

ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED
PLOT NO.C/2, NAYAPALLI, BHUBANESWAR-12

TENDER DOCUMENTS

Tender Documents comprising 63 pages issued in duplicate out of which one copy to be retained by the tendered & other copy to be sent to Corporation Head Office through Regd. Post/Speed post/Courier Service.

Cost of Tender Paper – Rs.5000/-(Rupees five thousand) only.

Tender Paper No. _____

INVITATION TO TENDER & INSTRUCTION TO TENDERER
FOR
**APPOINTMENT OF HANDLING & TRANSPORT CONTRACTOR FOR RAKE LOADING &
UNLOADING OF RICE (CMR).**

- A. Last date and time of receipt of Tender papers -Dt.24.12.2011, time 3.00 PM
(If the last date for submitting tender happens to be a holiday, tenders will be received & opened on the next working day following the holiday)
- B. Tender remains open for acceptance for 45 days inclusive of date of tender opening.
(Note-The Managing Director. OSCSC.Ltd.Bhubaneswar may at his discretion extend this day by 15 days and such extension shall be binding on the tenderers.
- C. Opening of Tender Papers- Dt. 26.12.2011 at 11.00 AM
- D. If the date on which tender is scheduled to be opened falls on holiday, the next working day shall be the date for opening of Tender Paper.

GENERAL INFORMATION

Odisha State Civil Supplies Corporation Ltd. intends to appoint handling& transport contractor for combined operation of rake loading & unloading of rice (CMR) at despatching district and receipt district.


(Signature of the Issuing Officer)

- 1 -

(Signature of the Tenderer)

A. Place of Operation:-

Despatching RRC	Receiving RRC
Sambalpur (OSWC, Durgapali & other RRC) at District Head Quarter.	Balasore / Bhadrak / Mancheswar (Bhubaneswar), Jajpur Road, Cuttack, Ganjam, Jagatpur (OSWC), CWC Choudyar {CWC godowns / godowns managed by CWC, OSWC, Corporation godown & RRC at the Head Quarter.}
Bargarh (CG-I, CG-II, CWC Bargarh & RRC at District Head Quater	-do-
Bolangir (OSWC Bolangir, Malmunda & CWC Bolangir	-do-
Kalahandi (OSWC, Kesinga & other RRCs at Kesinga)	-do-
Nuapada OSWC, Khariar Road & OSWC, Dumerpani	-do-
Ganjam CWC godown, Berhampur & OSWC godown, Jagannathpur.	Rayagada, Jeypore (Koraput) {OSWC, CWC godowns / godowns managed by CWC, OSWC, Corporation godown & RRC at the Head Quarter.}

N.B:- BESIDES ABOVE GODOWNS, AS PER THE REQUIREMENT, LOADING AND UNLOADING MAY BE MADE AT NEARBY GODOWNS LOCATED AT THE HEADQUARTER OF RAKE LOADING AND UNLOADING POINTS, WITHIN A RADIUS OF 10KM FROM THE RAIL HAED.

B. Brief description of works:

The handling & transport contractor has to do following operation. **He has to provide operatations both at despatching district & receiving district, as given below-**

1. Stack breaking, loading to trucks, weighment, transporting the stock up to railhead, unloading from trucks & loading to wagons at the despatching district.
2. Unloading from wagons, loading into trucks, transporting to RRC of recipient district, weighment & staking inside the Godown.
3. The delivery and receipt of CMR shall be either at the RRC in operation by the OSCSC.Ltd. or at the CWC / OSWC godown in use by the OSCSC.Ltd. or at the godown where warehousing facilities have been provided by the OSWC / CWC.

The Tenderers must get themselves fully acquainted with the loading, unloading points, distance involved from RRC points to Rail head both at despatching district and receiving district.


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(Signature of the Tenderer)

Services required to be performed under the contract have been categorized in two parts.

Part - 1 (Service at despatching district) -Stack breaking at RRC, loading into trucks, dunnage at RRC to collect spillage during loading, filling of spillage, weighment at weighbridge at RRC / near by place / Rail haed, transporting to Railhead, loading into wagons, dumping at the platform if required, providing adequate dunnage at each wagon for collection of spillage at platform during loading to wagon, dunnage inside the wagon before loading of stock to collect spillage, watch and ward at rake loading point, if required.

Part-2 (a) (Service at receiving districts) – Unloading from wagons, loading to trucks, dunnage at platform, dumping at the platform if required, dunnage at each wagon for collection of spillage at platform during unloading from wagon, filling of spillage watch and ward at rake unloading point,if required, transporting to RRC point, weighment at weighbridge at RRC / near by place / Rail haed, unloading at RRC point, dunnage at RRC to collect spillage and filling of same & stacking inside the RRC.

Part-2 (b) (Service at receiving district at Corporation godown Jagatpur, Cuttack) – Unloading from wagons, loading to trucks, dunnage at platform, dumping at the platform if required, dunnage at each wagon for collection of spillage at platform during unloading from wagon, filling of spillage watch and ward at rake unloading point,if required, transporting to RRC point, weighment at weighbridge at RRC / near by place / Rail haed.

Unloading of stock from the vehicle & stacking at Corporation godown, Jagatpur shall be handled through the Handling Contractor of that godown.The Tenderer shall quote the rate in the Price Bid excluding these two operations i.e. unloading of stock from the vehicle at Corporation godown, Jagatpur & stacking inside the godown.

Part-iii **H & T Contractor shall quote a composite the rate for handling and transportation operation on being acquainted with prevailing conditions both at despatching district as well as receiving districts relating to problems and matters such as Trucks union, Labour union, distance of RRC from Rake loading / unloading point, rates of handling charges of the labourers at**


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(Signature of the Tenderer)

RRC,OSCSC.Ltd. hired godown, CWC/OSWC Godowns & Godowns managed through CWC / OSWC. He shall consider all those factors & also all other factors as may be necessary for quoting his effective rate. He shall quote the **COMPOSITE RATE** for different despatching and receiving districts as specified in price bid.

C. Volume of Works

1. No definite volume of work to be performed is guaranteed during the currency of the contract.
2. The Handling & Transport Contractor shall have to deploy tally clerks at their own cost for maintenance of stock account both in the godown and at the railway godshed as per requirement. The rate quoted for various items in the schedule shall be inclusive of expenses towards deployment of such tally clerks and no liability whatsoever, would accrue to OSCSC.Ltd. on account of them working for Handling & Transport Contractor.

D. BIDDING PROCESS

Potential bidders participating in the final bidding process will be required to submit a detailed technical bid in response to the Tender Call Notice.

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

- a) FIRST Sealed Envelope will contain only the EMD. This envelope should be marked : “**PART-I – EMD**”
- b) SECOND Sealed Envelope will contain the Technical Bid. This envelope should be marked : “**PART-II – TECHNICAL BID**”
- c) THIRD Sealed Envelope will contain the Price Bid. This envelope should be marked : “**PART-III – PRICE BID**”
- d) FOURTH Sealed Envelope will contain all three envelopes as detailed above,with superscription “**Tender for appointment of Handling & Transport Contractor for Rake operation of CMR by OSCSC Ltd.**”
- e) The Technical Bid will be opened first.


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(Signature of the Tenderer)

- f) The Price Bid of the Tenderers who will be qualified in Technical Bid shall be opened in another date for consideration with prior intimation to successful Tenderers.

E. OTHERS

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

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

(a) Information about tenderers:

The tenderer must furnish full, precise, correct and accurate details in respect of information asked for in the tender documents in Appendix-I & II attached to the Tender Paper.

(b) Signing of tender papers:

- (I) Person or persons signing the tender papers shall state in what capacity, he / she 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 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. A self attested copy of the partnership deed shall be furnished with the tender papers. In case of a limited company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the limited company. A self attested copy of the Memorandum and Articles of Association of the Company along with copy of the resolution of the company authorizing the person who will sign the tender paper on behalf of company shall be attached to the tender document. In case of Hindu Undivided Family, the names of the family members should be disclosed and the Karta, who can bind the firm, should sign the Tender Paper / document and indicate his status below his signature.
- (II) The persons signing the tender form or any document forming part of the tender, on behalf of another or on behalf of a firm, shall be responsible to produce a registered power of attorney duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the


(Signature of the Issuing Officer)

(Signature of the Tenderer)

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.

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

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

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

Each tender must be accompanied by an EMD of **Rs.1, 00,000/- (Rupees One lakh)** only for each of the despatching districts in form of crossed Demand Draft / Pay Order issued by any Nationalised Bank / Scheduled Bank drawn in favour of Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar, payable at Bhubaneswar. EMD of Rs.1,00,000/- in above form shall be required to be furnished. Tenders not accompanied by EMD shall be summararily rejected.

Earnest money shall be forfeited in the event of the tenderer 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*. The earnest money, shall be refunded to all unsuccessful tenderers, soon after decision on tender is finalised. No interest shall be payable on the amount of earnest money, under any circumstances. The EMD furnished by the successful tenderer can be adjusted towards Security Deposit if desired by him in writing.

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


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(Signature of the Tenderer)

4. Security Deposit:

- a) Each successful tenderer shall furnish, a security deposit of Rs.10 lakhs for all / any despatching districts and receiving districts for which the tenderer is selected.
- b) The Security Deposit shall be in shape of a Bank Guarantee issued from any Nationalised Bank / Scheduled Bank issued in favour of the Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubneswar for a period of one year from the date of execution of agreement.
- c) Security Deposit furnished by the tenderer 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.
- d) If the successful tenderer had previously held any contract and furnished security deposit with the Corporation, the same shall not be adjusted against this tender and fresh security deposit shall be furnished by him to make the contract valid.

5. REQUIREMENT OF VEHICLES:

The tenderer shall work out the requirement of trucks, depending upon volume of work / specified RRC, free time allowed by Railway for loading / unloading, the distance to transport the stock from RRC to rail head & vice versa.

6. Delivery of Tender Documents:

- a. The tenderer should submit tender documents duly filled in, complete and signed on each page in a sealed envelope being superscribed as **“Tender for appointment of Handling & Transport Contractor for Rake operation of CMR by OSCSC Ltd.”** addressed to the Managing Director, OSCSC Ltd. C/2, Nayapalli, Bhubaneswar-12. Tenders, which do not comply with this instruction, shall be summarily rejected. All tender documents are required to be sent strictly through Regd. Post / Courier Service / Speed Post. Tender documents sent other than the above mode shall not be entertained.
- b. Tender documents shall be accompanied with EMD of the required amount as indicated in Clause-3. The tenderers, who have downloaded the tender from the website shall have to pay an amount of Rs.5000/- only (Rupees five thousand only) along with the Tender papers. The amount shall have to be in the form of a crossed


(Signature of the Issuing Officer)

(Signature of the Tenderer)

demand draft / pay order issued by any Nationalised Bank / Scheduled Bank in favour of Managing Director, OSCSC Ltd., Bhubaneswar payable at Bhubaneswar.

- c. All credentials, documents and copies of certificate / information called for shall be submitted along with the Tender papers.
- d. The tenderer is required to quote the rates, per Qtl. of CMR separately in the prescribed format attached with tender documents as **Appendix-IV**.

7. Opening of Tenders:

The tenders shall be opened in the chamber of FA & CAO, OSCSC Ltd. C/2, Nayapalli, Bhubaneswar or in such other rooms in the office premises at Head Office of the Corporation on the date and time indicated. The tenderers shall be at liberty to be present either in person or through an authorized representative at the time of opening of tender. The authorized representative(s) shall furnish the authorization letter duly executed by the tenderer before opening of tender.

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

8. Quoting of same rates by more than one tenderer:

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

- 9. 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.

- 10. Interviews and acceptance of tender:** The tenderers are required to attend to office of the Managing Director, OSCSC Ltd, C/2, Nayapally, Bhubaneswar at their own expenses and without any obligation, if called upon to do so, by the Managing Director, OSCSC Ltd, (or an Officer authorized to act on his behalf). The Managing Director, OSCSC Ltd, Bhubaneswar for and on behalf of the OSCSC Ltd, reserves the


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(Signature of the Tenderer)

right to reject any or all tenders without assigning any reason there of and does not bind himself to accept the lowest or any tender. He also reserves the right to accept the tender for any or all the offers. The successful tenderer shall be advised of the acceptance of his tender by a letter / fax / e-mail. Where acceptance is communicated by fax / e-mail, the same shall have to be acted upon immediately, without awaiting for the post copy in confirmation.

11. Execution of Agreement:

The successful tenderer shall enter into an agreement with the Corporation in the prescribed format. **The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value. Execution of agreement shall be made on furnishing of required security deposit & two-passport size photograph duly attested by gazetted officer.** The Agreement shall be executed within one week of the acceptance of tender or such extended time, if any duly approved by Corporation failing which the Contract shall be liable to be rescinded solely at the discretion of Managing Director. In such case the Earnest Money Deposit of the tenderer shall stand forfeited at the discretion of Corporation.



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(Signature of the Tenderer)

DETAILED TERMS AND CONDITIONS FOR APPOINTMENT OF HANDLING AND TRANSPORT CONTRACTORS FOR RAKE LOADING AND UNLOADING OF CUSTOM MILLED RICE (CMR)

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

Odisha State Civil Supplies Corporation Ltd. [hereinafter referred as OSCSC.Ltd.] intends to appoint Handling and Transport Contractors (H & T Contractor) for rake loading and unloading of custom milled rice (CMR) in the State of ODISHA from despatching districts to recipient districts as specified in the table below. The CMR will be in 50 kg net packed in gunny bags.

The Handling operation will be **COMPOSIT ONE**, covering all operations at despatching RRC & receiving RRC as detailed at 'B' of general information.

Despatching RRC	Receiving RRC
Sambalpur (OSWC, Durgapali & other RRC) at District Head Quarter.	Balasore / Bhadrak / Mancheswar (Bhubaneswar), Jajpur Road, Cuttack, Ganjam, Jagatpur (OSWC), CWC Choudyar {CWC godowns / godowns managed by CWC, OSWC, Corporation godown & RRC at the Head Quarter.}
Bargarh (CG-I, CG-II, CWC Bargarh & RRC at District Head Quater	-do-
Bolangir (OSWC Bolangir, Malmunda & CWC Bolangir	-do-
Kalahandi (OSWC, Kesinga & other RRCs at Kesinga)	-do-
Nuapada OSWC, Khariar Road & OSWC, Dumerpani	-do-
Ganjam CWC godown, Berhampur & OSWC godown, Jagannathpur.	Rayagada, Jeypore (Koraput) {OSWC, CWC godowns / godowns managed by CWC, OSWC, Corporation godown & RRC at the Head Quarter.}

N.B:- BESIDES ABOVE GODOWNS, AS PER THE REQUIREMENT, LOADING AND UNLOADING MAY BE MADE AT NEARBY GODOWNS LOCATED AT THE HEADQUARTER OF RAKE LOADING AND UNLOADING POINTS, WITHIN A RADIUS OF 10KM FROM THE RAIL HAED.

I. Definitions: -

- i) The term '**Contract**' shall mean and include the notice inviting tender, the invitation to tender, incorporating the instruction to tender, the tender documents, its annexures and schedules, acceptance of tender and such general and special conditions as may be added to it as & when required & agreement.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

- ii) 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.
- iii) The term '**Custom Milled Rice**' (CMR) & '**Stock**' shall mean and include the rice packed in 50 kg net in jute gunny bags after milling of the paddy received from the Corporation.
- iv) '**District Manager**' shall mean the District Managers of the OSCSC.Ltd, working in Revenue District.
- v) "**Govt.**" means Govt. in Food Supplies & Consumer Welfare Department of Govt. of ODISHA, Bhubaneswar.
- vi) '**Handling &Transport Contractor**' shall mean & include a contractor appointed by the OSCSC Ltd. for loading, unloading of CMR and other related work on the stock transposed on rake.
- vii) 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.
- viii) '**RRC**' shall mean the godowns owned/hired by the OSCSC Ltd. for storing of food grains (CMR). This shall include Corporation godown, hired godown, hired godown managed by CWC/OSWC & godowns of CWC/OSWC/FCI.
- ix) The term '**Tenderer**' shall mean and include the person or persons Hindu undivided family, 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;
- x) '**Weighment**' shall mean weighment of Rice with gunny bags.

II. **Parties to the Contract:**

- a) The Parties to the contract are the H & T Contractor and the OSCSC.Ltd, represented by its Managing Director / 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, on enquiry, it is found that the person concerned has no such authority, the OSCSC.Ltd, represented through the Managing Director, may, without prejudice to other civil or criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.

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(Signature of the Tenderer)

- c) Notice or any other action to be taken on behalf of the OSCSC.Ltd. may be given / taken by the Managing Director or any other officer so authorized and acting on his behalf.

III. **Constitution of Contactor/s:**

- a) H & T Contractor shall at the time of submission of tender declare whether they are Sole Proprietary concern or registered partnership firm or private limited company or a public limited company, Cooperative Society incorporated in India or a Hindu undivided family. The composition of the partnership, names of Directors of Companies or name of the Karta of Hindu Undivided Family as the case may be, shall also be indicated. Similarly in case of Cooperative Society, the name of Secretary, by-laws, nature of business under taken, and areas of operation shall be indicated. The Contractor shall also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of contract would lie. The persons so nominated shall be deemed to have power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractor.
- b) The contractor, during currency of the contract shall not make any change in the constitution of the firm without prior approval of Corporation in writing. The contractor shall notify to the Corporation the death / resignation of any of their partner / directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

IV. **Subletting:**

The contractor shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Corporation. **In the event of the contractor contravening this condition, the Corporation shall be entitled to place the contract elsewhere on the contractors account and at their risk and the contractor shall be liable for any loss or damage**, which the Corporation may sustain in consequence or arising out of such replacing of the contract.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

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 treated as their own employees / workers in all respects and the responsibility under the Workmen's Compensation Act 1923; Employees Provident Fund Act 1952; Maternity Benefit Act 1961; Contract Labour (Regulation & Abolition) Act 1970; Payment of Gratuity Act 1972; Equal Remuneration Act 1976; ESI Act 1948; Minimum Wages Act 1948 or any other similar enactments and rules made there under with upto date amendments in respect of all such personnel shall be that of the contractor. The contractor shall be bound to indemnify the Corporation against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act, 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in employment of the contractor or not.
- b) The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act, 1952, and the scheme framed there under in respect for the labour employed by him. The contractor shall recover the amount payable by such employees and deposit the same with concerned PF authorities. 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 OSCSC Ltd. shall be entitled to set off against the amount due to the contractor, the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the labour employed by the Contractor.

The Contractor shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act, 1952 and the scheme framed there-under, prescribed and / or when demanded for inspection to the Officers of the Regional Provident Commissioner and to the


(Signature of the Issuing Officer)

(Signature of the Tenderer)

Managing Director, OSCSC.Ltd, Bhubanewar or an Office authorized by him or acting on his behalf.

- c) In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Governments./ Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
- d) Notwithstanding the fact, whether the said legislations, enactments or any statutory modifications thereof are applicable or not to the employees / workers employed by the contractor, he shall pay the following to them: -

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

The contractors shall pay not less than minimum wages to the workers engaged by them on either time rate basis or piece rate basis on the work. **Minimum wages both for the time rate and for the piece rate work shall mean the rates notified by appropriate authority at the time of inviting tenders for the work.** Where such wages have not been so notified by the appropriate authority, the wages prescribed by the Managing Director, as minimum wage shall be made applicable. The contractor shall maintain necessary records and registers like wage book and wage Slip etc. Register of unpaid wages and Register of Fines and Deductions etc.

ii) **Weekly off:-**

The contractors shall allow or cause to be allowed to the workers directly or indirectly employed in the work one-day rest for six days continuous work and pay wages at the same rate as for duty.

iii) **Attendance Allowance:-**

The contractor shall pay the required attendance allowance per day to the regular workers generally employed by him on piece rate or time rate basis when such worker report for duty on the day but is not booked or given work for the day shift.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

Aforesaid wage / benefits at Clause VI (d) (i) to (iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The Managing Director shall have the right to deduct from money due to the contractor, any sum required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages, or of deductions made from his or their wages which are not justified or non observations of the regulations/enactments mentioned in Clause VI (a) and VI (b).

VII. Bribes, Commission, Corruption etc:-

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or any one of their partners / Directors / Agents or servant or any one-else on their behalf to any officer, servant, representative or agent of the Corporation or any person on his or their behalf for showing or for bearing favour or disfavour to any person in relation to the contract, shall be subject to the cancellation of this contract or any other contract with Corporation also to payment any loss or damage resulting from such cancellation by the contractor.

VIII. Period of Contract:-

The contract shall remain in force for a period of one year from the date of execution of agreement or such later date as may be decided by the Managing Director. The Managing Director at his sole discretion, reserves the right :-

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

IX. Summary Termination:-

- a) In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the terms and conditions governing the contract, the Managing Director


(Signature of the Issuing Officer)

(Signature of the Tenderer)

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 contractors and to claim from the contractors any resultant loss sustained or costs incurred.

- b) The non performing /defaulting contractor **may be suspended/banned for trade relation/black listed for a period up to 5 years based on the gravity of non performance/default of the contractor, by the Managing Director of the OSCSC Ltd., whose decision in the matter shall be final and binding.**
- c) **The Managing Director shall also have, *without prejudice to other rights and remedies*, the right to terminate the contract forthwith in the event of breach of any of the terms and conditions of the contract and to get the work done for the unexpired period of the contract, at the risk and cost of the contractors and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or unwork-man like performance of any of the services under the contract.**
- d) The contractor shall be responsible to supply adequate and sufficient labour, scales/trucks/carts/any other transport vehicle for loading / unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the Managing Director or an officer acting on his behalf within the time specified. If the contractor fails to supply the required number of labour, scales and trucks in due time, the Managing Director shall, at his sole discretion without terminating the contract be at liberty to engage other labour, scales, trucks etc. at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Managing Director shall be final and binding on the contractor.
- e) **The Corporation reserves the right to call for report from the concerned Collector/District Manager of the concerned Districts on antecedent & unusual working of the transport contractor during currency of contract. If any adverse report is received from the concerned authorities, the agreement with the Contractor shall be reviewed for cancellation or otherwise solely at discretion of**


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(Signature of the Tenderer)

the Corporation. The contractor shall be duty bound to accept the decision of the Corporation in such event & shall not be entitled to claim any cost for premature terminations.

X. Security Deposit:

- a) On acceptance of the tender, the contractor shall be required to make security deposit of Rs.10.00 lakhs (Rupees Ten Lakhs) only for any or all the despatching districts and receiving districts in shape of Bank Guarantee issued from any Nationalized Bank / Scheduled Bank duly executed in favour of Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar within such time as may be allowed by the Corporation, failing which the contract shall be terminated and EMD shall be forfeited.
- b) The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the time it is held by the Corporation.
- c) 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 of the contract 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.
- d) In the event of premature termination of the contract as envisaged in Clause-viii & ix, the Managing Director, 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.
- e) The decision of the Managing Director in respect of such damage, losses, charges, costs or expenses shall be final and binding on the contractors.
- f) 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 then 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 sum found not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due.


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- g) Whenever the security deposit falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

XI. 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 occurred to the corporation due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the Managing Director 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) All the partners/ all the directors/ all the family members of HUF shall be liable jointly and severally for payment of dues of the corporation for H & T Operations and shall be liable for the working of any partner/ any director/ any family member or their *employees as the case may be*. During the currency of this contract there shall not make any change in the constitution of the firm/ company/ proprietorship /partnership without prior approval of the Corporation in writing.
- c) The tenderer shall intimate to the Corporation about the death, resignation or removal of any of his partners/Directors immediately on the happening of such an event. On receipt of such intimation the Corporation shall have the right to terminate the contract, unless such intimation contains undertaking by Firm / Company / Proprietor / Partner that the terms of the agreement will be binding on the Firm /Company / Proprietor / Partner through the authorized person duly representing the Firms or Company.
- d) 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 as aforesaid, the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security


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deposit furnished by the contractors as specified in para X. 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.

- e) In the event of default on the part of the contractor in providing labour, sufficient trucks etc. and / or their failure to perform any of the services mentioned in this document efficiently and to the entire satisfaction of the Managing Director or any officer acting on his behalf, **the Managing Director shall, without prejudice to other rights and remedies under this agreement, have the right to recover by way of compensation from the contractor a sum of such Rupees per day or part of a day of the default as the Managing Director in his absolute discretion may determine, subject to the total compensation/liquidated damages during the duration of the contract not exceeding 50% of the transportation cost.** The decision of the Managing Director in the matters whether the contractor has committed such default or failed to perform any of such services efficiently and is liable to pay any compensation/liquidated damages and as to the quantum of such compensation/liquidated damages shall be final and binding on the contractor.

XII- Set off:

Any sum of money due and payable to the contractor (including security deposit returnable 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.

XIII Book Examination: -

The contractor shall, whenever required, produce or cause to be produced, for examination by the Managing Director or any other officer authorized by him in 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 Managing Director, his authorized representative or District Manager on the question of relevancy of any documents information or return shall be final and binding on the contractor.


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The contractor shall produce the required documents information and returns at such time and place as may be directed by the District Manager, Managing Director or any officer acting on his behalf.

XIV Volume of Work

- a) Subject as hereinafter mentioned, the Corporation does 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 confirm a right on the contractor to demand that the work relating to all or any item thereof at the concerned specified depot should necessarily or exclusively be entrusted to him. ***The Corporation shall also have the exclusive right to appoint one or more contractors at any time viz at the time of award of the contract and/or during the tenure of contract for any or all the services mentioned hereunder and to divide the work as 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.***
- b) In case the approved transport contractor fails to transport CMR during currency of the agreement due to any reason, the Corporation shall have the right to rescind contract forthwith and/or take any other steps including imposition of penalty to the contractor. In that event the Corporation shall have the right to appoint either the L₂ or any other contractor who may be found suitable to perform the work in time as mutually agreed upon.
- c) The Corporation shall also have the right to appoint transport contractor(s) from among the selected transport contractors for the district on negotiation, where no contractor(s) selected for rake operation of rice.

XV Delays, Strikes etc : -

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


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XVI Laws governing the contract:-

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

XVII RAKE OPERATION

PART-I FOR STOCKS LOADED AT DESPATCHING DISTRICT

- a) The contractor shall break stack at RRC, load the CMR to vehicle and make weighment.
- b) After proper weighment and documentation, the contractor shall transport the stock to the rake loading point as specified at A (General information).
- c) The stock shall be loaded in the rake on proper dunnage in each wagon.
- d) The Contractor shall, arranged required number of trucks for such quantity of foodgrains, as may be required on ascertaining from the Managing Director/ District Manager or an Officer acting on his behalf, for rake loading and unloading as the case may be. The Contractor shall take care not to mix bags of different kinds of foodgrain bags containing different qualities of the same foodgrains and bags containing wet/damaged foodgrains sweepings, etc., with bags of sound grains etc. The contractor shall be in readiness to arrange handling operation at short-notice and he / she shall be bound to comply with such requisitions.
- e) The contractor shall provide adequate dunnage at the RRC for loading of stock to the vehicle and at the rake loading place. He shall collect the spillage, clean the same, if required and fill it in the bag and carry the stock along with other stock.
- f) Dumping at railway shed, if required, shall be arranged by the contractor, including its safe storage, watch and ward till stock is loaded to the wagon.
- g) **Loading of stock shall be completed within the free time allowed by the railway authority. Payment of demurrage, if any, for loading beyond free time shall be borne by the contractor.**
- h) The contractor shall submit the details of stock loaded in each wagon in shape of bag and quintal to the District Manager of despatching and receiving district.

PART-II FOR STOCKS UNLOADED AT RECIPIENT DISTRICT

- a) The contractor shall unload the CMR from the rake, transport to RRC point, weighment of stock & stacking inside the godown..


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- b) The contractor shall provide adequate dunnage at the rake unloading place and at RRC point during unloading of stock. He shall collect the spillage, clean the same, if required and fill it in the bag and carry the stock along with other stock.
- c) Dumping at railway shed, if required, shall be arranged by the contractor, including its, safe storage, watch and ward till transported to RRC.
- d) **Unloading of stock shall be completed within the free time allowed by the railway authority. Payment of demurrage, if any, for un-loading beyond free time shall be borne by the contractor.**

XVIII. WEIGHMENT:-

- a) The weighment shall be at RRC points or at nearby weighbridge point where the RRC has no weighbridge facility as decided by the District Manager of the despatching & receiving Districts / at Rail head. The rate quoted shall be inclusive of such weighment cost.
- b) Tenderer must acquaint himself beforehand with the place of weighment for the despatching & receiving RRC and shall quote the rate accordingly.
- c) In case of non availability of weigh bridge at RRC or at near by place, the remuneration for weighment of stock shall be deemed to include in the rate quoted, which includes placing of packets, wherever necessary, near the scale either before or after weighment, carrying out the weighment by placing the packets on the scale and removing the packets from the scale. Weighment of CMR as described above, shall be done in conjunction with any other service like receipt, dispatch/ delivery etc. either at RRC or any where else as directed by the District Manager or an officer acting on his behalf.

XIX. Shortage.

- a) Actual shortage of stock or 0.5% of the stock as per R.R (Railway Receipt), which ever is less, will be admissible for all operations as specified at para 'B' of general information from the point of loading at RRC of despatching district to stacking inside the RRC of receiving district.
- b) The quantity of stock of rice delivered on weighment to the H & T contractor at despatching RRC and quantity of rice delivered by the H &T contractor on weighment at receiving RRC shall determine shortage of stock, if any.


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- c) The value of the stock beyond the admissible shortage as detailed above shall be realized from the contractor at the economic cost as fixed by the Govt. of India for the KMS.
- d) In case CMR of more than one KMS is transported in one rake, then the cost shall be realized at the rate of the current KMS, during which such transportation is made.

XX. Insurance Coverage of Stock.

- a) The H & T contractor shall make transit insurance, covering all risks during transit of stock from RRC of the dispatching district to RRC of receiving district through rail & road movement. The Insurance Policy shall be made in favour of Managing Director, OSCSC & the premium shall be borne by the H & T contractor.
- b) The liability of the H & T Contractor for shortage beyond 0.5% shall not cease even if the stock is insured
- c) Insurance claim, if any, settled by the Insurance Company in favour of Corporation shall be passed on to the H & T contractor. It is the responsibility of the H & T contractor to produce required documents for preferring claim to Insurance Company by OSCSC within the specified time as allowed by the Insurance Company.

XXI Remuneration:-

- a) The contractor shall be paid the remunerations in respect of the services described in Para XVII and performed by them at the contract rate. **The contract rate shall be binding on both parties for one year with effect from the date of execution of the agreement.**
- b) The payment shall be made only for quantities of CMR delivered at the RRC of receiving district. .
- 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 Managing Director 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


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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 waived.

- 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 Managing Director, whose decision shall be final and binding on the contractor.
- f) Shortages in transit, loading & unloading, stacking, stack breaking beyond admissible limit as described in para-XIX shall be recovered from bills of the contractor @ the economic cost of the CMR as fixed by the Government of India for the KMS during which rake operation is made.

XXII Payment :-

- a) **The payment shall be made only for net quantity of CMR handled in gunny bags. No payment shall be made on the weight of gunny bag used as container of CMR..**
- b) Payment will be made by the Managing Director on submission of bills, in duplicate duly supported by consignee receipts/or work certificate issued by the District Manager or an officer acting on his behalf, as the case may be. Work certificate shall be issued by the District Manager of despatching district & receiving district. **The work certificate shall have the detail of CMR in bags and quintals delivered to the contractor for rake loading by despatching district and CMR received at the RRC in the receiving district.**
- c) The contractor shall submit all their 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.
- d) 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.
- e) The payment shall be made through cheque/e-payment system for which the following details shall be provided by the contractors immediately after commencing of the contract:-


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- (1) Bank Account No.
- (2) Name of the Bank
- (3) Bank RTGS code (IFSC Code)
- (4) PAN No.

XXIII. Duties and Responsibilities of the Contractor.

The contractor shall carry out all items of services assigned or entrusted by the RRC in-charge or any Officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said Officer. They shall render the services to the satisfaction on the RRC incharge or an Officer acting on his behalf, together with such auxiliary and incidental duties, services and operation as may be indicated by the said Officer(s) and are not inconsistent with the terms and conditions of the contract. Remuneration for all auxiliary and incidental duties and services not specially provided for in the schedule of rates for services shall be deemed to be included in the remuneration for all auxiliary and incidental duties. Some of such auxiliary and incidental duties are mentioned below:-

1. **Liaison:-** The contractor is required to keep continuous & close liaison with the officials in charge of the RRC, District Managers and other officials of OSCSC.Ltd. in respect of programme of rake loading & unloading and ensure complete care of the stocks from the time of its delivery at RRC of despatching district till it is received and stored in specified godowns/transported to specified places.
2. **Reasonable diligence:-** 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.
3. **Adequate Staff:-**The contractor shall engage competent and adequate staff and labour to the satisfaction of Corporation for ensuring efficient loadind & unloading of CMR Packets, and furnishing correct and up to date position/information/progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Managing Director, District Manager/Godown Incharge / Manager or authorized representative of OSCSC.Ltd. 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


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caused by neglect and misconduct, etc; of the contractor, their servants or agents or representatives shall be final and binding on the contractor.

4. **Responsible Representative:-** The contractor shall intimate the RRC-in-charge, 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 office of the Godown Manager / 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 and dispatches and other godown activities and to report the progress of loading/unloading/transport work, etc and generally to take instructions in the matter.
5. **Precautions to avoid wastage / loss / damage of stock:-** The contractor shall take adequate steps and necessary precautions to avoid wastage and damage to the foodgrains etc. during the loading / unloading of trucks / carts/wagons/ any other transport vehicle at the Railhead / Godowns or any other loading / unloading point. The contractor shall be liable for any loss which the Corporation may suffer on account of the bags not being properly handled. The decision of the RRC incharge regarding such loss shall be final and binding on the contractor. They shall spread their own tarpaulins or gunny bales at the loading / unloading points to avoid wastage and damage. The contractor shall be liable for any loss in excess of admissible shortage (Clause-XXI), which the Corporation may suffer from any loss in quantity and quality of stock handled by him. The decision of the Managing Director on such loss shall be final and binding on the contractor.
6. **Tarpaulins & Dunnage:** The contractor shall provide sufficient number of dunnage for each wagon for safe storage of stock during transportation, to protect those from rains and other, natural happenings including natural calamities. He shall provide tarpaulins at loading & unloading points at RRC & railway point to collect spillage. The contractor shall collect, improve & fill the spillage in bags. He shall deliver such stock alongwith other stock. He shall be responsible for any loss that may arise due to his failure to supply adequate dunnage or to take reasonable precautions. The contractor shall provide sufficient number of tarpaulins for each truck/cart/any other transport vehicle to cover the bags of fodgrains etc. during the rains and shall be responsible if the foodgrains etc. are damaged by rain through their (contractors) failure to supply


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adequate number of tarpaulins or to take responsible precautions. The decision of the RRC incharge in this matter shall be final and binding on the contractor. The decision of the Managing Director in this matter shall be final and binding on the contractor.

7. **Restriction on use of large hook:-** The contractor shall provide their own planks and supporting bags to serve as ladders for the purpose of loading / unloading into/ from trucks/carts/wagons or stacking, no filled bags (with grains etc.) shall be used in the operation. The contractor shall use usually small regulation size hooks approved by the RRC incharge to their workers for handling foodgrains etc. The contractor shall ensure that their workers do not use large hooks for handling CMR Packets at any stage. The use of hooks other than those if any approved by the Corporation shall render the contract liable to 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 Managing Director on such losses shall be final & binding.
8. **Railway receipt and delivery of consignment:-** The contractor shall obtain from the RRC incharge or an Officer acting on his behalf, particulars of consignments expected to be received and / or proposed to be despatching from / at godowns / railheads as the case may be. In case of recipient of foodgrains etc. the contractor shall collect the relevant Railway receipts and arrange to take delivery of consignments within the free time allowed by the Railway. If the Railways receipts for a particular consignment is not available, the contractor shall take delivery or arrange despatch of consignment of foodgrains etc, at short notice and they shall be bound to comply with such request/s.
9. **Preparation of notes:-** The contractor shall prepare necessary forwarding notes, risk note forms, etc in respect of consignments intended for dispatch by Railways.
10. **Railway freight:-** If any consignment received has been booked on “freight to pay” basis the contractors shall pay freight by means of firm’s credit-note which they shall obtain from the District Manager, despatching district / RRC incharge or any Officer acting on his behalf. But if for any reason (s) these are not issued, the contractor shall themselves pay the freight in the first instance and then get reimbursed the same by submitting a stamped and pre-receipted bill supported by vouchers.
11. **Wagon seal:-** The contractor shall ensure before the commencement of unloading of each wagon that the wagon seals are intact and if any wagon seal is found to be tempered with, they shall bring the matter to the notice of the Railway authorities and delivery of such consignment shall be taken in the presence of the Railway


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representative. The contractor shall promptly report it in writing to the District Manager, receiving district / RRC incharge or any Officer acting on his behalf.

12. **Maintenance of records:-** The contractor shall keep a complete and accurate record / account of number of bags unloaded from each wagon and in the event of any shortage being noticed, shall bring in writing such shortage promptly to the notice of the District Manager, receiving district / RRC incharge or an Officer acting on his behalf and the Railway authorities concerned. They shall keep aside any stocks of damaged bags received in the wagons and after ascertaining the loss by weighing, report to the fact to the concerned authorities viz, the District Manager, receiving district / RRC incharge or any Officer acting on his behalf and the Railways.
13. **Cleaning of wagon:-** The contractor shall as and when required, be also responsible for the cleaning of the interior of any type of wagon prior to loading to the satisfaction of the Officer (s) supervising loading / despatches. The remuneration for loading the wagons shall be deemed to include the remuneration for such routine cleaning of wagons, as and when, to the extent found necessary.
14. **Hand shunting of wagon:-** The contractor shall, as and when required, be responsible for hand shunting of wagons to/from loading / unloading points. The remuneration for loading / unloading of wagons shall be deemed to include the remuneration for such hand shunting of wagons and to the extent found necessary.
15. **Sealing of wagon door:-** The contractor shall as and when required, be also responsible for rivetting and sealing of the doors of the wagons at the time of dispatch, or removing rivets or seals at the time of receipts.
16. **Railway receipt:-** The contractor shall obtain clear RAILWAY RECEIPTS in respect of consignment booked by them. If the contractors find any difficulty in getting clear R.R in respect of consignment packed in new bags, they shall take up the matter with the Railway Authority. If in any case the Railway Authority refuses to issue clear Railway receipts, the contractor shall bring the matter in writing to the notice of the District Manager, despatching district / RRC incharge or any Officer acting on his behalf. Copies of all correspondence in the matter shall be sent by the Contractor to the Managing Director / District Manager / RRC incharge and / or to the Officer acting on his behalf. The Contractor shall obtain Railway receipts expeditiously from the Railway and immediately submit the same to the District Manager / RRC incharge / or an Officer acting on his behalf.


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17. **Labels on the wagon:-** The Contractor shall also be responsible (as and when required) to put 6 labels each of the size “6 x 9” bearing the name of the destination in each wagon at the time of despatch.
18. **Rebagging of stock:-** The Contractor shall provide adequate number of stitchers and sweepers at their own cost at all loading / unloading and other operational points to carry out minor repairs to leaking bags with twine. The twine provided shall be three ply doubled up.

The Contractor shall also deploy tally clerks at their own cost for maintenance of stock account in the godown and at the Railway godshed. The tally clerks would be deployed at the rate of minimum one clerk for each rake, or part thereof during all working days as required, at the centre or as prescribed by the Managing Director or his authorized representative for the RRC operation and related jobs as may be required. The rates quoted per various items in the schedule shall be inclusive of expenses towards deployment of such tally clerks for accounting purpose at the RRC and no liability whatsoever would accrue to OSWC on account of them working for the Contractor.

19. **Collection of spillage and bagging thereof:-** The Contractor shall collect all sweepings and spillage of foodgrains from wagons floors, loading / unloading points / godowns and fill them after cleaning if necessary, in slack bag or in other empty bags supplied by Corporation and firmly stitched them with atleast 16 stitches. The twine for this purpose shall be three ply doubled up.
20. **Loading / unloading within free time:-** The Contractor shall be responsible for unloading/loading the wagons within the free period allowed by the Railways and also for loading / unloading the trucks / carts / any other transport vehicles expeditiously. The Contractor shall be liable to make good any compensation demurrage / wharfage as per Railways rules in force during the period of contract, or other charges or expenses that may be incurred by the Corporation on account of delays in loading / unloading of trucks / carts and loading / unloading of wagons unless the delay is for reasons beyond the Contractors control. The decision of the Managing Director in this respect shall be final and binding on the Contractor.
21. **Consignee's receipt:-** The Contractor shall be responsible for obtaining consignee's receipt of all bags entrusted to them for carrying and for handing over the receipt next day to the RRC incharge or any Officer acting on his behalf.


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22. **Restacking of bags:-** 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 if the stacking is faulty and not to the satisfaction of the RRC incharge or any Officer acting on his behalf . 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 happen to be within three months from the date of original slacking of bags and for such restacking of bags, no remuneration shall be allowed to the Contractor. The decision of Managing Director regarding such loss shall be final and binding on the Contractors.
23. **Standardization of cleaned stock:-** 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 Managing Director in the matter shall be final and binding on the Contractor.
24. **Empty bags:-** The Contractor shall carry empty bags from the gunny storage godowns or from any other place indicated by the District Manager / RRC incharge or an Officer acting on his behalf to the place (s) of operations for bagging rebagging etc. and no extra remuneration for such carriage of empty bags will be payable on any account.
25. **Use of hand trolley:-** 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 is progressively introduced for the alleviation of the lot of the labourers. Such hand trolley or wheeled contrivances will be supplied to the labourers 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.
26. **Report & returns:-** The Contractor shall be responsible for keeping complete and accurate account of all supplies of foodgrains etc. and empty gunny bags received by them from the Corporation and shall render accounts and furnish returns and statements in such a manner as prescribed by the Managing Director or the Officer acting on his behalf.

27. **Safe operation of goods:-** The Contractor shall be responsible for the safety of the goods while in transit in their trucks / carts / any other transport vehicles and for delivery of quantity despatching from the Railhead / Godowns etc. as the case may be to the destination or to the recipients to whom the grain etc. is required to be transported by the Contractor. They shall provide tarpaulins on decks of the trucks, so as to avoid loss of the grain etc. through the holes / crevices in the decks of the trucks. They shall also exercise adequate care and take precautions to ensure that the foodgrains bags are not damaged while in transit in their trucks / carts / any other transport vehicles. They shall deliver the number of bags and the weight of foodgrains etc received by them and loaded on their trucks. They shall be liable to make good the value of any shortage, wastage, losses or damage to the goods in transit beyond the permissible shortage as specified at Clause-XXI except when the Managing Director (whose decision shall be final) decides that the shortage causes beyond Contractor's control.
28. **Liability:-** The Contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the Contractors negligence and unworkman 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 demurrage, wharfage etc and for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligent or otherwise of the Contractors themselves or their employees. The decision of the Managing Director regarding such failure of the Contractor and their liability to the losses to etc suffered by Corporation shall be final and binding on the Contractor.
29. **Weighment of stock:-** The Contractor shall provide and maintain correct weights and scales get them stamped in time and carry out all the weighments accurately. The RRC incharge or any Officer acting on his behalf shall have the right to check the weights, scales and weight of any bag or bags.
30. **Wagon cover:-** The Contractor shall, when directed to do so, arrange, to obtain tarpaulins / ropes / lashes supplied by the Railway, transport them, if necessary spread tarpaulins over or inside open box type or leaky covered wagons as the case may be and tie the ropes / lashes over the consignments of foodgrains loaded in such wagons, with a view to ensure the safety of goods in rail transit and also untie ropes /


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lashes and remove the tarpaulins from the wagons and perform all other auxiliary services connected with the handling of such wagons. The remuneration for loading / unloading of such wagons shall be deemed to include the remuneration for the aforesaid service also.

31. **Corrupt practice:-** The Contractor shall not indulge in corrupt practices like 'Dala' system and 'bait', failure to which shall be liable for penal action for such corrupt practices / unfair means.
32. **Rules and regulations governing the workings:-** The contractor shall strictly abide by all rules and regulations of State, specifically RTA, Police, Municipal Authorities and other local bodies.
33. **Loading as per M.V.Act:-** The contractor shall not load more than permissible quantity of CMR in each truck before transportation as provided under M.V. Act. If the contractor shall load the stocks beyond permissible limit provided under the statute, the contractor shall be responsible for such violation of statute & any consequential penalty thereof. The Corporation shall not be liable for such act of contractor.
34. **Books of Accounts:-** The contractor shall be responsible for keeping a complete and accurate account of CMR in quintal and bags loaded & unloaded at each wagon and stock handled at dispatching and receiving RRC by him and shall render accounts and furnish returns and statements in such a manner as may prescribed by the Managing Director or the Officer acting on his behalf.
35. **Shortage / Wastage / Loss / Damage:-** The contractor shall be responsible for the safety of the CMR while storage at Railway shed & in transit through their trucks to the railway point for loading and from railway point to specified Godowns/RRC. He / She shall provide tarpaulins on decks of the trucks, so as to avoid damage of the CMR. He / She shall also exercise adequate care and take precautions to ensure that the CMR is not damaged while in transit in their trucks to railway point / specified Godowns. He / She shall deliver the equal quality / quantity of CMR as received by them before transportation. He / She shall be liable to make good the value of any shortage, wastage, losses or damage to the CMR in transit as prescribed at the Clause-XXI.
36. **Working at night:-** 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 Managing Director/ the District Manager or an


(Signature of the Issuing Officer)

(Signature of the Tenderer)

Officer acting on their behalf. The Contractor shall, whenever required, supply petromax lamps for carrying out work during the night. The actual charges not exceeding rupee one per light per night / day for lights hired by the Contractor for working at night or during day time in such godowns which are insufficiently lit, will be paid by the Corporation on submission of bills supported by relevant vouchers in original. The bills for hire charges for lights shall required to be certified by RRC incharge or any Officer acting on his behalf.

37. **Realisation of damage / loss / wastage / shortage:-** The contractor shall be liable for all costs, damages, shortage, charges and expenses suffered or incurred by the Corporation due to the contractor's, negligence and unworkman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damage to rice and for all damages or losses occasioned to the Corporation or in particular to any property or plank belonging to the Corporation due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the Managing Director regarding such failure of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.
38. **Demurrage charges:-** The contractor shall load and unload stock in rake operation within the free time allowed by railway authority. Payment on demurrage charges, if any, for operation beyond the free time at rail head shall be borne by the contractor. Corporation has no liability on this count.
39. **Display of stock:-** The Contractor shall display prominently on their trucks one or more sign boards as prescribed by the Corporation painted in black and white indicating that the stocks are carried on behalf of ODISHA State Civil Supplies Corporation. No extra remuneration, whatsoever will be payable for displaying such sign boards. The RRC incharge or any Officer acting on his behalf shall have the right to disallow loading of any truck if the Contractor does not display prominently the sign boards of the aforesaid type.
40. **Amendment of Tender Condition:-** OSCSC Ltd. reserves the right to amend the tender conditions at any time during the currency of contract, which shall be binding on the contractors.


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41. **Execution of Agreement:-** The selected contractor shall be required to execute an agreement with the Corporation in the prescribed form within the time as may be prescribed by the Corporation. **Failure to comply any or all of the conditions of the agreement shall render the contractor to liquidate damages on account of such failure in addition to forfeiture of the security money in full or in part. The Corporation also reserves the right to take recourse to any legal action against defaulting contractor in addition to forfeiture of security money and liquidated damages.**
42. **Certificate of transport Authority:-** The tenderer shall enclose copy of his registration certificate with transport authority.
43. **Annual turnover:-**The tenderer shall have an average annual turnover of atleast 50 lakhs in the financial year 2009-10 & 2010-11. The tenderer has to enclose the copy of the annual audited accounts & copies of Annual Income Tax Returns for the above two financial years with tender papers.
44. **Experience Certificate:-** Only the Tenderer, who has performed rake handling operations on behalf of Central Government, any State Government, Central or State Agency or undertaking or PSU shall be eligible to participate in tender. The tenderer shall accordingly submit experience certificate from the concerned organization alongwith the tender document.
45. **Affidavit:-**The Tenderer shall furnish an affidavit stating that no criminal case is pending against the tenderer in any court and no vigilance case is pending and the tenderer is not blacklisted by the Central Government, any State Government, by Central or State Agency or undertaking or PSU.
46. **Gurantee on handling operation:-**The tenderer shall guarantee the transportation 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 Managing Director.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

JURISDICTION OF THE COURT

- (i) In the event of any dispute covering or arising out of this contract/agreement the jurisdiction of the court shall be at Bhubaneswar & it is hereby expressly agreed that neither party shall be competent to bring any case/suit in regard to the matters covered by this agreement at any place outside Bhubaneswar.
- (ii) It is expressly agreed & declared by & between the parties hereto that all amounts due to the Corporation under terms of agreement, if not paid in time be recoverable under ODISHA Public Demand Recovery Act-1962 (ODISHA Act-1 of 1963) or through civil court & shall bear interest @ 18% per annum from the date when such payment falls due up to the date of final recovery. Besides criminal action shall also be taken against the defaulting contractor in appropriate court of law within the State of ODISHA following the provisions of Law in force.



(Signature of the Issuing Officer)

(Signature of the Tenderer)

APPENDIX-I

(Reference para E of Invitation to tender (General Information) and Clause-XIII of the tender)

(To be filled in by the tenderer)

I. Name, Date of birth, address of the tenderer and, telephone no., fax no/ E Mail address:

II COMPOSITION OF TENDERER

It should be stated whether the tenderer is a Hindu Joint Family business, Proprietorship concerned or registered partnership firm or a Limited Company or Labour Cooperative Society, In case of Labour Cooperative Society, the certificate for area of operation, bye-laws/resolution to participate in the tender etc. be specified. The names and date of birth of all Partners/ Directors, Proprietors, Karta of Joint Family should be given. It should be certified that there are no undisclosed partners. In the case of Limited Companies, the authorized and paid up capital should be stated. In case of Labour Cooperative Society, the certificate for area of operation, bye-laws/resolution to participate in the tender etc. be specified.

III. BUSINESS IN WHICH THE TENDERER IS EMPLOYED:-

The nature of business in which the tenderer or partners of the tenderer's firm are engaged should be stated together with particulars of where head office and branches if any, are located.

IV EXPERIENCE OF WORKING:-

Full particulars should be given if the tenderer has worked as a Labour / Handling and Transport Contractor of the Central Government; of public/ Private Companies/ organizations/ firms. The period for which the work has been done should be clearly indicated. The certificates to support the statements be attached. The tenderers should indicate clearly whether they are currently working as contractors on behalf of any Departments of Central or State Governments under taking or Railways or any other client.

V TENDERER'S BANK/S: -

The names of the Bank or Banks and (he Branches with which the tenderer has dealing and who can certify tender's financial status should be given.

Place _____

Dated _____

(Capacity in which signing)


(Signature of the Issuing Officer)

(Signature of the Tenderer)

APPENDIX – II

TECHNICAL BID
FINANCIAL SOUNDNESS AND BUSINESS COMPETENCY DATA
OF
HANDLING AND TRANSPORT CONTRACTOR FOR RAKE LOADING AND
UNLOADING OF CUSTOM MILLED RICE (CMR)

- (I) The documents, as applicable, shall be submitted alongwith the Tender, otherwise the Tender shall be treated as disqualified in TECHNICAL BID.
- (II) List of documents to be enclosed.

DOCUMENT ATTACHED

- | | | |
|-----|---|----------|
| 1. | Certified copy of Partnership deed/Articles of Association /
Memorandum of Association/Bye-laws etc. as applicable. | Yes/No |
| 2. | Authorization letter in case of partnership firm / company /
Hindu Undivided Family / Proprietor. | Yes/No |
| 3. | Certificates of experience. | Yes/No |
| 4. | Bank Statement for the last 6 months from Banker(s) | Yes/No |
| 5. | Income tax returns of last 2 financial years i.e. 2009-10
& 2010-11 and copy of PAN No. | Yes/No |
| 6. | Audited Balance Sheet P & L account of
<u>financial years 2009-10 & 2010-11.</u> (Xerox copies to be enclosed) | Yes/No |
| 7. | Copy of the license of
Transport Authority. (Xerox copy to be enclosed) | Yes/No |
| 8. | Labour License from labour office | Yes/No |
| 9. | E.P.F Registration certificate | Yes/No |
| 10. | An affidavit stating that no criminal case is pending against the
tenderer in any criminal court and no vigilance case is pending
and the tenderer is not black listed as per Clause-XXII (22). | Yes / No |


(Signature of the Issuing Officer)

(Signature of the Tenderer)

(III) EXPERIENCE ON RAKE HANDLING

Sl. No.	Name of the Client served	Contract period	Product handled	Volume in MT	Value of contract executed (Rs.)

The experience certificate on rake handling of concerned authorities shall be enclosed.

(IV) PAST PERFORMANCE

1.	Whether your firm/company had been blacklisted by OSCSC.Ltd., FCI or any other Public Sector/Govt./Quasi-Govt. Organization/ any other client?	Yes / No
2.	Whether your contract was terminated before expiry of Contract period or Security deposit/EMD forfeited by OSCSC.Ltd; FCI or any other public sector/Govt./Quasi-Govt. Organization /any other client?	Yes / No

- i) **The blacklisted parties by OSCSC.Ltd, FCI or Govt. / Quasi Govt. Organisation shall not be qualified.**
- ii) **The parties whose EMD was forfeited on serious / grave ground in the past by OSCSC.Ltd. / FCI or Govt. / Quasi Govt. organization shall not be qualified.**

(V) DETAILS OF SISTER CONCERNS

- a) Name & Address
- b) Activities engaged in by Sister Concern
- c) Directors / Partners of Sister Concern.

(Signature of the Issuing Officer)

(Signature of the Tenderer)

(VI) FINANCIAL SOUNDNESS:

1. Name of bankers, address & Telephone Nos.
2. Details of credit limits / facilities enjoyed
(Pleas give certificate of the Bank)

Sl. No.	Name of the bank and branch	Type of credit (i.e. C/C, O/D etc.	Amount of Credit Limits sanctioned (Rs.)

(VII) Details of immovable property owned by Firm/ Proprietor/ Director/ Partners.

Sl. No.	Type of Property	Identification No. with address	Owned in the name of	Present value (Rs.)

**OR
DECLARATION**

I/We hereby solemnly declare that I/We Proprietor/Director/ Partner/ Firm do not own any property.

**(Signature & Seal)
(Authorized Signatory)**

(Strike off whichever is not applicable)

(VIII) List of Partners/ Directors.

Sl. No.	Full Name of the Partner / Director
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	


(Signature of the Issuing Officer)

(Signature of the Tenderer)

I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company mentioned at Sl. Nos. is/are common/ not common (Strike of whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/ Director in other firm who has also applied for pre-qualification against same advertisement, please mention the name of the Firm/ Firms.

(Signature & Seal)
(Authorized Signatory)

Declaration about relationship with Employee of OSCSC.Ltd.

I/We hereby solemnly declare that the proprietor / one or more Partners / Directors of this firm / company has relationship / has no relationship (Strike off whichever is not applicable) with the employee of OSCSC.Ltd. (name and designation, place of posting of employee to be mentioned).

(Signature & Seal)
(Authorized Signatory)

Declaration of membership of any Goods Transport Association.

Give details if so;

Name & Address of the Association;

With Telephone/Fax No.

I/We certify that all information furnished by me/his is correct and true and in the event that the information given is found to be incorrect/ untrue, OSCSC.Ltd. shall have the right to disqualify me/us without giving any notice or reasons thereof.

(Signature & Seal)
(Authorized Signatory)


(Signature of the Issuing Officer)

(Signature of the Tenderer)

APPENDIX-III

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

1. 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) Any 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.
 - l) 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.

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


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(Signature of the Tenderer)

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

3. 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 & State Govt. Act/Rules may require to make from time to time allow.

4. REGISTER OF FINES ETC:-

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

5. PRESERVATION OF REGISTERS :-

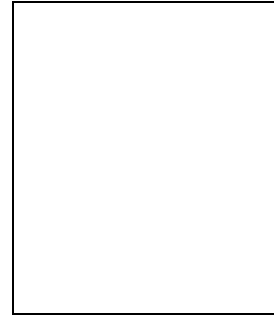
The wage book, wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them shall be made available for inspection by the Labour Enforcement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


(Signature of the Issuing Officer)

(Signature of the Tenderer)

APPENDIX – III (a)

TEMPORARY CONTRACT LABOUR'S EMPLOYMENT CARD



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

Signature of the Contractor /

Authorized Representative


(Signature of the Issuing Officer)

(Signature of the Tenderer)

Back Side of the Card

Countersigned by

District Manager (OSCSC Ltd)

-----District.,

Valid from _____ to _____

(Ref. No. _____)



(Signature of the Issuing Officer)

(Signature of the Tenderer)

FORM-I

APPENDIX-III(b)
REGISTER OF FINES.

SL NO.	NAME	Father's / Husband's name	Sex	Department	Nature and date of the offense for which fine imposed	Whether workmen showed caused against fine or not, if so, enter date	Rate for wages	Date and amount of fine imposed	Date on which fine realized	Remarks



(Signature of the Issuing Officer)

(Signature of the Tenderer)

FORM-II

APPENDIX-III(c)

**(REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE
NEGLECT OR DEFAULT OF THE CONTRACT LABOURERS).**

SL NO.	NAME	Father's / Husband's name	Sex	Department	Damage of loss with date	Whether worker showed caused against deduction, if so, enter date	Date and amount of deduction imposed	Number of installment, if any	Date on which total amount realized	Remarks



(Signature of the Issuing Officer)

(Signature of the Tenderer)

APPENDIX-IV

(PRICE BID)

**INSTRUCTIONS FOR HANDLING & TRANSPORT CONTRACTOR FOR RAKE LOADING
& UNLOADING OF RICE (CMR)**

- a) The handling & transportation of rice shall be in 50 kg packet.
- b) The rate quoted shall be a consolidated one.
- c) The rate shall for all the services to be performed at despatching district, during loading and at recipient district during unloading of CMR as specified at 'B' of General information.
- d) Separate rate shall be quoted for each despatching district rail head and location of RRC & recipient district rail head and location of RRC as per the format given.
- e) The rate shall be for transporting net quantity of rice and inclusive of weighment cost at RRC point or at nearby weighbridge or rail head.
- f) No payment shall be made for weight of gunny bags used for packing of rice.
- g) The rate shall include on the premium for transit insurance coverage of stock as specified at para- XX.
- h) The contractor shall load & unload the stock within the free time allowed by the railway. The demurrage charges, if any, required for payment to railway for delay in loading & unloading beyond the free time, shall be borne by the contractor.
- i) Actual shortage of stock or 0.5% of the stock as per R.R (Railway Receipt), which ever is less, will be admissible for all operations as specified at para 'B' of general information from the point of loading at RRC of dispatching district to stacking inside the RRC of receiving district.
- j) The quantity of stock of rice delivered on weighment to the H & T contractor at dispatching RRC and quantity of rice delivered by the H & T contractor on weighment at receiving RRC shall determine shortage of stock, if any.
- k) The value of the stock beyond the admissible shortage as detailed above shall be realized from the contractor at the economic cost as fixed by the Govt. of India for the KMS during which rake operation is made.
- l) In case CMR of more than one KMS is transported in one rake, then the cost shall be realized at the rate of the current KMS, during which such transportation is made.


(Signature of the Issuing Officer)

(Signature of the Tenderer)

FORMAT FOR QUOTING THE RATES

- a) The tenderer shall quote consolidated rate for each dispatching Rail head, Receiving Rail head and location of RRC.
- b) The stock will be dispatched from the RRC specified in the Price Bid and will be received at RRC as specified in the Price Bid. The composite rate shall be for the specified dispatching RRC & receiving RRC as illustrated below.

Dispatching RRC	Dispatching Rail head	Receiving RRC	Receiving Rail head	Composite Rate quoted p Quintal
Nuapada (OSWC Khariar Road OSWC Dumerpani)	Khariar Road	OSWC godown / Corporation godown at Balasore Head Quarter	Balesore	Rs. 'X'
	Khariar Road	OSWC godown, CWC managed godown, Corporation godown and other RRCs at Charampa & Bhadrak	Bhadrak	Rs. 'Y'
	Khariar Road	OSWC godown, Jagatpur, Cuttack / CWC godown, Cuttack	Cuttack	Rs. 'Z'
	Khariar Road	CWC godown Choudwar,	Cuttack	Rs. 'A'
	Khariar Road	Jagatpur (Corporation own godown	Jagatpur	Rs. 'B'

- c) The tenderer may quote composite rate for all dispatching rail head to all receiving rail head / all dispatching rail head to any receiving rail head / any dispatching rail head to all receiving rail head / any dispatching rail head to any receiving rail head.


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DESPATCHING DISTRICT- NUAPADA

Sl No.	Despatching district	Location of RRC from where stock to be handled for rake loading.*	Despatching District Rail Head	Receiving district	Location of RRC to where stock to be handled for rake unloading *	Receiving District Rail Head	Composite rate per quintal for all operations at despatching and receiving districts.
							Rate per quintal
1	Nuapada	OSWC, Khariar & OSWC Dumerpani	Khariar Road	Balasore	OSWC godown / Corporation godown at Balasore Head Quarter	Balasore	
			Khariar Road	Bhadrak	OSWC godown, CWC managed godown, Corporation godown and other RRCs at Charampa & Bhadrak	Charampa (Bhadrak)	
			Khariar Road	Khurda	Corporation godown at Mancheswar, Bhubaneswar	Mancheswar	
			Khariar Road	Khurda	Corporation godown, at Mancheswar, Bhubaneswar	Bhubaneswar	
			Khariar Road	Jajpur	CWC, Jajpur Road	Jajpur Road	
			Khariar Road	Cuttack	OSWC godown, Jagatpur, Cuttack	Cuttack	
			Khariar Road	Cuttack	CWC godown, Cuttack	Cuttack	
			Khariar Road	Cuttack	CWC godown, Choudwar	Cuttack	
			Khariar Road	Cuttack	Corporation own godown at Jagatpur, Cuttack (Composit rate for all operation at despatching district and at receiving godown at Jagatpur, Cuttack except unloading of stock from vehicle at Jagatpur godown and stacking inside the godown).	Cuttack	

*Location of RRC - RRC at the location as mentioned above and also RRC located within a radius of 10km from the rail head.

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- 49 -

(Signature of the Tenderer)

DESPATCHING DISTRICT- KALAHANDI

Sl No.	Despatching district	Location of RRC from where stock to be handled for rake loading.*	Despatching District Rail Head	Receiving district	Location of RRC to where stock to be handled for rake unloading *	Receiving District Rail Head	Composite rate per quintal for all operations at despatching and receiving districts.
							Rate per quintal
2	Kalahandi	OSWC, Kesinga & other RRCs at Kesinga Head Quqter	Kesinga	Balasore	OSWC godown / Corporation godown and other RRCs at Balasore Head Quarter	Balasore	
			Kesinga	Bhadrak	OSWC godown, CWC managed godown, Corporation godown and other RRCs at Charampa & Bhadrak	Charampa (Bhadrak)	
			Kesinga	Khurda	Corporation godown at Mancheswar, Bhubaneswar	Mancheswar	
			Kesinga	Khurda	Corporation godown, at Mancheswar, Bhubaneswar	Bhubaneswar	
			Kesinga	Jajpur	CWC, Jajpur Road	Jajpur Road	
			Kesinga	Cuttack	OSWC godown, Jagatpur, Cuttack	Cuttack	
			Kesinga	Cuttack	CWC godown, Cuttack	Cuttack	
			Kesinga	Cuttack	CWC godown, Choudwar	Cuttack	

Continued.....

(Signature of the Issuing Officer)

- 50 -

(Signature of the Tenderer)

			Kesinga	Cuttack	Corporation own godown at Jagatpur, Cuttack (Composit rate for all operation at despatching district and at receiving godown at Jagatpur, Cuttack except unloading of stock from vehicle at Jagatpur godown and stacking inside the godown).	Cuttack	
			Kesinga	Ganjam	CWC Berhampur / RRC of other godown at Berhampur	Berhampur	
			Kesinga	Ganjam	OSWC Jagannathpur	Jagannathpur	

*Location of RRC - RRC at the location as mentioned above and also RRC located within a radius of 10km from the rail head.



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(Signature of the Tenderer)

DESPATCHING DISTRICT- BOLANGIR

Sl No.	Despatching district	Location of RRC from where stock to be handled for rake loading.*	Despatching District Rail Head	Receiving district	Location of RRC to where stock to be handled for rake unloading *	Receiving District Rail Head	Composite rate per quintal for all operations at despatching and receiving districts.
							Rate per quintal
3	Bolangir	OSWC Bolangir, Malmunda & other RRCs) (District Head Quarter	Bolangir	Balasore	OSWC godown / Corporation godown and other RRCs at Balasore Head Quarter	Balasore	
			Bolangir	Bhadrak	OSWC godown, CWC managed godown, Corporation godown and other RRCs at Charampa & Bhadrak	Charampa (Bhadrak)	
			Bolangir	Khurda	Corporation godown at Mancheswar, Bhubaneswar.	Mancheswar	
			Bolangir	Khurda	Corporation godown, at Mancheswar, Bhubaneswar	Bhubaneswar	
			Bolangir	Jajpur	CWC, Jajpur Road	Jajpur Road	
			Bolangir	Cuttack	OSWC godown, Jagatpur, Cuttack	Cuttack	
			Bolangir	Cuttack	CWC godown, Cuttack	Cuttack	
			Bolangir	Cuttack	CWC godown, Choudwar	Cuttack	
				Cuttack	Corporation own godown at Jagatpur, Cuttack (Composit rate for all operation at despatching district and at receiving godown at Jagatpur, Cuttack except unloading of stock from vehicle at Jagatpur godown and stacking inside the godown).	Cuttack	

Continued.....

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				Ganjam	CWC Berhampur / RRC & other godowns at Berhampur	Berhampur	
			Bolangir	Ganjam	OSWC Jagannathpur	Jagannathpur	

*Location of RRC - RRC at the location as mentioned above and also RRC located within a radius of 10km from the rail head.



(Signature of the Issuing Officer)

(Signature of the Tenderer)

DESPATCHING DISTRICT- SAMBALPUR (BURLA RAIL HEAD)

Sl No.	Despatching district	Location of RRC from where stock to be handled for rake loading.*	Despatching District Rail Head	Receiving district	Location of RRC to where stock to be handled for rake unloading *	Receiving District Rail Head	Composite rate per quintal for all operations at despatching and receiving districts.
							Rate per quintal
							Rate per quintal
4	Sambalpur	OSWC, Durgapali & other RRC) (District Head Quarter)	Burla	Balasore	OSWC godown / Corporation godown and other RRCs at Balasore Head Quarter	Balasore	
			Burla	Bhadrak	OSWC godown, CWC managed godown, Corporation godown and other RRCs at Charampa & Bhadrak	Charampa (Bhadrak)	
			Burla	Khurda	Corporation godown at Mancheswar, Bhubaneswar	Mancheswar	
			Burla	Khurda	Corporation godown, at Mancheswar, Bhubaneswar	Bhubaneswar	
			Burla	Jajpur	CWC, Jajpur Road	Jajpur Road	
			Burla	Cuttack	OSWC godown, Jagatpur, Cuttack	Cuttack	
			Burla	Cuttack	CWC godown, Cuttack	Cuttack	
			Burla	Cuttack	CWC godown, Choudwar	Cuttack	
			Burla	Cuttack	Corporation own godown at Jagatpur, Cuttack (Composit rate for all operation at despatching district and at receiving godown at Jagatpur, Cuttack except unloading of stock from vehicle at Jagatpur godown and stacking inside the godown).	Cuttack	

Continued.....

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- 54 -

(Signature of the Tenderer)

			Burla	Ganjam	CWC Berhampur / RRC & other godowns at Berhampur	Berhampur	
			Burla	Ganjam	OSWC Jagannathpur	Jagannathpur	

*Location of RRC - RRC at the location as mentioned above and also RRC located within a radius of 10km from the rail head.



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DESPATCHING DISTRICT- SAMBALPUR (HIRAKUD RAIL HEAD)

SI No.	Despatching district	Location of RRC from where stock to be handled for rake loading.*	Despatching District Rail Head	Receiving district	Location of RRC to where stock to be handled for rake unloading *	Receiving District Rail Head	Composite rate per quintal for all operations at despatching and receiving districts.
							Rate per quintal
5	Sambalpur	OSWC, Durgapali & other RRC) (District Head Quarter)	Hirakud	Balasore	OSWC godown / Corporation godown and other RRCs at Balasore Head Quarter	Balasore	
			Hirakud	Bhadrak	OSWC godown, CWC managed godown, Corporation godown and other RRCs at Charampa & Bhadrak.	Charampa (Bhadrak)	
			Hirakud	Khurda	Corporation godown at Mancheswar, Bhubaneswar	Mancheswar	
			Hirakud	Khurda	Corporation godown, at Mancheswar, Bhubaneswar	Bhubaneswar	
			Hirakud	Jajpur	CWC, Jajpur Road	Jajpur Road	
			Hirakud	Cuttack	OSWC godown, Jagatpur, Cuttack	Cuttack	
			Hirakud	Cuttack	CWC godown, Cuttack	Cuttack	
			Hirakud	Cuttack	CWC godown, Choudwar	Cuttack	
			Hirakud	Cuttack	Corporation own godown at Jagatpur, Cuttack (Composit rate for all operation at despatching district and at receiving godown at Jagatpur, Cuttack except unloading of stock from vehicle at Jagatpur godown and stacking inside the godown).	Cuttack	

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			Hirakud	Ganjam	CWC Berhampur / RRC & other godowns at Berhampur	Berhampur	
			Hirakud	Ganjam	OSWC Jagannathpur	Jagannath pur	

*Location of RRC - RRC at the location as mentioned above and also RRC located within a radius of 10km from the rail head.



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(Signature of the Tenderer)

DESPATCHING DISTRICT- BARGARH

Sl No.	Despatching district	Location of RRC from where stock to be handled for rake loading.*	Despatching District Rail Head	Receiving district	Location of RRC to where stock to be handled for rake unloading *	Receiving District Rail Head	Composite rate per quintal for all operations at despatching and receiving districts.
							Rate per quintal
6	Bargarh	CG-I, CG-II, CWC Bargarh & other RRCs) (District Head Quarter)	Bargarh	Balasore	OSWC godown / Corporation godown and other RRCs at Balasore Head Quarter	Balasore	
			Bargarh	Bhadrak	OSWC godown, CWC managed godown, Corporation godown and other RRCs at Charampa & Bhadrak	Charampa (Bhadrak)	
			Bargarh	Khurda	Corporation godown at Mancheswar, Bhubaneswar	Mancheswar	
			Bargarh	Khurda	Corporation godown, at Mancheswar, Bhubaneswar	Bhubaneswar	
			Bargarh	Jajpur	CWC, Jajpur Road	Jajpur Road	
			Bargarh	Cuttack	OSWC godown, Jagatpur, Cuttack	Cuttack	
			Bargarh	Cuttack	CWC godown, Cuttack	Cuttack	
			Bargarh	Ganjam	CWC Berhampur / RRC & other godowns at Berhampur	Berhampur	
			Bargarh	Cuttack	CWC godown, Choudwar	Cuttack	

Continued.....

(Signature of the Issuing Officer)

- 58 -

(Signature of the Tenderer)

			Bargarh	Cuttack	Corporation own godown at Jagatpur, Cuttack (Composit rate for all operation at despatching district and at receiving godown at Jagatpur, Cuttack except unloading of stock from vehicle at Jagatpur godown and stacking inside the godown).	Cuttack	
			Bargarh	Ganjam	CWC Berhampur / RRC & other godowns at Berhampur	Berhampur	
			Bargarh	Ganjam	OSWC Jagannathpur	Jagannathpur	

*Location of RRC - RRC at the location as mentioned above and also RRC located within a radius of 10km from the rail head.



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(Signature of the Tenderer)

DESPATCHING DISTRICT- GANJAM

Sl No.	Despatching district	Location of RRC from where stock to be handled for rake loading.*	Despatching District Rail Head	Receiving district	Location of RRC to where stock to be handled for rake unloading *	Receiving District Rail Head	Composite rate per quintal for all operations at despatching and receiving districts.
							Rate per quintal
7	Ganjam	OSWC godown, Jagannathpur	Jagannathpur	Rayagada	OSWC / CWC godown, Rayagada / Corporation godown and other RRCs	Rayagada	
			Jagannathpur	Koraput	OSWC godown, CWC godown Jeypur managed godown, Corporation godown and other RRCs	Umeri, Jeypore	
		CWC Berhampur / RRC & other godowns at Berhampur	Berhampur	Rayagada	OSWC godown, CWC godown Rayagada, managed godown, Corporation godown and other RRCs	Rayagada	
			Berhampur	Koraput	OSWC godown, CWC godown Jeypur, managed godown, Corporation godown and other RRCs	Umeri, Jeypore	

*Location of RRC - RRC at the location as mentioned above and also RRC located within a radius of 10km from the rail head.

(Signature of the Issuing Officer)

- 60 -

(Signature of the Tenderer)

APPENDIX – V

Tenderer's

- i) Telephone No. (Mobile & Land Line)
- ii) e-mail address

Photograph

From :-

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

To

The Managing Director,
ODISHA State Civil Supplies Corporation Ltd.
C/2, Nayapalli, Bhubaneswar.

Dear Sir,

I/We submit the sealed tender for appointment as loading/unloading/ handling and transport etc. contractors at

- 2. I/We have thoroughly examined and understood instructions to tenderers. Terms and conditions of contract given in the notice inviting tender, invitation to tender titled as General Information instructions to tenderers and those contained in general conditions of contract and its appendixes, and schedules and agree to abide by them. I/We offer to work :-

- i) At the rates furnished in the Price Bid.

- 3. I/We would like to commit that in case of any difference/ variation in the quote made, between figures and in words, only the lower of the two rates quoted either in figures or in words shall be construed as correct and valid. If any correction/ overwriting has


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(Signature of the Tenderer)

not been authenticated by me by my full signatures, my tender be declared null and void.

4. I/We agree to keep the offer open for acceptance upto and inclusive of day of opening of Tender and to the extension of the said date by fifteen days in case, it is 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 upto which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.
5. Demand draft No..... dt..... On (Name of Schedule Bank), for Rs..... (Rupees) only is enclosed as earnest money. In the event of my/ our tender being accepted, I/We agree to furnish a security deposit as follows here indicate the manner in which the security is deemed to be furnished.
6. I/We do hereby declare that the entries made in the tender and appendixes/ schedules attached therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/us instead to carry on the business of the concerned, whether any intimation of such change is given to the District Manager, OSCSC Ltd. or not.
7. The following documents are enclosed with this tender duly filed and signed : -
 - 1)
 - 2)
 - 3)
 - 4)
 - 5)


(Signature of the Issuing Officer)

(Signature of the Tenderer)

6)

7)

8)

9)

10)

11)

12)

13)

Yours faithfully,

Signature of tenderer Capacity
in which signing

Signature of constituted attorney

Name :

Address :

Date :

Name, date of birth
And address of attorney :-

Signature of witness with date :

Name and address of witness :



(Signature of the Issuing Officer)

(Signature of the Tenderer)