

Tender No. _____



Date _____

ODISHA STATE WAREHOUSING CORPORATION

CORPORATE OFFICE: BHUBANESWAR-751006

Tel No.0674-2575157

TECHNICAL BID

**E -TENDER FOR APPOINTMENT OF HANDLING
& TRANSPORT CONTRACTOR**

AT OSWC _____

Tender No. _____



Date _____

ODISHA STATE WAREHOUSING CORPORATION
CORPORATE OFFICE :BHUBANESWAR

**INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF
REGULAR H&T CONTRACTOR FOR HANDLING AND TRANSPORT WORK OF
FOODGRAIN STOCK OF FCI AT ODISHA STATE WAREHOUSING CORPORATION
_____AND RAILHEAD -----**

- A. Last date for online submission of tender upto 5.00 PM on dt.15.05.2023
- B. Tender to be opened online at 3.30 PM on dt.16.05.2023

IMPORTANT NOTE:

- 1) *The Bid documents will be available in the latest active tender section of the website: <http://tendersodisha.gov.in> from dt.03.05.2023 to 05.00 PM of dt.15.05.2023 for online bidding only.*
- 2) *Tender documents may be downloaded from <https://tendersodisha.gov.in>. Aspiring Tenderers who have not enrolled/ registered in e-procurement should enroll /register before participating through the website <https://tendersodisha.gov.in> The portal enrollment is free of cost. Tenderers are advised to go through instructions provided at Page-4 regarding 'Instructions to the Tenderers for e-Procurement'.*
- 3) *The tenderers should have the necessary Portal Enrolment with his own Digital Signature Certificate of Class-II or Class-III from any authorised certifying authorities.*
- 4) *Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://tendersodisha.gov.in>*
- 5) *Tenders and supporting documents should be uploaded through e-procurement portal. Hard copy of the tender documents will not be accepted.*
- 6) *Cost of Tender Form by demand Draft of **Rs.590/-** for each tender form for each location, payable at Bhubaneswar on any scheduled bank only in favour of Odisha State Warehousing Corporation.*
- 7) *The scanned copy of requisite demand draft, EMD and other documents shall be submitted online before bid submission closing date and time. Tender documents will not be sold physically by the office.*
- 8) *For information regarding operation of e-tendering procedure please visit website <http://tendersodisha.gov.in>. Please note that further addendum/corrigendum if any will be declared on same website.*
- 9) *The Managing Director reserves the right to reject any or all tenders without assigning any reason thereof and does not bind himself to accept the lowest or any tender.*

Tender No. _____



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Details regarding publication of tenders, submission and opening of tenders are given below.

1	Availability of tender in the Portal	Dt.03.05.2023 to 5.00 PM of dt.15.05.2023
2	Last date of Bid Submission	Dt.15.05.2023 upto 5.00 PM
3	Submission of Original DD towards tender paper Cost & EMD	Dt.16.05.2023 upto 3.00 PM
4	Opening of Technical Bid	Dt.16.05.2023 at 3.30 PM

NOTE:

If the date fixed for opening of tenders is subsequently declared a holiday, the tenders will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above.

- C Tender to remain open for acceptance for 45 days inclusive of date of tender opening (technical bid)

NOTE:

1. The Managing Director, OSWC, Bhubaneswar may at his discretion, extend this day by 30 (thirty) days and such extension shall be binding on the tenderers.

Tender No. _____



Date _____

Inviting to Tender

Tel No. 0674-2575157

From :

The Managing Director
Odisha State Warehousing Corporation,
Bhubaneswar-751006

To

For and on behalf of the Odisha State Warehousing Corporation (hereinafter called the Corporation) the Managing Director, OSWC, Bhubaneswar invites tenders online, UNDER TWO BID SYSTEM at the e-Procurement Portal(<https://tendersodisha.gov.in>) for appointment of regular contractor for handling and transport of foodgrains at Odisha State Warehouse _____ for a period of two years or such later date as may be decided.

Signature of Managing Director



INSTRUCTIONS TO THE TENDERERS FOR E-PROCUREMENT

1. Bid documents consisting of qualification information and eligibility criteria of tenderers and other details are available in the website www.tendersodisha.gov.in
2. **PARTICIPATION IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Tenderer intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is a onetime activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class(Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL, eMudhra etc.
3. Tenderer has to submit the relevant information as asked for about the firm/contractor. The portal registration of the tenderer/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate(RC) / VAT Clearance Certificate (for procurement of goods) of the concerned tenderer. The time period of validity in the portal is at par with validity of RC/ VAT Clearance.
4. To log on to the portal the Contractor/Tenderer is required to type his/her *username* and password. *The system will again ask to select the DSC and confirm it with the password of DSC.* For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
5. The tender documents uploaded by the Tender Inviting Officer in the website www.tendersodisha.gov.in will appear in the "Latest Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any tenderer can view or down load the bid documents from the web site.
6. Standard procedure for uploading tender.
 - 6.1 First download the Technical Bid & Price Bid. Read all terms & conditions carefully. Scan all required pages of the Tender form & documents as per Appendix-I & II for Technical bid separately.
 - 6.2 The Tenderer shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form etc. and upload the same online before bid submission closing date and time.



6.3 Uploading technical bid in PDF format & Price bid in BOQ format only. The copy of all required pages are to be scanned and uploaded in PDF format as mentioned in **Appendix-I & II**.

7. Submission of Price Bid

7.1 The tenderer must upload the price bid in the BOQ format available in the e-tender portal quoting the rate in percentage (**Excess/Less**) for the work. In case of quoting of rate at par with Schedule of Rate, the percentage of rate is to be filled as **0.00**.

7.2 In case more than one tenderer quoting the same rate for a location, the tender shall be awarded to the tenderer having higher average financial turnover of preceding three years.

- 8. In case of any change in the distance for transportation of stock other than the distance approved for the contract period due to unavoidable circumstances, the transportation charge will be fixed at the approved rate for the revised distance basing on the specified distance slab mentioned in the price bid of the tender.**
9. Bids cannot be submitted after due date and time. The Tenderer should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT(Officer Inviting Tender) or the Procurement Officer Publisher/ opener before the due date and time of opening.
10. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Tenderer.
11. The Tenderer should ensure clarity/legibility of the document uploaded by him to the portal.
12. The tenderer should check the system generated confirmation statement on the status of the submission.
13. The Tenderer should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
14. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
15. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
16. **SIGNING OF BID:** The 'online tenderer' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the tenderer is found to be false/fabricated /bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the tenderer is liable to be blacklisted.

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17. SECURITY OF BID SUBMISSION: All bid uploaded by the Tenderer to the portal will be encrypted.

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

18.1 Resubmission of bid by the tenderers for any number of times before the final date and time of submission is allowed.

18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.

18.3 If the tenderer fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.



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GENERAL INFORMATION TO TENDERERS

1. Place of Operation :

The words in and around _____ shall mean and include the area comprised within a radius of _____ kilometer(s) from the Municipal Office/Railway good shed of _____. OSWC warehouses comprise following group of godowns :

Existing Godowns:

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <p>(I). Godowns served by Railway Siding</p> <p>a) Comprising Sheds/godowns (or any future godowns/shed) Constructed/added) normally served From railway Siding</p> <p>b) Comprising Sheds/godowns (or any future godowns/shed) Constructed/added) normally served From.....railway Siding</p> <p>c) ComprisingSheds/godowns (or any future godowns/shed) Constructed/added) normally served From.....railway Siding</p> | <p>Estimated storage capacity
(In Metric Tonnes)</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|

Total:-

- (II). Godowns situated at a considerable distance from the Railway siding in the same premises requiring the use of trucks for carrying bags
- a)Comprising.....sheds/godowns (or any future sheds/godowns constructed/added) From.....Railway siding, Requiring use of trucks for carrying bags
- b)Comprising.....Shed/godowns (or any future sheds/ godowns Constructed/ added) requiring use of trucks for carrying bags from.....Railway siding.
- c) Comprising..... Sheds/godowns..... (or any future sheds/godowns constructed/added) requiring use of trucks for carrying bags from.....Railway Siding,

Total :-



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(III). Godowns served by Railway
Station/Goods Shed.....

a).....Comprising..... Sheds/godowns
(Or any future sheds/godowns constructed/added)
normally served fromRailway Station.

b)Comprising..... Sheds/godowns
(Or any future sheds/godowns constructed/added)
normally served fromRailway Station.

c) Comprising..... Sheds/godowns
(Or any future sheds/godowns constructed/added)
normally served fromRailway Station
etc. Total:

Grand Total Items 1, 2 and 3 above.

Godowns expected to be constructed/ acquired during the proposed contract period:

(I)Comprising.....Sheds/godowns
(or any future sheds/godowns constructed/added)
normally served fromRailway Siding.

(II)Comprising..... Sheds/godowns
(or any future sheds/godowns constructed/added)
requiring use of Trucks for carrying bags
from..... Railway Siding.

(III).Comprising.....Sheds/godowns
(or any future sheds/godowns constructed/added)
normally served from..... Railway Siding.

NOTE: Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period the description of which is given in the tender, the Corporation may, during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of those, the description of which is given in these documents or out of those, which are constructed/ acquired later during the pendency of the contract. In such an event the 'contract shall not be rendered invalid and the contractor shall be bound to perform all the services/duties and execute all the works as per terms and conditions and rates of the contract and 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 godowns or the storage capacity of the godowns.



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2. Weight of the stocks shall be required to be physically verified.
3. Non-standard bags on receipt shall be weighed cent per cent while standard bags may be weighed on 10 per cent.
4. Non-standard bags may be required to be standardized in the godowns.
5. The particulars given above are intended merely to help the tenderers to form their own idea of the approximate quantum of work involved in this contract. The tenderers must acquaint themselves fully with the size and location of godowns vis-a-vis loading/unloading points. They are warned not to rely on the particulars given in the notes above. No guarantee is given that all the items of work shown above will be required to be performed. The successful tenderers shall be bound to execute all works as required under the terms of contract and shall not be entitled to make any claim whatsoever against the Corporation for compensation, revision of rates or otherwise on the basis of particulars referred to above.

2 A. Object of the Contract:

The contractor shall render all or any of the services given in Tender document as and when necessary as directed from time to time by the Managing Director or an officer acting on his behalf together with such additional, ancillary and incidental, duties, services and operations as may be instructed by the Managing Director or an officer acting on his behalf and as are not inconsistent with terms and conditions of this contract.

B. Brief description of work:

- (I) Unloading/Loading of foodgrains bags from/into railway wagons, trucks etc., stacking the foodgrains in bags, bagging, weighment, standardization, cleaning of food grains, etc. and transporting of foodgrains from Railway Goodshed/ Siding to Warehouse/s or vice-versa or transporting them from one place to any other place in and around the designated warehouse (Elaborate description of service given in **Clause-XX** of **Annexure I** on Terms and Conditions governing contract).
- (II) The tenderers must get themselves fully acquainted with the size and location of godowns vis a vis loading / unloading points before submission of tenders and rates quoted by them for loading into/ unloading from trucks/wagons shall be deemed to have been done after such acquaintance. Once a tender is submitted by a party, he shall be deemed to have fully acquainted himself with the size and location of godowns vis a vis loading/unloading points and shall not be entitled to any compensation arising out of any discrepancy in the size and location of godowns/group of godowns 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.

The services required to be performed under the contract have been categorized in two parts, viz. Part I - Receipts, Despatch & Deliveries and Part II-other services. Based on the local market trend and other relevant factors, the Corporation has prescribed rates for each of the service described in each Part which are shown in the PRICE BID (Schedule of Rates) for services annexed to the form of Tender. Tenderers are required to quote for all the services covered by the two parts detailed in **Clause XX** of the Annexure containing the terms and conditions in the tender form annexed as 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.



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

C. Volume of work

No definite volume of work to be performed can be guaranteed during the currency of the contract. However, some items of general information are given in **Annexure- I** to the tender. The particulars given in the Annexure are intended merely to give the tenderers an idea of the approximate quantum of work, so as to help in making their own assessment for quoting the rate in accordance with the conditions of the contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the annexure to tender shall be required to be performed.

The contract, if any, which may arise from this tender shall be governed by the terms and conditions of contract as contained in the invitation/ general information to the tenderer and as given in the annexure and appendices to this tender.

3. Submission of tender

The bidders are required to upload the technical bid and price bid (BOQ Format) separately for each location.

4. Qualification conditions for Tender:

- (I) Tenderer should have experience of Rake Handling **and/or** Transportation (Transportation shall be related to Rake Movement only) duly obtained from Manufacturer/ PSU/ Govt. Deptt./ Public Ltd. Company/ Private Limited Company dealing in the field of Foodgrains, Fertilizer, Cement, Sugar, Coarse grains or **similar products**. The tenderer should have executed in any of the preceding five years (i.e. 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) the work of value:
- (a) At least 25% of the estimated value of the contract to be awarded, in one single contract:
OR
- (b) 50% of the estimated value of the contract to be awarded, in different contracts. In case of Partnership, only the experience of the Firm will be reckoned and for the purpose the experience of the Individual Partners will not be counted.
- (II) Experience certificate **in the proforma prescribed at Appendix -VI** shall be produced from the client (s) stating the details contained in the proforma in their letter head.
- (III) Where the estimated value of the contract is less than **Rupees Seven Crore Fifty lakh** Tenderer without requisite experience as mentioned above may also participate subject to providing an undertaking that an additional Performance Guarantee in the form of Bank Guarantee of 10% of the contract value from any Scheduled Bank will be given, if selected. The format of the Bank Guarantee to be provided in such cases is at **Appendix-V**.
- (IV) If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the contract.

Note: (i) The year for the purpose of experience will be taken as Financial Year (1st April to 31st March) for the years mentioned at Sl.No.4 (I) above.



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5. Disqualification Conditions

- (I) Tenderers who have been blacklisted or otherwise debarred by OSWC or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 03 (three) years from the date of **blacklisting/debarment**, whichever is earlier.
- (II) Any Tenderer whose contract with the OSWC or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last three years, will be ineligible.
- (III) Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by OSWC or any department of Central or State Government or any other Public Sector Undertaking, during the last three years, will be ineligible.
- (IV) If the proprietor/ any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
- (V) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tenderer disqualified.
- (VI) A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.

6. Instructions for submitting Tender

The instructions to be followed for submitting the tender are set out below:

- (a) The Tenderer must fill up and sign the forwarding letter in the format given in **Appendix- I** and also furnish full, precise and accurate details in respect of information asked for in **Appendix-II** attached to the form of tender. The filled and signed Appendices I and II are to be scanned and uploaded at the space/packet provided in the e-Procurement system. Bidders are requested to read the instructions carefully & meticulously for submission of bids through e-procurement portal.
- (b) **Signing of tender:**
 - (i) The authorized signatory shall possess Digital Signature Card (DSC) for submission of tender documents and MTF. The DSC holder/ authorized signatory the tender shall state in what capacity he is, signing the tender, e.g. as sole proprietor of the firm, or as a Secretary/Manager/Director etc. of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy of the registered partnership deed should be scanned and uploaded alongwith the tender. In case of a limited company, the names of all the Directors shall be mentioned and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company.



(ii) The Digital Signature Card (DSC) holder signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce a proper 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 Digital Signature Card (DSC) holder so signing the tender fails to produce the said Power of Attorney his tender shall be summarily rejected without prejudice to any other right of the Corporation under the law and EMD paid by him/her will be forfeited. The hard copy of Power of Attorney will be submitted by the successful tenderer at the time of awarding of the contract.

(iii) The Power of Attorney should be signed by all the partners in case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. The Power of Attorney duly signed should be scanned & uploaded.

7. Earnest Money:

- (i) Each tender must be accompanied by an Earnest Money @ 2% value of contract amounting Rs. _____ (Rs. _____ only) which must be submitted in shape of Demand Draft drawn in favour of the **Odisha State Warehousing Corporation** on any Scheduled bank payable at Bhubaneswar. The scanned copy of the DD must be uploaded with the technical bid by the tenderers. The Tenderer shall be permitted to bid on the express condition that in case he resiles, or modifies his offer, or terms & 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**, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the Contract and Law, and 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 other Tender Enquiry with OSWC for a period of **three years**.
- (ii) **The earnest money, shall be returned to all unsuccessful tenderers within a period of 15 days from the date of disqualification in the case of all Tenderers whose Technical Bids are disqualified, and within a period of 30 days from the date of issue of the acceptance letter in the case of all other Tenderers and to a successful Tenderer, after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. No interest shall be payable on Earnest Money, in any case.**
- (iii) The tenderer must prepare Demand Draft of **Rs.590/- (Rupees Five hundred ninety)** inclusive of GST in favour of **Odisha State Warehousing Corporation** drawn on any Scheduled Bank payable at Bhubaneswar for the location towards cost of tender paper. The scanned copy of the DD shall be uploaded with the technical bid.

**8. Security Deposit:**

(i) The successful tenderer shall furnish, within fifteen working days of acceptance of his tender, a security Deposit for the due performance of his obligations under the contract. The Security Deposit shall consist of;

- (a) A sum equivalent to 5% of the value of the Contract in the form of demand draft or Pay Order issued by a scheduled bank in favour of the OSWC. The contractor at his option may deposit 50 (fifty) percent of this amount within fifteen working days of acceptance of his tender while the balance 50 (fifty) percent may be paid by the contractor by deductions at the rate of 10 (ten) per cent from the admitted bills. The Security Deposit shall not earn any interest.
- (b) Another sum equivalent to 10% of the value of contract, in the form of an irrevocable and unconditional Bank Guarantee issued by any Scheduled Bank in the format prescribed in **Appendix-IV** which shall be enforceable till six months after the expiry of the contract period.
- (c) If applicable, an additional sum equivalent to 10% of the value of the contract (in addition to a & b above), in terms of an undertaking provided by the tenderer for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by any Scheduled Bank in the format prescribed in **Appendix-V** which shall be enforceable till six months after the expiry of the contract period.

(ii) In case of failure of tenderer to deposit the Bank Guarantee as stipulated in clause 8(i) (b) & (c) within 15 working days of acceptance of his tender, further extension of 15 working days can be given subject to levy of penalty @ 1% of the whole amount of the Security Deposit and another 15 working days with levy of penalty @ 2% on the whole amount of the Security deposit by Managing Director.

Note:- The penalty in second extension of 15 working days will be 2% in addition to the first penalty of 1% on the whole amount of the security deposit.

- (iii) The Security deposit furnished by the Tenderer will be subject to the terms and conditions given in the tender and the Corporation will not be liable for payment of any interest on the security deposit.
- (iv) In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit under **clause 8(i)a by the due date or requisite security deposit in the form of Bank Guarantee under 8(i)b & 8(i)c** including extension period (**applicable to submission of BG only**), his contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of **three years**. After the completion of prescribed period of **three years**, the party may be allowed to participate in the future tenders of OSWC provided all the recoveries/dues have been effected by the Corporation and there is no dispute pending with the contractor/party.



- (v) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

9. Submission of Tender

- (a) The tender shall be submitted online in two parts viz., technical bid and price bid.
- (b) All supporting documents except tender document have to be scanned and uploaded in Technical Bid. Price Bid as per **BOQ Format** is to be filled in as available in the e-Procurement Portal.
- (c) The envelope/packet in online containing the **Technical Bid shall include the following:**
- (i) All the Annexures & Appendices of MTF duly signed on each page by the Tenderer should be scanned and uploaded in e-Procurement portal.
 - (ii) Scanned copy of the DD towards cost of tender paper and EMD amount.
 - (iii) List of Scanned copy of documents attached, as per the format in Appendix II, duly signed by the Tenderer.
- (d) Tender which do not comply with these instructions shall be summarily rejected.
- (e) Tenders should be uploaded / submitted through e-procurement at <https://tendersodisha.gov.in>. Manual bids/Hard copy of the tender documents will not be accepted. However the successful tenderer will have to submit the original hard copy of MTF duly signed on each page of MTF alongwith annexures/appendices duly attested on or before the date and time stipulated by OSWC, failing which the EMD furnished by the Bidder is liable to be forfeited and further that the award of contract through the letter of acceptance will be issued to the successful tenderer only after he fulfills this requirement.
- (f) The supporting documents shall be scanned and uploaded by Tenderer clearly, neatly and accurately in readable format. Any alteration, erasures or overwriting on the supporting documents should be duly initialed by the authorized signatory.
- (g) Tenders not accompanied by all the Schedules/Annexures intact and duly filled in and signed may be ignored.
- (h) It should be clearly understood by the Tenderer that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after submission of the tender.
- (i) Any attempt by tenderer to change the format of any of the supporting documents of the MTF while uploading or any attempt to tinker with the software of the portal will render his tender liable for cancellation and his subsequent blacklisting.
- (j) Bidder must upload scanned copies of required documents in support of their eligibility of bid. In the event of any document found fabricated/ forged/ tempered/ altered/ manipulated during verification, then the EMD of the bidder shall be liable to be forfeited and he/they himself/themselves would disqualify for future participation in the tenders of OSWC for the next 03 (Three) years.

**10. Opening of Tenders :**

The Technical Bid will be opened online first, in the Office of the OSWC, at the fixed time and the date indicated in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical bids qualify, at a time and place of which notice will be given. 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 with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

11. Corrupt Practices:

Any bribe, commission, or advantage offered or promised by or on behalf of the tenderer to any officer or official of the Corporation shall (in addition to any criminal liability which the tenderer may incur) debar his tender/bid from being considered. Canvassing on the part of or on behalf of the tenderer shall also make his tender liable to rejection.

12. The Managing Director OSWC, Bhubaneswar reserves the right to reject any or all tenders without assigning any reason and does not bind itself to accept the lowest or any tender. The successful tenderer will be intimated of the acceptance of his tender by a letter / fax/e-mail.

13. In case of any clear indication of cartelization, the Corporation shall reject the tender (s), and forfeit the EMD.

14. If the information given by the Tenderer in the Tender Document and its Annexures & Appendices is found to be false/incorrect at any stage, OSWC shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.

15. Terms for Micro & Small Enterprises

- (I) Micro & Small enterprises (MSEs) having MSME registration for the services tendered will be exempted from payment of cost of Tender Document and Earnest Money Deposit (EMD).
- (III) MSEs who are interested in availing themselves of above two benefits will enclose with their offer, the proof of their being registered for the services rendered as per notification of Ministry of Micro, Small & Medium Enterprises, Govt. of India.
- (III) MSEs seeking exemption should enclose a self-certified copy of valid registration certificate, giving details such as validity, services etc. failing which they run the risk of their bid being passed over as ineligible for exemption from payment of tender document cost and EMD.

Managing Director
OSWC



ANNEXURE I

**TERMS AND CONDITIONS GOVERNING CONTRACT FOR TRANSPORT,
UNLOADING/LOADING/ HANDLING OF FOODGRAINS AT ODISHA STATE
WAREHOUSE -----**

I. Definitions :

- (i) The term 'Contract' shall mean and include the Notice Inviting Tender, the invitation to tender, incorporating also the instructions to Tenderers, the Tender, its Annexures and Appendices, Acceptance of tender and such general and special conditions as may be added to it;
- (ii) The term 'Contractor' shall mean and include the person(s), Firm or Company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be;
- (iii) The term 'Contract Rates' shall mean the rates of payment accepted by the Managing Director for and on behalf of the Odisha State Warehousing Corporation.
- (iv) The term 'Corporation' and the Odisha State Warehousing Corporation, wherever they occur shall mean the Odisha State Warehousing Corporation established under Warehousing Corporation Act 1962 and will include its Managing Director/General Manager (C) and its successors.
- (v) The term 'Managing Director' shall mean the Managing Director of the OSWC under, whose administrative jurisdiction, the Odisha State Warehouse/ Godowns falls. The term 'Managing Director' shall also include the General Manager/Zonal Managers and every other officer authorized by him from time to time to execute contract on behalf of OSWC.
- (vi) The term 'Godowns' / 'Warehouses' shall mean and include OSWC depots, godowns, warehouse belonging to or in occupation of the Corporation or may hereafter be constructed or acquired by it at any time and shall also mean and include open platform/plinths built or constructed for storage of foodgrains inside or outside the owned/hired premises.
- (vii) The term "Foodgrains" shall mean and include any item of foodgrains & its products, Coarse, grains, Fertilizers, Sugar and groundnut etc.
- (viii) The term 'Services' shall mean the performance of any of the items of work enumerated in schedule of services as elaborated in Clause XX herein including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Managing Director, or an officer acting on his behalf;
- ix) The term 'Truck' wherever mentioned shall mean mechanically driven vehicles such as lorries etc., and shall exclude animal driven vehicles;

II. Parties to the Contract:

- (a) The Parties to the contract are the Contractor and the Odisha State Warehousing Corporation represented by the Managing Director and / or any other person 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 all matters pertaining to the contract. If, at any stage, it is found that the person concerned has no such authority, the

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Odisha State Warehousing Corporation may, without prejudice to other civil and 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 Odisha State Warehousing Corporation may be given/taken by the Managing Director or any officer so authorized and acting on his behalf.

III Constitution of Contractor:

- (a) Contractor/s shall, in the tender, indicate whether he/they is/are a Sole Proprietary concern or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company incorporated in India. The composition of the partnership, or names of Directors of Companies as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the contract during the tenure of the contract. The person so nominated shall be deemed to have full authority from the contractors in respect of the contract and his acts shall be binding on the contractor.
- b) If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the contract, failing which the contract shall be forthwith liable for termination treating it as breach of contract by the Contractor with consequences flowing there from.
- (b) 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.

IV. Subletting

The contractor shall not sublet, transfer or assign the contract or any part thereof.

V. Relationship with third parties:

All transactions between the contractor and third parties shall be carried out as between two principals without reference to the Corporation in any event. The contractor 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.



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(b)(i) 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 and pay to the Corporation i.e. the Principal employer under the said Act, the amount of members contribution together with an equal amount of his contribution. If, on account of the default of the contractor in making such payment or for any other reason, the Corporation makes such contributions on behalf of the contractor, the OSWC shall be entitled to set off against the amount due to the contractor, the contributions made by it on account of his default in making payments or otherwise in respect of the labour employed by the Contractor.

(ii) 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 Managing Director, OSWC

Form-2 Nomination & Declaration Forms to be submitted for new entrants.

Form - 3 The Contribution Card for the currency period - Annually.

Form - 3A Contribution Card for the currency period from 1st April to 31st March -Annually.

Form - 4 Contribution Card for Employees other than monthly paid Employees - Annually.

Form - 5 Return of Employees qualifying for the Membership.

Form - 5A Return of Ownership to be sent to the Regional Commissioner.

Form - 6 Return of the Contribution Card and Annual Statement of Contribution.

Form -6A Consolidated Annual Contribution Statement.

Form - 10 Form of Maintenance of Accounts.

Form - 11 Balance Sheet

Form - 12A Statement of Contribution - Monthly.

(iii) The Contractor shall within 7 days of the close of every month submit to the Principal Employer (Corporation) a Statement showing the recoveries of Contribution in respect of Employees employed by or through him and shall have to furnish to him such information as the Principal Employer (Corporation) is required to furnish under the provisions of Employees Provident Fund Scheme 1952 to the Commissioner.



- (iv) 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 Managing Director, Odisha State Warehousing Corporation or Officer authorized by him or acting on his behalf.
- (c) 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 Managing Director, OSWC or an officer acting on his behalf, OSWC will be at liberty to withhold the pending bills, Security Deposit etc. and or any other payments due to the contractor.
- (d) 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 Govt./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 unauthorizably made maintenance of wage book & 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. Contractor is advised to comply with the instruction issued by Government of India, Ministry of Labour and Employment, Chief Labour Commissioner etc. from time to time regarding mode of payment of wages to workers.
- (e) 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 comply with the following:

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 rate(s) 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 Managing Director 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.**



The proforma of wage book and wage Slip, Register of unpaid wages and Register of Fines and Deductions giving the particulars as indicated in Appendix III.

The minimum wages prescribed for the time being for piece rate and time rate workers are as indicted below.

1. Time rated worker
2. Piece Rated workers

Provided that equal wages to women labour at par with men shall be paid for similar nature of work.

ii) **Weekly off:**

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

iii) **Attendance Allowance :**

The contractor shall pay 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 (e) 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 any sum due to the contractor 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).

- (f) **Welfare and Health of Contract Labour: Duties and responsibilities of the contractor:** The contractor shall comply with the provisions as regards provision of canteen/ rest room, latrine, urinal, washing facilities, first aid facilities etc. **as follows as contained in the Contract Labour (Regulation & Abolition) Act 1970 and other applicable laws as amended from time to time.**
- (i) **Where contract labour is required to halt at night and work is likely to continue for three months, a rest room is to be provided by the contractor within 15 days.**
 - (ii) **Where 100 or more Contract Labour is likely to continue work for six months, the Contractor should provide a Canteen within 60 days of employing labour.**
 - (iii) **Sufficient supply of drinking water at convenient places to be provided.**

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- (iv) **Sufficient number of latrines and urinals to be provided.**
- (viii) **Adequate and suitable washing , bathing places separately for men and women, shall be provided by the contractor.**
- (vi) **First Aid Box (one box for 150 Contract Labour) to be provided in working hours.**
- (g) (i) Every tenderer whose tender is accepted by the Corporation shall immediately apply **in Form V** for license to the prescribed licensing authority through the OSWC in terms of Section 12 of the Contract Labour (R&A) Rules, 1970 before entering upon any work under the contract. The contractor shall also obtain temporary licenses whenever required under Rule 32 of the relevant Rules in cases where he intends to employ more labour in number than that mentioned in the regular license for short durations not exceeding 15 days. The contractor shall also make an application **in Form VII** through the principal employer (OSWC) for renewal on the expiry of the regular license **as the regular License is valid for 12 months**. The contractor shall also get the temporary license renewed, whenever necessary, through the principal employer. If for any reason, the application for a license is rejected by the licensing/appellate authority, the contract shall be liable to be terminated at the risk and cost of the contractor and the decision of the Managing Director OSWC, Corporate Office Bhubaneswar in this regard shall be final and binding on the contractor. **Every contractor shall also abide by all the provisions of the Contract Labour (R&A) Act, 1970 and the Rules framed there-under:**
 - (ii) **As per Rule 25(2)(VIII), every contractor shall file a return intimating commencement/completion of contract work within 15 days to the inspector in Form VI A.**
 - (iii) **As per Rule 75, the contractor shall maintain a Register of workmen Employed in Form - XIII and he shall also display hours of work, nature of duty etc.**
 - (iv) **Employment Card shall be given by Contractor in Form XIV to each worker within 3 days of employment as per Rule 76. The proforma of Employment Card is given in Appendix (III- a).**
 - (v) **Every contractor shall issue a Service Certificate in Form - XV to the workman on termination of his services as per Rule 77.**
 - (vi) **As per Rule 82(1), every contractor shall submit Half yearly returns in duplicate in Form-XXIV to Licensing Officer within 30 days from the close of half year .**
 - (vii) **Notice to be displayed as required under Rule 81(1) and copy of notice to be sent to Inspector as per Rule 81(2).**
 - (viii) **The contractor shall also maintain following records / registers:**
 - (a) **Muster Roll in Form -XVI.**
 - (b) **Register for deduction for damage, loss in Form XX as per Rule 78(1)(a)(ii).**



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(c) Register of Fines in Form- XXI.

(d) Register of Advances in Form - XXII

- (h) The contractor also comply with all Rules, Acts and Regulations made by the State Govt./Central Govt. from time to time pertaining to the contract, including all labour laws.

VII. Bribes, Commission, Corrupt gifts etc.

An Act of bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or anyone or more of their partners/ Directors/ Agents or officials or any person on his or her behalf to any officer, Officials, representative or agent of the Corporation or any person on his or their behalf for showing any favour or forbearing to show any disfavour to any person in relation to the contract, shall make the contractor liable for termination of this contract or any other contract with the Corporation and the contractor shall be liable to reimburse the Corporation of any loss or damage resulting from such cancellation.

VIII Period of contract:-

- i) **The contract shall remain in force for a period of two years from the date of award of the work or such later date as may be decided by the Managing Director.**
- ii) The Managing Director reserves the rights to terminate the contract at any time during its currency without assigning any reasons thereof by giving Thirty Days Notice in writing to the Contractor at the notified address and the Contractor shall not be entitled to any compensation by reason of such termination. The action of the Managing Director, OSWC, Bhubaneswar under this clause shall be final, conclusive and binding on the contractor.

IX Security Deposit :

- a) The successful Tenderer shall furnish within a fifteen working days of acceptance of his tender, a Security Deposit for the due, proper and complete discharge of all their obligations under the contract. The Security Deposit will comprise of the total of the amounts specified in following clauses (i) (ii) and (iii):
- (i) A sum equivalent to 5% of the value of the Contract in the form of Demand Draft or Pay Order issued by any scheduled bank in favour of the Odisha State Warehousing Corporation. The contractor at his option may deposit 50 (fifty) percent of this amount within fifteen working days of acceptance of his tender while the balance 50 (fifty) percent may be paid by the contractor by deductions at the rate of 10 (ten) percent from the admitted bills. The Security Deposit shall not earn any interest.
- (ii) Another sum equivalent to 10% of the value of contract, in the form of an irrevocable and unconditional Bank Guarantee issued by any Scheduled Bank in the format prescribed in Appendix-IV which shall be enforceable till six months after the expiry of contract period.
- (iii) If applicable, an additional sum equivalent to 10% of the value of contract (in addition to I & ii above), in terms of the undertaking provided by the Tenderer (without experience) for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by any Scheduled Bank in



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the format prescribed in Appendix-V which shall be enforceable till six months after the expiry of contract period.

- (b) **In case of failure of tenderer to deposit the Bank Guarantee as stipulated in clause IX (a) (ii) & (iii) within 15 working days of acceptance of his tender, further extension of 15 working days can be given subject to levy of penalty @ 1% of the whole amount of the Security Deposit and another 15 working days with levy of penalty @ 2% on the whole amount of the security deposit by Managing Director.**

Note:- The penalty in second extension of 15 working days will be 2% in addition to the first penalty of 1% on the whole amount of the security deposit.

- (c) Upon satisfactory performance of the services and on completion of all the obligations by the contractor under the terms of contract and on submission of “No Due Certificate” from the concerned authority designated under EPF and MP Act 1952 showing due and correct deposit in respect of the employees employed by or through him for the contract period and on obtaining a “No Demand Certificate” from the assigned authority of OSWC, the Security Deposit will be refunded to the contractor subject to deductions, if any from the Security as may be necessary for recovering the claims of OSWC against the contractor. The OSWC will not be liable for payment of any interest on the Security Deposit. **For any EPF violations which may be detected at any later stage, the contractor shall be liable and will be proceeded against as per law.**

The tenderer should be registered with EPFO as an independent employer, having separate code number as required for an employer under the provisions of EPF and MP Act 1952 and the EPF Scheme framed there under.

- d) The Managing Director shall have the rights to forfeit the entire or part of the amount of security deposit lodged by the contractors or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation. The decision of the Managing Director in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors
- e) 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 specified amount.
- f) In the event of the Tenderer’s failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit under **clause 8(i)a by the due date or requisite security deposit in the form of Bank Guarantee under 8(i)b & 8(i)c** including extension period (**applicable to submission of BG only**), his contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of **three years**. After the completion of prescribed period of **three years**, the party may be allowed to participate in the future tenders of OSWC provided all the recoveries/dues have been effected by the Corporation and there is no dispute pending with the contractor/party.



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X **Liability of Contractors for losses etc. suffered by Corporation :**

- (a) The contractors shall be liable for all costs, damages, demurrages, wharfages, forfeiture of wagon, registration fees, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and un-workman like performance of any services under this contract or breach of any terms thereof or his failure to carry out the work with a view to avoid incurrence of demurrage, etc. and for all damages or losses occasioned to the corporation due to any act whether negligent or otherwise of the contractors themselves or his employees. The decision of the Managing Director regarding such failure of the contractor and his liability for the losses, etc. suffered by Corporation shall be final and binding on the contractor.
- (b) The Corporation shall be at liberty to reimburse themselves of any damages losses, charges, costs or expenses suffered or incurred by it due to contractor's negligence and un-workmanlike performance of services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum than due or which at any time hereafter may become due to the contractor under this or any other contract with the Corporation. In the event of the sum, which may be due from the Corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractor. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation, on demand, the remaining balance of the aforesaid sum claimed.
- (c) In the event of delay on the part of the contractor in providing other services as mentioned in the MTF i.e. labour, weighing machine, weights and any other services mentioned in the agreement, 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 a lawful right to levy Liquidated Damages from the contractor @ Rs.2000/- per day or such lesser sum per day or part of a day or the delay as the Managing Director in his absolute discretion may determine, subject to the total liquidated damages not exceeding 15% of the value of the contract during the operation period of the contract. The decision of the Managing Director in regard to levy of above **Liquated Damages** shall be final and binding on the contractor.
- (d) The Contractor shall be responsible for the safety of the goods from the time of unloading from the wagons at the railhead and loaded on their trucks from Railway Station or siding Godowns, until have been Unloaded from their trucks at godowns or at other destinations. They shall provide tarpaulins on decks of the trucks so as to avoid loss of grains etc. through the holes/crevices in the decks of the trucks. They shall deliver the number of bags and the weight of foodgrains, and allied material received by them and loaded on their trucks and shall be liable to make good the value of any loss shortage or damage during transit. The Managing Director will be the sole judge for determining, after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the contractor for such loss and the amount to be recovered from them. The decision of the Managing Director in this regard shall be final and binding on the contractor.



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- e) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of foodgrains etc. and take reasonable precautions to avoid wetting/ damage/ loss to foodgrains during the transport. In the event of deficiency in service by contractor in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, Liquidated Damages @ Rs. 200/- per truck will be imposed by the Managing Director without prejudice to any other right or remedies under the contract and law.

XI. 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 his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Managing Director 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 by the Corporation.
- b) The Managing Director shall also have, without prejudice to other rights and remedies, the right, in the event of breach by the contractors of any of the terms and conditions of the contract, to terminate the contract forthwith 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.
- c) 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. If the contractor fails to supply the requisite number of labour, scales and trucks/carts, the Managing Director shall, at his entire discretion without terminating the contract be at liberty to engage other labour, scales, trucks/carts, 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.

XII- Set off: Any sum of money due and payable to the contractor (including security deposit returnable to the contractor) 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 this contract or any other contract made by the contractor with the Corporation.



OSWC reserves the right to claim from the tenderer/ bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on the part of the service provider.

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 this 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. The decision of Managing Director on the question of relevancy of any documents information or return shall be final and binding on the contractor. The contractor shall produce the required documents information and returns at such time and place as may be directed by the Managing Director.

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 should necessarily or exclusively be entrusted to him.
- (b) The Corporation 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.
- (c) If the contractor is required to perform any service in addition to those specifically provided for, in the contract and the annexed schedule of contract, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.
- (d) 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.
- (e) 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 writing must be made within 15 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.

**NOTE:**

Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period the description of which is given in the tender, the Corporation may, during the currency of the contract, takeover/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of those, the description of which is given in the tender or out of those which are later constructed/acquired later during the pendency of the contract. In such an event, the contract shall not be rendered void and the contractor 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 godowns or the storage capacity of the godowns.

XV Remuneration :

The contractor shall be paid the remunerations in respect of the services described in Tender and performed by them at the contract rate.

XVI Payment :

- a) Payment will be made by the Managing Director on submission of bills in triplicate duly supported by consignee receipts/or work certificate issued by the Warehouse Incharge.
- b) The contractor should submit all the 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 his bills monthly. **The contractor shall furnish copies of challans alongwith the certificate cum statement as proof of deposit of EPF failing which the bills of the contractor will not be released.**
- c) **The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.**
- d) **The contractor should provide within 7(seven) days of the joining of work, the Bank Account details to which all payments due to him from the Corporation can be transferred electronically through RTGS/NEFT.**
- e) The payment will be released by the OSWC to the Handling and Transport Contractor after the same is received by the OSWC from the depositors. Any deduction made by the depositors from the bills of the OSWC towards transit loss / shortages both at the time of receipt and despatch of stock, damage of the stock, demurrage, wharfage and expenses suffered or incurred by the Corporation due to the contractor negligence and un-workman-like performance of any service under this contract will be recovered from his/her payment. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- f) Prices quoted are inclusive of all applicable taxes except GST. GST shall be paid extra at applicable rates subject to submission of tax invoice as per rules under GST Law. OSWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source. Under GST regime, the contractor is required to correctly and timely disclose the details of output supplies to OSWC as



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per GST rules in his GST returns. Non-compliance would result in mis-matching of claims and denial of input tax credit to OSWC. Notwithstanding anything contained in agreement/ contract, in case of such default by the contractor the amount of Input tax credit denied in GST alongwith interest and penalty shall be recovered from the contractor.

XVII Lien Clause

If any amount of the tenderer is found due to the Corporation in addition to right of recovery through OPDR Act, 1962, the Corporation shall have liberty to recover the same from any other dues of the Contractor lying with the Corporation. In other words, other dues of the contractor shall be treated as lien with the Corporation and the Corporation reserves right to recover from the same.

XVIII Force Majeure. :

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

XIX. Laws governing the contract& dispute Resolution:

(a) The contract shall be governed by the laws of India for the time being in force.

(b) (i) Arbitration

Any dispute arising between the Tenderers/ Contractors and Odisha State Warehousing Corporation pertaining to any of the matters concerning the contract, the same shall be decided and resolved by way of arbitration.

The arbitration shall be held following the procedure prescribed under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. The bidder while participating in the tender process specifically agrees that the entire dispute shall be determined through Arbitration by the Sole Arbitrator to be appointed by the Managing Director of Odisha State Warehousing Corporation keeping in view the provisions under Section-12(5) & the corresponding SEVENTH SCHEDULE of the Arbitration & Conciliation Act, 1996. Place of Arbitration shall be in Bhubaneswar and language of Arbitration in English.

In case any dispute arises pertaining to any of the matters concerning the Contract, the affected party shall give notice to the General Manager(C) of the Corporation for amicable resolution of the dispute sitting across the table. After receiving notice if the General Manager (C) of the Corporation fails to resolve the dispute within a period of three months, the affected party shall give a notice of Arbitration to the Managing Director of the Corporation specifically mentioning his claims, grievances. For the purpose, the affected person shall give 30 days prior notice



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to the Managing Director of Odisha State Warehousing Corporation, who on receipt of the notice shall take steps for appointment of Sole Arbitrator to decide the matter. While appointing the Sole Arbitrator, the Managing Director of Odisha State Warehousing Corporation shall act in terms of provisions under Section-12(5) and the corresponding schedule-VII of the Arbitration & Conciliation Act, 1996.

All such notices for arbitration shall be given either by registered post or through official acknowledgment.

(ii) Jurisdiction

Any dispute that arises between the parties to this tender, the court at Bhubaneswar only shall have jurisdiction to entertain the proceedings. No other courts except the courts at Bhubaneswar shall have jurisdiction to adjudicate any dispute, entertain any proceeding pertaining to the tender/ contract in question.

XX Service to be performed by the Contractors :

Note:- (A) Godowns in and around under the purview of this contract are as under:-

- i) Godowns served by the Railway Siding:-
 - a) Group of godowns comprising sheds (or any further sheds / godowns constructed or added) normally served from Railway Siding at _____ known as _____ godowns _____.
 - b) Group of godowns comprising sheds (or any future _____)
 - c) Group of godowns comprising sheds (or any further sheds etc. _____)
- ii) Godowns situated at a considerable distance from the Railway Siding in the same premises requiring the use of trucks for carrying bags:-
 - a) Group of godowns comprising sheds (or any future sheds constructed or added) requiring the use of trucks for carrying the foodgrains bags from _____ Railway Siding at _____ known as _____ godowns.
 - b) Group of godowns comprising sheds (or any future _____)
 - c) Group of godowns comprising sheds (or any future etc. _____)
- iii) Godowns served by Railway Station:-
 - a) Group of godowns comprising _____ sheds (or any future sheds/Godowns constructed or added normally served from _____ Railway Station known as _____ godowns.



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- b) Group of godowns comprising sheds (or any future _____)
- c) Group of godowns comprising sheds (or any future etc. _____)

Note:- Notwithstanding the number of storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period, the description of which is given in the tender, the Corporation may during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively it may also be necessary for the Corporation to give up or release one or more godowns out of those, description of which is given in these documents or out of those which are constructed or acquired later, during the currency of the contract.

In such an event the contract shall not be rendered void and contractor shall be bound to perform all the services/duties and execute all the works as per terms and conditions and rates of the contract and he 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 the godowns or the storage capacity of the godowns.

- B) Remuneration for stacking in the Shed/Platform/ Ground wherever necessary as required while performing the services of loading, unloading etc; will be deemed to be included in the relevant services and no separate remuneration will be paid for such stacking.
- C) Kacha or interim stacking whether inside or outside the Godowns wherever necessary in the services of physical verification and standardization, cleaning, drying, filling etc., shall be deemed to be included in the relevant service and no separate remuneration for such kacha stacking will be paid on any account.
- D) Similarly, carriage of bags whether by change of head loads or by using hand-trolleys, hand-carts or any other mode of carriage, provided by the contractor, shall be deemed to be included in the relevant services and no separate remuneration shall be paid for such carriage, unless otherwise provided for.
- E) For services of standardization, rebagging, filling, loose grains and such other allied services, bags supplied by the Corporation will ordinarily be new "SBT" bags and **580 grams** approximately in weight., but the Managing Director reserves the right to use any type of bags. The jute twine used for stitching of the bags after bagging/ rebagging/ cleaning/ standardization, etc. shall be 3 ply double up and shall be supplied by the Corporation.
- F) Extra charges as provided in items 17 & 18 of the schedule of rates for services shall be paid only for loading and unloading of open wagons and Box wagons (Open) respectively, the flap door of which open down-ward/upward or sideward and wherein the filled bags cannot be carried in or taken out of such wagons by the worker directly as back or head load.
- G) For purposes of transport of foodgrains in this contract use of animal drawn carts in place of trucks will not be allowed unless the Managing Director in his sole discretion specifically permits such use in writing. Such use of animal drawn carts if permitted by the Managing Director shall be at 25 per cent less than the contract rates for trucks.

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SERVICES

PART-I

FOR STOCKS RECEIVED AT OR DESPATCHED FROM RAILWAY STATION/RAILWAY SIDING OR FOR STOCKS DELIVERED TO RECIPIENTS.

1. UNLOADING FROM WAGONS AT RAILWAY GOODSHED/RAILWAY SIDING LOADING INTO TRUCKS/ANY OTHER VEHICLES :

- a) The contractor shall unload the foodgrains bags from wagons/rakes/jumbo rakes placed at the Railway Station/Railway Siding or from trucks/any other vehicles, carry them and stack the bags in the Shed on the Platform/ground in accordance with the instructions of the Managing Director or any officer acting on his behalf. He shall also perform the reverse services when directed.
- b) The contractor shall unload the foodgrains bags from wagons/rakes/jumbo rakes placed at the Railway Station or at the Railway Siding as the case may be, or from trucks/or any other transport vehicles, carry them and directly load them into the trucks/any other transport vehicle or into wagons after stacking' the bags wherever necessary in the Shed/on the Platform/ground in accordance with the instructions of the Managing Director or any Officer acting on his behalf.

2. TRANSPORT OF FOODGRAINS BAGS FROM THE RAILWAY GOODSHED TO VARIOUS GODOWNS AND VICE-VERSA :

The Contractor shall transport by trucks to be arranged by them such number of bags of foodgrains, sweepings, spillage etc; as may be required, on day to day, by the Warehouse Incharge or an Officer acting on his behalf, from the Railway Station to the various Godowns or vice-versa. The contractor shall take care not to mix bags of different kind of foodgrains bags containing different qualities of the same foodgrains and bags containing wet/damaged grains, sweepings etc; with bags of sound grains etc.

The contractor shall obtain from the Warehouse Incharge or an officer acting on his behalf every evening particulars of the number of bags of foodgrainsetc required to be transported the next day, the place where the trucks/carts should report for loading and the destination to which the goods would be required to be transported. In special cases, he may be required to arrange transport at shorter notice and he shall be bound to comply with such requisitions. Payment for this service will be in accordance with the stipulation given in notes below the Schedule of Rates.

In case of any change in the distance for transportation of stock due to unavoidable circumstances other than the distance approved for the contract period, the transportation charge will be paid to the contractor at the approved rate for the revised distance basing on the specified distance slab mentioned in the price bid of the tender.

3. UNLOADING FROM WAGONS AT RAILWAY SIDING OR FROM TRANSPORT VEHICLES AND STACKING THE FOODGRAINS BAGS IN GODOWNS :

The Contractor shall unload the foodgrain bags from wagons placed at the Railway Siding or from the trucks, stack the foodgrain bags on the Platform/Ground



wherever necessary, carry them by head loads or change of headloads or by using hand trolleys, handicrafts or any other mode of carriage provided by them and stack them in godowns up to the required height. The bags shall be stacked either in the form of conventional stack for bagged storage or in the form of side wall for enclosing a pit for flat storage up to 10, 16 or 20 high in accordance with the instructions of the Warehouse Incharge or an Officer acting on his behalf. The remuneration for stacking of bags on platform/shed / ground wherever necessary and providing the means of carriage mentioned above shall be deemed to be included in the contract rates for this service of unloading and loading. No extra remuneration on any account for such stacking and for use of the means of carriage shall be paid except when the bags unloaded from wagons placed at the Railway Siding are required to be transported by trucks to the godowns situated at a considerable distance from the Railway Siding in the same premises for which separate remuneration has been provided for.

4. UNLOADING FROM WAGONS/TRANSPORT VEHICLES AND POURING THE GRAINS IN FLAT STORAGE PIT IN GODOWNS :

The Contractor shall unload the foodgrains bags from wagons placed at the siding or from trucks, stack the bags wherever necessary on the platform/shed/ground, carry the bags to the Flat Storage pit with the help of the Hand trolleys, cart etc; wherever necessary, cut open the mouth of the bags and pour the food grains into the pit. Normally, the pouring of the foodgrains will be required to be done in a baby pit built at convenient spot in a depot premises or may be required to carry the bags to the regular flat storage pit over the side walls and perform the services of cutting open the mouth of the bags, pouring the foodgrains there, leveling and shoveling. The side wall built with bags in the case of the baby pit shall be upto 10 high while that in the case of regular flat storage pit shall be upto 20 high.

The remuneration for stacking of bags on the platform/shed/ ground wherever necessary and for providing the means of carriage mentioned above shall be deemed to be included in the contract rate for this service of unloading and loading. No extra remuneration on any account for such stacking and for use of the means of carriage shall be paid except when the bags unloaded from wagons placed at the Railway Siding are required to be transported by trucks to the godowns situated at a considerable distance from the Railway Siding in the same premises for which separate remuneration has been provided for.

5. LOADING INTO WAGONS FROM GODOWNS SERVED BY SIDING LOADING ON TRUCKS/OR ANY OTHER TRANSPORT VEHICLE FROM GODOWN FOR DESPATCHES OR FOR DELIVERY TO THE RECIPIENTS:

The contractor shall remove the foodgrain bags from the stack inside the godowns, carry them by headloads or change of headloads or wherever necessary by using hand trolleys, carts, etc. and load the foodgrain bags into wagons (in case of godowns served by Railway Siding) or load them on trucks or any other transport vehicle or in the alternative put the bags in a countable position after stacking, the bags wherever necessary on platform/ground for purposes of despatch or for delivery to buyers in accordance with the instructions of the Warehouse Incharge or an Officer acting on his behalf.



The remuneration for stacking of bags on the platform/shed/ground wherever necessary and for providing the means of carriage mentioned above shall be deemed to be included in the contract rates for this service of carrying from stacks and loading etc. No extra remuneration on any account as such for stacking and for use of the means of carriage shall be paid except when the bags unloaded from wagons placed at the Railway Siding are required to be transported by trucks to the godowns situated at considerable distance from the Railway Siding in the same premises for which separate remuneration has been provided for.

6. CARRYING BY MEANS OF TRUCKS FROM RAILWAY SIDING TO THE GODOWNS OR VICE VERSA :

The contractor shall as and when required by the Warehouse Incharge or an Officer acting on his behalf, use trucks for carrying bags of foodgrains from the godowns to the Railway Siding or from the Railway Siding to the godowns which are situated in the same premises but at a considerable distance from the Railway Siding. The Contractor shall be entitled for remuneration under this item for godowns which are indicated in the tender. If, however, any Shed/Godowns constructed or added during the currency of the contract require the use of trucks for such services as provided herein, the use of trucks in such cases shall be specifically permitted by the Managing Director or an Officer acting on his behalf, whose decision shall be final and binding on the contractors.

The remuneration under this item is inclusive of the operation of loading into and unloading from trucks. Payment for this service will be in accordance with the stipulations given in notes below the schedule of rates. The payment under this item shall be in addition to item 3 or 4 or 5 of the Schedule of Rate.

7. TRANSPORT OF FOODGRAINS (NOT PROVIDED FOR UNDER ITEM 2 AND (6))

The Contractor shall, transport by trucks to be arranged for such quantity of foodgrains, as may be required from day to day by the Managing Director or an Officer acting on his behalf, from one godown to another godown or from any place to another place in and around railhead to warehouse. 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 obtain from the Warehouse Incharge or an Officer acting on his behalf, every evening particulars of the number of bags foodgrain setc; required to be transported the next day, the place where the trucks should report for loading and the destination to which the goods would be required to be transported. In special cases, the contractor may be required to arrange transport at short-notice and they shall be bound to comply with such requisitions. Payment for this service will be in accordance with the stipulation given in notes below the Schedule of rates.

8. WEIGHMENT :

The Contractor shall, with their labour and scales, and under their supervision weigh such number of bags of foodgrains, as may be required, after placing the bags, wherever necessary, before weighment or by placing the bags, wherever necessary after weighment. The remuneration for this service shall be deemed to include placing of bags,



wherever necessary, near the scale either before or after weighment, carrying out the weighment by placing the bags on the scale and removing the bags from the scale. Weighment of foodgrains as described above, shall be done in conjunction with any other service like receipt, dispatch/delivery etc. either at Godown/Railway Platform/ Railway Siding/ shed or anywhere else as directed by the Warehouse Incharge or an officer acting on his behalf. Payment under this service for actual number of bags weighed will be made in addition to the service in conjunction with which weighment is performed unless weighment is included specifically in a service like physical verification, standardization, cleaning etc. The contractor shall be responsible to supply adequate and sufficient number of scales for weighment. Provided always that the contractor shall not use their own scales, where the same are available with the Corporation and contractor shall be liable to pay hiring charges for the same at the rates prescribed in the Schedule.

9. REMOVING BAGS FROM STACKS AND POURING CONTENTS INTO FLAT STORAGE:

The Contractor shall, when required, remove foodgrain bags from stacks in the same or any other godown or from the side wall of a flat storage, cut open mouth of the bags pour the grain into the flat storage and carry out shoveling and leveling of the foodgrains.

10. FILLING LOOSE GRAINS FROM FLAT STORAGE:

Foodgrains from Flat Storage will normally to be taken out by vacuators or grainveyors. The vacuators will either discharge the grain into the baby pit or feed the hoppers of the automatic/weighing and filling machines (velosac machines) which are designed to fill the bags upto a prescribed weight. The contractor shall supply the number of casual labour required in the operations of these machines, in accordance with the instructions of the Warehouse Incharge or an officer acting on his behalf. However, the contractor, when required shall with their labour, take the loose grains out of the flat storage pit, making a baby bulk grain pit. If necessary, and fill the loose foodgrains into empty gunnies, carry them to scales, bring them upto a prescribed standard weight, stitch the bags with at least 16 stitches and stack them in the same or any other godowns(s) or load them into wagons/transport vehicles.

PAR T - II OTHER SERVICES

11. PHYSICAL VERIFICATION:

The contractor shall, with their labour and scales and under their supervision, weigh such number of bags of foodgrains as may be required for physical verification. Weighment for this service shall be deemed to include carrying bags from stacks, to weighing scales, putting them on scales, carrying out weighment removing bags from scales, doing kacha stacking inside or outside the godown as and where necessary, carrying the weighed bags and stacking them upto prescribed heights, as may be directed by Warehouse Incharge or an officer on his behalf. Normally, the weighed bags will be required to be restacked in the same godown or outside the same godown. It may, however, be necessary to restack the weighed bags in another godown.

**12. STANDARDISATION :**

The contractor shall, with their labour and scales and under their supervision, standardize such number of bags of foodgrains, as may be required by the Warehouse Incharge or an Officer acting on his behalf. Standardization shall be deemed to include carrying bags from stacks to weighing scales, cutting open the mouth of the bags putting bags on the scales, putting in or taking out grains from each bag as may be necessary in order that each bag contains the standard weight of foodgrains as fixed by the Warehouse Incharge or an officer acting on his behalf, removing the bags from the scales; restitching the bags with at-least 16 stitches on each bag, doing kacha stacking inside or outside the godown as and where necessary, carrying the standardized bags and stacking upto specified height or loading into wagons/trucks or any other vehicle as directed. When the standardized bags are not required to be restacked or loaded, such bags shall be left in a countable position on the floor of the godown. The standardized bags shall be stacked in the same godown or in another godown, as directed by the Warehouse Incharge or an Officer acting on his behalf. In all such cases, payment will be done for actual number of bags received after standardization.

13. FILLING GUNNIES WITH LOOSE GRAINS TO A PRESCRIBED WEIGHT, STITCHING AND STACKING/ LOADING DELIVERY:

Contractor shall, where necessary make heap (or Palla) of any loose grains, sweepings, damaged grains, etc., available in the godowns or anywhere else and fill the same into empty gunny bags. The filled bags shall be carried to scales, brought to the prescribed standard weight, stitched with atleast 16 stitches and stacked or dispatched/delivered as required.

14. CLEANING :

The contractor shall, as and when required, with their labour, clean the foodgrains, sweepings etc; Cleaning shall be deemed to include restacking the bags, weighing them to ascertain the pre-cleaned weight carrying them to the place assigned for cleaning and subject to such process as winnowing; sifting, passing through the sieves or other methods of cleaning as cleaning by machines, etc., removing the cleaned grains, filling the grains in bags, weighing them to a standard weight prescribed by the Warehouse Incharge or any officer acting on his behalf, stitching the bags firmly with at least 16 stitches and carrying the standardized bags and stacking them upto specified height or loading them into wagons/trucks/transport vehicles as directed, collecting the refraction, filling them in bags as directed, weighing them and stacking upto specified height or loading/delivering them as directed. Payment will be made only for the number of bags received after cleaning and standardization. No separate payment for the bags filled with refractions will be made.

15. DRYING OF DAMAGE FOOD GRAINS :

The contractor shall undertake drying of damaged foodgrains, whenever required. Drying shall be deemed to include carrying foodgrains bags, from stacks or anywhere else from the godown, cutting open the mouth of the bags spreading the food grains inside or outside the godown and after drying making them into a palla, filling loose



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grains into empty gunnies upto a prescribed weight, stitching and stacking the bags in the same or another godown up to 10, 16, 20 high or loading / delivering them as directed. If weighment is required to be done before cutting open the bag, it will be paid separately.

Payment under this service will be made only for the number of bags received after drying and standardization.

16. REBAGGING :

The contractor shall rebag loose grains or the contents of unserviceable bags into new bags supplied by the Corporation. Rebagging shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a palla, if necessary filling new bags upto a prescribed weight, stitching them, doing kacha stacking inside or outside the Godowns, as and when necessary, and stacking them upto 10, 16, 20 or beyond 20 high or delivering /dispatching as directed.

17. LOADING OF OPEN WAGONS :

The contractor shall load or unload open Railway wagons, wherever necessary. In addition to the normal duties and responsibilities attached to the service of loading/unloading covered wagons, the contractor shall also perform all other Auxiliary services incidental to handling of open wagons.

18. LOADING OF BOX WAGONS :

The contractor shall load/unload Box Type (Open) wagon, wherever necessary, In addition to the normal duties - and responsibilities attached to the service of loading/unloading covered wagons, the contractor shall perform all other auxiliary services incidental to the handling of box type wagons.

19. (A) BREAKING OF STACKS AND RESTACKING :

The contractor shall, as and when required, remove bags from any stack(s) in the godown and restack in the same or another godown upto 10, 16, 20 or beyond 20 high.

(B) STACKING/REMOVING OF DUMPED BAGS

The contractor shall as and when required remove dumped bags from outside the godown/platform and stack in the same or another godown up to height in the slabs of 10,16,20 or beyond 20 high.

20. COLLECTION OF SCATTERED BAGS:

The contractors shall as and when required remove/collect the scattered bags from the godowns and stack them in the same or another godown upto 10, 16, 20 or beyond 20 high.

21. BUNDLING OF EMPTY GUNNIES:

The contractor shall collect the empty gunnies released after various operations, rebagging, cleaning etc; and bundle them into bundles of 25 or 50 each, as directed by the Warehouse Incharge or an officer acting on his behalf. The bundles shall be neatly made to allow verification and the twine required for tying or stitching the outer surface of the bundles shall be supplied by the contractor. The bundles so made, shall be carried to the place assigned for storage of empty gunnies, and stacked in accordance with the instructions of the Warehouse Incharge or an officer acting on his behalf. The remuneration for this service shall be deemed to be inclusive of the cost of twine required to be supplied by the contractor.

**22. STENCILLING OF BAGS:**

The contractor shall, through their workers and stenciling materials, stencil such number of bags as may be directed by the Warehouse Incharge or an officer acting on his behalf. In full wagon load, the name of destination station in block English letters shall be stenciled on such number of bags as may be required. In the case of smalls, the particulars of the consignee, commodity and weight of the contents, shall also be stenciled. The contractor may with the prior permission of the Warehouse Incharge or an officer acting on his behalf, mark the bags in the prescribed manner with brush and indelible ink instead of stenciling.

23. SUPPLY OF TRUCKS FOR WARAFERI WITH TWO WARNERS :

The Contractor shall, whenever required by the Warehouse Incharge or an officer acting on his behalf, supply one or more trucks for waraferi with two warners for full day or half day for transporting foodgrains from one godown to another or for miscellaneous transport operations. The charges for supply of trucks shall be deemed to include the charges for the supply of two warner and no separate remuneration shall be paid thereof.

24. SUPPLY OF CASUAL LABOUR

The Contractors shall provide such number of male or female Casual Labours whenever asked to do so at short notice during day or night by Warehouse Incharge or an officer acting on his behalf. The payment of casual labour wage shall be not less than the minimum statutory rates fixed by the appropriate authority for the material period as fixed wage per male/female casual labour per day. However it will not entitle the contractor to claim any increase during the currency of the contract. The labour so supplied can be asked to do fumigation/brushing dusting, spraying or undertaking prophylactic/ curative disinfestations measures, whenever necessary. The contractor shall be responsible to comply with the provisions of different labour laws as would be applicable at the relevant point of time.

25. CONTRACTOR TO ENSURE COMPLIANCE OF ORDERS

It shall be the responsibility of the contractor to follow the directions of the Warehouse Incharge or an officer acting on his behalf to undertake the following services:

1. Loading / unloading of crates, tarpaulins, gunny bales or fumigation covers etc..
2. Shifting / transfer of filled bags with grains etc. from one truck/vehicle to another truck/vehicle.
3. Any other related work including dusting, fumigation/ brushing, spraying or pumping syanogas with foot pump etc.

**CLUSE-XXI:DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**

The contractor shall carry out all items of services assigned or entrusted to them by the Managing Director or an 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 of the Managing Director 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 specifically 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. 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 men of ordinary prudence in the conduct of their activities.
2. The contractor shall engage competent and adequate staff and labour to the satisfaction of the Warehouse Incharge or an officer acting on his behalf for ensuring efficient handling and transport of foodgrains etc. and furnishing correct and upto 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, his servants or agents or representatives. The Managing Director shall have the right to ask for the removal of any employee of the contractors, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct, etc; of the contractor, his servants or agents or representatives shall be final and binding on the contractor.
3. The contractor shall intimate the Warehouse Incharge and 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 Warehouse Incharge or an officer acting on his behalf, everyday and generally to remain in touch, with them, to obtain information about the programme of arrivals and dispatches to various recipients and other godown activities and to report the progress of loading/unloading/transport work, etc and generally to take instructions in the matter.
4. The contractor shall take adequate steps and necessary precautions to avoid wastage and damage to the foodgrainsetc; 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 Managing Director regarding such loss shall be final and binding on the contractor. He shall spread their own tarpaulins or gunny bales at the loading/unloading points to avoid wastage and damage.
5. The contractor shall provide sufficient number of tarpaulins for each truck/cart/any other transport vehicle to cover the bags of foodgrains etc. during the rains and shall be responsible if the foodgrainsetc; are damaged by rain through their (contractors) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the Managing Director in this matter shall be final and binding on the contractor.



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6. 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.
7. The contractor shall ensure that their workers do not use large hooks for handling foograins bags at any stage. The use of hooks other than those approved by the Managing Director, or an Officer acting on his behalf shall render the contract liable to cancellation. The contractor shall also be liable to make good to Corporation, any losses caused by the use of unauthorized hooks. The decision of the Managing Director regarding such losses shall be final and binding on the contractor. The contractor shall supply small regulation size hooks approved by the Managing Director to their workers for handling foodgrain bags.
8. The contractor shall obtain from the Managing Director or an officer acting on his behalf, particulars of consignments expected to be received and/or proposed to be dispatched from/at godowns /railheads as the case may be. In case of receipt of foodgrainsetc; the contractor shall collect the relevant railway receipts and arrange to take delivery of consignment within the free time allowed by the Railways. If the railways receipts for a particular consignment is not available, the contractor shall take delivery on indemnity bond. In special cases, the contractor shall be required to take delivery or arrange despatch of consignment of foodgrainsetc, at short notice and they shall be bound to comply with such requests.
9. The contractor shall prepare necessary forwarding notes, risk note forms, etc; prepared by OSWC for obtaining the railways receipt in respect of consignments intended for dispatch by Railways.
10. If any consignment received has been booked on “freight to pay” basis the contractors shall pay freight by means of Firms Credit-Note which he shall obtain from the Managing Director or an Officer acting on his behalf. But if for any reason(s) these are not issued, the contractor shall himself 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. 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 tampered 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 representative. The contractor shall promptly report it in writing to the Managing Director or an Officer acting on his behalf.
12. 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 Managing Director or an officer acting on his behalf and the Railway authorities concerned. He shall keep aside any stocks of damaged bags received in the wagons and after ascertaining the loss by weighment, report the fact to the concerned authorities viz, the Managing Director or an Officer acting on his behalf and the Railways.
13. 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/despaches. 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.



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14. The contractor shall as and when required be also 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. The contractor shall as and when required be also responsible for riveting and sealing of the doors of the wagons at the time of dispatch, or removing rivets or seals at the time of receipts.
16. The contractor shall obtain clear railway receipts or said to contain railway receipts as the case may be in respect of consignment booked by him/OSWC. If in any case the Railway refuses to issue clear railway receipts, the contractor shall bring the matter in writing to the notice of the Managing Director or an Officer acting on his behalf. If the contractor find any difficulty in getting Railway Receipt in respect of consignment packed in bags, he shall take up the matter with the Railways/FCI. Copies of all correspondence in the matter shall be sent by the Contractor to the Managing Director/ and or to the Officer acting on his behalf.
17. The contractor shall obtain railway receipts expeditiously from the Railway and immediately after obtaining them submit them to the Managing Director/or an Officer acting on his behalf.
18. The contractor shall also be responsible (as and when required) to put 6 labels each of the size 6"X9" bearing the name of the destination station in each wagon at the time of despatch.
19. The contractor shall provide adequate number of stitches 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.
20. The contractor shall collect all sweepings and spillages of food grains from wagons floors, loading/unloading points/godowns and fill them after cleaning if necessary, in slack bags or in other empty bags supplied by Corporation and firmly stitch them with at least, 16 stitches. The twine for this purpose shall be three ply doubled up and shall be provided by the Corporation.
21. 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 truck/carts and loading/unloading of wagons unless the delay is for reasons beyond the contractor's control. The decision of the Managing Director in this respect shall be final and binding on the contractor.
22. The contractor shall be responsible for obtaining consignee's receipts of all bags entrusted to him for carrying and for handing over the receipt next day to the Warehouse Incharge or an officer acting on his behalf. .
23. The contractor shall strictly abide by all rules and regulations of Railways, Police, Municipal authorities.



Tender No. _____

Date _____

24. The contractor shall be required to re-stack the bags without payment of any extra charges if the directions for stacking the bags are not observed by them or if the stacking is faulty and not to the satisfaction of the Warehouse Incharge or an 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. 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.

The contractor shall carry empty bags from the gunny storage godowns or from any other place indicated by the Managing Director 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. 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. The contractor shall be responsible for keeping a 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 from time to time.
27. The contractor shall be responsible for the safety of the goods while in transit in his trucks/carts/any other transport vehicles and for delivery of quantity dispatched 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. He shall provide tarpaulins on decks of the trucks, so as to avoid loss of the grain etc; through the holes/cervices in the decks of the trucks. He shall also exercise adequate care and take precautions to ensure that the foodgrain bags are not damaged while in transit in their trucks/carts/any other transport vehicles. He shall deliver the number of bags and the weight of foodgains etc; received by them and loaded on their trucks. The contractor shall be liable to make good the value of any shortage, wastage losses or damage to the goods in transit **at twice the average acquisition cost** as applicable from time to time for all foodgrains and commodities other than sugar and **thrice the average acquisition cost** as applicable from time to time in respect of sugar except when the Managing Director (whose decision shall be final) decides that the difference between the weight taken at the dispatching and receiving ends is negligible and is due to the discrepancies between the scales, gain or



Tender No. _____

Date _____

loss in moisture or other causes beyond contractors control. Such recovery shall be effected without prejudice to the right of OSWC to initiate civil/ criminal proceedings against the defaulting contractor wherever it is suspected that the shortages/ losses occurred due to deliberate/ willful omission, theft, misappropriation, irregularities etc. committed by the contractor or his representatives/employees.

28. The contractor shall be responsible for performing all or any of the services detailed in and arising out of this contract also at night without any additional remuneration, whenever required by the Warehouse Incharge or an Officer acting on his behalf.
29. **The contractor shall make its own lighting arrangements for working at night or day time as per the requirement for loading/ unloading/transport operations etc.**
30. 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 himself 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.
31. The contractor shall provide and maintain correct weights and scales get them stamped in time and carry out all the weighments accurately. The Warehouse Incharge or an officer acting on his behalf, shall have the right to check the weights, scales and weight of any bag or bags to open any bag for examination.
32. 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/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.
33. The contractor shall display prominently on their trucks two 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 Warehousing Corporation. No extra remuneration, whatsoever will be payable for displaying such sign boards. The Warehouse Incharge or an officer acting on his behalf shall have the right to disallow loading of any truck with stock if the contractor does not display prominently the sign boards of the aforesaid type.
34. The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the same. Any Contractor resorting to overloading of the trucks in violation of the Rules will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.

Tender No. _____



Date _____

Appendix-I

FORWARDING LETTER

Recent photograph of tenderer

From... (full name & address of the tenderer) _____

To

THE MANAGING DIRECTOR,
ODISHA STATE WAREHOUSING CORPORATION
BHUBANESWAR

Dear Sir,

1. I/We submit the **e-Tender** for appointment as regular Handling & Transport Contractor for OSWC _____ for a period of two years.
2. I/We have thoroughly examined and understood all the terms & conditions as contained in the Tender document, invitation to tender, General Information to Tenderer and its annexure & appendix and agree to abide by them.
3. I/We agree to keep the offer open for acceptance upto and inclusive of _____ and to the extension of the said date by 30 days in case it is so decided by the Managing Director, OSWC. I/We shall be bound by communication of acceptance of the offer dispatched within the time. I/we also agree that if the date upto which the offer would remain open is declared a holiday for the Corporation the offer will remain open for acceptance till the next working day.
4. **I/We have deposited EMD amount of Rs. _____ vide DD No. _____ Dt. _____ and tender document fee of Rs. _____ vide DD No. _____ Dt. _____ for the warehouse at _____.**

In the event of my/our tender being accepted, I/We agree to furnish within fifteen working days of acceptance of the tender Security Deposit as stipulated in the Tender.

5. **I/We hereby undertake to furnish an additional performance guarantee in the form of bank guarantee of 10% of the contract value from any Scheduled Bank which shall be valid and enforceable till six months after the expiry of the contract period (For tenderers without having requisite experience) in addition to Security Deposit in the form of Bank Draft or Pay order and Bank Guarantee.**

Tender No. _____



Date _____

6. I/We do hereby declare that the entries made in the tender and Appendices/Annexures attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.

7. I/We hereby declare that my/our Firm/Company has not been blacklisted or otherwise debarred during the last three years by the Odisha State Warehousing Corporation, or any department of Central or State Government or any other Public Sector Undertaking, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.(*)

OR

I/We hereby declare that my/ our Firm/Company was blacklisted/debarred by _____ (here give the name of the client) for a period of _____, which period has expired on _____. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*).

(*)(strike out whatever is not applicable)

8. I hereby declare that no contract entered into by me, my Firm/Company with the Odisha State Warehousing Corporation, or any department of Central or State Government or any other Public Sector Undertaking or any other client, has been terminated before the expiry of the contract period at any point of time during the last three years.

9. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me/my firm/company/us with the Odisha State Warehousing Corporation, or any department of Central or State Government or any other Public Sector Undertaking during the last three years.

10. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the Odisha State Warehousing Corporation shall have the right to disqualify me/us without giving any notice or reason thereof or summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

(Signature of tenderer)

Tender No. _____



Date _____

APPENDIX-II

(Reference Para 6(a) of General Information to Tenderers)
(TO BE FILLED IN BY THE TENDERER)

1	Name, Date of birth And address of the tenderer, email id & contact No.
2	Composition of tenderer: - (state whether the tenderer is a proprietorship concern, or registered partnership firm, or a company). The name of the proprietor, or all Partners, or, the Directors of the company, as applicable, should be given.	
3	Business in which the tenderer is employed together with particulars of the Head office and branches, if any, are located.	
4	Income Tax PAN Card of the tenderer	

List of Documents to be uploaded by the bidders

1. Forwarding Letter.
2. All supporting documents except tender document have to be signed, scanned, and uploaded in Technical Bid. Price Bid as per **BOQ Format** has to be filled in as available in the e-Procurement Portal.

3(a). For experienced Bidder

In addition to 1 & 2 above, bidders applying under “experienced category” shall also upload following documents.

- | | | |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| i | Attested copy of Registered Deed of Partnership/Memorandum and Articles of Association/ By-laws/ Certificate of Registration etc. as applicable. | Yes/No |
| ii | Power of Attorney of person signing the tender | Yes/No |
| iii | Certificate of experience and details thereof in the proforma at Appendix-VI | Yes/No |
| iv | Copy of Certificate of Registration under “The Carriage by Road Act, 2007 and the Carriage by Road Rules, 2011” | Yes/No |
| v. | Duly audited P&L account and Balance Sheet for last three financial years i.e. 2019-20, 2020-21 & 2021-22 shall be submitted. In case the bidder submits the experience for the years not covered under P & L Account and Balance Sheet of last three financial years as mentioned above, he/she shall also submit duly audited P & L Account and Balance Sheet for the relevant period for which experience has been claimed and submitted. | Yes/No |

Tender No. _____



Date _____

vi	Copy of Income Tax Return/ PAN Card	Yes/No
vii	Copy of EPF Code Number	Yes/No
viii	Copy of GST registration certificate	Yes/No
ix	Tender submission undertaking (Appendix – VII)	Yes/No
x	Undertaking regarding uploading true and correct information (Appendix –VIII)	Yes/No

3 (b) For inexperienced Bidder:

In addition to 1 & 2 above, bidders applying under “inexperienced category” shall also upload following documents.

- i. Attested copy of Registered Deed of Partnership/Memorandum and Articles of Association/ By-laws/ Certificate of Registration etc. as applicable.
- ii. Power of Attorney of person signing the tender
- iii. Copy of Income Tax return of last three years (FY 2019-20, 2020-21 & 2021-22) or since inception whichever is later. In case of partnership firm less than three year old/ proprietor firm, income tax returns of the partners/ proprietor may be furnished.
- iv. Bank statements of last one year for the period ending on the date of publication of NIT in case of non-assesse.
- v. Copy of PAN card.
- vi. Copy of EPF code no.
- vii. Other supporting documents, if applicable.

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

**APPENDIX-III**

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

I) WAGE BOOK AND WAGE SLIPS ETC :

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

II. REGISTER OF UNPAID WAGES :

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

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

Tender No. _____



Date _____

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

III. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES :

The wages of a worker shall be paid to him without any deductions of any kind except the following :

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his/ her employment, he/she is required to work. The amount of deduction shall be in proportion to the period for which he/she was absent.
- c) Deduction for damage- to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he/she is required to account, where such damage or loss is directly attributable to his/her neglect or default.
- d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- e) Any other deduction which the Central Govt. may from time to time allow.

IV REGISTER OF FINES ETC :

- i) The contractor shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss in form No.1 and 2 as per Appendix -III(b) and III(c) respectively which should be kept at the place of work..
- ii) The contractor shall maintain both in English and the local Language, a list approved by the Chief Regional Labour Commissioner (State) clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

V. PRESERVATION OF REGISTERS :

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

Tender No. _____



Date _____

APPENDIX-III(a)

Employment Card

Name and address of contractor

Name and address of establishment
in/under which contract is carried on

Nature and location of work

Name and address of principal employer

Name of the workman

Sl. No. of the register of workman
employed

Nature of employment/ designation

Wage rate with particulars of unit in case
of piecework

Wages period

Period of employment

Remarks

Signature of the contractor

Tender No. _____



Date _____

Appendix-IV

Proforma of Bank Guarantee of Security Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This Deed of Guarantee made this ____ day of ____ between ____ (Name of Bank) having its registered office at ____ (place) and one of its local offices at ____ (hereinafter referred to as the Surety), in favour of Odisha State Warehousing Corporation a Statutory Corporation established under the Warehousing Corporations Act 1962, having its Head Office at Plot No.-02, Cuttack Road, Bhubaneswar-6 (hereinafter referred to as OSWC).

WHEREAS M/s _____ (hereinafter referred to as “Tenderer”) having its registered office at _____ is bound to furnish Performance Guarantee in the form of Bank Guarantee with OSWC in connection with the award of a Tender for Handling & Transport Contract at _____ (name of the centre)

WHEREAS the Tenderer as per clause no. IX (a) - ii of terms and conditions of the tender No. ____ dated ____ has agreed to furnish Performance Guarantee by way of Bank Guarantee for Rs. ____ for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above tender made by the Tenderer to OSWC hereby undertake to pay on demand by the OSWC and without demur, and without notice to the Tenderer, the said amount of Rs. ____ (Rupees _____).
2. This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of OSWC, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of OSWC in writing.
4. Notwithstanding anything contained in the foregoing, the Surety’s liability under this Guarantee is restricted to Rs. ____ (Rupees _____).
4. This Guarantee shall remain in force and effective upto ____ and shall expire and become ineffective only on written intimation given to the Surety by OSWC for this purpose and in that case this Guarantee shall stand discharged.
6. The Surety will make the payment pursuant to the Demand issued by OSWC notwithstanding any dispute or disputes raised by the Tenderer against OSWC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety’s liability under this guarantee is absolute and unequivocal.
7. Any forbearance, act or omission on the part of OSWC in enforcing any of the conditions of the said Tender or showing any indulgence by OSWC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by OSWC.

Tender No. _____



Date _____

8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the surety in writing on or before _____ the Surety shall be discharged from all liabilities under this Guarantee thereafter.

9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this Deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of above named Bank

(Banker's Name and Seal)

Tender No. _____



Date _____

Appendix –V

**Proforma of Bank Guarantee to be furnished as Performance Guarantee
(where Tenderer does not have requisite experience as stipulated in the Tender)**

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This Deed of Guarantee made this ____ day of ____ between ____ (Name of Bank) having its registered office at ____ (place) and one of its local offices at ____ (hereinafter referred to as the Surety), in favour of Odisha State Warehousing Corporation, a Statutory Corporation established under the Warehousing Corporations Act, 1962, having its Head Office at Plot No.-02, Cuttack Road, Bhubaneswar – 751006 (hereinafter referred to as OSWC).

WHEREAS M/s _____ (hereinafter referred to as “Tenderer”) having its registered office at _____ is bound to furnish Performance Guarantee in the form of Bank Guarantee with OSWC in connection with the award of a Tender for Handling & Transport Contract at _____ (name of the centre)

WHEREAS the Tenderer as per clause no. IX (a) - iii of terms and conditions of the tender No. ____ dated ____ has agreed to furnish Performance Guarantee by way of Bank Guarantee for Rs. ____ for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to OSWC hereby undertakes to pay on demand by the OSWC and without demur, and without notice to the Tenderer, the said amount of Rs. _____ (Rupees _____).
2. This Guarantee shall not be affected /discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of OSWC, Tenderer or the Surety.
- 3 The Surety shall not and cannot revoke this Guarantee during its currency except with previous consent of OSWC in writing.
4. Notwithstanding anything contained in the foregoing, the Surety’s liability under the Guarantee is restricted to Rs. _____ (Rupees _____).
5. This Guarantee shall remain in force and effective upto _____ and shall expire and become ineffective only on written intimation given to the Surety by OSWC for this purpose and in that case this Guarantee shall stand discharged.
6. The Surety will make the payment pursuant to the Demand issued by OSWC notwithstanding any dispute or disputes raised by the Tenderer against OSWC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the surety’s liability under this Guarantee is absolute and unequivocal.

Tender No. _____



Date _____

7. Any forbearance, act or omission on the part of OSWC in enforcing any of the conditions of the said Tender or showing any indulgence by OSWC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by OSWC.

8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before _____ the Surety shall be discharged from all liabilities under Guarantee thereafter.

9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED

For and on behalf of above named Bank

For and on behalf of

(Banker's Name and Seal)

Tender No. _____



Date _____

APPENDIX-VI**Work Experience Certificate in favour of _____**

Sl. No.	Name of the client	Nature of work	Place of work	Product handled	Agreement/ Contract/ Work Order No. & Dt.	Total period of contract (fromto)	Financial Year-wise value of work executed under the contract		Volume of work handled in MT	Performance of the contractor	Remarks
							FY	Value of work executed (in Rs.)			

**Signature of Issuing Authority
(Seal)**

N.B: Financial year-wise value of work under a contract is to be furnished clearly, otherwise the work experience will not be considered.

Tender No. _____



Date _____

APPENDIX-VII

TENDER SUBMISSION UNDERTAKING

Date: _____

To,

Sub: Acceptance of Terms & Condition of Tender.

Tender Reference No: _____

Name of Tender / work: _____

Dear Sir,

1. I/We have downloaded / obtained the tender documents(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender documents(s)/corrigendum(s) in its totality/entirety.

5. In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under the law.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

Tender No. _____



Date _____

APPENDIX - VIII

UNDERTAKING

I/We _____ have uploaded true and correct information and if qualified/ selected, I/We will present all the original documents for verification and if it is found at any stage that the information submitted by me/ us is false/ forged/ tampered, I/ We _____ shall be liable to be terminated or debarred for 03 years or both from future tender participation in OSWC.

Date:

Signature of the tenderer

Tender No. _____



Date _____

AGREEMENT

The Odisha State Warehousing Corporation having agreed to grant the contract of Handling and Transport of foodgrain at State Warehouse, _____ (Name of District) in response to the submission of sealed tender by me/us on _____ to the Managing Director, Odisha State Warehousing Corporation, Bhubaneswar, I/We _____ (here enter full name and address of contractor) am/are executing this agreement on _____ and hereby confirm that I/We have thoroughly examined and understood the terms and conditions of Notice Inviting Tender and the Invitation to Tender and Instructions to Tenderers bearing No. _____ dated _____ by the Managing Director, Odisha State Warehousing Corporation, Corporate Office, Bhubaneswar for appointment of Handling & Transport Contractor for those depositors who entrust the Handling & Transport work to Odisha State Warehousing Corporation in respect of receipts, dispatches, rebagging, standardization and Ex-godown releases etc. and also those of general conditions of contract and its appendixes and agree to abide by them. I/we am/are willingly undertaking the said work consequent on the approval of the tender given by me/us to the Managing Director, Odisha State Warehousing Corporation, Bhubaneswar at the rate of _____ mentioned in Price Bid which forms part of this agreement and as per terms and conditions of the tender.

I/We, assure the said Corporation that I/We will undertake the said work to the best of my/our ability at all stages, during the tenure of the contact. This agreement will remain in force for a period of two years with effect from _____ or such later date as may be decided by the Managing Director on the same rate, terms and conditions. Further this is agreed that the terms and conditions of MTF entailing obligations of both the parties will apply unflinching from the date of extension of this agreement.

WITNESS

1. _____
Contractor

2.

WITNESS

1. _____
Deputy General Manager (C)
OSWC

2.