

Annexure-II

Sample Tender Call Notice
CSO-CUM-DISTRICT MANAGER
ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED, JAJPUR
At- Taramadan, Po- Jajpur
www.jajpur.nic.in (website of District)

No 850 / Date 22.02.19

CSO-cum-District Manager, OSCSC Ltd., Jajpur invites sealed tenders from reputed firms/ companies/ persons for appointment as Handling Contractor for handling of foodgrains at Rice Receiving Centre-cum-Departmental Storage Centre (RRC-cum-DSC).

The Handling Contractor shall perform all operations for handling of foodgrains (Unloading/ loading/ stacking/ bagging/ re-bagging / weighment/ standardization/ cleaning etc.) at RRC-cum-DSC.

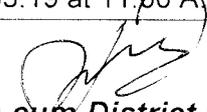
Interested firms/ Companies/ Persons may obtain tender document from the office of the CSO-cum-District Manager from 23.02.19 to 15.03.19 up to 3.00 P.M.. The interested firms/ Companies/ Persons may also download the tender document from the district website **www.jajpur.nic.in**.

Interested firms/ Companies/ Persons will have to submit the tender documents through registered post/ speed post/ courier service only as per the procedure prescribed in the tender document to the following address. Tender document sent other than the above mode shall not be entertained in any circumstances. **The Corporation shall not be responsible for any postal/ courier delay. Tender paper received after the schedule date & time shall not be considered.**

Address for submission of Tender documents:

District Manager, OSCSC Ltd., Jajpur,
At:- Taramadan, Po:-Jajpur
District:- Jajpur,
Pin:- 755001.

Period of sale of Tender Document:	From 23.02.19 to 15.03.19 up to 3.00 P.M.
Last date for receipt of Tender Document:	By 15.03.19 up to 5.00 P.M.
Date of Opening of Technical Bid:	On 20.03.19 at 11.00 P.M.
Date of Opening of Price Bid:	On 23.03.19 at 11.00 A.M.


CSO-cum-District Manager,
O.S.C.S.C. Ltd., Jajpur.

Sample Tender Document

ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED

District - Jajpur

Tender No. 850 /Date 22.02.19

TENDER DOCUMENTS

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

Cost of Tender Paper – Rs. 10000/- (Rupees Ten Thousand only) inclusive of GST.

INVITATION TO TENDER & INSTRUCTION TO TENDERERS

FOR

**APPOINTMENT OF HANDLING CONTRACTOR (LABOUR WORKS) FOR
HANDLING OF FOODGRAINS (RICE, WHEAT) AT ALL THE RRC-cum-DSCs OF
JAJPUR DISTRICT OF THE STATE OF ODISHA.**

- (i) Last date and time of receipt of Tender Papers Dt.15.03.2019 up to 5.00 PM.
- (ii) Tender Papers to be opened on Dt 20.03.2019 at 11.00 AM.
- (iii) If the date on which tender is scheduled to be opened falls on any holiday, next working day shall be treated as the date for opening of Tender Papers at same time, so also in case of receipt of tender papers.
- (iv) The tender document received after the last date and time of receipt of tender paper shall not be entertained. The Corporation shall not be responsible for any postal delay.

1. GENERAL INFORMATION

- 1.1 Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.) intends to appoint handling contractor (labour works) for handling of foodgrains at all the RRC-cum-DSCs of Jajpur district of the State of Odisha.
- 1.2 The tenderers shall be fully acquainted with the number of RRC-cum-DSCs operated in the district & past trend of handling of foodgrains at those RRC-cum-DSCs. The tenderer may go through the number of RRC-cum-DSCs



(Signature of the Issuing Officer)

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(Signature of the Tenderer)

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

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

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

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

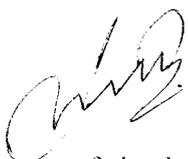
Part – I Receipt/Dispatch services –

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

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

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

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



(Signature of the Issuing Officer)

(Signature of the Tenderer)

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

2. BIDDING PROCESS: -

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

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

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

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

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

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

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

- Technical Bid

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

- Price Bid

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

3. INSTRUCTIONS TO TENDERERS: -

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



- 3.2 The district is the unit for the purpose of this tender. The tenderer is to quote one rate for a district which will be applicable for all the RRC-cum-DSCs of the district.
- 3.3 A tenderer can participate in the tender process for any number of districts, but cannot be appointed in more than 01 (one) district. S/he is required to submit a declaration about the districts where s/he has participated/shall participate, as per format at Annexure-5.
- 3.3.1 In case a tenderer has applied in more than 01 (one) district and got selected in more than 01 (one) districts, he/she shall be appointed in the district where he/she has quoted lowest percentage of SoR. If he/she has quoted same lowest percentage in more than one district, he/she shall be appointed in the district as per his/her choice and shall declare in writing to the District Manager of the other districts about his/her selection in a district so that his/her appointment in those other districts shall not be considered and her/his EMD shall be refunded.
- 3.3.2 In the districts for which a tenderer has been selected but doesn't get appointed as detailed above, the District Tender Committee shall negotiate with the 2nd lowest tenderer qualified in Technical Bid to operate at the lowest quoted rate. In case the 2nd lowest tenderer disagrees to operate at the lowest quoted rate, similar exercise to be made with the 3rd lowest tenderer qualified in the Technical Bid and so on till all the tenderers qualified in the Technical Bid are negotiated to undertake the handling operation at the lowest quoted rate.
- 3.3.3 In case no tenderer agrees to undertake the handling operation at the lowest quoted rate on exercising the options as detailed above, rates shall be invited from all the tenderers qualified in the Technical Bid in sealed covers. Then selection shall be made at a negotiated rate keeping in view the prevailing labour rates in the district and in the financial interest of the Corporation.
- The instructions to be followed for submitting the tender papers are set out below:
- 3.4 The tenderers must furnish full, precise, correct and accurate details in respect of information asked for in the tender documents
- 3.5 Signing of tender papers: Person or persons signing the tender papers shall state in what capacity, he is or they are signing the tender, e.g. as sole proprietor of a firm or as a Secretary/ Manager/ Director etc. of a Limited company or as a partner of a Partnership firm. The names of all the partners



(Signature of the Issuing Officer)

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(Signature of the Tenderer)

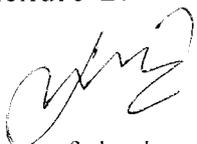
should be disclosed and the tender paper shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. Self-attested copy of the registered partnership deed shall be furnished with the tender papers. In case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

- 3.5.1 The persons signing the tender form or any document forming part of the tender, on behalf of another or on behalf of a firm, shall be responsible to produce a registered power of attorney duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person, so signing the tender, fails to produce the said registered Power of Attorney, his tender papers shall be liable for rejection, without prejudice to any other rights of the Corporation under the Law and EMD paid by him/her will be forfeited.\
- 3.5.2 The Registered "Power of Attorney" shall be signed by all the partners in the case of partnership concern; by the proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a limited company.
- 3.5.3 However, a sole proprietor of a proprietorship firm who himself/herself signs the tender paper need not furnish any Power of Attorney.
- 3.6 Tenders not accompanied with, all the Schedules/ Annexures intact and duly filled in and signed shall be liable for rejection.

4. PREREQUISITES FOR TENDER (QUALIFICATION CONDITIONS):

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

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



4.2 The tenderers shall have experience in Rake handling/ handling/ handling and transportation in any Manufacturer/ PSU/ Govt. Department/ Govt. Agency/ PSU/ Public Limited Company/ Private Limited Company dealing in the field of fertiliser, foodgrains, cement, sugar, coarse grain or any other commodity. The tenderer should have carried out, in any of the immediate preceding three financial years i.e. 2015-16, 2016-17 or 2017-18, the work of value of at least: Rs. 43,21,388.00 (in words Rupees Forty three lakh twenty one thousand three hundred eighty eight), 12.5% of the estimated value of the contract to be awarded, in one single contract.

OR

Rs. 86,42,775.00 (in words Rupees Eighty six lakhs forty two thousand seven hundred seventy five), 25% of the estimated value of the contract to be awarded, in multiple contracts.

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

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

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

4.4 The tenderer shall furnish an affidavit in the prescribed format (enclosed at Annexure-4) declaring that no criminal/vigilance case(s) pending in his/her name or in the name of his firm (sole proprietorship/ partnership/ company) before any legal forum and his/her firm has/have never been black listed by any State/ Central Government PSU, State/ Central Government Agencies or by State Government/Central Government.

4.5 The tenderer shall submit the copies of the labour license from Competent Authority as required under the provisions of "The Contract Labour (Regulation & Abolition) Act, 1970".

4.6 The tenderer shall furnish copy of EPF Code Number.

- 4.7 A tenderer having no prior experience of handling operation, as detailed at Clause – 2 (i), may submit the tender without copies of labour license & EPF Code Number. In such case, if the tenderer is found successful after opening of Price Bid, he/she shall be allowed to execute agreement but he has to furnish copy of the labour license under the provisions of “The Contract Labour (Regulation & Abolition) Act, 1970 & copy of the EPF Code Number before entering upon any work under the contract, failing which the contract executed with him/her shall be terminated along with forfeiture of Security Deposit and selection shall be made from among other tenderers qualified in the Technical Bid at the risk and cost of the defaulting contractor.
- 4.8 In case the tenderer is a firm/company, copy of registration certificate issued by the Competent Authorities as provided under the statute, is to be furnished.
- 4.9 The tenderer shall furnish latest Income tax return for the financial year 2017-18 and copy of PAN Card.
- 4.10 The tenderer shall furnish Xerox copies of duly audited balance sheet, P & L account of proceeding three financial years i.e. 2015-16, 2016-17 & 2017-18.
- 4.11 The tenderer shall enclose statement from his banker for his financial transactions for last three months proceeding to the publication of Tender Call Notice.

5. DISQUALIFICATION CONDITIONS:

- 5.1 Any person/firm/company blacklisted or otherwise debarred by Corporation or by State/Central Government PSU, State/ Central Government Agencies or State Government/Central Government will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.
- 5.2 Any tenderer whose contract with the Corporation or State/ Central Government PSU, State/Central Government Agencies or State Government/Central Government has been terminated before the expiry of contract period at any point of time during last 5 years, will be ineligible.
- 5.3 Tenderer whose earnest money deposit and/or security deposit has been forfeited by the Corporation or any State/Central Government PSU, State/ Central Government Agencies during the last 5 years will be ineligible.
- 5.4 If the proprietor/any of the partners of the tenderer firm/any of the Director of the tenderer company have been, at any time, convicted by a court of an offence

and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible.

5.5 While considering ineligibility arising out of any of the above clause, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the tenderer disqualified.

5.6 Corporation reserves the right not to consider any person/firm/company having any dispute with OSCSC or whose operation is found unsuccessful by the Corporation during his previous assignment in order to protect its interest.

6. EARNEST MONEY DEPOSIT (EMD):

6.1 Each tender must be accompanied by an EMD of Rs. 3,00,000/- (Rupees Three Lakh) only in form of crossed Demand Draft issued by any Nationalized Bank/ Scheduled Bank and drawn in favour of District Manager, OSCSC Ltd., Jajpur, payable at Jajpur Town. Tender Papers not accompanied by the required EMD shall be summarily rejected.

6.2 The tenderer shall be permitted to bid on the express condition that in case he resiles, or modifies his offer or terms and conditions thereof, after submitting his tender, for any reason whatsoever during the tender process or any of the information furnished by him/her is found to be incorrect or false, Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and the law & the tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/ modification etc. besides forfeiture of EMD. He will also be debarred from participating in any tender with the Corporation for a period of Five years.

6.3 Earnest money shall be forfeited in the event of the tenderer's failure (after the acceptance of his tender) to furnish the requisite security deposit by the due date to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.

6.4 The earnest money shall be refunded to all unsuccessful tenderers within 30 days of the award of the contract. No interest shall be payable on the amount of earnest money, under any circumstances. The EMD furnished by the successful tenderer can be adjusted towards Security Deposit if desired by him in writing.



7. SECURITY DEPOSIT:

- 7.1 The successful tenderers shall furnish security deposit for handling operation in following manner.
- 7.1.1 A sum of Rs.17,28,555.00 (in words Rupees Seventeen lakhs twenty eight thousand five hundred fifty five) equivalent to 5% of the value of the Contract in shape of a Bank Guarantee/ Demand Draft issued from any Nationalised/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., Jajpur. The bank guarantee shall be valid up to 31st March 2021 from the date of execution of agreement. The Security Deposit shall not earn any interest.
- 7.1.2 If applicable, additional sum of Rs.8,64,278.00 (in words Rupees Eight lakhs sixty four thousand two hundred seventy eight) equivalent to 50% of the security deposit in shape of Bank Guarantee/ Demand Draft issued from any Nationalised/ Scheduled Bank in favour of the District Manager, OSCSC Ltd., Jajpur. The bank guarantee shall be valid up to 31st March 2021 from the date of execution of agreement. The Security Deposit shall not earn any interest.
- 7.2 If the successful tenderer had previously held any contract and furnished security deposit with the Corporation, the same shall not be adjusted against this tender and a fresh security deposit shall be made to make the contract valid.

8. DELIVERY OF TENDER DOCUMENTS:

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

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



12. INTERVIEWS AND ACCEPTANCE OF TENDER:

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

13. EXECUTION OF AGREEMENT:

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

13.2 The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value. Execution of agreement shall be made on furnishing of required security deposit & two-passport size photograph duly self-attested.

13.3 The Agreement shall be executed within one week of the acceptance of tender or any such extended time, if any, duly extended by the Corporation failing which the Contract shall be liable to be terminated solely at the discretion of District Manager, OSCSC Ltd. Jajpur district with approval of the Collector. In such case the Earnest Money Deposit of the tenderer shall stand forfeited.

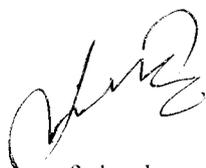
14. OTHERS:

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

14.2 If the information given by the tenderer in the Tender Document and its Annexure and Appendices are found to be false/ incorrect at any stage, Corporation/Collector shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the contract and law.

14.3 OSCSC Ltd. district reserves the right to amend the tender conditions at any time during the currency of contract, which shall be binding on the contractors

**District Manager,
OSCSC Ltd., Jajpur**



(Signature of the Issuing Officer)

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(Signature of the Tenderer)

PART-I

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

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

1. DEFINITIONS:

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


(Signature of the Issuing Officer)

(Signature of the Tenderer)

- i. The term 'Rice' shall mean and include the custom milled rice or rice packed by custom miller in 50 kg jute gunny bags after milling of the paddy received from the Corporation or rice lifted from the Food Corporation of India.
- j. The term 'Wheat' shall mean and include the wheat packed in 50 kg. HDPP bag or jute gunny bags.
- k. The term 'Bag' for this contract shall mean and include package of foodgrains packed in 50 kg. HDPP bag or jute gunny bag or in packet of any weight.
- l. The term 'Rice Receiving Centre-cum-Departmental Storage Centre (RRC-cum-DSC)' shall mean the storage centre run by the Corporation for receipt, storage and delivery of foodgrains with HDPP bag or jute gunny bag or any other package commodity. This shall include Corporation own godown, hired godown, hired godown managed through CWC/OSWC, godowns of CWC/OSWC under occupation of the Corporation & godowns constructed under PEG scheme.
- m. The term 'Handling Contractor' shall mean & include a contractor appointed by the District Manager, OSCSC Ltd. For handling foodgrains at RRC-cum-DSCs.
- n. The term 'Weighment' shall mean weighment of foodgrains with HDPP bag or jute gunny bags.
- o. The term 'Family' shall mean husband/ wife, unmarried son/daughter, married son living in the same mess (including adopting children) & dependant parents.
- II. PARTIES TO THE CONTRACT:
- a. The Parties to the contract are the Contractor and the OSCSC Ltd., represented by its District Manager of the concerned district or any other officer authorized and acting on his behalf.
- b. The person signing, the tender or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, at any stage, it is found that the person concerned has no such authority, the District Manager, OSCSC Ltd., Jajpur, may, without prejudice to other civil or criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.
- c. Notice or any other action to be taken on behalf of the OSCSC Ltd. may be given/ taken by the District Manager, OSCSC Ltd., Jajpur or any other officer so authorized and acting on his behalf.

III. CONSTITUTION OF CONTRACTOR(S):

The contractor, during currency of the contract, shall not make any change in the constitution of the firm without prior approval of Corporation/Collector in writing. The contractor shall notify to the Corporation the death/ resignation of any of their partner/ directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation/Collector shall have the right to terminate the contract, if it deems so fit.

IV. SUBLETTING:

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

V. RELATIONSHIP WITH THIRD PARTIES:

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

VI. LIABILITY FOR PERSONNEL:

- a. All persons employed by the contractors shall be engaged by them as his own employees/workers in all respects and all rights and liabilities under the Indian Factories Act and Employees Provident Fund & Misc. Provisions Act or any other similar applicable enactments in respect of all such personnel shall exclusively be that of the contractor. The contractor shall be bound to indemnify the Corporation against all claims whatsoever in respect of his personnel under the Employees Compensation Act, 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the contractor or not.
- b. The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act & Misc. Provisions Act, 1952, and the scheme framed there-under in respect of the labour employed by him. The contractor shall recover the amount payable by such employees at the rate



as applicable from time to time under the statute and deposit the same with concerned authorities with matching share by the contractor. If, on account of the default of the contractor in making such payments or for any other reason, the Corporation makes such contributions on behalf of the contractor, the said amount shall be recovered from the bills of the contractor by the Corporation. The OSCSC Ltd. Shall be entitled to set off against the amount due to the contractor, the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the labour employed by the Contractor.

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

Form – 2	Nomination & Declaration Forms to be submitted for new entrants.
Form – 3	The Contribution Card for the currency period – Annually.
Form – 3 A	Contribution Card for the currency period from 1 st April to 31 st March – Annually.
Form – 4	Contribution Card for Employees other than monthly paid Employees – Annually.
Form – 5	Return of Employees qualifying for the Membership.
Form – 5 A	Return of Ownership to be sent to the Regional Commissioner.
Form – 6	Return of the Contribution Card and Annual Statement of Contribution.
Form – 6 A	Consolidated Annual Contribution Statement.
Form – 10	Form of Maintenance of Accounts.
Form – 11	Balance Sheet
Form – 12 A	Statement of Contribution – Monthly.

- d. The Contractor shall within 7 days of the close of every month submit to the District Manager, OSCSC Ltd. a Statement showing the recoveries of contribution in respect of employees employed by or through him/her.
- e. The contractor shall maintain Inspection Note Book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The contractor shall also make available the same when asked for

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

- f. If the Contractor fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP Act, 1952 and Scheme framed there under and also to the District Manager, OSCSC Ltd. Or an officer acting on his behalf, OSCSC Ltd. Will be at liberty to withhold the pending bills, Security Deposit etc. and or any other payments due to the contractor.
- g. In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Governments./ Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
- h. Notwithstanding the fact, whether the said legislations, enactments or any statutory modifications thereof are applicable or not to the employees/ workers employed by the contractor, he shall pay the following to them: -

i) Payment of Wages to Workers: -

The contractors shall pay not less than minimum wages as prescribed by the Govt. in Labour Department from time to time to the workers engaged by them on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the rates notified by appropriate authority from time to time during the currency of contract period. Where such wages have not been so notified by the appropriate authority, the wages prescribed by the District Manager, as minimum wage shall be made applicable. The contractor shall maintain following records and registers as per Minimum Wages Act, 1948 & Central Rules made there under:

Form – I Register of fines

Form – II Register of deduction for damage or loss caused to employer by the neglect or default of the employed person.

Form – III Annual return



Form – IV O.T. Register for workers

Form – V Muster Roll

Form – IX A Abstract of the Act & Rules to be displayed on Notice Board

Form – XI Wage slips should be issued to the Contract Labour in a day prior to disbursement of wages.

ii) Weekly off: -

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

iii) Attendance Allowance: -

The contractor shall pay the required attendance allowance per day @ 50% of the daily wages notified by the Govt. of Odisha under the Minimum Wages Act from time to time to the regular workers generally employed by him on piece rate or time rate basis when such worker report for duty on the day but is not booked or given work for the day shift.

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

j. Provision of basic facilities: -

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

i) As provided under Chapter-V, Rule-39 to Rule-47 of the Orissa Contract Labour (Regulation & Abolition) Rules-1975 the following facilities to be provided by the contractor for welfare and health of contract labours.

1. Supply of whole some drinking water.
2. First-aid facilities for preliminary treatment in case of any accident.



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

VII. BRIBES, COMMISSION, CORRUPTION ETC:

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

VIII. PERIOD OF CONTRACT:

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

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

contractor at their last known place of residence /business and the contractor shall not be entitled to any compensation by reason of such premature termination.

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

IX. SECURITY DEPOSIT:

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

