

**TENDER SCHEDULE**  
**FOR**  
**ENGAGEMENT**  
**OF**  
**TRANSPORT CONTRACTOR**  
**FOR**  
**TRANSPORTATION OF CASHEW GRAFTS**  
**INSIDE & OUTSIDE STATES FOR**  
**THE PLANTING SEASON 2023.**

*gmo*  
*19/6/23*  
General Manager (Technical)  
Odisha State Cashew  
Development Corporation Ltd.  
Bhubaneswar

**Name of the Firm: -**

Address: -

**GST No. -**

**ODISHA STATE CASHEW DEVELOPMENT CORPORATION LTD**  
At/Post Ghatikia Near Kalinga Studio , Bhubaneswar – 751029

**TENDER SCHEDULE FOR ENGAGEMENT  
OF TRANSPORT CONTRACTOR FOR TRANSPORTATION OF LIVE CASHEW  
GRAFTS FOR THE PLANTING SEASON- 2023.**

Odisha State Cashew Development Corporation Ltd. invites sealed tender to engage interested Transport Contractor(s) for the Planting Season, 2023 for transportation of live cashew grafts from its different Nurseries to different plantation sites inside & outside States. The cashew grafts are required to be transported during the months of June to August, 2023 to different locations as and when required by the Corporation. The detail Tender Schedule can be purchased from the office of the Managing Director, OSCDC Ltd. against non-refundable bid cost of Rs.10,000/-+5% GST towards cost of the documents in shape of Cash or Demand Draft/ Bankers Cheque during office hour between **19.06.2023** to **04.07.2023** (up to 1.00 PM) except on Sundays and Public Holidays. The same can be downloaded from the website of OSCDC Ltd. i.e. [www.oscdc.com](http://www.oscdc.com). The cost of the Tender schedule i.e. a non-refundable amount of Rs.10,000/- +5% GST should be submitted in shape of Bank Draft drawn in favor of Odisha State Cashew development Corporation Ltd along with the Tender documents in the event of the Tender documents downloaded from website failing which the Tender shall not be accepted. The tender shall be submitted along an E.M.D. (Earnest Money Deposit) of Rs.4,00,000/-(Rupees Four lakh) only in shape of Demand Draft drawn on any Scheduled Bank in favour of '**Odisha State Cashew Development Corporation Ltd.**' payable at **Bhubaneswar**. The last date of receipt of tender is **04.07.2023** by **2.00 P.M.** which will be opened on **04.07.2023** at **3.00 P.M.** at the Head Office of the Corporation.

The Tenderer(s) for the transportation of cashew grafts are required to quote the rate per truckload per K.M. towards transportation charges in the prescribed proforma below.

Sl. No.	Particulars	Transportation Charges (in Rs.)			Remarks
		Rate per standard truckload of 7,500 nos. of cashew grafts / per km.	Rate per standard truckload of 4,000 nos. of cashew grafts / per km.	Rate per standard truckload of 2,000 nos. of cashew grafts / per km.	
1	Transporting cashew grafts from 0 K.M. to 50 K.M.				
2	Transporting cashew grafts from 0 K.M. to 100 K.M.				
3	Transporting cashew grafts from 0 K.M. to 150 K.M.				
4	Transporting cashew grafts from 0 K.M. to 151 K.M. and above.				
5	Loading / Unloading charge Per Graft	Loading	Unloading		

**Signature of the Tenderer**



**TERMS AND CONDITIONS**

- (1) The Tenderer having experience in transporting of quality planting materials will be given preference.
- (2) The Tenderer shall submit the following documents with the tender, failing which, the tender will be rejected.
  - i) Copy of recent GST return filed and Income Tax clearance certificates or the Non-assessment certificate as the case may be.
  - ii) Money Receipt of the O.S.C.D.C. Ltd. in support of the purchase of the Tender Form.
  - iii) Required Transporting Agent License as per Section-93 (i) read with Section-96 of the Motor Vehicle Act, 1988 of the Government in Commerce & Transport (Transport) Department.
  - iv) Copy of Goods & Service Tax, Tax Registration Certificate & PAN Card.
- (3) The Tenderer should submit document in support of experience, if any, in doing transportation work for Government / Semi-Government Organizations.
- (4) Each tender application must be accompanied with an E.M.D. deposit of Rs.4,00,000/- (Rupees Four lakh) only in shape of Crossed Demand Draft drawn on any Scheduled Bank or National Savings Certificates pledged in favour of Odisha State Cashew Development Corporation Ltd. payable at Bhubaneswar, failing which, the tender will be rejected. E.M.D. will be refunded to the unsuccessful Tenderer within 30 days from the date of opening of the tender without any interest.
- (5) The Tenderer is expected to quote competitive rates (in figure and words) after careful analysis. In case it is noticed that the rates quoted by the Tenderer are unusually high or unusually low, it will be sufficient cause for rejection of the tender unless OSCDC Ltd. is convinced about the reasonableness of the rates on analysis of such rates.
- (6) The Tenderer should quote in English the rates both in figures and in words in such a way that misinterpretation is not possible. In case of controversy, those rates quoted in words will prevail over the figures.
- (7) Tenders otherwise than on the prescribed lines, form, and pattern described herein are liable to be rejected.
- (8) Tender document obtained by one Tenderer cannot be utilized by another.
- (9) All the pages of the tender documents shall be initialed with date by the Tenderer at the lower left hand corner.
- (10) Tenders with any modification(s) and or special condition(s) of the tenderer or with any overwriting is liable to be rejected.

**Signature of the Tenderer**



- (11) The OSCDC Ltd. reserves the right to reject any or all the tenders received or accept a tender either for total work or part thereof, or to divide the work amongst two or more Tenderer, without assigning any reason thereof and the Tenderer shall not be entitled to any costs, charges or expenses incidental to or connected with preparation and submission of his / her tender.
- (12) The selected Tenderer will execute an agreement with O.S.C.D.C.Ltd. in non-judicial stamp paper within 3 (three) days of receipt of the Acceptance Offer from the O.S.C.D.C.Ltd., after which, formal Work Order will be issued. Non-execution of agreement by the tenderer will lead to the cancellation of tender and forfeiture of E.M.D.
- (13) In case of the selected tenderer, the Earnest Money Deposit of Rs.4,00,000/- (Rupees four lakh) only will be adjusted towards Security Deposit. The Security Deposit will be refunded to the selected Tenderer without any interest only after successful completion of the contract as well as receipt of clearance from the concerned Divisional Manager / Asst. Manager of the Corporation.
- (14) The selected Tenderer shall not assign the job or any part thereof, any share of interest therein, or money due there under, or sub-let the work / job or any part thereof or allow any person to become interested in the work / job or a portion thereof, in any manner whatsoever. The contract is liable to be rejected at the option of OSCDC Ltd should such a contingency take place.
- (15) The accepted rates after negotiation will be valid from the date of execution of agreement with O.S.C.D.C.Ltd. till the end of 31<sup>st</sup> March, 2024 and no claim for increase in rate shall be entertained during the said period by the Corporation.
- (16) The selected Tenderer shall make available trucks to the nursery sites within 24 (twenty-four) hours of the indicated date and time at the indicated location, which will be intimated to the selected Tenderer in advance. In case the selected Tenderer fails to provide trucks at the specified nursery sites within 24 (twenty-four) hours, the Corporation shall have the right to cancel the contract and forfeit the security deposit and shall have the right to make alternative arrangements from other sources, as transportation of cashew grafts is a time bound operation.
- (17) (i) In normal circumstances, a standard truck shall carry minimum load of 4,000 nos. of cashew grafts and accommodation of grafts beyond 4,000 nos. and up to 10% excess of grafts shall be treated as one standard truckload. In case the standard truck engaged by the selected Tenderer carries less than 4,000 nos. of cashew grafts, there shall be proportionate deduction of the transportation charges. The same condition applicable in case of engagement of small truck(s) for transportation of 2000 nos. of grafts.
- (ii) The selected Tenderer may use higher capacity truck(s), if necessary to transport maximum 7500 nos. of cashew grafts in single load as in Clause-17 (i) to (v) with prior permission from the competent authority. The Officer present, at the time of loading, shall satisfy himself with the capacity of truck(s) to accommodate permissible nos. of grafts before allowing loading of grafts in the said particular truck and numbers of grafts to be transported smoothly. In such case, proportionate payment shall be made keeping the baseline of 4,000 nos. of grafts per standard truck per kilometer in view.

**Signature of the Tenderer**



- (iii) The selected Tenderer shall have to ensure that watering of cashew grafts is done en route as and when required to keep the grafts in healthy condition. While transporting the cashew grafts, it must be ensured that the planting materials are well protected during the transit.
  - (iv) The selected Tenderer shall be responsible for any damage, shortage and pilferage of cashew grafts during the transit and shall make good of the loss in terms of the cost of the grafts to the extent of such damage/shortage/pilferage and the amount shall be deducted from his/her security deposit/bills amount. The damage of cashew grafts during the transit includes damage due to long detention of the truck if caused due to the lapses of the selected Tenderer.
  - (v) The Corporation shall not be responsible for any damage caused to the vehicle(s) engaged by the selected Tenderer carrying cashew grafts during the transit or afterwards.
  - (vi) The selected Tenderer shall obtain the exact / nearest route of the transportation of cashew grafts from indenting agency and the destination / location of unloading of cashew grafts before loading for the same as per order to avoid unnecessary en route detention and unloading.
  - (vii) Only in case of damage of cashew grafts, the actual mortality maximum up to 1% (one percent) is allowed for one truckload of cashew grafts as per the Clause-17 (i) to (vi) above.
  - (viii) Necessary Indemnity Bond will be executed by the selected Tenderer to this effect.
- (18) It is the exclusive responsibility of the selected Tenderer to lift the planting materials from the Nursery sites and deliver the same at the destination within the stipulated period as per order of the Managing Director, OSCDC Ltd., failing which, the loss accrued thereof shall be deducted from the receivables of the selected Tenderer. In case the problem arises out of unavoidable delay in transportation of the grafts, the transporter shall communicate the reason for such delay to Managing Director, OSCDC Ltd. to consider for extension of time limit.
- (19) Any duty/tax/levy imposed on the transporting vehicles on the way to the destination shall be borne by the selected Tenderer.
- (20) The OSCDC Ltd. will pay transportation charges as per the accepted rates in shape of Account Payee Cheque on submission of bill by the selected Tenderer under the following terms and conditions;
- (a) The selected Tenderer will submit transportation bill to the Corporation which must be accompanied with the acknowledgement receipt / challans with seal and signature of the official receiving cashew grafts confirming receipt of the same in good condition.

**Signature of the Tenderer**

- (b) The selected Tenderer should submit the acknowledged Challans duly signed by the competent/ authorized person of indenting officer/agencies. Any overwriting and illegible writings must be avoided.
  - (c) No photo copy of acknowledged challans will be accepted.
  - (d) The OSCDC Ltd. will follow the Government approved distances while making payment of transportation bill. In case of alternative routes, the shortest distance will be taken into account for calculation of transportation cost. As per the existing procedure, income tax will be deducted from the bill amount of the selected Tenderer.
  - (e) If the payment against claims of the selected Tenderer is not possible, the Corporation can consider for release of advance to the extent of 50% of transportation charges in favour of the selected Tenderer against the authenticated delivery challans submitted by him/her taking into account the progress of the work entrusted.
  - (f) The payment of transportation charges is subject to recovery of the loss, if any from the selected tenderer as per the provisions contained in Clause-17 (i to viii) above and restricted to billing amount towards transportation charges in sale invoice to Billing agencies.
  - (g) After final payment of the transportation charges as well as refund of Security Deposit to the selected tenderer, excess payment, if any detected later on is subject to recovery from the selected tenderer. In that case, the selected tenderer shall have to deposit the sum with the Corporation within 15 (fifteen days) from the date of receipt of intimation from the Corporation in this regard.
- (21) Any difference or dispute arising out of or in connection with this tender or acceptance thereof or the contract that may be entered the consequence thereof shall be decided by arbitration. The Chairman, O.S.C.D.C.Ltd. shall be the sole arbitrator and the decision of the arbitrator shall be final and binding on both i.e. the Corporation and the selected Tenderer. The selected Tenderer shall have no objection to such appointment on any ground whatsoever. In the event of any dispute, no cause of action shall arise in favour of parties to approach any court of law unless they have resorted to and exhausted the remedy of arbitration as envisaged above. The courts at Bhubaneswar alone will have jurisdiction to try any legal proceedings.
- (22) Separate terms and conditions besides the terms and conditions indicated in the tender schedule are not acceptable to the O.S.C.D.C.Ltd. and if any separate terms and conditions are given by the selected Tenderer, the tender will be rejected.
- (23) As an acceptance of terms and conditions in the tender schedule, the tenderer should sign in each page of the tender schedule.
- (24) Incomplete tender is liable for rejection.

**Signature of the Tenderer**



- (25) The tenderer should superscribe 'Tender for transportation of cashew grafts-2023' on the envelope of the sealed tender. Tenders will be sent by the intending tenderers through Registered Post / Speed Post, so as to reach the Office of the Managing Director, Odisha State Cashew Development Corporation Ltd., At/Post Ghatikia Near Kalinga Studio , Bhubaneswar – 751029 on or before 04.07.2023 by 2.00 P.M. Tender papers will not be received by hand. The Corporation is not responsible for any delay in receipt of tender papers by only Registered Post / Speed Post. Tender papers will be opened on 04.07.2023 at 3.00 P.M. at the Head Office of the Corporation in presence of the tenderers or their authorised representatives.
- (26) The Corporation reserves the right to accept or reject any or all tenders without assigning any reason thereof.

**Managing Director**  
**Odisha State Cashew Development Corporation Ltd.,**

**Signature of the Tenderer**