

Sample

ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED
DISTRICT-_____.

AGREEMENT WITH HANDLING CONTRACTOR FOR HANDLING OF
FOODGRAINS AT RICE RECEIVING CENTRE-CUM-DEPARTMENTAL
STORAGE CENTRE (RRC-CUM-DSC)
(HANDLING)

MEMORANDUM OF AGREEMENT made this _____ day of _____ 2019.

BETWEEN

Odisha State Civil Supplies Corporation Limited (OSCSC Ltd.), a company registered under Indian Companies Act, 1956 having its registered Office at C-2, Nayapalli, Bhubaneswar (hereinafter called "the Corporation") as 1st party represented through its District Manager, _____ which expression shall mean & include where the context so admits by successors in office & assigns of the one part.

AND

M/s _____ represented through _____
At _____ P.O. _____ P.S. _____
_____ Dist- _____ hereinafter called "The Handling Contractor" as 2nd party which expressions shall mean & include where the context so admits his/ her heirs, executors, administrators, successors & legal representative of the other part.

Whereas the Corporation intends to appoint Handling Contractor for handling of foodgrains at Rice Receiving Centre-cum-Departmental Storage Centre (RRC-cum-DSC) in the district.

Whereas the second party selected in the tender process has agreed to undertake the work of handling of foodgrains as specified in the Tender Documents/ Tender Call Notice dt. _____.

Now these present witness & the parties hereto hereby mutually agreed as follows: -

(Authorised Signatory of Corporation)

(Signature of Handling Contractor)

In consideration of the tender submitted by the contractor which was opened on _____, the OSCSC Ltd. having agreed to grant the contract of handling of foodgrains at RRC-cum-DSCs of _____ District.

The second party is fully aware of the terms and conditions of the tender document along with its annexures & appendixes floated vide Tender Call Notice bearing No. _____ Dt. _____ by District Manager, OSCSC Ltd. _____ district, **which form a part of this agreement. S/he is agreed to abide by them and any violation of the provisions prescribed there under shall be construed as violation of the agreement.**

The second party shall abide all the terms & conditions of PDS (Control) Amendment Order'2016 and its subsequent amendments orders, other control orders / licensing orders and office orders issued by the Corporation, Govt. of Odisha and Govt. of India from time to time relating to this contract

The second party is wilfully accepting the said work consequent on the selection and approval of the tender given by her/him to the District Manager, OSCSC Ltd. _____ District at the rate mentioned in Price Bid, subsequent negotiation and approval by the District Tender Committee as appearing below which forms part of this agreement and as per terms and conditions of the tender.

Sl. No.	Handling Rate (Per Quintal in Rs.)	Rate per Qtl.		Remarks
		(In Figures)	(In Words)	
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			
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			
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 or any other Transport Contractor			

The second party is assuring the Corporation that s/he will undertake the said work to the best of her/his ability at all stages, during the tenure of the contact. This

(Authorised Signatory of Corporation)

(Signature of Handling Contractor)

agreement will remain in force for a period with effect from **1st April'2019 to 31st March'2021** or the date up to which the contract is extended.

The District Manager, OSCSC Ltd., _____ District reserves the right to extend the period of contract maximum for 06 months at a stretch beyond the original contract period on the same rates, terms and conditions as well as the right to terminate the contact at any time during its currency without assigning any reason thereof by giving seven days' notice in writing to the contractor at his/her last known place of residence / business and the contractor shall not be entitled to any compensation by reason of such premature termination.

OSCSC Ltd. reserves the right to amend the tender conditions at any time during the currency of contract, which shall be final & binding on the contractor

In witness, whereof the parties hereto have put their hands and seals on the dates respectively given against their signatures.

Signature of
Authorised Signatory of
the 1st Party of Corporation
(SEAL)

Signature of
Handling Contractor of
the 2nd Party
(SEAL)

Witness-1

Signature:
Name (In Capital Letter):
Address:
Date:

Witness-1

Signature:
Name (In Capital Letter):
Address:
Date:

Witness-2

Signature:
Name (In Capital Letter):
Address:
Date:

Witness-2

Signature:
Name (In Capital Letter):
Address:
Date: