NOTICE INVITING TENDER
Office of District Manager
Odisha State Civil Supplies Corporation Ltd. (OSCSC)
Koraput (District)
Phone: 9438200050

TENDER No.1075 Dated: 28.02.2020

Cost of Tender Document: - Rs.11800/- Inclusive of GST.
Online Tenders are invited from eligible tenderers for selection and appointment of Handling Contractor (labour works) for handling of food grain (Rice, Wheat) at all the Rice Receiving Centres (RRCs) of **Koraput** district.

1	Availability of tender documents	From Date **03rd March'2020** Downloadable from website: www.oscsc.in, www.foododisha.in & www.tendersodisha.gov.in.
2	Date, time and venue for pre-bid conference.	On dated. **17th March'2020 At 11.30 am** Place: **Collectorate, Koraput**.
3	Last date and time for online submission of completed Tender Documents with enclosures	Through e-Procurement Portal: www.tendersodisha.gov.in Up to **21st March'2020 of dated. 5.00 PM**.
4	Date, time and venue for opening of Technical Bid by the Tender Committee.	On dated**. 23rd March'2020 at 4.00 PM**. Place: **Collectorate, Koraput**
5	Date, time and venue of submission of original documents in support of scanned copies uploaded in the portal for verification	On dated.**24th March'2020 at 11.30 AM**, Place: **Office of the CSO-cum-District Manager, OSCSC Ltd., Jeypore.**
6	Date & time of Financial Bid opening by the Tender Committee (Only of Technically Qualified Tenderers).	To be announced after technical bid evaluation.
7	Venue of the opening of Technical & Financial Bids	Collectorate, Koraput
8	Validity Period	Tenders are to remain open for acceptance for 45 days inclusive of date of opening of tender. Note: - The Managing Director, OSCSC Ltd., Bhubaneswar may at his discretion extend this day by 15 (fifteen) days and such extension shall be binding on the tenderers.
9	Language of the Tender	The tender should be prepared by the tenderer in English language only.
10	Help Desk telephone no	(i) OSCSC Ltd.: - District Manager:-No: **9438200050** Accounts Head. No: **9178795393** (ii) State Procurement Cell:-0674-2530998 /18003456765

N.B: 1.If the office happens to be closed on the date of opening of tenders, tenders will be opened on the next working day in the same time.

2.District Tender Committee reserves the right to cancel any/ all of the tenders at any time without assigning any reason thereof.

3. Further details can be obtained in the website www.tendersodisha.gov.in.

4. The bidder must deposit Tender Document Fee and EMD at the time of submission of tender.

5. Any amendment/cancellation/re-tender/corrigendum please refer to the website www.tendersodisha.gov.in, www.oscsc.in & www.foododisha.in.

Sd/-
District Manager
OSCSC Ltd., Koraput at Jeypore

TENDER PAPER

(Handling Contractor)
OFFICE OF THE DISTRICT MANAGER
ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED
KORAPUT DISTRICT.

Tender No.1075 Date: 28.02.2020

TENDER DOCUMENTS

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

INVITATION TO TENDER & INSTRUCTION TO TENDERERS FOR APPOINTMENT OF HANDLING CONTRACTOR (LABOUR WORKS) FOR HANDLING OF FOODGRAINS (RICE, WHEAT) AT ALL THE RRCs OF KORAPUT DISTRICT IN THE STATE OF ODISHA.

1. **GENERAL INFORMATION:**

1.1 Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.) intends to appoint handling contractor (labour works) for handling of foodgrains at all the RRCs of **Koraput** district of the State of Odisha.

1.2 The tenderers shall be fully acquainted with the number of RRCs operated in the district & past trend of handling of foodgrains at those RRCs. The tenderer may go through the number of RRCs operated in the district & quantity of foodgrains handled in those RRCs in the year 2018-19 as at APPENDIX-I.

1.3 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 RRCs can be relocated in addition to or in place of existing RRC 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 RRCs, or handling volume, or any

discrepancy in the size and location of RRCs 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.

1.4 The Tenderers must get themselves fully acquainted with th handling operation to be taken up at RRCs, their size & locations, quantum of work and prevailing conditions at RRCs 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 various handling operations as mentioned below shall be deemed to have been done after such acquaintance.

1.5 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/weighment 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, weighment 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.

1.6 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 rates for all the services as per BoQ format.

1.7 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.

1.8 The validity period of bid will be 120 days.

2 **BIDDING PROCESS: -**

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

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

To log on to the portal the Tenderer is required to type his/her user ID and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date

of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal. Only one valid DSC should be registered by a Bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.

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

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

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

v. Tender document Fees & Earnest Money Deposit shall be in shape of payment through RTGS/NEFT/ any other online mode of fund transfer in favour of District Manager, OSCSC Ltd., **Koraput** A/c no. **391301010014049,** IFSC code: **UBIN0539139**, Bank: **Union Bank of India**, Accounts Holder: **District Manager, OSCSC Ltd., Jeypore**, failing which the bid shall be rejected.

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

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

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

ix. **Format of the Tender:** The Tender shall be submitted in two parts:
(a) Part I : Technical Bid
(b) Part II : Financial Bid

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

(a) Tender document fee of Rs.11800/- (non-refundable) & appropriate Earnest Money Deposit as stipulated shall be in shape of payment through RTGS/NEFT/ any other online mode of fund transfer in favour of District Manager, OSCSC Ltd., **Koraput** A/c no. **391301010014049,** IFSC code: **UBIN0539139**, Bank: **Union Bank of India**, Accounts Holder: **District Manager, OSCSC Ltd., Jeypore**, failing which the bid shall be rejected..

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

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

xi. Contents of Financial Bid:

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

c. Mentioning of rate anywhere in the bid documents other than the designated location of financial bid (online BoQ) by the tenderer shall result in disqualification of the tenderer.

xii. **Signing of Tender:**
(a) The prospective tenderer can download the tender from the website anytime after issue of tender and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience

within the due date and time of submission The tenderer shall only submit *single* copy of the tender including required documents and Financial Bid in the e-Procurement portal i.e. www.tendersodisha.gov.in within due date of submission. In the Financial Bid the tenderer has to write the figures in the designated cell only. The Tenderers are advised to up-load the completed Tender document well ahead of the last date & time of receipt to avoid any last moment problem of power/link failures etc.

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

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

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

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

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

(g) Signing of Tender: The Tenderer shall digitally sign on all statements, documents and certificates uploaded by him, owing responsibility for their correctness/authenticity as per IT Act 2000. If any of the information furnished by the Tenderer is found to be false/fabricated/bogus subsequently his EMD/

Security deposit shall stand forfeited and the tenderer shall be debarred from participating any tender of OSCSC for a period of five years.

xiii. **Submission of Tender:** For submission of Tenders through the e-Tender Portal, the tenderer shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The tenderer shall have to produce the original documents in support of the scanned copies of documents, statements etc. uploaded in the portal on the specified date. Bid documents may be scanned with 100 dpi with black and white option.

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

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

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

xv. Unsigned documents shall be summarily rejected.

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

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

xviii. Tender documents shall be accompanied with EMD of the required amount as indicated in Clause-6. The tenderer shall have to pay an amount of Rs.11800/- only (Rupees eleven thousand eight hundred only) as tender paper cost along

with the Tender. Tenderers will be required to pay through on-line mode as mentioned in Clause-2 (v) towards Tender Document Fee and EMD.

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

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

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

a. Payment of Tender document fees & EMD.

b. The entire tender document is properly indexed with page number.

c. The documents to be up-loaded are properly visible and duly signed.

d. Filling of all the prescribed annexures /appendices as detailed in the Tender.

e. Enclosing necessary supporting documents.

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

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

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

xxiv. PRE-BID CONFERENCE & CLARIFICATIONS

a. OSCSC shall hold a pre-bid meeting with the prospective bidders on Date **17.03.2020** at **Collectorate, Koraput.**

b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to District Manager through e-mail i.e. csodm@rediffmail.com on or before Date. **13.03.2020.**.

c. The queries should necessarily be submitted in the word or excel file in the following format:

SL. No.	Tender Document Reference (s) (Section & Page Number (s))	Content of Tender requiring Clarification (s)	Points of clarification
1			
2			

d. OSCSC shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.

e. Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum (if any).

i) The Nodal Officer notified by OSCSC will endeavor to provide timely response to all queries. However, OSCSC makes neither representation nor warranty as to the completeness or accuracy of any response made in good faith, nor does OSCSC undertake to answer all the queries that have been posed by the bidders. At any time prior to the last date for receipt of bids, OSCSC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Document

by a corrigendum or addendum.

ii) The Corrigendum/Addendum (if any) will be posted on the website www.oscsc.in, www.foododisha.in & www.tendersodisha.gov.in. Pre-bid queries clarification shall be forwarded to the respective bidders.

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

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

xxv. In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, OSCSC may, at its discretion, extend the last date for the receipt of tenders.

3 **INSTRUCTIONS TO TENDERERS -**

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

3.2 The district is the unit for the purpose of this tender. The tenderer is to quote rates for each item of service which will be applicable for all the RRCs 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 upload a declaration about the districts where s/he has participated/shall participate, as per format at *Annexure-6*.

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 rate. If he/she has quoted same lowest rate 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.

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 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 uploaded with the tender papers. In case of a limited company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the limited company. A copy of the Memorandum and Articles of Association of the Company along with copy of the resolution of the company authorizing the person who will sign the tender paper on behalf of company shall be uploaded.

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/she 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.

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

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 Nationalized 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**.

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 fertilizer, 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. 2016-17, 2017-18 & 2018-19 the work of value of at least:

Rs.22,88,000/- (in words Rupees. ***Twenty Two Lakh Eighty Eight Thousand)*** 12.5% of the estimated value of the contract to be awarded, in one single contract.

OR

Rs. ***45,75,000/-*** (in words Rupees. ***Forty Five Lakh Seventy Five Thousand)***, 25% of the estimated value of the contract to be awarded, in multiple contracts.

Estimated Value of Contract for this tender purpose has been determined as follows:

EVC = (Monthly allotment of foodstock (rice & wheat) under NFSA, SFSS, MDM & WBNP of RRC1 in Qtl. X Rs.8.00 per Qtl. X 2) + (Monthly allotment of foodstock (rice & wheat) under NFSA, SFSS, MDM & WBNP of RRC2 in Qtl. X Rs.8.00 Per Qtl. X 2) + …. So on for all RRCs= ***Rs.1,83,00,320/-.***

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

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 *upload 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 Nationalized/ Scheduled Bank in favour of the District Manager, OSCSC Ltd., **Koraput** 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 furnish an affidavit in the prescribed format (enclosed at **Annexure-5)** declaring that there is no common commercial interest of his family members or partners along with their family members or directors along with their family members, as the case may be, for consideration of her/his appointment under this tender.

4.6 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".**

4.7 The tenderer shall furnish copy of EPF Code Number.

4.8 A tenderer having no prior experience of handling operation, as detailed at Clause– 4.2, may submit the tender without copies of labour license & EPF Code Number. In such case, if the tenderer is found successful after opening of Financial 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.

4.9 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.

4.10 The tenderer shall furnish latest Income tax return for the financial year 2018-19 and copies of PAN Card & GST Registration Certificate.

4.11 The tenderer shall furnish duly audited balance sheet, P & L account of proceeding three financial years i.e. 2016-17 & 2017-18 & 2018-19.

4.12 The tenderer shall furnish statement from his banker for his financial transactions for last three months proceeding to the publication of Tender Call Notice.

5 <u>DISQUALIFICATION CONDITIONS</u>:

5.1 No person shall be appointed as Handling Contractor under this tender process, , if s/he or the Director or Proprietor or Partner or any of her/his family members has a commercial interest in a business relating to Handling Contractor/ State Level Transport Contractor/ Level-I Transport Contractor / Level-II Transport Contractor / PEG Go-down Lessor and/or custom milling of rice for OSCSC Ltd. for the district and all the neighbouring districts with common boundary for which s/he intends to apply under this tender.

[The terms 'Family' & 'Commercial Interest" have been defined in detail at Clause-I of the PART-I Technical Bid]

5.2 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.

5.3 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.

5.4 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 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.

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

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

6.1 Each tender must be accompanied by an EMD of Rs.3,00,000/- (Rupees Three lakhs) or ***Rs.9,15,000/-*** (**Rupees Nine Lakh Fifteen Thousand**) i.e.5% of the estimated value of contract, whichever is higher in online mode. In case the tender submitted is not accompanied by EMD, the tender paper 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 EMD furnished by the tenderers shall be refunded after finalization of tender. No interest shall be payable on the amount of earnest money.

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.1.75 Lakhs or ***Rs.9,15,000/-*** (**Rupees Nine Lakh Fifteen Thousand**) equivalent to 5% of the estimated value of the contract, whichever is higher, in form of Demand Draft issued from any Nationalized/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., **Koraput**.

7.1.2 A sum of Rs.3.25 Lakhs or Rs.**18,30,000/-** (in words Rupees. ***Eighteen Lakh Thirty Thousand***) equivalent to 10% of the estimated value of the contract, whichever is higher, in form of irrevocable and unconditional **Bank Guarantee** issued from any Nationalized/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., **Koraput**, which shall be enforceable till six months after the expiry of the contract period.

7.1.3 If applicable, additional sum of Rs.4,58,000/- & Rs.9,15,000/- (in words Rupees Four Lakh Fifty Eight Thousand & Nine Lakh Fifteen Thousand respectively) equivalent to 50% of the security deposit as required at Clause – 7.1.1 & 7.1.2 in respective modes.

7.2 Security Deposit furnished by the contractor shall be subject to the terms and conditions contained in this tender document and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.

8. **SCHEDULE OF RATE (SoR).**

SL. No.	Handling Contractor	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/ weighment 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 or nay other 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, weighment 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.

9. QUOTING OF RATES:

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

At above the Schedule of Rates given in the Financial Bid (ASoR), or

At below the Schedule of Rates given in the Financial Bid (BSoR);

ii. Quoting of lowest rate does not confer any right for selection of the tenderer at the rate quoted. The District Tender Committee reserves the right to negotiate with the lowest tenderer.

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

iv. Quoting of same lowest rate (L-1) by more than one tenderer could be construed as an exceptional circumstance. In such cases, all the tenderers who have quoted the same lowest rates shall be called for and decision will be taken through **public lottery.**

v. In case no rate is quoted or the rate quoted is found to be exorbitantly higher than the Schedule of Rates, the district may go for retender.

vi. The tenderer shall quote the rate for transport operation being acquainted with the prevailing conditions at Food Storage Depot, FCI and at the RRC of the district relating to matters such as Truck Owners' Association, additional requirement of vehicles (Heavy, Medium, Light), condition of roads, ghat roads, inaccessible pockets, natural barriers, transport operation within a specified time, number of RRCs to be covered, quantity of stock to be transported, weighment charges etc. He/she shall consider all these factors & also all other factors as may be necessary viz. prevailing trend of inflation in fuel rates for quoting his/her effective rate. The tenderer has to assess the requirement to utilize small vehicles for transportation of stock in areas

where heavy vehicle cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.

10. **OPENING OF TENDERS:**

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

ii. The tenderers who participated in the online tendering can witness opening of the tender from any system remotely logging on to the portal with the DSC. Tenderers are not required to be present during the tender opening to witness the process. But the tenderer shall be at liberty to be present either in person or through an authorized representative. The authorized representative shall furnish the authorization letter duly executed by the tenderer.

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

iv. The Technical evaluation of all the tenders will be taken up as per the information furnished by the Tenderer. But evaluation of the tender does not exonerate the tenderers from checking their original documents and if at a later date the tenderer is found to have misled the evaluation through wrong information, action shall be taken against the tenderer.

v. After technical evaluation of the tender and selection of the technically qualified Tenderers, the financial bids of the technically qualified tenderers only shall be opened (online) on the due date and time of opening to be notified after technical bid evaluation. However, Financial Bid not be opened in case of single bid, either before technical evaluation or after technical evaluation. In such case fresh tender shall be floated.

11. **EVALUATION OF TENDER:**

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

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

iii. Authentication of Tenders: The signatory to the tender shall be as per the provisions outlined in Para-3 of this tender document.

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

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

vi. Evaluation of Financial Bid: The Financial Bids submitted online as per the prescribed format by the technically qualified tenderers will be opened and the L_1 tenderer will be the preferred tenderer.

12. **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.

13. INTERVIEWS AND ACCEPTANCE OF TENDER:

The tenderers are required to proceed to office of District Manager, OSCSC Ltd., **Koraput** 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. Acceptance of tender shall be communicated through the portal. 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.

14. **EXECUTION OF AGREEMENT:**

14.1 The successful tenderer shall enter into an agreement with the District Manager, OSCSC Ltd., **Koraput** district in the prescribed format.

14.2 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.

14.3 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.**, Koraput** district with approval of the Collector. In such case the Earnest Money Deposit of the tenderer shall stand forfeited.

15. **OTHERS:**

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

15.2 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.

15.3 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.

Sd/-
District Manager,
OSCSC Ltd., Koraput

PART-I

DETAILED TERMS AND CONDITIONS GOVERNING CONTRACT FOR FOR HANDLING OF FOODGRAINS AT RRCs TECHNICAL BID

Odisha State Civil Supplies Corporation Ltd., **Koraput at Jeypore** intends to appoint handling contractor (labour works) for handling of foodgrains at RRCs run by OSCSC Ltd., **Koraput** 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.

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)' 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 RRCs.

n. The term 'Weighment' shall mean weighment of foodgrains with HDPP bag or jute gunny bags.

o. The term 'Family' shall mean

   a. parent
   b. husband/wife
   c. sons/daughters (including adopted children) and their spouse
   d. full blood siblings (brothers & sisters from common parents) and their spouse

p. The term 'Commercial Interest' shall mean a business, partnership or company for the operation as Handling Contractor/ State Level Contractor/ Level-I Transport Contractor/ Level-II Transport Contractor/ PEG Go-down lessor and/or Custom Miller for OSCSC Ltd. for the district for which one intends to apply under this tender and all neighbouring districts with common boundary.

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., **Koraput**, 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., **Koraput** or any other officer so authorized and acting on his behalf.

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.

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 inconsequence 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 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 Statements.
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.

e. 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 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) <u>Payment of Wages to Workers: -</u>

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
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) <u>Weekly off: -</u>

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) <u>Attendance Allowance: -</u>

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. <u>Provision of basic facilities: -</u>

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.
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. <u>BRIBES, COMMISSION, CORRUPTION ETC:</u>

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. <u>PERIOD OF CONTRACT:</u>

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 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., **Koraput** 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.

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

XI. <u>SUMMARY TERMINATION:</u>

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.

XII. ENGAGEMENT OF NEW HANDLING CONTRACTOR ON FAILURE OF OPERATION 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 RRCs 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.

XIV. <u>BOOK EXAMINATION</u>:

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. <u>VOLUME OF WORK</u>

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 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. <u>REMUNERATION</u>:

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.

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.

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/weighment 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 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 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 or an Officer acting on his behalf. Standardization shall 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 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 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 he deemed to include carrying foodgrains bags, from stacks or anywhere else from the godown, cutting open the mouth of the bags

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 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 or an officer acting on his behalf. No separate remuneration shall be paid for such service.

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

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

XXI. <u>DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:</u>

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

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 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.

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.

o. The contractor shall, whenever required, supply petromax lamps for carrying out work during night.

p. 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.

q. 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.

r. The contractor shall make video graph of the handling operations at the RRCs as per direction of the District Manager, OSCSC Ltd. and furnish the soft copy to the District Manager along with claim bill.

s. 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. <u>DISPUTE RESOLUTION & JURISDICTION OF THE COURT</u>

a. In the event of any dispute covering or arises out of this contract/agreement the jurisdiction of the court shall be at concerned revenue district & it is hereby expressly agreed that neither party shall bring any case/suit in regard to the matters covered by this agreement at any place outside concerned revenue district.

b. It is expressly agreed & declared by & between the parties hereto that all amount due to the Corporation under this contract, if not paid in time, shall be recovered under Odisha Public Demand Recovery Act-1962 (Odisha Act-1 of 1963) or through the competent civil court & shall bear interest @ 18% per annum from the date when such payment falls due up to the date of final recovery. Besides criminal action shall also be taken against the defaulting contractor in appropriate court of law by following the provisions of Law in force.

c. For all disputes apart from the matters at (a) above, High Court of Odisha has got the exclusive jurisdiction to try the matter.

APPENDIX-I

RRC WISE STOCK HANDLED IN YEAR 2018-19
Name of the District: Koraput

. No.	Name of the RRC	Location (Block/ULB)	Capacity (in Qtl.)	Management OSCSC/ CWC/ OSWC/PEG)	Approx. quantity of food grains handled during 2018-19 (Fig. in Qtl.)
1	OSWC, Jeypore	Gaganapur, Jeypore	60000.00	OSWC	253206.50
2	RMC, Jeypore	Umeri, Jeypore	30000.00	OSCSC Ltd.	207693.21
3	CWC, Jeypore	Umeri, Jeypore	70000.00	CWC	313515.73
4	RMC, Borigumma	Borigumma	10000.00	OSCSC Ltd.	136717.65
5	OSWC, Borigumma	Kenduguda	10000.00	OSWC	81407.67
6	NCML, Kaliagaon	Kaliagaon, Jeypore	60000.00	OSCSC Ltd.	233148.19
7	PEG, Kotpad	Kotpad	25000.00	PPP	75390.60
8	PEG, Sunabeda	Dumuriput	50000.00	PPP	235017.24
9	PEG, Kamaraguda	Kamaraguda, Koraput	25000.00	PPP	123467.16
10	PEG, Laxmipur	Badasanka	25000.00	PPP	126759.00

***N.B.**

1. The particulars given above 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. It should be clearly understood that no guarantee is given that all the items of work as shown in the annexure to tender shall be required to be performed.

1. The quantity of foodgrains to be handled in the year 2019-20 & 2020-21 may vary from the above particulars.

APPENDIX-II

CHECKLIST

DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID
The scanned copies of documents in PDF format (printable in A4 Size paper) shall be submitted online along with the tender, otherwise the tenderer shall be treated as disqualified in TECHNICAL BID

SL. No.	Name of the Document	Put " √ " Mark
1	Invitation to Tender & Instruction to Tenderers, Tender Submission Undertaking – Annexure-1	
2	Capability Certificate from the Bank (In the model format as at Annexure-2)	
3	Certificate of experience on handling of food grains (In the model format as at Annexure-3) Or Undertaking in lieu of the prescribed experience	
4	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).	
5	Affidavit on no common commercial interest of family members or partners along with their family members or directors along with their family members (In the model format as at Annexure-5)	
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 2018-19	
11	Copy of PAN Card & GSTIN Number issued by Govt.	
12	Copy of duly audited Balance Sheet, P & L Account of receding three financial years (2016-17 & 2017-18 & 2018-19)	
13	Copy of the labour license issued under the provisions of "The Contract Labour (Regulation & Abolition) Act, 1970"	
14	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:	Signature of Tenderer/ Authorized person
Place:	Name:
	Seal:

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.

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. I 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 EMPLOYMENMT CARD

1. Name of the Labour/ Worker: _____
2. Father's/ Husband's Name: _____
3. Date of Birth: _____

i) Address (Local): _____

ii) Permanent _____

j) Name & Address of Contractor _____

k) Valid* Form_____to _____

(* Period of the Contractor)

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:

APPENDIX – III (b)

Tender No._____ Date: _____

FORM –I

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

APPENDIX – III (c)

Tender No._____ Date:_____

FORM- II

REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE NEGLECT OR DEFAULT OF THE WORKERS

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

A

Annexure-1

TENDER SUBMISSION UNDERTAKING

APPOINTMENT OF HANDLING CONTRACTOR (LABOUR WORKS) FOR HANDLING OF FOODGRAINS (RICE, WHEAT) AT ALL THE RRCs OF THE DISTRICT

Recent Photograph

1. Name of the tenderer:

_____

2. Details of challan / receipt submitted :-

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

3. Name of Proprietor/ Partner/ Director:

_____

(Names of all Directors/ Partners shall be mentioned)

4. Full Address of Registered Office (with Pin Code)

_____

Police Station_____ Telephone No. _____

Mobile No: _____

FAX No.: _____

E-Mail Address: _____

5. Full address of Operating/ Branch Office (with Pin Code):

_____

& Police Station _____

Telephone No: _____ Mobile No: _____

FAX No: _____

E-Mail Address: _____

6. Name, Telephone no./ Mobile No./ Email address of Authorized officer/person to Coordinate with the office of the District Manager:

6. Name, _____

7. Banker of the Tenderer: (Attach certified copy of statement of A/c for the last three month)_ _____

8. Address & Telephone Number of Banker: _____ _____

9. Registration No in the case of Company:_____

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

11. GSTIN Number issued by Govt;-_____

12. 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 submitthe E-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. I/We offer to work at the rates given in the prescribed Bill of Quantities (BoQ) for all services mentioned in tender documents.
3. 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.
4. Details of challan / receipt submitted :-

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

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 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 penalized in last 05 years by OSCSC Head Office or by District Manager of any district for any violation of the terms and contract, including inordinate delay in lifting/delivery of stock
10. 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.
11. 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:

Annexure-2

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 R s …….. (Rupees ……. ……..……Lakhs only) and has financial ability to meet the expenses up to the amount indicated above.

It is clarified that this information is furnished without any responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer for furnishing the same to you.

Branch Manager/Authorised Signatory

(Seal & Signature)

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

Annexure-3

Eexperience 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 as indicated below.

Sl. No.	Nature of work	Place of work	Product handled	Agreement/ Contract/ Work Order No. & Dt.	Total period of contract (from ....to .....)	Financial Year	Volume of work handled (in MT)	Value of work executed (in Rs.)	Performance of the contractor	Remarks

Office Seal

Seal & Signature of Authorised Officer

***Note: -**

a. Total 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.

Annexure-4

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

I, Sri/Smt._____ aged about _____ S/o/D/o/W/o _____ Proprietor/Partner/Director of M/s _____ At- _____ Po- _____, PS: _____, 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_____

Annexure-5

(DECLARATION OF FAMILY MEMBERS/ PARTNERS/ DIRECTORS)

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

I Sri_____, Aged about_____, Son/ Daughter/ Wife of Sri _____, Proprietor/ Partner/ Director of_____, do hereby solemnly affirm and declare as follows.

I am aware of the fact that the term 'Family' shall mean

i. Parents
ii. Husband/wife,
iii. Sons/daughters (including adopted children)and their spouse,
iv. Full blood siblings (brothers & sisters from common parents) and their spouse.

and

No person shall be appointed as Handling Contractor under this tender process, if s/he or any of her/ his family members has a commercial interest in a business relating to Handling Contractor/Level-II Transport Contractor/ PEG Godown lessor and/or custom milling of rice for OSCSC Ltd. for the district and its neighbouring district with common boundary, for which s/he intends to apply under this tender.

I am also aware that commercial interest shall include a business, partnership of company for the operation as Handling Contractor/Level-II Transport Contractor/ PEG Godown lessor and/or Custom Miller for OSCSC Ltd, for the district and its neighbouring districts with common boundary for which s/he intends to apply under this tender.

I further declare that the following members of my Family are having common Commercial interest in the following districts in the State of Odisha.

SL. No.	Family Members		Operating district	Operating Business
	Name	Relation		

*This table is applicable if the bidder is having family members of commercial interest

OR

I declare that I/ any my family member/ Partner(s) along with his/her/their family members/ Director(s) along with his/her/their family members have no commercial interest with any Handling Contractor/ Level-II Transport Contractor/ PEG Godown lessor and/or Custom Miller for OSCSC Ltd for the district and its neighbouring districts with common boundary for which s/he intends to apply this tender.

I also declare that once awarded the contract, I will carry out the operations on my own and no part of the work will be sub-let officially or not.

If the above declaration is found false / not true during the scrutiny of tender or 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 EMD / Security Deposit may also be forfeited.

(The above Affidavit shall be made in a Non-Judicial Stamp Paper worth Rs.10/-)

Annexure-6

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.

Place: Signature of the tenderer

Date: Name of the tenderer:

PART-II

FINANCIAL BID

INSTRUCTIONS

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/weighment 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, weighment 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.

a) Rate for handling shall be mentioned as prescribed in the specified location only in the protected Bill of Quantities (online BoQ). Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (online BoQ) by the tenderer shall result in disqualification of the tenderer. Rate includes all taxes, duties, cess etc. and no other charges would be payable.

b) Rate shall be quoted for handling of Foodgrains at either Schedule of Rate (SoR) or Above Schedule of Rate (ASoR) or Below Schedule of Rate (BSoR).

c) Only the FINANCIAL BID of a qualified tenderer on scrutiny of TECHNICAL BID shall be considered and opened.

d) Tenderers are to submit only the original BoQ (in .xIs format) uploaded by Officer Inviting Tender after entering the relevant fields without any alteration/ deletion / modification.

e) Multiple BoQ submission for a district by tenderer shall lead to rejection of tender.

f) Instruction for Filling-up of BoQ Formats: - The details of instruction for filling-up of BoQ format is given as under.

1. The bidder is required to follow the SoR mentioned in the tender document.
2. The bidders are required to fill-up the BoQ format in the active colored cells only i.e. Cell 1. The name of the bidder/bidding firm/company & Cell.2. The specific column for quoting of rates.
3. The bidder is required to fill the active cell to quote 'Rate in Figures' only and rate in words will be self-generated.
4. In case the bidder fails to quote any rate in the desired active cell or leaves the cell as blank, then the bid shall be treated as non-responsive bid or cancelled bid.
5. The rate to be quoted in the prescribed 'BoQ' format only. Such rate quoted in the desired column shall be the decision factor to find out the 'L1' bidder in the tendering process. The rate quoted other than the BoQ format shall not be considered at this end.
6. Any further clarification as will be required by the bidder during the bidding process or during filling up of BoQ format, may contact the Officer inviting the bid / GM (PDS) OSCSC Ltd. during official hour. The BoQ templet is given below for reference only.
7. The tamplet format for 'BOQ for Handling Contractor' is given as under for reference.

	A	B	F	M	BC
1	Validate	Print	Help		Item Rate BoQ
4	Tender Inviting Authority: CSO-Cum-District Manager_____(To Be Filled-up by the District)				
5	Name of Work:Selection and appointment of 'Handling Contractor (labour works)' for handling of food grain (Rice, Wheat) at all the Rice Receiving Centres (RRCs) of district				
6	Contract No: Tender No_____/Date_____/(To Be Filled-up by the District)				
8	Name of the Bidder/ Bidding Firm / Company :				
9	PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
11	Sl. No.	Item Description	Estimated Rate in Rs. Per Quintal	Rate In Rs.____ (to Be Quoted Per Quintal) (In Figure)	Rate In Rs.____ (to Be Quoted Per Quintal) (In Words)
13	1	Handling of food grain (Rice, Wheat) at all the Rice Receiving Centres (RRCs) of district			
14	1.01	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		INR Zero Only
15	1.02	Carrying the stock during delivery of CMR by Custom Millers from the platform/weighment scale point by head-loads or by using hand-trolleys, carts etc. and stacking in a countable manner inside the godown	6.00		INR Zero Only
16	1.03	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		INR Zero Only
33					

BoQ1