained in the Tender document, invitation to tender, General Information to Tenderer and its annexure & appendices and agree to abide by them.
3. I agree to keep the offer open for acceptance upto 21 days. I/We shall be bound by communication of acceptance of the offer dispatched within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for the Corporation the offer will remain open for acceptance till the next working day.
4. I do hereby declare that the entries made in the tender and Appendices/Annexures attached there in are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.
5. I hereby declare that my Firm/Company has not been blacklisted or otherwise debarred during the last five years by the OSCSC, or any other Public Sector Undertaking or any Government, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. (*)

   OR

   I hereby declare that my/Firm/Company was blacklisted/debarred by (here give the name of the client) for a period of_____, which period has expired on .....(Full Details of the reasons for blacklisting/debarring, and the communication in this regard, should be given) (*)

   (*) (Strike out whatever is not applicable)
6. I hereby declare that no contract entered into by me/my Firm/Company with the OSCSC, or any other Public Sector Undertaking or any government, or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.

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7. I hereby declare 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/us with the OSCSC, or any other Public Sector Undertaking, or any government during the last five years.
8. 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.

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, the OSCSC shall have the right to disqualify me/us without giving any notice or reason therefore or summarily terminate the contract, withoutprejudice to any other rights that the Corporation may have under the Contract and Law.

(Signature of tenderer with Seal)

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Appendix-III

ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED
(A STATE GOVT. UNDERTAKING)
(District Office Address:_____)
TECHNICAL TENDER FORM (Annexure-I)
(Technical tender form for the transportation of CMR as entrusted by govt. From time to time, for KMS 2025-26

Ref: Tender Notice for transportation of CMR as entrusted by OSCSC Ltd for KMS 2025-26 (Ref. No._____Date_____)

NAME OF THE CLUSTER FOR WHICH TENDER FILED:

1. Name of the Tenderer/Firm :

2. Permanent Address :

3. Address of the Head Office of Tenderer/Firm

H.No.	:
Street No.	:
Village	:
Block	:
District	:
Pin Code	:
Phone Number	:
Aadhar No.	:

4. Address of Branch Office

H.No.	:
Street No.	:
Locality	:
Pin Code No.	:
Phone No.	:

5. Whether Proprietary Firm Or partnership Firm or Limited Company (Firm Registration Certificate Should be enclosed) :

6. Name & Address of the Proprietor/Partners/Directors. (Partnership Deed/ Memorandum and Articles of Association Should been closed) :
7. Previous experience in transport Work (if so proof in support of This should be enclosed). :
8. No. Of Trucks owned and hired With registration No., and Company :

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9. Any Branch Office in the District, :
   If so give address, Phone No., etc.
10. Date and Year of establishment :
    Of Branch Office in the District
11. Turnover in transport business
    During the last three financial years.
    2022-23 :
    2023-24 :
    2024-25 :
12. Assessment years
    IT Return Copy:
    AY-2023-24 :
    AY-2024-25 :
    AY-2025-26 :

(Signature of Tenderer with Seal)

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Appendix-IV

Proforma of Bank Guarantee of Security Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This Deed of Guarantee made this___day of___between___(Name of Bank)having its registered office at_____(place) and one of its local offices at____(hereinafter referred toas the Surety), and Sri_____, Proprietor / Partner / Director of_____having its registered office at_____(hereinafter referred to as Tenderer).

WHEREAS M/s._____(hereinafter referred to as Tenderer) and having its registered Office at is bound to furnish security in the form of Bank Guarantee with OSCSC .....In connection with submission of tender for Road Transport Contract from .....To ..... (Locations).

WHEREAS the Tenderer as per clause No._____of terms & conditions of the Tender No._____dated_____has agreed to furnish Security by way of Bank Guarantee within fifteen days from the date of acceptance of Tender for Rs.....for due performance of all obligations under the contract.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above tender made by the Tenderer to OSCSC hereby undertake to guarantee payment on demand without demur to OSCSC and without notice to the Tenderer the said amount of Rs._____ (Rupees) within one week from the date of receipt of the demand from OSCSC on presentation of this Deed of Guarantee which the Tenderer is bound to furnish with OSCSC towards Security in connection with his Tender.
2. This Guarantee shall not be affected/discharge by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of OSCSC, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of OSCSC in writing.
4. Not with standing anything contained in the fore going, the Surety's liability under thisGuarantee is restricted to Rs._____ (Rupees_____).
5. This Guarantee shall remain in force and effective up to.
6. The Surety will make the payment pursuant to the Demand issued by OSCSC notwithstanding any dispute or disputes raised by the Tenderer against OSCSC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety's liability under this guarantee being absolute and unequivocal.
7. Any forbearance, act or omission on the part of OSCSC in enforcing any of the conditions of the

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said Tender or showing any indulgence by OSCSC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by OSCSC notwithstanding anything contained herein above, unless a demand or claim under this Guarantee is made on the surety in writing on or before ..... the Surety shall be discharged from all liabilities under this Guarantee thereafter.

8. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this Deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED

For and on behalf of above named Bank

For and on behalf of

(Bankers Name and Seal)

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Appendix-V

Proforma of Bank Guarantee to be furnished along with Security Deposit as Performance Guarantee (where Tenderer does not have requisite experience as stipulated in the Tender).

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This Deed of Guarantee made this day of between (Name of Bank) having its registered office at_____(place) and one of its local offices at (herein after referred to as the Surety), and Shri_____Proprietor/partner/Director of..... Having its registered Office at..... (here in after referred to as Tenderer).

WHEREAS M/s.....(herein after referred to as "Tenderer") having its registered office At .....is bound to furnish Performance Guarantee in the form of Bank Guarantee with OSCSC in connection with Tender for RT from..... To ..... at (location).

WHEREAS the Tenderer as per clause no. Of terms and conditions of the tender No.....date..... Has agreed to furnish Performance Guarantee by way of Bank..... dt.....Guarantee within fifteen days from the date of acceptance of tender for Rs.....for due performance of all obligations under the contract.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to OSCSC hereby undertakes to guarantee payment on demand without demur to OSCSC and without notice to the Tenderer the said amount of Rs. (Rupees .....) within one week from the date of receipt of the demand from OSCSC on presentation of this Deed of Guarantee which the Tenderer is bound to furnish with OSCSC towards Performance Guarantee in connection with his Tender.
2. This Guarantee shall not be affected /discharge by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of OSCSC, Tenderer or the Surety.

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3. The Surety shall not and cannot revoke this Guarantee during its currency except with previous consent of OSCSC in writing.
4. Not with standing anything contained in the foregoing, the Sureties liability under the Guarantee is restricted to Rs._____(Rupees .....).
5. This Guarantee shall remain in force and effective up to_____.
6. The Surety will make the payment pursuant to the Demand issued by OSCSC notwithstanding any dispute or disputes raised by the Tenderer against OSCSC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the surety's liability under this Guarantee being absolute and unequivocal.
7. Any forbearance, act or omission on the part of OSCSC in enforcing any of the conditions of the said Tender or showing any indulgence by OSCSC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by OSCSC.
8. Not with standing anything contained herein above, unless a demand or claim under this Guarantee is made on the Surety in writing on or before .....the Surety shall be discharged from all liabilities under Guarantee thereafter.
9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

(Bankers Name and Seal)

SIGNED AND DELIVERED
For and on behalf of

For and on behalf of above named Bank

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(To be issued in the letter head of the issuing authority)

APPENDIX-VI

Proforma of Work Experience Certificate to be produced by the Tenderer

Sl. No.	Name of the Client/ Customer	Nature of the work /Contract executed	Contra ct Period	Product transported	Volume of Work Handled In MT	Total Value Of work /Contract executed	Financial Year Wise Breakup Of the work/Contract Executed		Whether Work executed satisfactorily (Yes/No)	Remarks
							FY	Amount		

Seal and Signature of Issuing Authority

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Appendix-VII

CONTRACT VALUE FOR APPOINTMENT OF TRANSPORT CONTRACTORS FOR TRANSPORTATION OF CMR FROM MILLs TO DEPOTs FOR THE KMS 2025-26

Sl No.	Name of the Unit	Contract Value	Cash Security @2.5% of Contract Value	Bank Guarantee @2.5% of Contract Value
1	BALISANKARA	5187892.00	129697.00	129697.00
2	HEMGIRI	1638702.00	40968.00	40968.00
3	KUTRA	6827919.00	170698.00	170698.00
4	TANGARPALI	3998164.00	99954.00	99954.00
5	RAJGANGPUR	1023385.00	25585.00	25585.00
6	BONAI	5553868.00	138847.00	138847.00
7	ROURKELA(MC)	16894752.00	422369.00	422369.00

Member
CCSO-cum-DM

Member
ALO

Member
DSWO

Member
RTO

Member
APD(F)

Member
for DTO

Member
Asst. Commissioner
CT & GST

Member
ADM (General)

Collector-cum-Chairman
Sundargarh

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Appendix-VIII

List of Documents Attached/ Uploaded

All supporting documents except tender document have to be signed, scanned, and uploaded in Technical Bid. Price Bid has to be scanned and uploaded at the requisite places in the e-Procurement System.

List of documents.

1	Forwarding Letter – **Appendix- II**.
2	Technical Bid **-Appendix – III**.
3	Work Experience – **Appendix – VI**.
4	Details of Own vehicles in possession of the Tenderer.
5	Details of Hired vehicles in possession of the Tenderer.
6	At tested copy of Registered Deed of Partnership/ Memorandum and Articles of Association/ By-laws/ Certificate of Registration etc. As applicable.
7	Power of Attorney of person signing the tender.
8	Duly audited P & L account and Balance sheet for 3 financial years. I.e. F.Y 2022-23, 2023-24& 2024-25 shall be submitted along with Tax Audit Report U/s 44 AB wherever applicable.
9	Copy of income Tax Return for A.Y. 2023-24, 2024-25 & 2025-26.
10	Copy of GST registration certificate, if available.
11	Affidavit mentioning that She/he/firm/Company is not blacklisted as per format at Appendix-IX.
12	Tender submission undertaking – **Appendix-X**
13	Registration Certificate under "The carriage by Road Act 2007 & The carriage by Road Rule2011" issued by State Transport Authority (STA)/ Regional Transport Authority(RTA).
14	Particulars of vehicles owned/ hired – **Appendix – XII/ XIII**.
15	Capability Certificate from Bank.
16	Copy of document in support of deposit of Tender document fee & EMD.

Signature of Bidder/ Authorized Person

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Appendix-IX

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

I, Sri/Smt._____ Aged about_____ S/o. /D/o. /W/o._____Proprietor/Partner/Director of M/s._____At-_____Po-_____, P.S-_____, Dist-_____do hereby solemnly affirm and state as follows:

1. That pursuant to the tender call notice dt._____Of District Manager, OSCSC Ltd..... For appointment of Transport contractor for transportation of CMR, I/my firm/company am/is an intended bidder to participate in the said tender process.
2. That as per terms & conditions of the tender documents, I am to declare that, I/my firm/company have not been blacklisted by any Central/State Govt. Organization or by any Public Sector undertakings of the State/Central Govt.
3. That I/my company/firm/directors of the company/partners of the firm have not been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more.
4. That this affidavit is required to be produced with tender paper before the authorities of OSCSC Ltd.
5. That the facts stated above are true to the best of my knowledge and belief. If the above declaration is found false/ not true during the scrutiny of tender or the currency of the contract, I shall be liable for punishment for such breach of the contract as per Clause-8 (ii) of tender documents and my other agreements with OSCSC shall also be liable for termination. Apart from above, my EMD / Security Deposit may also be forfeited.

Identified by me

Deponents

Advocate

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

Deponent Executive Magistrate/Public Notary

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

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Appendix-X

TENDER SUBMISSION UNDERTAKING

Date:_____

To,

The District Manager
OSCSC Ltd.,.....

Sub: Acceptance of Terms & Condition of
Tender: Tender Reference No:_____
Name of Cluster/UNIT applied:_____

Dear Sir,

1. I/We have downloaded / obtained the tender documents(s) for the above mentioned Tender / Work from the web site(s) as per your advertisement.
2. I/We here by certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms /conditions / clauses contained therein.
3. The corrigendum (s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender documents(s) /corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department /organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under the law.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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Appendix-XI

DETAILS OF OWN VEHICLES IN POSSESSION OF THE TENDERER

1. **OWNED VEHICLES**:

Sl. No.	Vehicle No.	Name of the Owner	Capacity in mts	Year of Registration	RTA Permit No.& Validity Up to	Fitness Validity Up to	FORM B Validity UP TO	Insurance Validity Up to
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

I hereby declare that the above vehicles are not declared in any other transportation contracts with OSCSC Ltd i.e. Paddy/Other commodities Transportation or any other purposes.

Signature of the Tender

Name:

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Appendix-XII

DETAILS OF HIRED VEHICLES IN POSSESSON OF THE TENDERER

1. HIRED VEHICLES:

Sl. No	Vehicle No.	Name of the Owner	Capacity in MTS.	Year of Registration	RTA Permit No. & Validity Up to	Fitness validity up to	FORM 24 B Validity UP TO	Insurance Validity Up to	Agreement with the owner up to
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									

I hereby declare that the above vehicles are not declared in any other transportation contracts with OSCSC Ltd i.e. Paddy/Other commodities Transportation or any other purposes.

Signature of the Tender

Name:

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Part-B

FINANCIAL BID
(CMR)

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PRICE BID

Instruction

A)

Distance range	Schedule of rate (in paisa per qtl./Km. (fixed)
CMR	
0-08 KM (i.e. Up to 08 KM)	19.46 (flat per qtl.)
08 - 20 KM (i.e. More than 08 KM up to 20 KM)	0.53
20-40 KM (i.e. More than 20 KM up to 40 KM)	0.53
40-80 KM (i.e. More than 40 KM up to 80 KM)	0.28
Beyond 80 KM (i.e. More than 80 KM)	0.28

Rate for transportation shall be mentioned for the cluster as prescribed in the specified location only in the protected Bill of Quantities (**online BoQ**). Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (online BoQ) by the bidder shall result in disqualification of the bidder. Rate includes all taxes, duties, cess etc. and no other charges would be payable.

A. Rate shall be quoted for transportation of Paddy at either Schedule of Rate (SoR) or Above Schedule of Rate (ASoR) or Below Schedule of Rate (BSoR).

B. Only the FINANCIAL BID of a qualified bidder on scrutiny of TECHNICAL BID shall be considered and opened.

C. 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.

D. Multiple BoQ submission for a cluster by bidder shall lead to rejection of tender.

E. Quoting of lowest rate does not confer any right for selection of the bidder at the rate quoted. In view of urgency, the Corporation may further examine the reasonableness of the offered rate and ask the lowest bidder for reduction of rate for early finalization of tender process.

F. In case of multiple bidders quoting the lowest service charges (rate), lowest (L1) bidder shall be selected through a transparent system of lottery.

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

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

1. The bidder is required to follow the SoR mentioned in the tender document.
2. The SoR has been reflected in the BoQ format in the text row.
3. The bidders are required to fill-up the BoQ format in the active cells only.
4. The bidder is required to move its cursor to the row mentioned as 'Quoted Rate in Figures' and then move to the select option to choose any one of the drop-downbox i.e. 'excess' or 'less'.
5. Then the bidder shall move to the next column i.e. 'Percentage rate' to choose the percentage option then enter a valid percentage rate.

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6. Such valid percentage rate shall mean either excess or less as pre-filled by the bidder.
7. In case the bidder desires to quote the rate at par with the SoR, then the bidder needs to quote 0% in the desired column on selecting either 'excess' or 'less' in the drop-down box.
8. In case the bidder fails to quote any percentages in the desired active cell or leaves the cell as blank, then the bid shall be treated as non-responsive bid or cancelled bid.
9. The rate to be quoted in percentile only in the prescribed 'BoQ' format only. Such percentile quoted in the desired column shall be the decision factor to find out the L1bidder in the tendering process. The rate quoted other than the BoQ format shall not be considered at this end.
10. Any further clarification as will be required by the bidder during the bidding process or during filling up of BOQ format, may contact the Officer inviting the bid / GM (Procurement) OSCSC Ltd. During official hour.

Validate Print Help

Percentage BoQ

Tender Inviting Authority: CCSO/CSO-cum-District Manager_____(To Be Filled Up by the Concerned District)

Name of Work: FOR APPOINTMENT OF TRANSPORT CONTRACTOR FOR TRANSPORTATION OF CMR FROM MILL TO DEPOT FOR _____ Clusters

Contract No: _____(To Be Filled-up By The Concerned District)

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 relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Distance Range & Schedule of Rate (In Paisa PQ PKm)
0-8 Km Rs. 19.46 Flat Rate PQ irrespective of distance
8-20 Km (i.e. More than 08 KM upto 20 KM) Rs.0.53
20-40 Km (i.e. More than 20 KM upto 40 KM) Rs.0.53
40-80 Km (i.e. More than 40 KM upto 80 KM) Rs.0.28
80 Km & above Rs.0.28

Sl. No.	Item Description	Choose Excess / Less	Quote Percentage
1	TRANSPORTATION OF CMR FROM MILL TO DEPOT POINTS (Distance Range		
Quoted Rate in Figures		Select	

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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.

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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.

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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.**

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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.

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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.

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

12. Role of Cyber Treasury :

a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G. (O) as per the established process.

b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

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

14. Applicability and modification of existing rules / orders:

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

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

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

5/11/17

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

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	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.

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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	I. The *payment* 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.	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.
	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.	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.
State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies	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	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

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Memo No. 17255 /W, dated, 5.12.17

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

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.

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.

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.

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.

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.

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

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