

SAMPLE TENDER PAPER

(Level-II Transport Contractor)

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

Tender No. 850 /Date 22.02.2019

TENDER DOCUMENTS

Tender Documents comprising 55 pages (including annexure and appendix) are issued in duplicate, out of which one copy is to be retained by the tenderer & the other copy to be sent to District Manager, OSCSC Ltd., Jajpur strictly through Regd. Post/ Speed Post/ Courier Service only. Tender documents sent other than the above mode shall not be entertained in any circumstances.

Cost of Tender Paper – Rs. 10000/- (Rupees Ten Thousand only) inclusive of GST. Money receipt will be required in case of tender paper purchased from the District Office and Bank Draft / Bankers cheque will be required in case of tender paper downloaded from District website. The Draft or Bankers cheque shall be made in favour of the District Manager, OSCSC. Ltd. Jajpur District payable at Jajpur Town.

INVITATION TO TENDER & INSTRUCTION TO TENDERERS FOR
TRANSPORTATION OF FOODGRAINS FROM RICE RECEIVING CENTRE-CUM-
DEPARTMENTAL STORAGE CENTRE (RRC-CUM-DSC) TO RETAIL CENTRES
YEAR- 2019-20 & 2020-21.

- (i) Last date and time of receipt of Tender Papers Dt.15.03.2019 up to 5.00 PM.
- (ii) Tender Papers to be opened on Dt 16.03.2019 at 11.00 AM.
- (iii) If the date on which tender is scheduled to be opened falls on any holiday, next working day shall be treated as the date for opening of Tender Papers at same time, so also in case of receipt of tender papers.
- (iv) The tender document received after the last date and time of receipt of tender paper shall not be entertained. The Corporation shall not be responsible for any postal delay.


 (Signature of the Issuing Officer)

(Signature of the tenderer)

1. GENERAL INFORMATION:

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

1.2 The Unit shall mean:

- i. One Block or,
- ii. One Block and adjoining one NAC together or,
- iii. One Municipality.
- iv. The Bhubaneswar Municipal Corporation (BMC) & the Cuttack Municipal Corporation (CMC) shall be considered as 03 separate Units each for this tender. The FPS dealers working in BMC & CMC shall be demarcated into 3 units as per the geographical location for appointment of separate contractor for each Unit under this tender process.
- v. Considering the geographical location, some G.P. of a Unit can be tagged to other Unit for smooth transport operation.

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

i. One RRC-cum-DSC tagged with one or more Units:

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

Example: -

RRC-cum-DSC - 'R'

Units tagged - 'U1', 'U2', 'U3'

- Same or different contractor(s) can be appointed for Unit 'U1', 'U2' & 'U3' at a same rate or different rate(s) depending upon the lowest rate (%) quoted.

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

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

Example: -

Unit - 'U'

RRC-cum-DSCs tagged to Unit 'U' - 'R1' & 'R2'

- One contractor shall be appointed at a single rate for transportation of foodgrains to the retail centres of Unit 'U' from both the RRC-cum-DSCs i.e. 'R1' & 'R2'. The tenderer applying for Unit 'U' shall quote a single rate (%) for both RRC-cum-DSCs 'R1' & 'R2'.
- iii. More than one RRC-cum-DSC located at different Units are tagged with one Unit and one commodity will be lifted from one RRC-cum-DSC and another commodity will be lifted from the other RRC-cum-DSC located at a different Unit:
 - One contractor shall be appointed for the Unit for transportation of foodgrains from more than one RRC-cum-DSC located at different Units to the retail centres of the Unit tagged depending upon the lowest rate (%) quoted.

Example: -

- RRC-cum-DSC located in different Units - 'R1' & 'R2'
- RRC-cum-DSC 'R1' located inside Unit 'U1' - Deals with rice
- RRC-cum-DSC 'R2' located inside Unit 'U2' - Deals with wheat
- Unit tagged - 'U1',
- One contractor will be appointed for the RRC-cum-DSC 'R1' for transportation of rice as well as for the RRC-cum-DSC 'R2' for transportation of wheat to the retail centres of Unit 'U1' depending upon the lowest rate (%) quoted.

1.4 Tender Paper shall be submitted in the following manner:

- i. Separate tender paper shall be submitted for each Unit of a district. BMC & CMC shall be considered as 03 separate Units.
- ii. In case one Unit is tagged to more than one RRC-cum-DSC located inside that Unit, then one tender paper shall be submitted quoting a single rate (%).
- iii. In case one Unit is tagged to more than one RRC-cum-DSC dealing with different commodities (rice & wheat) located in different Units, then one tender paper shall be submitted but quoting a single rate (%) for each such RRC-cum-DSC.

1.5 Original documents as per the Checklist (APPENDIX-II) shall be produced by the tenderer on the date and time of opening of tender paper for verification by the District Tender Committee.

1.6 The District Tender Committee may give reasonable time to a tenderer for production of original documents, as per his/her request on genuine grounds, and the tender paper may be considered on the basis of self-attested photocopies of the documents enclosed with the tender paper.

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(Signature of the tenderer)

- 1.7 The tenderer has to sign each and every page of the Tender Paper, Appendices & Annexures and put his seal.
- 1.8 The tenderer shall read all the instructions and guidelines carefully before filling up the tender papers and submitting the same so that there will be no ambiguity later on.
- 1.9 All the terms and conditions of the tender document along with its annexures & appendices shall form part of the required Agreement.
- 1.10 Tender paper not accompanied with all the Schedules / Annexures. Documents as detailed at Checklist (APPENDIX-II) intact and duly filled in & signed shall be liable for rejection.
- 1.11 Separate Agreement shall be executed for transport operation in each Unit. In case a tenderer is selected for more than one Unit, separate Agreement shall be executed with him/her for each Unit selected.
2. BIDDING PROCESS:
 - 2.1 Tenderers participating in the Tender process shall submit a Technical Bid & Price Bid in response to the Tender Call Notice.
 - 2.2 Earnest Money Deposit (EMD), Technical Bid & Price Bid shall be contained in separate sealed envelopes clearly marked as "EMD", "TECHNICAL BID" & "PRICE BID" as per norms specified below.
 - 2.3 First sealed envelope will contain the EMD and the Cost of Tender Paper. This envelope shall be marked as: "EMD".
 - 2.4 Second sealed envelope will contain the INSTRUCTIONS TO TENDERERS, PART-I TECHNICAL BID & its ANNEXURES. This envelope shall be marked as: "TECHNICAL BID".
 - 2.5 Third sealed envelope will contain the PART-II PRICE BID. This envelope shall be marked as: "PRICE BID".
 - 2.6 Fourth sealed envelope will contain all the THREE envelopes sealed separately i.e. EMD, TECHNICAL BID & PRICE BID with superscription "TENDER FOR APPOINTMENT OF LEVEL-II TRANSPORT CONTRACTOR IN _____ UNIT, JAJPUR DISTRICT".
 - 2.7 Envelope containing Technical Bid will be opened first and scrutinized on the day of opening of tender paper. The process may continue to the succeeding working days if scrutiny is not over on the day of opening of Technical Bid.

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- 2.8 Tenderers who qualify on the scrutiny of Technical Bid shall be intimated for opening of their Price Bid. Price Bid of tenderers who do not qualify in the Technical Bid shall not be opened & no correspondence shall be made with them.
3. INSTRUCTIONS TO TENDERERS:
- 3.1 The contract, if any, which may eventuate from this tender, shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the tenderer and provisions contained in the Tender documents.
- 3.2 A tenderer can be appointed in any number of Units in a district. The tenderer selected for more than one Unit in a district or in other districts taken together shall have 02 (two) separate vehicles for each Unit selected. The successful tenderer shall be given 07 days' time in writing to produce documents in support of additional vehicles and he/she may be asked to submit a declaration as per format at APPENDIX-V as to the name of Units he/she has been selected for appointment as Transport Contractor in the district and in other districts of the state.
- 3.2.1 In case a tenderer selected for appointment in more than one Unit & fails to provide information on additional vehicles or does not own proportionate vehicles for the Units selected within 07 days, he/she shall be appointed in those Units only where he/she has quoted lowest rates according to the number of vehicles owned. In case the tenderer has quoted same lowest rate in more Units compared to the number of vehicles owned, he/she shall be appointed in those number of Units, as per his/her choice, according to the number of vehicles owned.
- 3.2.2 In the Units for which a tenderer has been selected but doesn't get appointed as detailed above, the District Tender Committee shall negotiate with the 2nd lowest tenderer qualified in Technical Bid for that Unit to operate at the lowest quoted rate. In case the 2nd lowest tenderer disagrees to operate at the lowest quoted rate, similar exercise to be made with the 3rd lowest tenderer qualified in the Technical Bid and so on till all the tenderers qualified in the Technical Bid are negotiated to undertake the transport operation at the lowest quoted rate.
- 3.2.3 In case no tenderer agrees to undertake the transport operation at the lowest quoted rate on exercising the options as detailed above, rates shall be invited from all the tenderers qualified in the Technical Bid in sealed covers, Then selection shall be made at a negotiated rate keeping in view the prevailing rates in the district and in the financial interest of the Corporation.


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- The instructions to be followed for submitting the Tender papers are set out below:
- 3.3 Information about Tenderer: The Tenderer must furnish full, precise, correct and accurate details of information asked for in the tender documents.
- 3.4 Signing of Tender Papers: Person or persons signing the tender papers shall state in what capacity, he / she is or they are signing the Tender, e.g. as Sole Proprietor of a Firm or as a Secretary / Manager / Director etc. of a Limited Company or as a Partner of a Partnership Firm. The names of all the Partners and Directors should be disclosed and the tender paper shall be signed by all the partners or any partner duly authorized or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. A copy of the registered partnership deed shall be furnished with the tender papers. In case of a Limited Company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender paper is empowered to do so on behalf of the Limited Company. A copy of the Memorandum and Articles of Association of the Company along with copy of the Resolution of the Company authorizing the person who will sign the tender paper on behalf of company shall be attached to the tender document.
- 3.4.1 The person signing the tender paper or any document forming part of the tender, on behalf of another or on behalf of a firm or on behalf of a company, shall be responsible to produce a Registered Power of Attorney duly executed in his/her favour, stating that he / she has authority to bind such other person or the firm or the company as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said Registered Power of Attorney, his / her tender paper shall be liable for rejection, without prejudice to any other rights of the Corporation, under the Law.
- 3.4.2 Registered Power of Attorney shall be signed by all the partners in the case of partnership concern, by the proprietor in the case of a proprietary concern and by the person who by his / her signature can bind the company, in the case of a limited company.
- 3.4.3 However, a sole proprietor of a proprietorship firm signing the tender paper on own capacity need not furnish any Power of Attorney.
- 3.4.4 The successful tenderer shall ensure that the necessary documents authorizing the person who has signed the tender to bind his / her firm or the company have been filed and registered as per the provision of law.

4. PREREQUISITES FOR TENDER (QUALIFICATION CONDITIONS):

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

4.1 The tenderer shall furnish certificate from any Nationalised or Scheduled Bank indicating his/her financial capability for an amount not less than Rs.25.00 Lakhs. The tenderer is to furnish financial capability certificate issued not prior to 03 months from publication of tender as per the sample format enclosed at Annexure-2.

4.2 The tenderer shall have experience in Transportation/ Handling & Transportation of foodgrains in any State/Central Government PSU, State/Central Government Agencies or State Government/Central Government and they should have carried out, in any of the immediate preceding three financial years i.e. 2015-16, 2016-17 or 2017-18, the work of value of at least:

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

OR

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

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

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

In such case, the tenderer shall submit an undertaking along with the tender documents to the effect that "in lieu of experience certificate he/she shall submit additional security deposit equivalent to 50% of the total security deposit due to him/her in shape of Demand Draft/ Fixed Deposit/ Bank Guarantee issued from any Nationalised/ Scheduled Bank in favour of the District Manager, OSCSC Ltd., Jajpur at the time of execution of agreement for the entire agreement period".

4.4 The tenderer shall furnish an affidavit in the prescribed format (enclosed at Annexure-4) declaring that no criminal/vigilance case(s) pending in his /her name or in the name of his firm (sole proprietorship/ partnership/company) before any legal forum and his/her firm has/have never been black listed by any State/Central Government PSU, State/Central Government Agencies or by State Government/Central Government.

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- 4.5 The tenderer shall furnish an affidavit in the prescribed format (enclosed at Annexure-5) declaring non-involvement in commercial interest of his/her family members or Partners along with their family members or Directors along with their family members, as the case may be, for consideration of her/his appointment under this tender.
- 4.6 In case the tenderer is a firm/company, copy of Registration Certificate issued by the Competent Authorities as provided under the statute, is to be furnished.
- 4.7 The tenderer shall enclose statement from his banker for his financial transactions of last three months preceding to the publication of Tender Call Notice.
- 4.8 The tenderer shall furnish latest Income tax return for the Assessment Year 2018-19 (Financial Year 2017-18) and copy of PAN Card.
- 4.9 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).
- 4.10 The tenderer shall have minimum 2 (two) number of transport vehicles registered in his/her name/ in the name of the family members. The heavy vehicle like Tipper shall not be considered as a vehicle carrying foodgrains for the purpose of this tender. (Details may be referred at Clause-8).
- 4.11 The tenderer shall submit the copy of Registration Certificate from Competent Authority as required under following Laws at the time of execution of Agreement.
- The Registration Certificate under the provisions of:
- i. The Motor Transport Workers Act, 1961
- ii. The Odisha Shops & Commercial Establishments Act, 1956
5. DISQUALIFICATION CONDITIONS:
- 5.1 No person/ firm/ company shall be appointed as Level-II Transport Contractor under this tender process, if he/she or any of his/her family members / Partners along with their family members / Directors along with their family members has/have a commercial interest in a business relating to custom milling of rice for OSCSC under DCP scheme of Govt. of India in that district.
- 5.2 No person/ firm/ company shall be appointed as Level-II Transport Contractor in a district under this tender process, if he/she or any of his/her family members/ Partners along with their family members / Directors along with their family members has/have a commercial interest in a business relating to


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State Level and Level-I Transport Operation under Departmental Storage Operation in the same district.

[The term 'Commercial Interest' has been defined in detail at Clause-I (u) of the PART-I Technical Bid]

- 5.3 Any person/ firm/ company blacklisted or otherwise debarred by Corporation or by State/Central Government PSU, State/ Central Government Agencies or State Government/Central Government will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.
- 5.4 Any tenderer whose contract with the Corporation or State/ Central Government PSU, State/Central Government Agencies or State Government/Central Government has been terminated before the expiry of contract period at any point of time during last 5 years, will be ineligible.
- 5.5 Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by the Corporation or any State/Central Government PSU, State/ Central Government Agencies during the last 5 years will be ineligible.
- 5.6 If the Proprietor/ any of the Partners of the firm/ any of the Director of the company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible.
- 5.7 While considering ineligibility arising out of any of the above clause, incurring of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another firm, or as Director of a company etc.) will render the tenderer disqualified.
- 5.8 Corporation reserves the right not to consider any person/firm/company having any dispute with OSCSC or whose operation is found unsuccessful by the Corporation during his previous assignment in order to protect its interest.
6. EARNEST MONEY DEPOSIT (EMD):
- 6.1 Each tender must be accompanied with an EMD of Rs.3,00,000/- (Rupees Three Lakhs) only in the form of crossed Demand Draft / Bankers cheque issued by any Nationalized / Scheduled Bank and drawn in favour of District Manager, OSCSC Ltd., Jajpur district payable at Jajpur Town. In case the Tender Paper submitted is not accompanied by EMD, the tender paper shall be summarily rejected.
- 6.2 The tenderer shall be permitted to bid on the express condition that in case he resiles or modifies his offer or terms and conditions thereof, after submitting his tender, for any reason whatsoever during the tender process or any of the information

furnished by him/her is found to be incorrect or false, Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and the law & the tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/ modification etc. besides forfeiture of EMD. He will also be debarred from participating in any tender with the Corporation for a period of five years.

- 6.3 EMD shall be forfeited in case the successful tenderer fails to furnish the requisite security deposit by the date prescribed by the District Manager for execution of Agreement and to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.
- 6.4 EMD shall be refunded to all unsuccessful tenderers after finalisation of tender process. No interest shall be payable on the amount of earnest money.
- 6.5 The EMD furnished by the successful tenderer can be adjusted towards Security Deposit if requested by successful tenderer in writing.

7. **SECURITY DEPOSIT:**

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

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

7.1.2 A sum of Rs.3.25 Lakhs or a sum equivalent to 10% of the estimated value of the contract as indicated at APPENDIX-IV, whichever is higher, in form of irrevocable and unconditional Bank Guarantee issued from any Nationalised/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., Jajpur, which shall be enforceable till six months after the expiry of the contract period.

7.1.3 If applicable, additional sum equivalent to 50% of the security deposit as required at Clause – 7.1.1 & 7.1.2 in shape of Demand Draft & Bank Guarantee issued from any Nationalised/ Scheduled Bank in favour of the District Manager, OSCSC Ltd., Jajpur. The bank guarantee shall be enforceable till six months after the expiry of the contract period.

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

7.3 Security Deposit furnished by the contractor shall be subject to the terms and conditions contained in this tender document and the Corporation shall not be liable


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for payment of any interest on the security deposit or any depreciation thereof, whatsoever.

- 7.4 If the successful tenderer had previously held any contract and furnished security deposit with the Corporation, the same shall not be adjusted against this tender and a fresh security deposit shall be made to make the contract valid.

8. REQUIREMENT OF VEHICLES:

- 8.1 The tenderer shall have minimum 02 (Two) number of Transport Vehicles registered in his/her name/ in the name of the family members. Additional requirement of vehicles can be availed on hire basis.
- 8.2 For this purpose, the "Transport Vehicle" has been defined at Clause – I (s). The vehicles should be suitable for transportation of food grains. The vehicle "Tipper" shall not be considered a vehicle carrying food grains for the purpose of this tender.
- 8.3 In case of sole proprietorship, the vehicles must have been registered in the name of the tenderer or his/her family members. In case of partnership firm, the vehicles must have been registered in the name of the firm or any of the partners. An affidavit of the partner who is registered owner of the vehicle has to be furnished about use of such vehicles by the firm for transportation operations of Corporation without any objection. In case of company, the vehicles must have been registered in the name of the company or in the name of any of the Director. An affidavit of the Director who is registered owner of the vehicle has to be furnished about use of such vehicles by the company for transportation operations of Corporation without any objection.
- 8.4 The vehicles should have National or State permit for transportation. The tenderer shall have Registration Certificate under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011" issued by the State Transport Authority or Regional Transport Authority to operate in more than one region of the state. Copy of the said certificate to be enclosed as per the Checklist (Appendix-II).
- 8.5 The vehicle has to be registered in the name of the tenderer till the end of the contract period. In case the vehicle is required to be disposed of in between the contract period, the same shall be made on prior intimation to the District Manager with substitute of a suitable vehicle in the name of the tenderer along with its documentary evidence.
- 8.6 The tenderer has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicles cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.

9. WORKABLE RATE:

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

1.	Distance covered	Weighted average of shortest truckable distance from RRC to FPS point & quantity allotted to FPS dealer.
2.	Transportation charges	Rate approved by Govt. for transportation of rice by custom millers for KMS-2018-19 i.e. Rs.18.75 PQ for 1 st 10 Kms, Rs.0.60 PKm PQ for 11 Kms – 40 Kms & Rs.0.40 PKm PQ for 41 Kms & above.
3.	Interest on investment	For one month @1% on Sl. No.2
4.	Sub Total	Sl. No. (2+3)
5.	Incidental Charges	5% of Sl. No.4
6.	Unloading at FPS	Prevailing unloading charges at FPS points
7.	Weighment Charges	Rs.40/- per truck load of 10 M.T. i.e. Rs.0.40 per qtl.
8.	Other factors	Transportation through bullock cart, head load, ghat road, ferry etc. relating to any unit, if any
9.	Workable Rate per qtl.	Sl. No. (4+5+6+7+8)

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

9.3 Such workable rates shall be determined by the District Tender Committee before floating of tender and shall be indicated in required column of the "PART-II PRICE BID".

9.4 The tenderer may quote rate below the workable rates (% BWR). However, the successful tenderer has to submit additional security deposit during execution of agreement for the differential cost as will be decided by the District Manager, which will be calculated as below.

Differential Cost:

$(\text{Workable Rate} - \text{Lowest Bid Rate}) \times \text{Average Monthly Stock (In qtl.)} \times 03 \text{ Months}$

□ Average monthly stock means average of actual stock (both rice & wheat) transported through Level-II Contractor for any unit during the year 2017-18.

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



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operation at the approved percentage of rate for the new RRC or new tagging arrangement as the case may be.

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

10. QUOTING OF RATES:

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

10.1.1 At the Workable Rate given in the Price Bid, or

10.1.2 At a percent (%) above the Workable Rate given in the Price Bid (AWR), or

10.1.3 At a percent (%) below the Workable Rate given in the Price Bid (BWR).

10.2 Price bid without mention of quoted rate as detailed above shall not be considered.

10.3 Quoting of lowest rate does not confer any right for selection of the tenderer at the rate quoted. The District Tender Committee reserves the right to negotiate with the lowest tenderer.

10.4 The District Tender Committee reserves the right to have cross negotiation with all the qualified tenderers, if required, to finalize the rate for transport operation.

10.5 Quoting of same lowest rate (L-1) by more than one tenderer could be construed as an exceptional circumstance. In such cases, all the tenderers who have quoted the same lowest rates shall be called for and decision will be taken through public lottery.

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

10.7 The tenderer shall quote the rate for transport operation being acquainted with the prevailing conditions at the RRC-cum-DSCs of the district and Retail Centres tagged relating to matters such as Truck Owners' Association, additional requirement of vehicles (Heavy, Medium, Light), condition of roads, ghat roads, inaccessible pockets, natural barriers, transport operation within a specified time, number of RRC-cum-DSCs to be covered, quantity of stock to be transported, weightment charges etc. He/she shall consider all these factors & also all other factors as may be necessary viz. prevailing trend of inflation in fuel rates for quoting his/her effective

rate. The tenderer has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicle cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.

11. DELIVERY OF TENDER DOCUMENTS:

- 11.1 The tenderers shall submit tender documents duly filled in, complete and signed on each page in a sealed envelope being superscripted as "Tender for appointment of Level-II Transport Contractor in _____ Unit", addressed to the District Manager, OSCSC Ltd. Jajpur district. Tenders, which do not comply with this instruction, shall be summarily rejected.
- 11.2 Tender paper shall be sent strictly through registered post/ speed post/ courier service only to District Manager, OSCSC Ltd., Jajpur District. Tender paper sent other than the above mode shall not be entertained in any circumstances.
- 11.3 Tender paper shall be accompanied with EMD of the required amount.
- 11.4 The tenderer, who has downloaded the tender paper from the district website shall have to pay an amount of Rs.10000/- only (Rupees ten thousand only) along with the tender paper. The amount shall have to be in the form of a Crossed Demand Draft / Bankers cheque issued by any Nationalised / Scheduled Bank in favour of District Manager, OSCSC Ltd., Jajpur district payable at Jajpur Town.
- 11.5 All credentials, documents and copies of certificate / information called for shall be submitted along with the tender paper.
- 11.6 If the last date for receipt of tender paper happens to be a holiday, tender paper will be received on the next working day following the holiday.
- 11.7 It should be clearly understood by the tenderer that no opportunity shall be given to them to alter, modify or withdraw any offer at any stage after submission of the tender.

12. OPENING OF TENDER PAPER:

- 12.1 The Tender Paper shall be opened in the chamber of the District Manager or in such other office premises at Collectorate on the date and time specified.
- 12.2 The Tenderers shall be at liberty to be present either in person or through their authorized representative at the time of opening of Tender. The authorized representative shall furnish the authorization letter duly executed by the tenderer to the Chairman of the District Tender Committee before opening of Tender.
- 12.3 If the date for opening of tender paper happens to be a holiday, tender paper will be opened at the same time on the next working day following the holiday.


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13. CLERICAL ERRORS OR OMISSION(S) COMMITTED BY THE TENDERER:

In case of any clerical error or minor omission(s) in the tender paper, the District Tender Committee may take a suitable decision keeping in view the intension of the tenderer, if he/she is otherwise qualified.

14. CORRUPT PRACTICES:

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

15. INTERVIEWS AND ACCEPTANCE OF TENDER:

15.1 The tenderer is required to proceed to the office of the District Manager, OSCSC Ltd. Jajpur district at his / her own expenses and without any obligation, if called upon to do so, by the District Manager, OSCSC Ltd. or by an Officer authorized to act on his behalf.

15.2 The District Tender Committee reserves the right to reject any or all tenders without assigning any reason there of and does not bind itself to accept the lowest or any tender.

15.3 The successful tenderer shall be intimated about the acceptance of his / her tender by a letter/ fax/ e-mail/ phone and which shall be acted upon immediately, without waiting for the post copy in confirmation.

16. EXECUTION OF AGREEMENT:

16.1 The successful tenderer shall enter into an Agreement with the District Manager in the prescribed format.

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

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

16.4 Execution of Agreement shall be made on furnishing of required security deposit, additional security deposit (in lieu of Experience Certificate and / or quoting BWR & two-passport size photograph duly attested by Gazetted Officer.

16.5 The Agreement will be executed with the tenderer on production of following documents.



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- Registration under The Odisha Shops & Commercial Establishments Act, 1956 to operate in ULB.
- Registration under The Motor Transport Workers Act, 1961.

Or

Declaration in prescribed format that he/ she is not required to possess licence under the Motor Transport Workers Act 1961 because of engagement of limited workers. However, in such case, the Transport Contractor to operate in ULB shall register his/ her establishment under "The Orissa Shops & Commercial Establishment Act, 1956" only.

- 16.6 The Agreement shall be executed within the time prescribed by the District Manager failing which the contract shall be liable to be rescinded solely at the discretion of District Manager. In such case the Earnest Money Deposit of the tenderer shall stand forfeited at the discretion of District Manager.
- 16.7 In genuine case, the Collector can allow more time to the successful tenderer to furnish any document / certificate wanting at the time of execution of agreement.
- 16.8 All the instructions to tenderers, terms and conditions governing contract along with its annexures & appendices shall form part of the Agreement and any violation of the provisions prescribed here under shall be construed as violation of the agreement.
17. OTHERS:
- 17.1 In case of any clear indication of cartelization, the District Tender Committee shall reject the tender(s) and forfeit the EMD.
- 17.2 If the information given by the tenderer in the Tender Document and its Annexures and Appendices are found to be false/ incorrect at any stage, the Collector shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the contract and law.
- 17.3 District Manager, OSCSC Ltd. reserves the right to amend the tender conditions at any time during the currency of contract, which shall be binding on the contractors.

**District Manager
OSCSC Ltd., Jajpur**


(Signature of the Issuing Officer)

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(Signature of the tenderer)

PART-I

DETAILED TERMS AND CONDITIONS GOVERNING CONTRACT FOR LEVEL-II TRANSPORT OPERATION

TECHNICAL BID

Odisha State Civil Supplies Corporation Ltd., Jajpur intends to appoint Level-II Transport Contractor for transportation of foodgrains from RRC-cum-DSCs to Retail Centres of Jajpur district of the State of Odisha for the year 2019-20 & 2020-21.

I. Definitions:

- a. The term 'Contract' shall mean and include the notice inviting tender, the invitation to tender incorporating the instruction to tender, the tender documents, its annexures and schedules, acceptance of tender, agreement and such general and special conditions as may be added to it as & when required.
- b. The term 'Tenderer' shall mean and include the person or persons, firm or company with whom the contract has been made for transport operation of food grains including their heirs, executors, administrators, successors and their authorized person, as the case may be.
- c. The terms 'OSCSC Ltd./ 'Corporation', shall mean the Odisha State Civil Supplies Corporation Limited registered under the Indian Companies Act 1956 having its Head Office at C/2, Nayapalli, Bhubaneswar-12, Khordha, Odisha and shall include its District Manager and his/her successor or successors and any Authorized Person to act for the District Manager for any specified work.
- d. The term 'Managing Director' shall mean the Managing Director of the Corporation or any authorized officer to act on his behalf for a specific work.
- e. The term 'District' shall mean the revenue district of Odisha.
- f. The term 'District Tender Committee' shall mean the Committee formed as such by the Collector of the district for opening of tender and finalization of Level-II Transport Contractor and to take decision on all the related matters.
- g. The term 'District Manager' shall mean the District Manager of the Corporation, working in Revenue District or any authorized officer to act on his/her behalf for a specific work.
- h. The term 'Govt.' shall mean Government in Food Supplies & Consumer Welfare Department of Government of Odisha, Bhubaneswar.


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- i. The term 'Family' shall mean husband/wife, unmarried sons/daughters, married sons living in the same mess (including adopted children) & dependent parents.
- j. The term 'Foodgrains' for this contract shall mean and include Rice, Wheat, Sugar, Dal, Edible Oil, Salt, Potato & Onion or any other packaged commodity as decided by the Corporation packed in 50 k.g./ 100 k.g. HDPP bag or jute gunny bag or in packet of any weight.
- k. The term 'Rice' shall mean and include the custom milled rice or rice packed by custom miller in 50 kg jute gunny bags after milling of the paddy received from the Corporation or rice lifted from the Food Corporation of India.
- l. The term 'Wheat' shall mean and include the wheat packed in 50 k.g./ 100 k.g. HDPP bag or jute gunny bags lifted from the Food Corporation of India.
- m. The terms 'Rice Receiving Centre-cum-Departmental Storage Centre (RRC-cum-DSC)', 'RRC' shall mean the storage centre run by the Corporation for receipt, storage and delivery of foodgrains with HDPP bag or jute gunny bag or any other package commodity. This shall include Corporation own godown, hired godown, hired godown managed through CWC/OSWC & godowns constructed under PEG scheme.
- n. A 'Unit' shall mean:
- i. One Block or,
 - ii. One Block and adjoining one NAC together or,
 - iii. One Municipality or,
 - iv. The Bhubaneswar Municipal Corporation (BMC) or the Cuttack Municipal Corporation (CMC) shall be considered as 03 separate Units each for this tender. The FPS dealers working in BMC & CMC shall be demarcated into 3 Units as per the geographical location for appointment of separate Transport Contractor for each Unit under this tender process
 - v. Considering the geographical location, some G.P. of a unit can be tagged to other Unit for smooth transportation operation.
- o. The term 'ULB' shall mean & include all the NACs, Municipalities & Municipal Corporations declared as such by Govt. of Odisha.
- p. The term 'FPS Dealer/ Retailer / Retail Dealer' shall mean and include a Person / Firm / Society / Co-operative / Gram Panchayat / SHG etc. appointed by the competent authority to act as such for distribution of foodgrains under Public Distribution System to the consumers.


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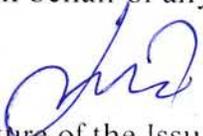
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- q. The term 'Fair Price Shop (FPS)' or 'Retail Centre' shall mean the place where FPS dealer, Retailer or Retail Dealer distributes the commodities under Public Distribution System
- r. The term 'Handling Contractor' shall mean & include a contractor appointed by the District Manager for handling of foodgrains at Base RRC & RRC-cum-DSC.
- s. The term 'Level-I Transport Contractor' shall mean & include a contractor appointed by the District Manager for transportation of foodgrains from Food Storage Depot, FCI to RRC-cum-DSC.
- t. The term 'Level-II Transport Contractor'/'Transport Contractor'/'Contractor' shall mean & include a contractor appointed by the District Manager for transportation of foodgrains from RRC-cum-DSC to retail centres.
- u. The term 'Transport Vehicle' shall mean a vehicle suitable for transportation of foodgrains. The vehicle 'Tipper' shall not be considered as transport vehicle for this tender purpose. The vehicle 'Tractor' shall be considered as a single transport vehicle along with a 'Trailer'. 'Tractor' and/or 'Trailer' individually shall not be considered as separate transport vehicles for this tender purpose.
- v. The term 'Weighment' shall mean the weighment of foodgrains in HDPP bag or jute gunny bag either at weighbridge or by using electronic / manual weighing scale.
- w. The term 'Commercial Interest' shall mean a business, partnership or company for the operation as State Level and/or Level-I Transport Contractor under Departmental Storage Operation of OSCSC Ltd. and/or Custom Miller for OSCSC Ltd. under DCP scheme of Govt. of India for the district for which he/she intends to apply under this tender.

A Partner in a partnership firm and any of his/her family member or a Director in a company and any of his/her family member will be treated to have commercial interest in the firm or company, as the case may be, if such firm or company is operating as State Level and/or Level-I Transport Contractor and/or Custom Miller for OSCSC Ltd. in the district for which he/she intends to apply under this tender.

II. PARTIES TO THE CONTRACT:

- a. The Parties to the contract are the Contractor and the OSCSC Ltd., represented by its District Manager of the concerned district or any other officer authorized and acting on his/her behalf.
- b. The person signing, the tender or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to warrant that he/she has


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authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, at any stage, it is found that the person concerned has no such authority, the District Manager, OSCSC Ltd Jajpur, may, without prejudice to other civil or criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.

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

III. CONSTITUTION OF CONTRACTOR:

- a. The contractor shall at the time of submission of tender, declare whether he/she/they is/are Sole Proprietary concern or Registered Partnership Firm or Private Limited Company or a Public Limited Company or Cooperative Society incorporated in India. The composition of the partnership or names of Directors of Companies as the case may be, shall also be indicated. Similarly, in case of Cooperative Society, the name of Secretary, by-laws and areas of operation shall be indicated. The contractor shall also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of contract would lay. The persons so nominated shall be deemed to have power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractor.
- b. The contractor, during currency of the contract shall not make any change in the constitution of the firm without prior approval of Corporation in writing, failing which the Contract shall be forthwith liable for termination treating it as breach of contract by the Contractor with consequences following there from.
- c. The contractor shall notify to the Corporation the death / resignation of any of their partner / directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

IV. SUBLETTING:

- a. The contractor shall not sublet, transfer or assign the contract or any part thereof without previous written approval of the District Manager.
- b. In the event of the contractor contravening this condition, the District Manager shall be entitled to place the contract elsewhere on the contractor account and at his / her risk and the contractor shall be liable for any loss or damage, which the Corporation may sustain in consequence or arising out of such replacing of the contract.

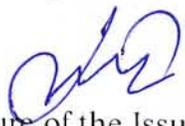
V. RELATIONSHIP WITH THIRD PARTIES:

- a. All transactions between the contractor and third parties shall be carried out as between two principals without reference in any event to the District Manager.
- b. The contractors shall also undertake to make the third parties fully aware of the aforesaid position.

VI. LIABILITY FOR PERSONNEL:

- a. All persons employed by the contractor shall be treated as his/her own employees / workers in all respects and the responsibility under the Workmen's Compensation Act' 1923; Employees Provident Fund Act' 1952; Maternity Benefit Act' 1961; The Motor Transport Workers Act' 1961; The Orissa Shops & Commercial Establishment Act' 1956; Payment of Gratuity Act' 1972; Equal Remuneration Act' 1976; ESI Act' 1948; Minimum Wages Act' 1948 or any other similar enactments and rules made there under with up to date amendments in respect of all such personnel shall be that of the contractor. The contractor shall be bound to indemnify the District Manager against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act' 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in employment of the contractor or not.
- b. The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act' 1952, and the scheme framed there under in respect for the workers employed by him. The contractor shall recover the required amount payable by such employees and deposit the same with concerned PF authorities with employer share. If, on account of the default of the contractor in making such payments or for any other reason, the District Manager makes such contributions on behalf of the contractor, the District Manager shall be entitled to set off against the amount due to the contractor for the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the workers employed by the Contractor.

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


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- c. In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Governments./ Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage register, attendance register, muster roll registered, wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
- d. Notwithstanding the fact, whether the said legislations, enactments or any statutory modifications thereof are applicable or not to the employees / workers employed by the contractor, he/she shall pay the following to them.
- i. Payment of Wages to Workers: -
The contractor shall pay not less than minimum wages to the workers engaged by him/her on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the prevailing rates notified by the Government in Labour Department, Odisha, Bhubaneswar during the contract period for the work. The contractor shall maintain necessary records and registers like wage book and wage slip etc. Register of unpaid wages and Register of Fines and Deductions etc. as required for such purposes.
- ii. Weekly off:-
The contractor shall allow or cause to be allowed to the workers directly or indirectly employed in the work one-day rest for six days continuous work and pay wages at the same rate as for duty.
- iii. Attendance Allowance:-
The contractor shall pay the required attendance allowance per day to the regular workers generally employed by him on piece rate or time rate basis when such worker report for duty on the day but is not booked or given work for the day shift.
- e. Aforesaid wage / benefits at Clause VI (d) (i to iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The District Manager shall have the right to deduct from money due to the contractor, any sum required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages, or of deductions made from his/her or their

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

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

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

VII. BRIBES, COMMISSION, CORRUPTION ETC:

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

VIII. PERIOD OF CONTRACT:

- a. The contract shall remain in force from the date of execution of agreement till 31st March'2021 or such later date as may be decided by the District Manager with the approval of the Collector.
- b. The District Manager with the approval of the Collector reserves the following rights.
 - i. To extend the period of contact maximum for 06 months at a stretch beyond the original contract period as at Clause VIII (a), on the same rates, terms and conditions.
 - ii. To terminate the contact at any time during its currency without assigning any reason thereof by giving seven days' notice in writing to the contractor at his/her last known place of residence / business and the contractor shall not be entitled to any compensation by reason of such premature termination.
 - iii. To award similar works on the basis of said contract on mutual agreement with another contractor.



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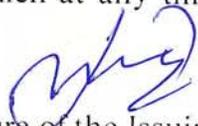
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IX. SECURITY DEPOSIT:

- a. On acceptance of the tender, the successful tenderer shall be required to furnish the prescribed security deposit in the manner as mentioned at Clause-7.1.
- b. The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the entire period as is held by the Corporation.
- c. In the event of premature termination of the contract as envisaged in Clause-VII, VIII, X & XI, the District Manager, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to the claim for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.
- d. The decision of the District Manager in respect of such damage, losses, charges, costs or expenses shall be final and binding on the contractors.
- e. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. In the event of that any sum found not sufficient to cover up the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due.

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

- a. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation for any service under this contract or breach of any term thereof or their failure to carry out the work within time and for all damages or losses occurred to the corporation due to any act whether negligence or otherwise of the contractor himself / herself or his / her employees. The decision of the District Manager regarding such failure of the contractor and his / her liability for the losses, etc. suffered by Corporation shall be final and binding on the contractor.
- b. The District Manager shall be at liberty to reimburse himself of any damages, losses, charges, costs or expenses suffered or incurred by him due to contractor's negligence and un-workmanlike performance of service under the contract or breach of any term thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the contractor under this or any


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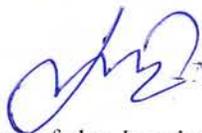
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other contract with the District Manager as aforesaid, the balance of the total sum claimed and recoverable from the contractor as aforesaid shall be deducted from the security deposit furnished by the contractor as specified in Clause-7. If this sum is also found not to be sufficient to cover the full amount claimed by the District Manager, the contractor shall pay to the District Manager on demand, the remaining balance of the aforesaid sum claimed.

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

XI. SUMMARY TERMINATION:

- a. In the event of the contractor having been adjudged insolvent or going into liquidation or winding up his / her business or making arrangements with his / her creditors or failing to observe any of the term and condition governing the contract, the District Manager with the approval of the Collector shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the contractor and to claim from the contractor any resultant loss sustained or costs incurred.
- b. The non-performing / defaulting contractor may be suspended / banned for trade relation/black listed for a period up to 5 years based on the gravity of non-performance/default of the contractor, by the Collector whose decision in the matter shall be final and binding.
- c. Besides, a contractor, whose transport license is cancelled during the contract period, may be suspended/ banned for trade relation/ blacklisted for a period up to 5 years by the Collector whose decision in the matter shall be final and binding.
- d. The District Manager with the approval of the Collector shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith in the event of breach of any of the term and condition of the contract and to get the work done for the unexpired period of the contract, at the risk and cost of the contractor and/or forfeit the security deposit or any part thereof for the sum or sums.



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due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the service under the contract.

- e. The contractor shall be responsible to supply adequate trucks/carts/any other transport vehicle for transportation & carrying out any other service under the contract in accordance with the instructions issued by the District Manager or an officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of trucks etc. in due time, the District Manager shall, at his sole discretion without terminating the contract be at liberty to engage other trucks etc. at the risk and cost of the contractor, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the District Manager shall be final and binding on the contractor.
- f. If the contractor is found to be involved in any criminal case amounting to moral turpitude, vigilance case & is blacklisted by any State or Central Government, by State or Central Agency or Undertaking during contract period, the Agreement executed with the contractor as Level-I or Level-II Transport Contractor or Handling Contractor in any district shall be terminated forthwith without prejudice to other rights & remedies.

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

In case the approved Level-II Transport Contractor fails to provide transport services, the District Tender Committee shall negotiate in following manner to make alternative arrangements.

- a. The District Tender Committee shall negotiate with the 2nd lowest tenderer qualified in Technical Bid for that Unit to operate at the lowest approved rate. In case 2nd lowest tenderer disagrees to operate at the lowest approved rate, similar exercise to be made with the 3rd lowest tenderer qualified in the Technical Bid and so on till all the Tenderers qualified in the Technical Bid for that Unit are negotiated to select an alternative Transport Contractor.
- b. In case no Transport Contractor is selected on exercising the options as detailed above, selection shall be made from among all the Tenderers qualified in the Technical Bid for that Unit as well as for all Units of the district by inviting rates

through sealed cover. Then selection shall be made at a negotiated rate as would be decided by the Collector keeping in view the prevailing market rates in the district and in the financial interest of the Corporation at the risk and cost of the defaulting contractor. Transport Contractor selected on the procedures laid down above shall operate for the balance contract period of defaulting Transport Contractor.

- c. In case no Transport Contractor is selected on exercising the options detailed above, Collector can engage a Transport Contractor on negotiation from among the Transport Contractors operating under other Govt. schemes like SNP, MDM or similar schemes keeping in view the prevailing market rates in the district and in the financial interest of the Corporation at the risk and cost of the defaulting contractor.
- d. In case no Transport Contractor is selected from among the Transport Contractors operating under other Govt. schemes like SNP, MDM or similar schemes, Collector can engage any person capable of transportation of foodgrains as Level-II Transport Contractor on negotiation keeping in view the prevailing market rates in the district and in the financial interest of the Corporation at the risk and cost of the defaulting contractor. Such selection shall be for a period of one month or selection of new Transport Contractor through tender process, whichever is earlier. The rate negotiated shall not exceed the transport rate approved in the district for SNP, MDM or other similar schemes.

XIII. SET OFF:

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

XIV. BOOK EXAMINATION:

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

relevancy of any documents information or return shall be final and binding on the contractor.

XV. VOLUME OF WORK:

- a. The District Manager does not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. Mere mention of any item of work in this contract & execution of agreement does not by itself confirm a right on the contractor to demand that the work relating to all or any item thereof at the concerned Unit or RRC-cum-DSC should necessarily or exclusively be entrusted to him / her.
- b. The District Manager with the approval of the Collector shall also have the exclusive right to appoint one or more contractors at any time viz. at the time of award of the contract and / or during the tenure of contract for any or all the services and to divide the work as between such contractors in any manner that the District Manager may decide and no claim shall lie against the District Manager by reason of such division of work.
- c. During the period of agreement with the contractor, the District Manager reserves the right to deploy "Mobile Van" of the Corporation to make transport operations to retail centres for transportation of Rice & Wheat stock. The arrangement made by the District Manager is final & binding on the contractor. The contractor will have no claim for any work on this arrangement.

XVI. REMUNERATION:

- a. The contractor shall be paid with the remuneration in respect of the services described in the tender and performed by them at the contract rate.
- b. The payment shall be made for the transport operation only for net quantity of foodgrains. No payment shall be made for the weight of the containers/bags/packaging material.
- c. The rate quoted by the tenderer for the transport operation shall include the cost of weighment of empty vehicle and loaded vehicle in a weighbridge located within a radius of 5 Km of RRC-cum-DSC. Weighment cost if paid by the Corporation, shall be realised from the dues payable to the contractor.
- d. The contractor shall be paid with additional charges for distance (to & fro) covered for weighment of stock in case weighbridge is not available within a radius of 5 Km of RRC-cum-DSC at following rate.
 - i) Weighbridge at a distance beyond 5 Km but within 10 Km -

Rs.100 per vehicle (4 wheelers)

Rs.200 per vehicle (6 wheelers)

Rs.300 per vehicle (10 wheelers or more)

ii) Weighbridge at a distance beyond 10 km but within 15 km -

Rs.200 per vehicle (4 wheelers)

Rs.400 per vehicle (6 wheelers)

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

- e. If the contractor is required to perform any service in addition to those specifically provided for in the contract, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed on mutual agreement.
- f. The contractor will have the right to represent in writing to the District Manager that a particular service which he / she is being called upon to perform is not covered by any of the service specifically provided for in the contract or as the case may be, is not auxiliary or incidental to such services, provided that such representation in writing is made maximum within 30 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.
- g. The question whether a particular service is or is not covered by any of the service specifically described and provided for in the contract, or is not auxiliary or incidental to any of such service, shall be decided by the District Manager, whose decision shall be final and binding on the contractor.
- h. The contractor shall have no claim on detention of vehicle both at despatching and receiving point for any reason.
- i. Recovery of shortage/ damage/ diversion of foodgrains:
No transit shortage shall be allowed to the contractor during transportation. In case of any shortage of stock / damage of stock/ diversion of stock, in quantity and quality, during transit shall be recovered from the dues of the contractor. The value shall be recovered at the following rate.

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

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

XVII. SUBMISSION OF BILLS AND PAYMENT:

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



(Signature of the Issuing Officer)

(Signature of the tenderer)

- b. The contractor will submit bills on monthly basis by the 15th of succeeding month and not later than end of the succeeding month, failing which penalty shall be imposed at such rate and in such manner as will be decided by the Corporation.
- c. The payment shall normally be made by the District Manager within 30 days of submission of complete set of bills in the format and procedure prescribed.
- d. Payment shall be made on realizing the cost of shortage at the rate as specified at Clause-XVI (i).
- e. The payment shall be made through PFMS system for which the following details shall be provided by the contractor immediately after commencing of the contract:
 - (1) Bank Account No.
 - (2) Name of the Bank & Branch.
 - (3) Bank RTGS code (IFSC Code).
 - (4) PAN No.
- f. Income Tax (TDS) & taxes under any other Act shall be recovered from the bills of the contractor at the applicable rate.

XVIII. FORCE MAJEURE:

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

XIX. LAWS GOVERNING THE CONTRACT:

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

XX. SERVICES TO BE RENDERED BY THE CONTRACTOR:

- a. Transportation of foodgrains from RRC-cum-DSC to Retail Centres.
 - i. (Services at RRC-cum-DSC) – Transportation of stock from RRC-cum-DSC to retail centres as per the list provided by District Manager or any authorised Officer.
 - ii. (Services at Retail Centre) – Unloading of stock from the vehicle, weighing of stock by electronic/ manual weighing scale and delivery to retail dealer. The contractor shall arrange required number of labours and weighing scale.

