

SAMPLE TENDER PAPER
OFFICE OF THE DISTRICT MANAGER
ORISSA STATE CIVIL SUPPLIES CORPORATION LIMITED.
GAJAPATI DISTRICT

**TENDER DOCUMENT FOR TRANSPORTATION OF FOODGRAINS FROM RICE
RECEIVING CENTRE-CUM-DEPARTMENTAL STORAGE CENTRE (RRC-CUM-DSC) TO RETAIL
CENTRES.**

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(Signature of the Tenderer)

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- 1) The Tenderer has to sign each and every page of the Tender Document and put his seal. All enclosures will be treated as part of Tender Document.
- 2) The Tenderer is requested to go through the Tender Document carefully before filling the same, so that there will be no ambiguity later on.

District Manager,
OSCSC.Ltd., Gajapati District

OFFICE OF THE DISTRICT MANAGER
ORISSA STATE CIVIL SUPPLIES CORPORATION LIMITED.
GAJAPATI DISTRICT

TENDER DOCUMENT FOR HANDLING & TRANSPORTATION OF FOODGRAINS
FROM RICE RECEIVING CENTRE-CUM- DEPARTMENTAL STORAGE CENTRE (RRC-
CUM-DSC) TO RETAIL CENTRES FOR THE YEAR-2011-12.

Sl No.....

1 General Information:-

1. HANDLING & TRANSPORT CONTRACTOR (H & T CONTRACTOR) SHALL BE APPOINTED FOR EACH RICE RECEIVING CENTRE-CUM- DEPARTMENTAL STORAGE CENTRE (RRC-cum-DSC) AND BLOCKS / ULB TAGGED TO IT. THE TRANSPORT CONTRACTOR SHALL BE RESPONSIBLE FOR TRANSPORTATION AND HANDLING OF FOODGRAINS FROM RRC-cum-DSC TO ALL RETAIL CENTRES OF THE BLOCKS / ULBs TAGGED TO IT.
2. Handling and Transport Contractor shall be appointed in following manner.
 - (i) One RRC-cum-DSC tagged with one or more Blocks / Block & NAC / Block & Municipality / Municipal Corporation.
 - One H & T Contractor shall be appointed for the RRC-cum-DSC for transportation and handling of Foodgrains from RRC-cum-DSC to retail centres of the Blocks / Block & NAC / Block & Municipality / Municipal Corporation tagged.
 - Example:- RRC-cum-DSC - „A“
Block etc. tagged - „X“, „Y“, „Z“
 - One H & T Contractor shall be appointed for the RRC-cum-DSC- „A“ at a single rate for transportation and handling of Foodgrains to the retail centres of Block etc. „X“, „Y“, „Z“ tagged.
 - (ii) More than one RRC-cum-DSC tagged with one Blocks / Block & NAC / Block & Municipality / Municipal Corporation.

- One H & T Contractor shall be appointed for the Blocks / Block & NAC / Block & Municipality / Municipal Corporation. for transportation and handling of Foodgrains from both the RRC-cum-DSC at a single rate to the retail centres of Blocks / Block & NAC / Block & Municipality / Municipal Corporation tagged.
- Example:- RRC-cum-DSC - „A“ & „B“
Block etc. tagged - „X“,
- One H & T Contractor shall be appointed for the RRC-cum-DSC- „A“ & „B“ at a single rate for transportation and handling of Foodgrains to the retail centres of Block etc. „X“ tagged.

4. Cost of Tender Paper-Rs.500/- only inclusive of VAT.

4. Deposit of cost of Tender Paper - Money receipt number.....Date.....
Or
- Bank Draft number.....Date.....
Or
- Bankers cheque number.....Date.....

(Money receipts in case of Tender Paper purchased from the District Office, Bank Draft / Bankers cheque on Tender Paper downloaded from District website. The Draft or Bankers cheque shall be made in favour of the District Manager, OSCSC.Ltd. Gajapati District payable at Paralakhemundi)

5. Last date for receipt of Tender Paper - 14/11/2011 Up to 02.00 P.M
6. Date & Time of opening of Tender Paper -
& Technical Bid. 15/11/2011 At 12.30 P.M
7. Date and Time of opening of Price Bid
in case of Tenderers who are successful in
Technical Bid. - 15/11/2011 At 03.00 P.M

Note:-

- (i) If the last date for receipt of Tender Paper or the date on which Tender is scheduled to be opened falls on holiday, the next working day shall be the date for receipt of Tender Paper and opening of Tender Paper as the case may be.
- (ii) The tender paper shall be in duplicate. The first copy of the Tender Paper shall be submitted at the office of the District Manager, OSCSC.Ltd. Gajapati District in the Tender Box. The second copy shall be retained by the Tenderer for his reference.
- (iii) The Tender Paper consists of 39 pages.
- (iv) The Tender Paper & Tender Document is available in the website of the District i.e. <http://gajapati.nic.in>

2. General Instructions and Guidelines for the Tenderer:-

- 2.1. The Tenderer shall read all the instructions and guidelines carefully before filling the Tender Document and submitting the same.
- 2.2 All the instructions, guidelines and the Tender paper shall form part of the Agreement.
- 2.3 In case the cost of the Tender Paper, EMD and any document as per the **Annexure-II** is not enclosed to the Technical Bid, the Tender Paper shall be rejected.
- 2.4 The District Tender Committee reserves the right to negotiate with the L-1 Tenderer for workable rate.
- 2.5 The District Tender Committee reserves the right to have cross negotiation with all the qualified Tenderers of the district, if required to finalise the workable rate for Handling & transport operation.
- 2.6 The Tenderer will have to discharge Handling operation both at Rice Receiving Centre-cum-Departmental Storage Centre and retail centre & Transport operation from Rice Receiving Centre-cum-Departmental Storage Centre to retail centre.
- 2.7 SEPARATE TENDER PAPER SHALL BE SUBMITTED FOR EACH RICE RECEIVING CENTRE-CUM- DEPARTMENTAL STORAGE CENTRE (RRC-CUM-DSC) OF A DISTRICT.
- 2.8 Tenders not accompanied with, all the Schedules / Annexures, intact, and duly filled in, signed by self and attested by the Notary Public, the same shall be liable for rejection.
- 2.9 Separate Agreement shall be executed for H & T operation in each rice receiving centre-cum- departmental storage centre (RRC-cum-DSC). In case a Tenderer is selected for more than one rice receiving centre-cum- departmental storage centre (RRC-cum-DSC), separate Agreement shall be executed for each RRC-cum-DSC.

3 Definitions: -

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(Signature of the Tenderer)

- 3.1 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.
- 3.2 The term '**Tenderer**' shall mean and include the person or persons, HUF, firm or company with whom the contract has been made including their heirs, executors, administrators, successors and their Authorized Person, as the case may be.
- 3.3 The terms „**Corporation**“, OSCSC Ltd., shall mean the Orissa State Civil Supplies Corporation Limited established under Indian companies Act 1956 and shall include its District Manager and its successor or successors and any Authorized Person to act for the District Manager for any specified work.
- 3.4 The terms „**District Tender Committee**“ shall mean the Committee formed as such by the Collector of the district for opening of tender and finalization of H&T Contractor and to take decision on all the related matters.
- 3.5 The term '**District Manager**' shall mean the District Manager of the Corporation, working in Revenue District or any authorized officer to act on his behalf for a specific work.
- 3.6 The term "**Govt.**" shall mean Govt. in Food Supplies & Consumer Welfare Department of Govt. of Orissa, Bhubaneswar.
- 3.7 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.
- 3.8 The term „**Sugar**“ shall mean and include the sugar packed in 50 kg. / 100 kg. HDPP bag or jute gunny bag.
- 3.9 The term „**Wheat**“ shall mean and include the wheat packed in 50 kg. / 100 kg. HDPP jute gunny bags.
- 3.10 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 District Tender Committee packed in 50 kg. / 100 kg. HDPP bag or jute gunny bag or in packet of any weight.

- 3.11 The term „**Rice Receiving Centre-cum-Departmental Storage Centre(RRC-cum-DSC)**“ 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 of CWC/OSWC under occupation of the Corporation.
- 3.12 The term “**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.
- 3.13 The term „**Retail Centre**“ shall mean the place where Retailer or Retail Dealer distributes the commodities under Public Distribution System.
- 3.14 The term „**Handling & Transport Contractor (H&T Contractor) \ Contractor**“ shall mean & include a contractor appointed by the District Manager for Handling & Transportation of Foodgrains.
- 3.15 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.

4 Handling & Transport services:-

4.1 Handling & Transport services required to be performed under the contract have been categorized in four parts.

4.1.1 (Services at Rice Receiving Centre-cum-Departmental Storage Centres) –

(a) Stack breaking, bringing the stock to weighment place, weighment of stock by electronic / manual weighing scale and loading the stock to the vehicle.

Or

(b) Stack breaking, loading the stock to the vehicle and weighment at designated weighbridge.

4.1.2 Transportation of stock from Rice Receiving Centre-cum-Departmental Storage Centre to retail centres as per the list provided by District Manager or any Officer Authorised.

- 4.1.3 (Services at retail centre) – Unloading of stock from the vehicle, weighment of stock by electronic / manual weighing scale and delivery to retail dealer. The Tenderer shall arrange required number of labourers and weighing scale.
- 4.1.4 Collection of spillage both at Rice Receiving Centre-cum-Departmental Storage Centre and retail centres, cleaning of stock , bagging as per the standard weight and stitching as per specification for utilization under PDS.
- 4.2 The stock of Foodgrains will be in 50 kg / 100 kg bag or in packet of any weight.
- 4.3 **Handling & Transport Contractor shall quote the rates for Handling & Transport operation being acquainted with prevailing conditions both at Rice Receiving Centre-cum-Departmental Storage Centre & retail centres tagged relating to matters such as Trucks union, requirement of vehicle(Heavy,Medium,Light),Labour union, condition of roads, ghat roads, short distance, Handling & Transportation operation within a specified time, number of retail centres to be covered, quantity of stock to be handled and transported, weighment of stock, inaccessible pockets, natural barriers, rates of handling charges of the labourers at CWC/OSWC Godowns, Godowns of the Corporation, hired godowns & Godowns managed through CWC / OSWC and at retail centres. He / She shall consider all these factors & also all other factors as may be necessary 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.**
- 4.4 The rate quoted by the Tenderer for the H & T operation shall include the cost of weighment of empty vehicle and loaded vehicle in a weighbridge located within a radius of 5 km of Rice Receiving Centre-cum-Departmental Storage Centre.
- 4.5 The H & T Contractor shall be paid with additional charges for distance (to & fro) covered for weighment of stock including weighbridge charges, if so directed, in case weighment in weighbridge facility is not available within a radius of 5 km of Rice Receiving Centre-cum-Departmental Storage Centre at following rate.
- (i) Weighbridge at a distance beyond 5 km but within 10 km -
Rs.100 per 4 wheeler vehicle.

Rs.200 per 6 wheeler vehicle.
Rs.300 per 10 wheeler vehicle.

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

Rs.200 per 4 wheeler vehicle.
Rs.400 per 6 wheeler vehicle.
Rs.600 per 10 wheeler vehicle.

- 4.6 If the H & T Contractor is required to perform any service in addition to those specifically provided for in the contract, the H & T Contractor's remuneration for the same will be paid at the rates as negotiated and fixed on mutual agreement.
- 4.7 The Rice Receiving Centre-cum-Departmental Storage Centre can be relocated within a distance of 10 km. of existing Rice Receiving Centre-cum-Departmental Storage Centre as per the requirement and availability of suitable godowns and the H & T Contractor shall transport the stock at the approved rate.
- 4.8 In case the Rice Receiving Centre-cum-Departmental Storage Centre is relocated beyond a distance of 10 km. of existing Rice Receiving Centre-cum-Departmental Storage Centre, the rate of Handling and Transportation will be decided on negotiation in between H & T Contractor & District Tender Committee.

5 Quoting of rates:-

- 5.1 The rate of Handling & Transportation shall be a consolidated one for each RRC-cum-DSC.
- 5.2 The Tenderer shall quote a **SINGLE RATE PER QUINTAL** for all the services as specified at Clause-3.
- 5.3 The rate shall be per quintal for each RRC-cum-DSC irrespective of distance covered from Rice Receiving Centre-cum-Departmental Storage Centre to Retail centres of tagged Block / NAC / Municipality / Municipal Corporation.
- 5.4 The Tenderers are required to quote the rate per quintal, inclusive of cost of all the services required for Handling & Transportation operation in the prescribed format of the Price Bid.

5.5 The rate shall be quoted basing on the prevailing rate of fuel charges. In case there will be substantial change in the rate of fuel, the rate of H & T Operation shall be modified accordingly as decided by the District Tender Committee. The decision of the District Tender Committee shall be final and binding.

6 Requirement of vehicles:-

- 6.1 The Tenderer shall have minimum 2 (Two) number of Transport Vehicle registered in his/her name. Additional requirement of vehicles can be availed on hire basis. A statement of own vehicles alongwith attested photocopies of the Registration Certificate and Fitness Certificate issued by the Transport Department has to be attached to the Technical Bid.
- 6.2 The vehicles should be suitable for transportation of Foodgrains.
- 6.3 The vehicles should have National, State or District permit for transportation.
- 6.4 The vehicle has to be registered in the name of the Tenderer till the end of the Agreement. In case the vehicle is required to be disposed of in between the Agreement 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 alongwith its documentary evidence.
- 6.5 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.

7 Tender process:-

- 7.1 Tenderers participating in the Tender process shall submit a technical bid & price bid in response to the Tender Call Notice.
- 7.2 **Earnest Money Deposit (EMD), Technical Bid & Price Bid** shall be contained in separate sealed envelopes clearly marked “**EMD**”, “**Technical Bid**” & “**Price Bid**” as per norms specified below.
- 7.2.1 **FIRST** sealed Envelope will contain only the EMD. This envelope shall be marked :
“**PART-I – EMD**”

- 7.2.2 **SECOND** sealed Envelope will contain the **Technical Bid (Annexure-I), Check List(Annexure-II) & Declaration(Annexure-III)**. This envelope shall be marked :
“**PART-II – TECHNICAL BID**”
- 7.2.3 **THIRD** sealed Envelope will contain the **Price Bid (Annexure-V), Point of Reference to fill up Price Bid (Annexure-IV) & General Information on RRC-cum-DSC & location of retail centres (Annexure-VI)**. This envelope shall be marked
“**Part-III – PRICE BID**”.
- 7.2.4 **FOURTH** sealed Envelope will contain all the THREE envelopes sealed separately i.e. **EMD, TECHNICAL BID & PRICE BID with superscription “TENDER FOR APPOINTMENT OF HANDLING & TRANSPORT CONTRACTOR IN _____RRC-cum-DSC, _____District”**.
- 7.3 ENVELOPE CONTAINING TECHNICAL BID WILL BE OPENED FIRST AND SCRUTINIZED ON THE DAY OF OPENING OF TENDER PAPER.
- 7.4 THE PRICE BID OF THE TENDERER WHO QUALIFIED ON SCRUTINY OF TECHNICAL BID SHALL BE CONSIDERED AND OPENED ON THE SCHEDULED DATE & TIME.

8 Others:-

- 8.1 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.
- 8.2 *The instructions to be followed for submitting the Tender papers are set out below:*
- 8.3 Information about Tenderers: The Tenderers must furnish full, precise, correct and accurate details of information asked for in the Tender documents, Technical Bid & Price Bid.
- 8.4 **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 or Karta of HUF. The names of all the partners and Directors should be disclosed and the Tender 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. An attested copy of the 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 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. In case of Hindu Undivided Family, the names of the family members should be disclosed and the Karta, who can bind the HUF, shall sign the Tender and indicate his status below his signature.

- 8.5 The persons 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 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 Papers shall be liable for rejection, without prejudice to any other rights of the Corporation, under the Law.
- 8.6 The "**Power of Attorney**" shall be executed by all the partners in the case of partnership concern; by the proprietor in the case of a proprietary concern, and by the person who by his / her signature can bind the company in the case of a limited company. In the case of Hindu Undivided Family "Power of Attorney" shall be executed by the Karta of the family who by his / her signature can bind the HUF.
- 8.7 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 or HUF have been filed and registered as per the provision of law.

9 Earnest Money Deposit (EMD) :-

- 9.1 Each tender must be accompanied by an EMD of **Rs.25,000/- (Rupees twenty thousand)** only for each RRC-cum-DSC as indicated in **Annexure-VI** in the form of

crossed Demand Draft / Bankers cheque issued by any Nationalized / Scheduled Bank and drawn in favour of District Manager, OSCSC Ltd., Gajapati district payable at Paralakhemundi. In case the Tender Paper submitted is not accompanied by EMD, the tender paper shall be summarily rejected.

- 9.2 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.*
- 9.3 EMD shall be refunded to all unsuccessful Tenderers.
- 9.4 No interest shall be payable on the amount of earnest money.
- 9.5 The EMD furnished by the successful Tenderer can be adjusted towards Security Deposit if requested by him in writing.
- 9.6 Incase the L-1 rate is not workable and H & T Contractor is selected on cross negotiation, then the EMD of the L-1 Tenderer shall be refunded.

10 Security Deposit:-

- 10.1 Successful Tenderer shall furnish security deposit for H & T operation in RRC-cum-DSC in following manner.
- 10.1.1 RRC-cum-DSC located in Koraput, Malkangiri, Nabarangapur, Rayagada, Bolangir, Subarnapur, Kalahandi, Nuapada, Gajapati, Kandhamal, Mayurbhanj, Keonjhar & Sundargarh districts.

SI No.	RRC-cum-DSC tagged to	Security Deposit (In Rs.)
1	03 Block Unit or more	Rs.8 lakh
2	02 Block Unit	Rs.5 lakh
3	01 Block Unit	Rs.3 lakh

- 10.1.2 RRC-cum-DSC located in Angul, Balasore, Bargarh, Bhadrak, Boudh, Cuttack, Deogarh, Dhenkanal, Ganjam, Jagatsinghpur, Jajpur, Jharsuguda, Kendrapara, Khurda, Nayagarh, Puri & Sambalpur districts.

SI No.	RRC-cum-DSC tagged to	Security Deposit (In Rs.)
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1	03 Block Unit or more	Rs.10 lakh
2	02 Block Unit	Rs.8 lakh
3	01 Block Unit	Rs.5 lakh

Note:-

For the purpose of deposit of Security Deposit, the Block Unit shall mean:-

- (i) A Block / Block & NAC / Block & Municipality (Except 09 Municipalities noted at Point-ii below) shall be treated as one **Block Unit**.
- (ii) The Municipalities namely Balasore, Bhadrak, Bolangir, Jeypore, Puri, Sambalpur, Rourkela, Berhampur, Bhawanipatna shall be treated equivalent to one **Block Unit**.
- (iii) The Municipal Corporation namely Cuttack & Bhubaneswar shall be treated equivalent to three **Block Units** each.

- 10.2 Separate Security Deposit as specified at Column-9.1.1 or 9.1.2 as the case may be, shall be furnished for each RRC-cum-DSC incase the Tenderer is selected for H & T operation in more than one RRC-cum-DSC.
- 10.3 The Security Deposit shall be in shape of a **Fixed Deposit** issued from any Nationalized Bank duly pledged in favour of the District Manager, OSCSC Ltd., Gajapati district for the entire Agreement period or such period as shall be decided by the District Manager.
- 10.4 Security Deposit furnished by the Tenderer shall be subject to the terms and conditions contained in this Tender document.
- 10.5 The EMD of a successful Tenderer can be adjusted towards security deposit as per his / her request.

11 Solvency Certificate:-

- 11.1 Solvency Certificate shall be obtained from the Revenue Authority.
- 11.2 Successful Tenderer shall furnish Solvency Certificate for H & T operation in RRC-cum-DSC in following manner:-

11.2.1 RRC-cum-DSC located in Koraput, Malkangiri, Nabarangapur, Rayagada, Bolangir, Subarnapur, Kalahandi, Nuapada, Gajapati, Kandhamal, Mayurbhanj, Keonjhar & Sundargarh districts.

SI No.	RRC-cum-DSC tagged to	Solvency Certificate (In Rs.)
1	03 Block Unit or more	Rs.8 lakh
2	02 Block Unit	Rs.5 lakh
3	01 Block Unit	Rs.3 lakh

11.2.2 RRC-cum-DSC located in Angul, Balasore, Bargarh, Bhadrak, Boudh, Cuttack, Deogarh, Dhenkanal, Ganjam, Jagatsinghpur, Jajpur, Jharsuguda, Kendrapara, Khurda, Nayagarh, Puri & Sambalpur districts.

SI No.	RRC-cum-DSC tagged to	Solvency Certificate (In Rs.)
1	03 Block Unit or more	Rs.10 lakh
2	02 Block Unit	Rs.8 lakh
3	01 Block Unit	Rs.5 lakh

Note:-

For the purpose of deposit of Solvency Certificate, the Block Unit shall mean:-

- (i) A Block / Block & NAC / Block & Municipality (Except 09 Municipalities noted at Point-ii below) shall be treated as one **Block Unit**.
- (ii) The Municipalities namely Balasore, Bhadrak, Bolangir, Jeypore, Puri, Sambalpur, Rourkela, Berhampur, Bhawanipatna shall be treated equivalent to one **Block Unit**.
- (iii) The Municipal Corporation namely Cuttack & Bhubaneswar shall be treated equivalent to three **Block Units** each.

12 Delivery of Tender Documents:-

- 12.1 The Tenderers shall submit Tender documents duly filled in, complete and signed on each page in a sealed envelope being superscribed as “Tender for appointment of Handling & Transport Contractor in _____in RRC-cum-DSC”, addressed to the District Manager, OSCSC Ltd. , Gajapati district.
- 12.2 *All Tender Papers are required to be submitted in the **Tender Box** at the office of the District Manager, OSCSC.Ltd.,Gajapati District.*
- 12.3 Tender documents shall be accompanied with EMD of the required amount in respect of each RRC-cum-DSC. The Tenderers, who have downloaded the Tender paper from the district website shall have to pay an amount of Rs.500/- only (Rupees five hundred 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, Gajapati district payable at Paralakhemundi.
- 12.4 All credentials, documents and copies of certificate / information called for shall be submitted along with the Tender papers duly signed and attested by the Notary Public.
- 12.5 The rate of Handling & Transportation shall be a consolidated one.
- 12.6 The Tenderer shall quote a **SINGLE RATE PER QUINTAL** for all the services as specified at Clause-3.
- 12.7 The rate shall be per quintal for each RRC-cum-DSC irrespective of distance covered from Rice Receiving Centre-cum-Departmental Storage Centre to tagged Retail centres.
- 12.8 The Tenderers are required to quote the rate per quintal, inclusive of cost of all the services required for Handling & Transportation operation in the prescribed format of the Price Bid.

13 Opening of Tender Paper:-

- 13.1 The Tender Paper shall be opened in the chamber of the Gajapati District Manager or in such other office premises at Gajapati Collectorate district on the date and time specified. The Tenderers shall be at liberty to be present either in person or through an authorized representative at the time of opening of Tender. The authorized representative shall furnish the authorization letter duly executed by the Tenderer before opening of Tender.

13.2 If the last date for receipt and opening of Tender Paper happens to be a holiday, Tender Paper will be received & opened on the next working day following the holiday.

14 Quoting of same rates by more than one Tenderer & negotiation with Tenderers:-

14.1 The lowest rate quoted by the Tenderer cannot be treated as accepted, if not workable, as per the decision of the District Tender Committee. The decision of the District Tender Committee is final and binding.

14.2 Quoting of same rates (L-1 only) by more than one Tenderer, could be construed as an exceptional circumstance. In such cases, all the Tenders who have quoted the lowest rates shall be called for negotiation and revised rates shall be obtained in the sealed cover, opened in the presence of Tenderers & L-1 rate shall be declared basing on the revised rates obtained.

14.3 The District Tender Committee reserves the right to negotiate with the L-1 Tenderer to come to workable rate.

14.4 The District Tender Committee reserves the right to have cross negotiation with all the qualified Tenderers of the district, if required to finalise the workable rate for Handling & Transport operation.

14.5 Incase single Tender is received for RRC-cum-DSC or a single Tenderer is qualified after scrutiny of Technical Bid, the District Tender Committee reserves the right to negotiate the rate with the Tenderer to reach on a workable rate or have cross negotiation with all the qualified Tenderers of the district to finalise the workable rate for Handling & Transport operation of that RRC-cum-DSC.

14.6 The District Tender Committee reserves the right to utilize more than one H & T Contractor in one RRC-cum-DSC for H & T operation as per the requirement. The decision of the District Tender Committee shall be final and the H & T Contractor as appointed for that RRC-cum-DSC shall have no objection in this aspect.

14.7 In case the approved H & T Contractor fails to provide H & T services, the District Tender Committee shall negotiate with all the qualified Tenderer to make alternative arrangement.

- 14.8 While the agreement with the H & T Contractor is in force, the District Manager reserves the right to make alternative arrangement for H & T operation, in case the H & T Contractor fails to do the assigned work within the scheduled time, for timely and effective Handling & Transportation of stock in the interest of the PDS. Such requirement shall be decided by the District Manager, whose decision shall be final and binding on the H & T Contractor. The approved H & T Contractor shall have no right to claim any compensation on such operation.
- 14.9 In case no Tender is received or no H & T Contractor is finalized for any Rice Receiving Centre-cum-Departmental Storage Centre, the District Tender Committee can engage the H & T Contractor of nearby RRC-cum-DSC on negotiation.

15 Corrupt Practices:-

- 15.1 Canvassing in any form on the part or on behalf of the Tenderer shall also make his Tender liable for rejection.

16 Relationship with third parties:

- 16.1 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.
- 16.2 The contractors shall also undertake to make the third parties fully aware of the aforesaid position.

17 Liability for Personnel:

- 17.1 All persons employed by the H&T contractors shall be treated as their own employees / workers in all respects and the responsibility under the Workmen's Compensation Act 1923; Employees Provident Fund Act 1952; Maternity Benefit Act 1961; Contract Labour (Regulation & Abolition) Act 1970; 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 upto 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.

- 17.2 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 labour employed by him. The contractor shall recover the amount payable by such employees and deposit the same with concerned PF authorities. 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, the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the labour 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.

- 17.3 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 unauthorized made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
- 17.4 Notwithstanding the fact, whether the said legislations, enactments or any statutory modifications thereof are applicable or not to the employees / workers employed by the contractor, he shall pay the following to them.

17.4.1 Payment of Wages to Workers:-

The contractors shall pay not less than minimum wages to the workers engaged by them on either time rate basis or piece rate basis on the work. **Minimum wages both**

for the time rate and for the piece rate work shall mean the rates notified by appropriate authority at the time of inviting tenders for the work. 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.

17.4.2 Weekly off:-

The contractors 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.

17.4.3 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.

17.4.4 Aforesaid wage / benefits at Clause 15.4.1 to 15.4.3 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-fulfillment 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 **15.1** and **15.2**.

18 Delays, Strikes etc :-

18.1 The contractor shall be responsible for delays in H & T operation which may arise on account of any reason.

18.2 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 District Manager may suffer on this account.

19 Liability of Contractors for losses etc, suffered by Corporation.

- 19.1 The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation for any services under this contract or breach of any terms thereof or their failure to carry out the work within time and for all damages or losses occurred to the corporation due to any act whether negligence or otherwise of the contractors 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.
- 19.2 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 terms thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the contractor under this or any other contract with the 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 para 9. 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.
- 19.3 In the event of default on the part of the contractor in providing labour, sufficient trucks etc. and / or his / her failure to perform any of the services mentioned in this document efficiently and to the entire satisfaction of the District Manager or any officer acting on his behalf, **the District Manager. shall, without prejudice to other rights and remedies under this agreement, have the right to recover by way of compensation from the contractor a sum of such Rupees as decided.**

20 Set off:

- 20.1 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.

21. Interviews and acceptance of Tender:-

- 21.1 The Tenderer is required to proceed to the office of the District Manager, OSCSC Ltd, Gajapati district at his / her own expenses and without any obligation, if called upon to do so, by the District Manager, OSCSC Ltd, Gajapati district (or an Officer authorized to act on his behalf).
- 21.2 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.
- 21.3 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 awaiting for the post copy in confirmation.

22. Execution of Agreement:-

- 22.1 The successful Tenderer shall enter into an agreement with the District Manager in the prescribed format.
- 22.2 The Agreement shall be typed on a Non-Judicial Stamp Paper of Rs.100/- only.
- 22.3 Execution of agreement shall be made on furnishing of required security deposit & two-passport size photograph duly attested by Gazetted Officer.
- 22.4 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.

23. Period of Contract:-

- 23.1 The contract shall remain in force for a period of one year from the date of execution of Agreement or such later date as may be decided solely by the District Manager with the approval of the Collector.

23.2 The District Manager with the approval of District Collector reserves the following rights.

23.2.1 To extend the period of contact for any further period beyond the original contract period of one year on the same rates, terms and conditions;

23.2.2 To terminate the contact at any time during its currency without assigning any reasons there of by giving seven days notice in writing to the contractor at their last known place of residence / business and the contractor shall not be entitled to any compensation by reason of such premature termination.

23.2.3 To award similar works on the basis of said contract on mutual agreement with other contractor.

24. Summary Termination:-

24.1 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 terms and conditions 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.

24.2 The non performing /defaulting contractor **may be suspended/banned for trade relation/black listed for a period up to 2 years based on the gravity of non performance/default of the contractor, by the District Manager whose decision in the matter shall be final and binding.**

24.3 **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 terms and conditions of the contract and to get the work done for the unexpired period of the contract, at the risk and cost of the contractor and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the**

contractor's negligence or unwork-man like performance of any of the services under the contract.

- 24.4 The contractor shall be responsible to supply adequate and sufficient labour, weighing scales/trucks/carts/any other transport vehicle for loading / unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the District Manager or an officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of labour, weighing scales and trucks in due time, the District Manager shall, at his sole discretion without terminating the contract be at liberty to engage other labour, scales, trucks etc. at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the District Manager shall be final and binding on the contractor.

25 Volume of Work:-

- 25.1 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.
- 25.2 The 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 specified RRC-cum-DSC should necessarily or exclusively be entrusted to him / her.
- 25.3 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 mentioned hereunder 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.
- 25.4 In case the approved transport contractor fails to transport Foodgrains during currency of the agreement due to any reason, the District Manager shall have

the right to rescind contract forthwith and/or take any other steps including imposition of penalty to the contractor. In that event the District Manager shall have the right to make alternative arrangement with the approval of the Collector.

- 25.5 The District Tender Committee shall also have the right to appoint transport contractor(s) from among the selected transport contractors for the district on negotiation, where no transport contractor(s) selected for transportation of rice .

26 Subletting:-

- 26.1 The H & T Contractor shall not sublet, transfer or assign the contract or any part thereof without previous written approval of the District Manager.
- 26.2 In the event of the H & T 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 H & T 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.

27 Remuneration :-

- 27.1 The H & T Contractor shall be paid with the remuneration in respect of the services described in Clause-3 and performed by them at the contract rate.
- 27.2 **The payment shall be made for the H & T operation only for net quantity of Foodgrains. No payment shall be made for the weight of the containers / bags / packaging material.**
- 27.3 **THE RATE QUOTED BY THE TENDERER FOR THE H & T OPERATION SHALL INCLUDE THE COST OF WEIGHMENT OF EMPTY VEHICLE AND LOADED VEHICLE IN A WEIGHBRIDGE LOCATED WITHIN A RADIOUS OF 5 KM OF RICE RECEIVING CENTRE-CUM-DEPARTMENTAL STORAGE CENTRE.**
- 27.4 The H & T Contractor shall be paid with additional charges for distance (to & fro) covered for weighment of stock including weighbridge charges, if so directed, in case weighment in weighbridge facility is not available within a radius of 5 km of Rice Receiving Centre-cum-Departmental Storage Centre at following rate.

- (i) Weighbridge at a distance beyond 5 km but within 10 km -
Rs.100 per 4 wheelers vehicle.
Rs.200 per 6 wheelers vehicle.
Rs.300 per 10 wheelers vehicle.
- (ii) Weighbridge at a distance beyond 10 km but within 15 km-
Rs.200 per 4 wheelers vehicle.
Rs.400 per 6 wheelers vehicle.
Rs.600 per 10 wheelers vehicle.

- 27.5 If the H & T Contractor is required to perform any service in addition to those specifically provided for in the contract, the H & T Contractor's remuneration for the same will be paid at the rates as negotiated and fixed on mutual agreement.
- 27.6 The H & T 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 services specifically provided for in the contract or as the case may be, is not auxiliary or incidental to such services, provided that such representation in writing is made maximum within 30 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the H & T Contractor's right in this regard will be deemed to have been waived.
- 27.7 The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract, or is not auxiliary or incidental to any of such services, shall be decided by the District Tender Committee, whose decision shall be final and binding on the H & T Contractor.
- 27.8 The H & T Contractor shall provide sufficient number of tarpaulins for each truck to cover the Foodgrains during transportation to protect those from rains and other natural happenings including natural calamities. He shall be responsible for any loss that may arise due to his failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the District Manager in this matter shall be final and binding on the H & T Contractor.
- 27.9 Shortages of stock / Damage of stock, in quantity and quality, during transit shall be recovered from the dues of the H & T Contractor at the economic cost of Foodgrains.

28 Payment :-

- 28.1 Payment will be made by the District Manager on submission of bills, in duplicate as per the format and procedure prescribed.
- 28.2 In order to facilitate fast disposal of bills, the H & T Contractor will submit his / her bills on monthly basis.
- 28.3 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.
- 28.4 The payment shall be made through cheque/e-payment system for which the following details shall be provided by the H & T 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.
- 28.5 Income Tax (TDS) shall be recovered from the bills of the H & T Contractor at the applicable rate.

29 Duties and Responsibilities of the H & T Contractor:-

- 29.1 The H & T Contractor is required to keep continuous & close liaison with the In-charge of the Rice Receiving Centre-cum-Departmental Storage Centre, District Manager and other officials of OSCSC in respect of programme of Handling & Transportation of stock.
- 29.2 The H & T Contractor shall take complete care of the stocks from the time of its handling at Rice Receiving Centre-cum-Departmental Storage Centre till it is delivery to the Retail Dealers.
- 29.3 The H & T Contractor shall always be bound to act with reasonable diligence and in a businesslike manner and to use such skill as expected of person of ordinary prudence in the conduct of his / her activities.
- 29.4 The H & T Contractor shall engage competent and adequate staff and labour to the satisfaction of Corporation for ensuring efficient H & T operation.

- 29.5 He / She shall furnish true and correct and up to date position/information/progress of work statement and accounts.
- 29.6 The H & T 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.
- 29.7 The District Manager/ In-charge of the Rice Receiving Centre-cum-Departmental Storage Centre or any official acting on their behalf, shall have the right to ask for the removal of any employee of the H & T Contractors, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct, etc; of the H & T Contractor, his / her servants or agents or representatives shall be final and binding on the H & T Contractor.
- 29.8 The H & T Contractor shall intimate the In-charge of the Rice Receiving Centre-cum-Departmental Storage Centre, 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 Authorised person shall be authorized by the H & T Contractor to act as "Power of Attorney" in a stamp paper worth Rs.50/- duly registered before competent authority. The H & T Contractor will be liable for all the activities of authorized person.
- 29.9 It shall be the duty of those representative(s) to call at the office of the Godown Manager / In-charge of RRC-cum-DSC or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about H & T operation and to report the progress of loading/unloading/transport work, etc.
- 29.10 The H & T Contractor shall issue Identity Card with photograph to all his employees including driver & helper, manager, clerk etc.
- 29.11 The H & T Contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the Foodgrains during stack breaking, weighment, loading to vehicle, transportation and unloading from the vehicles. The H & T Contractor shall be liable for any loss which the Corporation may suffer from any loss in quantity and quality of stock handled by him / her. The decision of the District Manager on such loss shall be final and binding on the H & T Contractor.

- 29.12 The H & T Contractor shall collect the spillage at the time of handling operation at Rice Receiving Centre-cum-Departmental Storage Centre and at Retail centres. He / She shall clean the same and fill the stock in bag & stitch it for utilization under PDS. The rate quoted by the H & T Contractor is inclusive of the cost incurred in these activities.
- 29.13 The H & T Contractor shall have adequate vehicle arrangements for H & T operation within the stipulated period as communicated by the District Manager.
- 29.14 The H & T Contractor shall accordingly assess the requirement of labourers and vehicles for completion of the work within the stipulated period.
- 29.15 The H & T 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.
- 29.16 The H & T Contractor shall carry adequate number of weighing scale for weighment of stock at retail centres during delivery of stock.
- 29.17 The bulk consumers / institutions like jail, hospital, educational institution etc. can lift the stock directly from the Rice Receiving Centre-cum-Departmental Storage Centre and the H & T Contractor shall have no objection in this regard.
- 29.18 The H & T 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 H & T Contractor.
- 29.19 The H & T Contractor shall ensure that their workers do not use large hooks for handling Foodgrains bags / packets at any stage. The use of hooks other than those if any approved by the Corporation shall render the contract liable for cancellation. The H & T Contractor shall also be liable to make good to Corporation, if any losses caused by the use of unauthorized hooks. The decision of the District Manager on such losses shall be final & binding.
- 29.20 The H & T Contractor shall strictly abide by all rules and regulations of Transport Department, Police, Municipal Authorities and other local bodies.

- 29.21 The H & T Contractor shall not load more than permissible quantity of Foodgrains in each truck before transportation as provided under M.V. Act. If the H & T Contractor shall load the stocks 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 H & T Contractor.
- 29.22 The H & T Contractor shall be responsible for keeping a complete and accurate account of handling & transportation 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.
- 29.23 The H & T Contractor shall be responsible for the safety of the Foodgrains while in handling and transporting through their trucks to specified Retail Dealers. 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 Retail Dealer. He / She shall deliver the equal **quantity and quality** of Foodgrains to the Retail Dealers as received by them at Rice Receiving Centre-cum-Departmental Storage Centre 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 economic cost of such commodity.
- 29.24 The H & T 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 their behalf.
- 29.25 The H & T Contractor shall, whenever required, supply petromax lamps for carrying out work during night.
- 29.26 The H & T Contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the H & T Contractors', negligence and un-workman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damage to rice and for all damages or losses 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 H & T Contractors himself / herself or his / her employees. The

decision of the District Manager regarding such failure of the H & T Contractor and his / her liability for the losses etc. suffered by Corporation shall be final and binding on the H & T Contractor.

- 29.27 The H & T 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 behalf shall have the right to disallow loading of any vehicle if the H & T Contractor does not paint, write or display prominently the aforesaid banners.
- 29.28 The H & T Contractor shall install “**GPS TRACKING SYSTEM**” in the vehicles used for transportation of CMR, when ever directed by the District Manager. The “**GPS**” device will be provided by the Corporation & the cost of the same shall be realized from the H & T Contractor. If “**GPS**” device will develop defect, no loading in that vehicle will be entertained and the H & T contractor has to replace a suitable one.
- 29.29 The H & T Contractor shall provide the information on day-to-day H & T operation in the **website** in a software developed by the Corporation. The H & T Contractor shall have computer, internet connectivity and trained computer personnel at his / her disposal for transmission of computerized data on day to day basis.
- 29.30 The cost of installation of “**GPS TRACKING SYSTEM**” and **reporting in website** is deemed to be included in the rate quoted by the Tenderer.
- 29.31 District Manager reserves the right to amend the Tender conditions at any time during the currency of contract, which shall be binding on the H & T Contractors.
- 29.32 The selected H & T Contractor shall be required to execute an agreement with the Corporation in the prescribed form within the time as may be prescribed by the District Manager. **Failure to comply any or all of the conditions of the agreement shall render the H & T Contractor to liquidate damages on account of such failure in addition to forfeiture of the security money in full or in part. The Corporation also reserves the right to take recourse to any legal action against defaulting H & T Contractor in addition to forfeiture of security money and liquidated damages.**

- 29.33 The H & T Contractor shall obtain transit insurance coverage of the Foodgrains stocks at economic cost in the name of OSCSC Ltd. covering all type of risks from the point of loading to trucks, transporting to specified retail point & till the stock is delivered to the retailer. 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. It shall be the duty of H & T Contractors to make adequate insurance coverage to cover the full value of stocks (economic cost) handled and transported. Any loss in quality and quantity of Foodgrains during handling or transportation shall be recovered from the H & T Contractor. Recovery shall be made at the economic cost of the Foodgrains and all expenses incurred thereon.
- 29.34 **The Tenderer whose EMD has been forfeited by OSCSC Ltd. earlier,will not be qualified.**
- 29.35 The Tenderer 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.
- 29.36 If required so, the H & T Contractor shall submit the stamped receipts of different check gates located en-route in proof of transportation for release of his bills.

30. Instruction to fill up the Technical Bid.

- 30.1 The Tenderer shall go through the Tender Documents thoroughly before filling the Technical Bid (***Annexure-I***) and submitting the same at District Office.
- 30.2 The number of pages in the Tender Paper and Tender Document to be checked to ascertain that all the pages are intact.
- 30.3 The Technical Bid has to be filled neatly and there shall be no overwriting.
- 30.4 All the columns of the Technical Bid have to be filled. Column which is not required to be filled by a Tenderer, a cross mark (X) has to be given against that Column.
- 30.5 The tenderer shall affix a self attested pass port size photograph on the Technical Bid at the specified space.
- 30.6 The Tenderer shall enclose the cost of Tender Paper.
- 30.7 The Tenderer shall enclose the cost of EMD of requisite amount.

- 30.8 All the documents as per the Check List (Annexure-II) have to be submitted.
- 30.9 Conditional Bid shall not be accepted.
- 30.10 In case any Forged Documents, noticed during verification of documents or period of Agreement, the EMD & Security Deposit, as the case may be shall be forfeited.
- 30.11 The Tenderer shall submit an declaration stating the fact that he has agreed to the conditions, terms and other details of the Tender Paper and Documents **(Annexure-III)**.
- 30.12 The Tender Paper, Tender Document, Technical Bid and copy of the documents **(Annexure-II) & declaration (Annexure-III)** have to be signed by the Tenderer.
- 30.13 Documents to be enclosed as per Annexure have to be attested by the Notary Public.

31. Instruction to fill up the Price Bid.

- 31.1 The rate of Handling & Transportation shall be a consolidated one.
- 31.2 The Tenderer shall quote a **SINGLE RATE PER QUINTAL** for all the services as specified at Clause-3.
- 31.3 The instruction to fill up the Price Bid **(Annexure-IV)** to be read carefully by the Tenderer before filling the Price Bid.
- 31.4 The rate shall be per quintal for each RRC-cum-DSC irrespective of distance covered from Rice Receiving Centre-cum-Departmental Storage Centre to Retail centres of tagged Block / NAC / Municipality / Municipal Corporation.
- 31.5 The Tenderers are required to quote the rate per quintal, inclusive of cost of all the services required for Handling & Transportation operation in the prescribed format of the Price Bid.
- 31.6 The Tenderer shall go through the general information so as to acquaint himself / herself as to the name and location of Rice Receiving Centre-cum-Departmental Storage Centre, Blocks / ULB tagged and name and location of retail centres as specified at **Annexure-VI** in the Tender Paper before quoting the rate.
- 31.7 Separate rate shall be quoted for each RRC-cum-DSC in separate Tender Paper.
- 31.8 Format for quoting the rates shall be submitted separately in a sealed cover, superscribing **“PRICE BID (Annexure-V)”**.

- 31.9 Envelope containing TECHNICAL BID will be opened first and scrutinized on the day of opening of tender paper & Technical Bid.
- 31.10 Only the PRICE BID of a qualified tenderer on scrutiny of TECHNICAL BID shall be considered and opened.

32 Arbitration:

- 32.1 The Managing Director, OSCSC.Ltd. shall nominate Officers to act as Arbitrators for adjudication and decision on the disputes.
- 32.2 In the event of any dispute covering or arising out of this contract / agreement, the same shall be referred to Arbitrators.
- 32.3 The decision / award of the Arbitrators shall be final and binding on both the parties.

33 Jurisdiction Of The Court:-

- 33.1 In the event of any dispute covering or arising out of this contract/agreement the jurisdiction of the court shall be at District Headquarter for the district for which the H&T contractor has been appointed. It is hereby expressly agreed that neither party shall be competent to bring any case/suit in regard to the matters covered by this agreement at any place outside District Headquarter.
- 33.2 It is expressly agreed & declared by & between the parties hereto that all amounts due to the Corporation under the terms of agreement, if not paid in time be recoverable under Orissa Public Demand Recovery Act-1962 (Orissa Act-1 of 1963) or through civil court & shall bear interest @ 11% 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 H & T contractor in appropriate court of law within the State of Orissa following the provisions of Law in force.

Annexure-I

TECHNICAL BID

FOR APPOINTMENT OF HANDLING AND TRANSPORT CONTRACTORS FOR TRANSPORTATION OF
FOODGRAINS FROM RICE RECEIVING CENTRE-CUM-DEPARTMENTAL STORAGE CENTRE (RRC-cum-
DSC) TO RETAIL CENTRES

Space for affixing self attested recent passport size photograph

1 Name : _____

2 Details of Earnest Money Deposit: BD / Bankers Cheque No. _____
date _____ of Rs.500/- of _____ Bank payable at

3. Name of Proprietor /Partner/
Company / Karta of HUF /: _____
(Names of all Directors /
Partners & members of HUF shall be mentioned) _____

4. Full Address of Registered _____
Office (with Pin Code) & Police Station _____

Telephone No. _____

Mobile No: _____

FAX No.: _____

E-Mail Address: _____

(Signature of the Issuing Officer) 36

(Signature of the Tenderer)

5. Full address of Operating /
Branch Office: (with Pin Code)

& Police Station _____

Telephone No. : _____

Mobile No.: _____

FAX No.: _____

E-Mail Address: _____

6 Name, telephone no. / _____

mobile No. / email address of : _____

Authorized officer/person to _____

Coordinate with the office of the _____

CSO-cum-District Manager

7 Banker of the Tenderer : _____

(Attach certified copy of statement of _____

A/c for the last six month) _____

Address & Telephone Number

of Banker _____

8 Successful Tenderer shall furnish required Security Deposit & Solvency Certificate within the time as specified by the District Manager before execution of Agreement.

9 List of movable properties in the name of the Tenderer.

SI No.	Particular	Details of properties	Approximate Market Value (in Rs.)
1	Light Vehicle		
2	Heavy Vehicle		
3	Fixed Deposits		
4	Bank Deposits		
5	Securities		
6	Other		

(Attach separate sheet, if required)

10 List of Immovable Properties in the name of the Tenderer:

SI No.	Particular	Details of properties					Approximate Market Value (in Rs.)
		Khata No.	Plot No.	Mouza.	R.I. Circle	Tahasil	
1	Residential Building						
2	Office / Commercial Building						
3	Agriculture Land						
4	Land in Urban Area						
5	Plant & Machineries						
6	Other						

(Attach separate sheet, if required)

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

Registration number of vehicle.	Fitness Certificate Number, if any.	Type of vehicle (Heavy, Medium, Light).

(Signature of the Issuing Officer) 38

(Signature of the Tenderer)

- 12 PAN No. & year of filing the latest return:-_____
- 13 Registration No in the case of Company:_____
- 14 Affidavits mentioning that he/she/firm/company/HUF is not blacklisted by any Govt. organization / undertaking or that no criminal or vigilance case is pending.
- 15 Additional information, if any
(Attach separate sheet, if required)

I do hereby undertake that, I am agreed to the terms and conditions of the Tender Paper and Document and quoted the consolidated rate for all the H & T operation both at Rice Receiving Centre-cum-Departmental Storage Centre and Retail Centers as specified at Clause-3 of the Tender Paper. I have enclosed the required documents duly signed and attested by the Notary Public as specified in **Checklist (Annexure-II)**.

Date:

Place:

Signature of Tenderer / Authorized person

Name:

Seal:

Telephone No.

Mobile No.

Email address :

Annexure-II
CHECKLIST

DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID

SI No.	Name of the Document	Put “ ✓ ” mark
1	Tender paper & Tender document	
2	Technical Bid	
3	Certified copy of Partnership deed/Articles of Association /Memorandum of Association/Bye-laws etc. as applicable.	
4	Copy of Certificate of Registration, in case of Company.	
5	Authorization letter in submitting the Tender Paper on behalf of the Partnership firm / Company / Hindu Undivided family.	
6	List of movable and immovable property.	
7	Copy of the latest Income tax return and copy of PAN No.	
8	Affidavits mentioning that he/she/firm/company/HUF is not blacklisted by any Govt. organization / undertaking or that no criminal or vigilance case is pending against the Tenderer.	
9	List of two owned transport vehicle with attested Xerox copies of R.C. Books & Fitness Certificate.	

N.B:- All documents to be signed by the Tenderer and attested by any Notary Public.

Date:

Signature of Tenderer / Authorized person

Place:

Name:

Seal:

Annexure-III
DECLARATION

DECLARATION TO BE ATTACHED WITH THE TECHNICAL BID

1 I, _____ Son / Daughter / Wife of
Sri _____

Proprietor / Director / Partner / Karta of HUF / authorized signatory of the
Tenderer, mentioned above, and competent to sign this declaration and execute
this tender document.

2 I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them.

3 The information / documents furnished along with the above application are true
and authentic to the best of my knowledge and belief. I / we, am / are well aware
of the fact that furnishing of any false information / fabricated document would lead
to rejection of my tender at any stage besides liabilities towards prosecution under
appropriate law.

Date:

person Place: Full Name:

Signature of Tenderer / Authorized

Seal:

Telephone

No.: Mobile

No. : e-mail id :

Annexure-IV

(POINT OF REFERENCE TO FILL UP PRICE BID)

FOR APPOINTMENT OF HANDLING AND TRANSPORT CONTRACTORS FOR
TRANSPORTATION OF FOODGRAINS FROM RICE RECEIVING CENTRE-CUM-DEPARTMENTAL
STORAGE CENTRE (DSC) TO RETAIL POINTS

1. HANDLING & TRANSPORT CONTRACTOR (H & T CONTRACTOR) SHALL BE APPOINTED FOR EACH RICE RECEIVING CENTRE-CUM- DEPARTMENTAL STORAGE CENTRE (RRC-cum-DSC) AND BLOCKS / ULB TAGGED TO IT. THE TRANSPORT CONTRACTOR SHALL BE RESPONSIBLE FOR TRANSPORTATION AND HANDLING OF FOODGRAINS FROM RRC-cum-DSC TO ALL RETAIL CENTRES OF THE BLOCKS / ULBs TAGGED TO IT.
2. The Tenderer shall read the example detailed below at Point-3 carefully before filing the Price Bid.
3. Handling and Transport Contractor shall be appointed in following manner.
 - (i) One RRC-cum-DSC tagged with one or more Blocks / Block & NAC / Block & Municipality / Municipal Corporation.
 - One H & T Contractor shall be appointed for the RRC-cum-DSC for transportation and handling of Foodgrains from RRC-cum-DSC to retail centres of the Blocks / Block & NAC / Block & Municipality / Municipal Corporation tagged.
 - Example:- RRC-cum-DSC - „A“
Block etc. tagged - „X“, „Y“, „Z“
 - One H & T Contractor shall be appointed for the RRC-cum-DSC-„A“ at a single rate for transportation and handling of Foodgrains to the retail centres of Block etc. „X“, „Y“, „Z“ tagged.
 - THE TENDERER SHALL QUOTE A SINGLE RATE FOR H & T OPERATION FOR ALL THE RETAIL CENTRES OF THE BLOCK ETC. TAGGED.
 - (ii) More than one RRC-cum-DSC tagged with one Blocks / Block & NAC / Block & Municipality / Municipal Corporation.

- One H & T Contractor shall be appointed for the Blocks / Block & NAC / Block & Municipality / Municipal Corporation. for transportation and handling of Foodgrains from both the RRC-cum-DSC at a single rate to the retail centres of Blocks / Block & NAC / Block & Municipality / Municipal Corporation tagged.
- Example:- RRC-cum-DSC - „A" & „B"
Block etc. tagged - „X",
- One H & T Contractor shall be appointed for the RRC-cum-DSC- „A" & „B" at a single rate for transportation and handling of Foodgrains to the retail centres of Block etc. „X" tagged.
- THE TENDERER SHALL QUOTE A SINGLE RATE FOR BOTH RRC-CUM-DSC FOR H & T OPERATION FOR ALL THE RETAIL CENTRES OF THE BLOCK ETC. TAGGED.

5. The rate shall be a consolidated one, which shall be inclusive of cost on all the mentioned services and inclusive of insurance charges, service tax and other taxes, if any, as per the statute. Services required to be performed under the contract have been categorized in four parts.

4.1 (Services at Rice Receiving Centre-cum-Departmental Storage Centres) –

(a) Stack breaking, bringing the stock to weighment place, weighment of stock by electronic / manual weighing scale and loading the stock to the vehicle.

Or

(b) Stack breaking, loading the stock to the vehicle and weighment at designated weighbridge.

4.2 Transportation of stock from Rice Receiving Centre-cum-Departmental Storage Centre to retail centres as per the list provided by District Manager or any Officer Authorised.

4.3 (Services at retail centre) – Unloading of stock from the vehicle, weighment of stock by electronic / manual weighing scale & delivery to retail dealer. The Tenderer shall arrange required number of labourers and weighing scale.

4.4 Collection of spillage both at Rice Receiving Centre-cum-Departmental Storage Centre and retail centres, cleaning of stock , bagging as per the standard weight and stitching as per specification for utilization under PDS.

5. The stock of Foodgrains will be in 50 kg / 100 kg bag or in packet of any weight.
6. Handling & Transport Contractor shall quote the rates for Handling & Transport operation being acquainted with prevailing conditions both at Rice Receiving Centre-cum-Departmental Storage Centre & retail centres tagged relating to matters such as Trucks union, requirement of vehicle (Heavy, Medium, Light) Labour union, condition of roads, ghat roads, short distance, Handling & Transportation operation within a specified time, number of retail centres to be covered, quantity of stock to be handled and transported, weightment of stock, inaccessible pockets, natural barriers, rates of handling charges of the labourers at CWC/OSWC Godowns, Godowns of the Corporation, hired godowns & Godowns managed through CWC / OSWC & at retail centres. He / She shall consider all these factors & also all other factors as may be necessary 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.
7. Separate rate shall be mentioned for each Block in separate Tender Paper.
8. Rate shall be quoted after going thoroughly the **general information on Rice Receiving Centre-cum-Departmental Storage Centre, Block / ULBs tagged and name and location of the retail centres** as provided in a statement attached to the **PRICE BID**.
9. The rate quoted by the Tenderer for the H & T operation shall include the cost of weightment of empty vehicle and loaded vehicle in a weighbridge located within a radius of 5 km of Rice Receiving Centre-cum-Departmental Storage Centre.
10. The H & T Contractor shall be paid with additional charges for distance (to & fro) covered for weightment of stock including weighbridge charges, if so directed, in case weightment in weighbridge facility is not available within a radius of 5 km of Rice Receiving Centre-cum-Departmental Storage Centre at following rate.

(i) Weighbridge at a distance beyond 5 km but within 10 km -

Rs.100 per 4 wheeler vehicle.
Rs.200 per 6 wheeler vehicle.
Rs.300 per 10 wheeler vehicle.

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

Rs.200 per 4 wheeler vehicle.

Rs.400 per 6 wheeler vehicle.

Rs.600 per 10 wheeler vehicle.

11. The rate shall be quoted basing on the prevailing rate of fuel charges. In case there will be substantial change in the rate of fuel, the rate of H & T Operation shall be modified accordingly as decided by the District Tender Committee. The decision of the District Tender Committee shall be final and binding.
12. Format for quoting the rates shall be submitted separately in a sealed cover, superscribing "**PRICE BID**".
13. Envelope containing TECHNICAL BID will be opened first and scrutinized on the day of opening of tender paper.
14. Only the PRICE BID of a qualified tenderer on scrutiny of TECHNICAL BID shall be considered and opened, on intimation to qualified tenderer.

Annexure-V

PRICE BID

DISTRICT:GAJAPATI

Name of the Rice Receiving Centre-cum-Departmental Storage Centre	Block / ULBs tagged to Rice Receiving Centre-cum-Departmental Storage Centre	Rate of H&T operation per Quintal (In rupees).	
		In figure	In words

Date:

Place:

Signature of Tenderer / Authorized person

Name:

Seal:

Annexure-VI

(TO BE SUBMITTED ALONGWITH PRICE BID)

General Information on Rice Receiving Centre-cum-Departmental Storage Centre, Block / ULBs tagged and name and location of the retail centres.

District:-Gajapati

Name and location of Rice Receiving Centre-cum-Departmental Storage Centre	Block / ULBs tagged to Rice Receiving Centre-cum-Departmental Storage Centre	Name and location of the retail centres of block /uLb tagged
1.R.udayagiri (TDCC Godown At R.udayagiri) SI no-07	R udayagiri Block (fully)	1.R.udayagiri 2.Sabarapalli 3.Chelligada 4.Ramagiri 5.Randiba 6.Tobarsingi 7.Anagha 8.Chhelagada 9.Mahendragada 10.Siali lati 11. Abarasingi 12. Mangarajpur 13. K Subhalada
2. R.udayagiri ,TDCC Godown at R Udayagiri	Nuagada, Block (fully)	1.Nuagada 2.P Antarda 3.Keradanga 4.Luhangara 5.Khajuripada 6.Titisingi 7.Tabarada 8.Atarasingi 9.Sambalpur 10.Parimala 11.Anuguru 12.Kirama 13.Betarsingi 14.Kuturupada
3.OSWC Parlakhemundi SI No -01	Parlakhemundi , Municipality (Fully)	Ward No 1 V Dandasi back side of new bus stand R. C mohapatro back side of new bus stand Ward No 2. S k panda, Hatopada K K Biswal , Phultia street Ward No 3. B K parichha,Sunari street Ward no -04-S c patnaik , Karana street Ward no-05- S K panigrahi ,Jangam street , D Prasad , Jangam street Ward No-06-S V laxmi , Seri street , A Mohan Rao , Seri street Ward No-07- KV laxmi,Keutost D N Rao ,Rekhena street Ward No -08 –D N Rao , Rekhena street J D patnaik , Matia street Ward No -09-P S rao , Kumuti street , P K Jena , karan street Ward No -10- B N Moharana Girls high school road S C patnaik , Karan street Ward no -11- R C patro , Jenato ta street Ward no-12- K C barik , Depho oriya street , C H nagalaxmi –Sinki street Ward No -13 – V Bijaya, Bhabani talkies street Sanjukta patro , New kampo street Ward No -14 Sudarsan jena , Batogoudo street P N bhusan , Kumuti street Ward -15- J N Rao , Telugu sundi street Monorama Das, Khanja street Ward no-16. P Rama rao , Telugu street D K patnaik , Gola street T appa rao . Gola street Police Grain store , Betaguda, Parlakhemundi ,

CSO-cum-District Manager shall mention whether Block / ULB is covered in part or full by Departmental Storage Centre.

(Signature of the Issuing Officer)

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(Signature of the Tenderer)

