

**TERMS AND CONDITIONS FOR TENDER OF MUTTA LABOUR CONTRACT AT
TOBACCO BOARD, APF.NO.5, PERIYAPATNA FOR THE REMAINING
QUANTITY OF TOBACCO TO BE AUCTIONED**

BACK GROUND: Sealed tenders are invited from experienced contractors to different operations viz., unloading tobacco bales from farmer's carts/contractors or from the vehicles used for transporting tobacco bales, carry the bales to auction floor, weigh the same, remove after weighment and lay them on auction floor, open the bales for classification, remove the bales for stacking bales at the godown and loading to lorries or other vehicles and any other works which are not specified herein but are found necessary at the discretion and as directed by Tobacco Board Officials at APF.No.5, Periyapatna.

Tender in a sealed envelope superscribed "**Tender for Mutta Labour Contract**" and addressed to **Office of the Regional Manager, Tobacco Board, H.No:CA-5673/C,14th main,2ndStage, Near Yoganarasimha Swamy Temple, Vijayanagara, Mysuru -570017** should be submitted by the contractors to this office address on or before **4/2/2021 by 2.00 PM** and the tenders shall be opened on the same day at **2.30 PM** in the presence of tenderers. **The cost of tender form is Rs.1000/-+GST**

1. **The rate for handling tobacco should be quoted in rupees per quintal of tobacco handled. The rate shall be inclusive of all operations mentioned at Annexure-I. The tenderers are also liable to ensure all the labour laws of Central and State Government and local administration are followed.**
2. **Terms and Conditions shall be signed by the tenderer in each page as a token of acceptance.**
3. Tenders received quoting below **Rs.11.69 per quintal** will be liable for rejection as it is unlikely that the contractor will be able to meet the requirement of Minimum wages Act at such rates.
4. **ELIGIBILITY:**
 - a) **The tenderers who were black listed in the earlier years are not eligible.**
 - b) In case of a tie between L-1 tenderers, the Competent Authority reserves the right to award through lottery.
 - c) Any contractor who has not executed the contract satisfactorily in the past are liable for rejection.

The decision of Tobacco Board is final.

Signature of the tenderer

5. **EXPERIENCE: -**

- a) **The tenderer shall have past experience as Labour Contractor and should submit experience certificate from the concerned agency.**
- b) In case the contractor had earlier undertaken handling of tobacco bales at any of the Tobacco Board auction platforms proof of satisfactory completion may be attached.

6. **BLACK LISTED: -**

- a) No unethical activities should be encouraged by the labour contractor, if such case comes to the notice of the Board, the contractor shall be black listed.
- b) Any instance of the labour contractor found colluding with company staff or others while executing the work shall be liable for cancellation of the contract and shall be blacklisted for all future tenders.

7. **EARNEST MONEY DEPOSIT:**

- a) **An amount of Rs.3,00,000/- (Rupees Three Lakhs only) shall be deposited as EMD by drawing an account payee demand draft in favour of Tobacco Board payable at Bengaluru.**
- b) Tenders received without EMD and after stipulated time shall not be considered.
- c) EMD shall be refunded to un-successful tenderers after award of Work Order to successful tenderer and the Contractor shall not claim any interest on the EMD.

8. **PERFORMANCE SECURITY DEPOSIT: -**

- a) **The EMD amount of Rs.3,00,000/- of successful tenderers shall be converted as Performance Security Deposit. The Performance Security Deposit (PSD) shall remain with Tobacco Board till the satisfactory completion of contract and the Contractor shall not claim any interest on PSD.**
- b) The Security Deposit deducted @ 5% from the contractor's bill while making payment shall be available at auction platform account and shall be refunded by the Tobacco Board only after successful and satisfactory completion of handling of tobacco and obtaining the clearance certificate from the concerned Auction Superintendent. **The said amount will not carry any Interest.**

Signature of the tenderer

9. The successful tenderer shall have to execute Contract Agreement for taking up the work with the Board on **Rs.200/- (Rupees two hundred only) non-judicial stamp paper at Mysuru** on the date specified for this purpose by the Board. Each page shall be signed by the concerned contractor as a token of acceptance and commitment. This agreement shall be in force till the completion of auction season in all respects as notified by the Tobacco Board.
10. Notwithstanding anything to the contrary in this Agreement either party shall not be liable to the other party on account of any failure or delay by any party due to strikes, riots, storms, fire, war, act of God or other cause which are beyond the reasonable control of party and directly affecting performance of the obligation of the said party under this Agreement. The party claiming an event of force majeure shall promptly notify in writing the other party.
11. **The successful tenderers have to obtain the license required under the Contract Labour Act from the Assistant Labour Commissioner (Central) and copy of the Labour Contract registered license shall be produced within 15 days of tender awarded. In case the successful tenderer has applied for license, an undertaking to that effect along with proof of submission of application should be submitted by him. If the contractor fails to submit within 15 days, it will be treated as breach of contract and preceded accordingly.**
12. **It has to be ensured by the successful tenderer that a minimum 25 labourers are present on auction platform for an average of 900 bales to be handled and they have to increase the number in proportion to bales received after getting prior notice from Auction Superintendent.**
13. The successful tenderer shall be provided with trolleys for loading and unloading of bales and on completion of the auctions, the trolleys shall be handed over to the Auction Superintendent in good condition and without any damage. The contractor is responsible to make good any loss or damage caused by the labourers engaged by him to the property, materials or any other assets belonging to the Board.
14. Principal Employer is not liable for any damage/loss/compensation to workmen. Contractor should arrange this from his own cost.

Signature of the tenderer

15. **The Tobacco Board will not provide any kind of building or premises for the stay of labourers during the period of contract and the Successful Tenderer has to make their own arrangements.**

16. **RESPONSIBILITIES OF SUCCESSFUL TENDERER: -**

- a) The successful tenderer shall have no right to demand revision or the rate agreed upon during the period, this agreement remains in force and any request for revision if made shall be summarily rejected.
- b) The contractor or his authorized responsible representative, **whose name and contact number should be given to the Auction Superintendent**, must be present on the auction platform every day during the period of operations and ensure that the handling operations are done efficiently by his labourers and also ensure that spillage from bales are kept to the bare minimum possible.
- c) The successful tenderer shall provide required labourers up to the end of auctions of that platform. If there is administrative requirement of offering tobacco of other platforms in that platform, the contractor should supply the labourers as per the requirement of Auction Superintendent. **In case the contractor does not provide the required number of labourers, the Competent Authority may take a decision to forfeit the Performance Security Deposit available at Auction Platform.**
- d) The successful tenderer should ensure commencement of operations at the time specified by the Auction Superintendent by bringing his labourers punctually at least half an hour before the schedule time. **Failure to do so shall entail imposition of penalties specified in the preceding paragraphs.**
- e) It is agreed between the parties that all the labourers engaged by the successful tenderer shall be the labourers of the successful tenderer and not the employee of the Tobacco Board. **The successful tenderer alone shall be liable and responsible for the behavior of such labourers engaged by him.**

Signature of the tenderer

- f) The successful tenderer shall indemnify the Tobacco Board against any or all claims arising out of any act of omission on the part of such contractor or labour employed by him. Such indemnity shall cover accident, injury or other harm suffered by or caused by such labourer in the course of the contract period.
- g) **The successful tenderer should ensure payment of wages as per the Minimum Wages Act fixed by Government of India, Ministry of labour & Employment from time to time and maintain payment register at the concerned auction platform.** In case of his failure to comply with Minimum Wages Act, any penalty imposed on the Contractor by Labour Commissioner shall not be passed on to Tobacco Board.
- h) The successful tenderer shall provide two women labourers for cleaning at Reception Hall, Floor and Godown every day after removal of auctioned bales and the wages for the said 2 labourers shall borne by the Labour contractor himself and any deviation or failing which the wages amount will be deducted from the Contractor's bill.**
- i) Children (male or female) below the age of 18 years and disabled / mentally retarded persons shall not be engaged by the contractor for this work.
- j) **All the persons included in each team shall be produced before the Auction Superintendent for verification at least two days before commencement of the auction and they must be physically fit to handle the tobacco bales.**
- k) After conclusion of auctions on each day, all the bales at the auction floor shall have to be reweighed for the purpose of checking the weighment. For this purpose, the contractor shall also make available the required number of labourers.
- l) The successful tenderer is responsible to make good any loss or damage caused by the labourers' engaged by him to the property, materials or any other assets belonging to the Board.

Signature of the tenderer

- m) The successful tenderer should arrange for minimum loading of 8,000 kgs. to 10,000 kgs. tobacco depending upon capacity of the lorry. The labourers for loading should be arranged at the direction of Auction Superintendent.
- n) The successful tenderer shall be present throughout the day during auctions and supervise the labourers especially weighment both at auction hall and at the time of loading point.
- o) The successful tenderer has to bear himself, the cost of any disputes.
- p) The successful tenderer shall be responsible for any thefts by labourers or missing of tobacco and negligence caused by labourers in any operation, for any loss of weight in the bales during transportation from Auction Hall to Godown and in loading to lorries/trucks.
- q) The successful tenderer shall attend the Floor Committee Meetings as and when called for and ensure corrective measures that are pointed out by the committee members from time to time.
- r) The successful tenderer has to take up 100% re-weighment bales at floor and godown. The contractor has to take up check-weighment of bales and re-stacking the bales as and when it is warranted.
- s) The successful tenderer shall not be liable on any account whatsoever for failure of labour contract on account of force majeure condition.
- t) The successful tenderers should be ready to work at the platform for which he has quoted.
- u) The successful tenderer shall be solely responsible to follow all applicable laws, rules notification, etc., of the Central and State Government Municipality or Local body while engaging the labourers for Tobacco Board's works. All the liability shall be to the contractors account.
- v) The attendance register should be submitted by the contractor along with bill to the Auction Superintendent.**
- w) Labourers should be provided with uniform of Over Coat (Red) by the successful contractor.

Signature of the tenderer

17. **PAYMENT: -**

- a) **The successful tenderer has to submit attendance extract duly signed by the Auction Superintendent, Assistant Manager (Accounts), Field Officer and Mutta Labour Contractor or Supervisor authorized by him along with fortnight bill without which fortnight bill payment shall not be released. The Attendance register should always be kept in the office of the Auction Superintendent and made available when called for by the Senior Officers during inspection.**
- b) **The rate approved by the Tobacco Board on per quintal basis only will be paid for the quantity marketed in auctions and whereas 50% of the approved rate will be paid for the quantity rejected in auctions.**
- c) At the time of fortnightly payment to the Contractor, **5%** of the amount shall be deducted towards additional Security Deposit from the bill. The total amount so deducted shall be refunded to the Contractor only after successful and satisfactory completion of auction season. The said amount will not carry any interest.
- d) Labour Contractor should ensure that the trolleys are handled properly by his Mutta Labourers with no/minimum breakage.
- e) Each Mutta Labourer should ensure that the trolleys are handled properly with minimum breakage.

18. **PENALTY: -**

- a) Failure to produce required number of labour force could attract penalty of 5% deduction out of the bill for the fortnightly by the Auction Superintendent.
- b) The successful tenderer should so arrange his labourers that there is no room for any complaint from the growers, buyers or the staff members in the auction platform in respect of weight loss or mishandling of tobacco. In case of repeated complaint, Tobacco Board may impose penalty to the **extent of value loss.**

Signature of the tenderer

- c) The successful tenderer shall be liable for penalty which may be decided by the **Executive Director, Tobacco Board** in case of reported losses caused to Board, growers and buyers due to failure of the contractor to provide adequate labourers from field level authorities.
- d) Auctions shall normally start from 5.30AM. The Contractor shall supply labourers as per the requirement of the Auction Superintendent and the entire day's operation shall be completed by 6.00PM positively after deployment of labourers for different operations. The deployment pattern shall be decided by the Auction Superintendent and contractor should abide by the decision of the Auction Superintendent. Delay of any activity beyond 6.00PM shall be seriously viewed by the management and penalty up to forfeiture of Security Deposit held by the Auction Superintendent may be imposed on the contractor based on the decision of the Competent Authority.
- e) The successful tenderer shall take care of any untoward incident to the labourers working under him, accidents if any or damages he would pay compensations to such labourers on his own or Tobacco Board may make such payment out of 5% deduction or from the PSD of the contractor.

19. **DEMURRAGE CHARGES LEVIED TO TRADERS: -** Demurrage charges levied by Tobacco Board, if denied by buyers on account of delay of loading bales in their lorries due to shortage / wrong deployment of Mutta Labourers by the contractor shall be passed on to the contractor . **In that case, decision of the Auction Superintendent shall be final and binding.**

20. **TERMINATION OF CONTRACT : -**

- a) **In case the successful tenderer fails to fulfill his contract to the satisfaction of the Executive Director, Tobacco Board or contravenes any of the provisions contained in this terms and conditions, his contract shall be terminated and his PSD shall stand forfeited.**

Signature of the tenderer

- b) **The successful tenderer should not sub-lease the contract. If it is sub-leased, the contract shall be cancelled, PSD amount shall be forfeited and contract shall be executed at the risk and cost of the contractor.**
- c) **The contract shall stand terminated without any notice on completion of contract or on determination of contract work without right to future employment.**
- d) The Board may at its discretion terminate the agreement at any time without assigning any reasons and in the event of such termination, the contractor shall have no claims for compensation.
- e) The **Executive Director, Tobacco Board** reserves the right to accept or reject any tender in part or in full without assigning any reason whatsoever. If the work is not found satisfactory, the contract is liable for cancellation without assigning any reason and the same shall be got done at risk & cost of contractor.
- f) In case of dispute the matter shall be referred to Executive Director, Tobacco Board for appointing arbitrator whose decision shall be final and binding on the contractor.
- g) **Tobacco Board** reserves the right to impose penalty for unsatisfactory and/or delayed execution of handling work commensurate with the loss or excess expenditure incurred by the Board based on the reports submitted by the Auction Superintendents. Contractor shall abide by the same as per decision of higher authority.
- h) In case any dispute or discrepancies arising while carrying out the work, the decision of the Executive Director, Tobacco Board, Guntur shall be final and binding on both the parties.

SIGNATURE OF THE TENDERER

Date:

Place:

**DETAILS OF VARIOUS HANDING OPERATIONS TO BE UNDERTAKEN
AT THE AUCTION PLATFORMS**

1. **UNLOADING:** The bales shall be unloaded from the carts/trucks brought by the farmers at the reception counter and displayed for **making by an official of the Board.**
2. **WEIGHING:** The bales so marked shall be moved to the weighing scales by trolleys and loaded on to the weighing scale for the purpose of recording the weight.
3. **PLACEMENT OF BALES IN THE AUCTION HALL:** The bales so weighed shall be moved to the auction hall and kept in the order of Lot No. as per the instructions of the Auction Superintendent or any other official authorized by him.
4. **OPENING OF THE BALE FOR CLASSIFICATION (GRADING):** The bales shall be opened by cutting across the threads for inspection by the classifier and drawing sufficient quantity of tobacco as samples by him for assigning a grade.
5. **KEEPING SAMPLES IN SAMPLE BAGS:** The samples so drawn by the classifier shall be put into a sample bag provided by the Board and neatly displayed on top of the bale from which the sample is drawn after temporarily tying the stitches of the bale.
6. **OPENING OF THE BALE FOR INSPECTION BY BUYERS AND FINAL TYING OF THE BALE:** After the conclusion of bidding, the tobacco bale shall be opened again, if so required, and shown to the buyer for his inspection. The samples drawn earlier and fall outs, if any, should be put back into the tobacco bale and they should be tied securely. The last copy of the bale ticket (card) should also be stitched to the gunny covering the bale.
7. **TYING & LOADING OF REJECTED BALES INTO THE TRUCKS / CARTS OF THE GROWERS:** - The rejected bales viz., No Sale bales, No Bid bales, CR bales, RR bales pertaining to growers shall be tied and loaded into the growers trucks / carts.

Signature of the tenderer

8. **REWEIGHMENT:** All the bales (100% of bales) bought by the traders shall be reweighed while giving delivery to buyers from godown or from auction hall or while moving the bales from auction hall to storage godown.
9. **STACKING IN THE GODOWN:** The bales brought by buyers and the other unsold bales shall be moved to the godown and stacked in the slots marked for them if the bales are not lifted within the stipulated time by the buyers and growers from the auction hall.
10. **LOADING INTO BUYERS' TRUCKS:** The bales bought by buyers shall be loaded into the trucks of the buyers, either directly from the platform or from the godown as the case may be.
11. **RESTACKING:** Restacking of the bales accumulated in the godown shall be done as and when required by the Auction superintendent to trace out specific bales of tobacco.
12. **COVERING OF LOADED BALES WITH TARPAULINS AND TYING WITH ROPES:** After loading the bales into the trucks of buyers, the tarpaulins should be spread out and properly tied. The handling contractor shall be required to move the bales into the godown or any other place as decided by the Auction Superintendent in case of sudden rains etc., to prevent damage.
13. **IDENTIFICATION BADGES:** The contractor should ensure that all the labourers should wear identification badges provided by the contractor.
14. Any other related items of work found necessary by the Auction Superintendent shall be undertaken.

Signature of the tenderer

TENDER FORM FOR MUTTA LABOUR CONTRACT FOR
APF.NO.5, PERIYAPATNA - 2020-21

Sl. No	Details of the tender	Particulars																		
1	Name of the platform for which the tender is quoted specified in Tender Notification.	APF.NO.5, PERIYAPATNA																		
2	Name of the contractor																			
3	Complete address with Phone No. / Mobile No.																			
4	PAN Number (copy enclosed)																			
5	AADHAR Number (copy enclosed)																			
6	No. of labourers available with the contractor																			
7	Whether the contractor is registered with the Labour Dept. (If so please give details of validity period of registration and enclose copy of the Registration Certificate duly attached)																			
8	Whether the contractor had earlier undertaken handling of tobacco bales at any of the Tobacco Board auction platforms previously (If so, give names of platforms and years in which contract undertaken) (Proof of satisfactory completion may be attached)	<table border="1"> <thead> <tr> <th>Auction Platform</th><th>Year</th><th>Rate</th></tr> </thead> <tbody> <tr><td>1)</td><td></td><td></td></tr> <tr><td>2)</td><td></td><td></td></tr> <tr><td>3)</td><td></td><td></td></tr> <tr><td>4)</td><td></td><td></td></tr> <tr><td>5)</td><td></td><td></td></tr> </tbody> </table>	Auction Platform	Year	Rate	1)			2)			3)			4)			5)		
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4)																				
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9	Details of Earnest Money Deposit as mentioned in the terms and conditions	Amount: Rs..... DD No..... Date:.....																		

I have gone through the terms and conditions issued by the Tobacco Board and agree to abide by all terms and conditions. The above information furnished by me is true to the best of my knowledge. If my information is found false, the EMD deposited by me may be forfeited.

Place :

Signature of the tenderer

Date :

Name :

Seal:

Addresses of Auction Platforms in Karnataka and Phone Numbers

Sl. No	Name & Address of Platform	Name of the Auction platform	Mobile & Land No's
1	Periyapatna-5	Office of the Auction Superintendent, Tobacco Board, Platform No.5, Kaggundi Village, H.H.Bagilu Post, Periyapatna-571107,Mysore Dist.	9448495509 08223-274149

Addresses of Regional Manager Offices Mysuru and Periyapatna and Phone Numbers

Sl. No	Name & Address of the Regional Manager	Mobile & Land No's
1	Regional Manager, Tobacco Board, H.No:CA-5673/C,14 th main,2 nd Stage, Near Yoganarasimha Swamy Temple, Vijayanagara, Mysore-570017	9448495502 0821-2543357
2	Regional Manager, Tobacco Board, No.4, Housing Board, Gonikoppa Road,PERIYAPATNA-570017	9448280151 08223-273089