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सेवा में

1. सभी उपायुक्त हरियाणा राज्य में।
2. सभी जिला खाद्य एवं आपूर्ति नियंत्रक हरियाणा राज्य में।

यादि कमांक: एस.ओ.एम.पी-1-2019/ 1182
दिनांक चण्डीगढ़ 17/1/2019

विषयः- रबी तथा खरीफ 2019-20 की फसलों की हैण्डलिंग के लिए श्रम ठेकेदार नियुक्त ई-टैण्डरिंग के माध्यम से करने बारे।

उपरोक्त विषय के सन्दर्भ में।

1. रबी तथा खरीफ 2018-19 की फसलों की हैण्डलिंग के लिए नियुक्त किये गये श्रम ठेकेदारों की कार्यावधी दिनांक 31.3.2019 को समाप्त होने जा रही है। इसलिए हरियाणा राज्य की सभी मण्डियों में रबी तथा खरीफ 2018-19 की फसलों की हैण्डलिंग के लिए नये सिरे से श्रम ठेकेदार नियुक्ति ई-टैण्डरिंग के माध्यम से करने का निर्णय लिया गया है जिसकी कार्यवाही शीघ्र की जानी आवश्यक है। इस सन्दर्भ में टैण्डरदाताओ से आपने अपने जिले में ऑन लाईन टैण्डर आमत्रिंत करने के लिए ''टैण्डर नोटिस'' समाचार पत्रो मे प्रकाशित करवाने हेतु मुख्यालय स्तर पर आवश्यक कार्यवाही की जा रही है तथापि जिला स्तर पर भी खुला प्रचार किया जाना अत्यन्त आवश्यक है। अत: आपसे अनुरोध है कि आप अपने स्तर पर खुला प्रचार-स्थानीय समाचार पत्रो द्वारा, सभी सम्बन्धित कार्यालयो जैसा कि सभी खरीद एजैन्सियों, मार्किट कमेटी, Municipal Committee, पचांयत घरो व खरीद केन्द्रो आदि के नोटिस बोर्डो पर टैण्डर नोटिस को चस्पा कर करें। जिलावार टैण्डर आमत्रिंत करने के लिए टैण्डर नोटिस की प्रति भी आपको आवश्यक कार्यवाही हेतु भेजी जाती है।

2. श्रम ठेकेदारो की नियुक्तियों के लिए राज्य की खरीद एजैन्सीवार/जिलावार/मण्डीवार संयुक्त टैण्डर आर्मत्रित करने तथा इनके अन्तीकरण के लिए जिला टैण्डर कमेटीयों का गठन भी पूर्व वर्षो की तरह निम्न प्रकार से किया गया है तथा कमेटी का कार्य टैण्डर की शर्तो में व्यख्यित किया हुआ है:-

1.	उपायुक्त	अध्यक्ष
2.	राज्य की खरीद एजैन्सियों के जिला प्रबन्धक	सदस्य
3.	जिला खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामले नियंत्रक	सदस्य सचिव

3. *वर्ष 2018-19 की रबी तथा खरीफ की फसलों की हैण्डलिंग के श्रम कार्यो के बेसिक दरों (एस.ओ.आर) का विवरण जो कि अनुबन्ध 'ए' में है, साथ सलंग्न है। इस अनुबन्ध के भाग-1 के श्रम कार्य व इनके दर मार्किट बाई लॉज अनुसार मुख्य प्रशासक, हरियाणा राज्य कृषि विपणन बोर्ड द्वारा अलग से निधारिंत किये हुए है। इसलिये इन मदो के दर टैण्डरों के माध्यम से प्राप्त किये जाने की आवश्यकता नही है।* अनुबन्ध-ए के भाग-2 के श्रम कार्यो के बेसिक दरों पर टैण्डरों के माध्यम से दर से मांगे जाने है तथा टैण्डरदात्ताओं द्वारा भाग-2 के श्रम

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कार्यो के बेसिक दरों पर अपने दर **quote** किये जाने है। यहां यह व्यक्त करना भी अत्यन्त आवश्यक है कि श्रम ठेकेदारों/श्रम यूनियनों के बैसिक शेडयूल की दरों में वृद्धि करने के निरन्तर अनुरोध के फलस्वरूप, वर्ष 2011-12 में बैसिक शेडयूल के भाग 2 (अनुबन्ध 'ए' अनुसार) की दरों में वृद्धि की गई थी। जिसमें कम संख्या 3 व 8 n) की दरें एक समान रेट से निर्धारित की जानी थी परन्तु लेखकीय त्रुटि के कारण इन दोनों मदों की दरें एक समान निर्धारित नहीं हो पाई। इस भिन्नता के ज्ञात होने पश्चात् मुख्यालय द्वारा बैसिक शेडयूल की संशोधित दरों के निर्धारण हेतु गठित कमेटी के ध्यान में यह मामला लाया गया तथा कमेटी का इस बारे सर्वसम्मति से निर्णय था कि कम संख्या 8 n) के रेट कम संख्या 3 अनुसार ही निर्धारित होने चाहिये। तदानुसार, माननीय महानिदेशक (खाद्य) की स्वीकृति उपरान्त पत्र संख्या SOMP-1-2011/29305 dated 28-12-2011 द्वारा इन दरों में संशोधन बारे आवश्यक corrigendum जारी कर दिया गया है।

4. पूर्व वर्षो की तरह वर्ष 2019-20 के लिए सबसे कम दर देने वाले टैण्डरदाता/टैण्डरदाताओ से ही नैगोसिएशन करें। परन्तु यदि उसके दर resonable/competetive/workable न हो तो टैण्डर कमेटी, टैण्डर की शर्तो अनुसार कार्यवाही करें। टैण्डर कमेटी यह भी सुनिश्चित करे कि प्रत्येक मण्डी के टैण्डर दर राज्य की खरीद एजैन्सीयों के दर से very close to each other हों।

5. वर्ष 2019-20 के लिए नियुक्त किये जाने वाले श्रम ठेकेदारों की नियुक्तियों बारे टैण्डर की शर्तो एवं ईकरारनामे का प्रारूप साथ सलंग्न किया जाता है। टैण्डर की शर्तो में उक्त व्याखित तथ्यों के अतिरिक्त अन्य तथ्य, जिन के अनुसार टैण्डर आमंत्रित तथा उन का अन्तीकरण किया जाना है, विस्तृत रूप से व्याखित किये गये हैं। अतः टैण्डर कमेटी, "टैण्डर आमंत्रित एवं उन का अन्तीकरण" टैण्डर की शर्तो अनुसार करने की कार्यवाही करे। सभी जिला खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामले नियंत्रक यह भी सुनिश्चित करें कि ठेकेदारों से टैण्डर की शर्तो अनुसार इकरारनामा **(on proper stamp paper)** किया गया हो तथा उन द्वारा हस्ताक्षरित (प्रत्येक पृष्ठ) टैण्डर की शर्तें, इकरारनामें के साथ रखी गई हों।

6. वर्ष 2019-20 हेतु श्रम ठेकेदारों की नियुक्ति के लिए निर्धारित **terms and condition** के अतिरिक्त **pre-qualification** की **conditions** निम्न अनुसार निर्धारित की गई हैः-

I लेबर ठेकेदार अपने पास दस ट्रक होने का सबूत, ट्रक की आर.सी. की प्रतियों के साथ देगा या फिर ट्रक यूनियन/कम्पनी के साथ दस ट्रक उपलब्ध करवाने का समझौता पत्र देगा।

II लेबर ठेकेदार द्वारा सम्बन्धित उपायुक्त या खरीद संस्थाओ के मुखिया से पूर्व किये गए कार्य की सन्तुष्ट का प्रमाण पत्र देना होगा।

III टैण्डरदाता के नाम पर रिहायशी मकान के इलावा अचल सम्पत्ति की कीमत कम से कम 10 प्रतिशत दिए जाने वाले ठेके की कीमत की होनी चाहिए।

IV ठेकेदारों से वर्तमान धरोहर एवं प्रतिभूति की राशी में परिवर्तन करके ठेके की कीमत के आधार पर धरोहर राशी 5 प्रतिशत तथा प्रतिभूति की राशी 10 प्रतिशत होनी चाहिए। इन राशियों को प्राप्त करने का आधार पूर्व वर्ष में ठेके पर किये गये कार्यो की कीमत है।

V मण्डी से स्टाक उठान (Lifting) की सीमा 72 घण्टे निर्धारित की जाए और यदि 72 घण्टे में स्टाक नही उठाया जाता है तो शेष स्टाक पर 100/-रू0 प्रति ट्रक जुर्माना लगाया जाए।

V1 लेबर ठेकेदार के पास लेबर कार्य के लिये पर्याप्त लेबर होनी चाहिये।

7. वर्ष 2019-20 में श्रम ठेकेदार के द्वारा खाद्यान्नो की ढुलाई का कार्य केवल परिवहन के अधिकृत माध्यम/साधन द्वारा किया जायेगा।

8. वर्ष 2019-20 हेतु श्रम व परिवहन दरों की स्वीकृतियों को जारी करने के लिए पृष्ठाकंन क्रमांक एस.ओ.एम.पी.-1-2006/5739 दिनांक 31.3.2006 द्वारा सभी उपायुक्तों को निम्न शक्तियां delegate की गई हैः-

Sr. No. of Appendix-I (Part-A) of PR A/cs Mannual Part-I	Nature of powers	To whom delegated	Extent
9	To sanction proforma of mandi charges	Additional Director/Joint Director/Deputy Director/Deputy Commissioner of the concerned District.	Full powers subject to the following conditions:- (i) The rates are settled by inviting tender by the Tender Committee as per policy on the subject. (ii) The rates are competitive and reasonable.

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25	To sanction transport charges in respect of foodgrains and other articles transferred from one place to another and approval of contracts with the transport companies regarding the rates from road transport.	Additional Director/ Deputy Commissioner of the concerned District.	Full powers subject to the following conditions:- (i) The rates are settled by inviting tenders by the Tender Committee as per policy on the subject. (ii) The rates are competitive and reasonable. (iii) The payment is made on per quintal per kilometer basis.

वर्ष 2019-20 में खाद्य हेतू श्रम एवं ढुलाई हेतू ई-टैण्डर की प्रक्रिया में अनाज मण्डी आढती एसोसिएशन जहाँ भी वह यह कार्य स्वंय करना चाहे तों उन्हे उपरोक्त ठेका दिया जाए। इस अवस्था में उन पर टैण्डर में दिए गए नियम व शर्ते के बिन्दू न0 5 का भाग (ii) तीन साल के अनुभव की शर्त लागू नही होगी।

अत: आपसे अनुरोध है कि उपरोक्त अनुसार केन्द्र वार श्रम एवं ढुलाई की दरो की स्वीकृतियां सम्बन्धित जिला उपायुक्त के अनुमोदन उपरान्त जारी करने हेतु आवश्यक कार्यवाही करने का कष्ट करें और तत्पश्चात् मुख्यालय को इस स्वीकृति की प्रति/आवश्यक सुझाव (यदि कोई हो) भिजवाना सुनिश्चित करें। कृप्या इसे परम अग्रता प्रदान करें।

अतिरिक्त निदेशक (खरीद),
कृते: निदेशक खाद्य नागरिक आपूर्ति तथा
उपभोक्ता मामले विभाग, हरियाणा।

पृ0 क्रमांक: एस.ओ.एम.पी-1-2019/ 1183 दिनांक चण्डीगढ़ 17/1/2019

उपरोक्त की एक प्रति प्रबन्ध निदेशक, एच.डब्लयू.सी, कॉनफैड, हैफेड, हरियाणा एग्रो ईण्ड. तथा मुख्य प्रशासक, हरियाणा राज्य कृषि विपणन बोर्ड, पंचकुला को सूचनार्थ एवं आगामी कार्यवाही हेतु प्रेषित है। वर्ष

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2018-19 की रबी तथा खरीफ की फसलों की हैण्डलिंग के श्रम कार्यो के ठेकेदारों की नियुक्तियों के लिये तैयार की गई टैण्डर की शर्ते एवं इकरारनामे के प्रारूप की प्रति भी सूचनार्थ संलग्न है।

अतिरिक्त निदेशक (खरीद),
कृतेः निदेशक खाद्य नागरिक आपूर्ति तथा
उपभोक्ता मामले विभाग, हरियाणा।

पृ0 कमांकः एस.ओ.एम.पी-1-2019/ 1184
दिनांक चण्डीगढ़ 17/1/2019

उपरोक्त की एक प्रति मण्डल आयुक्त, अम्बाला, रोहतक, हिसार एवं गुड़गांव को सूचनार्थ एवं आगामी कार्यवाही हेतु प्रेषित है।

अतिरिक्त निदेशक(खरीद),
कृतेः निदेशक खाद्य नागरिक आपूर्ति तथा
उपभोक्ता मामले विभाग, हरियाणा।

पृ0 कमांकः एस0ओ0एम0पी-1-2019/ 1185 दिनांक चण्डीगढ़ 17/1/2019

उपरोक्त की एक प्रति M/s Nextender (india) Pvt. Ltd. O/o DS&D Haryana, SCO-09, 2nd floor, Sector-16, Panchkula-134108, सूचनार्थ एवं आगामी कार्यवाही हेतु प्रेषित की जाती है।

अतिरिक्त निदेशक (खरीद),
कृतेः निदेशक खाद्य नागरिक आपूर्ति तथा
उपभोक्ता मामले विभाग, हरियाणा।

पृ0 कमांकः एस.ओ.एम.पी-1-2019/ 1186 दिनांक चण्डीगढ़ 17/1/2019

उपरोक्त की एक प्रति मुख्यालय के सभी अधिकारियों को सूचनार्थ एवं आगामी कार्यवाही हेतु प्रेषित है।

अतिरिक्त निदेशक (खरीद),
कृतेः निदेशक खाद्य नागरिक आपूर्ति तथा
उपभोक्ता मामले विभाग, हरियाणा।

पृ0 कमांकः एस.ओ.एम.पी-1-2019/ 1187 दिनांक चण्डीगढ़ 17/1/2019

उपरोक्त की एक प्रति निम्नलिखित को वितायुक्त एवं प्रधान सचिव (खाद्य) एवं निदेशक (खाद्य) के सूचनार्थ प्रेषित है:-

1. पी.एस/अतिरिक्त मुख्य सचिव, (खाद्य),
2. पी.एस./निदेशक (खाद्य)।

अतिरिक्त निदेशक (खरीद),
कृतेः निदेशक खाद्य नागरिक आपूर्ति तथा
उपभोक्ता मामले विभाग, हरियाणा।

2nd Floor, 30 Bays Building, Sector: 17-B, Chandigarh/दूसरी मंजिल, 30 बेज बिलडिंग, सैक्टर-17-बी, चण्डीगढ
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Government of Haryana/हरियाणा सरकार
Directorate of Food Civil Supplies and Consumer Affairs.
खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामलें, निदेशालय

Terms and Conditions of Labour & Cartage Tenders Food Civil Supplies & Consumer Affairs Department Haryana.

1. **Submission of the e-Tender documents:** The tender shall have to deposit amount of Rs. 500/-plus E-Service charges of Rs. 1000/- of e-tender: sale of Tender shall start on .... at 5:01 PM and on .... at 5:00PM.
   Opening of Tender: Technical bids shall be opened on .... at 2:00 and the Financial Bids of the tenderer who qualify in the Technical Bids be opened on .... at 04;00PM. These Bids shall be opened at respective circle offices in the presence of the tenderer who may with present.

2. **Tenderers should submit both the tender bids i.e. "Technical Bid" and "Financial Bid" Only Electronic from (Refer Tender documents). Financial Bid Proposal shall be submitted mandatorily online under commercial Envelope and original not to be submitted manually).**
   Bid shall be accompanied by an earnest money through RTGS as per bank details given below:-

Name of beneficiary	DFCS&CA
Account No.	
Name of Bank	
IFSC Code	

3. Each Tnchnical Bid must be accompanied by an earnest money ie.e.5% of the total cost of contract of previous year, of mandi which tender is to be submitted thorugh RTGS.

4. Each tenders must be accompanied by the earnest money i.e. 5% of the total cost of contracts of prvious year of mandi for which tender is to be submitted through RTGS.Tnder not accompanied with the requisite amount of earnest money will be rejected. The amount of earnest money of the unsuccessful tenderer will be refunded within 5 working days from the date of tender except L2 &3 L who's EMD will be refunded within 15 working days.

5 DFSC will be refunded within (i) Tenderer will submit the proof (copy of R.C of truks/vehicles) of physical availability of at least 10 trucks with his e-tenderiing for the mandies where procurement agency will procure upto 10,000 MT, 20 trucks upto 20,000 MT, 30 trucks upto 30,000 MT and 40 trucks upto 40000 MT and above. These trucks should be registered in the name of tenderer, Firm or partners of the partnership firm or he/she should have agreement with any transport company/truck owners having trucks in their own name will be accepted with proof of ownership) The contractor will be bound to provide additional vehicles on demand of procuring agencies for clearance of mandis as per procurement policy. In case of failure the work will be executed at the risk and cost of the transporter/contractor and will be black listed for future work with any procurement agency. Agreement/assurance from any truck union for providing trucks will not be accepted as proof of physical availability of trucks.

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(ii) The Anaj Mandi Arthi Association may also participate in the transportation work after quoting the rates in e-tender. The Condition of three years experience will not be applicable in case of Mandi Association.

(iii) Tenderer will submit a certificate of satisfactory work done during previous/last three years from the concerned DFCS&CA/DM of the central/state procurement agency having detail of volume of work done in the mandies. Out of these three years the tenderer should have handled the work in any one year equivalent to work to be allotted in the mandi for which he/she is submitting the tender. Further, the experience of individual partner of any firm will be considered for the experience required if it is equal to the required experience for that tender.

(IV) Tenderer will submit the detail of immovable property not less than 10% of the cost of work to be allotted along with documentary proof and will also submit the valuation certificate of property from any valuer. The immovable property in the shape of residential house will not be accepted.

6. The conditional tenders will not be entertained and shall summarily be rejected by the District Tender Committee.

7. The Distt. Tender Committee reserves the right to negotiate with the lowest valid tenderer/tenderers (L-1) in the light of provision contained in section 8. In case, the Tender Committee considers that the negotiated rates are not reasonable, the Committee will cancel and re-invite the tenders. It should be the endeavor of the Tender Committee that the rates at particular purchase centre/mandi are very close to each other for all procurement agencies. It should be assessed by taking into consideration the distance of storage point from mandi/purchase centre for each procurement agency from that mondi.

8. The District Tender Committee reserves the right to accept/reject any/all tenders without assigning any reason. After the final acceptance of the tender by the tender committee, no request for further increase of rate for any operation shall be entertained.

9. The successful tenderer shall deposit the amount of security i.e. 10% of the total cost of contract of previous year, within three working days of the acceptance of his tender by the Tender Committee. The security will be deposited in the office of the DFCS&CA/DM concerned in the District. The earnest money deposited by successful tenderer shall be adjusted in the security amount.

10. The successful tenderer shall also execute an agreement on a stamp paper with the DFCS&CA/DM concerned within 5working days of the acceptance of his tender. He/they shall

also furnish two sureties each of equal amount of security, as above, from two reputed local persons/arthias possessing sufficient immovable property. In case of his/their failure to do so the amount of earnest money shall stand forfeited and he/they will be black-listed and debarred for allotment of any work of the State Procurement Agencies in future.

11. In case the lowest tenderer fails to deposit the requisite amount of security and fulfill requisite formalities as above, the DFSC/DM of the concerned agency will be competent to make an offer to the next lowest tenderer L2& L3 with prior concurrence of the concerned Deputy Commissioner. In this regard the clauses are including:-

(a) *Earnest money of two other lowest bidders (L2 and L3) should not be returned for 15 days so that quotes of L2 and L3 can be considered in case of default of first tenderer (L1).*

(b) *Offers will be made to L2 to work at L1 rates in the eventuality of L1 not being able to work as per the terms and conditions of tenders. In case L2 is willing to work at L1 rates, he will be allotted the balance work. In case of unwillingness of L-2, offer will be made to L3 to work at L1 rates. In case L3 is willing, L3 will be allotted the work at L1 rates. Should L3 not be willing, then negotiation will be held with L2 and if the rates of L2 are unreasonable, the authorities will be free to make a counter offer to L2 and if this is not accepted, the discussions with L2 will be terminated and similar negotiations will be entered with L3. The authorities may quote a counter offer here also as in the earlier case if L3 rates are unreasonable or the subsequent rates quoted by L3 are felt to be unreasonable or high. In case there is no acceptance of counter offer or if the rates in negotiations are too high, the committee may cancel the tender. Fresh local tenders will be called, if necessary, giving 24 hours notice.*

There will be no earnest money for new contracts in case the earlier contract is cancelled on the above account.

(c) *However, any new contracts in case of any emergency will be awarded only after the emergency or urgency is properly justified with the approval of the Deputy Commissioner or by the local committee constituted by him.*

(d) *Calling of fresh tenders by short notice in case of emergency will be through simultaneous methods of telegrams, munadi, sending mandi peon as courier to hand over the notice to the local contractors and obtaining their signatures wherever possible.*

12. If the successful tenderer, after depositing security amount, resigns from his offer and does not come forward for entering into an agreement with the concerned Procurement Agency within the stipulated period, then his security amount shall stand forfeited and concerned

Procurement Agency will be at liberty to get the work done at his risk and cost or do the agreement with L-2 at L-1 rates.

13. If the successful tenderer after depositing security amount and entering into an agreement with the concerned State Procurement Agency, fails to undertake the work or refuses to work or make default in proper fulfillment of the conditions of the Agreement, or leave the work in between, the security deposited by him shall stand forfeited and he will be black listed besides being debarred from allotment of any work of the State Procurement Agencies in future. In addition, the Department/Agency shall be competent to get the remaining work carried out on the prevailing market rates/ by appointing regular contractors at the risk and cost of the defaulting contractor, by serving him with one day's notice and in that case extra amount incurred by the Department/Agency shall be recoverable from the defaulting contractor from his security and pending bills. In case any amount still remains recoverable, that would be recovered from the two sureties given by the contractor. In case the recoverable amount from the defaulting contractor still remains after the above adjustment, the exceeded amount shall be recovered from the defaulter contractor as arrears of land revenue.

14. The successful tenderer will not be responsible for delays which may arise on account of reasons beyond his control of which the Director Food Civil Supplies & Consumer Affairs Department/MD of the concerned procurement agency shall be the final judge. Strikes by contractor's workers on account of any dispute between the contractor and his workers as to wages or otherwise will not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage caused to Procurement Agency on this account.

15. The contractor shall have to execute all the work to the full satisfaction of the Department/Agency. Directions for proper execution of the contract or for speedy and careful handling of foodgrains and stock articles, issued in this behalf by DFSC/DM or his representative shall be binding on him.

16. The successful tenderer shall ensure proper building of stacks having adequate alleyways in the godowns/CAP storage of the concerned Procurement Agency as per the instructions given by their Staff. He/they shall squarely be responsible for any type of shortages of bags found from within the stacks at any subsequent stage. He/they shall also ensure that the stacks built by his/their labour are stable and do not tilt/fall. In case it happens, he/they shall be liable to get the same restacked at his/their own cost within 24 hours.

17. The successful tenderer is bound to lift the food-grains from the mandis on a day-to-day basis but not later than 72 hours otherwise Rs.100/- per truck will be charged as penality on the remaining stocks lifted after 72 hours. In case he fails to do so, the services of Arthia or any other source will be utilized by the Department/Agency without issuing any notice to the contractor and payment of such operations carried out by Arthia/other source, will be made by the Agency directly to Arthias/ other source and the contractor shall have no objection or claim in this regard. By utilizing the services of arthias, the contractor will not be absolved of his liabilities/obligations under the risk and cost clause above for foodgrains lifted by engaging any other person/mode of conveyance, the extra expenditure payable by the procuring agency shall be recoverable from defaulting labour contractor in 24 hours.

18. The successful tenderer shall be liable to do the job of handling and local cartage work for the stocks/stock articles being received/sent from/to other centres. Contractor shall have no objection for utilizing the services of own vehicles by Government / Agencies/Societies of HAFED for procurement/lifting of stocks/stock articals.

19 All persons employed by the contractor shall be engaged by him as his own employees/workers in all respects and the responsibility under the Indian Factories Act or the Workmen's Compensation Act 1923 or Employees Provident Fund Act or any other similar enactments in respect of all such personnel/labour shall be only that of the contractor. The contractor shall be bound to indemnify the agency against all claims whatsoever in respect of the said personnel/labour under the Workmen's Compensation Act 1923 or any statutory modification thereof or otherwise in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the contractor or not.

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20 The successful tenderer will be governed by the laws of land for the time being in force in India.

21 The successful tenderer shall comply with or cause to be complied with all the labour regulations enactments/laws made by the State Government and the Central Govt. from time to time in respect of payment of wages of the workers/labour and all related matters.

22 The successful tenderer shall nominate/authorize in writing one or more responsible representatives who will act on his behalf in day-to-day working of the contract. The labour contractor or his representative shall contact to the office in-charge of the agency or any other officer/official acting on behalf of the agency and take instructions regarding the work to be carried out on a day-to-day basis.

23 The successful tenderer shall take adequate steps and necessary precautions to avoid wastage and damage to the foodgrains during handling and transportation of stocks. The contractor shall be liable for any loss which the agency may suffer during handling and transportation of stocks.

24 The successful tenderer will provide adequate number of stitchers and sweepers at his own cost at all loading/unloading and other operational points to carry out minor repairs with twine to the leakage of bags.

25\. The successful tenderer shall collect all sweepings and spillings of food-grains at all loading/unloading and other operational points and fill them after cleaning if necessary in slack bags or in other empty bags supplied by the agencies and firmly stitch them with at least 16 stitches. The twine/thread for this purpose shall be provided by the agencies.

26 Deduction of Income Tax and surcharge, if any, applicable shall be made at source as per law. It shall be the responsibility of the contractor to comply with the provisions of the Income Tax Act.

27 The security will be refunded only after the successful execution of the contract the security will be refunded on completion of internal audit of accounts for that period and if nothing is found due against him.

28 The contractor shall be liable to provide the basic facilities such as health, ESI, and Compensation etc. as per exiting law to the labourers. The contractor shall be liable to deduct and deposit at source as per rules. Further the labour contractor will be bound to pay wages as per minimum Wages Act, fixed by the Competent Authority from time to time and shall furnish an affidavit to the concerned DFSC/DM of the Agencies that the payment has actually been made to the labourers for the work done by them as per wages Act. Admissible overtime will also be payable as per rules.

29 That the labour contractor shall have no claim for handling of foodgrains stocks in the godowns under FCI guarantee scheme.

30 In case it is considered by the procuring agency that the payment made to the contractor on tendered rate is higher than the market prevailing rates, the differential amount will be recovered from his pending claims/security or otherwise.

31 In case the stocks are stored/delivered to FCI other than the purchase centre/mandi and the cartage rates are higher than the local transportation union rates/rates fixed by the DC/Department, the payment shall be restricted as per local transportation rates/rates fixed by DC/Department.

32 The work of operations contained in the Part-I of Annexure-A i.e. filling, sewing, weighing, stitching (manual machine stiching), marking on bags, temporary stacking & loading of bags on to the trucks/trolley from mandi will be given to mandi arthia association as per rates fixed by the HSAMB. They will execute agreement with DFSC/DM of concerned agency before the scheduled date of opening of tender by District Tender Committee.

Further in Kharif Marketing Season the work of labour operation of paddy i.e. loading from mandi, cartage upto 8km. and unloading will be carried out by the rice millers at their own level or as per decision of the state Govt. from time to time and remaining operations i.e.

filling of bags, weighment of bags, sewing, marking of bags and temporary stacking will be given to the Arthia association at the rates fixed by the HSAMB.

33 The Kaccha Arthia Association may also participate in tender and quote their rates for the operations as contained in part-II of the Annexure-A.

34 In case any dispute arises between the contractor and the State Procurement Agencies, the matter will be referred to the Director Food Civil Supplies and Consumer Affairs/M.D. of the concerned agency or his nominee for adjudicating the matter of dispute under the provisions of Arbitration and Conciliation Act, 1996 and his decision shall be binding on both the parties.

35. E-Tenderer may clearly mentioned their bank account no., name of bank and its branch along with IFSC code for refund of EMD in proforma'x' given with technical bid value as per notification issued by concerned State Govt. from time to time.

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Proforma of Agreement

1. This agreement is made on __________day of ___________month of __________year between Sh./M/s _________________ (hereinafter called the first party and DFCS&CA/DM/Manager of the concerned State Procurement Agency (hereinafter called second party).

2. The first party agrees to work as mandi labour contractor in respect of ________________mandi for doing various labour/local cartage works as per terms of the tender (enclosed).

3. That the second party has given approval of the rates given as under for which first party has agreed to work on such rates.

Part-I	As per schedule rate
Part-II	_____%age above/below/at par of schedule rate

4. This agreement is valid upto 31.3.2020.

5. In case any dispute arises between the contractor and the State Procurement Agency, the matter will be referred to the Director Food and Supplies/M.D. of the concerned agency or his nominee for adjudicating the matter of dispute under the provisions of Arbitration Act, 1996 and his decision shall be binding on both the parties.

Executants

Party-Ist

Party-IInd

Witness ----------------

1.______________________

2.______________________

2nd Floor, 30 Bays Building, Sector: 17-B, Chandigarh/दूसरी मंजिल, 30 बेज बिलडिंग, सैक्टर-17-बी, चण्डीगढ
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श्रम ढुलाई व कारटेज कार्य हेतु

वर्ष 2019–20

टैन्डर नोटिस कमांकः दिनांक

Affix attested Passport Size Photograph of tenderer

1. केन्द्र का नाम जिसके लिए टैन्डर दिया जाना है
2. धरोहर राशि
3. प्रतिभूति की राशि
4. टैन्डरदाता व पार्टी का नाम
5. पिता का नाम
6. वर्तमान पता
7. स्थाई पता (As per voter list/ration card/identity card/licence)
8. मोबाईल नम्बरः ई-मेल आई0डी0

प्रमाणित किया जाता है कि उपरोक्त टैन्डरदाता विभाग के कार्यों के लिए बलैक लिस्टिड नहीं है ।

जिला खाद्य नागरिक आपूर्ति एवं उपभोक्ता मामलें नियन्त्रक,
....

सेवा में

जिला खाद्य नागरिक आपूर्ति एवं उपभोक्ता मामलें नियन्त्रक

श्रीमान जी,

निवेदन है कि मैने/हमने उपरोक्त वर्णित टैन्डर नोटिस की सभी धाराओं का तथा उसके साथ सभी संलग्न दरों का भली भान्ति अध्ययन कर लिया है और मैं/हम उपरोक्त वर्णित केन्द्र पर उपरोक्त वर्णित अवधि के लिए श्रम व ढुलाई का कार्य अनुबन्ध 'ए' भाग–।। के कार्य निम्नलिखित टैन्डर दरों पर करने के लिए सहमत है/हूँ ।

1. प्रतिशत उपर
2. बेसिक दर
3. प्रतिशत कम पर

बैंक का नाम आर टी जी एस राशि

हस्ता0 टैन्डरदाता

टैन्डर निम्न हस्ताक्षरकर्ताओं की उपस्थिति में खोला गया उप मण्डल अधि.;जि.नि.द्ध जि.प्र. जि.प्र जि.प्र जि.प्र.

हैफड कान्फैड एच.डब्लयु.सी हरि.एग्रे

उपरोक्त वर्णित स्थिति अनुसार रबी तथा खरीफ 2019–20 की फसलों की हैण्डलिंग के लिए श्रम ठेकेदार की नियुक्तियां करने का जिलावार शैड्यूल दिनांक ....तक निर्धारित किया जाना है ।

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टैन्डर फार्म

श्रम ढुलाई व कारटेज कार्य हेतु

वर्ष 2019–20

टैन्डर नोटिस कमांक: दिनांक

1. टैण्डरदाता व पार्टी का नाम
2. पिता का नाम
3. वर्तमान पता
4. स्थाई पता As per voter list/ration card/identity card/licenece
5. केन्द्र का नाम जिसके लिए टैण्डर दिया जाना है
6. धरोहर राशि
7. बैंक का नाम आर टी जी एस राशि
8. मोबाईल नं0 ई0–मेल आई0डी0

Affix attested Passport Size Photograph of tenderer

सेवा में

जिला खाद्य नागरिक आपूर्ति एवं उपभोक्ता मामलें नियन्त्रक

श्रीमान जी,

निवेदन है कि मैने/हमने उपरोक्त वर्णित टैन्डर नोटिस की सभी धाराओं का तथा उसके साथ सभी संलग्न दरों का भली भान्ति अध्ययन कर लिया है और मैं/हम उपरोक्त वर्णित केन्द्र पर उपरोक्त वर्णित अवधि के लिए श्रम व ढुलाई का कार्य अनुबन्ध 'ए' भाग–।। के कार्य निम्नलिखित टैन्डर दरों पर करने के लिए सहमत है/हूँ ।

1. प्रतिशत उपर
2. बेसिक दर
3. प्रतिशत कम पर

मैं/हम प्रमाणित करता/करते हूं/है कि मैं/हम अथवा मेरी/हमारी फर्म/कम्पनी/सोसाईटी किसी भी विभाग/ऐजैंसी के कार्यो के लिए ब्लैकलिस्टिड नही है।

हस्ता0 टैन्डरदाता

कार्यालय उपयोग के लिए

तकनीकी बोली में सफल होने उपरांत टैण्डरदाता का टैण्डर फार्म निम्न हस्ताक्षरकर्ताओं की उपस्थिति में खोला गया

जि.प्र. जि.प्र जि.प्र जि.खा.पू.नि. एवं उ.म0अ0(ना0) पुलिस अधीक्षक (प्रतिनिधि)

हैफेड हरि.एग्रे एच.डब्लयु.सी. जि.प्र. कान्फैड

उपायुक्त/प्रतिनिध उपायुक्त