

ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED

District.....

Tender No. _____/Date _____

TENDER DOCUMENTS

Tender Documents comprising **42** pages (including annexures and appendix) are issued in duplicate, out of which one copy to be retained by the tenderer & the other copy be sent to District Manager, OSCSC Ltd, ----- strictly through Regd. Post/Speed post/Courier Service only.

Cost of Tender Paper – Rs. 1000/- (Rupees one thousand only) inclusive of VAT.

INVITATION TO TENDER & INSTRUCTION TO TENDERERS

FOR

APPOINTMENT OF Handling Contractor (labour works) for handling of paddy at Paddy Purchase Centers (PPCs) run by OSCSC Ltd., PACS, WSHG and Pani Panchayat in district of the State of Odisha

(i) **Last date and time of receipt of Tender papers Dt-----up to.....**

(ii) Tenders are to remain open for acceptance within 45 days inclusive of date of tender for opening.

Note: - The Collector of the district may at his own discretion, extend this day by 15 (fifteen) days and such extension shall be binding on the tenderers.

(iii) **Tender Papers to be opened on dt-----at-----**

(iv) 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.

1. GENERAL INFORMATION

A. Places of Operation and brief description of work:-

Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.) intends to appoint handling contractor (labour works) for handling of paddy at Paddy purchase Centers run by OSCSC Ltd., PACS, WSHG and Pani Panchayat in district of the State of Odisha

The tenderers shall be fully acquainted with the past trend of paddy procurement volume and number of PPCs operated in the district. The tenderer may go through the

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procurement of the district block wise, number of purchase centres operated in the last KMS 2015-16 as at **Annexure-1**. However as per the decision of DLPC of the district, procurement during KMS 2016-17 may change which in turn will result in change in the number of PPCs and paddy procurement volume. Besides, DLPC may consider the procurement by WSHG/PP to be made at PPCs of nearby PACS. Only in case of emergencies, OSCSC may directly procure paddy through its own PPCs from the farmers. In this backdrop, the number of PPCs, procurement days and quantum of procurement may increase or decrease compared to KMS 2015-16. In such a situation, the contract shall not be rendered invalid and 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 PPCs and procurement volume.

The Tenderers must get themselves fully acquainted with the handling operation at paddy purchase centres to be taken up during paddy procurement, PPCs, their location and quantum of work before submission of tender and accordingly quote their rate for various mandi operations as mentioned below.

Handling operation at mandi or paddy purchase centres includes heaping of paddy brought by farmers, filling and rebagging, weighment, stitching of bags, unloading from scales, temporary stacking of paddy, destacking and loading of paddy to miller's vehicles, which are the responsibility of the **Handling Contractor**. Unloading of paddy from vehicles of the farmers is the responsibility of the farmer.

B. BIDDING PROCESS

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.

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.

⇒ **FIRST** Sealed Envelope will contain only the EMD. This envelope should be marked : "**PART-I – EMD**"

⇒ **SECOND** Sealed Envelope will contain the Technical Bid. This envelope should be marked : "**PART-II – TECHNICAL BID**"

⇒ **THIRD** Sealed Envelope will contain the **FORMAT FOR QUOTING THE RATES**. This envelope should be marked “**Part-III – PRICE BID**”.

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

⇒ 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 days 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.

C. OTHERS

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.

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

(a) The block of district is the unit for the purpose of this tender. One tenderer may apply for more than one block for handling operation at mandis or paddy purchase centres. The tenderer, if selected can be appointed in more than one block of the district.

(b) Tenderer can participate in tender in more than one district, but cannot be appointed in more than one district. He/She is required to submit declaration about districts where the tenderer has participated/intend to participate, as per format at **Annexure-5**. Before execution of agreement the tenderer shall submit an affidavit declaring that he has not been appointed as handling contractor in any other district.

(c) The tenderer is to quote one rate for a block which will be applicable for all the PPCs of that block.

- (d) The tenderers must furnish full, precise, correct and accurate details in respect of information asked for in the tender documents.
- (e) **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 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. Attested copy of the partnership deed shall be furnished with the tender papers. In case of a limited company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the limited company. A copy of the Memorandum and Articles of Association of the Company along with copy of the resolution of the company authorizing the person who will sign the tender paper on behalf of company shall be attached to the tender document.
- (f) 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.

The "Power of Attorney" shall be executed by all the partners in the case of partnership concern; by the proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a limited company.

2. **EARNEST MONEY DEPOSIT (EMD):**

- i. Each tender must be accompanied by an EMD of **Rs.10,000/- (Rupees Ten thousand)** only per block in form of crossed Demand Draft issued by any Nationalized Bank/ Scheduled Bank and drawn in favour of District Manager,

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OSCSC Ltd.,-----, payable at -----. Tender Papers not accompanied by the required EMD shall be summarily rejected.

- ii. 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 of 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.
- iii. Earnest money shall be forfeited in the event of the tenderers 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.*
- iv. 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.

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

3. Security Deposit:

- a) The successful tenderers shall furnish security deposit of **Rs.50,000/- (Rupees Fifty thousand)** per block within a week of acceptance of his tender for handling of paddy at paddy purchase centres.
- b) The Security Deposit shall be non interest bearing and 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 for period of one year from the date of execution of agreement.

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- c) 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.

4. Delivery of Tender Documents:

- a) The tenderers should submit tender documents duly filled in, complete and signed on each page in a sealed envelope being superscribed as “**Tender for appointment of Handling Contractor at PPC**” 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. *All tender documents are required to be sent strictly through Regd. Post / Courier Service / Speed Post only. Tender documents sent other than the above mode shall not be entertained in any circumstances.*
- b) 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. 1000/- only (Rupees one 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 -----
- c) All credentials, documents and copies of certificate / information called for shall be submitted along with the Tender papers.
- d) 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.
- e) **Price Bid** as at **Appendix-IV** containing the rates for handling of per quintal paddy at Paddy Purchase Centres shall be submitted with tender papers.

5. Opening of Tenders:

The tender papers shall be opened in at OSCSC Ltd.,(district) on the date and time indicated. 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.

Quoting of lowest rate does not confer any right for selection of handling contractor at the rate quoted. Corporation reserves the right to negotiate with the tenderers to select Handling contractor at suitable rate.

6. Quoting of same rates by more than one tenderer

Quoting of same rates (L-1 only) by more than one tenderer, could be construed as an exceptional circumstance. In such cases, all the tenderers who have quoted the lowest rates shall be called for negotiation and revised rates shall be invited in the sealed cover from the concerned tenderers present and the same shall be opened in the presence of tenderers. L-1 rate shall be declared based on the revised rates received from the tenderers present.

7. **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.

8. **Interviews and acceptance of tender:** The tenderers are required to proceed to office of CSO-cum-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 awaiting for the post copy in confirmation.

9. **Execution of Agreement:**

The successful tenderer shall enter into an agreement with the District Manager, OSCSC Ltd.,(district) in the prescribed format. 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. 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 rescinded solely at the discretion of District Manager, OSCSC Ltd.....(district). In such case the Earnest Money Deposit of the tenderer shall stand forfeited.

10. In case of any clear indication of cartelization, the Tender Committee shall reject the tender(s) and forfeit the EMD.

11. If the information given by the Tenderer in the Tender Document and its Annexure and Appendices is found to be false/incorrect at any stage, Corporation 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.

District Manager
OSCSC Ltd.,.....

DETAILED TERMS AND CONDITIONS FOR APPOINTMENT OF HANDLING CONTRACTORS FOR HANDLING OF PADDY AT PADDY PURCHASE CENTRES

T E C H N I C A L B I D

Odisha State Civil Supplies Corporation Ltd., ----- intends to appoint handling contractor (labour works) for handling of paddy at Paddy purchase Centers run by OSCSC Ltd., PACS, WSHG and Pani Panchayat in district of the State of Odisha during Kharif Marketing Season 2016-17.

I. Definitions: -

- i) The term “**Contract**” shall mean and include the notice inviting tender, the invitation to tender, incorporating the instruction to tender, the tender documents, its annexures and schedules, acceptance of tender and such general and special conditions as may be added to it as & when required.
- ii) 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;
- iii) 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.
- iv) 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.
- v) “**Govt.**” Means Govt. in Food Supplies & Consumer Welfare Department of Govt. of Odisha, Bhubaneswar.
- vi) ‘**District Manager**’ shall mean the District Managers of the OSCSC, working in Revenue District.
- vii) “**Paddy Purchase Centre**” shall mean the place where paddy will be purchased on behalf of OSCSC Ltd. which includes the storage place for interim storage of paddy.
- viii) “**PACS**” shall mean the Primary Agricultural Co-operative Society including Service Co-operative Societies, Large Sized **Multi Purpose Adivasi Co-operative Society & Farmers Co-operative Society**.

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- ix) **“WSHG”** shall mean the Women Self Help Group registered and authenticated as stipulated by the Govt. in FS & CW Deptt.
- x) **“KMS”** shall mean Kharif Marketing Season which begins on 1st October of a year and ends on 30th September of next year.
- xi) **“Pani Panchayat”** shall mean the Pani Panchayat registered and authenticated as stipulated by the Govt. in FS & CW Deptt.
- xii) **“Handling Contractor”** shall mean & include a contractor appointed by the District Manager, OSCSC Ltd. for handling paddy at paddy purchase centers.
- xiii) **“Weighment”** shall mean weighment of paddy with gunny bags.
- xiv) **“Family’** shall mean husband / wife, unmarried son/daughter, married son living in the same mess (including adopting children & dependants parents).
- xv) **“Commercial Relationship”** shall mean partnership, relation of a tenant / land lord or co-owner of transport vehicle. Any person who himself or whose family members have commercial relationship with another person having a separate trade / business dealing with rice.

II. **Prerequisites for submission of tender paper**

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

- i. No person shall be appointed as a Handling Contractor under this tender process, if s/he or any of her/ his family members is a custom miller of OSCSC Ltd. under DCP scheme for which s/he intends to apply under this tender. The tenderer shall have to submit the above declaration in shape of an affidavit in the prescribed format as at **Annexure-4**.
- ii. 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 work of value of Rs. 25.00 lakhs in last three financial years i.e. for 2013-14, 2014-15 & 2015-16

In case any tenderer has no requisite experience he may participate in the tender process , but he has to furnish additional security deposit of 50% of security money.

(Turnover shall be calculated in toto for the said three financial years).

The tenderers shall furnish experience certificate in the prescribed proforma enclosed at Annexure-2 from the concerned organisation.

- iii. The tenderer shall furnish an affidavit in the prescribed format (enclosed at **Annexure-3**) 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.
- iv. The selected tenderer shall submit the copies of the labour license and registration certificate from Competent Authority as required under the provisions of “**The Contract Labour (Regulation & Abolition) Act, 1970**” before execution of Agreement.
- v. 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.
- vi. The tenderer shall furnish Xerox copies of duly audited balance sheet, P & L account of preceding three financial years i.e. 2013-14, 2014-15 & 2015-16.
- vii. The tenderer shall enclose statement from his banker for his financial transactions for last three months preceding to the publication of Tender Call Notice.

III. **Parties to the Contract:**

- i. The Parties to the contract are the Contractor and the OSCSC, represented by its Managing Director / or any other officer authorized and acting on his behalf.
- ii. 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, on enquiry, 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.

- iii. Notice or any other action to be taken on behalf of the OSCSC may be given / taken by the District Manager, OSCSC Ltd..... or any other officer so authorized and acting on his behalf.

IV. **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 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 shall have the right to terminate the contract, if it deems so fit.

V. **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 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.

VI. **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.

VII. **Liability for Personnel:**

- a) All persons employed by the contractors shall be treated as their own employees / workers in all respects and the responsibility under the Workmen's Compensation Act 1923; Employees Provident Fund Act 1952; Maternity Benefit Act 1961; Contract Labour (Regulation & Abolition) Act 1970; Payment of Gratuity Act 1972; Equal Remuneration Act 1976; ESI Act 1948; Minimum Wages Act 1948 or any other similar enactments and rules made there under with upto date amendments in respect of all such personnel shall be that of the contractor. The contractor shall be bound to indemnify the Corporation against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act, 1923 or any statutory modification thereof, or otherwise for in

respect of any damage or compensation payable in consequence of any accident or injury sustained by any 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, 1952, and the scheme framed there under in respect for the labour employed by him. The contractor shall recover the amount payable by such employees under the statute and deposit the same with concerned PF 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 contractor shall be bound to reimburse to the Corporation the amount of such contribution made by it. 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.

The Contractor shall also maintain prescribed records under PF Act. and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act, 1952 and the scheme framed there-under, prescribed and / or when demanded for inspection to the Officers of the Regional Provident Fund Commissioner and to the District Manager, OSCSC Ltd.....(district) or any Officer authorized by him or acting on his behalf.

- c) In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Governments./ Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions 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.
- d) Notwithstanding the fact, whether the said legislations, enactments or any statutory modifications thereof are applicable or not to the employees / workers employed by the contractor, he 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 at the time of inviting tenders for the work.** 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 necessary records and registers like wage book and wage Slip etc. Register of unpaid wages and Register of Fines and Deductions etc.

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 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 VII (d) (i) to (iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The 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-fulfillment 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 VII (a) and VII (b).

VIII. **Bribes, Commission, Corruption etc:-**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or any one of their partners / Directors / Agents or servant or any one-

else on their behalf to any officer, servant, representative or agent of the Corporation or any person on his or their behalf for showing or for bearing favour or disfavour to any person in relation to the contract, shall be subject to the cancellation of this contract or any other contract with Corporation also to payment any loss or damage resulting from such cancellation by the contractor.

IX. Period of Contract:-

The contract shall remain in force for a period starting from 01.01.2017 to 30.06.2017 covering Kharif and Rabi season (if Rabi procurement is made) procurement in the district during KMS 2016-17. However the District Manager at his sole discretion, reserves the right :-

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

X. Summary Termination:-

- i. The non performing /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 District Manager, OSCSC Ltd., ----
----- whose decision in the matter shall be final and binding.
- ii. The District Manager 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 contractors 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.

- iii. The contractor shall be responsible to supply adequate and sufficient labourers 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 labourers, the District Manager shall, at his sole discretion without terminating the contract be at liberty to engage other labourers at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the District Manager shall be final and binding on the contractor.

XI. Disqualification

- i) 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.
- ii) 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.
- iii) Tenderer whose earnest money deposit and/or security deposit has been forfeited by Corporation or any State/Central Government PSU, State / Central Government Agencies or State Government/Central Government, during the last 5 years will be ineligible.
- iv) 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 and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible.
- v) 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.

- vi) Any person/firm/company whose EMD was forfeited on serious / grave ground in the past by State/Central Government PSU, State / Central Government Agencies or State Government/Central Government shall not be qualified.
- vii) A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.
- viii) District Manager 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.
- ix) No person shall be appointed as a Handling Contractor under this tender process, if s/he or any of her/ his family members is a custom miller of OSCSC Ltd. under DCP scheme.

XII. Security Deposit:

- i. On acceptance of the tender, the contractor shall be required to furnish the prescribed noninterest bearing security deposit of **Rs.50,000/- (Rupees Fifty thousand)** for each block 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.
- ii. 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.
- iii. In the event of premature termination of the contract as envisaged in Clause-viii & ix, 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.

- iv. The decision of the District Manager in respect of such damage, losses, charges, costs or expenses shall be final and binding on the contractors.
- v. 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.

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

- i. 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.
- ii. In the event of default on the part of the contractor in providing labourers etc. and / or their failure to perform any of the services mentioned in this document efficiently and to the entire satisfaction of the District Manager or any officer acting on his behalf, the District Manager shall, without prejudice to other rights and remedies under this agreement, have the right to recover the same by way of compensation 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 compensation/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 compensation/liquidated damages and as to the quantum of such compensation/liquidated damages shall be final and binding on the contractor.

XIV- 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.

XV 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.

XVI Volume of Work

- i. 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 specified PPC should necessarily or exclusively be entrusted to him. The Corporation 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.
- ii. The particulars given in the **Annexure-1** 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.
- iii. In case the approved handling contractor fails to perform during currency of the agreement due to any reason, the Corporation shall have the right

to rescind contract forthwith and/or take any other steps including imposition of penalty to the contractor. In that event the Corporation shall have the right to appoint either the L₂ or any other contractor from among the selected handling contractor who may be found suitable to perform the work in time at mutually agreed rates.

- iv. The District Manager shall also have the right to appoint handling contractor(s) from among the selected handling contractor(s) for the district on negotiation, where no handling contractor(s) selected for handling of paddy in the tender process.

XVII Remuneration:-

- i. The contractor shall be paid the handling charges as per the rates finalized in respect of the services described in Para XXII and performed by them.
- ii. The payment shall be made only for net quantity of paddy handled. No payment shall be made on the weight of gunny bags used as container of paddy.
- iii. 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.
- iv. 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.
- v. 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, whose decision shall be final and binding on the contractor(s).
- vi. No shortage shall be allowed to the contractor during handling of paddy. In case of any shortages during handling of paddy the same shall be recovered from bills/security of the contractor.

XVIII Submission of bills and Payment:-

- i. The Contractor shall submit bills to the District Manager monthly by 7th 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 Secretary, PACS/LAMPCS or as may be prescribed by District Manager for the purpose.
- ii. 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.
- iii. 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.
- iv. The payment shall be made through cheque/e-payment system

XIX Income Tax (TDS) shall be recovered from payment and Service Tax if applicable shall be borne by the Handling Contractor / OSCSC as per Service Tax Rules.

XX Delays, Strikes etc: -

The contractor shall be responsible for delays which may arise on account of any reasons. 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.

XXI. Laws governing the contract:-

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

XXII. Services to be rendered by the contractor:-

The handling contractor shall provide following services:

1. The handling contractor shall engage required labourers in paddy purchase centre in each mandi day in consultation with the Purchase Officer.
2. The labourers are to:
 - I. Heap paddy after unloading of paddy bags by the farmers from their vehicle.

- II. Re-bag and stitch the paddy bags after sample test by the Quality Analyst/authorized person engaged by the PACS/WSHG/PP
- III. Weigh the paddy bags under the supervision of Purchase Officer and millers/millers representatives tagged to the societies.
- IV. Unload the bags from the weighing scale
- V. Stack the paddy bags at temporary storage point.
- VI. Load the paddy bags already weighed to the vehicle of millers.

XXIII. Duties and Responsibilities of the Contractor

- i. The contractor is required to keep continuous & close liaison with the officials in charge of Paddy Purchase Centers, District Manager and other officials in respect of programme of handling operation of paddy and ensure complete care of the stocks from the time of its heaping till it is delivered to the vehicles of the millers.
- ii. 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.
- iii. The contractor shall engage competent and adequate staff and labour to the satisfaction of Corporation for ensuring efficient handling of paddy, and furnishing correct and up to date position/information/progress of work statement and accounts. 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/PPC 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.
- iv. 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 PPC

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 paddy at PPC and to report the progress of work, etc and generally to take instructions in the matter.

- v. The contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the paddy stock handling, during at the PPC. 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.
- vi. The handling contractor shall be responsible for the safety of the paddy in course of handling. They shall take precautions to ensure that the paddy is not damaged while handling. They shall be liable to make good the value of any shortage, wastage, losses or damage to the paddy during handling as prescribed by the OSCSC Ltd.
- vii. 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.
- viii. The contractor shall, whenever required, supply petromax lamps for carrying out work during night.
- ix. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractors', negligence and un-workman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damage to rice and for all damages or losses 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.

- x. District Manager, 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.
- xi. The selected contractor shall be required to execute an agreement with the District Manager in the prescribed form within the time as may be prescribed by the Corporation. 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 also reserves the right to take recourse to any legal action against defaulting contractor in addition to forfeiture of security money and liquidated damages.
- xii. The tenderer 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.
- xiii. The selected contractor shall make video graph of the handling operations at the PPCs as per direction of the District Manager, OSCSC Ltd. and furnish the soft copy to the District Manager along with claim bill.

XXIV. JURISDICTION OF THE COURT

- i. 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 be competent to bring any case/suit in regard to the matters covered by this agreement at any place outside concerned revenue district.
- ii. It is expressly agreed & declared by & between the parties hereto that all amounts due to the Corporation under terms of agreement, if not paid in time be recoverable under Odisha Public Demand Recovery Act-1962 (Odisha Act-1 of 1963) or through 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 within the State of Odisha following the provisions of Law in force.

APPENDIX-I

TECHNICAL BID

FOR APPOINTMENT OF HANDLING CONTRACTORS FOR HANDLING OF PADDY
AT PPCs/MANDIs

Space for affixing self attested recent passport size photograph

- 1 Name of 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 _____

(Signature of the Issuing Officer)

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(Signature of the Tenderer)

Coordinate with the office of the _____
CSO-cum-District Manager

7 Banker of the Tenderer: _____
(Attach certified copy of statement of _____
A/c for the last three month) _____
Address & Telephone Number of
Banker _____

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

9 Registration No in the case of Company: _____

10 Additional information, if any
(Attach separate sheet, if required)

I do hereby undertake that, I have read entire terms and conditions of the tender document and I/ we shall abide here by the terms and conditions contained therein. I have quoted the consolidated rate for all the handling operation as specified at Para-A of the General information of the Tender Paper. I have enclosed the required documents duly signed and attested by the Notary Public as specified in **Checklist (Appendix-II)**.

Date:
Place:

Signature of Tenderer / Authorized person
Name:
Seal:
Telephone No.
Mobile No.
Email address :

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

SI No.	Name of the Document	Put “ √ ” mark
1	Tender paper & Tender document including Technical Bid and Price Bid	
2	Cost of Tender Paper/copy of money receipt	
3	Earnest Money Deposit (EMD)	
4	Certified copy of Partnership deed/Articles of Association /Memorandum of Association as applicable.	
5	Copy of Certificate of Registration wherever applicable	
6	Authorization letter in submitting the Tender Paper on behalf of the Partnership firm / Company	
7	Certificate of experience (In the model format as at Annexure-2)	
8	Copy of the latest Income tax return and copy of PAN Card.	
9	Affidavits in the model format as at Annexure-3	
10	Affidavit in model tender format as at Annexure-4	
11	Statement of Bank Account for last three months preceeding to publication of Tender Call Notice.	
12	Xerox copy of Duly audited Balance sheet, P & L Account of preceding three financial years (2013-14, 2014-15 & 2015-16)	
13	Photocopy of the Labour License issued under the provisions of The Contract Labour (Regulation & Abolition) Act, 1970	
14	Declaration in the format given at Annexure-5	

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

Date:

Signature of Tenderer / Authorized person

Place:

Name:

Seal:

(Signature of the Issuing Officer)

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(Signature of the Tenderer)

APPENDIX-III

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

I. WAGE BOOK AND WAGE SLIPS ETC:-

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

II REGISTER OF UNPAID WAGES :-

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

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

(Signature of the Issuing Officer)

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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 **REGISTER OF FINES ETC:-**

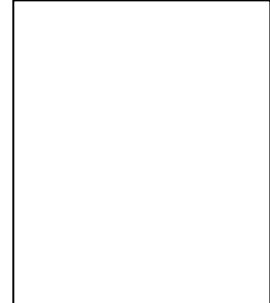
- i) The contractor shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss in form No. 1 and 2 as per Appendix -III(b) and III(c) respectively which should be kept at the place work..
- ii) The contractor shall maintain both in English and the local Language, 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.

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 OSCSC Contractor _____
6. Valid*
(* Period of the Contractor) Form _____ to _____

Signature of the Contractor /

Authorized Representative

Back Side of the Card

Countersigned by

District Manager, OSCSC Ltd.,

Valid from _____ to _____

(Ref. No. _____)

District Manager

OSCSC Ltd., _____

Place :

Date :

CSO-cum-District Manager,

OSCSC Ltd. _____

Tender No. _____

Date: _____

FORM -I

APPENDIX - III (b)

REGISTER OF FINES

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

(Signature of the Issuing Officer)

(Signature of the Tenderer)

Tender No. _____

Date: _____

FORM- II

APPENDIX - III (c)

REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE NEGLIGENCE OR DEFAULT OF THE CONTRACT LABOURERS

Sl. No.	Name	Father's / Husband's name	Sex	Department	Damage of loss caused with date	Whether worker show caused against deduction, if so, enter date	Date and amount of deduction imposed	Number of instalment, if any	Date on which total amount realized	Remarks

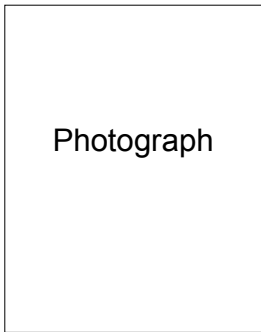
(Signature of the Issuing Officer)

(Signature of the Tenderer)

APPENDIX – V

Tenderer's

- i) Telephone No. (Mobile & Land Line).
- ii) E-mail ID



From:-

.....
.....
.....

To

The CSO-cum-District Manager,
Odisha State Civil Supplies Corporation Ltd.,.....

Dear Sir,

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

- 2. I/We have thoroughly examined and understood instructions to tenderers, Terms and conditions of 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 upto and inclusive of 45 days and to the extension of the said date by fifteen days more, in case it is so decided by the

(Signature of the Issuing Officer)

(Signature of the Tenderer)

Collector. 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 upto 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. Demand draft No..... dt..... On (Name of Schedule Bank), for Rs..... (Rupees) only is enclosed as earnest money. 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 appendixes/ schedules attached therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/us instead to carry on the business of the concerned, whether any intimation of such change is given to the District Manager, OSCSC Ltd. or not.
7. I hereby declare that no contract entered into by me, my Firm/Company with the Corporation or State/Central Government PSU, State / Central Government Agencies or State Government/Central Government, has been terminated before the expiry of the contract period at any point of time during the last five years.
8. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any contract entered into by me/my firm/company/us with Corporation or State/Central Government PSU State / Central Government Agencies or State Government/Central Government during last 5 years.
9. I hereby declare that I have not been 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. The following documents are enclosed with this tender duly filled and signed : -
 - 1)
 - 2)
 - 3)

(Signature of the Issuing Officer)

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(Signature of the Tenderer)

4)

5)

6)

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 or summarily terminate the contract, 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 :

BLOCK WISE PADDY PROCURED IN KMS 2015-16

Name of the District: _____

Sl. No	Name of the Block	Paddy procurement in KMS 2015-16			
		Kharif		Rabi	
		No. of PPC	Paddy procured in Qtl.	No. of PPC	Paddy procured in Qtl.

(Signature of the Issuing Officer)

(Signature of the Tenderer)

Experience Certificate

This is to certify that as per information available on record, M/s_____ of _____ (full address), is a rake handling/handling/ contractor/handling and transport contractor of this organization for handling of (mention commodity handled) for the period from _____to _____ (mention period of contract).

During the above contract period M/s_____has handled _____MT of commodity of Rs. _____is paid /payable to the handling contractor/handling transportation contractor for such work. The year wise breakup is as below.

Year	Quantity in MT	Handling Charges/ handling and transportation charges

Office Seal

Seal & Signature of Authorised Officer

***Note:-**

- a. Total handling charges/ handling and transportation charges whether paid or payable is to be mentioned.
- b. Strike out whichever is not applicable.
- c. For the purpose of calculation of work handled by Tenderers, work carried out by all the partners of the tenderers will be taken into consideration.

(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 _____

**DECLARATION
(FAMILY MEMBERS/ PARTNERS/ DIRECTORS)**

I Sri/Smt. _____, Aged about _____, Son/ Daughter/ Wife of Sri _____, Proprietor/ Partner/ Director of _____, do hereby declare that following are the Family Members/ Partners of the Firm alongwith their family members / Directors of the Company alongwith their family members.

Sl. No.	Name of the Person/ Partners of the Firm/ Directors of the Company and his/their family members	Relationship with the tenderer

(Attach separate sheets if required)

I am aware of the fact that the term 'Family' shall mean husband / wife, un-married sons / daughters, married son leaving in the same mess (including adopted children) and dependant parents. No person shall be appointed as a Handling Contractor under this tender process if s/he or any of her/ his family members is a custom miller of OSCSC Ltd. under DCP scheme for which s/he intends to apply under this tender.

I declare that I/ any of my family member/ Partner alongwith his family members/ Director alongwith his family members is not a Custom Miller for OSCSC Ltd. under DCP scheme for which I intend to apply under this tender.

If the above declaration is found false/ not true during the currency of the contract, I shall be liable for punishment for such breach of the contract and my agreement shall also be liable for termination. Apart from above, my Security Deposit may also be forfeited.

Place:

Date:

Name of the tenderer:

N.B:- The above declaration shall be given in shape of an affidavit by the tenderer.

(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/intend to participate in the tender for appointment as Handling Contractor of OSCSC in the following districts.

Sl. No	Name of the district	Number of blocks

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