

SERVICE LEVEL AGREEMENT (SLA)/SPECIAL TERMS AND CONDITIONS (STC)**FOR****HANDLING AND TRANSPORT CONTRACT**

A. All HANDLING & TRANSPORT CONTRACT related contracts placed through GeM shall be governed by the following set of Terms and Conditions:

- I. General terms and conditions for Goods and Services. (GTC)
- II. Service-specific terms and conditions (“STC”) contained in this document
- III. BID / Reverse Auction specific Additional Terms and Conditions (“ATC”) as specified by the Buyer

B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service-specific STC which shall supersede GTC, whenever there are any conflicting provisions.

C. This document represents the Special Terms and Conditions (“STC”) and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, stakeholders’ obligations, and terms & conditions of all services covered as mutually understood by the stakeholders.

1. Objectives and Goal

The objective of this document is to ensure that all the terms & conditions are in place to ensure consistent delivery of services to the Buyer by the Service Provider. The goal of this document is to:

- Provide clear reference to service ownership, accountability, roles, and responsibilities of both parties
- Present a clear, concise, and measurable description of services offered to the Buyer
- Establish terms & conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

This document will act as a reference document that both the parties have understood the above-mentioned terms & conditions and have agreed to comply by the same.

2. Stakeholders

The main stakeholders associated are:

1. **Buyer:** The Buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed as per the contractual terms.

2. **Service Provider:** The Service Provider is responsible to provide all the required services promptly. The Service Provider may also include the Seller, Supplier/Bidder/Contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms & deductions in case of non-adherence to the defined terms and conditions.

3. Service Scope

- 3.1 The Service Provider shall render all or any of the services given in Tender document as and when necessary as directed from time to time by the Buyer or an officer acting on his behalf together with such additional, ancillary and incidental, duties, services and operations as may be instructed by the Buyer or an officer acting on his behalf and as are not inconsistent with terms and conditions of this contract.
- 3.2 Unloading/Loading of foodgrains bags from/into railway wagons, trucks etc., stacking the foodgrains in bags, bagging, weighing, standardization, cleaning of foodgrains, etc., and transporting of foodgrains from Railway Good shed/Siding to Buyer Godowns or vice-versa or transporting them from any place to any other place in & around as defined in the tender document.
- 3.3 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 or lead involved in certain operation(s) is more or the bags to be handled are heavier.
- 3.4 The services required to be performed under the contract have been categorized in two parts, viz. Part I—Receipts/Dispatch Deliveries and Part II other services. Based on the local market trend and other relevant factors, the Buyer 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. Tenderers are required to quote for all the services covered by the two parts detailed in **BID Document** 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.

3.5 Mechanized Loading/Unloading Operations

- (a) The Service provider shall mandatorily bring in modern technology for loading and unloading operations at the same quoted price at its own cost. The service provider has to provide mandatorily mechanized loading/unloading points as under:

Capacity of Godown	Mandatorily mechanized loading/ unloading points to be provided by Service provider (minimum requirement)
Up to 20000 MT	1
20000 to 40000 MT	2
Above 40000 MT	3

- (b) In addition to (a) above the Service provider shall have the option to bring in modern technology for all the loading and unloading points of operations in Depot at the same quoted price at its own cost.
- (c) Buyer shall facilitate/permit use of such technology in Buyer operations. The electricity bill in depot premises will be borne by Buyer, no extra remuneration, will be payable by Buyer to the service provider on this account.
- (d) In case the service provider has to use other fuel options, the same shall be borne by the service provider at his own cost.
- (e) If the service provider wishes to mechanize loading and unloading operations at rail-head the same shall be undertaken by the service provider at his own cost including electricity/fuel expenses.
- (f) Service provider shall install the mandatory mechanized solution as stipulated in the (a) above within 60 days of award of work.
- (g) In case the service provider doesn't provide mechanized solution as per mandate given above, penalty as stipulated in the tender document shall be levied.

3.6 The Buyer does not guarantee any definite volume of work or any particular pattern of service, at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confirm a right on the Service Provider to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him.

3.7 UNLOADING FROM WAGONS AT RAILWAY GOODSHED /RAILWAY SIDING AND LOADING INTO TRUCKS/ANY OTHER VEHICLES/CONTAINER-

The Service Provider shall unload the foodgrain bags from wagons placed at the Railway Good shed/Railway Siding/Food Storage Point(s) or unloading the foodgrains bags from trucks/any other vehicles/container, carry them and stack the bags in the Shed ,on the Platform/Ground in accordance with the instructions of the Buyer or any officer acting on his behalf. He shall also perform the reverse services when directed.

The Service Provider shall unload the foodgrains bags from wagons placed at the Railway Goodshed or at the Railway Siding as the case may be, or unload the foodgrain bags from trucks/or any other transport vehicles container, carry them and directly load them into the trucks/any other transport vehicle/Container or into wagons in accordance with the instructions of the Buyer or any Officer acting on his behalf.

3.8 TRANSPORT OF FOODGRAINS BAGS FROM THE RAILWAY GOODSHED TO VARIOUS GODOWNS AND VICE-VERSA-

The Service Provider shall transport by trucks to be arranged by him such number of bags of foodgrains, sweepings, spilling etc; as may be required from day to day by the Buyer or an Officer acting on his behalf from the Railway Goodshed to the various Godowns or vice-versa. The Service Provider shall take care not to mix bags of different kind of foodgrain bags containing different qualities of the same foodgrains, and bags containing wet/damaged grains, sweepings etc; with bags of sound grains etc.

The Service Provider shall obtain from the Buyer 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, he may require to arrange transport at shorter notice and he shall be bound to comply with such requisitions. Payment for this service will be in accordance with the stipulation given in notes below the Schedule of Rates.

3.9 UNLOADING FROM WAGONS AT RAILWAY SIDING OR FROM TRANSPORT VEHICLES AND STACKING THE FOODGRAINS BAGS IN GODOWNS-

The Service Provider shall unload the foodgrain bags from wagons placed at the Railway Siding or from the trucks/any other vehicle/Container, 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 him 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, 20 or beyond 20 high in accordance with the instructions of the Buyer 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.

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

The Service Provider shall unload the foodgrains bags from wagons placed at the siding or from trucks, stack the bags wherever necessary on the platform/shed/ground and 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, levelling 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 20 high or beyond 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.

3.11 LOADING INTO WAGONS FROM GODOWNS SERVED BY SIDING LOADING ON TRUCKS/OR ANY OTHER TRANSPORT/CONTAINER VEHICLE FROM GODOWN FOR DESPATCHES OR FOR DELIVERY TO THE RECEIPIENTS-

The Service Provider 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 trolleys, 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/container or in the alternative put the bags in a countable position after stacking, wherever necessary on platform/shed/ ground for purposes of dispatch or for delivery to buyer in accordance with the instructions of the Buyer 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 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.

3.12 CARRYING BY MEANS OF TRUCKS FROM RAILWAY SIDING TO THE GODOWNS OR VICE VERSA-

The Service Provider shall as and when required by the Buyer 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 Service Provider shall be entitled for remuneration under this item for

godowns which are indicated in the tender. If, however, any Shed/Godowns constructed or added during the currency of the contract require the use of trucks for such services as provided herein, the use of trucks in such cases shall be specifically permitted by the Buyer or an Officer acting on his behalf whose decision shall be final and binding on the Service Provider. The remuneration under this item is inclusive of the operation of loading into and unloading from trucks.

3.13 TRANSPORT OF FOODGRAINS (NOT PROVIDED UNDER 3.8 AND 3.12)

The Service Provider shall transport by trucks to be arranged for such quantity of foodgrains as may be required from day to day by the Buyer or an Officer acting on his behalf from one godown to another godown or from any place to another place in and around as defined in Tender Document. The Service Provider shall take care not to mix bags of different type 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 Service Provider shall obtain from the Buyer 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 Service Provider 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.

3.14 WEIGHMENT-

The Service Provider shall with his labour and scales, and under his 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 in 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 anywhere else as directed by the Buyer 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 Service Provider shall be responsible to supply adequate and sufficient number of scales for weighment. Provided always that the Service Provider shall not use his own scales, where the same are available with the Buyer and Service Provider shall be liable to pay hiring charges for the same at the rates prescribed in the Schedule.

3.15 REMOVING BAGS FROM STACKS AND POURING CONTENTS INTO FLAT STORAGE-

The Service Provider 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 levelling of the foodgrains.

3.16 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 Buyer. 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 Service Provider shall supply the number of casual labour required in the operations of these machines in accordance with the instructions of the Buyer or an officer acting on his behalf. However, the Service Provider, 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.

3.17 PHYSICAL VERIFICATION-

The Service Provider shall, with his labour and scales and under his 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, 20 or beyond 20 high as may be directed by Buyer 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.

3.18 STANDARDIZATION-

The Service Provider shall, with his labour and scales and under his supervision, standardize such number of bags of foodgrains as be required by the Buyer (R) or an Officer acting on his behalf. Standardization shall be deemed to include carrying bags from stacks to weighing scales, cutting open the mouth of the bags, putting bags on the scales, putting in or taking out grains from each bag as may be necessary in order that each bag contains the standard weight of foodgrains as fixed by the Buyer 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 10, 16, 20 or beyond 20 high or loading into wagons/trucks or

any other vehicle/container 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 Buyer or an Officer acting on his behalf. In all such cases payment will be done for actual number of bags received after standardization.

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

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

3.20 CLEANING-

The Service Provider shall as and when required with his 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 Buyer (R) 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, 20 or beyond 20 high or loading them into wagons/trucks/transport vehicles/container as directed, collecting the refraction, filling them in bags as directed, weighing them and stacking upto 10, 16, 20 or beyond 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.

3.21 DRYING OF DAMAGED FOODGRAINS –

The Service Provider 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, 20 or beyond 20 high or loading/delivering them as directed. If weighment 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.

3.22 REBAGGING-

The Service Provider shall rebag loose grains or the contents of unserviceable bags into bags supplied by the Buyer. Rebagging shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a palla, if necessary filling 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, 20 or beyond 20 high or delivering/dispatching as directed.

3.23 LOADING OF OPEN WAGONS-

The Service Provider 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 Service Provider shall also perform all other Auxiliary services incidental to handling of open wagons.

3.24 LOADING OF BOX WAGONS-

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

3.25 BREAKING OF STACKS AND RESTACKING-

The Service Provider 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, 20 or beyond 20 high.

STACKING/REMOVING OF DUMPED BAGS-

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

3.26 COLLECTING OF SCATTERED BAGS-

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

3.27 BUNDLING OF EMPTY GUNNIES-

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

3.28 STENCILLING OF BAGS-

The Service Provider shall, with his workers and stencilling materials, stencil such number of bags as may be directed by the Buyer or an Officer acting on his behalf. In full wagon loads the name of destination station in block English letters shall be stencilled on such number of bags as may be required. The particulars of the consignee, commodity and weight of the contents shall also be stencilled in small letters. The Service Provider may with the prior permission of the Buyer or an officer acting on his behalf, mark the bags in the prescribed manner with brush and inedible ink instead of stencilling.

3.29 SUPPLY OF TRUCKS FOR WARAFERI WITH TWO WARNERS-

The Service Provider shall, whenever required by the Buyer 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.

3.30 SUPPLY OF CASUAL LABOUR-

The Service Provider shall provide such number of male or female casual labours whenever asked to do so at short notice during day or night by Buyer (R) or an officer acting on his behalf. The payment of casual labour wage shall not be less than the minimum statutory rates fixed by the appropriate authority for material period. The labour so supplied can be asked to do fumigation/brushing /dusting/spraying, pumping cyano gas with foot pumps wherever necessary or any other work related to preservation and maintenance of food grains. The Service Provider shall be responsible to comply with the provisions of different labour laws as would be applicable at the relevant point of time.

3.31 SERVICE PROVIDER TO ENSURE COMPLIANCE OF ORDERS-

It shall be the responsibility of the Service Provider to follow the directions of the Buyer or an officer acting on his behalf to undertake the following services-

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

4. Terms and Conditions

- 4.1** 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 Buyer 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 Buyer to give up or release one or more godowns out of those, description of which is given in these documents or out of those which are constructed or acquired later, during the currency of the contract.
- 4.2** In such an event the contract shall not be rendered void and Service Provider shall be bound to perform all the services/duties and execute all the works as per terms and conditions and rates of the contract and he shall not be entitled to make any claim whatsoever against the Buyer for compensation, revision of rates or otherwise due to increase/decrease in the number of the godowns or the storage capacity of the godowns.
- 4.3** 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.
- 4.4** 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.
- 4.5** 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 Service Provider, shall be deemed to be included in the relevant services and no separate remuneration shall be paid for such carriage, unless otherwise provided for.
- 4.6** For services of standardization, rebagging, filling, loose grains and such other allied services, bags supplied by the Buyer will ordinarily be new "SBT" bags and 665 grams approximately in weight., but the Buyer reserves the right to use any type of bags. The jute twine used for stitching of the bags after bagging/rebagging/cleaning/ standardization, etc. shall be 3 ply double up and shall be supplied by the Buyer.
- 4.7** Extra charges for services shall be paid only for loading and unloading of open wagons and Box wagons (Open) respectively, the flap door of which open down-ward/upward or sideward and wherein the filled bags cannot be carried in or taken out of such wagons by the worker directly as back or head load.

5. Service Provider Obligations (Duties and Responsibilities of the Service Provider)

The Service Provider shall carry out all items of services assigned or entrusted to them by the Buyer 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 Buyer (R) 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:

- 5.1 The Service Provider 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.
- 5.2 The Service Provider shall engage competent and adequate staff and labour to the satisfaction of the Buyer 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 Service Provider shall be responsible for the good conduct of their employees and shall compensate the Buyer for losses arising from neglect, carelessness, want of skill or misconduct of themselves, his servants or agents or representatives. The Buyer shall have the right to ask for the dismissal of any employee of the Service Provider, 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 Service Provider, his servants or agents or representatives shall be final and binding on the Service Provider.
- 5.3 The Service Provider shall intimate the Buyer and/or Officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on his 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 Buyer 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 dispatches 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.
- 5.4 The Service Provider 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/container at the Railhead/Godowns or any other loading/unloading point. The Service Provider shall be liable for any loss which the Buyer may suffer on account of the bags not being properly handled. The decision of the Buyer regarding such loss shall be final and binding on the Service Provider. He shall spread his own tarpaulins or gunny bales at the loading/unloading points to avoid wastage and damage.

- 5.5 The Service Provider shall provide sufficient number of tarpaulins for each truck/cart/any other transport vehicle/container to cover the bags of foodgrains etc. during the rains and shall be responsible, if the foodgrains etc; are damaged by rain through his (Service Provider) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the Buyer in this matter shall be final and binding on the Service Provider.
- 5.6 The Service Provider shall provide his 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.
- 5.7 The Service Provider shall ensure that his 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 Buyer, or an Officer acting on his behalf, for foodgrains or flour, sugar and fertilizer will render the contract liable to cancellation. The Service Provider shall also be liable to make good to Buyer any losses caused by the use of unauthorized hooks. The decision of the Buyer regarding such losses shall be final and binding on the Service Provider. The Service Provider shall supply small regulation size hooks approved by the Buyer to their workers for handling foodgrains bags.
- 5.8 The Service Provider shall obtain from the Buyer 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 Service Provider 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 Service Provider shall take delivery on indemnity bond. In special cases, the Service Provider shall be required to take delivery or arrange despatch of consignments of foodgrains etc; at short notice and he shall be bound to comply with such requests.
- 5.9 The Service Provider shall obtain necessary forwarding notes, risk note forms, etc; prepared by BUYER for obtaining the railways receipt in respect of consignments intended for dispatch by Railway.
- 5.10 If any consignment received has been booked "freight to pay" the Service Provider shall pay freight by means of Firms Credit-Note which he shall obtain from the Buyer or an Officer acting on his behalf. But if for any reason(s) these are not issued, the Service Provider shall himself pay the freight in the first instance and then get reimburse the same by submitting a stamped and pre receipted bill supported by vouchers.
- 5.11 The Service Provider 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, he 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 Service Provider shall promptly report it in writing to the Buyer or an Officer acting on his behalf.

- 5.12 The Service Provider 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 Buyer or an officer acting on his behalf and the Railway authorities concerned. He shall keep aside any stocks of damaged bags received in the wagons and after ascertaining the loss by weighment, report the fact to the concerned authorities viz, the Buyer or an Officer acting on his behalf and the Railways.
- 5.13 The Service Provider 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 of the wagons shall be deemed to include the remuneration for such routine cleaning of wagons as and when to the extent found necessary.
- 5.14 The Service Provider 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.
- 5.15 The Service Provider shall as and when required be also responsible for riveting and sealing of the doors of the wagons at the time of dispatch, or removing rivets or seals at the time of receipts.
- 5.16 The Service Provider shall obtain clear railway receipts or said to contain railway receipts as the case may be in respect of consignments booked by him/BUYER. If in any case the Railway refuses to issue railway receipts, the Service Provider shall bring the matter in writing to the notice of the Buyer (R) or an Officer acting on his behalf. If the Service Provider find any difficulty in getting Railway Receipt in respect of consignment packed in bags, he shall take up the matter with the Railways/BUYER. Copies of all correspondence in the matter shall be sent by the Service Provider to the Buyer/ and or to the Officer acting on his behalf.
- 5.17 The Service Provider shall obtain railway receipts expeditiously from the Railway and immediately after obtaining them, submit them to the Buyer/or an Officer acting on his behalf.
- 5.18 The Service Provider shall also be responsible (as and when required) to put 6 labels each of the size 6"x9" bearing the name of the destination station in each wagon at the time of despatch.
- 5.19 The Service Provider shall provide adequate number of stitchers 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.

- 5.20 The Service Provider 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 Buyer 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 Buyer.
- 5.21 The Service Provider 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/container expeditiously. The Service Provider 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 Buyer on account of delays in loading/unloading of trucks carts and loading/unloading of wagons unless the delay is for reasons beyond the Service Provider control. The decision of the Buyer in this respect shall be final and binding on the Service Provider.
- 5.22 The Service Provider shall be responsible for obtaining consignee's receipts of all bags entrusted to him for carrying and for handing over the receipt next day to the Buyer or an officer acting on his behalf.
- 5.23 The Service Provider shall strictly abide by all rules and regulations of Railways and Police/Municipal authorities.
- 5.24 The Service Provider 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 him or if the stacking is faulty and not to the satisfaction of the Buyer or an Officer acting on his behalf. The Service Provider shall also be responsible for any loss which the Buyer may suffer on account of the bags not being properly stacked. The decision of the Buyer regarding such loss shall be final and binding on the Service Provider. The Service Provider 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 Service Provider shall be liable for any loss to the Buyer on this account and the decision of the Buyer in the matter shall be final and binding on the Service Provider. The Service Provider shall carry empty bags from the gunny storage godowns or from any other place indicated by the Buyer or an officer acting on his behalf to the place(s) of operations for bagging, rebagging etc. and no extra remuneration for such carriage of empty bags will be payable on any account.
- 5.25 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 Service Provider at his 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.

- 5.26 The Service Provider shall be responsible for keeping a complete and accurate account of all supplies of foodgrains etc; and empty gunny bags received by him from the Buyer and shall render accounts and furnish returns and statements in such a manner as prescribed by the Buyer or an Officer acting on his behalf from time to time.
- 5.27 The Service Provider shall be responsible for the safety of the goods while in transit in his trucks/carts/any other transport vehicles/container and for delivery of quantity dispatched from the Railhead/Godowns etc; as the case may be to the destination or to the recipients to whom the grain etc; is required to be transported by the Service Provider. He shall provide tarpaulins on the decks of the trucks, so as to avoid loss of the grain etc; through the holes/crevices in the decks of the trucks. He shall also exercise adequate care and take precautions to ensure that the foodgrain bags are not damaged while in transit in his trucks/carts/any other transport vehicles/container. He shall deliver the number of bags and the weight of foodgrains, fertilizers; etc; received by him and loaded on his trucks. The Service Provider shall be liable to make good the value of any shortage, wastage, loss or damage to the goods in transit at twice the average acquisition cost as applicable from time to time for all foodgrains and commodities other than sugar and thrice the average acquisition cost as applicable from time to time in respect of sugar except when Buyer (whose decision shall be final) decides that the difference between the weights taken at the dispatching and receiving ends is negligible and is due to discrepancies between the scales, gain or loss in moisture or other causes beyond the Service Provider's control. Such recovery shall be effected without prejudice to the right of BUYER to initiate civil/ criminal proceedings against the defaulting Service Provider wherever it is suspected that the shortages/losses occurred due to deliberate/ willful omission, theft, misappropriation, irregularities etc. committed by the Service Provider or his representatives/employees.
- 5.28 The Service Provider 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 Buyer or an Officer acting on his behalf.
- 5.29 The Service Provider shall make its own lighting arrangements for working at night or day time as per the requirement for loading/unloading/transport operations etc.
- 5.30 The Service Provider shall be liable for all costs, damages, charges and expenses suffered or incurred by the Buyer due to the Service Provider's negligence and unworkman like performance of any service under this contract or breach of any terms thereof or his failure to carry out the work with a view to avoid incurrance of demurrage; wharfage etc; and for all damages or losses occasioned to the Buyer or in particular to any property or plant belonging to the Buyer due to

any act whether negligent or otherwise of the Service Provider himself or his employees. The decision of the Buyer regarding such failure of the Service Provider and his liability for the losses etc. suffered by Buyer shall be final and binding on the Service Provider.

- 5.31 The Service Provider shall provide and maintain correct weights and scales and carry out all the weighments accurately. The Buyer 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.
- 5.32 The Service Provider shall, when directed to do so, arrange to obtain tarpaulins/ropes/lashes when 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.
- 5.33 The Service Provider shall display prominently on his trucks two or more signboards as prescribed by the Buyer painted in black and in white indicating that the stocks carried therein belong to the Food Buyer of India. No extra remuneration, whatsoever will be payable for displaying such signboards. The Buyer or an officer acting on his behalf shall have the right to disallow loading of any truck with BUYER stocks if the Service Provider do not display prominently the sign boards of the aforesaid type.
- 5.34 The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Service Provider will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Service Provider shall be solely responsible for the same. Any Service Provider resorting to overloading of the trucks in violation of the Rules will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.
- 5.35 The Service Provider shall give an undertaking agreeing to abide by the Section 11 of the Carriage by Road Act, 2007 and shall undertake to compensate the loss as per the provisions of MTF. Further, Service Provider shall also submit necessary documents of registration etc. to the Buyer.
- 5.36 In accordance with the Govt. of India, Ministry of Road Transport & Highways programme for electronic toll collection from vehicles plying over National Highways, the Service Provider shall ensure that the toll is paid electronically through pre-paid Tag affixed on the wind screen of the Vehicles deployed for Buyer's duty which would enable seamless travel through dedicated lanes installed

with Tag readers and facilitate adoption of cashless system and produce proof of same as and when demanded by the Buyer.

5.37 GPS for trucks/vehicles

(i) Service provider shall mandatorily provide trucks/vehicles fitted with GPS device confirming to AIS-140 or as decided by Buyer from time to time at his own cost.

(ii) The service provider shall abide the instructions of Buyer for connecting the GPS of the trucks supplied by him to any online system advised by Buyer.

6. Payment Schedule

Payment schedule to be as per payment terms specified in the bid document/Schedule of Rates by the Buyer.

7. Deduction/ Liability of Service provider for losses etc. suffered by Buyer:-

7.1 The Service Provider shall be liable for all costs, damages, demurrages, wharfage, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the Buyer due to the Service Provider's negligence and un-workman like performance of any services under this contract or breach of any terms thereof or his failure to carry out the work with a view to avoid incurrence of demurrage, etc. and for all damages or losses occasioned to the Buyer due to any act whether negligent or otherwise of the Service Provider themselves or his employees. The decision of the Buyer regarding such failure of the Service Provider and his liability for the losses, etc. suffered by Buyer, and the quantification of such losses, shall be final and binding on the Service Provider.

7.2 The Buyer shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by it due to Service Provider's negligence and unwork-man like performance of services 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 Service Provider under this or any other contract with the Buyer. In the event of the sum which may be due from the Buyer as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contactors as aforesaid shall be deducted from the security deposit furnished by the Service Provider. Should this sum also be not sufficient to cover the full amount claimed by the Buyer, the Service Provider shall pay to the Buyer on demand the remaining balance of the aforesaid sum claimed.

7.3 In the event of delay on the part of the Service Provider in providing other services as mentioned in the MTF i.e. labour, weightment machines, weights and any other services mentioned in the agreement, efficiently and to the entire satisfaction of the Buyer or any officer acting on his behalf, the Buyer shall without prejudice to other rights and remedies under this agreement, have a lawful right to levy Liquidated Damages from the Service Provider @ Rs.2000/- per day or such lesser sum per day or part of a day of the delay as the Buyer in his absolute

discretion may determine subject to the total liquidated damages not exceeding 15% of the value of the contract during the operation period of the contract. The decision of the Buyer in regard to levy of above Liquidated Damages shall be final and binding on the parties.

7.4 The Service Provider shall be responsible for the safety of the goods from the time they are loaded on his trucks from Railway Goods shed or siding Godowns, until they have been unloaded from his trucks at godowns or at other trucks or vice-versa, so as to avoid loss of grain, etc. through the holes/crevices in the decks of the trucks. He shall deliver the number of bags and the weight of foodgrains, fertilizers/sugar/groundnut/any other food product etc. received by him and loaded on his trucks and shall be liable to make good the value of any loss, shortage or damage during transit. The Buyer 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 Service Provider for such loss and the amount to be recovered from him. The decision of the Buyer in this regard shall be final and binding on the Service Provider.

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

7.6 Any sum of money due and payable to the Service Provider (including security deposit refundable to the Service Provider) under this contract may be appropriated by the Buyer and set-off against any claim of the Buyer for the payment of any sum of money arising out of, or under this contract or any other contract made by the Service Provider with the Buyer. Buyer reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on the part of the service provider.

7.7 Liquidated damages for not providing the mechanized solution

Service provider shall install mechanized solution within 60 days of award of work. In case service provider doesn't provide mechanized solution as per mandate stipulated in the tender document a penalty of Rs. 5,000/- per day, per point shall be imposed after 60 days of award of work.

8. Termination:

8.1 In the event of the Service Provider having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Buyer shall be at liberty to

terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the Service Provider and to claim from the Service Provider any resultant loss sustained or costs incurred by the Buyer.

8.2 The Buyer shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Service Provider 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 Service Provider 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 Buyer due to the Service Provider's negligence or unwork-man like performance of any of the services under the contract.

8.3 The Service Provider shall be responsible to supply adequate and sufficient labour, scales/trucks/carts/any other transport vehicle/container for loading/unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the Buyer or an officer acting on his behalf. If the Service Provider fails to supply the requisite number of labour scales and trucks/carts, the Buyer 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 Service Provider, who shall be liable to make good to the Buyer all additional charges, expenses, cost or losses that the Buyer may incur or suffer thereby. The Service Provider shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Buyer shall be final and binding on the Service Provider.
