

Tender Document
(Handling Contractor)
ODISHA STATE CIVIL SUPPLIES CORPORATION LTD., BHADRAK

Tender No. 2866 /Date 26.07.2019

TENDER DOCUMENTS

Tender Document comprising 49 pages (Including annexure and appendix) are issued in duplicate out of which one copy is to be retained by the tenderer & the other copy to be sent to District Manager, OSCSC Ltd, **Bhadrak** strictly through Regd. Post/Speed Post/Courier Service only.

Cost of Tender Paper- Rs.10,000.00/- (Rupees Ten Thousand Only) inclusive of GST.

**INVITATION TO TENDER & INSTRUCTION TO TENDERERS FOR APPOINTMENT
OF HANDING CONTRACTOR (LABOUR WORKS) FOR HANDLING OF
FOODGRAINS (RICE, WHEAT) AT ALL THE RRC-cum-DSCs OF **BHADRAK**
DISTRICT OF THE STATE OF ODISHA.**

- I. Last date and time of receipt of Tender Papers Dt.14.08.2019 up to 05:00 PM.
- II. Tender Papers to be opened on Dt.16.08.2019 at 11:00 AM.
- III. If the date on which tender is scheduled to be opened falls on any holiday, next working day shall be treated as the date for opening of Tender Papers at same time, so also in case of receipt of tender papers.
- IV. The tender document received after the last date and time of receipt of tender paper shall not be entertained. The Corporation shall not be responsible for any postal delay.

1. GENERAL INFORMATION

1.1 Odisha State Civil Supplies Corporation Ltd, (OSCSC Ltd.) intends to appoint Handling Contractor (Labour Works) for Handling of food grains at all the RRC-cum-DSCs of **Bhadrak** District of the State of Odisha.

1.2 The Tenderers shall be fully acquainted with the number of RRC-cum-DSCs operated in the District & past trend of Handing of Food grains at those RRC-cum-DSCs. The Tenderer may go through the number of RRC-cum-DSCs.


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operated in the district & quantity of foodgrains handled in those RRC-cum-DSCs in the year 2018-19 as at **APPENDIX-I**.

- 1.3 However, the handling operation in the PEG godowns constructed under PPP mode (Private PEG) shall be entrusted to the lessors of such godowns at the rate approved for the handling operation in the district for smooth functioning of handling operation in those godowns so that the utilisation of those godowns can be optimised. The Handling Contractor appointed for the district shall have no objection in this aspect. List of such godowns shall be excluded from **APPENDIX-I**. However, In the event of default on the part of any lessor of the godown in providing labours and/or his/her failure to perform any of the handling services in PEG godown 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 have, without prejudice to other rights and remedies, the right to withdraw the handling operation of that godown from the lessor & assign to the Handling Contractor appointed in the district at the approved rate.
- 1.4 The quantity of foodgrains to be handled in the year 2019-20 & 2020-21 may vary as per the allotment of such foodgrains by Govt. of Odisha and procurement in the districts. Moreover, the existing RRC-cum-DSCs can be relocated in addition to or in place of existing RRC-cum-DSC as per the requirement and availability of suitable godowns. In such a situation, the contractors shall be bound to perform all the services/duties and execute all the works as per terms and conditions and rates of contract. They shall not be entitled to make any claim whatsoever against the Corporation for compensation/revision of rates or otherwise due to increase/decrease in the number of RRC-cum-DSCs, or handling volume, or any discrepancy in the size and location of RRC-cum-DSCs found later on, or on the ground that the workers employed by him are demanding higher rates of wages if load involved in certain operation(s) is more or the bags to be handled are heavier.
- 1.5 The Tenderers must get themselves fully acquainted with the handling operation to be taken up at RRC-cum-DSCs, their size & locations, quantum of work and prevailing conditions at RRC-cum-DSCs relating to matters such as Labour Union, rates of handling charges of the labours at godowns of the Corporation, hired godowns as well as CWC/OSWC, all statutory dues payable to labours etc. before submission of tender and rates quoted by them for


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various handling operations as mentioned below shall be deemed to have been done after such acquaintance.

- 1.6 Handling operations required to be performed under the contract have been categorized in two parts viz. Part-I Receipts/Dispatch services and Part-II other services.

Part – I Receipt/Dispatch services –

- a) Unloading of stock from the vehicles of the Level-I or State Level Transport Contractor, carrying by head-loads/change of headload or wherever necessary by using hand-trolleys, carts etc. and stacking in a countable manner inside the godown.
- b) Carrying the procured stock during delivery of CMR by Custom Millers from the platform/weightment scale point by head-loads/change of headload or wherever necessary by using hand-trolleys, carts etc. and stacking in a countable manner inside the godown.
- c) Stack breaking, carrying the stock by head-loads/change of headload or wherever necessary by using hand-trolleys, carts etc. and loading to the vehicle of Level-I or Level-II or State Level Transport Contractor of OSCSC Ltd. or any other Transport Contractors.

The contractor shall arrange required number of labours for quick handling operation.

Part – II Other services as and when required – Collection of spillage foodgrains, cleaning of stock, bagging as per the standard weight, stitching as per specification for utilization under PDS, weightment etc. as indicated in detail at **Clause- XX of Technical Bid** shall be rendered by the contractor without payment of any separate remuneration for such services.

- 1.7 The Corporation has prescribed rates for each of the service described in Part – I which are shown in the PRICE BID (Schedule of Rates) annexed to the form of Tender. No separate remuneration shall be paid for the services described in Part – II. The tenderers are required to quote for all the services detailed in Part – I in the PRICE BID and to indicate if they offer to work on the basis of the rates shown in the schedule of rates for services or offer a uniform percentage of reduction or enhancement, as the case may be, in the rates mentioned in the said Schedule of Rates.



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1.8 In case the rates are quoted in a manner other than mentioned above, the tenders are liable to be rejected. The tenderers should not incorporate any condition in the tenders as conditional tenders will be summarily rejected.

2. BIDDING PROCESS: -

2.1 Potential bidders participating in the bidding process will be required to submit a detailed **Technical Bid & Price Bid** in response to the Tender Call Notice.

2.2 **Earnest Money Deposit (EMD), Technical Bid & Price Bid** should be contained in separate sealed envelopes clearly marked "**EMD**", "**TECHNICAL BID**" & "**PRICE BID**" as per detailed norms specified below.

2.3 **FIRST** Sealed Envelope will contain the EMD & Cost of Tender Paper. This envelope should be marked: "**EMD**"

2.4 **SECOND** Sealed Envelope will contain the INSTRUCTIONS TO TENDERERS, TECHNICAL BID & its ANNEXURES. This envelope should be marked: "**TECHNICAL BID**"

2.5 **THIRD** Sealed Envelope will contain the **PRICE BID**. This envelope should be marked "**PRICE BID**".

2.6 **FOURTH** sealed envelope will contain all the **THREE** envelopes sealed separately i.e. **EMD, TECHNICAL BID & PRICE BID**.

2.7 The tender consists of two parts i.e. **(1) Technical Bid (2) Price Bid**.

- **Technical Bid**

Envelope containing Technical Bid will be opened first and scrutinized on the day of opening of tender papers. The process may continue to the succeeding working day if scrutiny is not over on the day of opening of Technical Bid.

- **Price Bid**

Tenderers who qualify in Technical Bid shall be intimated for opening of their Price Bid. Price Bid of tenderers who do not qualify in the Technical Bid shall not be opened & no correspondence shall be made with them.

3. INSTRUCTIONS TO TENDERERS: -

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


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- 3.2 The district is the unit for the purpose of this tender. The tenderer is to quote one rate for a district which will be applicable for all the RRC-cum-DSCs of the district.
- 3.3 **A tenderer can participate in the tender process for any number of districts, but cannot be appointed in more than 01 (one) district. S/he is required to submit a declaration about the districts where s/he has participated/shall participate, as per format at Annexure-5.**
- 3.3.1 In case a tenderer has applied in more than 01 (one) district and got selected in more than 01 (one) districts, he/she shall be appointed in the district where he/she has quoted lowest percentage of SoR. If he/she has quoted same lowest percentage in more than one district, he/she shall be appointed in the district as per his/her choice and shall declare in writing to the District Manager of the other districts about his/her selection in a district so that his/her appointment in those other districts shall not be considered and her/his EMD shall be refunded.
- 3.3.2 In the districts for which a tenderer has been selected but doesn't get appointed as detailed above, the District Tender Committee shall negotiate with the 2nd lowest tenderer qualified in Technical Bid to operate at the lowest quoted rate. In case the 2nd lowest tenderer disagrees to operate at the lowest quoted rate, similar exercise to be made with the 3rd lowest tenderer qualified in the Technical Bid and so on till all the tenderers qualified in the Technical Bid are negotiated to undertake the handling operation at the lowest quoted rate.
- 3.3.3 In case no tenderer agrees to undertake the handling operation at the lowest quoted rate on exercising the options as detailed above, rates shall be invited from all the tenderers qualified in the Technical Bid in sealed covers. Then selection shall be made at a negotiated rate keeping in view the prevailing labour rates in the district and in the financial interest of the Corporation.

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

- 3.4 The tenderers must furnish full, precise, correct and accurate details in respect of information asked for in the tender documents
- 3.5 **Signing of tender papers:** Person or persons signing the tender papers shall state in what capacity, he 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


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

- 3.5.1 The persons signing the tender form or any document forming part of the tender, on behalf of another or on behalf of a firm, shall be responsible to produce a registered power of attorney duly executed in his favour, stating that he has authority to bind such other person or the firm 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 tender papers shall be liable for rejection, without prejudice to any other rights of the Corporation under the Law and EMD paid by him/her will be forfeited.\
- 3.5.2 The 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 signature can bind the company in the case of a limited company.
- 3.5.3 However, a sole proprietor of a proprietorship firm who himself/herself signs the tender paper need not furnish any Power of Attorney.

3.6 **Tenders not accompanied with, all the Schedules/ Annexures intact and duly filled in and signed shall be liable for rejection.**

4. **PREREQUISITES FOR TENDER (QUALIFICATION CONDITIONS):**

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

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


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- 4.2 The tenderers shall have experience in Rake handling/ handling/ handling and transportation in any Manufacturer/ PSU/ Govt. Department/ Govt. Agency/ PSU/ Public Limited Company/ Private Limited Company dealing in the field of fertiliser, foodgrains, cement, sugar, coarse grain or any other commodity. The tenderer should have carried out, in any of the immediate preceding three financial years i.e. 2015-16, 2016-17 or 2017-18, the work of value of at least Rs. _____ (in words Rupees _____), 12.5% of the estimated value of the contract to be awarded, in one single contract.

OR

Rs. _____ (in words Rupees _____), 25% of the estimated value of the contract to be awarded, in multiple contracts.

The tenderers shall furnish experience certificate in the prescribed proforma enclosed at **Annexure-3** from the concerned organisation.

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

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

- 4.4 The tenderer shall furnish an affidavit in the prescribed format (enclosed at **Annexure-4**) declaring that no criminal/vigilance case(s) pending in his/her name or in the name of his firm (sole proprietorship/ partnership/ company) before any legal forum and his/her firm has/have never been black listed by any State/ Central Government PSU, State/ Central Government Agencies or by State Government/Central Government.
- 4.5 The tenderer shall submit the copies of the labour license from Competent Authority as required under the provisions of "**The Contract Labour (Regulation & Abolition) Act, 1970**".
- 4.6 The tenderer shall furnish copy of EPF Code Number.


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- 4.7 A tenderer having no prior experience of handling operation, as detailed at Clause – 2 (i), may submit the tender without copies of labour license & EPF Code Number. In such case, if the tenderer is found successful after opening of Price Bid, he/she shall be allowed to execute agreement but he has to furnish copy of the labour license under the provisions of "The Contract Labour (Regulation & Abolition) Act, 1970 & copy of the EPF Code Number before entering upon any work under the contract, failing which the contract executed with him/her shall be terminated along with forfeiture of Security Deposit and selection shall be made from among other tenderers qualified in the Technical Bid at the risk and cost of the defaulting contractor.
- 4.8 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.
- 4.9 The tenderer shall furnish latest Income tax return for the financial year 2017-18 and copy of PAN Card.
- 4.10 The tenderer shall furnish Xerox copies of duly audited balance sheet, P & L account of proceeding three financial years i.e. 2015-16, 2016-17 & 2017-18.
- 4.11 The tenderer shall enclose statement from his banker for his financial transactions for last three months proceeding to the publication of Tender Call Notice.
- 5. DISQUALIFICATION CONDITIONS:**
- 5.1 Any person/firm/company blacklisted or otherwise debarred by Corporation or by State/Central Government PSU, State/ Central Government Agencies or State Government/Central Government will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.
- 5.2 Any tenderer whose contract with the Corporation or State/ Central Government PSU, State/Central Government Agencies or State Government/Central Government has been terminated before the expiry of contract period at any point of time during last 5 years, will be ineligible.
- 5.3 Tenderer whose earnest money deposit and/or security deposit has been forfeited by the Corporation or any State/Central Government PSU, State/ Central Government Agencies during the last 5 years will be ineligible.
- 5.4 If the proprietor/any of the partners of the tenderer firm/any of the Director of the tenderer company have been, at any time, convicted by a court of an offence


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- and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible.
- 5.5 While considering ineligibility arising out of any of the above clause, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the tenderer disqualified.
- 5.6 Corporation reserves the right not to consider any person/firm/company having any dispute with OSCSC or whose operation is found unsuccessful by the Corporation during his previous assignment in order to protect its interest.
6. **EARNEST MONEY DEPOSIT (EMD):**
- 6.1 Each tender must be accompanied by an EMD of **Rs. 3,00,000/- (Rupees Three Lakh)** only in form of crossed Demand Draft issued by any Nationalized Bank/ Scheduled Bank and drawn in favour of District Manager, OSCSC Ltd., _____ payable at _____. Tender Papers not accompanied by the required EMD shall be summarily rejected.
- 6.2 The tenderer shall be permitted to bid on the express condition that in case he resiles, or modifies his offer or terms and conditions thereof, after submitting his tender, for any reason whatsoever during the tender process or any of the information furnished by him/her is found to be incorrect or false, Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and the law & the tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/ modification etc. besides forfeiture of EMD. He will also be debarred from participating in any tender with the Corporation for a period of Five years.
- 6.3 Earnest money shall be forfeited in the event of the tenderer's failure (after the acceptance of his tender) to furnish the requisite security deposit by the due date to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.
- 6.4 The earnest money shall be refunded to all unsuccessful tenderers within 30 days of the award of the contract. No interest shall be payable on the amount of earnest money, under any circumstances. The EMD furnished by the successful tenderer can be adjusted towards Security Deposit if desired by him in writing.


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7. SECURITY DEPOSIT:

- 7.1 The successful tenderers shall furnish security deposit for handling operation in following manner.
- 7.1.1 A sum of Rs. _____ (in words Rupees _____) equivalent to 5% of the value of the Contract in shape of a Bank Guarantee/ Demand Draft issued from any Nationalised/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., _____. The bank guarantee shall be valid up to 31st March'2021 from the date of execution of agreement. The Security Deposit shall not earn any interest.
- 7.1.2 If applicable, additional sum of Rs. _____ (in words Rupees _____) equivalent to 50% of the security deposit in shape of Bank Guarantee/ Demand Draft issued from any Nationalised/ Scheduled Bank in favour of the District Manager, OSCSC Ltd., _____. The bank guarantee shall be valid up to 31st March'2021 from the date of execution of agreement. The Security Deposit shall not earn any interest.
- 7.2 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. DELIVERY OF TENDER DOCUMENTS:

- 8.1 The tenderers should submit tender documents duly filled in, complete and signed on each page in a sealed envelope being superscripted as "TENDER FOR APPOINTMENT OF HANDLING CONTRACTOR AT RRC-CUM-DSC" addressed to the District Manager, OSCSC Ltd., _____. Any alterations, erasures or overwriting on the supporting document should be duly initialed by the authorized signatory. Tenders, which do not comply with this instruction, shall be summarily rejected.
- 8.2 All tender documents are required to be sent strictly through Regd. Post/ Speed Post/ Courier Service only. Tender documents sent other than the above mode shall not be entertained in any circumstances.
- 8.3 Tender documents shall be accompanied with EMD of the required amount in the tender. The tenderers, who have downloaded the tender form from the website shall have to pay an amount of Rs.10000/- only (Rupees ten thousand only) as tender paper cost along with the Tender. The amount shall have to be in the form of a crossed demand draft issued by any Nationalized Bank/ Scheduled Bank in favour of District Manager, OSCSC Ltd., _____ payable at _____.


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- 8.4 All credentials, documents and copies of certificate/ information called for shall be submitted along with the tender papers.
- 8.5 It should be clearly understood by the tenderer that no opportunity shall be given to them to alter, modify or withdraw any offer at any stage after submission of the tender.
- 8.6 **PART-II Price Bid** containing the rates for handling of foodgrains at RRC-cum-DSCs shall be submitted with tender papers.
9. **OPENING OF TENDERS:**
- 9.1 The tender papers shall be opened in at OSCSC Ltd., _____ district on the date and time indicated.
- 9.2 The tenderers shall be at liberty to be present either in person or through their authorized representative(s) at the time of opening of tender. The authorized representative(s) shall furnish the authorization letter duly executed by the tenderer before opening of tender before the Tender Committee. Price Bid of only those tenderers shall be opened whose technical bid qualify. at a time and place as notified. The tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the price bids.
- 9.3 Quoting of lowest rate does not confer any right for selection of handling contractor at the rate quoted. Corporation/Collector reserves the right to negotiate with other tenderers to select Handling contractor at a suitable rate.
10. **QUOTING OF SAME RATES BY MORE THAN ONE TENDERER:**
Quoting of same rates (Lowest-1 only) by more than one tenderer. could be construed as an exceptional circumstance. In such cases, all the tenderers who have quoted the same lowest rates shall be called for and decision will be taken only through **public lottery**.
11. **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.


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12. INTERVIEWS AND ACCEPTANCE OF TENDER:

The tenderers are required to proceed to office of District Manager, OSCSC Ltd., _____ at their own expenses and without any obligation, if called upon to do so, by the District Manager, OSCSC Ltd, (or any Officer authorized to act on his behalf). The District Manager, OSCSC Ltd, reserves the right to reject any or all tenders without assigning any reason there of and does not bind himself to accept the lowest or any tender. He also reserves the right to accept the tender for any or all the offers. The successful tenderer shall be advised of the acceptance of his tender by a letter/ fax/ e-mail. Where acceptance is communicated by fax/ e-mail the same shall have to be acted upon immediately, without waiting for the post copy in confirmation.

13. EXECUTION OF AGREEMENT:

- 13.1 The successful tenderer shall enter into an agreement with the District Manager, OSCSC Ltd., _____ district in the prescribed format.
- 13.2 The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value. Execution of agreement shall be made on furnishing of required security deposit & two-passport size photograph duly self-attested.
- 13.3 The Agreement shall be executed within one week of the acceptance of tender or any such extended time, if any, duly extended by the Corporation failing which the Contract shall be liable to be terminated solely at the discretion of District Manager, OSCSC Ltd., _____ district with approval of the Collector. In such case the Earnest Money Deposit of the tenderer shall stand forfeited.

14. OTHERS:

- 14.1 In case of any clear indication of cartelization, the Tender Committee shall reject the tender(s) and forfeit the EMD.
- 14.2 If the information given by the tenderer in the Tender Document and its Annexure and Appendices are found to be false/ incorrect at any stage, Corporation/Collector shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the contract and law.
- 14.3 OSCSC Ltd. district reserves the right to amend the tender conditions at any time during the currency of contract, which shall be binding on the contractors

District Manager

OSCSC Ltd. _____


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PART-I

DETAILED TERMS AND CONDITIONS GOVERNING CONTRACT FOR FOR HANDLING OF FOODGRAINS AT RRC-CUM-DSCs TECHNICAL BID

Odisha State Civil Supplies Corporation Ltd., _____ intends to appoint handling contractor (labour works) for handling of foodgrains at RRC-cum-DSCs run by OSCSC Ltd., _____ district of the State of Odisha for the year 2019-20 & 2020-21.

I. DEFINITIONS:

- a. The term '**Contract**' shall mean and include the notice inviting tender, the invitation to tender, incorporating the instruction to tender, the tender documents, its annexure and schedules, acceptance of tender 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 including their heirs, executors, administrators, successors and their permitted assigns, as the case may be;
- c. The terms '**Corporation**' & '**OSCSC Ltd.**' Shall mean the Odisha State Civil Supplies Corporation Limited established under Indian Companies Act 1956 and shall include its Managing Director and its successor or successors and assigns.
- d. The term '**Managing Director**' shall mean the Managing Director of the Corporation or any authorized officer to act on his behalf for a specific work
- e. The term '**Govt.**' shall mean Govt. in Food Supplies & Consumer Welfare Department of Govt. of Odisha, Bhubaneswar.
- f. The term '**District Manager**' shall mean the District Managers of the OSCSC Ltd., working in Revenue District.
- g. The term '**District Tender Committee**' shall mean the committee formed as such by the Collector of the district for opening of tender and finalization of Handling Contractor and to take decision on all the related matters.
- h. The term '**Foodgrains**' for this contract shall mean and include Rice, Wheat, Sugar, Dal, Edible Oil, Salt, Potato & Onion or any other packaged commodity as decided by the Corporation/ District Tender Committee packed in 50 k.g. HDPP bag or jute gunny bag or in packet of any weight.



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- i. 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.
 - j. The term '**Wheat**' shall mean and include the wheat packed in 50 kg. HDPP bag or jute gunny bags.
 - k. The term '**Bag**' for this contract shall mean and include package of foodgrains packed in 50 kg. HDPP bag or jute gunny bag or in packet of any weight.
 - l. 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 & godowns constructed under PEG scheme.
 - m. The term '**Handling Contractor**' shall mean & include a contractor appointed by the District Manager, OSCSC Ltd. For handling foodgrains at RRC-cum-DSCs.
 - n. The term '**Weighment**' shall mean weighment of foodgrains with HDPP bag or jute gunny bags.
 - o. The term '**Family**' shall mean husband/ wife, unmarried son/daughter, married son living in the same mess (including adopting children) & dependant parents.
- II. **PARTIES TO THE CONTRACT:**
- a. The Parties to the contract are the Contractor and the OSCSC Ltd., represented by its District Manager of the concerned district or any other officer authorized and acting on his 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 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 District Manager, OSCSC Ltd _____, may, without prejudice to other civil or criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.
 - c. Notice or any other action to be taken on behalf of the OSCSC Ltd. may be given/ taken by the District Manager, OSCSC Ltd _____ or any other officer so authorized and acting on his behalf.


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III. **CONSTITUTION OF CONTACTOR(S):**

The contractor, during currency of the contract, shall not make any change in the constitution of the firm without prior approval of Corporation/Collector in writing. 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/Collector shall have the right to terminate the contract, if it deems so fit.

IV. **SUBLETTING:**

The contractor shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Corporation. **In the event of the contractor contravening this condition, the Corporation/Collector shall be entitled to place the contract elsewhere on the contractor's 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:**

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

VI. **LIABILITY FOR PERSONNEL:**

- a. All persons employed by the contractors shall be engaged by them as his own employees/workers in all respects and all rights and liabilities under the Indian Factories Act and Employees Provident Fund & Misc. Provisions Act or any other similar applicable enactments in respect of all such personnel shall exclusively be that of the contractor. The contractor shall be bound to indemnify the Corporation against all claims whatsoever in respect of his personnel under the Employees 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 workmen 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 & Misc. Provisions Act, 1952, and the scheme framed there-under in respect of the labour employed by him. The contractor shall recover the amount payable by such employees at the rate



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as applicable from time to time under the statute and deposit the same with concerned authorities with matching share by the contractor. If, on account of the default of the contractor in making such payments or for any other reason, the Corporation makes such contributions on behalf of the contractor, the said amount shall be recovered from the bills of the contractor by the Corporation. The OSCSC Ltd. 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.

- c. The Contractor shall maintain and submit following Records & Returns prescribed under the EPF Act,1952 and the scheme framed there-under to the Authority designated under the said Act and to the District Manager, OSCSC Ltd.

Form – 2 Nomination & Declaration Forms to be submitted for new entrants.

Form – 3 The Contribution Card for the currency period – Annually.

Form – 3 A Contribution Card for the currency period from 1st April to 31st March – Annually.

Form – 4 Contribution Card for Employees other than monthly paid Employees – Annually.

Form – 5 Return of Employees qualifying for the Membership.

Form – 5 A Return of Ownership to be sent to the Regional Commissioner.

Form – 6 Return of the Contribution Card and Annual Statement of Contribution.

Form – 6 A Consolidated Annual Contribution Statement.

Form – 10 Form of Maintenance of Accounts.

Form – 11 Balance Sheet

Form – 12 A Statement of Contribution – Monthly.

- d. The Contractor shall within 7 days of the close of every month submit to the District Manager, OSCSC Ltd. a Statement showing the recoveries of contribution in respect of employees employed by or through him/her.

- c. The contractor shall maintain Inspection Note Book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The contractor shall also make available the same when asked for


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inspection to the Officers of the Regional Provident Fund Commissioner and to the District Manager, OSCSC Ltd. Or Officer authorized by him or acting on his behalf.

- f. If the Contractor fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP Act, 1952 and Scheme framed there under and also to the District Manager, OSCSC Ltd. Or an officer acting on his behalf, OSCSC Ltd. Will be at liberty to withhold the pending bills, Security Deposit etc. and or any other payments due to the contractor.
- g. 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.
- h. 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: -

i) **Payment of Wages to Workers: -**

The contractors shall pay not less than minimum wages as prescribed by the Govt. in Labour Department from time to time 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 from time to time during the currency of contract period.** Where such wages have not been so notified by the appropriate authority, the wages prescribed by the District Manager, as minimum wage shall be made applicable. The contractor shall maintain following records and registers as per Minimum Wages Act, 1948 & Central Rules made there under:

- Form – I Register of fines
- Form – II Register of deduction for damage or loss caused to employer
by the neglect or default of the employed person.
- Form – III Annual return


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- Form – IV O.T. Register for workers
Form – V Muster Roll
Form – IX A Abstract of the Act & Rules to be displayed on Notice Board
Form – XI Wage slips should be issued to the Contract Labour in a day prior to disbursement of wages.

ii) **Weekly off: -**

The contractors shall allow to the workers directly or indirectly employed in the work one-day weekly day of rest after six days' continuous work and pay wages as prescribed by the State Govt. in Labour Department.

iii) **Attendance Allowance: -**

The contractor shall pay the required attendance allowance per day @ 50% of the daily wages notified by the Govt. of Odisha under the Minimum Wages Act from time to time 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.

Aforesaid wage/ benefits at Clause VI (h) (i) to (iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The District Manger 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 or their wages which are not justified or non-observations of the regulations/enactments mentioned in Clause VI (a) and VI (b).

j. **Provision of basic facilities: -**

The Handling Contractor is required to provide following facilities and maintain following records in compliance to provisions in different Acts & Rules.

- i) As provided under Chapter-V, Rule-39 to Rule-47 of the Orissa Contract Labour (Regulation & Abolition) Rules-1975 the following facilities to be provided by the contractor for welfare and health of contract labours.
1. Supply of whole some drinking water.
 2. First-aid facilities for preliminary treatment in case of any accident.



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3. Rest rooms to halt at night in connection with working of the establishment. Separate rest rooms shall be provided to the women contract labours.
- ii) As provided under Chapter-7, (Rule-73 to Rule-77) of the above said Rule, the following Registers & Records shall be maintained by the contractors relating to payment of statutory dues of the contract labour.
 1. Issue of an employment card in Form- 'X' to each worker within three days of the employment of the worker.
 2. Issue of a service certificate in Form- 'XI' to the workmen whose services have been terminated.
 3.
 - a. Muster Roll Register in Form- 'XII' (Rule-77)
 - b. Wages Register in Form- 'XIII' (Rule-77)
 - c. Register of overtime in Form- 'XIX' (Rule-77)
 - d. Register of deductions, fines & advances in Form- 'XVI' (Rule-77)
- iii) Besides, the contractor shall provide other facilities to the contract labours shall maintain other Registers and Records and make statutory deposits as required under various Acts & Rules.

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 anyone 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:

The contract shall remain in force for a period from the date of execution of agreement up to 31st March'2021 or such later date as may be decided solely by the District Manager with the approval of the Collector. The District Manager with the approval of the Collector reserves the right:

- i) To extend the period of contact for any further period beyond the original contract period on the same rates, terms and conditions;
- ii) To terminate the contact at any time during its currency without assigning any reasons therefore by giving seven days' notice in writing to the



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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.

- iii) To award similar works on the basis of said contract on mutual agreement with other contractor in case of termination of agreement of the defaulting contractor.

IX. SECURITY DEPOSIT:

- a. On acceptance of the tender, the contractor shall be required to furnish the prescribed noninterest bearing security deposit as per Clause-5 of Tender Document in shape of Bank Guarantee issued from any Nationalized Bank/Scheduled Bank duly executed in favour of District Manager, OSCSC Ltd., _____ within such time as may be allowed, failing which the contract shall be terminated and EMD shall be forfeited.
- b. The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms & conditions of the contract/agreement and on submission of a No Demand Certificate, subject to such deduction from the security as may be necessary for making good of the Corporation's claims against the contractor.
- c. In the event of premature termination of the contract as envisaged in Clause-VII, VIII, XI, the District Manager shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to the claim for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.
- d. The decision of the District Manager in respect of such damage, losses, charges, costs or expenses shall be final and binding on the contractors
- e. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. In the event of that any sum found not sufficient to cover up the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due.


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

- a. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation for any 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 occasioned to the Corporation due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the District Manager regarding such failure or of the contractor and their liability for the losses, etc. suffered by Corporation shall be final and binding on the contractor.
- b. The Corporation shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by them 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 contractors under this or any other contract with the Corporation. In the event of the sum which may be due from the Corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractors shall be deducted from the security deposit furnished by the contractors. If this sum is also found not to be sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation on demand, the remaining balance of the aforesaid sum claimed.
- c. In the event of default on the part of the contractor in providing other services mentioned in the tender paper 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 liquidated damages from the contractor, a sum of such rupees per day or part of a day of the default, as the District Manager in his absolute discretion may determine, subject to the total liquidated damages during the currency of the contract not exceeding 50% of the handling charges. The decision of the District Manager in the matters whether the contractor has committed such default or failed to perform any of such services efficiently and is liable to pay any liquated damages and as to the quantum of such liquidated damages shall be final and binding on the contractor



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XI. SUMMARY TERMINATION:

- a. In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their 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.
- b. The nonperforming/ defaulting contractor may be suspended/ banned from trade relation/ black listed for a period up to 5 years, based on the gravity of non-performance/ default of the contractor, by the Collector whose decision in the matter shall be final and binding.
- c. 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 un-workman like performance of any of the services under the contract.
- d. The contractor shall be responsible to supply adequate and sufficient labours and carrying out any other services under the contract in accordance with the instructions issued by the District Manager or any officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of labours, the District Manager with approval of the Collector shall, at his sole discretion without terminating the contract, be at liberty to engage other labours **at the risk and cost of the defaulting 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 Collector shall be final and binding on the contractor.



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

- a. In case the approved handling contractor fails to perform during currency of the contract due to any reason, the Corporation/Collector shall have right to negotiate with the 2nd lowest tenderer qualified in Technical Bid to operate at the lowest approved rate. In case the 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 undertake the handling operation at the lowest approved rate.
- b. In case no tenderer agrees to undertake the handling operation at the lowest approved rate on exercising the options as detailed above, rates shall be invited from all the tenderers qualified in the Technical Bid in sealed covers. Then selection shall be made at a negotiated rate as would be decided by the Collector keeping in view the prevailing labour rates in the district and in the financial interest of the Corporation **at the risk and cost of the defaulting contractor.**
- c. In case no Handling Contractor gets appointed on exercising both the options as detailed at Clause-XII (a) & (b), the Collector shall go for a fresh tender for appointment of new Handling Contractor for the unexpired period of contract **at the risk and cost of the defaulting contractor.**
- d. In such an event, to prevent dislocation in PDS, the Collector shall avail services of Level-I & Level-II Transport Contractors, as the case may be, for handling operations at RRC-cum-DSCs at the lowest approved rate or any negotiated rate **at the risk and cost of the defaulting contractor.** The respective transport contractor will be responsible for compliance of the provisions of all the labour laws as applicable. This arrangement shall continue till appointment of a new Handling Contractor.

XIII. SET OFF:

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



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XIV. BOOK EXAMINATION:

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

XV. VOLUME OF WORK

- a. Subject as hereinafter mentioned, the Corporation do not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confer a right on the contractor to demand that the work relating to all or any item thereof at the concerned RRC-cum-DSC should necessarily or exclusively be entrusted to him.
- b. The Corporation/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 in between such contractors in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.
- c. The particulars given in the **APPENDIX-I** are intended merely to give the tenderers an idea of approximate quantum of work to facilitate and to meet the own assessment for giving quotation in accordance with condition of the contract.

XVI. REMUNERATION:

- a. The contractor shall be paid the handling charges as per the rates finalized in respect of the services described in Clause – XX and performed by them.
- b. The payment shall be made only for net quantity of foodgrains handled. No payment shall be made on the weight of gunny bags used as container of foodgrains.



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- c. If the contractor is required to perform any service in addition to those specifically provided for in the contract, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed on mutual agreement.
- d. The Contractor will have the right to represent in writing to the District Manager that a particular service which they are 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 contractor's right in this regard will be deemed to have been denied.
- e. 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 Manager with approval of the Collector, whose decision shall be final and binding on the contractor(s).
- f. No shortage shall be allowed to the contractor during handling of foodgrains. In case of any shortages during handling of foodgrains the same shall be recovered from bills/security deposit of the contractor.

XVII. SUBMISSION OF BILLS AND PAYMENT:

- a. The Contractor shall submit bills to the District Manager monthly by 15th of the succeeding month for the work handled in a month. Payment will be made by the District Manager on submission of bills, in duplicate duly supported by work certificate issued by the District Manager or an officer acting on his behalf, as the case may be for the purpose.
- b. The contractor shall submit all their claim bills not later than two months from the date of expiry of the contract so that the refund of the security deposit may be speeded up. In order to facilitate fast disposal of bills, the contractors are advised to submit their bills fortnightly.
- c. The payment shall normally be made by the Corporation within 30 days of submission of complete set of bills. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- d. Payment shall be made on realizing the cost of shortage/ damage at the prescribed rate.



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- e. The contractor shall enclose the copy of Challan form in support of payment of EPF contribution and ESI contribution, wherever applicable, with the successive wage bill to the District Manager failing which the handling bills will not be disbursed. Payment shall be made only after verification of genuineness of the challan by the District Manager.
- f. The payment shall be made through PFMS system.
- g. Income Tax (TDS) shall be recovered from payment and Service Tax if applicable shall be borne by the Handling Contractor/ OSCSC Ltd. as per Service Tax Rules.

XVIII. FORCE MAJEURE:

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

XIX. LAWS GOVERNING THE CONTRACT:

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

XX. SERVICES TO BE RENDERED BY THE CONTRACTOR:

Handling operations required to be performed under the contract have been categorized in two parts viz. Part – I Receipts/Dispatch services and Part – II other services.

Part – I Receipt/Dispatch services –

- a) Unloading of stock from the vehicles of the Level-I or State Level Transport Contractor, carrying by head-loads/change of headload or wherever necessary by using hand-trolleys, carts etc. and stacking in a countable manner inside the godown.
- b) Carrying the procured stock during delivery of CMR by Custom Millers from the platform/weightment scale point by head-loads/change of headload or wherever necessary by using hand-trolleys, carts etc. and stacking in a countable manner inside the godown.
- c) Stack breaking, carrying the stock by head-loads/change of headload or wherever necessary by using hand-trolleys, carts etc. and loading to the



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vehicle of Level-I or Level-II or State Level Transport Contractor of OSCSC or any other Transport Contractor.

The contractor shall arrange required number of labours for quick handling operation.

Part – II Other services as and when required as indicated in detail below shall be rendered by the contractor **without payment of any separate remuneration for such services.**

- a. Stacking of bags containing foodgrains in the Shed/Platform/Ground wherever necessary, as required while performing the services of loading, unloading etc. shall be deemed to be included in the relevant services and no separate remuneration shall be payable for such stacking.
- b. Kacha or interim stacking whether inside or outside the godowns wherever necessary in the services of physical verification and standardization, cleaning, drying, filling etc. shall be deemed to be included in the relevant service and no separate remuneration for such kacha stacking will be paid on any account.
- c. Similarly, carriage of bags whether by change of headloads or by using hand-trolleys, hand-cart or any other mode of carriage, provided by the contractors, shall be deemed to be included in the relevant services and no separate remuneration shall be paid for such carriage.
- d. **WEIGHMENT:**
The Contractor shall, with their labours and scales, weigh such number of bags of foodgrains, as may be required, whenever necessary. No separate remuneration shall be paid for such service. Weighment of foodgrains as described above shall be done in conjunction with any other service like receipt, dispatch/delivery etc. either at godown or anywhere else as directed by the In-charge of RRC-cum-DSC or an officer acting on his behalf.
- e. **PHYSICAL VERIFICATION:**
The contractor shall, with their labour and scales weigh such number of bags of foodgrains as may be required for physical verification and no separate remuneration shall be paid for such service.
- f. **STANDARDISATION:**
The contractor shall, with their labour and scales and under their supervision, standardize such number of bags of foodgrains, as may be required by the In-charge of RRC-cum-DSC or an Officer acting on his behalf. Standardization shall



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be deemed to include carrying bags from stacks to weighing scales, cutting open the mouth of the bags putting bags on the scales, putting in or taking out grains from each bag as may be necessary in order that each bag contains the standard weight of foodgrains as fixed by the In-charge of RRC-cum-DSC or an officer acting on his behalf, removing the bags from the scales; restitching the bags with at-least 16 stitches on each bag, doing kacha stacking inside or outside the godown as and-where necessary, carrying the standardized bags and stacking up to specified height or loading into trucks or any other vehicle as directed. The standardized bags shall be stacked in the same godown or in another godown, as directed by the In-charge of RRC or an Officer acting on his behalf. No separate remuneration shall be paid for such service.

g. FILLING GUNNIES WITH LOOSE GRAINS TO A PRESCRIBED WEIGHT, STITCHING AND STACKING/ LOADING DELIVERY:

Contractor shall, whenever necessary, make heap (or Palla) of any loose grains, sweepings, damaged grains, etc., available in the godowns or anywhere else and fill the same into empty gunny bags. The filled bags shall be carried to scales, bring it to the prescribed standard weight, stitched with at least 16 stitches and stacked or dispatched/delivered, as required.

h. CLEANING:

The contractor shall, as and when required, with their labour, clean the foodgrains, sweepings etc. Cleaning shall be deemed to include destacking the bags, weighing them to ascertain the pre-cleaned weight, carrying them to the place assigned for cleaning, filling the cleaned grains in bags, weighing them to a standard weight prescribed by the In-charge of RRC-cum-DSC or any officer acting on his behalf, stitching the bags firmly with at least 16 stitches and carrying the standardized bags and stacking them up to specified height or loading them into trucks/transport vehicles as directed, collecting the refraction, filling them in bags as directed, weighing them and stacking up to specified height or loading/delivering them as directed. No separate remuneration shall be paid for such service.

i. DRYING OF DAMAGE FOOD GRAINS:

The contractor shall undertake drying of damaged foodgrains, whenever required. Drying shall be deemed to include carrying foodgrains bags, from stacks or anywhere else from the godown, cutting open the mouth of the bags



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spreading the food grains inside or outside the godown and after drying filling loose grains into empty gunnies up to a prescribed weight, stitching and stacking the bags in the same or another godown up to specified height or loading/delivering them as directed. No separate remuneration shall be paid for such service.

j. **REBAGGING:**

The contractor shall rebag loose grains or the contents of unserviceable bags into new bags supplied by the Corporation. Rebagging shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a palla if necessary, filling new bags up to a prescribed weight, stitching them, doing kacha stacking inside or Outside the godowns, as and when necessary, and stacking them up to specified height or delivering/dispatching as directed.

k. **COLLECTION OF SCATTERED BAGS:**

The contractors shall as and when required remove/collect the scattered bags from the godowns and stack them in the same or another godown up to specified height.

l. **BUNDLING OF EMPTY GUNNIES:**

The contractor shall collect the empty gunnies released after various operations, rebagging, cleaning etc; and bundle them into bundles of 25 or 50 each, as directed by the In-charge of RRC-cum-DSC or an officer acting on his behalf. The bundles shall be neatly made to allow verification and the twine required for tying or stitching the outer surface of the bundles shall be supplied by the contractor. The bundles so made, shall be carried to the place assigned for storage of empty gunnies, and stacked in accordance with the instructions of the In-charge of RRC-cum-DSC or an officer acting on his behalf. No separate remuneration shall be paid for such service.

m. Loading/ unloading of Bamboo Mats, crates, tarpaulins, gunny bales or fumigation covers/ meant for covering.

n. Shifting/ transfer of filled bags with grains etc. from one truck/vehicle to another truck/vehicle.

XXI. **DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:**

a. The contractor is required to keep continuous & close liaison with the officials in charge of RRC-cum-DSC, Level-I, Level-II & State Level Transport Contractors, any other Transport Contractor, Custom Millers, District Manager and other



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- officials in respect of programme of handling operation of foodgrains and ensure complete care of the stocks from the time of its handling at godwon till it is loaded to the vehicles of the Transport Contractors or unloading from the vehicles of the Transport Contractors/ Custom Millers to stacking in godown.
- b. The contractor shall always be bound to act with reasonable diligence and in a businesslike manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.
 - c. The contractor shall engage competent and adequate staff and labour to the satisfaction of Corporation for ensuring efficient handling of foodgrains, and furnishing correct and up to date position/ information/ progress of work statement and accounts.
 - d. The contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The District Manager/ RRC-cum-DSC In-charge shall have the right to ask for the removal of any employee of the 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 contractor, their servants or agents or representatives shall be final and binding on the contractor.
 - e. The contractor shall intimate the District Manager or other Officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the contract. It shall be the duty of those representative(s) to call at the RRC-cum-DSC in-charge or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about the programme of arrivals of foodgrains at RRC-cum-DSC and to report the progress of work, etc and generally to take instructions in the matter.
 - f. The contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the foodgrains stock during handling at the RRC-cum-DSC. The contractor shall be liable for any loss which the Corporation may suffer from any loss in quantity and quality of stock handled by him. The decision of the District Manager on such loss shall be final and binding on the contractor.
 - g. The handling contractor shall be responsible for the safety of the foodgrains in course of handling. They shall take precautions to ensure that the foodgrains is



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- not damaged while handling. They shall be liable to make good the value of any shortage, wastage, losses or damage to the foodgrains during handling as prescribed by the OSCSC Ltd.
- h. The Handling Contractor shall carry adequate number of weighing scale for weightment of stock in case of necessity.
 - i. The contractor shall provide their own planks and supporting bags to serve as ladders for the purpose of loading/unloading into/from trucks/carts or stacking. No filled bags with foodgrains shall be used in the operation.
 - j. The Handling Contractor shall ensure that labours do not use large hooks for handling foodgrains bags at any stage. The use of hooks other than those, if any, approved by the Corporation shall render the contract liable for cancellation. The 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.
 - k. The contractor shall be required to re-stack the bags without payment of any extra charges if the directions for stacking the bags are not observed by them or if the stacking is faulty and not to the satisfaction of the In-charge of the RRC-cum-DSC.
 - l. The contractor shall also be responsible for any loss which the Corporation may suffer on account of the bags not being properly stacked. In case the falling of stacks happens to be within three months from the date of original Stacking of bags and for such restacking of bags, no remuneration shall be allowed to the contractor. The decision of District Manager regarding such loss shall be final and binding on the contractors.
 - m. The contractor shall at the time of standardization, cleaning etc; ensure that the mouth of each bag is cut open cautiously and with utmost care, so as to avoid any damage or loss to the bags and wastage of foodgrains. The contractor shall be liable for any loss to the Corporation on this account and the decision of the District Manager in the matter shall be final and binding on the Contractor.
 - n. In carrying out the various operations involving carriage of bags inside or, outside godowns, it is desirable that the use of wheeled contrivances like hand trolleys are progressively introduced for the alleviation of the lot of the labours. Such hand trolley or wheeled contrivances will be supplied to the labours by the contractors at their own cost. No extra remuneration, whatsoever for the use of



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hand trolleys etc. for carriage of bags shall be payable as it shall be deemed to be included in the rates provided for the relevant services.

- o. The 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.
- p. The contractor shall, whenever required, supply petromax lamps for carrying out work during night.
- q. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and un-workman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damage to foodgrains and for all damages or losses occasioned to the Corporation or in particular to any property or plank belonging to the Corporation due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the District Manager regarding such failure of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.
- r. The contractor shall guarantee the handling 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.
- s. The contractor shall make video graph of the handling operations at the RRC-cum-DSCs as per direction of the District Manager, OSCSC Ltd. and furnish the soft copy to the District Manager along with claim bill.
- t. Failure to comply any or all of the conditions of the agreement shall render the contractor to liquidate damages on account of such failure in addition to forfeiture of the security money in full or in part. The Corporation/Collector also reserves the right to take recourse to any legal action against defaulting contractor in addition to forfeiture of security money and liquidated damages.

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



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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.



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(Signature of the Tenderer)

APPENDIX-II
CHECKLIST
DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID

Sl. No.	Name of the Document	Put "✓" mark
1	Earnest Money Deposit (EMD) and cost of tender paper/ copy of money receipt	
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 handling of food grains (In the model format as at Annexure-3)	
	Or	
*5	Undertaking in lieu of the prescribed experience Affidavit mentioning that s/he / firm / company is neither blacklisted nor any criminal or vigilance case is pending against the tenderer (In the model format as at Annexure-4)	
6	Declaration in the format given at Annexure-5	
7	Certified copy of Partnership Deed/ Articles of Association/ Memorandum of Association/ Certificate of Registration, as applicable	
8	Registered Power of Attorney in submitting the tender paper on behalf of the Partnership firm/ Company	
9	Statement of Bank Account for last three months preceding to publication of Tender Call Notice	
10	Copy of the latest Income Tax Return for the financial year 2017-18 and copy of PAN Card.	
11	Copy of duly audited Balance Sheet, P & L Account of preceding three financial years (2015-16, 2016-17 & 2017-18)	
12	Copy of the labour license issued under the provisions of "The Contract Labour (Regulation & Abolition) Act, 1970"	
13	Copy of EPF Code Number	

N.B. –

*All documents mentioned above except at **Sl. No.5** have to be self-attested by the Tenderer. **Sl. No.5** shall be submitted in original.

Date:

Place:

Signature of Tenderer/ Authorized person

Name:

Seal:


(Signature of the Issuing Officer)

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APPENDIX-III

(Reference Clause – VI of the terms and conditions governing the contract.)

I. WAGE BOOK AND WAGE SLIPS ETC: -

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

II REGISTER OF UNPAID WAGES: -

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

- a) Full particulars of the work whose wages have not been paid.
- b) Reference number of the Muster Roll with wage Register.
- c) Rate of wages.
- d) Wage period.
- e) Total amount not paid.


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(Signature of the Tenderer)

- f) Reasons for not making payment
- g) How the amount of unpaid wages was utilized.
- h) Acquaintance with dates.

III. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES: -

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

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

IV. REGISTERS OF FINES ETC: -

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

V. PRESERVATION OF REGISTERS: -

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


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(Signature of the Tenderer)

APPENDIX – III (a)

TEMPORARY CONTRACT LABOUR'S EMPLOYMENT CARD



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

Signature of the Contractor/
Authorized Representative


(Signature of the Issuing Officer)

(Signature of the Tenderer)

Back Side of the Card

Countersigned by

District Manager, OSCSC Ltd.,

Valid from _____ to _____

(Ref. No. _____)

District Manager

OSCSC Ltd., _____

Place:

Date:



(Signature of the Issuing Officer)

(Signature of the Tenderer)

TENDER SUBMISSION UNDERTAKING

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

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
month) _____

8. Address & Telephone Number of Banker: _____

(Signature of the Issuing Officer)

(Signature of the Tenderer)

9. PAN No. & year of filing the latest return: _____
10. Registration No in the case of Company: _____
11. Additional information, if any _____

(Attach separate sheet, if required)

To:

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

Dear Sir,

I/We submit the sealed tender for appointment as handling contractors at
..... District.

2. I/We have thoroughly examined and understood instructions to tenderers, terms and conditions governing contract given in the notice inviting tender, invitation to tender titled as General Information, instructions to tenderers and those contained in general conditions of contract and its appendixes, and schedules and agree to abide by them.
3. I/We would like to commit that in case of any difference/ variation in the rates quoted, between figures and in words, only the lower of the two rates quoted either in figures or in words shall be construed as correct and valid. If any correction/ overwriting has not been authenticated by me by my full signatures, my tender be declared null and void.
4. I/We agree to keep the offer open for acceptance up to a period so decided by the District Manager. I/We shall be bound by communication of acceptance of the offer dispatched within the time and I/We also agree that, if the date up to which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.
5. In the event of my/ our tender being accepted, I/We agree to furnish a security deposit as per terms of the tender.
6. I/We do hereby declare that the entries made in the tender and annexures/ schedules attached therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri _____ whose signature is appended hereto in the space specified for the purpose and of any


(Signature of the Issuing Officer)

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other person who in future may be appointed by me/us instead to carry on the business of the concerned, whether any intimation of such change is given to the District Manager, OSCSC Ltd. or not.

7. I hereby declare that no contract entered into by me, my Firm/Company with the Corporation or State/Central Government PSU, State/ Central Government Agencies or State Government/Central Government, has been terminated before the expiry of the contract period at any point of time during the last five years.
8. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any contract entered into by me/my firm/company/us with Corporation or State/Central Government PSU State/ Central Government Agencies or State Government/Central Government during last 5 years.
9. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.
10. Required documents as per APPENDIX-II (Checklist) are enclosed with this tender duly filled and signed.

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

Yours faithfully,

Signature of tenderer
Capacity in which signing

Signature of constituted attorney

Name :
Address :
Date :

Name, date of birth
And address of attorney :

Signature of witness with date :

Name and address of witness :


(Signature of the Issuing Officer)

Capability Certificate

Bank:
Branch:

Phone No.

E Mail

Letter No.

Date

To
District Manager,
Odisha State Civil Supplies Corporation Ltd.

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


(Signature of the Issuing Officer)

(Signature of the Tenderer)

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

I, Sri/Smt. _____ aged about _____
S/o./D/o./W/o. _____ Proprietor/Partner/
Director of M/s. _____ At- _____
Po _____, P.S- _____, Dist- _____ do
hereby solemnly affirm and state as follows:

- 1) That pursuant to the tender call notice dt. _____ of OSCSC Ltd. for appointment of Handling Contractor, 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 authorities of District Manager, OSCSC Ltd.,
- 5) That the facts stated above are true to the best of my knowledge and belief.

Identified by me

Deponents

Advocate

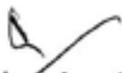
The above deponent being present before me & duly identified by Sri _____ Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent

***Strike out whichever is not applicable.**

Executive Magistrate/

Notary Public _____


(Signature of the Issuing Officer)

(Signature of the Tenderer)

DECLARATION TO BE FURNISHED BY THE TENDERER ALONGWITH TENDER DOCUMENT

I _____ hereby declare that I have participated/ shall participate in the tender for appointment as Handling Contractor of OSCSC Ltd. in the following districts.

Sl. No	Name of the districts

I am aware that as per terms and conditions of the tender I will not be appointed as Handling Contractor in more than 01 (one) district.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

PART-II

PRICE BID

SCHEDULE OF RATES (SOR)

Sl. No.	Handling Service	Rate per Qtl.
a	Unloading of stock from the vehicles of the Level-I or State Level Transport Contractor, carrying by head-loads or by using hand-trolleys, carts etc. and stacking in a countable manner inside the godown	8.00
b	Carrying the stock during delivery of CMR by Custom Millers from the platform/weightment scale point by head-loads or by using hand-trolleys, carts etc. and stacking in a countable manner inside the godown	6.00
c	Stack breaking, carrying the stock by head-loads or by using hand-trolleys, carts etc. and loading to the vehicle of Level-I or Level-II or State Level Transport Contractor	8.00

N.B.

Collection of spillages, foodgrains, cleaning of stock, bagging as per the standard weight, stitching as per specification for utilization under PDS, weightment etc. as indicated in detail at Clause- XX of Technical Bid shall be rendered by the contractor without payment of any separate remuneration for such services.

I/We have thoroughly examined and understood instructions to tenderers, terms and conditions of contract as given in the tender paper titled as General Information to tenderer and those contained in general conditions of contract and its annexure, appendices, and schedules and agree to abide by them.

I/We offer to work on following rates which includes all taxes, duties, cess etc.

- i) At the rates given in the schedule of rates for services (SOR), or
- ii) At..... percent (.....indicate percentage in words) above the rates given in the schedule of rate for services (ASOR), or
- iii) At..... percent (.....indicate percentage in words) below the rates given in the schedule of rates for services (BSOR).

and it is confirmed that no other charges would be payable to me/us.

(Choose any one option only from the above 03 options and put a '✓' mark against the desired option in the check box. In case of opting for option (ii) or (iii), mention the desired percentage along with putting a '✓' mark)


(Signature of the Issuing Officer)

(Signature of the Tenderer)