TDCCOL

TRIBAL DEVELOPMENT CO-OPERATIVE CORPORATION OF ORISSA LTD

Tel. 0674-2542475 / 2542617. Fax-2544828. Email: admin@tdccorissa.org, website: www.tdccodisha.org

E-Tender Notice no.2071 dated 30.10.2021

NOTICE INVITING E-TENDER
for appointment of transport contractors for transportation of Ragi from Ragi procurement centres / RMCs to TDCCOL godowns

Tender(s) are invited from the registered transport contractors for transportation of Ragi from different procurement centres to Central Godowns/ Hired Godowns of TDCCOL during KMS 2021-22. Last Date for submission of online bid is up to 30.11.2021. The detail terms and conditions of the tender can be downloaded from **www.tendersodisha.gov.in & www.tdccorissa.org.** Bidders have to submit the price bids in electronic format only on **www.tendersodisha.gov.in**. Bids in physical format shall not be accepted.

Sd/-
Managing Director

TENDER PAPER

OFFICE OF THE MANAGING DIRECTOR, TRIBAL DEVELOPMENT CO-OPERATIVE CORPORATION OF ORISSA LTD (TDCCOL)

Tel. 0674-2542475 / 2542617. Fax-2544828. Email: admin@tdccorissa.org, website: www.tdccodisha.org

E-Tender Notice no.2071 dated 30.10.2021

TENDER DOCUMENTS

Cost of Tender Paper – Rs. 11800/- (Rupees Eleven Thousand Eight Hundred only) inclusive of GST.

INVITATION TO TENDER & INSTRUCTION TO TENDERERS FOR TRANSPORTATION Of Ragi from Procurement centres / RMC yards to allotted Godowns in different districts of the State for the KMS 2021-22.

1. GENERAL INFORMATION:

Transport Contractor shall be appointed for 15 districts for transportation of Ragi from Procurement centres / RMC yards to allotted Godowns in different districts of the State for the KMS 2021-22.

A list of tentative Godowns located in the different districts has been indicated at *APPENDIX-I* for reference of the tenderer.

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

The tenderer has to sign each and every page of the Tender Paper, & Annexures and upload in the portal.

The tenderer shall read all the instructions and guidelines carefully before filling up the tender papers and submitting the same so that there will be no ambiguity later on.

All the terms and conditions of the tender document along with its annexures & shall form part of the required Agreement.

Tender paper not accompanied with all the Schedules / Annexures, Documents as detailed at Checklist *(APPENDIX-II)* intact and duly filled in & signed shall be liable for rejection. The validity period of bid will be 30 days.

2. BIDDING PROCESS:

i. Potential bidders participating in the final bidding process will be required to submit a detailed Technical Bid & Financial Bid in response to the Tender Call Notice.

ii. Registration in Portal: Tenderers intending to participate in the tender are required to register in the Portal i.e. www.tendersodisha.gov.in furnishing required information about them. This is a onetime activity for registering in Portal. During registration, the Tenderer has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority recognised by CCA India such as n-Code, Sify, TCS, MTNL, etc. He / She has to submit the relevant information as asked for about him / his firm / company. The portal registration of the bidder is to be authenticated by the State Procurement Cell after verification through online certificates / documents such as (i) PAN and (ii) Registration Certificate (RC) / GST Registration Certificate and GSTIN of the concerned bidder. The time period of validity in the portal is at par with validity of RC / GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

To log on to the portal the Tenderer is required to type his/her user ID and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal. Only one valid DSC should be registered by a Bidder. **Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.**

Tenderers are advised to register their valid e-Mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

iii. Downloading Tender Documents: The tender documents uploaded by the Tender Inviting Officer in the website www.tendersodisha.gov.in will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage.* The publication of the tender will before specific period of time till the last date of submission of tenders as mentioned in the 'Notice Inviting Tender' after which the same will be removed from the list of Active tenders. Any tenderer can view or download the tender documents from the website.

iv. Furnishing scanned copy of all required documents is mandatory along with the tender documents otherwise his/her tender shall be declared as non-responsive and thus liable for rejection.

v. Tender document Fees & Earnest money Deposit shall be in shape of payment through RTGS and NEFT mode of fund transfer in favour of Managing Director, TDCCOL, A/c no. 0042104000508872, IFSC code :-IBKL0000042, Bank - IDBI BANK, JANPATH, BHUBANESWAR, Accounts Holder: Managing Director , TDCCOL, Bhubaneswar, failing which the bid shall be rejected.

vi. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the e-Procurement portal.

vii. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-tender process, the tender inviting authority shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.

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

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

(a) Part I : Technical Bid

(b) Part II : Financial Bid

x. Contents of Technical Bid: The tenderer must submit the following particulars / documents along with the Technical Bid failing which the tender shall be treated as incomplete.

(a) Tender document fee of Rs.11800/- (non-refundable) & appropriate Earnest Money Deposit as stipulated shall be in shape of payment through RTGS & NEFT mode of fund transfer in favour of Managing Director, TDCCOL, Bhubaneswar, A/c no. 0042104000508872, IFSC code :-IBKL0000042, Bank - IDBI BANK, JANPATH, BHUBANESWAR, Accounts Holder: Managing Director , TDCCOL, Bhubaneswar, failing which the tender shall be rejected.

(b) The scanned copies of duly filled in annexures along with documents as required there of shall be uploaded with the tender by the tenderer.

(c) Scanned copy of the Technical Bid (in ".pdf" format) shall be uploaded online within the timeline as set out in the Notice Inviting Tender.

xi. Contents of Financial Bid:

a. The tenderer must upload the Financial Bid online as prescribed in the specified location only in the protected Bill of Quantities online BoQ (in ".xls" format).

b. The tenderer shall submit the financial bid online.

c. 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.

xii. Signing of Tender:

(a) The prospective tenderer can download the tender from the website anytime after issue of tender and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the due date and time of submission The tenderer shall only submit *single* copy of the tender including required documents and Financial Bid in the e-Procurement portal i.e. www.tendersodisha.gov.in within due date of submission. In the Financial Bid the tenderer has to write the figures in the designated cell only. The Tenderers are advised to up-load the completed Tender document well ahead of the last date & time of receipt to avoid any last moment problem of power/link failures etc.

(b) The tenderer shall go through the Tender carefully and list the documents those are asked for submission. He shall prepare all documents including declaration form, annexures and price bid etc., and store in the system. The tenderer shall also ensure payment of Tender document fee and EMD before submission of tender completed in all respects.

(c) The Tenderer shall log in to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Tenderer makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the tender to the portal.

(d) The tenders once submitted by due date cannot be retrieved or corrected. Tenders cannot be re-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the tenderer should click on submit button.

(e) In the e-Tender process each process is time stamped. The system can identify each individual who has entered in to the portal for any tender and the time of entering in to the portal.

(f) The Tenderer should ensure clarity of the document uploaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the tender non-responsive.

(g) Signing of Tender: The Tenderer shall digitally sign on all statements, documents and certificates uploaded by him, owing responsibility for their correctness/authenticity as per IT Act 2000. If any of the information furnished by the Tenderer is found to be false/fabricated/bogus subsequently his EMD/ Security deposit shall stand forfeited and the tenderer shall be debarred from participating any tender of TDCCOL for a period of five years.

xiii. Submission of Tender: For submission of Tenders through the e-Tender Portal, the tenderer shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. Bid documents may be scanned with 100 dpi with black and white option.

Any addendum /corrigendum /correction issued shall be part of the tender documents and shall be notified in the website. And the tenderer is required to take those into account before submitting the tender by the due date.

The Officer inviting tender will provide entire tender document along with enclosures in the portal. The tenderer shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format (*printable in A4 size paper*) to the portal in the designated locations of Technical Bid. He will fill up the rates in designated Cell and upload the same in designated locations of Financial Bid (BoQ) and no other format shall be used to upload the Financial Bid. 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. Use of DSC of appropriate class shall effect submission of documents.

xiv. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

xv. Unsigned documents shall be summarily rejected.

xvi. The Tenderer need to upload the required documents, annexures, and technical bid for consideration of his tender.

xvii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

xviii. Tender documents shall be accompanied with EMD of the required amount. The tenderer shall have to pay an amount of Rs.11800/- only (Rupees eleven thousand eight hundred only) for as tender paper cost along with the Tender. Tenderers will be required to pay through on-line mode as mentioned in Clause-2 (v) towards Tender Document Fee and EMD.

xix. All credentials, documents and copies of certificate / information called for shall be submitted along with the Tender papers.

xx. Deadline for Submission of Tender: The online submission will remain active till the last date and time of tender submission i.e. on **30.11.2021 till 3.00 PM**. The tender will be opened on the same day at 04.00 PM. Once the date and time (Server date and time) is over, the tenderer will not be able to submit the tender. The date and time of tender submission shall remain *unaltered* even if the specified date for the submission of tenders declared as a holiday for the Officer Inviting the Tender.

xxi. Prior to submission of tender, the tenderer needs to ensure the following among other thing:

a) Payment of Tender document fees & EMD.
b) The entire tender document is properly indexed with page number.
c) The documents to be up-loaded are properly visible and duly signed.
d) Filling of all the prescribed annexures / as detailed in the Tender.
e) Enclosing necessary supporting documents.

xxii. Late Tenders: The system shall reject submission of any tender through portal after closure of the receipt time. For all-purpose the server time displayed in e-tender portal shall be the time to be followed by the tenderer and concerned officers.

xxiii. Modification and Withdrawal of Tenders: In the e-Tender Portal, it is allowed to modify the tender any number of times before the final date and time of submission. The tenderer shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the tenders already submitted by the tenderer will be removed automatically from the system and the latest tender only will be admitted. But the tenderer should avoid modification of tender at the last moment to avoid system failure or malfunction of Internet or traffic jam or power failure. If the tenderer fails to submit his modified tenders within the designated time of receipt, the tender already in the system shall be taken into consideration.

In the e-Tender Portal, withdrawal of tender is allowed before expiry of the closure time of the tender. But, in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the tender and upload the scanned document to portal in the respective tender before the closure date and time of receipt of the tender. The system shall not allow any withdrawal after expiry of the closure time of the tender.

i) The Corrigendum/Addendum (if any) will be posted on the website www.tdccodisha.org & www.tendersodisha.gov.in.

ii) Any such corrigendum/Addendum shall be deemed to be incorporated into this tender.

iii) The bidders while submitting the proposal should submit duly signed copy of corrigendum/addendum along with it.

iv) In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, TDCCOL may, at its discretion, extend thelast date for the receipt of tenders.

3. INSTRUCTIONS TO TENDERERS:

3.1 The contract, if any, which may eventuate from this tender, shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the tenderer and provisions contained in the Tender documents.

3.2 A tenderer can participate in the tender process for any number of districts. In the districts for which a tenderer has been selected but does not get appointed for any reasons, the Tender Committee shall negotiate with the 2nd lowest Tenderer qualified in Technical Bid to operate at the lowest quoted rate. In case the 2nd lowest tenderer disagrees to operate at the lowest quoted rates, similar exercise to be made with the 3rd lowest tenderer qualified in the Technical Bid and so on till all the tenderers qualified in the Technical Bid are negotiated to undertake the transport operation at the lowest quoted rate.

The instructions to be followed for submitting the Tender papers are set out below:

3.3 Information about Tenderer: The Tenderer must furnish full, precise, correct and accurate details of information asked for in the tender documents.

3.4 Signing of Tender Papers: Person or persons signing the tender papers shall state in what capacity, he / she is or they are signing the Tender, e.g. as Sole Proprietor of a Firm or as a Secretary / Manager / Director etc. of a Limited Company or as a Partner of a Partnership Firm. The names of all the Partners and Directors should

be disclosed and the tender paper shall be signed by all the partners or any partner duly authorized or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. A copy of the registered partnership deed shall be uploaded with the tender papers. In case of a Limited Company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender paper is empowered to do so on behalf of the Limited Company. A copy of the Memorandum and Articles of Association of the Company along with copy of the Resolution of the Company authorizing the person who will sign the tender paper on behalf of company shall be uploaded.

.4.1 The person signing the tender paper or any document forming part of the tender, on behalf of another or on behalf of a firm or on behalf of a company, shall be responsible to produce a Registered Power of Attorney duly executed in his/her favour, stating that he / she has authority to bind such other person or the firm or the company as the case may be, in all matters pertaining to the contract.

If the person so signing the tender fails to produce the said Registered Power of Attorney, his / her tender paper shall be liable for rejection, without prejudice to any other rights of the Corporation, under the Law.

3.4.2 Registered Power of Attorney shall be signed by all the partners in the case of partnership concern, by the proprietor in the case of a proprietary concern and by the person who by his / her signature can bind the company, in the case of a limited company.

3.4.3 However, a sole proprietor of a proprietorship firm signing the tender paper on own capacity need not furnish any Power of Attorney.

3.4.4 The successful tenderer shall ensure that the necessary documents authorizing the person who has signed the tender to bind his / her firm or the company have been filed and registered as per the provision of law.

4. PREREQUISITES FOR TENDER (QUALIFICATION CONDITIONS):

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

4.1. The tenderer shall furnish certificate from any Nationalised or Scheduled Bank indicating his/her financial capability for an amount not less than Rs.200.00 Lakhs. The tenderer is to furnish financial capability certificate issued not prior to 03 months from publication of tender as per the sample format enclosed at *Annexure-2*.

4.2 The tenderer shall have experience in Transportation/ Handling & Transportation in any State/Central Government PSU, State/Central Government Agencies or State

Government/Central Government and they should have carried out, in any of the immediate preceding three financial years. The tenderer shall furnish experience certificate in the sample format enclosed at *Annexure-3* from the concerned organization.

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

4.4 In case the tenderer is a firm/company, copy of Registration Certificate issued by the Competent Authorities as provided under the statute, is to be furnished.

4.5 The tenderer shall enclose statement from his banker for his financial transactions of last three months preceding to the publication of Tender Call Notice.

4.6 The tenderer shall furnish latest Income tax return for the Assessment Year 2020-21 (Financial Year 2019-20) and copies of PAN Card & GST Registration Certificate.

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

4.8 The tenderer shall have minimum 6 (Six) number of transport vehicles with capacity to carry foodgrains of quantity to the tune of 9 M.T. or more at a time. The heavy vehicle like Tipper shall not be considered as a vehicle carrying foodgrains for the purpose of this tender. (Details may be referred at Clause-8).

5. DISQUALIFICATION CONDITIONS:

Any person/ firm/ company blacklisted or otherwise debarred by Corporation or by State/Central Government PSU, State/ Central Government Agencies or State Government/Central Government will be ineligible.

Any tenderer whose contract with the Corporation or State/ Central Government PSU, State/Central Government Agencies or State Government/Central Government has been terminated before the expiry of contract period at any point of time during last 5 years, will be ineligible. Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by the Corporation or any State/Central Government PSU, State/ Central Government Agencies during the last 5 years will be ineligible.

If the Proprietor/ any of the Partners of the firm/ any of the Director of the company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible.

While considering ineligibility arising out of any of the above clause, incurring of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another firm, or as Director of a company etc.) will render the tenderer disqualified. Corporation reserves the right not to consider any person/firm/company having any dispute with Corporation or whose operation is found unsuccessful by the Corporation during his previous assignment in order to protect its interest.

A person will not be eligible for selection as transport contractor if he has been penalized in last 05 years by TDCCOL Head Office or by District Manager of any district for any violation of the terms and contract, including inordinate delay in lifting/delivery

6. EARNEST MONEY DEPOSIT (EMD):

Tender must be accompanied by an EMD of Rs.10,00,000/- (Rupees Ten lakhs) only in online mode. In case the Tender submitted is not accompanied by EMD, the tender paper shall be summarily rejected.

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

EMD shall be forfeited in case the successful tenderer fails to furnish the requisite security deposit by the date prescribed by the Managing Director 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.

The EMD furnished by the unsuccessful tenderers shall be refunded after finalization of tender. The EMD of the successful tenderer shall be adjusted towards security deposit. No interest shall be payable on the amount of earnest money.

7. SECURITY DEPOSIT:

The successful tenderer shall furnish security deposit to the tune of Rs.10.00 lakhs.

Security Deposit furnished by the contractor shall be subject to the terms and conditions

contained in this tender document and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.

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

8. REQUIREMENT OF VEHICLES:

The tenderer shall have minimum 06 (Six) number of Transport Vehicles with capacity to carry food grains of quantity to the tune of 9 M.T. or more at a time registered in his/her name/ in the name of the family members to participate for this tender. The above 06 number of vehicles cannot be used for any other purpose in any organization till the end of the contract period with TDCCOL. Additional requirement of vehicles can be availed on hire basis.The “Transport Vehicle” has been defined at Part I (h). The vehicles should be suitable for transportation of food grains. The vehicle “Tipper” & “Tractor” shall not be considered a vehicle carrying food grains for the purpose of this tender. In case of sole proprietorship, the vehicles must have been registered in the name of the tenderer or his/her family members. In case of partnership firm, the vehicles must have been registered in the name of the firm or any of the partners. An affidavit of the partner who is registered owner of the vehicle has to be furnished about use of such vehicles by the firm for transportation operations of TDCCOL without any objection. In case of company, the vehicles must have been registered in the name of the company or in the name of any of the Director. An affidavit of the Director who is registered owner of the vehicle has to be furnished about use of such vehicles by the company for transportation operations of TDCCOL without any objection. A tenderer can participate for any number of districts for transport operation.

The vehicles should have National or State permit for transportation. The tenderer shall have Registration Certificate under “The Carriage by Road Act’ 2007” & “The Carriage by Road Rule’ 2011” issued by the State Transport Authority or Regional Transport Authority to operate in more than one region of the state. Copy of the said certificate to be enclosed as per the Checklist *(APPENDIX-II).*The vehicle has to be registered in the name of the tenderer till the end of the contract period. In case the vehicle is required to be disposed of in between the contract period, the same shall be made on prior permission of TDCCOL with substitute of a suitable vehicle in the name of the tenderer along with its documentary evidence.

The tenderer has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicles cannot operate.

9. QUOTING OF RATES:

The tenderer shall quote rate inclusive of all taxes, duties, cess etc. confirming that no other charges would be payable to him/her in the BoQ Format as follows. At the Schedule of Rates given in the Financial Bid.

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

Quoting of same lowest rate (L-1) by more than one tenderer could be construed as an exceptional circumstance. In such cases, all the tenderers who have quoted the same, decision of the Managing Director will be final and binding.

The tenderer shall quote the rate for transport operation being acquainted with the prevailing conditions at procurement centres / RMC yards to allotted godowns in different districts of the district relating to matters such as Truck Owners' Association, additional requirement of vehicles (Heavy, Medium, Light), condition of roads, ghat roads, inaccessible pockets, natural barriers, transport operation within a specified time, number of RRCs to be covered, quantity of stock to be transported, weighment charges etc. He/she shall consider all these factors & also all other factors as may be necessary viz. prevailing trend of inflation in fuel rates for quoting his/her effective rate. The tenderer has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicle cannot operate.

11. **OPENING OF TENDERS:**

i. The tender shall be opened in Office of TDCCOL, Bhubaneswar on the date and time indicated. Specified date and time of opening of tender can be modified issuing a corrigendum to this effect in the portal, if necessary. It shall be duty of prospective bidder to refer the web portal continuously for any corrigendum's etc. to the tender.

ii. The tenderers who participated in the online tendering can witness opening of the tender from any system remotely logging on to the portal with the DSC.

iii. Tenderers are not required to be present during the tender opening to witness the process.

iv. If the last date for submitting tenders happens to be a holiday, tenders will be received & opened at the same time on the next working day following the holiday.

v. The Technical evaluation of all the tenders will be taken up as per the information furnished by the Tenderer. But evaluation of the tender does not exonerate the tenderers from checking their original documents and if at a later date the tenderer

is found to have misled the evaluation through wrong information, action shall be taken against the tenderer.

vi. After technical evaluation of the tender and selection of the technically qualified Tenderers, the financial bids of the technically qualified tenderers only shall be opened (online) on the due date and time of opening to be notified after technical bid evaluation.

vii. However, Financial Bid not be opened in case of single bid, either before technical

viii. evaluation or after technical evaluation. In such case fresh tender shall be floated.

12. EVALUATION OF TENDER:

i. Submission of the tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

ii. Failure to comply with the requirements of any paragraph or any clauses of the tender shall render the tender incomplete which is liable for rejection.

iii. Any interlineations, erasures or overwriting made on the scanned copy shall be valid only if the person or persons signing the TENDER authenticate the same by full signature & Seal.

iv. Criterion for Evaluation: Tenders for this contract will be assessed in accordance with the Least Cost Based Selection (LCBS) system. All the tenders will be evaluated on the basis of the eligibility criteria.

v. Evaluation of Financial Bid: The Financial Bids submitted online as per the prescribed format by the technically qualified tenderers will be opened and the L1 tenderer will be the preferred tenderer.

13. CORRUPT PRACTICES:

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

Canvassing, in any form, on the part or on behalf of the tenderer shall also make his tender liable for rejection.

14. INTERVIEWS AND ACCEPTANCE OF TENDER:

The tenderer is required to proceed to the office of the Managing Director, TDCCOL, Bhubaneswar at his / her own expenses and without any obligation, if called upon to do so, by the Managing Director, TDCCOL. or by an Officer authorized to act on his behalf.

The 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.

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

15. EXECUTION OF AGREEMENT:

The successful tenderer shall enter into an Agreement with the Managing Director, TDCCOL in the prescribed format.

The Agreement shall be typed on a Non-Judicial Stamp Paper worth Rs.100/- only. Execution of Agreement shall be made on furnishing of required security deposit .The Agreement will be executed with the tenderer on production of following documents.

* Registration under The Motor Transport Workers Act, 1961.

Or

Declaration in prescribed format that he/ she is not required to possess licence under the Motor Transport Workers Act 1961 because of engagement 4of limited workers. The Agreement shall be executed within the time prescribed by the TDCCOL failing which the contract shall be liable to be rescinded solely at the discretion of Managing Director. In such case the Earnest Money Deposit of the tenderer shall stand forfeited at the discretion of Managing Director.In genuine case, Managing Director can allow more time to the successful tenderer to furnish any document / certificate wanting at the time of execution of agreement. All the instructions to tenderers, terms and conditions governing contract along with its annexures & shall form part of the Agreement and any violation of the provisions prescribed here under shall be construed as violation of the agreement.

16. OTHERS:

In case of any clear indication of cartelization, the Tender Committee shall reject the tender(s) and forfeit the EMD. If the information given by the tenderer in the Tender Document and its Annexures and are found to be false/ incorrect at any stage, the Managing Director, TDCCOL shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the contract and law.

Managing Director, TDCCOL reserves the right to amend the tender conditions at any time during the currency of contract, which shall be binding on the contractors.

Sd/-
Managing Director
TDCCOL

PART-I

DETAILED TERMS AND CONDITIONS GOVERNING CONTRACT FOR TRANSPORTION OF RAGI TECHNICAL BID

TDCCOL intends to appoint Transport Contractor for transportation of ragi from procurement centres / RMC yards to allotted godowns in different districts of the State in the KMS 2020-21.

1. Definitions:
   a. The term **'Contract'** shall mean and include the notice inviting tender, the invitation to tender incorporating the instruction to tender, the tender documents, its annexures and schedules, acceptance of tender, agreement and such general and special conditions as may be added to it as & when required.
   b. The term **'Tenderer'** shall mean and include the person or persons, firm or company with whom the contract has been made for transport operation of food grains including their heirs, executors, administrators, successors and their authorized person, as the case may be.
   c. The terms 'Corporation' means the Tribal Development Cooperative Corporation Limited (TDCCOL) established under Orissa Cooperative Societies Act 1962 and shall include its Managing Director and his/her successor or successors and assigns.
   d. The term '**Managing Director'** shall mean the Managing Director of TDCCOL or any authorized officer to act on his behalf for a specific work.
   e. The term '**District**' shall mean the revenue district of Odisha.
   f. The term '**Tender Committee'** shall mean the Committee formed as such by the Managing Director TDCCOL for opening of tender and finalization of Transport Contractor and to take decision on all the related matters.
   g. The term '**Foodgrains**' for this contract shall mean Ragi packed in 50 k.g jute gunny bag.
   h. The term '**Transport Vehicle'** shall mean a vehicle suitable for transportation of foodgrains. These vehicles shall be 6-wheeler, 10-wheeler & 12-wheeler vehicles. The vehicle 'Tipper' & 'Tractor' shall not be considered as transport vehicle for this tender purpose.

PARTIES TO THE CONTRACT:

a. The Parties to the contract are the Contractor and the TDCCOL., represented by Managing Director, TDCCOL or any other officer authorized and acting on his/her behalf.

b. The person signing, the tender or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to warrant that he/she has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, at any stage, it is found that the person concerned has no such authority, the Managing Director, TDCCOL may, without prejudice to other civil or criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.

c. Notice or any other action to be taken on behalf of the TDCCOL may be given/ taken by the Managing Director, TDCCOL, Bhubaneswar or any other officer so authorized and acting on his/her behalf.

III. CONSTITUTION OF CONTRACTOR:

a. The contractor shall at the time of submission of tender, declare whether he/she/they is/are Sole Proprietary concern or Registered Partnership Firm or Private Limited Company or a Public Limited Company or Cooperative Society incorporated in India. The composition of the partnership or names of Directors of Companies as the case may be, shall also be indicated. Similarly, in case of Cooperative Society, the name of Secretary, by-laws and areas of operation shall be indicated. The contractor shall also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of contract would lay. The persons so nominated shall be deemed to have power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractor.

b. The contractor, during currency of the contract shall not make any change in the constitution of the firm without prior approval of Corporation in writing, failing which the Contract shall be forthwith liable for termination treating it as breach of contract by the Contractor with consequences following there from.

c. The contractor shall notify to the Corporation the death / resignation of any of their partner / directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

IV. SUBLETTING:

a. The contractor shall not sublet, transfer or assign the contract or any part thereof.

b. In the event of the contractor contravening this condition, the Managing Director, TDCCOL shall be entitled to place the contract elsewhere on the contractor account and at his / her risk and the contractor shall be liable for any loss or damage, which the Corporation may sustain in consequence or arising out of such replacing of the contract.

V. RELATIONSHIP WITH THIRD PARTIES:

a. All transactions between the contractor and third parties shall be carried out as between two principals without reference in any event to the Managing Director, TDCCOL.

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

VI. LIABILITY FOR PERSONNEL:

a. All persons employed by the contractor shall be treated as his/her own employees / workers in all respects and the responsibility under the Workmen's Compensation Act' 1923; Employees Provident Fund Act' 1952; Maternity Benefit Act' 1961; The Motor Transport Workers Act' 1961; The Orissa Shops & Commercial Establishment Act' 1956; Payment of Gratuity Act' 1972; Equal Remuneration Act' 1976; ESI Act' 1948; Minimum Wages Act' 1948 or any other similar enactments and rules made there under with up to date amendments in respect of all such personnel shall be that of the contractor. The contractor shall be bound to indemnify the TDCCOL 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 inconsequence of any accident or injury sustained by any workman or other person whether in employment of the contractor or not.

b. The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act' 1952, and the scheme framed there under in respect for the workers employed by him. The contractor shall recover the required amount payable by such employees and deposit the same with concerned PF authorities with employer share. If, on account of the default of the contractor in making such payments or for any other reason, the TDCCOL makes such contributions on behalf of the contractor, the TDCCOL shall be entitled to set off against the amount due to the contractor for

the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the workers employed by the Contractor.

The Contractor shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act' 1952 and the scheme framed there-under, prescribed and / or when demanded for inspection to the

Officers of the Regional Provident Commissioner and to the Managing Director or an Office authorized by him or acting on his behalf.

c. In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Governments./ Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage register, attendance register, muster roll registered, wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

d. Notwithstanding the fact, whether the said legislations, enactments or any statutory modifications thereof are applicable or not to the employees / workers employed by the contractor, he\she shall pay the following to them.

i. Payment of Wages to Workers: -

The contractor shall pay not less than minimum wages to the workers engaged by him/her on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the prevailing rates notified by the Government in Labour Department, Odisha, Bhubaneswar during the contract period for the work. The contractor shall maintain necessary records and registers like wage book and wage slip etc. Register of unpaid wages and Register of Fines and Deductions etc. as required for such purposes.

ii. Weekly off:-

The contractor shall allow or cause to be allowed to the workers directly or indirectly employed in the work one-day rest for six days continuous work and pay wages at the same rate as for duty.

iii. Attendance Allowance:-

The contractor shall pay the required attendance allowance per day to the regular workers generally employed by him on piece rate or time rate basis when such worker report for duty on the day but is not booked or given work for the day shift.

e. Aforesaid wage / benefits at Clause VI (d) (i to iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The TDCCOL shall have the right to deduct from money due to the contractor, any sum required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages, or of deductions made from his/her or their wages which are not justified or non-observations of the regulations/enactments mentioned in Clause VI (a) and (b).

VII. BRIBES, COMMISSION, CORRUPTION ETC:

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

VIII. PERIOD OF CONTRACT:

a. The contract shall remain in force from the date of execution of agreement till complete shifting of Stock to the Godowns in the districts allotted to him. However the contract can be extended/renewed to the next year subject to satisfactory performance of the contractor.

b. The Managing Director, TDCCOL reserves the following rights.

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

ii. To award similar works on the basis of said contract on mutual agreement with another contractor.

a. On acceptance of the tender, the successful tenderer shall be required to furnish the prescribed security deposit in the manner as mentioned in the tender.

b. The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the entire period as is held by the Corporation.

c. In the event of premature termination of the contract the Managing Director, TDCCOL, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to the claim for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.

d. The decision of the Managing Director, TDCCOL in respect of such damage, losses, charges, costs or expenses shall be final and binding on the contractors.

e. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. In the event of that any sum found not sufficient

to cover up the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due or TDCCOL will be compelled to recover the same as per OPDR Act.

f. The non-performing / defaulting contractor may be suspended / banned for trade relation/black listed for a period up to 5 years based on the gravity of non-performance/default of the contractor, by the Managing Director, TDCCOL whose decision in the matter shall be final and binding.

g. The Managing Director, TDCCOL shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith in the event of breach of any of the term and condition of the contract and to get the work done for the unexpired period of the contract, at the risk and cost of the contractor and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the service under the contract.

h. The contractor shall be responsible to supply adequate trucks/carts/any other transport vehicle for transportation & carrying out any other service under the contract in accordance with the instructions issued by the Managing Director, TDCCOL or an officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of trucks etc. in due time, the

Managing Director, TDCCOL shall, at his sole discretion without terminating the contract be at liberty to engage other trucks etc. at the risk and cost of the contractor, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby.

The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Managing Director, TDCCOL shall be final and binding on the contractor.

i. If the contractor is found to be involved in any criminal case amounting to moral turpitude, vigilance case & is blacklisted by any State or Central Government, by State or Central Agency or Undertaking during contract period, the Agreement executed with the contractor in any district shall be terminated forthwith without prejudice to other rights & remedies.

XII. <u>ENGAGEMENT OF NEW TRANSPORT CONTRACTOR ON FAILURE OF OPERATIONS BY THE EXISTING TRANSPORT CONTRACTOR:</u>

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

a. The Tender Committee shall negotiate with the 2nd lowest tenderer qualified in Technical Bid to operate at the lowest approved rate. In case 2nd lowest tenderer disagrees to operate at the lowest approved rate, similar exercise to be made with the 3rd lowest tenderer qualified in the Technical Bid and so on till all the Tenderers qualified in the Technical Bid are negotiated to select an alternative Transport Contractor.

b. In case no Transport Contractor is selected on exercising the options as detailed above, selection shall be made from among all the Tenderers qualified in the Technical Bid by inviting rates through sealed cover. Then selection shall be made at a negotiated rate as would be decided by the Managing Director, TDCCOL keeping in view the prevailing market rates in the district and in the financial interest of the Corporation at the risk and cost of the defaulting contractor. Transport Contractor selected on the procedures laid down above shall operate for the balance contract period of defaulting Transport Contractor.

c. In case no Transport Contractor is selected on exercising the options detailed above, Managing Director, TDCCOL can engage a Transport Contractor on negotiation from among the Transport Contractors operating under other Govt. schemes like SNP, MDM or similar schemes

keeping in view the prevailing market rates in the district and in the financial interest of the Corporation at the risk and cost of the defaulting contractor.

XIII. 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 contractor shall have no claim on detention of vehicle both at despatching and receiving point for any reason.

d. Recovery of shortage/ damage/ diversion of Ragi:

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 at the rate mentioned in the Provisional Cost Sheet for KMS 2020-21.

e. Payment will be made by the Managing Director, TDCCOL on submission of bills.

XVIII. FORCE MAJEURE:

The contractor will not be responsible for delays which may arise on account of reasons beyond his control of which the Managing Director, TDCCOL 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 Ragi from procurement centres / RMC yards to Godowns.

b. The contractor shall transport by trucks, to be arranged for such quantity of Ragi as may be required from day to day by the District Manager, TDCCOL or an Officer acting on his behalf, from TDCCOL.

c. The contractor shall take care not to mix bags of different kinds of food grains, bags containing different qualities of the same food grains and bags containing wet/damaged food grains sweepings, etc. with bags of sound grains.

d. New Ragi Procurement Centres may come into operation in addition to or in place as per the requirement and availability of suitable godowns and the Transport Contractor shall transport the stock at the approved rate.

XXI. DUTIES AND RESPONSIBILITIES OF THE TRANSPORT CONTRACTOR:

a. The Transport Contractor is required to keep continuous & close liaison with the District Manager of TDCCOL for lifting of stock.

b. The Transport Contractor shall take complete care of the stocks from procurement centre to the godowns.

c. The Transport Contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the Ragi 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 Managing Director, TDCCOL on such loss shall be final and binding on the contractor.

d. The Transport Contractor shall have adequate vehicle arrangements for transport operation within the stipulated period as communicated by the District Managers of TDCCOL. The contractor shall accordingly assess the requirement of vehicles for completion of the work within the stipulated period.

e. The Transport Contractor has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicle cannot operate and necessary prior approval of the District Manager for engagement of Small Vehicles.

f. The Transport Contractor shall provide sufficient number of tarpaulins for each truck to cover the Ragi 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, TDCCOL 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 Ragi 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 Ragi stocks at economic cost. No shortage of Ragi 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 performing all or any of the service 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.

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.

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Appendix - I

District wise Godown Locations:

Sl. No.	District Name	Depot Name
1	BARGARH	Padampur RMC
2	BOLANGIR	Bangamunda RMC
		Muribahal RMC Godown
		BELPADA MANDAL RMC
3	GAJAPATI	TDCCRUdayagiri 500 MT)
		RMC Godown, R.udaygiri(500MT)
		Adaba
4	GANJAM	RMC Bhanjanagar
5	KALAHANDI	CWC Junagarh
		OSWC, Bhawanipatna
6	KANDHAMAL	Balliguda
		TDCCOL Kotogad Godown
		Gunjibadi Lampcs Godown
		K.NUAGAON RMC GODOWN
7	KEONJHAR	TDCCOL Dhenkikote
8	KORAPUT	TDCCOLSunabeda
		TDCCOL, Jeypore
		RMC BOIPARIGUDA
		RMC JEYPORE
		ARCS,Jeypore,Kumuliput
		ARCS,Jeypore,Boipariguda
9	MALKANGIRI	Khairput
		Mathili RMC
		Malkangiri RMC

		Still way godown
10	MAYURBHANJ	TDCC Central Godown(500 MT)
11	NAWARANGPUR	TDCCOL Nabarangpur
12	NUAPADA	RMC Raj Khairiar
13	RAYAGADA	Central GodownTDCC Kamala Rural Godown, Barijhola Rayagada
14 15	SUNDARGARH Angul	TDCC Sundergarh CENTRAL godown , Badgaon Godown Angul

APPENDIX – II

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*)	
5*	Affidavit mentioning that She/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	Certified copy of Partnership Deed/ Articles of Association/ Memorandum of Association/ Bye-laws/ Certificate of Registration, as applicable	
7	Registered Power of Attorney in submitting the tender paper on behalf of the Partnership Firm/ Company Statement of Bank account for the last 03 months	
8	Copy of the Income Tax Return for the assessment year 2020-21	
9	(Financial year 2019-20) Copy of PAN Card & GSTIN Number issued by Govt	
10	Copy of the Registration Certificate issued by the State Transport Authority or Regional Transport Authority under “The Carriage by	
11	Road Act’ 2007” & “The Carriage by Road Rule’ 2011”	
12	List of six owned transport vehicles with attested copies of R.C. Books & Fitness Certificate Affidavit on use of vehicle of Partner or Director	

*N. B:

All documents mentioned above except at Sl. No.5, & 14 are to be self-attested by the tenderer.

Sl. No. 5 & 14 shall be submitted in original.

Place: Signature of tenderer/ authorized person

Date: Name:

Seal:

Annexure-1

TENDER SUBMISSION UNDERTAKING

FOR APPOINTMENT OF TRANSPORT CONTRACTORS FOR TRANSPORTATION OF RAGI FROM PROCUREMENT CENTRE TO STORAGE GODOWN OF TDCCOL

Recent Photograph

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_____

_____Telephone No. _____

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: _____

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	Capacity of the 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)

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.

I/We agree to keep the offer open for acceptance up to a period so decided by the Managing Director, TDCCOL. 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.

14. Details of challan / receipt submitted :-

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

15. In the event of my/ our tender being accepted, I/We agree to furnish a security deposit as per terms of the tender.
16. 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.
17. 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.
18. 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.
19. I hereby declare that I have not been penalized in last 05 years by TDCCOL/OSCSC/other Govt. agencies for any violation of the terms and contract, including inordinate delay in lifting/delivery of stock.
20. 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.
21. 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 constituted attorney

Signature of tenderer

Capacity in which signing

Name :

Address :

Date :

Name, date of birth And address of attorney :

Signature of witness with date :

Name and address of witness :

Annexure-2

Capability Certificate
Bank:
Branch:

Phone No. ……

E Mail ……

Letter No. …… Date …….

To

The Managing Director
TDCCOL, Bhubaneswar

.

This is to certify that to the best of our knowledge and information, Mr./Mrs ……residing at: ……. (Full address), a customer of our bank, in our opinion and based on the records produced, can be considered good/worth 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)

Annexure-3

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 (from ….to ……)	Financial Year	Volume of work handled (in MT)	Value of work executed (in Rs.)	Performance of the contractor	Remarks

Office Seal

Seal & Signature of Authorised Officer

*Note: -

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

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

Annexure - 4

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 TDCCOL for appointment of Transport Contractor for transportation of Ragi, I/my firm/company am/is an intended bidder to participate in the said tender process.
2) That as per terms & conditions of the tender documents, I am to declare that, I/my firm/company have not been blacklisted by any Central/State Govt. 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/my firm/company before any forum.
4) That this affidavit is required to be produced with tender paper before the Managing Director, TDCCOL, Bhubaneswar
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 _____