

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 Food Storage Depot, FCI, Base RRC and RRC 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 from FSD, FCI to any RRC 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 food grains. 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 weighing of empty vehicle and loaded vehicle in a weighbridge located within a radius of 5 Km of RRC. Weighing 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 weighing of stock in case weighbridge is not available within a radius of 5 Km of RRC at following rate.
 - i) Weighbridge at a distance beyond 5 Km but within 10 Km -
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.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 services 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 decisions 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.

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 Food Storage Depot, FCI to RRC.
- b. The contractor shall transport by trucks, to be arranged for such quantity of foodgrains as may be required from day to day by the District Manager or an Officer acting on his behalf, from FSD, FCI to RRC.
- d. The contractor shall take care not to mix bags of different kinds of foodgrains, bags containing different qualities of the same foodgrains and bags containing wet/damaged foodgrains sweepings, etc. with bags of sound grains.
- d. New FSD, FCI / RRC may come into operation in addition to or in place of the list of FSD, FCI / RRC as indicated at "APPENDIX-I", as per the requirement and availability of suitable godowns and the Level-I Transport Contractor shall transport the stock at the approved percentage of rate.

XXI. DUTIES AND RESPONSIBILITIES OF THE TRANSPORT CONTRACTOR:

- a. The Transport Contractor is required to keep continuous & close liaison with the Lifting Officer, In-charge of the RRC, Handling Contractor, District Manager and other officials of OSCSC in respect of programme of transportation of stock.
- b. The Transport Contractor shall take complete care of the stocks from Food Storage Depot, FCI till it is delivery at RRC.
- c. The Transport Contractor shall always be bound to act with reasonable diligence and in a business-like manner and to use such skill as expected of person of ordinary prudence in the conduct of his / her activities.
- d. The Transport Contractor shall engage competent and adequate staff to the satisfaction of Corporation for ensuring efficient transport operation in time. He / She shall furnish true, correct and up to date position/information/progress of work statement and accounts.
- e. The Transport Contractor shall be responsible for the good conduct of his / her employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of himself / herself, his / her servants or agents or representatives.

- f. The District Manager/ Lifting Officer/ In-charge of the RRC or any official acting on their behalf, shall have the right to ask for the removal of any employee of the contractor, who in his opinion, is hampering the smooth execution of the work and his / her decision regarding losses caused by neglect and misconduct etc; of the contractor, his / her servants or agents or representatives. Such decision shall be final and binding on the contractor.
- g. The Transport Contractor shall intimate the Lifting Officer/ In-charge of the RRC, District Manager or other Officers authorized to act on his / her behalf, the name of one or more responsible representative(s) authorized to act on his / her behalf in day to day working of the contract. Such authorized person shall be authorized by the contractor through a "Power of Attorney" in a stamp paper worth Rs.50/- duly registered before competent authority. The contractor shall be liable for all the activities of authorized person. It shall be the duty of those representative(s) to call at the office of the Godown Manager / In-charge of RRC/ Lifting Officer or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about transport operation and to report the progress of transport work etc.
- h. The Transport Contractor shall issue Identity Card with photograph to all his employees including driver & helper, manager, clerk etc.
- i. The Transport Contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the foodgrains during transportation. The contractor shall be liable for any loss which the Corporation may suffer from any loss in quantity and quality of stock transported by him / her. The decision of the District Manager on such loss shall be final and binding on the contractor.
- j. The Transport Contractor shall have adequate vehicle arrangements for transport operation within the stipulated period as communicated by the District Manager. The contractor shall accordingly assess the requirement of vehicles for completion of the work within the stipulated period.
- k. The Transport Contractor 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.
- l. The Transport Contractor shall provide sufficient number of tarpaulins for each truck to cover the foodgrains during transportation to protect those from rains and other natural calamities. He / She shall be responsible for any loss or damage that may

- arise due to his / her failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the District Manager in this matter shall be final and binding on the contractor.
- m. The Transport Contractor shall strictly abide by all rules and regulations of Transport Department, Police, Municipal Authorities and other local bodies. The contractor shall not load more than permissible quantity of foodgrains in each truck before transportation as provided under M.V. Act. If the contractor shall load the stock beyond permissible limit provided under the statute, he / she shall be responsible for such violation of statute & any consequential penalty thereof. The Corporation shall not be liable for such act of contractor.
- n. The Transport Contractor shall be responsible for keeping a complete and accurate account of transport operation of foodgrains undertaken by him / her and shall render accounts and furnish returns and statements in such a manner as may be prescribed by the District Manager or the Officer acting on his behalf.
- o. The Transport Contractor shall obtain transit insurance coverage of the foodgrains stocks at economic cost & purchase price of rice & wheat respectively in the name of OSCSC Ltd. covering all type of risks from the point of loading to trucks, transporting to specified RRC & till the stock is delivered at the RRC. No shortage of foodgrains will be admissible during transit that may happen due to theft/fire/accident/riot/ flood or any other natural and unforeseen happenings.
- p. The Transport Contractor shall be responsible for the safety of the foodgrains while transporting through trucks. he / she shall also exercise adequate care and take precautions to ensure that the foodgrains is not damaged while in transit in his / her trucks to specified RRC. He / She shall deliver the equal quantity and quality of foodgrains at RRC as received by them at Food Storage Depot, FCI before transportation. He/she shall be liable to make good the value of any shortage, wastage, losses or damage to the foodgrains in transit both for quantity & quality at the rate intimated at Clause- XVI (i).
- q. The Transport Contractor shall be responsible for performing all or any of the services detailed in and arising out of this contract also at night without any additional remuneration, whenever required by the District Manager or an Officer acting on his/her behalf.
- r. The Transport Contractor shall, whenever required, supply petromax lamps for carrying out work during night.

- s. The Transport Contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and un-workman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrance of damage to foodgrains and for all damages or losses occurred to the Corporation or in particular to any property or plank belonging 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 Transport Contractor.
- t. The Transport Contractor shall paint the vehicles in specified colour and write information or display prominently on their trucks in the "FLEX BANNER" of specified size, as prescribed by the District Manager. No extra remuneration, whatsoever will be payable for painting, writing and displaying such banners. The District Manager or an officer acting on his/her behalf shall have the right to disallow loading of any vehicle if the Transport Contractor does not paint, write or display prominently the aforesaid banners.
- u. The Transport Contractor shall install "GPS TRACKING SYSTEM" in the vehicles used for transportation of foodgrains, whenever directed by the District Manager. The GPS devices shall be as per the specification of the Corporation & the cost of the same shall be borne by the contractor. If GPS device will develop any defect, no loading in that vehicle will be entertained and the contractor has to get it repaired or replace with a new one within 24 hours of development of any defect.
- v. The Transport Contractor shall provide the information on day-to-day transport operation in the website in software developed by the Corporation. The contractor shall have computer, internet connectivity and trained computer personnel at his /her disposal for transmission of computerized data on day to day basis.
- w. The cost of installation of "GPS Tracking System" and reporting in website is deemed to be included in the rate quoted by the tenderer.
- x. The Transport Contractor shall guarantee the transportation of assigned quantity within the stipulated time, failing which the entire Security Deposit or part of it may be forfeited at the discretion of the District Manager.

- y. If required so, the Transport Contractor shall submit the stamped receipts of different check gates located en-route in proof of transportation of foodgrains for release of his bills.
- z. The contractor has to obtain a license from Licensing Authority as per the Odisha Public Distribution System (Control) Order, 2016 immediately after execution of agreement.

XXII. DISPUTE RESOLUTION & JURISDICTION OF THE COURT:

- a. In the event of any dispute covering or arises out of this contract/agreement the jurisdiction of the court shall be at concerned revenue district & it is hereby expressly agreed that neither party shall bring any case/suit in regard to the matters covered by this agreement at any place outside concerned revenue district.
- b. It is expressly agreed & declared by & between the parties hereto that all amount due to the Corporation under this contract, if not paid in time, shall be recovered under Odisha Public Demand Recovery Act-1962 (Odisha Act-1 of 1963) or through the competent civil court & shall bear interest @ 18% per annum from the date when such payment falls due up to the date of final recovery. Besides criminal action shall also be taken against the defaulting contractor in appropriate court of law by following the provisions of Law in force.
- c. For all disputes apart from the matters at (a) above, High Court of Odisha has got the exclusive jurisdiction to try the matter.


District Manager
O.S.C.S.C. Ltd.
Subarnapur

GENERAL INFORMATION**List of Food Storage Depot, FCI & Rice Receiving Centre (RRC).**

District: SUBARNAPUR

*Name and location of Food Storage Depot, FCI	Name and location of the RRC	¥ Quantity lifted for the RRC as at Column-2 [In Qtls.] [Financial Year 2018-19]		Distance of RRC from FSD FCI [In KM]	Schedule of rate per Qtl. (inRs.)
		Rice	Wheat		
1	2	3	4	5	
CWC, Bolangir	Sonepur -II	0.00	1329.78	51	44.04
	Pandakital	0.00	1597.62	50	43.62
	PEG, Arigaon	0.00	2241.73	71	52.52
	CWC, Sonepur	0.00	669.31	49	43.19
	OSWC, Sonepur	0.00	1057.34	48	42.77
OSWC, Malmunda	Sonepur -II	0.00	3954.12	42	40.23
	Pandakital	0.00	3713.10	59	47.43
	PEG, Arigaon	0.00	4540.74	71	52.52
	CWC, Sonepur	0.00	1738.21	41	39.80
	OSWC, Sonepur	0.00	2392.20	40	39.38
OSWC, Bolangir	Sonepur -II	0.00	1075.19	48	42.77

N.B.(Attach separate sheets, if required)

- * District Manager shall indicate the name and location of Food Storage Depot, FCI.
- * All the Food Storage Depot, FCI from where wheat and rice were lifted during 2018-19 have to be indicated.
- ¥ The particulars given above are intended merely to give the tenderers an idea of approximate quantum of work to facilitate and to meet the own assessment for giving quotation in accordance with condition of the contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the annexure to tender shall be required to be performed.


 District Manager
 O.S.C.S.C. Ltd.
 Subarnapur

CHECKLIST

DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID

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

1	Tender Document Fee & Earnest Money Deposit (EMD)	
2	Invitation to Tender & Instruction to Tenderers, Tender Submission Undertaking – Annexure-1	
3	Capability Certificate from the Bank (In the model format as at Annexure-2)	
4	Certificate of experience on transportation of food grains (In the model format as at Annexure-3) <u>Or</u> Undertaking in lieu of the experience certificate	
5*	Affidavit mentioning that s/he / firm / company is neither blacklisted nor any criminal or vigilance case is pending against the Tenderer (In the model format as at Annexure-4)	
6*	Affidavit declaring non-involvement in commercial interest of family members or partners along with their family members or directors along with their family members (In the model format as at Annexure-5)	
7	Declaration on appointment as Level-II Transport Contractor with separate 02 vehicles [Annexure- 6]	
8	Certified copy of Partnership Deed/ Articles of Association/ Memorandum of Association/ Bye-laws/ Certificate of Registration, as applicable	
9	Registered Power of Attorney in submitting the tender paper on behalf of the Partnership Firm/ Company	
10	Statement of Bank account for the last 03 months	
11	Copy of the Income Tax Return for the assessment year 2018-19 (Financial year 2017-18)	
12	Copy of PAN Card & GSTIN Number issued by Govt	
13	Copy of the Registration Certificate issued by the State Transport Authority or Regional Transport Authority under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011"	
14	List of two owned transport vehicles with attested copies of R.C. Books & Fitness Certificate	
15*	Affidavit on use of vehicle of Partner or Director	

***N. B:**

All documents mentioned above except at Sl. No.5, 6 & 15 are to be self-attested by the tenderer. Sl. No. 5, 6 & 15 shall be submitted in original.

Place:

Signature of tenderer/ authorized person

Date:

Name:

Seal:


District Manager
O.S.C.S.C. Ltd.
Subarnapur

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

I. **WAGE BOOK AND WAGE SLIPS ETC:**

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

II **REGISTER OF UNPAID WAGES:**

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

- a) Full particulars of the work whose wages have not been paid.
- b) Reference number of the Muster Roll with wage Register.
- c) Rate of wages.
- d) Wage period.
- e) Total amount not paid.
- f) Reasons for not making payment
- g) How the amount of unpaid wages was utilized.
- h) Acquaintance with dates.

III FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:

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

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

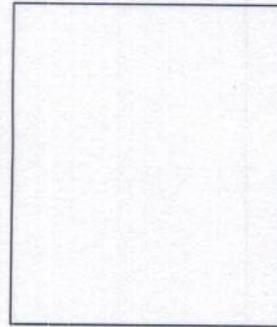
IV REGISTERS OF FINES ETC:

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

V PRESERVATION OF REGISTERS:

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

TEMPORARY WORKER'S EMPLOYMENT CARD



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

Signature of the Contractor /

Authorized Representative


District Manager
O.S.C.S.C. Ltd.
Subarnapur

Back Side of the Card

Countersigned by

General Manager (PDS), OSCSC Ltd.,

Valid from _____ to _____

(Ref. No. _____)

General Manager (PDS)

OSCSC Ltd., Bhubaneswar

Place :

Date :

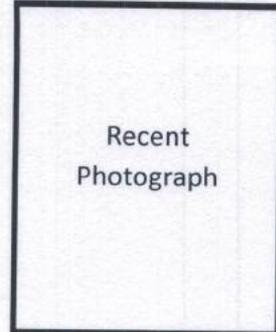

District Manager
O.S.C.S.C. Ltd.
Subarnapur

FORM -I

REGISTER OF FINES

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

TENDER SUBMISSION UNDERTAKING
FOR APPOINTMENT OF LEVEL-I TRANSPORT CONTRACTORS FOR
TRANSPORTATION OFFOODGRAINS FROM FOOD STORAGE DEPOT, FCI TO RICE
RECEIVING CENTRE (RRC).



1. Name of the tenderer: _____
2. Details of challan / receipt submitted :-

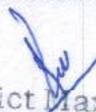
Item	Details of challan/receipt		
	Amount(In Figures)	Amount(In Words)	Reference No. / Date
Tender Document Fee			
Earnest Money Deposit(EMD)			

3. Name of Proprietor/ Partner/ Director: _____

_____ (Names of all Directors/ Partners shall be mentioned)

4. Full Address of Registered Office (with Pin Code) _____ &
Police Station _____
TelephoneNo. _____
Mobile No: _____
FAX No.: _____
E-Mail Address: _____

5. Full address of Operating/ Branch Office (with Pin Code): _____
_____ & Police Station _____
Telephone No: _____
Mobile No: _____
FAX No: _____
E-Mail Address: _____


District Manager
O.S.C.S.C. Ltd.
Subarnapur

6. Name, Telephone no./ Mobile No./ Email address of Authorized officer/person to Coordinate with the office of the District Manager:

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

8. Address & Telephone Number of Banker: _____

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

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

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

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

12. GSTIN Number issued by Govt; - _____

13. Additional information, if any _____

(Attach separate sheet, if required)

To:

The Chairman, District Tender Committee,
Odisha State Civil Supplies Corporation Ltd.

Sir,

I/We submit the sealed tender for appointment as Level-I Transport Contractor for transportation of foodgrains from FSD, FCI to following RRCs.

Sl. No	Name of the FSD, FCI	Name of the RRC
		1.
		2.
		3.
		4.....

District Manager
O.S.C.S.C. Ltd.
Subarnapur

2. I/We have thoroughly examined and understood instructions to tenderers, terms and conditions governing contract given in the notice inviting tender, invitation to tender titled as General Information, Instructions to Tenderers and those contained in general conditions of contract and its appendixes, and schedules and agree to abide by them. I/We offer to work at the rates given in the prescribed Bill of Quantities (BoQ) for all services mentioned in tender documents.
3. I/We agree to keep the offer open for acceptance up to a period so decided by the District Manager. I/We shall be bound by communication of acceptance of the offer dispatched within the time and I/We also agree that, if the date up to which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.
4. Details of challan / receipt submitted :-

Item	Details of challan/receipt		
	Amount(In Figures)	Amount(In Words)	Reference No. / Date
Tender Document Fee			
Earnest Money Deposit(EMD)			

5. In the event of my/ our tender being accepted, I/We agree to furnish a security deposit as per terms of the tender.
6. I/We do hereby declare that the entries made in the tender and annexures/schedules attached therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri _____ whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/us instead to carry on the business of the concerned, whether any intimation of such change is given to the District Manager, OSCSC Ltd. or not.
7. I hereby declare that no contract entered into by me, my Firm/Company with the Corporation or State/Central Government PSU, State/ Central Government

Agencies or State Government/Central Government, has been terminated before the expiry of the contract period at any point of time during the last five years.

8. 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/my firm/company/us with Corporation or State/Central Government PSU State/ Central Government Agencies or State Government/Central Government during last 5 years.
9. I hereby declare that I have not been penalized in last 05 years by OSCSC Head Office or by District Manager of any district for any violation of the terms and contract, including inordinate delay in lifting/delivery of stock.
10. 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.
11. Required documents as per Appendix-II (Checklist) are enclosed with this tender duly filled and signed.

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

Yours faithfully,

Signature of tenderer
Capacity in which signing

Signature of constituted attorney

Name :

Address :

Date :

Name, date of birth

And address of attorney :

Signature of witness with date :

Name and address of witness :


District Manager
O.S.C.S.C. Ltd.
Subarnapur

Capability Certificate

Bank:

Branch:

Phone No.

E Mail

Letter No.

Date

To

District Manager,

Odisha State Civil Supplies Corporation Ltd.

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

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

**Branch Manager/Authorised Signatory
(Seal & Signature)**

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


District Manager
O.S.C.S.C. Ltd.
Subarnapur

Experience Certificate

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

Sl. No.	Nature of work	Place of work	Product transported / handled & transported	Agreement/ Contract/ Work Order No. & Dt.	Total period of contract (fromto	Financial Year	Volume of work handled (in MT)	Value of work executed (inRs.)	Performance of the contractor	Remarks

Office Seal

Seal & Signature of Authorised Officer

***Note: -**

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

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


District Manager
O.S.C.S.C. Ltd.
Subarnapur

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 OSCSC Ltd. For appointment of Level-I Transport Contractor for transportation of foodgrains, I/myfirm/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/myfirm/company have not been blacklisted by any Central/State Govt. Organisation or by any Public Sector undertakings of the State/Central Govt.
- 3) That neither any criminal case nor any vigilance case is pending against me/myfirm/company before any forum.
- 4) That this affidavit is required to be produced with tender paper before the District Manager, OSCSC Ltd. _____ District.
- 5) That the facts stated above are true to the best of my knowledge and belief.

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

*Strike out whichever is not applicable.

Executive Magistrate/
Notary Public _____


District Manager
O.S.C.S.C. Ltd.
Subarnapur

(DECLARATION OF FAMILY MEMBERS/ PARTNERS/ DIRECTORS)

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

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

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

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

No person shall be appointed as Level-I Transport Contractor under this tender process, if s/he or any of her/ his family members has a commercial interest in a business relating to Handling Contractor/State Level Transport Contractor/ Level-I Transport Contractor/ Level-II Transport Contractor/ PEG Go-down lessor and/or custom milling of rice for OSCSC Ltd. under DCP scheme of Govt. of India for the district and its neighbouring district with common boundary, for which s/he intends to apply under this tender.

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

Sl. No	Family Members		Operating district	Operating Business
	Name	Relation		

I am also aware that commercial interest shall include a business, partnership of company for the operation as Handling Contractor/State Level Transport Contractor/ Level-I Transport Contractor / Level-II Transport Contractor/ PEG Go-down lessor and/or Custom Miller for OSCSC Ltd, under DCP scheme of Govt. of India for the district for which I intend to apply under this tender and its neighbouring districts with common boundary.


District Manager
O.S.C.S.C. Ltd.
Subarnapur

I declare that I/ any my family member/ Partner(s) along with his/her/their familymembers/ Director(s) along with his/her/their family members have no commercial interestwith any Handling Contractor/State Level Transport Contractor/ Level-I TransportContractor/ Level-II Transport Contractor/ PEG Go-down lessor and/or Custom Miller forOSCSC Ltd of the district for which I intend to apply this tender and its neighbouring districts with common boundary.

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

If the above declaration is found false / not true during the scrutiny of tender or the currency of the contract, I shall be liable for punishment for such breach of the contract and my agreement 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/-)

N.B. :In case of Company or Partnership Firm all the Directors or Partners as the case may be, shall submit separate affidavit by each Director or Partner.


District Manager
O.S.C.S.C. Ltd.
Subarnapur

DECLARATION**(ON APPOINTMENT AS LEVEL-II TRANSPORT CONTRACTOR WITH SEPARATE
02VEHICLES)**

I Sri _____, Aged about _____, Son/ Daughter/ Wife of Sri _____, Proprietor/ Director/ Partner of _____, do hereby declare that I have applied/ been appointed as the Level-II Transport Contractor in the following Units & applied/ intend to apply for Level-I Transport Contractor in following districts. I have mentioned the registration number of 02 (two) vehicles against each Unit/District as indicated below.

I am aware of the fact that a person\ firm\ company shall not be appointed in the same district where one is appointed as Level-II Transport Contractor.

Level-II operation			
SL. No.	Name & Location of the Unit	District	Registration No. of vehicle
			1. 2.
			1. 2
			1. 2.

Level-I operation			
SL. No.	Name & Location of the Unit	District	Registration No. of vehicle
			1. 2.
			1. 2
			1. 2.
			1. 2.

N.B. Attach separate sheet, if required.

I am aware of the fact that separate tender paper to be submitted for each District for Level-I operation, which requires of 02 (two) separate vehicles for each tender, excluding the vehicles already considered for appointment as Level-II Transport Contractor in any district.

I do hereby declare that I have not applied/ intend to apply for any other district as Level-I Transport Contractor & applied/ been appointed for any other Units as Level-II Transport Contractor besides the Districts & Unit/Units declared above.

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 and my agreement shall also be liable for termination. Apart from above, my EMD / Security Deposit may also be forfeited.

Place:

Signature of the tenderer

Date:

Name of the tenderer:


District Manager
O.S.C.S.C. Ltd.
Subarnapur

PART – II
SAMPLE FINANCIAL BID
DISTRICT:
INSTRUCTIONS

- a) Rate for transportation shall be mentioned for FSD, FCI - RRC combination as prescribed in the specified location only in the protected Bill of Quantities (online BoQ). Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (online BoQ) by the tenderer shall result in disqualification of the tenderer. Rate includes all taxes, duties, cess etc. and no other charges would be payable.
- b) Rate shall be quoted for transportation of Foodgrains from FSD, FCI – RRC combination at either Schedule of Rate (SoR) or Above Schedule of Rate (ASoR) or Below Schedule of Rate (BSoR).
- c) Only the FINANCIAL BID of a qualified tenderer on scrutiny of TECHNICAL BID shall be considered and opened.
- d) Tenderers are to submit only the original BoQ (in .xls format) uploaded by Officer Inviting Tender after entering the relevant fields without any alteration/ deletion /modification.
- e) Multiple BoQ submission for a specified RRC-Unit (Block/ULB) combination by tenderer shall lead to rejection of tender.
- f) Instruction for Filling-up of BoQ Formats:- The details of instruction for filling-up of BoQ format is given as under.
1. The bidder is required to follow the SoR mentioned in the tender document.
 2. The bidders are required to fill-up the BoQ format in the active colored cells only i.e. Cell 1. The name of the bidder/bidding firm/company & Cell.2. The specific column for quoting of rates.
 3. The bidder is required to fill the active cell to quote 'Rate in Figures' only and rate in words will be self-generated.
 4. In case the bidder fails to quote any rate in the desired active cell or leaves the cell as blank, then the bid shall be treated as non-responsive bid or cancelled bid.
 5. The rate to be quoted in the prescribed 'BoQ' format only. Such rate quoted in the desired column shall be the decision factor to find out the 'L1' bidder in the tendering

process. The rate quoted other than the BoQ format shall not be considered at this end.

6. Any further clarification as will be required by the bidder during the bidding processor during filling up of BoQ format, may contact the Officer inviting the bid / GM(PDS) OSCSC Ltd. during official hour. The BoQtemplet is given below for reference only.

7. The 'BOQ for Level-1' templet is given as under for reference.

1	<input type="button" value="Validate"/> <input type="button" value="Print"/> <input type="button" value="Help"/>			Item Rate BoQ
4	Tender Inviting Authority: C SO-CUM-DISTRICT MANAGER _____ (TO BE FILLED UP BY THE DISTRICT)			
5	Name of Work: Selection and appointment of 'Level-I' transport contractor for transportation of Wheat from Food Storage Depot (FSD), FCI to Rice Receiving Centre (RRC).			
6	Contract No: TENDER NO. _____ /DATE _____ (TO BE FILLED UP BY THE DISTRICT)			
8	Name of the Bidder/ Bidding Firm / Company :	<input type="text"/>		
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)				
11	Sl. No.	Item Description	RATE TO BE QUOTED PER QUINTAL PER KM. (In Figure)	RATE TO BE QUOTED PER QUINTAL PER KM. (In Words)
13	1	Transportation of Wheat from Food Storage Depot (FSD), FCI to Rice Receiving Centre (RRC)		
14	1.01	FSD-____ TO RRC-____		INR Zero Only
15	1.02	FSD-____ TO RRC-____		INR Zero Only
16	1.03	FSD-____ TO RRC-____		INR Zero Only
17	1.04	FSD-____ TO RRC-____		INR Zero Only
18	1.05	FSD-____ TO RRC-____		INR Zero Only
19	1.06	FSD-____ TO RRC-____		INR Zero Only
20	1.07	FSD-____ TO RRC-____		INR Zero Only
21	1.08	FSD-____ TO RRC-____		INR Zero Only
22	1.09	FSD-____ TO RRC-____		INR Zero Only
23	1.1	FSD-____ TO RRC-____		INR Zero Only
24	1.11	FSD-____ TO RRC-____		INR Zero Only

N.B.

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


 District Manager
 O.S.C.S.C. Ltd.
 Subarnapur