

**ODISHA STATE WAREHOUSING CORPORATION
BHUBANESWAR**



**TENDER FOR PRESERVATION, MAINTENANCE AND SECURITY (PMS)
SERVICES OF FOODGRAINS STORED IN THE WAREHOUSES OF THE OSWC**

**ODISHA STATE WAREHOUSING CORPORATION
PLOT NO.2, CUTTACK ROAD, BHUBANESWAR- 751006.**

**Notice Inviting Tender for Preservation, Maintenance and Security (PMS)
services of foodgrains stored in the warehouses of the OSWC**

TENDER NO:- Com/TQ/PMS/02/2015-16/3375

Dt. 18.05.2022

Date of availability of tender in the website of the OSWC	: Dt. 19.05.2022
Last date and time for submission of tender.	: Dt. 06.06.2022 upto 5 pm
Date and time for opening of technical bid	: Dt. 07.06.2022 at 11.30 AM
Date and time for opening of financial bid	To be intimated to the tenderers qualified in the technical bid.
Place of opening of tenders	Odisha State Warehousing Corporation, Plot no.-2,Cuttack road, Bhubaneswar-751006.

ODISHA STATE WAREHOUSING CORPORATION: BHUBANESWAR

GENERAL TERMS AND CONDITIONS OF THE TENDER FOR PRESERVATION, MAINTENANCE & SECURITY (PMS) SERVICES OF THE FOODGRAINS

1. Offers are invited from the parties under two bid system i.e. Technical Bid and Financial Bid for preservation, maintenance and security of foodgrain stock of FCI/ OSCSC Ltd. stored in OSWC godowns at Jagatpur-I (18,500 MT), Kesinga (20,000 MT) Dumerpani (20,000 MT) & Charbhata (10,000 MT) for one year and extendable on mutual consent of the OSWC and successful tenderer in case situation arises on continuation of PMS services.
2. The tender documents shall accompany a D.D for Rs.5900/- inclusive of GST drawn in favour of the Odisha State Warehousing Corporation payable at Bhubaneswar towards the cost of tender documents.
3. Tender must be accompanied with an **EMD @ Rs.2,00,000/-** for each location in the shape of Demand Draft issued by any scheduled bank in favour of Odisha State Warehousing Corporation, payable at Bhubaneswar.
4. The tenderer may submit offer for individual godown or all the godowns for which EMD of required amount is to be accompanied with the tender document.
5. **The tenderer must have 02 years experience during last 05 years i.e. 2017-18 to 2021-22 in providing preservation & maintenance services of minimum 02 lakh MT of foodgrains/agricultural produce in a year with SWC/ CWC/ FCI/ Govt. agencies/ Private agencies.** The tenderer is required to furnish the experience certificate in the proforma at **Annexure-2** alongwith documentary proof having such experience in the technical bid. Audited profit & loss statement for the relevant experience period shall be furnished in the tender.
6. Minimum net worth of the tenderer must be **Rs.10 crore** excluding residential house / residential property.
7. The party will have to quote the rate for PMS services for all locations or individual location for which tender is to be submitted. The parties will quote their rates per Quintal per Month taking into account the rate of storage charges paid by FCI to OSWC **i.e. Rs.5.07 per 50 kg. bag per month i.e Rs.101.40 per MT per month.**
8. In case the rate quoted for PMS services by the tenderer will be the same, preference will be given to the tenderer in handling of more quantity of foodgrains for PMS services.
9. The tenderer may inspect the warehouses prior to quoting of rates to ascertain the type of operation to be carried out for preservation, maintenance and security of stock stored in the warehouses.
10. PMS charges will be paid to the service provider after receipt of monthly storage charges from the depositors. The monthly PMS charges will be paid on the basis of space reserved by the depositor for storage of foodgrain in the warehouses during the month.

In exigency, PMS charges can be released considering the gap of maximum 03 months between the PMS bill month and the month upto which the depositors have released the storage charges.

11. It shall be the responsibility of the Service Provider to ensure the data entry on daily basis for which necessary personnel with adequate knowledge of working on computers shall be provided by the Service Provider.
12. In the event of failure of the Service Provider to undertake the work after execution of PMS agreement or resiling from the contract during its currency, OSWC shall have the right to get the work done and the Service Provider shall be liable to make good the loss, if any, suffered by the OSWC on this account and the OSWC shall also have the right to deduct/recover the amount of such loss and to claim the balance amount from the Service Provider without prejudice to any other remedy under the Contract/Law.
13. The Service Provider should ensure to keep all the time adequate number of employees/ labour to cope up with the work for the purpose of preservation, maintenance and security of stocks.
14. The volume of foodgrains in storage is likely to fluctuate (increase or decrease) and the PMS charges will be paid based on the space utilized by FCI/OSCSC during a month.
15. The Service Provider shall have to perform all the services provided for in this tender.
16. The Service Provider shall be responsible for preservation of stocks in accordance with the instruction issued by the OSWC.
17. Foolproof security arrangements shall be made by the Service Provider in respect of the stocks entrusted to it. In case of any defalcation/shortage of stocks, the Service Provider and the Warehouse Incharge, OSWC shall be jointly responsible to compensate the loss to the extent of cost of the stock.
18. Service Provider shall deploy its personnel to verify the correctness of the Receipt/dispatch of stocks and the authorized representative of Service Provider will duly verify the entries of receipt and dispatch and correctness of weight of stocks by putting his signatures along with the employee of the OSWC on the weight check memo, Register/Weighment sheets and the daily Transaction register; in addition to deploying workers for preservation & maintenance of stocks and watch & ward thereof.
19. The Service Provider shall provide all infrastructure required i.e. Dunnage, polythene sheet, High Efficiency Flooring, MLCL Covers for fumigation, Insecticides, fumigation and spraying equipments required for application of insecticides and other chemicals, locks, weighing scales and all other equipments as may be required for proper upkeep of health of stocks etc., in accordance with the norms of scientific storage.

The Service Provider shall provide the following manpower: -

Sr. No.	Capacity in MT	Operation/ Quality/ Preservation / MIS Staff ,	Security Personnel	Sweepers
01	Upto 10,000	02	03	02
02	10,001 to 20,000	04	05	04
03	20,001 to 30,000	05	06	05

The Service Provider shall also provide Computer/Laptop with internet facility as under:

Storage Capacity	No. of computers
Upto 10,000 MT	01
10,001 to 20,000 MT	02
20,001 to 30,000 MT	02

20. Service provider will also engage minimum one technical person (having minimum experience of two years in preservation and maintenance of stocks) at each warehouse.
21. The Service Provider and the Warehouse Incharge shall be jointly responsible **for storage losses on 60:40 basis which are beyond the limits on the basis of storage loss norms of the depositor i.e. FCI/ OSCSC Ltd..** These losses will be worked out at the time of issue/despatch of the stocks. The OSWC will investigate the reasons for the abnormal storage loss if any and once established, the losses will be recovered from the service provider and the concerned warehouse Incharge.
22. The value of excess storage loss in respect of the PMS service provider will be withheld from the PMS bills which will be released only after settlement by the respective depositors.
23. Each successful bidder must deposit the security amount within seven days of acceptance of tender in shape of Demand Draft in favour of Odisha State Warehousing Corporation @ **Rs.25.00 per MT** of the quantity provided for PMS services before signing of agreement. The security deposit will not earn any interest.

SIGNATURE OF TENDERER

ODISHA STATE WAREHOUSING CORPORATION
PLOT NO. -02, CUTTACK ROAD, BHUBANESWAR-06

**TENDER TERMS AND CONDITIONS GOVERNING SERVICES FOR
PRESERVATION, MAINTENANCE & SECURITY OF FOODGRAINS
STOCKS AT THE WAREHOUSES OF THE OSWC.**

From:

The Managing Director
Odisha State Warehousing Corporation
Plot No.-02, Cuttack Road
Bhubaneswar -751006

Sub: Tender for appointment of Service Providers for Preservation, Maintenance and Security of foodgrain stock stored in godowns of OSWC.

To

Dear Sir (s)

On behalf of the OSWC (hereinafter referred to as Corporation), MD, OSWC, invites tender under two bid system from Service Provider (hereafter called Service provider) for Preservation, Maintenance and Security of foodgrain stocks for a period of one year and extendable on mutual consent for 68,500 MT capacity godowns at Jagatpur-I (18,500 MT), Kesinga (20,000 MT), Dumerpani (20,000 MT) & Charbhata (10,000 MT). If you are in a position to quote in accordance with the requirements of the Tender, please submit your offer to this office on prescribed tender form duly sealed and in the manner prescribed.

2. ADDRESS FOR CORRESPONDENCE:

The address for correspondence of OSWC will be as indicated above.

For all purpose of this contract, the address of the tenderer mentioned in the tender shall be the address to which all communications to the service provider shall be sent, unless the service provider has notified a change by a separate letter sent by Registered Post / Speed Post.

The service provider shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

Managing Director
OSWC

3. **DEFINITIONS:-**

- 3.1. ‘**Managing Director**’ shall mean the Managing Director of the OSWC.
- 3.2. ‘**Service Provider**’ means the agency to be engaged for providing services under this Contact Agreement.
- 3.3. ‘**Services**’ shall mean the performance of any of the items of work enumerated in the tender document including auxiliary, additional and incidental duties, services and operation as may be indicated by the local authorized representative of the Corporation or any person authorized by him in this behalf.
- 3.4. ‘**Corporation**’ means the ODISHA STATE WAREHOUSING CORPORATIONS (OSWC).
- 3.5. ‘**Stocks**’ mean foodgrains stored in the godowns.
- 3.6. ‘**Warehouse**’ means the godown constructed/managed by the OSWC

4 **OBJECT OF THE CONTRACT:**

The service providers shall render all or any of the services given in the tender document and also as directed from time to time by the local authorized representative of the Corporation at the Warehouse or any officer acting on his behalf, together with such additional auxiliary and incidental duties, services and operations as may be indicated by the authorized representative of the Corporation at the Warehouse or any officer acting on his behalf and are not inconsistent with terms and conditions of this tender

4.1. **PERIOD OF CONTRACT:**

The period of contract shall be **one year** and extendable on mutual consent of the OSWC and the Tenderer in case situation arises on continuation of PMS services.

4.2. **EXPERIENCE:**

24. The tenderer must have 02 years experience during last 05 years i.e. 2017-18 to 2021-22 in providing preservation & maintenance services of minimum 02 lakh MT of foodgrains/agricultural produce in a year with SWC/ CWC/ FCI/ Govt. Agencies / Private agencies. The tenderer is required to furnish the experience certificate in the proforma at **Annexure-2** alongwith documentary proof having such experience in the technical bid. Audited profit & loss statement for the relevant experience period shall be furnished in the tender.

5. **PARTIES TO THE CONTRACT:**

- 5.1 The persons signing the tender or any other documents forming part of the tender, on behalf of any other person or a firm, shall be deemed to warrant that he has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract including the arbitration clause. If on enquiry it is found that the person concerned has no such authority, the OSWC represented through the Managing Director, OSWC may without prejudice to other civil and criminal remedies terminate the contract and hold the signatory liable for all costs and damages.

- 5.2. Notices or any other action on behalf of the Corporation may be given / taken by the local authorized representative of the Corporation at the Warehouse or any officer acting on his behalf or any other officer so authorized and acting on his behalf.

6. PREPARATION OF TENDER:

- 6.1 The Tenderer should submit the tender documents, including invitation to tender intact, without detaching any page or pages, duly filled in/completed and signed on each page of Tender Form including the Annexures.
- 6.2 In the event of the space on schedule form being found insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered serially, bearing the tender No. and should have full signature. In such cases reference to the additional pages must be made in the tender form.

7. SIGNING OF TENDER:

- 7.1. The tender is liable to be ignored if complete information is not given therein or if the particulars asked for in the Tender are not fully filled in. The sealed tender complete in all respects duly filled in and signed by the tenderer or by the authorized representative with stamp and seal of the Tenderer / individual on all the pages of the tender.
- 7.2. The persons signing tender or other documents connected with a contract must specify in what capacity he or she is signing the tender;
- a) Whether signing as a “sole proprietor” of the firm or his attorney.
 - b) Whether signing as a “partner” of the firm or their duly constituted attorney having authority to bind all partners in all the matter pertaining to contract.
 - c) In the case of companies and partnership firms registered under the Indian Companies Act, Indian Partnership Act and HUF the capacity in which signing, e.g., Secretary, Manager, Partner, Karta etc. or their duly constituted attorney and produce copy of document empowering him to do so.

In support of above, the tenderer should submit the following documents along with tender:

- (i) Partnership firm/ Trust – deed of Partnership/ Trust deed
- (ii) Public/Private Limited Company – Memorandum of Association, Articles of Association, name and address of the Directors and major shareholders, particulars of subsidiaries and holding Co., Certificate of incorporation, Profit & Loss Account and Balance Sheet for the relevant experience period.

8. CONSTITUTION OF SERVICE PROVIDERS:

- 8.1 Service provider at the time of acceptance of offer shall declare whether they are sole proprietary concern or registered partnership firm or private limited company or a body corporation incorporated in Indian or Hindu Undivided Family. The composition of the partnership, names of directors of companies and names of the Karta of Hindu Undivided Family shall also be indicated. The service provider shall also nominate a person (s) in whose hands the management and control of the work relating to the contract during the term and tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the service provider in respect of the contract and whose act shall be binding on the service providers.
- 8.2 The service provider shall not during the currency of the contract make without the prior approval of the Corporation, any changes in the constitution of the firm. The service provider shall notify to the Corporation the death / resignation / registration of the partners / directors immediately on the occurrence of such an event. In absence of such notice / approval the corporation shall have the right to terminate the contract. The corporation is not liable for any action arising out of change of constitution of the firm.

9. DISQUALIFICATION CONDITIONS

- 9.1 If any Tenderer, who has been blacklisted or otherwise debarred by any department of Central or State Government or any other Public Sector Undertaking (PSU) will be ineligible during the period of such blacklisting/ debar.
- 9.2 Any tenderer whose contract with any department of Central or State Government or any other Public Sector Undertaking (PSU) has been terminated before the expiry of the contract period on account of breach of contract at any point of time during last five years, will be ineligible.

10. EARNEST MONEY:

Technical bid shall be accompanied by an earnest money of **Rs.2,00,000/-** for each location offered under PMS in the form of a Demand Draft issued by any Scheduled Bank in favour of the **Odisha State Warehousing Corporation** payable at Bhubaneswar. Tenders not accompanied by earnest money will be summarily rejected. The earnest money shall be liable for forfeiture if the tenderer after submitting his tender, resiles from his offer and / or modifies the terms and conditions thereof in any manner. The earnest money is also liable to be forfeited in the event of the tenderer's failure after the acceptance of his tender to furnish the requisite security deposit by the due date without prejudice to any other rights or remedies of the Corporation under the contract and law. In the event of the tenderer submitting the conditional tenders, the EMD of such tenderers will be forfeited. Earnest money will be refunded to all the unsuccessful tenderer as soon as practicable after decision on tenders and to successful tenderers after he has furnished a security amount prescribed in the Tender Documents. No interest shall be payable on the amount of earnest money in any case. **Earnest money amount may be adjusted in the security deposit at the time of signing of the agreement if the tenderer so desires.**

11. SECURITY DEPOSIT:-

- 11.1. The successful bidder shall deposit the security amount within seven days of acceptance of tender in shape of Demand Draft in favour of Odisha State Warehousing Corporation @ **Rs.25.00 per MT** of the quantity provided for PMS services before signing of agreement failing which the contract shall be liable to be cancelled at his risk and cost and also subject to such other remedies as may be available to the Corporation under the terms of the contract.
- 11.2 The Earnest Money deposit of the willing tenderers can be adjusted against the security deposit.
- 11.3 The Security Deposit will be refunded to the service providers on due and satisfactory performance of the services and on completion of obligations by the service providers under the terms of contract and submission of clear “No demand Certificates issued by the OSWC subject to such deductions from the security as may be necessary for making up the Corporation’s claim against service providers.
- 11.4 No interest is payable on security amount to be deposited with OSWC under the contract.
- 11.5 The decision of the Managing Director, OSWC as of the amount determined for deduction from the security deposit will be final and binding on the service providers.

12. DELIVERY OF TENDER:

Original copy of the tender, NIT and the documents required as per the tender under **Technical Bid** is to be kept in one sealed envelope superscribed ‘A’ – **Technical Bid** and the **Financial Bid** will be kept in another sealed envelope superscribed ‘B’- **Financial Bid**. Both the Bids will thereafter be kept in a double cover envelope superscribed “**Tender for Preservation, Maintenance & Security Services**”. The downloaded tender documents shall accompany a D.D. for Rs.5900/- inclusive of GST drawn in favour of the Odisha State Warehousing Corporation payable at Bhubaneswar towards the cost of tender documents. The inner covers as well outer covers should be sealed and the tender number and date, name of the tenderer, phone number, E- mail, FAX etc indicated thereon. The outer cover should also bear the address of this office. OSWC reserves the right to reject any tender which fails to comply with the above instructions.

- 12.1 The tender document should be sent by Registered Post/Speed Post/ Courier Service so as to reach the **Managing Director, Odisha State Warehousing Corporation, Plot No.-02, Cuttack Road, Bhubaneswar-751006** within the scheduled date & time. The OSWC will not be responsible for any postal delay and no plea in this regard will be entertained.

Any tender received beyond the stipulated date & time will not be considered.

13. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- 13.1. The offers shall remain open for acceptance for 45 days from the date of opening of the Technical Bid. However, the OSWC reserves the right to

extend this period by 15 days at its discretion. Thereafter this period may be further extended by 15 days on mutual consent of the OSWC and the tenderer.

- 13.2. Any tenderer not keeping offers open for the prescribed period shall be summarily rejected.

14. OPENING OF TENDER:

- 14.1. Tenderers are at liberty to be present or authorize a representative to be present on the date of opening of tender as specified in the schedule. If the date fixed for opening of tender is subsequently declared a holiday, the tender will be opened on the next working day following the holiday but there will be no change in the time for opening.
- 14.2. After evaluation of the technical bids, the financial bids of technically qualified tenderers will be opened in presence of all the technically qualified tenderers or their authorized representatives who may wish to be present at the time of opening of financial bids on a date and time to be notified subsequently. Financial bids of the parties who do not qualify in technical bid will not be opened.

15. ACCEPTENCE:

On finalization of tender, OSWC will communicate acceptance of the tender by E-mail, speed post etc. which will conclude a binding contract between the parties and the tenderer shall act upon such acceptance letter.

16. SUBLETTING:

The service provider shall not sublet / transfer or assign the contract or any part thereof except for sweepers and security guards. In the event of the service providers contravening this condition, the Corporation shall be entitled to get the work done from other firm on the service providers account and at the risk and cost of service providers and he shall be liable for any loss or damage which the Corporation may sustain in consequence arising out of such replacing of the contract.

17. LIABILITY FOR LABOUR AND / OR PERSONNEL ENGAGED BY THE SERVICE PROVIDERS:

- 17.1 All labour and / or personnel employed by the service providers shall be engaged by them as their own employee / workmen in all respects implied or expressed. The tenderer would engage only able-bodied workmen/labourer of sound character. In case of misconduct on the part or workmen / labourer deployed by the Service provider, the Service provider shall pay a penalty of Rs.10,000/- per incidence of misconduct in addition to the action against the defaulter under the law. Besides, in the event of loss of business due to any labour employment problem the Service provider will compensate the loss(s) to the Corporation at the penal rate to be fixed by the competent authority from time to time. These losses are recoverable by way of liquidated damages.

- 17.2. The responsibility to comply with the provisions of the various labour laws of the country, will be that of the Service providers.
- 17.3 All person employed/engaged by the service provider shall be treated as his own workers/employees in all respect and the responsibility under Workmen's Compensation Act, 1923, Employees Provident Fund Act, 1952, Maternity Benefit Act,1961, Contract Labour (Regulation & Abolition) Act, 1970, The Motor Transport Workers Act, 1961, The Odisha Shops & Commercial Establishment Act, 1956, Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976, ESI Act, 1948, Minimum Wages Act, 1948 or any other similar enactments and rules made there under with upto date amendments in respect of all such personnel shall be that of the service provider.
- 17.3 The local authorized representative of the Corporation at the Warehouse or any officer acting on his behalf shall allow the service providers, his agents, representatives or employees to enter into the premises defined above for the sole purpose of rendering the said services for OSWC. The service providers shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment and property by his agents, representatives or employees while rendering the said services. However, it is clarified that the employees of service provider shall be deployed in the operational areas only. The service providers employees without assigned job shall, under no circumstances enter the premises defined above.
- 17.4 The laminated name tags with photographs should be signed by the service providers and got countersigned by the Local authorized representative of the Corporation at the Warehouse or any officer acting on his behalf.
- 17.5 Full details about the names, addresses, both local and permanent and three copies of their photographs will be furnished to the local authorized representative of the Corporation at the Warehouse or any officer acting on his behalf. They will also be provided with necessary photo identity cards by the service providers duly certified by the local authorized representative of the Corporation at the Warehouse or any officer acting on his behalf for regulating their entry into the premises for the bonafide purpose connected with this work.

18. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDERS:

- 18.1 The service providers shall provide and maintain readily available first-aid boxes during all the working hours at the rates of not less than one box for 150 contract labour or part thereof.
- 18.2 The first aid box shall be distinctively marked with Red Cross on a white ground and shall contain the equipment as provided for in the contract labour (Regulation and Abolition's) Act, 1962.
- 18.3 Adequate arrangement should be made for immediate recoument of the equipment, wherever necessary.
- 18.4 If the amenity is not arranged by the service providers within thirty days from the commencement of the contract the same shall be provided by the Corporation after the expiry of the said period and the expenses incurred

shall be either deducted from the admitted bills of the service providers or treated as debt payable by the service providers. Nothing except the prescribed contents shall be kept in the first aid box. The first aid box shall be kept readily available with the in charge or person trained in first aid treatment.

19. PERIOD OF CONTRACT:-

- 19.1 The contract shall remain in force for a period of one year and extendable on mutual consent of the OSWC & the tenderer in case situation arises on continuation of PMS services.
- 19.2 OSWC has the right to terminate the contract at any time during its currency for breach of any of the terms & conditions of the contract by giving thirty days notice in writing to the service providers at their last known place of residence / business and the Service providers shall not be entitled to any compensation by reason of such termination.
- 19.3 The action of the Managing Director, OSWC, under this clause shall be final, conclusive and binding on the service provider and shall not be called into question.

20. RECEIPT & WEIGHMENT IN WAREHOUSE:

- 20.1 OSWC will send the stocks in sound bags to the godowns. In case of receipt of cut & tom bags if any found, the same would be replaced by the service provider as per the terms of agreement, with gunnies to be supplied by OSWC.
- 20.2 Bags found wholly or partly wet at the time of deposit shall be segregated and will be accepted for storage after the contents are properly dried, reconditioned by the service provider as per the terms of the agreement and considered fit to stand storage to be undertaken by service provider.
- 20.3 The service provider shall be responsible for satisfactory storage of stocks and shall take necessary care as is expected from a tenderer. The quantum of storage loss / gain shall be examined taking into account the condition of the stocks at the time of receipt including infestation, if any, moisture contents at the time of receipt and issue, storage period etc.
- 20.4 The weight of the stocks, moisture contents as well as condition of the stock at the time of receipt and issue shall be jointly recorded by OSWC/ representative of the depositor and Service provider staff for authentication. Damages / down gradation / deterioration during storage period will be the joint responsibility of service provider and the warehouse Incharge.
- 20.5 Moisture contents shall be determined both at the time of receipt and delivery of goods and shall be recorded in the relevant registers.
- 20.6 Annual maintenance and calibration of weighbridge will be done by the OSWC as it forms a part of the infrastructure only.

21. STORAGE LOSSES/GAINS

- 21.1 The stocks stored in the warehouse shall be subject to monthly / periodical joint inspection by the service provider and OSWC.

- 21.2. Loss and gain Statement will be submitted by the service provider in the prescribed proforma of the OSWC to the Incharge of the OSWC after stocks in particular stack is completely liquidated during the month which should be jointly signed by the service provider or his authorized representative and OSWC representative. The statement will be commodity-wise, month wise and stack-wise.
- 21.3. The jointly signed Storage Loss and Gain Statement will be submitted by the service provider or his authorized representative by 7th of succeeding month after liquidation of stocks.
- 21.4. If the storage losses are beyond permissible limit as per norms of FCI/ OSCSC, the service provider and the warehouse Incharge shall be responsible on **60:40 basis** for the same and recoveries for such unjustified losses shall be made from the service provider and the Warehouse Incharge by the OSWC. In addition, the agreement with service provider also stipulates that the service provider shall be fully responsible for any loss caused to the stocks of OSWC while in custody of service provider on account of fire flood & inundation, cyclone, riots & strikes, earthquake, malicious damages, pilferage, theft, housebreaking, burglary etc. for which recoveries will be made from service provider on the rates fixed by the OSWC from time to time. In case of misappropriation of stock stored in the warehouses both the Service Provider and the Warehouse Incharge shall be jointly responsible as decided by the competent authority of the OSWC.
- 21.5. The storage loss cases of foodgrains finalized by the depositor i.e. FCI/ OSCSC Ltd.. as per their norms & procedure will be binding on the service provider and the warehouse Incharge.

22. DELIVERY OF GOODS:

- 22.1 The delivery of stock will be made as per priority list maintained in the warehouses. The service provider and the Warehouse Incharge shall be jointly responsible to ensure deliver of good quality of stock as per uniform specification.
- 22.2 Joint sampling of stock shall be ensured by the service provider and the warehouse Incharge at the time of delivery of stock.

23. INITIAL FUMIGATION:

- 23.1 For stocks received in infested condition, necessary remarks shall be recorded by the service provider and intimated to OSWC immediately and action taken to fumigate the stocks. For such fumigation done within 03 days of receipt of the stocks subjected to completion of all stacks within the same chambers, the service provider shall claim fumigation charges at rates prescribed from time to time by the OSWC, duly supported by relevant documents. The same shall be payable by the OSWC.
- 23.2 In respect of stocks despatched from the warehouse, if the same are found to be despatched in infested condition, as substantiated by records and facts, the OSWC shall claim fumigation charges from the service provider at the rates prescribed from time to time by the OSWC.

24. INSURANCE:

- 24.1. The PMS service provider shall undertake to exercise reasonable care and diligence as is required as per terms and conditions of this contract for keeping the stocks of OSWC. 100% value of the stocks stored in the warehouses shall be insured/ indemnified against the risk of fire, flood and theft and the whole charges on this will be borne by service provider. The beneficiary of the insurance policy taken by the service provider shall be the OSWC.
- 24.3 The insurance of stocks will continue to be undertaken by service provider at the estimated average acquisition cost on which Govt. of India has taken the same in the costing sheet.
- 24.4 In the event of any loss, OSWC will cooperate with the service provider in furnishing necessary details for finalizing the claim for compensation by the Insurance Company.
- 24.5 The service provider shall get the claim settled from the Insurance Co. at the earliest and pass on the compensation so received from the Insurance Company to the OSWC. The service provider will settle the claim with OSWC on the declared value after occurrence of the incident.

25. PROVISION OF FACILITIES

- 25.1 The PMS service provider shall provide all the warehousing facilities at par with CWC/SWC/FCI including proper stacking, scientific storage and treatment of the stocks, round the clock security, proper prophylactic & curative treatment. These facilities shall be part & parcel of the PMS charges as agreed.
- 25.2 The PMS service provider shall keep all the facilities available in the warehouse/ premises.
- 25.3. If the PMS service provider fails to provide facilities as mentioned above, the OSWC shall have a right to get the facilities provided at its cost or expenses and cost or expenses so incurred by the OSWC shall be deducted from the monthly charges together with element of interest thereon, and in the manner considered fit by the OSWC in his discretion. The cost or expenses incurred by the OSWC on service provider's account would be treated as final, without calling them in question.

26. STATUTORY OBLIGATIONS

- 26.1 It is the sole responsibility of PMS service provider during the contract period that he shall hold all valid licenses relating to PMS by respective competent Authorities, valid PAN & TIN numbers etc and up to date tax clearance certificates from the concerned authorities.
- 26.2. The PMS service provider shall be solely responsible to fulfill all the statutory obligations under various Central / State acts which are in force.

27. PAYMENT OF TAXES

The PMS service provider shall pay any taxes/ levies and the charges related to PMS contract in warehouse including of GST, if applicable. Such amount as paid by the service provider will be reimbursed by the OSWC separately on submission of proof of payments.

28. LIABILITY OF SERVICE PROVIDERS FOR LOSSES ETC., SUFFERED BY CORPORATION- RISK AND COST CLAUSE:

- 28.1 The personnel in different categories will have to be positioned by the PMS service provider, preferably such people who have exposure to computerized operations keeping in view the fact that operations at the Warehouse will be computerized. In the event of any fault or defaults on any particular day/days on the part of the service providers in providing adequate equipment / manpower or to perform any of the service mentioned herein efficiently and to the entire satisfaction of the local authorized representative of the Corporation at the Warehouse or any officer acting on his behalf who, in his absolute discretion, without prejudice to other right and remedies under this contract, shall have the right to recover by way of compensation up to Rs.10,000/- per day from the PMS service provider or a sum (as deemed fit), besides making temporary alternate arrangements to cope-up with the work at risk and cost of the service providers who will be liable to compensate the consequential damages, if any. This decision of the Local authorized representative of the Corporation at the Warehouse or any officer acting on his behalf on the question whether the PMS service provider has committed such a fault or has failed to perform any of the services efficiently and also his liability for payment of compensation and its quantum, shall be final and binding on the service providers, subject to it being confirmed by the MD, OSWC.
- 28.2 In case of any shortage due to damage / loss etc. to goods for whatsoever reason and cause while the same are in the custody of the PMS service provider, the PMS service provider shall be liable to make good to the Corporation the value of the goods including, penalties and fines as are leviable by the Managing Director for such shortage due to damage or loss etc.,. In addition, if there is any reason for suspicion of collusion of the PMS service provider or his employee in such losses or damage, the local authorized representative of the Corporation at the Warehouse or any officer acting on his behalf at his discretion may levy a penalty as deemed fit. The action taken by the Managing Director, OSWC will be final and binding on the PMS service provider.
- 28.3 The PMS service provider shall be responsible for any loss, destruction or deterioration of foodgrains or any damage or delay in the performance of duties due to any negligence or default on the part of their employees / labourers or due to failure of equipment or due to non availability of adequate safety aids with the labourers or due to pilferage of foodgrains by their employees / labourers also to the carelessness, neglect, misconduct of their employees / labourers in their employment and any liability for payment of compensation by the Corporation to the depositors on account thereof and shall pay all claims met, and also litigation expenses, if any, incurred by the Corporation immediately on demand without any demur . The Corporation shall have the right to deduct the amount of such loss from any bill (including security deposit) then due or may become due to the Corporation under this contract. The decision of the Managing Director, OSWC shall be final and binding on the service providers in this regard.

28.4 In the event of failure of the service provider to undertake the work after award of contract or resiling from the contract during its currency the corporation shall have the right to get the work done at his risk and cost and the service providers shall be liable to make good the loss, if any, suffered by the Corporation on this account. The Corporation shall also have the right to deduct the amount of such loss from any sum (including earnest money and security deposit) then due or which at any time thereafter may become due to the PMS service provider under this contract and to claim the balance amount from the PMS service provider.

28.5 Adequate required labour to cope up with the work should be deployed by the service provider.

29. SET OFF:-

Any sum of money due and payable to the service providers (including security deposit refundable to him) 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 this contract or under any other contract made by the service providers with the Corporation.

30. ACCOUNTS:-

All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspections, audit by the local authorized representative of the Corporation at the Warehouse or any officer acting on his behalf or an officer acting on behalf of Managing Director, OSWC including the accounts and audit officers. The service providers shall be responsible to produce the same at such time and place as may be directed by the local authorized representative of the corporation at the Warehouse or any officer acting on his behalf.

31. VOLUME OF WORK:

The volume of foodgrains in storage is likely to fluctuate (increase or decrease) and the PMS charges will be paid based on the space utilized by FCI/OSCSC during a month.

32. REMUNERATION:

The PMS service provider shall have to perform all the services provided for in this contract. The PMS service provider shall be paid at the rates accepted by the Corporation. The PMS service provider shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations. In the absence of any agreement being reached on the rates for such additional services, the decision of the Managing Director, OSWC, will be final and binding. Non-settlement of the rates for additional services will not confer a right upon the PMS service provider to refuse to carryout or render such services.

33. PAYMENT:

33.1 Payment towards PMS charge will be made by the OSWC after receipt of monthly storage charges from the depositors. The monthly PMS charges will be paid on the basis of space reserved by the depositor for storage of foodgrain in the warehouses during the month.

In exigency, PMS charges can be released considering the gap of maximum 03 months between the PMS bill month and the month upto which the depositors have released the storage charges.

- 33.2 The PMS service provider should submit the bills (final bill) not later than two months from the date of expiry of the contracts so that the refund of security deposit may be speeded up.

34. LAWS GOVERNING THE CONTRACT:

The contract will be governed by the laws of the country in force from time to time.

35. AGREEMENT:

The PMS service provider shall execute an agreement with MD, OSWC in the form appended as **Annexure-‘A’** on a non-judicial stamp paper of appropriate value.

36. ARBITRATION:

- 36.1 All disputes and difference arising out of or in any way touching or concerning this contract, whatsoever shall be referred to the sole arbitrator i.e., the Managing Director of OSWC, or any other person authorized by him in writing. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the Corporation and that he had deal with the matter to which the contract relates and that in the course of his duties as employee of the Corporation, he had expressed views on all or any of the matter in dispute. The award of such Arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act or resigning for any reason, the Managing Director, OSWC, at the time of such transfer, vacation of office or inability to act or resigning shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it.
- 36.2 Provided further that any demand for arbitration in respect of any claims of the Service providers or of the Corporation under the contract shall be in writing and made within one year of the date of termination (expiry of the period) of the contract and where this provision is not complied with, the claims of the service providers shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of the liability under the contract.
- 36.3 It is further provided that the Arbitrator may from time to time and with the consent of the parties enlarge the time for making and publishing the award.
- 36.4 The venue of arbitration shall be Bhubaneswar.
- 36.5 The Arbitrator shall be deemed to have entered on the reference on the date when first hearing of the case takes place after due notice to the parties irrespective of/whether both the parties are present on that date or not.

- 36.6 The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the service providers shall be withheld on account of such proceedings.
- 36.7 The costs of arbitration shall be borne by the parties as per the decision of the Arbitrator.
- 36.8 The Arbitrator shall give separate award in respect of each dispute-referred to him.
- 36.9 No litigation is permissible without going through the arbitration process.
- 36.10 All litigations are limited to Bhubaneswar jurisdiction only.

37. SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:-

- 37.1 The service provider to be engaged shall be responsible for preservation of stocks in accordance with the Technical Manual of the Corporation / FCI/ CWC for preservation of stocks as is in force and as may be amended from time to time.
- 37.2 The Service provider shall be responsible for quality cuts on account of weevilling and living infestation in the stocks, if levied by FCI/OSCSC at the time of taking over the stocks from OSWC.
- 37.3 Fool-proof security arrangements shall be made by the PMS service provider in respect of the stocks entrusted to it. In case of any defalcation/shortage of stocks, the PMS service provider and the Warehouse Incharge, OSWC shall be responsible jointly to compensate the loss to the extent of cost of the stock.
- 37.4 Joint-lock and Key system will be adopted i.e. one set of keys shall be held by the Warehouse Incharge, OSWC or any other official(S) authorized on this behalf and the other set of keys shall be held by the PMS service provider or their authorized representative.
- 37.5 The PMS service provider shall deploy its personnel to verify the correctness of the Receipt/dispatch of stocks by deploying his work force for this purpose along with the employee of the Corporation in the weight check memo Register/ Weighment sheets and the daily transaction register; in addition to deploying workers for preservation of stocks and Watch & Ward thereof.
- 37.6 The PMS service provider shall provide all infrastructure required i.e., Dunnage Polythene sheet, MLCL Covers, Insecticides, fumigants and spraying equipments required for application of insecticides and other chemicals, locks, weighing scales and all other equipments as may be required for proper upkeep of health of stocks etc., in accordance with the advice of the Warehouse Incharge of the OSWC for the purpose as (in force and as may be amended) per the instructions from time to time.
- 37.7 The PMS service provider will also have to maintain the record of the insecticides consumed from time to time and also the empty containers/tubes, which will be disposed of with the prior approval of the MD, OSWC or any person/officers authorized by him and also in the presence of the authorized representative of the Head Office, OSWC.

37.8 In case of receipt of rain affected/ luster loss stocks of rice, wheat & paddy, the PMS service provider shall be responsible to maintain the health of such stocks for a period of 6 months from the date of its storage subject to condition that this stock is accepted as per prescribed quality parameters of Govt. of India only. This period could be extended by mutual consent.

38 DERIVING OF RATES FOR EXTRA/SUBSTITUTED ITEMS:

38.1 The rates for any new items or substituting the existing item by a modified item would be derived strictly in the manner given below:-

38.2 As far as possible the rates of a new item of work or part work would be derived from the existing rate schedule and would be acceptable to the service provider. If no such operation or its rates were available, market rate would be ascertained by OSWC and paid for.

38.3 The decision of the MD, OSWC in this regard would be final and binding. The tender(s) shall sign every page of the tender document under seal of the company to ensure that they have read and understood clearly all the clauses stipulated in the tender and submitted their offer thereafter.

39. The Service provider shall provide the following manpower.

Sr. No.	Capacity in MT	Operation/ Quality/ Preservation / MIS Staff	Security Personnel	Sweepers
01	Upto 10,000	02	03	02
02	10,001 to 20,000	04	05	04
03	20,001 to 30,000	05	06	05

39.1 The service provider shall provide computer/ laptops with internet facility as under:

Storage Capacity	No. of computers
Upto 10,000 MT	01
10,001 to 20,000 MT	02
20,001 to 30,000 MT	02

Signature of Tenderer

(STAMP PAPER OF RUPEES ONE HUNDRED)

**AGREEMENT FOR SERVICES ON PRESERVATION, MAINTENANCE & SECURITY OF
FOODGRAIN STOCK STORED IN THE WAREHOUSES OF THE OSWC**

MEMORANDUM OF AGREEMENT made thisday of

BETWEEN

The Odisha State Warehousing Corporation (OSWC), Plot No.-02, Cuttack Road, Bhubaneswar-6 represented through its on behalf of the Managing Director (hereinafter called "The OSWC") of the one part.

AND

M/s. (hereinafter called/Service Provider") on the other part.

Whereas the OSWC intends to engage service provider i.e. for availing services on preservation, maintenance and security (PMS) of foodgrains stored in the warehouses at, Jagatpur-I (..... MT), Kesinga (..... MT) Dumerpani (..... MT) & Charbhata (..... MT) with the following terms & conditions.

I. Duration of contract:

The contract period is of 01 (one) year from the date of taking over of godowns for PMS services and extendable on mutual consent of the OSWC and the Service Provider on the approved rate, terms and conditions in case situation arises on continuation of PMS services.

II. Charges for Preservation, Maintenance & Security of stock

The PMS charges of Rs..... (Rupees) only per quintal/month will be paid by the OSWC to Service Provider which includes all taxes, statutory payments under various Act towards employees engaged by the Service provider except GST as applicable. During the contract period, there will be no enhancement in the above rate of per quintal/month and the same will remain operative till the expiry of the contract period including extended period, if awarded any time.

The capacity of godowns for PMS services may increase or decrease during the contract period as per space reserved by the depositor(s) for storage of foodgrains. The monthly PMS charges will be paid on the basis of space reserved by the depositor for storage of foodgrain in the warehouses during the month.

PMS charges will be paid to the service provider after receipt of monthly storage charges from the depositors. In exigency, PMS charges can be released considering the gap of maximum 03 months between the PMS bill month and the month upto which the depositors have released the storage charges.

III. Modality for handing over & taking over of godowns

1. The vacant godowns will be handed over by the OSWC to the service provider to receive fresh stock which will be kept in their custody under joint lock & key as per terms & condition of the agreement. The service provider and the Warehouse Incharge will be held responsible for the quality of fresh stock and storage loss to be noticed during the period of storage.
2. The Warehouses Incharges and the service provider will issue out available stock against the release orders in a planned manner in order to hand over the vacant chambers phase wise.
3. The old stocks which are in storage will be made pest free by the service provider and joint analysis to be made by the concerned Warehouse Incharges and the service provider. The joint samples will be kept for future reference to ascertain the maintenance of quality of stock by the service provider. The service provider will provide PMS services to maintain the quality & quantity of the stock available in the godown and the stock will be kept under joint lock & key. The concerned Warehouse Incharges will be liable for the quality issues and storage loss to be incurred in the old stock.
4. The handing over of old stock to service provider will be made on the basis of peripheral counting of bags not in weight.
5. The Warehouse Incharge, OSWC will inspect the stocks regularly and submit report to the Corporate Office regarding condition of storage.

IV. Duties of Service Provider

1. Service provider shall be responsible for the preservation of stocks in OSWC godowns in accordance with the technical manual of FCI /CWC as is in force and as may be amended from time to time.
2. Service provider shall be responsible for quality cuts on account of weevilling and living infestation in the stocks, if levied by FCI/OSCSC at the time of taking over the stocks from OSWC.
3. Fool-proof security arrangements shall be made by the service provider in respect of the stocks entrusted to it. In case of any defalcation/shortage of stocks, the service provider and the Warehouse Incharge, OSWC shall be jointly responsible to compensate loss to the extent of economic cost of the stock.
4. The Joint Lock system shall be adopted i.e. one set of keys shall be held by the Warehouse Incharge of the OSWC or any other official authorized on behalf of OSWC and the other set of keys shall be held by the authorized representative of service provider.
5. 100% weighment will be done at the weighbridge which is a part of the godown complex. The PMS service provider shall deploy its representative at the weighbridge to verify the correctness of the receipt / dispatch at the weighbridge. The authorized representative of the OSWC will verify the entries of the receipt and despatch and correctness of the weight of the stocks at the weighbridge and then countersign alongwith the employee of the service provider in the weight check memo, register/weighment sheets and daily transaction register.
6. The officials of service provider will carry out 10% weighment once the stock are put on the platform of the godown and will draw parallel samples alongwith OSWC. Both the PMS service provider and the concerned Warehouse Incharge, OSWC will be responsible for the quality of the stock accepted for

storage. The PMS service provider and the Warehouse Incharge will be responsible for accepting the stocks as per permissible moisture and other quality norms once these stocks are declared accepted by FCI/OSCSC. In case the authorized representative of the service provider and the Warehouse Incharge find that any consignment of foodgrains which has been declared accepted by FCI/OSCSC is not upto the quality or the quantity norms, the same shall be replaced/ rejected as per procedure.

7. The weight of the foodgrains, moisture contents as well as condition of the stock at the time of receipt and issue shall be jointly recorded by OSWC /FCI/ OSCSC and the PMS service provider and duly authenticated in records.

8. The PMS service provider will deploy its employees who will carry out the preservation of the stocks inside the godowns. The PMS service provider will be responsible for the timely fumigation of stocks and will be responsible for maintaining the health of the stocks.

9. All person employed/engaged by the service provider shall be treated as his own workers/employees in all respect and the responsibility under Workmen's Compensation Act, 1923, Employees Provident Fund Act, 1952, Maternity Benefit Act,1961, Contract Labour (Regulation & Abolition) Act, 1970, The Motor Transport Workers Act,1961, The Odisha Shops & Commercial Establishment Act, 1956, Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976, ESI Act, 1948, Minimum Wages Act, 1948 or any other similar enactments and rules made there under with upto date amendments in respect of all such personnel shall be that of the service provider.

10. Service Provider will provide the required wooden crates/ poly pallets/ polythene sheets/ bamboo mats, fumigation covers, sand snakes, nets, tarpaulins, equipments, insecticides, fumigants, chemicals, spraying equipment, locks, weighing scales and other equipments as per terms and conditions laid down in the Tender Documents as may be required for proper upkeep of health of the stocks.

11. The OSWC will provide office at warehouse premises for smooth working of employees of PMS service provider and also space for storage of office articles, quality equipments, stationery and registers etc.

12. The OSWC may advise or issue instructions to PMS service provider from time to time for the upkeep of the health of the stocks.

13. The PMS service provider will purchase all insecticides required for maintenance of health of stocks during a particular calendar year well in advance. Service provider will also have to deposit the purchase bill of insecticides so purchased with the OSWC.

14. The PMS service provider will also have to maintain the record of the insecticides consumed from time to time and also the empty containers/tubes, which will be disposed of with the prior approval of the MD, OSWC or any person/officers authorized by him.

15. Apart from the manpower required for preservation and maintenance of health of the stocks inside the godowns, the PMS service provider will provide the security personnel, the sweepers, the clerical staff and the computers as per the contract Agreement.

16. The gunny bags for replacement of scattered grains during receipt and issue operation as per norms of OSWC shall be provided by the OSWC. However, if the replacement is more than OSWC's norms, service provider shall provide the bags at their own cost or will bear the cost of such bags if provided by OSWC. However, it will be the responsibility of service provider to undertake minor repair/stitching of partial operational cut/torn in filled bags to stop spillage during storage/ transit. Similarly one empty gunny bag per stack will also be issued to service provider by OSWC for use as Palla Bag to collect the sweeping on daily basis, which will be delivered back to OSWC at the time of issue of these stacks and accounted for accordingly in Gunny Account both by OSWC and service provider.

17. Service provider shall undertake to exercise reasonable care and diligence as is required as per terms and conditions of this contract for keeping the stocks of OSWC. The stocks stored in the Warehouse shall be insured/indemnified against the risk of fire, flood and theft and the whole charges on this will be borne by service provider. The beneficiary of the insurance policy taken by the PMS service provider shall be OSWC.

18. The Insurance of stocks will be undertaken by service provider at the estimated average acquisition cost on which Govt. of India has taken the same in the costing sheet. In addition, the agreement with service provider also stipulate that the PMS service provider shall be fully responsible for any loss caused to the stocks of OSWC while in custody of PMS service provider on account of fire, flood & theft, housebreaking, burglary etc. for which recoveries will be made from PMS service provider on the rates fixed by OSWC from time to time. In case of misappropriation of stock stored in the warehouses both the Service Provider and the Warehouse Incharge shall be jointly responsible as decided by the competent authority of the OSWC.

19. In the event of any loss, OSWC will cooperate with service provider in furnishing necessary details for finalizing the claim for compensation by the Insurance Company.

20. Service provider shall get the claim settled from the Insurance Co. at the earliest and pass on the compensation so received from the Insurance Company to OSWC. Service provider will settle the claim with OSWC on the declared value after occurrence of the incident.

21. The stocks stored in the warehouse shall be subject to monthly/ periodical joint inspection by Service Provider, OSWC, FCI, OSCSC & Govt. of India.

22. Service provider will submit the storage Loss and gain statement in the prescribed format of FCI/OSCSC/OSWC to the Warehouse Incharge of the OSWC by 7th of the succeeding month after stocks in particular stack is completely liquidated during the month which should be jointly signed by the PMS service provider and OSWC representative. The statement will be commodity-wise, month wise & Stack-wise as per norms of FCI/OSCSC.

23. If the Storage losses are beyond permissible limit as per storage loss norms of FCI/ OSCSC, the service provider and the warehouse Incharge shall be responsible for the same on **60:40 basis** and recoveries for such unjustified losses shall be made from the service provider and the warehouse Incharge.

24. The storage loss cases of foodgrains finalized by the depositor i.e. FCI/ OSCSC Ltd.. as per their norms & procedure will be binding on the service provider and the warehouse Incharge.

25. Service provider and the Warehouse Incharge will have to give storage gain in wheat as per norms fixed by FCI from time to time in case of Central Pool stocks and as per FCI norms/ guidelines/ instructions issued from time to time. In case of lesser gain than the norms, the cost of the same shall be recovered from service provider and the Warehouse Incharge. In case of failure to make the payment on this account, it will be recovered from the service provider and the Warehouse Incharge.

26. In addition to above, the Service Provider will abide by other terms and conditions contained in the tender document which is a part & parcel of this Agreement.

V. Arbitration

In case of any dispute/differences arising out of any manner, the same shall be referred to the sole arbitration of M.D, OSWC or his authorized representative and there will be no objection that the person so authorized is/was the employee of OSWC. The decision of MD OSWC/ Authorized person shall be final and binding on both the parties.

VI. Jurisdiction of Court

In the event of any dispute arising out of this agreement, the jurisdiction of the court will be at Bhubaneswar for both the parties.

VII. Savings

Any exigency not visualised and not covered in this agreement may be mutually sorted out in presence of both the parties by a supplementary agreement to that extent.

VIII. Notice

Notice and all other communications under this Agreement shall be in writing and shall be either hand delivered / couriered, E-mail to the concerned through registered mail at the addresses mentioned above.

IX. Entire Agreement

This Agreement sets forth all the covenants and understandings between the parties with respect to the matters herein contained.

IN WITNESS HEREOF, the parties have executed this Agreement on the day month and year first herein above appearing.

SIGNED AND DELIVERED BY

SIGNED AND DELIVERED BY

Its Authorized Signatory in the presence of

Its Authorized Signatory in the presence of

1.

1.

2.

2.

ODISHA STATE WAREHOUSING CORPORATION

**SALIENT FEATURES OF QUALITY CONTROL MANUAL AS IN FORCE
AND AS BE AMENDED FROM TIME TO TIME WHICH SHALL BE PART
& PARCEL OF TERMS & CONDITIONS OF PMS CONTRACT.**

1. PRE- STORAGE STEPS:

A well-planned work is necessary in order to avoid haphazard handling of stocks and ensure proper accounting and preservation of custom. Therefore, before fresh stocks are received in the godowns, QC staff of the PMS service provider should be fully prepared to receive it. In this connection, the service provider should attend to the following points.

- i. Check up the godowns to ensure that there is no leakage and drainage is in perfect condition.
- ii. Cleanliness and disinfestations of godowns.
- iii. Estimation of capacity.
- iv. Drawing up of stack plan
- v. Dunnage
- vi. Chemicals for technical treatment of stock

2. CHECK UP OF GODOWNS:

In order to avoid the possibility of damage to the custom to be stored, the QC Staff of the service provider should check up that there will be no leakage from roof or walls during monsoon and that godown floor does not suffer from seepage. Any such requirement for repair and maintenance noticed by the service provider during the currency of the contract will be informed to the Corporation for timely repair and maintenance of the same. Repair and maintenance being infrastructure related, the Corporation has to ensure that the godown should be in perfect repair all the times. All cracks and crevices should be filled in and cement plastered. Other possible points of leakages in walls and roof should be checked up and got closed so that water in Monsoon does not enter the godowns through these leakages and damage the custom. If there are any rat borrows, Al Phosphide should be introduced and holes plugged with clay. After 24 hours the clay should be removed, openings plugged with cement mixed with pieces of broken glass. However, the service provider shall try on best effort basis to protect foodgrain stock stored but any damage to stock due to delay in repairs or non- repairs would be responsibility of the OSWC.

3. CLEANLINESS AND DISINFESTATION OF GODOWNS:

The godown should be got thoroughly swept and cleaned. If there is any suspicion of infection, it should be disinfested with Malathion or Deltamethrin spray.

4. DRAWING UP OF STACK PLAN:

The stack plan should be chalked out by bearing in mind the following three points:

- i. Maximum space is put to use for storage of stock.

- ii. Proper alleyways are left for carrying out handling operation, inspection of stocks and their disinfestations treatment with ease and efficiency.
- iii. Maximum benefit of aeration and ventilation arrangements available in the godowns in drawn, as far as possible, the base area of all the stacks should be uniform as far as possible.

5. STACK LINES:

The floor area may be divided into uniformly sized and serially numbered rectangular stack bases to build stacks. The stacks lines 2” broad drawn in white or black paint serves to mark the boundary of the proposed stack. While marking these stack bases care should be taken to leave 2ft. to 2.5 ft. wide alleyways and between stack and walls or pillars, for ventilation and operational purposes. The main alleyways for the haulage purpose may be 3ft.

6. STACK SIZE:

Actual size of the stacks in godowns should not exceed the size of 30 ft.x20 ft.

7. DUNNAGE:

Use of proper dunnage of polythene sheet or High Efficiency Flooring under the stacks is of fundamental importance to protect the stacks from moisture damage and there can be no deviation from this rule.

9. STACK CARDS:

Prescribed stack cards in Transparent natural color polythene of proper size should be kept ready for displaying on each stack.

10. COLLECTION OF SWEEPING:

During and after storage the loose grain/sweep will be collected cleaned, filled in standard bags and got accounted for as per procedure in vogue.

11. STACKWISE REGISTER:

After completion of storage prescribed stack wise register will be maintained for inspection and disinfestations treatment.

12. CARE OF GRAIN DURING STORAGE:

A. CLEANLINESS:

The godown should be swept regularly at least twice in a week and kept in neat tidy and hygienic condition. All webs on the wall roof, alleyway & bags should be removed regularly and bags should be properly brushed and cleaned. No loose grains should lie on naked floor.

B. PROVISION OF SAMPLE BAGS:

Adequate number of sample bags should be provided in each godown. All the samples drawn from the stacks for the purpose of inspection should also be kept in these sample bags after thorough cleaning.

C. AERATION:

Doors, Windows and ventilators of the godowns should be kept open on clear/dry / sunny days for aeration.

D. SPRAYING:

As soon as the stack is complete, it should be sprayed as per following norms:

Name of Insecticides	Nature of insecticides	Dosages	Remarks
Malathion 50 % EC in the emulsion of 1:100	Contact poison	Walls/alleyways bags surface 3 litres of prepared solution per 100 Sq. meter to control insects and avoid cross infestation.	Every fortnight
Deltamethrin 2.5% WP (120 gram in 3 ltrs. of water)	Contact poison	On foodgrain bags 3 litres of prepared solution per 100 Sq. meters	Once in three months

E. DETERMINATION OF SURFACE:

The surface area of a stack should be calculated for its five sides by applying the formula $2h(L + B) + (L + B)$. To this 10% should be added as an allowance for inter bag space.

F. SEPARATE STORAGE FOR DIFFERENT COMMODITIES:

Each commodity should be stored crop year wise in separate stacks with distinct identity.

G. BRUSHING OF BAGS BEFORE SPRAYING / FUMIGATION:

Before stocks are dusted or sprayed, bags should be brushed as this helps to remove the collected dust, webs, cocoons, eggs etc. that might be sticking to the bags. After fumigation the bags should also be brushed thoroughly to remove dead pest and residue of fumigant.

H. FORTNIGHTLY INSPECTION:

Godowns and stocks should be thoroughly inspected at least once a fortnight: during rains the inspection should be frequent. Inspection should consist of:-

Check up godown walls, roof and floor.

Check up peripheral, top and bottom layer bags in case of bag storage.

Check up of representative sample of each stack.

Check up of stocks of different depths/sides in case of bulk storage.

I. DURING INSPECTION IT SHOULD BE ASCERTAINED

WHEREAS:-

- 1) Proper standard of godown hygienic and cleanliness is being maintained.
- 2) There are any leakage/cracks and godown stand in need of any repairs.
- 3) There is any likely hood of damage to stocks due to godown leakage.

- 4) The floor is free from seepage or not, if not, whether the stocks are likely to get damaged due to seepage.
- 5) There is any heating etc in the stocks.
- 6) The stocks require turn over owing to heating.
- 7) There is any cake formation along walls in case of bulk storage.
- 8) The grain of bottom layer bags and other bags is dry, if not whether there is any likely hood of damage to stocks on account of excessive moisture.
- 9) The stocks are free from infestation. If not, what is the kind and magnitude of infestation and whether spraying/fumigation of the stocks is warranted?
- 10) There is any damage to stocks due to infestation and, if yes, to what extent.
- 11) There are any stocks warranting immediate disposal for reasons of deterioration.
- 12) The fumigation has been done in time.
- 13) The stocks have been dusted on due dates.
- 14) There is any rat trouble in the godowns.
- 15) There is any damage to stocks caused by rats.

The observations made during inspection should be recorded in the stack wise inspection register and stack cards. Whatever action is required on above points as a result of inspection should be taken at once. A detailed report about the action taken and required to be taken should be sent to H.O/RM Office.

J. FUMIGATION:

In case of infestation, the stocks should be fumigated with Aluminum Phosphide under gas proof covers as per following norms:-

Dosage-3 tablets or 9 grams per MT of stocks Exposure period: 1 week

Dosage	Remarks
Fumigation under Gas Proof cover 3 tablet or 9 Grams per MT of stocks	Immediately when the infestation of pests is noticed and pre- monsoon fumigation before the onset of monsoon.

After fumigation is carried out, it should be noticed if there are any crawling insects on the top of stacks or on sides, if fumigated, under gas proof cover it should be presumed that the fumigation operation has not been successful. The cause should be looked into and avoided for future operation: & stocks should be fumigated again and after exposures period after fumigation the bags and the stacks should be cleaned and brushed thoroughly to remove ash and dead pest & stocks should be sprayed with Deltamethrin or with Malathion (in case of crawling infestation) to eliminate the chances of any living pest.

The PMS service provider will also require purchasing all insecticides required for maintenance of health of stocks during a particular calendar year well in advance. He will also have to deposit the purchase bill of insecticides so purchased with the OSWC.

The PMS service provider will also have to maintain the record of the insecticides consumed from time to time and also the empty container/tubes, which will be disposed of with the prior approval of the OSWC and also in the presence of the Authorized Representative of the OSWC.

K. TREATMENT FOR RAIN AFFECTED STOCKS:

In case of receipt of rain affected stocks of wheat/rice, the service provider shall take necessary salvaging operations and aerate the stocks before stacking to maintain the health of such stocks during storage.

13. BRIEF DISCRIPTION OF WORK:

- i. The PMS service provider shall be responsible for quality cuts on account of weeviling and living infestation in the stocks.
- ii. The joint-locking system will be adopted i.e. one set of keys shall be held by the in-charge of the complex of godowns of a particular unit Warehouse Incharge, OSWC or any other Official(s) authorized on his behalf and the other set of keys shall be held by the authorized representative of the service provider. The OSWC shall deploy its personal to verify the correctness of the receipt/despatch of stocks by deploying his work force for this purpose and the authorized representative of the OSWC will duly verify the entries of receipt and despatch and correctness of weight of stocks by putting his signatures along with the employee of the Corporation in the weight check memo Register / Weighment sheets and the daily Transaction register.
- iii. In case of any shortage or damage / loss etc. to goods for whatsoever reason and cause while the same are in the custody of the PMS service provider, the service provider shall be liable to make good to the Corporation the value of the goods including, penalties and fines as are leviable by the Managing Director for such shortage due to damage or loss etc, in addition, if there is any reason for suspicion of collusion of the service provider or his employee in such losses or damage, the Local authorized representative of the Corporation at the Warehouse or any officer acting on his behalf at his discretion may levy a penalty as deemed fit. The action taken by the Managing Director, OSWC will be final and binding on the service providers.
- iv. The Service Provider shall also ensure receipt/ dispatch of stocks strictly conforming to uniform specifications prescribed for the corresponding year.

**PROVIDING OF NECESSARY INFRASTRUCTURE FOR PROPER UP
KEEP OF HEALTH OF FOODGRAIN STOCKS IN GODOWNS BY THE
SERVICE PROVIDER AT WAREHOUSES:**

**THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED BY THE
INVESTER IN THE GODOWNS - 10,000 MT CAPACITY AS A UNIT:**

Sl No	Name of the item/article	Specifications	Approximate Quantity Required
1.	Dunnage Polythene sheet or High Efficiency Flooring	As per specifications of OSWC	As per specifications of OSWC
2.	Godrej Navtal Locks	7 levers with 2 keys	2 locks for each shutter and the required quantity for other building
4.	Electronic Weighment Platform / Beam Scales for weighment	Approved by Weight and Measures Dept.	2 sets
5.	Foot Sprayers		1 Nos
6.	Moisture meter	Model No.6005-SL	1 No
7.	MLCL fumigation Cover	Size 32'x21'x17'	24 Nos
8.	Sand Snakes	Length 4' with dia of 7 "	1600 Nos
9.	Pokers (iron maks)		4
10.	Ename1 Plates		4
11.	Sieve set		1
12.	Thermometer		1
13.	Ladder		1
14.	Bucket	20 Liters Capacity	2
15.	Mug	1 Liter capacity	2
16.	Measuring Glass	100 ml capacity	2
17.	Aluminum Phosphide	Each tablet of 3 gms (for fumigation purpose)	90 Kgs per fumigation for 10,000 MT (once in 3 months) OR as per need
18.	Deltamethrin	Once in 03 months (spraying)	6.13 kg. per month
19.	Malathion	Once in 15 days (spraying)	4.5 ltrs. for one round of 10,000 MT stock

Signature of Service provider

A-TECHNICAL BID

**I. NAME, POSTAL & TELEGRAPHIC ADDRESS & TELEPHONE/
MOBILE NUMBERS OF THE TENDERER:**

II. COMPOSITION OF TENDERER:

(It should be stated whether the tenderer is a Hindu Undivided Family, business proprietorship concern or registered partnership firm or a Limited Company. The name and date of birth of all partners/Directors, Proprietors, Karta of Joint Family should be given. It should be certified that there are no undisclosed partners. In the case of Limited Companies, the authorized and paid up capital should be stated).

III SCHEDULE OF TECHNICAL BID:

- Duly filled in forwarding letter (**Annexure-1**)
- Earnest money deposit (refundable/adjustable with security deposit after finalization/acceptance of offer) in the form of DD in favour of Odisha State Warehousing Corporation issued by any scheduled bank @ Rs.2.00 lakh for each location.
- Experience certificate having 02 years experience during last 05 years i.e. 2017-18 to 2021-22 in providing preservation & maintenance services of minimum 02 lakh MT of foodgrains/agricultural produce in a year with SWC/ CWC/ FCI/ Govt. agencies/ Private agencies in the format as per **Annexure- 2** alongwith copies of experience certificate duly certified by the respective competent authority of the clients served.
- Power of attorney in favour of authorized signatory authorizing him to sign on behalf of tenderer firm on tender form & its Annexures in current tender.
- Self attested copy of valid Income tax PAN Registration.
- Self attested copy of valid Service tax Registration.
- Self attested copy of GSTIN

- Copy of Registered Partnership deed/copy of Memorandum & Articles of Association (as the case may be) along with Registration number.
- Name, address & phone No. of all the Proprietors/Partners/Directors of the firm (as the case may be)
- Copy of the IT Returns for the last two financial year.
- Name of the current Bankers of the tenderer firm along with addresses & phone no. of the Banks.
- Audited Profit & Loss Statement of the firm for the relevant experience period furnished in the tender.
- Details of the properties (excluding residential) whose total value is Rs. 10 crore OR Net worth certificate of above 10 crore (A certificate by Chartered Accountant)
- Declaration to the effect that tenderer shall comply with all the statutory laws/rules and are in possession /will obtain all necessary licenses from the respective competent authorities for warehouse located at -----.

SIGNATURE OF THE TENDERER

FORWARDING LETTER

From

(Full name of the bidder firm/ organization)

.....

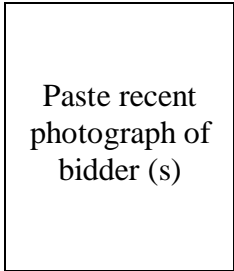
Address.....

.....

.....

Phone No. _____

E-mail Id _____



To

The Managing Director
Odisha State Warehousing Corporation
Bhubaneswar

Dear Sir,

1. With reference to tender no. published on datedI/we submit the bids under two bid system for appointment as PMS service provider for _____MT capacity of the of the warehouses.
2. I/we have thoroughly examined and understood all the terms & conditions as contained in the tender document and agree to abide by them.
3. I/we agree to keep the offer open for acceptance for 45 days from the date of opening of technical bid and to be extension of the said date by another 15 days by the OSWC and further extension of 15 days on mutual consent. I/we shall be bound by communication of acceptance of the offer dispatched by OSWC within this time.
4. I/we have deposited the required EMD amount and cost of tender paper in shape of Demand Draft in favour of the OSWC. I/we agree to furnish the DD towards security amount within seven days of issue of acceptance letter before signing of the agreement.
5. I/we do hereby declare that I/we am/are authorized to submit this bid on behalf of the bidder organization/ company/ firm for which requisite authorization letter is attached with this bid.
6. I/we hereby undertake that my/our organization/ company/ firm is having all the mandatory licenses for fulfilling the contractual and also shall comply with other statutory laws/ obligations.

7. I/We hereby declare that my/our Firm/ Company has not ever been blacklisted/ debarred by any department of Central or State Government or any other Public Sector Undertaking (PSU) (*)

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/we hereby declare that the contract entered into by the bidder with any department of Central or State Government or any other Public Sector Undertaking (PSU) has not been terminated before the expiry of the contract period on account of breach of contract at any point of time during last five years.
9. I/We do hereby declare that the entries made/ information submitted in the tender and its annexures are true and correct and also I/ we shall be bound by the acts of my /our duly constituted Attorney, In the event, that the information is found to be incorrect/untrue, the OSWC shall have the right to disqualify the entity without giving any notice or reason thereof or summarily terminate the contract without prejudice to any other rights that the OSWC may have under the contract and Law.

**(Signature of the authorized signatory/
bidder with seal)**

**PROFORMA OF WORK EXPERIENCE CERTIFICATE TO BE
PRODUCED BY THE TENDERER**

Name of the Tenderer _____

Sl. No.	Name of the client served	Nature of the work/ contract executed	Product handled	Agreement/ contract/ work order No. & Dt.	Period of contract		Year wise volume of stock handled in MT under the contract	Year wise value of work executed under the contract	Remark (if any)
					Start date	End date			
1									
2									
3									
4									
5									
6									

**(Signature of authorized signatory)
alongwith seal**

Note: 1. Copies of experience certificates duly certified by the competent authority of the clients served should be attached in support alongwith technical bid.

2. No. of rows may be added as required.

B - FINANCIAL BID

To

**The Managing Director,
Odisha State Warehousing Corporation
Bhubaneswar**

Dear Sir,

I/we, submit the sealed financial bid for providing services for preservation, maintenance and security of foodgrains at par with FCI/OSCSC/CWC norms to the OSWC at _____(name of the location)

2. I/We have thoroughly gone through and understood instructions to tenders, terms & conditions of contract given in the invitation to tender and those contained in the Tender Form and its Annexures and agree to abide by them.
3. I/We hereby quote following rates per quintal per month (exclusive of GST) towards preservation, maintenance and security, comprehensive insurance, watch & ward, computer systems alongwith internet facility, cost of chemical, fumigants, technical equipments and associated manpower etc. for all operations connected with the maintenance of the stocks.

Sl. No.	Warehouse	Stock under PMS service in MT	Quoted rate for PMS services per quintal per month (In Rs.)	
			In figures	In words
1.	Jagatpur-I	18,500		
2.	Kesinga	20,000		
3.	Dumerpani	20,000		
4.	Charbhata	10,000		

The above quoted rates are inclusive of all statutory taxes/levies, duties, cess etc. but exclusive of GST, if applicable.

4. I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open be declared as a holiday for the Corporation, the offer will remain open for acceptance till the next working day.
5. In the event of my tender being accepted, I/We agree to furnish a security deposit of Rs._____.

Contd.....

6. I/We do hereby declare that the entries made/ information submitted in the tender and its annexures are true and also that we shall be bound by the act of my /our duly constituted attorney, Shri _____ whose signatures are appended hereto and of any other person who in future may be appointed by me/us in his capacity to carry on the business of the concern whether any intimation of such change is given to the Managing Director, OSWC or not.
7. I/We agree to keep the offer open for acceptance up to and inclusive of _____ and to the extension of the said date by -----days in case it is so decided by the MD, OSWC.

Yours faithfully,

(_____)
Signature of Tenderer
With Complete Address
(Capacity in which Signing)