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**FOOD  
CORPORATI  
ON**

CONTRACT DIVISION  
KARNATAKA REGION  
**BANGALORE - 560 041.**

## **TENDER DOCUMENTS**

TENDER NUMBER : S & C / 13 (10) / HTC-MYS/09/ADHOC-CONT.

*Name of the work :*

LOADING / UNLOADING / HANDLING AND TRANSPORT  
CONTRACTORS ON ADHOC BASIS AT FOOD  
CORPORATION / GODOWNS AT FSD MYSORE & RAIL  
HEAD MYSORE

THIS DOCUMENT IS NOT TRANSFERRABLE. THE TENDER IS ISSUED IN  
DUPLICATE : ONE COPY SHALL BE RETAINED BY THE TENDERER.

**THE FOOD CORPORATION OF INDIA : REGIONAL OFFICE  
BANGALORE - 560 041**

*INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT  
OF LOADING / UNLOADING / HANDLING AND TRANSPORT ADHOC CONTRACTORS  
AT FOOD CORPORATION / GODOWNS AT FSD **MYSORE & RAIL HEAD MYSORE***

Tender serial No :

Tender No. (10)/HTC-MYS/09/ADHOC-CONT

Dated : 13.11.2009

- A. Last date for receipt of tender up to **.2.00**.PM on 24.11.2009  
B. Tender to be opened at **3.00**. PM on 24.11.2009 .

**NOTE :**

1. 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 indicated above.  
C. Tender to remain open for acceptance upto and inclusive of **07.01.2010**

**NOTE 1**

1. The General Manager, Food Corporation of India, Bangalore may at his discretion, extend this day by 30 (Thirty) days and such extension shall be binding on the tenderers.  
2. If the date upto which the tender is open for acceptance is declared to be holiday the tender shall be deemed to remain open for acceptance till the next following working day.  
3. The technical bid and price bid shall be submitted in separate sealed envelopes being clearly superscribed as technical bid and price bid, both these envelopes containing the technical bid and price bid will finally be put in double sealed cover envelopes. Tenders which do not comply with this instructions shall be summarily rejected.

Telegram : "FoodCorp" Fax : 080-26633424

Tel. No. : 26633474 / 266559400

**THE FOOD CORPORATION OF INDIA**  
BANGALORE.

From,  
THE GENERAL MANAGER  
Food Corporation of India,  
Regional Office,  
No. 10, East End Main Road,  
4th 'T' Block, Jayanagar,  
Bangalore - 560 041.

To,  
Sarvashri .....  
.....  
.....  
.....

Dear Sir(s),

For and on behalf of the Food Corporation of India (hereinafter called the Corporation) the GENERAL MANAGER, food Corporation of India, Bangalore Invites tenders Under Two Bid System for appointment of contractors, on adhoc basis for loading / unloading and transport of food grains and allied material etc; in and around **FSD-MYSORE** for a period of 6 (six) months from the date of award of the adhoc contract or such later date as may be decided extendable by another 3 (Three) months.

**GENERAL INFORMATION****A. PLACE OF OPERATION :**

The words in and around **FSD MYSORE** in these presents shall mean and include the area comprised within a radius of 17 kilometer(s) from the Municipal Office / Railway Station of **FSD MYSORE & RAIL HEAD MYSORE**

The Food Corporation of Depot **FSD-MYSORE** consists of the following groups of godowns :

**Existing Godowns**

1. Godowns served by Railway Estimated storage capacity Siding (M. Tonnes)

a) ..... comprising .....

.....Sheds / godowns

(or any future godowns / sheds constructed / added

Normally served from Railway Siding... ..

b) ..... comprising .....

..... sheds / godowns .....

(or any future godown / Sheds constructed / added) normally served from railway siding.

c) ..... comprising

..... sheds / godowns / (or any further godowns) / sheds

constructed / added) Normally served from railway siding .....

Total .....  
12800 MTS

2. 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) requiring use of trucks for carrying use of trucks for carrying bags from ..... railway siding.

b) ..... comprising ..... 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 .....  
.....

3. Godowns served by Railway ..... Station / Goods Shed.

a) ..... comprising ..... sheds / godowns (or any future sheds / godowns constructed / added) normally served from .....)

b) ..... comprising .....sheds / godowns (or any future sheds / godowns constructed / added) normally served from railway station.

c) ..... comprising ..... sheds / godowns (or any future sheds / godowns constructed / added) normally served from railway stations.

Etc. Etc.

.....  
Total 12800 MTs  
.....

Grant Total Items 1, 2, and 3 above.

**II. GODOWNS EXPECTED TO BE CONSTRUCTED / ACQUIRED DURING THE PROPOSED CONTRACT PERIOD.**

1. ....comprising ..... sheds / godowns (or any future sheds / godowns constructed / added) normally served from ..... railway siding.

2. .... comprising ..... sheds / godowns (or any future sheds / godowns constructed / added) requiring use of trucks or carrying bags from ..... railway siding.

3. .... comprising ..... sheds / godowns (or any future sheds / godowns constructed / added) normally served from ..... railway station.

**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 are constructed / acquired later during the pendency of the contract. In such an event the contract shall not be rendered invalid and the contractors shall be bound to perform all the services / duties and execute all the works as per terms and conditions and rates of the contract any 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.

2. Ordinarily the bagged grain may be expected to be turned over thrice in two years.

3. Weight of the stocks will be required to be physically verified once in a year.

4. Non-standard bags on receipt will be weighed cent percent while standard bags will generally be weighed only 10 percent.

5. Non-standard bags may be required to be standardized in the godowns.

6. 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.

B. BRIEF DESCRIPTION OF WORK : Unloading / loading of foodgrains bags from / into

railway wagons, trucks etc., stacking the foodgrains in bags, bagging, weighment, standardization, cleaning of foodgrains, etc., and transporting of foodgrains from railway station to corporation godowns or vice / versa or transporting them from any place to any other place in and around FSD **FSD-MYSORE & RAIL HEAD MYSORE** ..(elaborate description of service given in CL.XX of Annexure terms and conditions).

The tenderers must get themselves fully acquainted with the size and location of godowns vis-a-vis loading / unloading points before submission of tender 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 he 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 in 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 categorised 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 have 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. Tenders are required to quote for all the services covered by the two parts detailed in CL.XX annexure containing the terms and conditions in the tender from 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 tenderers are liable to be ignored. The tenderers should not incorporate any condition in the tenders as conditional tenders are likely to be ignored.

C) VOLUME OF WORK : a) 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 Appendix I to the tender. The particulars given in the Appendix are intended merely to give the tenderers an idea of the approximate quantum of work, to facilitate and to make their own assessment for giving quotation 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 will be required to be performed.

b) Provided always that Corporation undertake that during the period of the contract, the successful tenderers shall in any event be entrusted with work which would entitle him to a remuneration of an amount which would not be less than Rs. Nil.

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

3. The instructions to be followed for submitting the tenderer set out below :

I. a) Information about tenderers : The tenderers must furnish full, precise and accurate details in respect of information asked for in Appendix II attached to the form of tender.

b) Signing of tenders : Person or persons signing the tender shall state in what capacity he is or they are signing the tender, e.g. as sole proprietor of a firm or as a Secretary / Manager / Director etc., of a Limited Company. In the case of a partnership firms, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matter pertaining to the contract. The original or an attested copy of the partnership deed should be furnished along with the tender. In case of a limited company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the company. A copy of the memorandum and articles of Association of the company shall be attached to the tender. In the case of Hindu undivided family, the names of the family members should be discussed and the Karta, who can bind the firm, should sign the form and indicate his status below his signature.

II. The persons signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a 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 person so signing the tender, fails to produce the said power of attorney his tender shall be liable to summary rejection without prejudice to any other right of the Corporation under the Law.

The "Power of Attorney" should be signed by all the partners in the case of partnership concern, by the proprietor in the case of the proprietary concern, and by the person who by his signature can bind the company in the cases of a limited concern. In the case of Hindu undivided family the Power of Attorney should be signed by the karta who by his signature can bind the firm.

4. Earnest Money : Each tender must be accompanied by an Earnest Money of Rs. **3,42,000/- (Rupees Three Lakhs Forty two Thousand only)** in form of a Demand Draft issued by a Scheduled Bank in favour of the GENERAL MANAGER, Food Corporation of India. Tenders not accompanied by Earnest Money in the form prescribed above shall be summarily rejected.

The Earnest Money shall be liable to forfeiture if the tenderer after submitting his tender resiles from his offer or modifies his offer and or the terms and conditions thereof in any manner, it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The Earnest Money is also liable to be forfeited in the event of the tenderers failure, after the acceptance of his tender, to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of Corporation under the contract and Law.

The parties resiling before validity period shall be blacklisted and in case of parties not submitted the documents for verification the Earnest Money shall also be forfeited besides blacklisting them.

The Earnest money will be returned to all unsuccessful tenderers, as soon as practicable after decision on tenderers and to a successful tenderer, after he has furnished a security deposit, if the successful tenderer does not desire the same to be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money, in any case.

#### **5. SECURITY DEPOSIT :**

- i a) The successful tenderer shall furnish within a week of the acceptance of his tender security deposit of Rs **8,54,000/- (Rupees Eight Lakhs Fifty four Thousand only)**. However the successful tenderer shall be given the option to pay 50 percent of the security deposit within the above mentioned period and the remaining by deductions at the rate of five percent from each admitted bill, for work done under the contract.
- (i) The security shall be deposited in favour of the GENERAL MANAGER, Food Corporation of India, Bangalore, in the form of Demand Draft / Pay Order of scheduled banks.

- ii) The Security Deposit furnished by the tenderer would be subject to the terms and conditions given in the Annexure to this tender and the corporation will not be liable for payment of any interest on the security deposit or any depreciation thereof.
- iii) The successful tenderer will ensure that the necessary documents authorising the person who has signed the tender to bind his firm or the company have been filed or Registered with the Public Debt. Office.
- iv) 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.
6. DOCUMENTS ATTACHED TO TENDER : a) Attested copies of partnership deed and Power of Attorney must be submitted by the tenderer along with the tender. After a final decision about the tender is taken the successful tenderer shall produce original Partnership Deed and Power of Attorney within in 7 (Seven) days of the acceptance of tender, failing which corporation will be entitled to cancel the contract at the risk and cost of tenderer.
- b) The tenderers should submit both the Tender Bids i.e. Technical Bid & Price Bid in separate sealed Envelopes and finally putting them in one sealed cover including invitation to Tender in tact, duly filled in complete and signed on each page of Tender form.
- c) Tenders not accompanied by all the Schedules / Annexures, intact, and duly filled in and signed may be ignored.
7. **DELIVERY OF TENDER :**
- a) The technical bid and price bid shall be submitted in separate sealed envelopes being clearly superscribed as technical bid and price bid, both these envelopes containing the technical bid and price bid will finally be put in double sealed envelopes, the inner envelope being superscribed as tender No. **S&C/13(10)/HTC-MYS/09/ADHOC-CONT.** for at **H&T FSD-MYSORE** The outer cover shall be addressed to the **GENERAL MANAGER** Food Corporation of India **BANGALORE** without any indication that a tender is contained inside. Tenders which do not comply with this instruction shall be summarily rejected. Out station tenderers are advised to send their tenders by Registered Post. The tenderer shall quote one uniform percentage below or above the scheduled rates as per Appendix III (Price Bid). In case separate rates .

are quoted for handling and transport operation, total estimated cost of both the operations for the contractual period taking into account the volume of operations is to be worked out on the basis of the tendered rates to arrive at the lowest rate.

- b) The tenderer shall submit the tender in two separate sealed covers duly complete in all respect viz. one for technical bid and other for price bid (duly subscribed) and putting both the bids in one double sealed cover.
- c) Both the technical and price bid shall be submitted simultaneously, as stated above.
- d) The name of work and words TECHNICAL BID only and PRICE BID only as the case may be clearly written on top of respective (cover) envelope.
- e) Technical bid shall be accompanied by earnest money of Rs.**3,42,000/-**. (Rupees **Three Lakhs Forty two thousand** only) by demand draft or pay order of any Scheduled Bank in favour of Food Corporation of India, Bangalore
- f) All credentials, documents and copies of certificate/information called for would be submitted as per tender paper with the Technical Bid.
- g) The technical bid only shall be opened first, on the due date and time specified in the presence of the tenderer or their authorized representative who will remain present. The price bid of only those tenderer shall be opened whose technical bid are found to be acceptable. The time and date of opening of price bid shall be fixed and intimated to them.
- h) Scrutiny of the technical bid shall be done by General Manager, Food Corporation of India, Bangalore in consultation with Departmental committee . Necessary clarification required by the Corporation shall be furnished by the tenderer within the time given by the Corporation for the same.
- i) It should be clearly understood by the Tenderer that no opportunity shall be given to them to modify or withdraw any offer at a stage when the price bid is known to all Tenderer.

- (j) The tender Form shall be filled in by the Tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing the Tender would make invalid unless the same are neatly carried out and attested over the full signature of Tenderer.
8. **Opening of Tenders** : The tenders will be opened in the Office of the GENERAL MANAGER, Food Corporation of India, Bangalore at the time and on the date indicated above. The tenderers will be at liberty to be present either in person or through an authorised representative at the time of opening of tender.
9. **Corrupt Practices** : Any bribe, commission, or advantage offered or promised by or on behalf of the tenderer to any Officer or servant of the Corporation shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.
10. **Interviews and acceptance of tender** : The tenderers should be prepared to proceed to Bangalore at their own expenses and without any obligation, if called upto to do so, by the GENERAL MANAGER, Food Corporation of India, Bangalore (or the Executive Director) (or an Officer authorised to act on his behalf), Food Corporation of India as the case may be at their own expense. The GENERAL MANAGER, Food Corporation of India, Bangalore for and on behalf of the Food Corporation of India reserves the right to reject any or all tenders without assigning any reason and does not bind himself to accept the lowest or any tender. He also reserves the right to accept the tender for any or all the offers. The successful tenderer will be advised of the acceptance of his tender by a letter /telegram or formal Acceptance of Tender. Where acceptance is communicated by telegram, the formal acceptance of tender will be forwarded to the Contractor as soon as possible, but the telegram must be acted upon immediately.

Yours faithfully,

GENERAL MANAGER  
for and on behalf of the  
Food Corporation of India  
BANGALORE.

**ANNEXURE****TERMS AND CONDITIONS GOVERNING CONTRACTS FOR TRANSPORT, UNLOADING/LOADING OF FOODGRAINS ETC., AT FOOD CORPORATION DEPOTS/GODOWNS AT FSD MYSORE & RAIL HEAD MYSORE.****I. DEFINITIONS :-**

- i. The term 'Contract' shall mean and include the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexures and schedules, acceptance of tender and such general and special conditions as may be added to it.
- ii. The terms 'Corporation' and the 'Food Corporation' wherever occur shall mean the Food Corporation of India established under section 3 of the Food Corporations Act, 1964 and will include its Managing Director/Secretary. and its successor or successors and assigns.
- iii. The terms 'General Manager' shall mean the General Manager under the Food Corporation of India under whose administrative jurisdiction, the Food Corporation Depots/Godowns to which the contract relates fall. The term 'General Manager' shall also include the Area Manager and every other officer authorized for the time being execute contract on behalf of Food Corporation of India.
- iv. The term 'Contractors' shall mean and include the person or persons, 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.
- v. The term 'Services' shall mean the performance of any of the items of work enumerated in schedule of services as elaborated in Clause XIX herein including such auxiliary, additional and incidental duties, services and operations as may be indicated by the General Manager, or an officer acting on his behalf.
- vi. The term 'Contract rates' shall mean the rates of payment accepted by the General Manager for and on behalf of the Food Corporation of India.

- vii. The term 'Godown' shall mean and include depots, godowns, silos, bins already belonging to or in occupation of the Food 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 depot premises.
- viii. The term "Foodgrains " shall mean and include foodgrains, products of foodgrains, fertilizers , sugar and ground nut foods etc.
- ix. The term 'Truck' wherever mentioned shall mean mechanically driven vehicles such as lorries etc., and shall exclude animal driven vehicles.

## **II OBJECT OF THE CONTRACT :**

The contractors shall render all or any of the services given in Clause XIX and schedule of rates as and when necessary as directed from time to time by the GENERAL MANAGER or an officer acting on his behalf together with such additional, auxiliary and incidental duties, services and operations as may be indicated by the GENERAL MANAGER or an Officer acting on his behalf and are not inconsistent with these terms and conditions.

## **III PARTIES TO THE CONTRACT :**

(a.) The Parties to the contract are the contractors and the Food Corporation of India, represented by the GENERAL MANAGER 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 such matters pertaining to the contract. If, on enquiry, it is found that the person concerned has no such authority, the Food Corporation of India represented through the GENERAL MANAGER may without prejudice to other civil and criminal remedies, terminate the contract and held the signatory liable for all costs and damages.

(c) Notice or any other action to be taken on behalf of the Food Corporation of India may be given /taken by the GENERAL MANAGER or any other officer so authorized and acting on his behalf.

**IV. CONSTITUTION OF CONTRACTORS :**

(a)Contractors shall at the time of submission of tender declare whether they are Sole Proprietary concern or registered partnership firm or private limited company or a public limited company incorporated in India or a Hindu undivided firm, The composition of the partnership, names of Directors of Companies and name of the Karta of Hindu undivided family shall also be indicated. The Contractors shall also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The persons so nominated shall be deemed to have power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractors.

b. The Contractors shall not, during the currency of the contract, make without the prior approval of the Corporation any change in the constitution of the firm. The contractors 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.

**V. SUBLETTING:**

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

**VI. RELATIONSHIP WITH THIRD PARTIES :**

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

**VII. LIABILITY FOR PERSONNEL :**

a. All persons employed by the contractors shall be engaged by them as their own employees/workers in all respects and the responsibility under the Indian Factories Act, or the Worker's Compensation Act or Employees Provident Fund Act, or any other similar enactments in respect of all such

personnel shall be that of the contractors. The contractors shall be bound to indemnify the Corporation against all claims whatsoever in respect of the said personnel under the Workmen's Compensation Act, 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the contractor or not.

**(b) Liability for Personnel:-** The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act, 1952, and the scheme framed there-under in respect 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 payments or for any other reason, the Corporation makes such contributions on behalf of the contractor, the FCI 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.

The Contractor shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the GPF Act, 1952 and the scheme framed there-under, and to the GENERAL MANAGER, Food Corporation of India. The contractor shall also make available such records and returns as may be prescribed and/or demanded for inspection to the Officers of the Regional Provident Commissioner and to the GENERAL MANAGER, Food Corporation of India or an Officer authorized by him or acting on his behalf.

c. In complying with the said enactments or any statutory modifications thereof, the contractors shall also comply with or cause to be complied with the labour regulations enactments made by the State Govts./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 unauthorisely made, maintenance of wage book of wage slip, publication of the scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

d. Notwithstanding the fact whether the said legislations, enactments or any statutory modifications thereof, are applicable or not to the employees/workers employed by the contractor he shall pay the following to them:-

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

The contractors shall pay not less than minimum wages to the workers engaged by them on either time rates 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 at the time of inviting tenders for the work. Where such wages have not been so notified by the appropriate authority, the wages prescribed by the Deputy General Manager as minimum wage shall be made applicable. The contractor shall maintain necessary records and registers like wage book and wage Slip etc. Register of unpaid wages and Register of Fines and Deductions 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 indicated below:

1. Time rated worker ('Male')  
-do- ('Female')
2. Piece Rated Workers

Provided that equal wages to women labour on 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 days 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 and Re.1.00 (Rupee one) only per day to the regular workers generally employed by him on piece rate or time rate basis when such worker report for duty on the day but is not booked or given work for the day shift.

Aforesaid wage I benefits at Clause vii (d) (i) to (iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to

be a breach of this contract. The GENERAL MANAGER shall have the right to deduct from moneys due to the contractor any sum required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the condition of the contract for the benefit 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 VII(a).

e. Welfare and Health of Contract Labour: Duties and responsibilities of the contractors:-

1. CANTEEN:

i. Under Section 16 of the Contract Labour (Regulation & Abolition) Act, 1970 the contractor shall provide within 60 days from the commencement of the employment of contract labour or where the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are employed and adequate canteen.

ii. If the contractor fails to provide the canteen within the time laid down in Para (i) the same shall be provided by the principal employer. All expenses incurred by the principal employer in providing this amenity shall be recovered by the principal employer from the contractor either from the admitted bills submitted by the contractor from time to time or shall be treated as a debt payable by the contractor;

iii. The canteen shall be maintained by the contractor in accordance with the provisions of the relevant laws, rules and regulations;

iv. The food stuffs and other eatables to be served in the canteen shall be in conformity with the normal habits of the contract labour.

v. The charges for foodstuffs, beverages and other eatables served in the canteen shall be based on "no profit, no loss" and shall be conspicuously displayed in the canteen.

vi. In arriving at the prices of foodstuffs and other articles served in the canteen the following items shall not be taken into consideration as expenditure, viz:

a. The rent for land and building;

- b. The depreciation and maintenance charges for the building and equipments including furniture, crockery, cutlery & utensils:
- c. the water charges and other charges incurred for lighting and ventilation;
- d. the interest on the amount spent on the provision and maintenance of furniture and equipment provided in the canteen.

vii. The books of accounts and registers and other documents used in connection with the running of the canteen shall be produced on demand for Inspection.

viii. The accounts pertaining to the canteen shall be audited once every 12 months by registered auditor accountants and auditors.

Provided that the Chief Labour Commissioner (Central) or an officer authorized by the appropriate Govt. may approve ,of any other person to audit the accounts, if he is satisfied that it is not feasible to appoint a registered accountant and auditor in view of the site or location of the canteen.

## **2. REST ROOMS :-**

i. In every place wherein contract labour is required to halt at night in connection with working and employment of contract which is likely to continue for 3 months or more the contractor shall provide and maintain rest rooms within 15 days of the commencement of the employment of contract labour;

ii. If the amenity referred to in sub-rule (i) is not provided by the contractor within the prescribed period, the principal employer shall provide the same after the expiry of the same period laid down in Sub-rule (i) and expenses as incurred deducted as per clause 1(2).

iii. Separate rooms shall be provided for the women employees:

iv. Effective and suitable provision shall be made in every room for securing and maintaining adequate ventilation by the circulation of fresh air and there shall also be provided and maintained sufficient and suitable natural or artificial lighting;

v. The rest room(s) shall be of such dimensions as provided in rules framed under the contract Labour (Regulation & Abolitions) Act of the appropriate Government.

vi. The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of the roof. The sheds shall be roofed with at least thatch and mud flooring with a dwarf wall around not less than 2 & half feet sheds as provided should be kept clean and should be able to provide adequate protection against heat, wind, rain and shall have smooth, hard and impervious door surface;

vii. The rest room(s) shall be at a convenient distance from the establishment and shall have adequate supply of wholesome drinking water.

### **3. LATRINES AND URINALS :-**

1. Under Section 18 of the Contract Labour (Regulation and Abolition) Act, 1970 it shall be the duty of the contractor to provide adequate number of latrines so that:

a. Where females are employed, there shall be at least one latrine for every 25 females; Where males are employed, there shall be at least one latrine for every 25 males

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for every 25 males or females upto the first 100, and one for every 50 thereafter.

ii. Every latrine shall be under cover and so partitioned off as to secure privacy and shall have proper doors and fastenings.

iii. Where workers of both sexes shall be employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by majority of workers "For Men Only" and "For Women only" bearing the figure of a man or a women, as the case may be.

iv. There shall be at least one urinal for male workers upto 50 and one for female workers upto 50 at a time.

Provided that where the number of males or females exceeds 500, there should be one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereof thereafter.

v. i. The latrines and urinals shall be conveniently situated and accessible to workers at all times.

ii. The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. The rates of cement washing shall be noted in the register maintained for the purpose and kept available for inspection. LATRINES AND Urinals other than those connected with a flush sewage system shall comply with the requirements of the public health authorities; iii) Water shall be provided by means of a tap or otherwise so as to be conveniently accessible in or near the latrine & urinals.

#### **4. WASHING FACILITIES:**

i. Adequate and suitable washing and bathing places, separately for men and women, shall be provided by the contractor.

ii. Such facilities shall be conveniently accessible and shall be kept clean and in- hygienic conditions.

#### **5. FIRST AID FACILITIES :**

i. The contractor shall provide and maintain readily available first aid boxes during all the working hours at the rate of not less than one box for 150 contract labour or part thereof.

ii. The first aid box shall be distinctively marked with a red cross on a white background and shall contain the equipments as provided for in the contract Labour (Regulation & Abolitions) Act of the "appropriate" Government.

iii. Adequate arrangement should be made for immediate recoupment of the requirement whenever necessary.

6 If the amenity is not arranged by the contractor within thirty days from the commencement of the contract labour, the same shall be provided by the principal employer after the expiry of the said period and the expenses incurred shall be either deducted from the admitted bills of the contractor or treated as debt payable by the contractor.

7. Nothing except the prescribed contents shall be kept in the first aid box.

8. The first Aid box shall be kept readily available in-charge of person trained in First Aid treatment.

vii (f) Every tenderer whose tender is accepted by the Corporation shall immediately apply for license to the prescribed licensing authority through the FCI (principal employer) 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 incases where he intends to employ more labour in number than that mentioned in the regular license for short durations not exceeding 15 days. The contactors shall also make an application through the principal employer (FCI) for renewal of the expiring of the regular license 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 finally 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 G.M in this behalf 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”.

Viii. **BRIBES, COMMISSION. CORRUPT GIFTS ETC. :**

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

IX. **PERIOD OF CONTRACT :**

i. The contract shall remain enforce for a period of six months from or such later date as may be decided by the GENERAL MANAGER but the GENERAL MANAGER reserves the right:-

ii. GENERAL MANAGER at his sole discretion may extend the period of contract by three months further beyond the original contract period for six months on the same rates, terms and conditions.

iii. To terminate the contract at any time during its currency without assigning any reason therefore by giving thirty days notice in writing to the contractors at their last known place of residence/business and the contractors shall not be entitled to any compensation by reason of such termination.

The action of the GENERAL MANAGER, Food Corporation of India, under this clause shall be final, conclusive and binding on the contractor and shall not be called into question.

**X. SUMMARY TERMINATION :**

a. In the event of the contractors having been adjusted insolvent or going into liquidation or winding up their business or making arrangements with their creditors or Failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the GENERAL MANAGER shall be at liberty to terminate the contract forthwith without prejudice or any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or costs incurred.

b. The GENERAL MANAGER 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 un-work-man like performance of any of the services under the contract.

c. The contractors 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 GENERAL MANAGER or an officer acting on his behalf. If the contractors fail to

supply the requisite number of labour scales and trucks/carts, the GENERAL MANAGER 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 contractors shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the GENERAL MANAGER shall be final and binding on the contractors.

**XI SECURITY DEPOSIT :**

a. The contractor shall furnish within a week of the acceptance of their tender, security deposit as prescribed in the invitation to tender failing which the contract shall be liable to cancellation at the risk and cost of the contractors and to subject such other remedies as may be open to the GENERAL MANAGER under the terms of the contract. The contractors at their option may deposit 50 per cent of the prescribed security in any of the prescribed forms at the time of award of the contract while the balance 50 per cent may be paid by the contractors by deductions at the rate of 5 per cent from the admitted bills of the contractors.

b. The security deposit will be refunded to the contractors on due and satisfactory performance of the services and on completion of all obligations by the contractors under the terms of the contract and on submission of a No Demand Certificate, subject to such deduction from the security as may be necessary for making up of the Corporations claims against the contract.

c. In the event of termination of the contract envisaged in Clause-X, the GENERAL MANAGER, 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.

d. The decision of the GENERAL MANAGER in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.

e. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the contractors under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable the contractors shall pay to the Corporation on demand the remaining balance due.

f. Whenever the security deposited falls short of the specified amount the contractors shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

**XII 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 contractors negligence and un-workman like performance of any services 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, etc. and for all damages or losses occasioned to the Corporation due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the GENERAL MANAGER regarding such failure of the contractors and their liability for the losses, etc, suffered by Corporation shall be final and binding on the contractors.

b. The Corporation shall be at liberty to reimburse themselves of any damages losses, charges, costs or expenses suffered or incurred by them due to contractors negligence and un-workmanlike performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the contractors under this or any other contract with the Corporation. In the event of the sum which may be due from the Corporation as aforesaid being insufficient the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in Para XI. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractors shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.

c. **LIQUIDATED DAMAGES:**

I. In the event of failure of the contractor to provide 80 trucks per day, the LD(Liquidated Damage) @ Rs.300/- per truck per day for a 9 MT truck will be levied from the contractor up to the minimum number of trucks required per day. For higher capacity trucks, the levy of LD shall be increased proportionately.

II. In the event of delay on the part of contractor in providing other services as mentioned in the MTF i.e. labour, weighing machines, weights and any other services mentioned in the agreement, efficiently and to the entire satisfaction of the GM(Region) or any other officer acting on his behalf, the GM(Region) without prejudice to any other right and remedies under the agreement have the lawful right to levy LD from the contractor @ Rs.2000/- per day or such lesser amount per day or part of the day in case of delay as the GM(Region) in his absolute discretion may determine subject to total LD not exceeding 15% of the contract value during the operation period of the contract.

Further, it is clarified that the levy of above said LD is for delay or inability in providing a particular service which is other than providing desired number of trucks. In other words, it has no bearing on the levy of LD being imposed as per Para (1) above.

- d. The Contractors shall be responsible for the safety of the goods from the time they are loaded on their trucks from Railway Station or siding Godowns, until they have been unloaded from their trucks at godowns or at other trucks at, so as to avoid loss of grain, etc. through the holes crevices in the decks of the trucks. They shall deliver the number of bags and the weight of foodgrains, fertilizers etc, 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 GENERAL MANAGER 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 contractors for such loss and the amount to be recovered from them. The decision of the GENERAL MANAGER in this regard shall be final and binding on the contractors.
- e. A set off any sum of money due and payable to the contractors (including security deposit returnable to them) under this contract may be appropriated by the Corporation and set-off against out any claim of

the Corporation for the payment of any sum of money arising of or under any other contract made by the contractors with the Corporation.

### III BOOK EXAMINATION :-

The contractor shall whenever required produce or cause to be produced for examination by the GENERAL MANAGER 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 or relevant for verifying or ascertaining the cost of execution of this contract. The decision of GENERAL MANAGER 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 GENERAL MANAGER.

### XIV VOLUME OF WORK :

a. Subject as hereinafter mentioned the Corporation do not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confirm a right on the contractors to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them. The Corporation will also have the exclusive right to appoint one or more contractors at any time viz at the time of award of the contract and/or during the tenure of contract for any or all the services mentioned hereunder and to divide the work as between such contractors in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.

b. Provided always that the Corporation undertake during the period of the contract the contractors shall in any event be entrusted with the works which would entitle them to a remuneration of an amount which would not be less than Rs.....NIL...../- (Rupees.....NIL.....only).

#### NOTE :

Notwithstanding the numbers 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 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 contractors 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:**

a. The contractors shall be paid the remunerations in respect of the services described in Para XIX and performed by them at the contract rate.

b. If the contractors are required to perform any service in addition those specifically provided for in the contract and the annexed schedule of contractors remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.

c. The question whether a particular services 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 GENERAL MANAGER whose decision shall be final and binding on the contractors.

d. The Contractors will have the right to represent in writing to the GENERAL MANAGER that a particular service which they are being called upon to perform is not covered by 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 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.

**XVI PAYMENT :**

a. Payment will be made by the concerned Regional/Area Manager of the Food Corporation of India on submission of bills, in triplicate duly supported by consignee receipts/or work certificate issued by the GENERAL MANAGER or an officer acting on his behalf as the case may be.

b. The contractors should submit all their bills not later than 2 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 disposal of bills the contractors are advised to submit their bills weekly/fortnightly.

**NOTE :**

The GENERAL MANAGER may at his discretion make an "on account" payment to the extent of 50 per cent of the value of work done in cases where the contractors are not in a position to submit their final bills due to operational or any other difficulties, after the satisfactory performance of the services provided in the contract. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.

**XVII DELAYS, STRIKES ETC. :**

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

**XVIII LAWS GOVERNING THE CONTACT:-**

The contract will be governed by the laws of India for the time being in force.

**XIX SERVICES 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 **FSD-MYSORE** known as **FSD MYSORE** godowns **FSD-MYSORE**

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

**NOTE:**

A. 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 pendency of the contract. In such an event the contract shall not be rendered void and contractors 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 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 contractors, 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, re-bagging, filling, Loose grains and such other allied services, bags supplied by the Corporation will ordinarily be new "SBT" bags and 665 grams approximately in weight., but the GENERAL MANAGER reserves the right to use any type of bags. The jute twine used for stitching of the bags after bagging/re-bagging/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 downward/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 driven carts in place of trucks will not be allowed unless the GENERAL MANAGER, in his sole discretion, specifically permits such use in writing. Such use of animal driven carts if permitted by the GENERAL MANAGER, shall be at 25 per cent less than the contract rates for trucks.

**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 STATION/RAILWAY SIDING LOADING INTO TRUCKS/ANY OTHER VEHICLES:-**

a. The contractors shall unload the foodgrains bags from wagons placed at the Railway Station/Railway Siding or unloading the foodgrains bags 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 GENERAL MANAGER or any officer acting on his behalf. They also perform the reverse services when directed.

b. The contractors shall unload the foodgrains bags from wagons placed at the Railway Station or at the Railway Siding as the case may be, or unload the foodgrain bags 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 GENERAL MANAGER or any Officer acting on his behalf.

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

The Contractors shall transport by trucks to be arranged by them such number of bags of foodgrains, sweepings, spilling etc; as may be required from day today by the GENERAL MANAGER or an Officer acting on his behalf from the Railway Station to the various Godowns or vice-versa. The contractors 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 contractors shall obtain from the GENERAL MANAGER or an officer acting on his behalf every evening particulars of the number of bags of foodgrains etc; required to be transported the next day, the place where the trucks/carts should report for loading and the destinations to which the goods would be required to be transported. In special cases, they may require to arrange

transport at shorter 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.

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

The Contractors 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 head-loads or by using hand trolleys, handcarts 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 GENERAL MANAGER 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 Contractors 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, carts etc; wherever necessary, cut open the mouth of the bags and pour the foodgrains 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 contractors shall remove the foodgrain bags from the stack inside the godowns, carry them by head-loads or change of head-loads or wherever necessary by using hand trollies, carts, etc, and load the foodgrains 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 despatches or for delivery to buyers in accordance with the instructions of the GENERAL MANAGER 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 for 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 to a considerable distance from the Railway Siding in the same premises for which separate remuneration has been provided.

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

The contractors shall as and when required by the GENERAL MANAGER 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 Contractors shall be entitled for remuneration under

this item for godowns which are indicated in the invitation to tender under para-A place of operation titled General Information. 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 GENERAL MANAGER 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 Rates.

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

The Contractors shall transport by trucks to be arranged for such quantity of foodgrains as may be required from day to day by the GENERAL MANAGER or an Officer acting on his behalf from one godown to another godown or from any place to another place in and around **FSD-MYSORE**. The Contractors 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 contractors shall obtain from the GENERAL MANAGER or an Officer acting on his behalf every evening particulars of the number of bags foodgrains etc; 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 contractors 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 Contractors 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 be included 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, despatch delivery etc, either at Godown/Railway Platform/Railway Siding/shed or any where else as directed by the GENERAL MANAGER 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 contractors shall be responsible to supply adequate and sufficient number of scales for weighment. Provided always that the contractors shall not use their own scales, whether the same are available with the Corporation and contractors shall be liable to pay hire charges for the same at the rates prescribed in the Schedule.

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

The Contractors 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 supplied and operated by the Corporation. 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 contractors shall supply the number of casual labour required in the operations of these machines in accordance with the instructions of the GENERAL MANAGER or an officer acting on his behalf. However, the contractors, 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 godown(s) or load them into wagons/transport vehicles.

**PART- II OTHER SERVICES**

**11. PHYSICAL VERIFICATION :-**

The contractors 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 10, 16 or 20 high as may be directed by GENERAL MANAGER 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 be required by the Deputy General Manager or an Officer acting on his behalf. Standardisation 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 GENERAL MANAGER or an Officer acting on his behalf, removing the bags from the scales; re-stitching 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 10, 16 and 20 high, 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 GENERAL MANAGER 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**

Contractors shall, where necessary, make heap (or Palla) or any loose grains, sweepings, damaged grains, etc, available in the godowns or any where 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 at least 16 stitches and stacked or despatched/delivered as required.

#### **14. CLEANING**

The contractors 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 GENERAL MANAGER 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 10, 16 or 20 high or loading them into wagons/trucks/transport vehicles as directed, collecting the refraction, filling them in bags as directed, weighing them and stacking upto 10, 16 or 20 high 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 DAMAGED FOODGRAINS :**

The contractors 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 foodgrains inside or outside the godown and after drying making them into a palla, filling loose grains into empty gunnies upto a prescribed weight, stitching and stacking the bags in the same or another godown upto 10, 16 or 20 high or loading/delivering them as directed. If weighthment is required to be done before cutting open the bags it will be paid for separately.

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

**16. REBAGGING :**

The contractors shall re-bag loose grains or the contents of unserviceable bags into new bags supplied by the Corporation. Re-bagging 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 into 10, 16 or 20 high or delivering/dispatching as directed.

**17. LOADING OF OPEN WAGONS :**

The contractors 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 contractors 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) wagons 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. BREAKING OF STACKS AND RESTACKING:**

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

**20. COLLECTING 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 or 20 high.

**21. BUNDLING OF EMPTY GUNNIES :**

The contractors shall collect the empty gunnies released after various operations, re-bagging, cleaning etc; and bundle them into bundles of 25 or 50 each as directed by the GENERAL MANAGER 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 contractors. The bundles so made shall be carried to the place assigned storage of empty gunnies, and stacked in accordance with the instructions of the GENERAL MANAGER 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 contractors.

**22. STENCILLING OF BAGS :**

The contractors shall, with their workers and stenciling materials, stencil such number of bags as may be directed by the GENERAL MANAGER or an Officer acting on his behalf. In full wagon loads the name of destination station in black

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 contractors may with the prior permission of the GENERAL MANAGER 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 Contractors shall, whenever required by the GENERAL MANAGER 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. CONTRACTORS TO ENSURE COMPLIANCE OF ORDERS.**

The contractors shall provide number of male or female Casual Labours whenever asked to do so at short notice during day or night by GENERAL MANAGER or an officer acting on his behalf. The contractor shall be responsible to comply with the provision of different labour laws as would be applicable at the relevant point of time.

It shall be the responsibility of the contractor to follow the directions of the G.M or an officer acting on his behalf to undertake the following services.

1. Loading/unloading of crates, tarpaulins, gunny bales or fumigation covers.
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 cyanogens with foot pump etc.

**CLAUSE - XX : DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS:-**

The contractors shall carry out all items of services assigned or entrusted to them by the GENERAL MANAGER 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 Deputy General Manager or an officer acting on his behalf together with such auxiliary and

incidental duties, services and operations 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:

- I. The contractors 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 contractors shall engage competent and adequate staff and labour to the satisfaction of the GENERAL MANAGER 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 contractors shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The GENERAL MANAGER shall have the right to ask for the dismissal 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 contractors, their servants or agents or representatives shall be final and binding on the contractors.
3. The contractors shall advise the GENERAL MANAGER 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 GENERAL MANAGER or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about the programme of arrivals and despatches to various recipients and other godowns activities and to report the progress of loading/unloading/transport work, etc and generally to take instructions in the matter.
4. The contractors shall take adequate steps and necessary precautions to avoid wastage and damage to the foodgrains etc; during the loading/unloading of trucks/carts wagons/any other transport vehicle at the Railhead/Godowns or any other loading/unloading point. The contractors shall be liable for any loss which the Corporation may suffer on account of the bags not being properly handled The decision of the Deputy General Manager regarding such loss shall be final and binding on the contractor. They shall spread their own tarpaulins or gunny bales at the loading/unloading points to avoid wastage and damage.

5. The contractors 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 foodgrains etc; are damaged by rain through their (contractors) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the GENERAL MANAGER in this matter shall be final and binding on the contractors.
6. The contractors 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 contractors shall ensure that their workers do not use large hooks for handling foodgrains bags or any hook for handling flour, sugar and fertilizer bags at any stage. The use of hooks other than those approved by the GENERAL MANAGER, or an Officer acting on his behalf, for foodgrains or flour, sugar and fertilizer will render the contract liable to cancellation. The contractors shall also be liable to make good to Corporation any losses caused by the use of unauthorized hooks. The decision of the GENERAL MANAGER regarding such losses shall be final and binding on the contractors. The contractors shall supply small regulation size hooks approved by the GENERAL MANAGER to their workers for handling foodgrains bags.
8. The contractors shall obtain from the GENERAL MANAGER or an officer acting on his behalf, particulars of consignments expected to be received and/ or proposed to be despatched from/at godowns/railheads as the case may be. In case of receipt of foodgrains etc; the contractors 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 contractors shall take delivery on indemnity bond. In special cases, the contractors shall be required to take delivery or arrange despatch of consignments of foodgrains etc: at short notice and they shall be bound to comply with such requests.
9. The contractors shall prepare necessary forwarding notes, risk note forms, etc; in respect of consignments intended for dispatch by Railway.
10. If any consignment received has been booked "freight to pay" the contractors shall pay freight by means of Firms Credit-Note which they shall obtain from the GENERAL MANAGER or an Officer acting on his behalf. But if for any

reason(s) these are not issued, the contractors shall themselves pay the freight in the first instance and then get resubmitted the same by submitting a stamped and pre receipted bill supported by vouchers.

11. The contractors 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 contractors shall promptly report it in writing to the GENERAL MANAGER or an Officer acting on his behalf.
12. The contractors 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 GENERAL MANAGER or an officer acting on his behalf and the Railway authorities concerned. They shall keep aside any stocks of damaged bags received in the wagons and after ascertaining the loss by weighment, report the fact to the concerned authorities viz, the GENERAL MANAGER or an Officer acting on his behalf and the Railways.
13. The contractors shall as and when required be also responsible for the cleaning of the interior of any type of wagon prior to loading to the satisfaction of the officer(s) supervising loading/despatches. The remuneration for loading the wagons shall be deemed to include the remuneration for such routine cleaning of wagons as and when to the extent found necessary.
14. The contractors 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 contractors shall as and when required be also responsible for revetting 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 contractors shall obtain clear RAILWAY RECEIPTS in respect of consignments booked by them. If in any case the Railway refuses to issue clear railway receipts, the contractors shall bring the matter in writing to the notice of the Deputy General Manager or an Officer acting on his behalf. If the contractors find any difficulty in getting clear R. R. in respect of consignment packed in new bags, they shall take up the matter with the Railways. Copies of all correspondence in the matter shall be sent by the Contractors to the GENERAL MANAGER/ and or to the Officer acting on his behalf.

17. The contractors shall obtain railway receipts expeditiously from the Railway and immediately after obtaining them submit them to the GENERAL MANAGER/or an Officer acting on his behalf.
18. The contractors shall also responsible (as an 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 contractors 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 contractors shall collect all sweepings and spillings of foodgrains 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 contractors 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 contractors shall be liable to make good any compensation demurrage/wharfage as per' railways rules in force during the period of contract, or other charges or expenses that may be incurred by the Corporation on account of delays in loading/unloading of trucks/carts and loading/unloading of wagons unless the delay is for reasons beyond the contractors control. The decision of the GENERAL MANAGER in this respect shall be final and binding on the contractors.
22. The contractors shall be responsible for obtaining consignee's receipts of all bags entrusted to them for carrying and for handing over the receipt next day to the GENERAL MANAGER or an officer acting on his behalf.
23. The contractors shall strictly abide by all rules and regulations of Railways and police/Municipal authorities.
24. The contractors 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 GENERAL MANAGER or an Officer acting on his behalf. The contractors shall also be

responsible for any loss which the Corporation may suffer on account of the bags not being properly stacked. The decision of the GENERAL MANAGER regarding such loss shall be final and binding on the contractors.

The contractors 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 contractors shall be liable for any loss to the Corporation on this account and the decision of the GENERAL MANAGER in the matter shall be final and binding on the Contractors.

The contractors shall carry empty bags from the gunny storage godowns or from any other place indicated by the GENERAL MANAGER or an Officer acting on his behalf to the place(s) of operations for bagging, re-bagging 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 in 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 will be payable as it shall be deemed to be included in the rates provided for the relevant services.
26. The contractors 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 GENERAL MANAGER or the Officer acting on his behalf from time to time.
27. The contractors shall be responsible for the safety of the goods while in transit in their trucks I carts/ any other transport vehicles and for delivery of quantity despatched 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 contractors. They shall provide tarpaulins of decks of the trucks, so as to avoid loss of the grain etc; through the holes/crevices in the decks of the trucks. They shall also exercise adequate care and take precautions to ensure that the foodgrain bags are not damaged while in transit their trucks/carts/any other transport vehicles. They shall deliver the number of

bags and the weight of foodgrains, fertilizers; etc; received by them and loaded on their trucks. They shall be liable to make good the value of any shortage, wastage, losses or damage to the goods in transit at 2 times the central issue rate for PDS (not RPDS) as fixed by Govt. of India as applicable from time to time for all foodgrains and commodities other than sugar and three times the central issue rate (G.O.I) as applicable from time to time in respect of sugar except when the G.M (whose decision shall be final) decides that the difference between the weights taken at the despatching and receiving ends is negligible and is due to the discrepancies between the scales, gain or loss in moisture or other causes beyond contractors control at the despatching and receiving ends is negligible and is due to discrepancies between the scales, gain or loss in moisture or other causes beyond the contractor's control.

28. The contractors 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 GENERAL MANAGER or an Officer acting on his behalf,
29. The contractors shall when required supply petromax lamps for carrying out work during night. The actual charges not exceeding rupee one per light per night/day for lights hired by the contractors for working at night or during day time in such godowns which are insufficiently lighted, will be paid by the Corporation on submission of bills supported by relevant vouchers in original. The bills for hire charges for lights will be required to be certified by the GENERAL MANAGER or an Officer acting on his behalf.
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 un-workman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage; wharfage etc; and for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the Deputy General Manager regarding such failure of the contractors and their liability for the losses etc suffered by Corporation shall be final and binding on the contractors.
31. The contractors shall provide and maintain correct weights and scales and carry out all the weighments accurately. The GENERAL MANAGER 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 contractors 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 services also.
33. The contractors shall display prominently on their trucks two or more sign boards as prescribed by the Corporation painted in black and in white indicating that the stocks carried therein belong to the Food Corporation of India. No extra remuneration, whatsoever will be payable for displaying such sign boards. The G.M or an officer acting on his behalf shall have the right to disallow loading of any truck with FCI stocks if the contractors do not display prominently the sign boards of the aforesaid type.
34. The Contractor must arrange delivery of the stocks in a reasonable transit time based upon the distance involved and must produce the receipt. Maximum waiting period should be ten days. Thereafter, immediate action be initiated for effecting recovery of the undelivered stocks from the contractor.

**APPENDIX - I**

(Reference para 3(a) of Invitation to tender (General Information) and Clause-IV of Annexure to tender)

(To be filled in by the tenderer)

I. Name date of birth and address of the tenderer and telegraphic address :-

**II. COMPOSITION OF TENDERER**

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

**III. BUSINESS IN WHICH THE TENDERER IS EMPLOYED :**

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

**IV. EXPERIENCE OF WORKING :**

Full particulars should be given if the tenderer has worked as a Labour and Transport Contractor of the Central Government, State Government or Public/Private Companies. The period for which the work has been done should be clearly indicated. The certificates to support the statements may be attached. The tenderers should indicate clearly whether they are working as contractors on behalf of any Departments of Central or State Governments or Railways etc .

**V. TENDERERS BANKS:**

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

(Signature of Tenderer)

Place \_\_\_\_\_

Dated \_\_\_\_\_

(Capacity in which signing)

**APPENDIX - II****FOOD CORPORATION OF INDIA****TECHNICAL BID**

**FINANCIAL SOUNDNESS AND  
BUSINESS COMPETENCY DATA  
OF  
HANDLING & TRANSPORT CONTRACTOR  
FOR  
RAILWAY SIDING AND FCI DEPOT**

- |     |  |          |
|-----|--|----------|
| i.  | Terms and conditions (signed under seal)                                 |          |
| ii. | List of documents enclosed (only as per instructions given in Sr. No. 6) | Yes / No |

**Document No.**

- |     |  |               |
|-----|--|---------------|
| 1.  | Certified copy of partnership deed / Articles of Association / Memorandum of Association / Bye-laws etc. as applicable | Yes / No      |
| 2.  | Certificate Registration   | Yes / No      |
| 3.  | Authorization letter   | Yes / No      |
| 4.  | Certificate of experience for preceding three years  |               |
| 5.  | Letter from the bank on credit / limits enjoyed  | Yes / No      |
| 6.  | Bank Statement for the last 6 months from Banker (s)   | Yes / No      |
| 7.  | Solvency Certificate   | Yes / No      |
| 8.  | Latest Income tax clearance certificate  |               |
| 9.  | Duly audited P & L account of preceding three years  | If applicable |
| 10. | Duly audited Balance sheet of preceding three years  |               |
| 11. | List of trucks owned with xerox copies of R.C. Books   | Yes / No      |

## iii) Technical Expertise

## 1) A)WORK EXPERIENCE : for preceding three years.

(Enclose experience certificate for rake handling and transportation duly obtained from Manufacturer / Handling agency / Govt. Dept. / PSU / Public Ltd., company from dealing in fertilizers, foodgrains, cement or similar products during the preceding three years of which the value of single contract should not be less than 50% of the estimated value of present contract (for amount please refer press advertisement with respect to corresponding centre) in any of those three years, otherwise work experience will not be considered)

B) The tenderer should have executed in the immediately preceding two years transport contracts, the total value of which is not less than 50% of the value of the Contract to be awarded

or

The tenderer should have executed in the immediately preceding two years any single contract the value of which is not less than 25% of the value of the contract to be awarded.

## DOCUMENT NO. 1

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

2) Whether your firm / company is blacklisted by FCI or any other Public Sector / Govt./ Quasi-Govt. organisation / any other client. Yes / No

3) Whether your contract was terminated before expiry of contract period or security deposit / EMD forfeited by FCI or any other public sector / Govt. / Quasi-Govt. Organisation / any other client. Yes / No

4. Whether proprietor / partner / Director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust. Yes / No

5. **DETAILS OF SISTER CONCERNS**

a. Name & Address

b. Activities engaged in by Sister Concern

c. Names, address & Telephone Nos. of Proprietors / Directors / Partners of Sister Concern.

**Note :**

1. The blacklisted parties by FCI or Govt. / Quasi Govt. organisation will not be qualified.
2. The parties whose EMD is forfeited by FCI will not be qualified.

3. FCI reserves the right not to consider parties having any dispute with FCI in order to protect its interest.

**IV. FINANCIAL SOUNDNESS :**

**Appendix - II**

1. Name of bankers, addresses & Telephone Nos.

2. Details of credit limits / facilities enjoyed  
(Please give certificate from the Bank)

**Document No. 2**

Sl.No.	Name of the Bank	Type of credit (i.e. C/C, O/D etc.)	Amount of Credit Limit sanctioned (Rs.)

3. **Details of solvency of the Firms as assessed by bank :**

Name of the Bank	Amount of Solvency Certificate	Date of solvency Certificate (Rs.)

(Please give solvency certificate from the Bank giving the amount issued not earlier than three months from the date of application).

**Document No. 3**

4. Income Tax PAN Number of the Firm .....

**Document No. 4**

5. Details of Balance Sheet of the Firm for the preceding three years.  
(Please enclose copies for the preceding three financial years (duly audited))

**Document No. 5**

6. Profit & Loss Account Statement for the proceeding three years.

**Document No. 6**

**Details of immovable property owned by Firm / Proprietor /Director / Partners.**

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

**OR  
DECLARATION**

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

**(Signature & Seal)**

**(Authorized Signatory)**

(Strike off whichever is not applicable)

**List of Partners / Directors**

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

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

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

**Declaration about relationship with Employee of FCI.**

I / We hereby solemnly declare that the Proprietor / one or more Partners / Directors of this firm / company has relationship / has no relationship (Strike off whichever is not applicable) with the employee of FCI.

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

**Declaration of membership of any Goods Transport Association.**

Give details if so ;

Name & Address of the Association ;

with Telephone / Fax No.

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

(Signature & Seal)  
(Authorized Signatory)

**APPENDIX - III**

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

**I. WAGE BOOK AND WAGE SLIPS ETC.,**

- i) The contractors 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 wage 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 contractors shall issue an Employment card in the prescribed form at Appendix/vi(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 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 whose wage Register.
  - c) Rate of wages.
  - d) Wage period.
  - e) Total amount not paid.
  - f) Reasons for not making payment.
  - g) How the amount of unpaid wages was utilized.
  - h) Acquaintance with dates.

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

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

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment, he is required to work. The amount of deduction in shall be in proportion to the period for which he 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 is required to account, where such damage or loss is directly attributable to his 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. :-

The contractors shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss inform No.-1 and 2 as per Annexure VI (b) and VI (c) respectively which should be kept at the place work.

- ii) The contractor shall maintain both in English and the local Indian Language, a list approved by the Chief Labour Commissioner clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

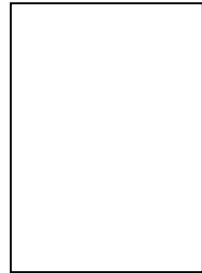
V. PRESERVATION OF REGISTERS :-

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 Engineer-In-Charge Labour Welfare Officer or any Welfare Officer or any other officer authorized by the Ministry of W&H in this behalf.

**APPENDIX - III(a)**

TEMPORARY CONTRACTOR LABOUR'S EMPLOYMENT CARD

1. Name of the Labourer / Worker \_\_\_\_\_
2. Father's / Husband's Name \_\_\_\_\_
3. Date of Birth \_\_\_\_\_
4. (i) Address (Local) \_\_\_\_\_  
(ii) Permanent \_\_\_\_\_
  
5. Name & Address of FCI Contractor \_\_\_\_\_  
\_\_\_\_\_
6. Valid \*  
(\* Period of the Contractor) From \_\_\_\_\_ to \_\_\_\_\_



Signature of the Contractor /  
Authorised Representative

**BACK SIDE OF THE CARD**

Countersigned by

Asst. Manager (Depot) / Depot In-charge

Valid from \_\_\_\_\_ to \_\_\_\_\_

(Ref. No. \_\_\_\_\_)

Seal of AM (Depot) / Depot In-charge

Name of Depot

Place :

Date :

# **PRICE BID**

**PRICE BID****Schedule of Rates and Services for Handling & Transport Contractor at FSD **FSD-MYSORE & RAIL HEAD MYSORE******Rate per Hundred Bags**

Sl. No.	Description of Services	For bags weighing upto 35 Kgs. (N)	For bags weighing upto 50 Kgs. (N)	For bags weighing more than 50 Kgs. (N)
(1)	(2)	(3)	(4)	(5)
<b>PART – I : Receipt – Despatch – Deliveries :</b>				
1 (a)	For unloading foodgrain bags from wagons / trucks or any other transport vehicles and stacking the bags in the shed / on the platform / ground or vice-versa (as per Clause XIX Part-I (1) (a))	Rs. 15.00 (Rupees fifteen only)	Rs. 30.00 (Rupees thirty only)	Rs. 45.00 (Rupees forty five only)
(b)	For unloading bags of foodgrains from wagons / trucks or any other transport vehicles and directly loading them into wagons / trucks after stacking the bags wherever necessary in the shed / on the platform / grounds as per Clause XIX Part –1(b)	Rs. 30.00 (Rupees thirty only)	Rs. 60.00 (Rupees sixty only)	Rs. 90.00 (Rupees ninety only)

- 2) For transporting foodgrain bags to and from . **FSD-MYSORE** Rail Head / Goods shed to the following godowns / FCI depot at **FSD-MYSORE** or vice-versa.

Rate to be quoted on point to point basis.

- 2(a) Internal transportation – Per MT (N) rate from any point to any point within depot premises.

- 3) For unloading foodgrains bags from wagons / trucks or any other transport vehicles and stacking the bags wherever necessary on the platform / ground carrying by head-loads / change of head-loads or wherever necessary by using hand trolleys, carts etc., and stacking them inside the godowns as per Clause XIX Part – I (3)

Sl. No.	Description of Services	For bags weighing upto & inclusive 35 Kgs. (N)	For bags weighing upto 50 Kgs. (N)	For bags weighing more than 50 Kgs. (N)
(1)	(2)	(3)	(4)	(5)
IN THE FORM OF CONVENTIONAL STACKS :				
a)	Upto 10 high	Rs. 30.00 (Rupees thirty only)	Rs. 60.00 (Rupees sixty only)	Rs. 90.00 (Rupees ninety only)
(b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 36.00 (Rupees Thirty six only)	Rs. 72.00 (Rupees seventy two only)	Rs. 108.00 (Rupees One Hundred Eight only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)		Rs. 84.00 (Rupees eighty four only)	Rs. 126.00 (Rupees one hundred twenty six only)
d)	Upto 25 high (for a actual number of bags stacked over 20 high)	-	Rs. 96.00 (Rupees ninety six only)	-
e)	Over 25 high (for actual number of bags stacked)	-	Rs. 108.00 (Rupees one hundred eight only)	-
4.	For carrying the bags of foodgrains from stacks by head-load or wherever necessary using hand trolleys, carts etc., and loading into wagons / trucks or any other transport vehicle or putting them into a countable position after stacking the bags wherever necessary on the platform / ground as mentioned in Clause XIX part – I (4)	Rs. 36.00 (Rupees Thirty six only)	Rs. 72.00 (Rupees seventy two only)	Rs. 108.00 (Rupees One Hundred eight only)
5.	For carrying the foodgrain bags by means of trucks from the railway siding to the non-siding godown situated in the same premises or vice-versa mentioned in Clause XIX Part – I (5)	Rs. 45.00 (Rupees forty five only)	Rs. 87.00 (Rupees Eighty seven only)	Rs. 129.00 (Rupees one hundred twenty nine only)

- 6) FOR TRANSPORTING BY TRUCKS / ANIMAL DRIVEN VEHICLES FROM ONE POINT TO ANOTHER POINT FOR WHICH RATES HAVE NOT BEEN SPECIFICALLY FIXED (AS PER CLAUSE – XIX, PART – I (6) & (7)

**RATE**

Sl. No.	Distance in Km.	Woodencrates for every 10 numbers	Gunny bales for every five bales	Gunny bundles for every ten bundles consists of 50 pieces`
1.	1	2.16	8.64	4.32
2.	2	4.32	17.28	8.64
3.	3	6.48	25.68	12.84
4.	4	8.52	34.08	17.04
5.	5	10.56	42.00	21.00

7.

For weightment of foodgrains as per Clause – XIX Part –I(8)	Rs,. 12.00 (Rupees twelve only).	Rs,. 24.00 (Rupees twenty four only).	Rs,. 36.00 (Rupees thirty six only).
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Note : Whenever weightment is done in conjunction with any other service the weightment charges will be paid in addition for number of bags, actually weighed provided always that the contractors shall not use their own weighing scales, where the same are available with the corporation and contractor shall be liable to pay hire charges per scale per month or part of a month as indicated below :-

Flat Rate :- (a) Beam Scale : Rs. 30.00 (Rupees thirty only)  
 (b) Weighting Machine Rs. 150.00 (Rupees one hundred fifty only).

**PART – II OTHER SERVICES****8) PHYSICAL VERIFICATION :**

For breaking the stacks weighing the bags and restacking the bags vide Clause XIX Part-II (11).

i) IN THE SAME GODOWN OR OUTSIDE THE GODOWN:-

a)	Upto 10 high	Rs. 36.00 (Rupees thirty six only)	Rs. 72.00 (Rupees seventy two only)	Rs. 108.00 (Rupees one hundred eight only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 42.00 (Rupees forty two only)	Rs. 84.00 (Rupees eighty four only)	Rs. 126.00 (Rupees one hundred twenty six only)

c)	Upto 20 high (for actual number of bags stacked over 16 high)	--	Rs 96.00 (Rupees ninety six only)	Rs.144.00(Rupees one hundred forty
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				four only)
d)	Upto 25 high (for actual number of bags stacked over 16 high)	Rs. 48.00 (Rupees forty eight only)	--	--

N.B:- Wherever the foodgrain bags are to be taken to LWB for 100% weighment during PV, the Contractors shall be eligible for remuneration for three operations viz.,

- i) De-stacking and loading into trucks (Cl.5).
- ii) Transportation (As per agreed rates).
- iii) Unloading trucks and stacking (Cl. 1a)

ii) IN ANOTHER GODOWNS :

a)	Upto 10 high	Rs. 42.00 (Rupees forty two only)	Rs. 84.00 (Rupees eighty four only)	Rs. 126.00 (Rupees one hundred twenty six only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 48.00 (Rupees forty eight only)	Rs. 96.00 (Rupees ninety six only)	Rs. 144.00 (Rupees one hundred forty four only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)	--	Rs. 108.00 (Rupees one hundred eight only)	Rs. 162.00 (Rupees one hundred sixty two only)
d)	Upto 25 high (for actual number of bags stacked over 16 high)	Rs. 54.00 (Rupees fifty four only)	--	--

9) STANDARDISATION :

(Standardisation of bags including stacking as per Clause XIX)

Part II (12)

i) STACKING IN THE SAME GODOWN :

a)	Upto 10 high	Rs. 42.00 (Rupees forty two only)	Rs. 84.00 (Rupees eighty four only)	Rs. 126.00 (Rupees one hundred twenty six only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 48.00 (Rupees forty eight only)	Rs. 96.00 (Rupees ninety six only)	Rs. 144.00 (Rupees one hundred forty four only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)	--	Rs. 108.00 (Rupees one hundred eight only)	Rs. 162.00 (Rupees one hundred sixty two only)
d)	Upto 25 high (for actual number of bags stacked over 16 high)	Rs. 54.00 (Rupees fifty four only)	--	--

ii) IN ANOTHER GODOWNS :

a)	Upto 10 high	Rs. 48.00 (Rupees forty eight only)	Rs. 96.00 (Rupees ninety six only)	Rs. 144.00 (Rupees one hundred forty four only)
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b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 54.00 (Rupees fifty four only)	Rs. 108.00 (Rupees one hundred eight only)	Rs. 162.00 (Rupees one hundred sixty two only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)	--	Rs. 120.00 (Rupees one hundred twenty only)	Rs. 180.00 (Rupees one hundred eighty only)
d)	Upto 25 high (for actual number of bags stacked over 16 high)	Rs. 60.00 (Rupees sixty only)	--	--

OR

iii)	Loading into Wagons / trucks / any other vehicles or placing the foodgrain bags outside the godown in countable position	Rs. 48.00 (Rupees forty eight only)	Rs. 96.00 (Rupees ninety six only)	Rs. 144.00 (Rupees one hundred forty four only)
iv)	Extra charges for double line machine stitching of the bags at the time of standardisation of bags (this is in addition to the rate provided for the standardisation under Clause Part –II(12)	Rs. 9.00 (Rupees nine only) per MT		--

- 10) For filling gunnies with loose grains upto the prescribed weight and stitching the gunnies and stacking as per Clause XIX Part II(13).

i) IN THE SAME GODOWN:

a)	Upto 10 high	Rs. 48.00 (Rupees forty eight only)	Rs. 96.00 (Rupees ninety six only)	Rs. 144.00 (Rupees one hundred forty four only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 54.00 (Rupees fifty four only)	Rs. 108.00 (Rupees one hundred eight only)	Rs. 162.00 (Rupees one hundred sixty two only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)	--	Rs. 120.00 (Rupees one hundred twenty only)	Rs. 180.00 (Rupees one hundred eighty only)
d)	Upto 25 high (for actual number of bags stacked over 16 high)	Rs. 60.00 (Rupees sixty only)	--	--

ii) IN ANOTHER GODOWNS:

a)	Upto 10 high	Rs. 54.00 (Rupees fifty four only)	Rs. 108.00 (Rupees one hundred eight only)	Rs. 162.00 (Rupees one hundred sixty two only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 60.00 (Rupees sixty only)	Rs. 120.00 (Rupees one hundred twenty only)	Rs. 180.00 (Rupees one hundred eighty only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)	--	Rs. 132.00 (Rupees one hundred thirty two only)	Rs. 198.00 (Rupees one hundred ninety eight only)

d)	Upto 25 high (for actual number of bags stacked over 16 high)	Rs. 66.00 (Rupees sixty six only)	--	--
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OR

iii)	Loading into Wagons / trucks / any other vehicles or placing the foodgrain bags outside the godown in countable position	Rs. 48.00 (Rupees forty eight only)	Rs. 96.00 (Rupees ninety six only)	Rs. 144.00 (Rupees one hundred forty four only)
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11) CLEANING, DRYING ETC.

Carrying bags from stacks in the godowns or from any other place in the godown premises, weighing them passing the contents through sieves or cleaning machines, filling the cleaned grains into the bags upto the prescribed weight, stitching the bags and then stacking as per Clause XIX Part –II(14).

a)	Upto 10 high	Rs. 48.00 (Rupees forty eight only)	Rs. 96.00 (Rupees ninety six only)	Rs. 144.00 (Rupees one hundred forty four only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 54.00 (Rupees fifty four only)	Rs. 108.00 (Rupees one hundred eight only)	Rs. 162.00 (Rupees one hundred sixty two only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)	--	Rs. 120.00 (Rupees one hundred twenty only)	Rs. 180.00 (Rupees one hundred eighty only)
d)	Upto 25 high (for actual number of bags stacked over 16 high) OR	Rs. 60.00 (Rupees sixty only)	--	--
	For loading into wagons / trucks any other vehicles or placing foodgrain bags outside the godown in a countable position	Rs. 54 (Rupees fifty four only)	Rs. 108.00 (Rupees one hundred eight only)	Rs. 162.00 (Rupees one hundred sixty two only)

12) RECONDITIONING / DRYING OF DAMAGED FOODGRAINS :

Carrying the foodgrain bags from the stacks or any where in the godown premises, cutting open the mouth of bags, spreading out the foodgrains and after drying making them a palla filling the loose grains into empty gunnies upto a prescribed weight, stitching and stacking the bags in the same or another godown as per Clause XIX Part –II(15).

a)	Upto 10 high	Rs. 42.00 (Rupees forty two only)	Rs. 84.00 (Rupees eighty four only)	Rs. 126.00 (Rupees one hundred twenty six only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 48.00 (Rupees forty eight only)	Rs. 96.00 (Rupees ninety six only)	Rs. 144.00 (Rupees one hundred forty four only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)	--	Rs. 108.00 (Rupees one hundred eight only)	Rs. 162.00 (Rupees one hundred sixty two only)
d)	Upto 25 high (for actual number of	Rs. 54.00 (Rupees	--	--

	bags stacked over 16 high)	fifty four only)		
	OR			
	For loading into wagons / trucks / any other vehicle or placing the foodgrain bags outside the godown in a countable position	Rs. 48.00 (Rupees forty eight only)	Rs. 96.00 (Rupees ninety six only)	Rs. 144.00 (Rupees one hundred forty four only)

- 13) Re-bagging contents of unserviceable bags to loose grains into bags to a prescribed weight and stacking in the godowns as per clause XIX II(16):

a)	Upto 10 high	Rs. 42.00 (Rupees forty two only)	Rs. 84.00 (Rupees eighty four only)	Rs. 126.00 (Rupees one hundred twenty six only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 48.00 (Rupees forty eight only)	Rs. 96.00 (Rupees ninety six only)	Rs. 144.00 (Rupees one hundred forty four only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)	--	Rs. 108.00 (Rupees one hundred eight only)	Rs. 162.00 (Rupees one hundred sixty two only)
d)	Upto 25 high (for actual number of bags stacked over 16 high) OR	Rs. 54.00 (Rupees fifty four only)	--	--
	For loading into wagons trucks / any other vehicle or placing the foodgrain bags outside the godown in a countable position	Rs. 48.00 (Rupees forty eight only)	Rs. 96.00 (Rupees ninety six only)	Rs. 144.00 (Rupees one hundred forty four only)
14	Additional Charges for loading / unloading of open wagons (as per Clause XIX Part-II(17) Rates per 100 bags	Rs. 6.00 (Rupees six only)	Rs. 11.70 (Rupees eleven and paise seventy only)	Rs. 18.00 (Rupees eighteen only)
15	Additional charges for loading / unloading of box wagons (as mentioned in Clause XIX Part-II(18). Rate per 100 bags.	Rs. 11.70 (Rupees eleven paise seventy only)	Rs. 23.40 (Rupees twenty three paise forty only)	Rs. 36.00 (Rupees thirty six only)

- 16) For breaking up the stacks and restacking of breaking / carrying from the katcha stacks on platform / ground / verandah / godown by Head Loads and stacking as per Clause XIX Part-II(19).

i) IN THE SAME GODOWN :

a)	Upto 10 high	Rs. 24.00 (Rupees twenty four only)	Rs. 48.00 (Rupees forty eight only)	72.00 (Rupees seventy two only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 30.00 (Rupees thirty only)	Rs. 60.00 (Rupees sixty only)	Rs. 90.00 (Rupees ninety only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)	--	Rs. 72.00 (Rupees seventy two only)	Rs. 108.00 (Rupees one hundred eight only)

d)	Over 20 high and upto 25 bags high (for actual No. of bags stacked)	--	Rs. 84.00 (Rupees eighty four only)	--
e)	Over 25 high (for actual number of bags stacked)	--	Rs. 96.00 (Rupees ninety six only)	--

ii) IN ANOTHER GODOWN :

a)	Upto 10 high	Rs. 30.00 (Rupees thirty only)	Rs. 60.00 (Rupees sixty only)	Rs. 90.00 (Rupees ninety only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 36.00 (Rupees thirty six only)	Rs. 72.00 (Rupees Seventy two only)	Rs. 108.00 (Rupees one hundred eight only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)	--	Rs. 84.00 (Rupees eighty four only)	Rs. 126.00 (Rupees one hundred twenty six only)
d)	Upto 25 high (for actual number of bags stacked over 16 high)	Rs. 42.00 (Rupees forty two only)	--	--

## 17) For removing / collecting scattered bags of foodgrains and stacking them (as per Clause XIX, Part –II(20))

a)	Upto 10 high	Rs. 18.00 (Rupees eighteen only)	Rs. 36.00 (Rupees thirty six only)	Rs. 54.00 (Rupees fifty four only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 24.00 (Rupees twenty four only)	Rs. 48.00 (Rupees forty eight only)	Rs. 72.00 (Rupees seventy two only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)	--	Rs. 60.00 (Rupees sixty only)	Rs. 90.00 (Rupees ninety only)
d)	Upto 25 high (for actual number of bags stacked over 16 high)	Rs. 30.00 (Rupees thirty only)	--	--

18.	Removing / Collecting empty bags, bundling them & stacking bundles in the godowns (as per clause-XIX part – II (20))	Rs. 18.00 (Rs. Eighteen only for 100 bags)	--	--
19.	For stenciling of bags (as per Cl. XIX part – II (21))	Rs. 18.00 (Rs. Eighteen only per 100 bags)	--	--

**Supply of Casual Labour**

20. As per rates indicated at service clause.

21. For loading / unloading of crates, tarpaulins, gunny bales &amp; fumigation covers etc., as per clause XIX part – II (23)

	Wooden crates	Rs. 18.00	(Rs. Eighteen only per 100 crates)
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	Tarpaulins	Rs. 0.45	(Rs.Nil & Forty five paise only per tarpaulin)
	Gunny Bales	Rs. 4.50	(Rs. Four & Paise fifty only per bale)
	Jute Twine Bale	Rs. 3.00	(Rs. Three only per bale)
	Fumigation cover	Rs. 2.25	(Rs. Two & paise Twenty Five only per cover)
	Gunny Bundles	Rs. 0.90	(Rs. Nil & paise ninety only per bundle)

**NOTE :**

The rate of transport of foodgrains quoted in proceeding schedules for items 2, 6 & 7 is subject to the following terms and conditions :-

1. The rate for transport of foodgrains etc., is on the basis of net weight of foodgrains.
2. No separate remuneration will be payable for part of gunnies as the remuneration therefore shall be deemed to be included in the rates for transport of net weight of foodgrains.
3. The transport charges are payable for the distance covered by loaded lorries / any other vehicle and not for distance covered on return journey or from garage to place of loading or back to garage. Payment on net weight basis envisaged in the note above applies to handling operations also.
4. No. % rate is allowed on S.O.R. item 2 & 2a for transportation and only flat rate per M.T. shall be quoted.
5. The distance will be reckoned as fixed by the Chief Engineer PWD or any officer nominated by him or by the GENERAL MANAGER / Deputy General Manager, Food Corporation of India or checked by an officer acting on his behalf rounded off to the nearest 0.50 KM (applicable to item No. 7).
6. No compensation shall be admissible to the contractors in respect of the detention of trucks, any other vehicle at godowns, railheads, railway siding or any other loading / unloading points or any other places unless such detention be of extraordinary kind and the decision of the GENERAL MANAGER and also such claims shall be final both as regards the admissibility and the amount, if any of compensation.
7. No compensation shall be admissible to the contractors on account of non-availability of work sufficient to engage the number of trucks / carts.
8. The weight of bags of foodgrains etc., loaded / unloaded into / from trucks / carts or any other vehicles / wagons at the railhead/ godowns other loading / unloading points shall be worked out on the basis of cent percent weighment if bags are non-standardised and on a check weighment of percentage of bags not exceeding 10% if the bags are standardised, before being loaded / unloaded. The representative of the contractors shall be present at the time of

checking of weights at the loading / unloading points etc., The weight of bags can be arrived at either by weighing the entire loaded lorry over the lorry weighbridge wherever available and deducting the tare weight of the lorry or by means of weighment over platform / beam scales of bags at the time of loading or unloading.

9. No separate remuneration shall be paid for collecting bagging and removal of process waste, ( i.e. Chaff, etc.)
10. The rate for item 5 of the schedule of rates is applicable to godowns situated at a considerable distance from the railway siding in the same premises which have been indicated in the invitation to tender (under place of operation) and in the general information furnished in Appendix - I . This rate includes the remuneration for loading into and unloading from trucks and will be paid in addition to the rate fixed for service item No. 3 or 4 when the GENERAL MANAGER is satisfied that the trucks are actually engaged for carrying the bags from the Railway siding. The decision of the GENERAL MANAGER, regarding the admissibility of this claim shall be final and binding on the contractors.
11. Transportation charges shall be on point to point basis and not on percentage basis. To arrive L1, the over all per MT rate for both handling and transportation (handling charges to be converted to per MT rate) shall be reckoned.

**APPENDIX - IV**

**TENDERER'S**

FROM

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

- 1) Telegraphic Address
- 2) Telephone No.  
(if available)
- 3) Fax / Mobile No.  
If available

To  
The GENERAL MANAGER  
Food Corporation of India,  
Regional Office,  
Bangalore - 560 041.

Dear Sir,

1. I / We submit the sealed tender for appointment as loading / unloading / handling and transport, etc., contractors at Food Corporation of India Depot / Godown at **FSD-MYSORE & RAIL HEAD MYSORE.**
2. I / We have thoroughly examined and understood instructions to tenderers, terms and conditions of contract given in the invitation to tender titled as General information and those contained in the general conditions of contract and its appendixes and schedules and agree to abide by them. I / We offer to work :-
  - i) At the rate given in the schedule of rates for services except item 2 and 2a or
  - ii) At ..... % (.....) (indicate percentage in words) above the rates given in the schedule of rates for services except item 2 and 2a or
  - iii) At .....% (.....) (indicate percentage in words) below the rates given in the schedule of rates for services ; except item 2 & 2a and it is confirmed that no other charges would be payable to me / us.
  - iv) I offer to attend transportation work from RH, MYSORE. To FSD MYSORE. (on point to point basis) & vice versa at Rs. .... per MT (N) (Rupees ..... per MT only)
  - v) Internal Transportation within the depot premises rate per tone Rs. .... (Rupees .....per MT only). Internal movement being very rare this rate will not be computed for arriving at L.T. (Lowest Tenderer) ;

and it is confirmed that no other charges would be payable to me / us.

3. I / We agree to keep the offer open for acceptance upto and inclusive of **07.01.2010** and to the extension of the said rate by thirty (30) days in case it is so decided by the GENERAL MANAGER. I / We shall be bound by communication of acceptance of the offer despatched within the time and I / We also agree that if the date upto which the offer would remain open be declared a holiday for the corporation the offer will remain open for acceptance till the next working day.
4. Demand / Draft No. .... dated ..... on the State Bank of India for Rs. .... (Rupees .....only) is enclosed as Earnest Money. In the event of my / our tender being accepted, I / We agree to furnish a Security Deposit as follows ..... (here indicate the manner in which the security is deemed to be furnished).
5. I / We do hereby declare that the entries made in the tender and appendices / schedules attached therein are true and also that I / We shall be bound by the act of my / our duly constituted attorney Shri ..... whose signature is appended here to in the space specified for the purpose and any other person who in future may be appointed by me / us in his stead to carry on the business of the concern, whether any intimation of such change is given to the GENERAL MANAGER, Food Corporation of India or not.
6. The following documents are enclosed along with this tender ..... duly filled and signed.
- a) Document I
- b) Document II
- c) Document III
- d) Document IV

Yours faithfully,

(Signature of Tenderer)  
Capacity in which signing

Name :

Address :

Date :

Signature of constituted attorney :

Name, date of birth and

Address of attorney :

Signature of witness with date :

Name and address of witness :

**HERE PASTE THE COUPON OR RECEIPT IN CASE  
TENDER IS SUPPLIED ON PAYMENT.**