



केन्द्रीय भण्डारण निगम
CENTRAL WAREHOUSING CORPORATION

(भारत सरकार का उपक्रम / (A Govt. of India Undertaking)

REGIONAL OFFICE : HYDERABAD



E-TENDER DOCUMENT

FOR APPOINTMENT OF REGULAR HANDLING & TRANSPORT

CONTRACTOR FOR FERTILIZERS AT CENTRAL WAREHOUSE

NANDYAL

DATE FOR DOWNLOADING TENDER FORM : **01-09-2018 TO 28-09-2018**

LAST DATE FOR ONLINE SUBMISSION
OF TENDER : **UPTO 1130 HRS ON 29-09-2018**

DATE OF OPENING [TECHNICAL BID] : **AT 1200 HRS ON 29-09-2018**

**REGIONAL OFFICE : Behind Gandhi Bhawan, Nampally,
HYDERABAD - 500 001**

Phone No : 24656682 & 24732590 Fax : 24655979

E-MAIL : rmhyd@cewacor.nic.in cwchyd@ap.nic.in

Web site : www.cewacor.nic.in



केन्द्रीय भण्डारण निगम
CENTRAL WAREHOUSING CORPORATION

(भारत सरकार का उपक्रम) / (A Govt. of India Undertaking)

REGIONAL OFFICE : **HYDERABAD-500 001**

PHONE NOS. 040-24732049, 24732590, 24656682

E-MAIL : rmhyd@cewacor.nic.in cwchyd@ap.nic.in



E-Tender Notice

FOR APPOINTMENT OF

Handling and Transport Contractor

**FOR
FERTILIZERS**

**AT
CENTRAL WAREHOUSE**

NANDYAL



CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)



REGIONAL OFFICE :: BEHIND GANDHI BHAWAN NAMPALLY HYDERABAD – 500 001

Phone No: 040-24732049, 040-24656682 Fax:040-24655979

E-mail : rmhyd@cewacor.nic.in Web site : www.cewacor.nic.in

CWC/HYD/C-III/NANDYAL[Fertilizer]/2018

Dated: 31-08-2018

E-Tender Notice

Central Warehousing Corporation invites online e-tendering under two bids system from professionally competent and financially sound interested parties for appointment of **Regular** contractor for Handling and Transportation of Fertilizers & allied Services at Central Warehouse, **NANDYAL** as detailed below :

Scope of work	Handling and Transportation work of Fertilizers and allied materials etc at Central Warehouse, NANDYAL { ANDHRA PRADESH } .	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on Website : www.tenderwizard.com/CWC , www.cewacor.nic.in , www.tenderhome.com and www.eprocure.gov.in	
Tender type	Open	
Schedule of E-Tender	Document downloading date and time.	01.09.2018 10.00 HRS TO 28.09.2018 Upto 23.59 HRS.
	Last date and time of online bid submission.	AT 1130 HRS ON 29.09.2018.
	Physical submission or by courier of EMD and tender cost.	AT 1130 HRS ON 29.09.2018.
	Date and time of online technical bid opening.	AT 1200 Noon ON 29.09.2018.
	Date and time of online price bid opening	Intimated on later date.
	Date and time for Bid Clarification.	AT 1130 HRS ON 10.09.2018.
Bid validity period	90 (Ninety) days further extendable by 30(Thirty) Days from the date of Opening of Technical Bid shall be binding on the tenderers.	
Period of Contract	Two (2) Years, Extendable by three months at the discretion of Regional Manager, Central Warehousing Corporation, Regional Office, HYDERABAD.	
Cost of tender	Rs.1000/- Plus applicable GST(18%) to be paid through e-payment / NEFT / RTGS / DD / Banker's Cheque / Pay order to Central Warehousing Corporation, Regional Office, HYDERABAD Upto 1130Hrs. of 29.09.2018 as details given below under EMD column. In case of online payment proof to be uploaded with the technical bid.	
Processing fee of tender document	Rs.590/- Inclusive of applicable taxes GST(18%) to M/s KSEDC Ltd Bangalore through e-payment through portal www.tenderwizard.com/CWC (before uploading the tender) before 1130Hrs. of 29.09.2018.	
EMD	Rs.1996/-(Rs.One Thousand Nine Hundred and Nighty Six Only) to be paid through e-payment / NEFT / RTGS / DD / Banker's Cheque / Pay order to Central Warehousing Corporation, Regional Office, payable at	

	<p>HYDERABAD Upto 1130Hrs. of 29.09.2018 as per details given below :</p> <p>DD / Banker's Cheque / Pay order in favour of Central Warehousing Corporation, payable at HYDERABAD and</p> <p>For payment through NEFT / RTGS : Name of the Bank : PUNJAB NATIONAL BANK, SAIFABAD, HYDERABAD Account Name : Operational Account : Account No : 3972 0021 0000 2541 IFSC Code : PUNB0397200</p> <p>In case of online payment proof to be uploaded with the technical bid.</p>	
Capacity of the Warehouse	43,000MT	
Estimated annual value of contract	Rs.1,99,578/-	
Total Estimated value of contract	Rs.3,99,156/-	
Security Deposit	Rs.9,980/-	

ELIGIBILITY CRITERIA :

Bidders are requested to see clause no 3 of tender document for eligibility criteria and documents required therein.

OTHER DETAILS : -

- a. Bidder must upload scanned copies of documents as given in eligibility criteria at clause 3 of tender document in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder Shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.**
- b. Bidders who wish to participate in the e-tendering will have to procure valid digital certificate of authorised signatory as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.**
- c. DOWNLOADING OF TENDER DOCUMENT:-** The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website. www.tenderwizard.com/CWC, www.cewacor.nic.in, www.tenderhome.com and www.cppp.gov.in
- d. SUBMISSION OF TENDER:-** Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as

mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected. If the bidder have not been able to submit tender cost & EMD online then the bidder will have to submit tender cost and EMD by courier or personally in the form of Demand Draft / Banker's Cheque / Pay order issued by any Scheduled Bank drawn in favour of Central Warehousing Corporation payable at **HYDERABAD** as per the above mentioned scheduled date and time. **Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification his technical bid is liable to be rejected. Tenderers are requested to visit clause 11.1 to 11.3 of tender document for detailed instructions.**

- e. Tenderer is required to submit Appendix VIII & Appendix-XII in lieu of tender document along with documents required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.**
- f.** Bidders who wish to participate in online tender have to register with the website through the “new user registration” link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
- g.** In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
- h.** Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid in Excel format only.
- i.** After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.
- j.** The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- k.** Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.
- l.** No definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation. No claim shall lie against corporation on this count.

- m.** The Central Warehousing Corporation reserves the right to accept / reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.
- n.** NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and comply all the conditions mentioned there in.
- o.** If the day fixed for opening of tender is subsequently declared a holiday, the tenders will be opened on the next working day following the Holiday but there will be no change in the time for opening indicated above.
- p.** Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).
- q.** The Regional Manager, CWC, RO, HYDERABAD may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenderers.
- r.** Any clarification regarding online participation, the bidder can contact:-

M/s Karnataka State Electronics Development Corporation Ltd., No. 29/1, Race Course Road, Bangalore-560 001. For local assistance, may call following help line numbers at KEONICS, **HYDERABAD. Shri VIVEK Mobile No. : 7097763880.**

REGIONAL MANAGER

:: INDEX OF TENDER DOCUMENT ::

S.No.	Description of Documents	Page No
1	Invitation to tender & Instructions to the tenderers.	9
2	Forwarding letter to the tenderer including General Information [A] Place of Operation.	9
3	[B] Brief Description of Work	10
4	Eligibility Criterion and Disqualification conditions	11-18
5	Terms for MSE	17-18
6	Volume of Work, Information about tenderers, Signing of Tenders, Earnest Money Deposit, Security Deposit, Delivery of Tender, Opening of Tenders, Corrupt Practice, Interview and acceptance of tender & Execution of Agreement	18-25
7	Annexure-I – Terms & Conditions governing to the Contract covering definitions, Object of the Contract, Parties to the Contract, Constitution of Contractor[s], Subletting, Relationship with third parties, Liabilities for personnel Payment of Wages to Workers, Weekly Off, Attendance Allowance, Canteen, Rest Rooms, Latrines & Urinals, Washing Facilities, First Aid facilities,	26-33
8	Bribes, Commission, Corrupt, Gifts etc., Period of Contract, Summary Termination, Security Deposit, Liability of Contractor or losses etc. suffered by Corporation, Set Off, Book Examination, Volume of Work, Remuneration, Payment, Delays, Strikes etc., Laws Governing to the Contract, Arbitration	33-40
9	Service to be performed by the Contractors – Clause XIX-B	41-43
10	Clause No. XIX-B – Services – For stocks received at or dispatched from Railway Station / Railway Siding or for stocks delivered to recipients Clause XX – Duties and Responsibilities of Contractor Black Listing Clause No. XXI, Interpretation of the Clause – XXII, Force Majeure – XXII, and Route Diversion – XXIV.	41-52
11	Appendix – I	57
12	Appendix-II	58-59
13	Appendix – III – Proforma of work experience certificate	60
14	Appendix-IV- Format for Solvency Certificate	61
15	Appendix-V- Format for Net Worth	62
16	Appendix-VI-Format for Power of Attorney for guidance purpose	63-64
17	Appendix-VII — undertaking for Proprietary firm	65
18	Appendix-VIII - Compliance of Bid Requirement	66
19	Appendix-VIII – (a) AFFIDAVIT duly attested by Notary (MSEs).	67
20	Appendix-IX – Undertaking for uploading true information.	68
21	Appendix-X undertaking for uploading performance bank guarantee	69

22	Appendix-XI -Alongwith Security Deposit as Performance guarantee [where tenderer does not have requisite experience as stipulated in the tender].	70-71
23	Pre contract integrity pact alongwith agreement for item / percentage rates	72-78
24	Appendix – XIII – Forwarding letter by the tenderer for submission of tender	79-80
25	Appendix – XIV [a] Sample of temporary contract labourer’s employment card	81
26	Form – I Appendix – XIV [b] Register of Fines	82
27	Form – II Appendix – XIV [c] Register of deduction for damages or loss caused to	83
28	Appendix-XV-Agreement	84
29	Price bid	53
30	Price Bid – Schedule of Rates & Services	53-56

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT CENTRAL WAREHOUSE, **NANDYAL AND RAILHEADS AT **NANDYAL / NANDYAL [ANDHRA PRADESH]****

FROM:

The Regional Manager,
Central Warehousing Corporation,
Regional Office,
Behind Gandhi Bhawan,
Nampally, **HYDERABAD** – 500 001.

Tel.No. 040-24732049, 040-24656682

Fax No. 040-24655979.

E-mail: rmhyd@cewacor.nic.in
cwchyd@ap.nic.in

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation) the Regional Manager, CWC, RO, **HYDERABAD** invites **Online** tenders, UNDER TWO BID SYSTEM, for appointment of contractors, for loading/unloading, handling and transport of **FERTILIZERS** and allied material etc; in and around Central Warehouse at **NANDYAL** for a period of **Two Years** from the date of joining or such later date, as may be decided, which can be extendable for a period of three months at the sole description of the Corporation on same rates, terms & conditions.

1. GENERAL INFORMATION

A. PLACE OF OPERATION:

- (a) The words in and around **NANDYAL** in these presents shall mean and include the area within a radius of 25 Kms.comprised the concerned revenue district / nearby districts from the Railway Station / Goodshed of **NANDYAL / NANDYAL**.
- (b) The Central Warehouse,**NANDYAL**..... consists of :
- (i) Central Warehousing Corporation's own godowns
Estimated Storage capacity**43,000**..... tonnes.
 - (ii) Central Warehousing Corporation's hired godowns.
Estimated Storage capacitytonnes.

Note: Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed / acquired during the contract period, the description of which is given in these documents, the Corporation may during the currency of the contract, take over / acquire/ construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of those, the description of which is given in these documents or out of those which are constructed / acquired later, during the pendency of the contract. In such an event the contract shall not be rendered void

and the contractors shall be bound to perform all the services / duties and execute all the works as per terms and conditions and rates of the contract and they shall not be entitled to make any claim whatsoever against the Corporation, for compensation, revision of rates or otherwise due to increase / decrease in the number of godown or the storage capacity of the godowns.

B. BRIEF DESCRIPTION OF WORK :

Unloading / loading of fertilizer bags etc. from /into Railway wagons/trucks, stacking, bagging, rebagging, weighing, standardization of fertilizer and transporting of Fertilizers and other notified commodities bags from Railway station/Goodshed to Corporation godowns or vice-versa or transporting them from any place to any other place (elaborate description of services given in the clause XIX of Annexure and terms & conditions).

The tenderers must get themselves fully acquainted with the size and location of godowns vis-à-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 size and location of godowns/group of godowns found later on.

The services required to be performed under the contract have been categorised in the Appendix-III and the description thereof has been enumerated under the head " Description of services ".

C. Volume of work : The Estimated volume of work under below operations :

S. No	Operation wise bifurcation of total volume of work done during Previous Financial Year.	Quantity in BAGS	
		Upto 25Kg	Above 25Kg &Upto 50Kg
1.	Unloading Fertilizer bags from Wagons, staking on the platform and loading into Trucks or directly loading into trucks after proper accountal, transportation to the CWC warehouse/unloading from trucks and stacking within the godown upto prescribed height as directed by warehouse manager or any officer authorised on his behalf in the godown Or Vice versa as metioned in clause XIX-G.A.1.	.NIL.	.NIL.
2	Unloading Fertilizer bag from Wagons, stacking on the platform and loading into parties trucks / after proper accountal or directly loading into truck at the Railway siding / Goodshed for direct deliveries mentioned in clause XIX-G.A.2.	.NIL.	.NIL.
3.	Unloading from truck stacking in the godown / Warehouse upto prescribed height as directed by warehouse manager or by any officer authorised on his behalf – XIX-G.A.3.	.NIL.	.NIL.
4.	Destacking in the godown loading into truck of the party for delivery as directed by warehouse manager or an officer acting on his behalf (as per description of the services given at XIX-G.A-4.	.NIL.	43,840
5.	B-7(i). Transportation & loading/ Unloading / Stacking of fertilizer bag within the warehouse premises from CWC / Railway Siding or Vice Versa XIX-G-B-7.	.NIL.	.NIL.

6.	8.	Transportation of Fertilizer bags from the Railway goodshed/Railway siding/CWC's warehouse to any destination within the distance as given below-XIX-G-B-8. Rate per MT Net weight (in Rs.)				.NIL.	.NIL.
	a)	Up to 05 kms.	...NIL...	e)	Up to 50 kms.	...NIL...	
	b)	Up to 10 kms.	...NIL...	f)	Up to 70 kms.	...NIL...	
	c)	Up to 20 kms.	...NIL...	g)	Up to 100 kms.	...NIL...	
	d)	Up to 30 kms.	...NIL...				
TOTAL QUANTITY :						.NIL.	43,840

The Evaluation of Price bid shall be made on the basis of Six major operations mentioned in Price bid i.e. item No. A- 1,2,3,4, B-7 & 8 and volume of work of which is shown above itemwise.

- i) No definite volume of work to be performed can be guaranteed during the currency of the contract. However, some items of general information are given in Appendix-I to the tender. The particulars given in the Appendix are intended merely to give the tenderers an idea of the approximate quantum of work to facilitate and to make their own assessment for giving quotation in accordance with the conditions of contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the annexure to tender will be performed.
- ii) The contract, if any which may eventuate from this tender, shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the tenderer and as given in the Annexures to the form of this tender.

3 ELIGIBILITY CRITERIA / Qualification conditions for Tender :

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should upload documentary evidence as mentioned below for fulfilling the eligibility criteria of the Tender :-

Sl.NO	Eligibility Criteria	Documentary proof to be uploaded
1.	Details of tenderer	Duly filled, compulsory ink signed and scanned copy of Appendix-I.
2.	<p>a) Tenderers should not have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid.</p> <p>b) Tenderers contract should not have been terminated by CWC/FCI during the last 3 years as on the last date of submission</p>	Undertaking in this regard compulsory ink signed by the authorized signatory as per Appendix-II

Sl.NO	Eligibility Criteria	Documentary proof to be uploaded
	<p>of bid.</p> <p>c) Tenderers EMD should not have been forfeited by CWC/FCI during the last 3 years as on the last date of submission of bid</p> <p>d) The proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company should not have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more,. The tenders on acquittal would be eligible.</p>	
<p>3.</p>	<p>Tenderer should have experience of Rake Handling and / or Transportation duly obtained from Manufacturer / PSU / Govt. Dept. / Public Ltd, Company / Private Limited Company dealing in the field of Fertilizer, FERTILIZERS, Cement, Sugar, Coarse grains or any other commodity. <u>Tenderer should have executed following value of work during preceding five years ;</u></p> <p>(a) At least 25% of the <u>total</u> estimated value of the contract to be awarded, in one single contract OR</p> <p>(b) 50% of the <u>total</u> Estimated value of the contract to be awarded, in different contracts.</p> <p>Note: The year for the purpose of experience will be taken as financial year [1st April to 31st March] excluding the financial year in which tender enquiry is floated.</p>	<p>Experience certificate in the proforma prescribed at Appendix III shall be produced from customers under their signature and stamp stating proof of satisfactory execution and completion of the contract[s] besides duly certifying nature, period of contract, and value of work handled.</p> <p>Remarks: All certificates issued by concerned parties should contain atleast above requisite information for considering experience as per terms of tender.</p>

Sl.NO	Eligibility Criteria	Documentary proof to be uploaded
4.	Solvency Certificate from any Scheduled Bank for Rs.19,958/- The certificate should not be issued six months prior to the date of submission of tender or should have validity as on last date of submission of tender.	The solvency certificate should be submitted in any of the formats as given in Appendix IV duly signed and stamped . The format is for the purpose of guidance. Minor deviation in wording of the solvency certificate can be accepted in case it is valid as on date of submission of the tender or is issued not more than six months before the last date of submission of tender.
5.	The tenderer must have a positive net worth based on the latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.	The bidder is required to upload Appendix V duly certified by a practising chartered Accountant based on latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.
6.	Power of Attorney Note: The bid should be uploaded by the authorised signatory as defined in Appendix-VI under his own digital signature.	Power of Attorney in favour of signatory(ies) duly attested by Notary as per Appendix VI which is for purpose of guidance only and deviation in the wording can be accepted.
7.	Bidder should be a (1) Registered Company/LLP in India under Companies Act, 2013 OR (2) <u>Registered</u> Partnership Firm OR (3) Proprietorship OR (4) Public Sector Undertaking/statutory body OR	<u>1)For Registered Company / PSU/ statutory body</u> i)Copy of Certificate of Incorporation ii)Copy of Memorandum of Association iii)Copy of Articles of Association iv) Current list of Directors. <u>2)For Partnership Firm</u> i)Copy of the partnership deed ii)List of partners iii)Copy of registration of Partnership deed. <u>3)For Proprietorship</u> i)Declaration of Proprietorship/Sole Proprietorship compulsory ink signed as per Appendix-VII <u>4) For LLP</u> i)Copy of Limited Liability Partnership Agreement

Sl.NO	Eligibility Criteria	Documentary proof to be uploaded
	<p>(5) Cooperative society OR</p> <p>(6) Others. (If the tenderer is a partnership firm/LLP, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation)</p>	<p>ii) Copy of certificate of registration iii) Current list of Partners</p> <p>5) <u>For Cooperative society</u> i) Bye-Laws (of co. operative Society) ii) Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry.</p> <p>6) <u>For others</u> i) Notarised copy of certificate of Incorporation.</p>
8.	<p>Tenderer understanding of tender document and his compliance of tender requirements. Note: a.The declaration from the tenderer confirming that he has understood the tender document and his bid complies with the tender requirements / terms & conditions of the tender document, he has quoted the rates without any condition / deviation and the rates quoted by him are as per tender document. b.Tenderer is advised not to upload the entire tender document; however Appendix VIII along with other documents required under eligibility criteria to be uploaded only. c.Tenderer shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.</p>	<p>Declaration from the tenderer as per Appendix VIII duly signed.</p>
9.	<p>Undertaking regarding submission of Authentic/Genuine documents/information.</p>	<p>Compulsory ink signed, Appendix IX</p>
10.	<p>Tenderers not having stipulated experience can participate in H&T contract, where the total estimated value of contract for Handling & Transport is less than</p>	<p>The bidder has to provide an undertaking as per Appendix- X.</p>

Sl.NO	Eligibility Criteria	Documentary proof to be uploaded
	<p>Rs. Five crores. In such cases tenderers can submit Appendix-X in lieu of experience certificate at Appendix- III</p> <p>Note: The tenderer will have to submit an additional performance Guarantee (besides security deposit) in the form of Bank guarantee of 10% of the total contract value from any of the Scheduled bank if selected. The format of the Bank Guarantee to be provided in such cases is at Appendix-XI</p> <p>(to be provided if applicable)</p>	
11.	<p>The tenderer should have achieved the average turnover of minimum Rs.49,895/- during the three preceding financial years.</p>	<p>The tenderer is required to upload the audited Balance Sheet and Statement of Profit & Loss A/C for the preceding three financial years with the bid. In case Balance Sheets and Statement of Profit & Loss A/C for the immediate preceding financial year have not been prepared /audited, the accounts for the year previous to the preceding three financial years can be uploaded. Where the tenderer is not under statutory obligation to get his Accounts audited, he can upload a certificate of practising Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years. The audited balance sheet and profit & loss accounts are must in case of Co-Operative Society & Ltd. / Pvt. Ltd., Companies. The Proprietary / Partnership Firms, whose turnover is more than Rs.60 lac during the year 2010-11 and 2011-12 and more than Rs 100 lac during the years 2012-13 onwards are required to produce audited balance sheet and profit & loss account. The proprietary / partnership firms having turnover upto 60 lac during the years 2010-11 & 2011-12 and upto Rs 100 lacs during years 2012-13 onward may submit the income tax return and statements of</p>

Sl.NO	Eligibility Criteria	Documentary proof to be uploaded
		accounts duly certified by chartered Accountant(s) given to the income tax department for the three preceding financial years along with the technical bid for verification of turnover.
12.	Income tax returns	Certified Copies of the Income Tax Returns for preceding three financial years. In case ITR for immediate preceding financial year is yet not filed, ITR for the financial year previous to the preceding three financial years along with audited balance sheet and profit & loss a/c of the relevant year can be uploaded.
13.	PAN Number	Copy of PAN Card
14.	Goods & Services Tax Registration No.	Copy of Valid Goods & Services Tax(GST) registration Number.
15.	Registration under Food Safety and Standards Authority of India (FASSAI)	The tenderer should submit the copy of the licence / within 30 days of award of the work. In case the same has been applied for, the copy of application may be submitted within 30 days of award of work.
16.	Tender registered under micro and small enterprises. (if applicable) ANNEXURE - VIII - (a)	<u>Micro & Small Enterprises (MSEs) registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies.</u> <u>An attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. is to be provided.</u> <u>Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter. Tenderer shall submit an Affidavit duly attested by the Notary as per Annexure - VIII - (a).</u>

Sl.NO	Eligibility Criteria	Documentary proof to be uploaded
17.	Cost of the Tender	Scanned Copy of Document showing Unique Transaction Reference (UTR) of RTGS/NEFT OR Proof for payment through e-payment/Net banking OR scanned copy of Demand Draft OR certificate of registration for tenderers registered under MSEs)
18.	EMD	Scanned Copy of Document showing Unique Transaction Reference (UTR) of RTGS/NEFT OR Proof for payment through e-payment/Net banking OR scanned copy of Demand Draft OR certificate of registration for tenderers registered under MSEs)
19.	Financial Bid	Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Price Bid in Excel format only.
20.	Pre-Contract Integrity Pact	Appendix-XII(compulsory ink signed on each page of annexure)

1. DISQUALIFICATION CONDITIONS

- a) Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission will be ineligible during the period of such blacklisting.
- b) Tenderers EMD should not have been forfeited by CWC/FCI during the last 3 years as on the last date of submission of the bid.
- c) Tenderers contract should not have been terminated by CWC/FCI during the last 3 years as on last date of submission of bid.
- d) If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years rigorous imprisonment or more, such tenderer will be ineligible. However if on acquittal by the appellate court the tenderer will be eligible.
- e) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.

2. OTHER DETAILS :-

a) Terms for Micro & Small Enterprises :-

- I. Tender document cost will not be charged from Micro & Small enterprises (MSEs).

- II. MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit (EMD).
- III. MSEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
- (i) District Industries Centers
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board.
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Any other body specified by Ministry of MSME.
- IV. The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose a attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- V. The benefit as stated above to MSE, shall be available only for goods / services produced & provided by MSEs for which they are registered.
- VI. In case the MSE does not fulfil the criteria at Sr. No III, IV and V above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.
- VII. **As per Public procurement policy on MSE, Considering that this is a non-divisible tender, an MSE quoting in the price band of L1 + 15% will be awarded for full / complete work of tender, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L1 rate after negotiation if any, by the MSE concerned.**
- b) **Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.**
- c) The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.

- d) NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and comply all the conditions mentioned there in.

The bid should be uploaded by the authorised signatory as defined in Appendix-VI under his own digital signature. In failure to do so the bid will be treated as ineligible.

3. Volume of work :

- a) No definite volume of work to be performed can be guaranteed during the currency of the contract. It should be clearly understood that no guarantee is given that all items of work as shown in the Appendix to the tender shall be performed/required to be performed under the contract. No claim shall lie against the corporation on this account and shall not be entitled to make any claim whatsoever against the corporation for compensation, revision of rate or otherwise.
- b) The successful tenderers shall be bound to execute all works as assigned under the terms of contract.

4. ANNUAL VALUE :

The annual value of H&T contract for General Warehouses shall be arrived at on the basis of following formula :-

Annual value of contract	=	Lowest valid acceptable rate received in tender enquiry	Multiplied by	Average annual Turnover based on Value of work done during past two years plus expected annual increase in work during contract period.	Divided by	Rate at which Work done During last Contract for two years.
--------------------------	---	---	---------------	---	------------	---

In case of new warehouse or where no H&T work was undertaken earlier, two turnovers of stock in reserved space for depositors who have entrusted H&T work to CWC may be assumed as annual volume of work to determine the annual value of contract as under :-

Annual Value of contract	=	Lowest acceptable valid Rate received in tender enquiry	Multiplied by	Annual volume of work
--------------------------	---	---	---------------	-----------------------

5. EARNEST MONEY DEPOSIT (EMD) :

Each tender must be accompanied by an EMD of **Rs.1,996/-** (Rupees **One Thousand Nine Hundred and Ninety Six** only) in the form of Demand Draft / Bankers Cheque / Pay Order or from/ RTGS / NEFT /or electronic mode from any scheduled bank in favour of **Regional Manager, CWC, RO, HYDERABAD** Payable at **HYDERABAD**. Tenders not accompanied by EMD shall be liable to be summarily rejected.

MSEs registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be valid as on

last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter.

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

Earnest money shall be forfeited in the event of the tenderers failure, after the acceptance of his tender, to furnish the requisite security deposit by the due date to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.

Any false/ wrong information/ credentials submitted may lead to the tenderers being blacklisted in CWC and debarred for participating in tender for next five years besides forfeiture of the Earnest Money Deposited.

6. Security Deposit :

- i. Successful tenderer shall furnish, within a week of the acceptance of his tender, a security deposit of **Rs.9,980/-**(Rupees **Nine Thousand Nine Hundred and Eighty** only). The successful tenderer, however, shall be given the option to pay 50 per cent of the security deposit within the above mentioned period and the remaining by deduction at the rate of five percent from each admitted bill, for work done under the contract.
- ii. The Security Deposit amount shall be deposited in favour of the **Regional Manager, CWC, RO, HYDERABAD** in the form of Demand Draft/NEFT/RTGS issued by scheduled banks only.
- iii. The Security deposit furnished by the tenderer would be subject to the terms and conditions given in the Appendix to this tender and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- iv. If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit shall be required to be furnished.
- v. The contractor shall furnish within a week of the acceptance of their tender, security deposit as prescribed in the invitation to tender .In the event of tenderers failure after the acceptance of his tender to furnish requisite security deposit by the due date and not taking over the work, the EMD shall be liable to be forfeited. Besides, the Corporation may suspend/ban the trade relations with them or debar to participate in all future tender enquiries with CWC based on merit of each case up to a period of five years without prejudice to any other rights and remedies of the Corporation under the contract and law. The decision of Managing Director in this matter shall be final and binding to the tenderer. The contractor at their option, may deposit 50 per cent of the prescribed security at the time of acceptance of the contract while the balance 50 per cent may be paid by the contractor by deductions at the rate of 5 per

- cent from the admitted bills of the contractors.
- vi. The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the time it is held by the Corporation.
 - vii. The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract and on submission of a No Demand Certificate, subject to such deduction from, the security as may be necessary for making up of the Corporation's claims against the contractor.
 - viii. In the event of termination of the contract envisaged in Clause-X, the Regional Manager, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.
 - ix. The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
 - x. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining due balance.
 - xi. Whenever the security deposited falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

7. Selection of Lowest Bidder :

The Evaluation of Price bid shall be made on the basis of Six major operations mentioned in Price bid i.e. item No. A- 1,2,3,4, B-7 & 8 and volume of work of which is shown above itemwise.

- i) No definite volume of work to be performed can be guaranteed during the currency of the contract. However, some items of general information are given in Appendix-I to the tender. The particulars given in the Appendix are intended merely to give the tenderers an idea of the approximate quantum of work to facilitate and to make their own assessment for giving quotation in accordance with the conditions of contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the annexure to tender will be performed.
 - ii) The contract, if any which may eventuate from this tender, shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the tenderer and as given in the Annexures to the form of this tender.
- (a) The technical bid shall be opened on the due date and time as specified in tender. The price bid of only such tenderers, whose technical bid is found to be qualified, shall be opened. The time and date of opening of price bid shall be

- fixed and shall be intimated to qualified parties only.
- (b) Necessary clarification required by the Corporation shall be furnished by the tenderer within the time frame given by the Corporation for the same as per procedure given in 11.1 to 11.3.
 - (c) The bids of such tenderers who do not pay the cost of tenders and / or do not pay the Earnest Money Deposit shall not taken cognizance of.
 - (d) It should be clearly understood by the Tenderer[s] that no opportunity shall be given to him / them to modify or withdraw his / their offer after the date and time stipulated for submission of tender. In case of any modification or withdrawal of the offer by any bidder after the date and time stipulated for submission of tender, the EMD submitted with tender shall be forfeited.
 - (e) The Tender Form shall be filled in by the Tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Tenderer. The decision of CWC to interpret the rates filled in by the tenderer, shall be final and binding on the contractor.
 - (f) **In case where there is more than one tenderer quoting the same rates due consideration shall be given to financial turnover as submitted under serial no. 11 of eligibility criteria for the purpose of selection of L1. In such cases, tender shall be awarded to the tenderer having higher average financial turnover of preceding three years for which turnover has been given in the tender.**

8. SUBMISSION OF TENDER :-

Tenderer shall submit their offer in electronic format on the www.tenderwizard.com/CWC, website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected. If the bidder have not been able to submit tender cost & EMD online than the bidder will have to submit tender cost and EMD by couriers or personally in the form of Demand Draft / Banker's Cheque / Pay order issued by any Scheduled Bank drawn in favour of Regional Manager, Central Warehousing Corporation payable at **HYDERABAD** as per the above mentioned scheduled date and time.

The instructions to be followed for submitting the tender are set out below :

- I. Information about tenderers :
The tenderers must furnish full, precise and accurate details in respect of information asked for in Appendix I & II attached to the form of tender. Same should be scanned and uploaded.
- II. Uploading/Signing of tenders :
Person or persons uploading/signing the bid shall be Authorised to do so as per **Appendix-VI**. The bid should be uploaded by the authorised signatory as defined in Appendix-VI under his own digital signature.

The bidder shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.

Tenderer is required to submit Annexure-VIII in lieu of tender document along with other documents required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.

The Tenderer can be asked to give clarification and missing document(s), to be submitted within a specified period of time and in case of failure of tenderer to give such clarification and missing document(s) his technical bid is liable to be rejected.

8.1 Preliminary scrutiny of bids :-

The Corporation will scrutinize the bids received to see whether they meet the basic requirements as incorporated in the bid document. The bids which do not meet the basic requirements shall be treated as unresponsive and ignored. The following are grounds due to which a bid may be declared as unresponsive and will be ignored during the initial scrutiny:

- (i) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed);
- (ii) The bid is not legible;
- (iii) Required EMD and cost of tender has not been received;
- (iv) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- (v) The bidder has not quoted for all the items, as specified in Financial Bid.
- (vi) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.

Only the bids which are not unresponsive shall be taken up for further evaluation.

8.2 Further evaluation of Stage: I Technical Bid :-

- (a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- (b) The Corporation, if necessary may ask the tenderer for any specific information/clarification relating to qualifying document/condition or can seek and missing document(s). The required clarification and missing document(s) must be uploaded within specified time subject to maximum of 15 days on the same portal as per the procedure prescribed below i.e. in clause 8.3.

The missing documents to be submitted should not be of a date later than the date of submission of original bid, however Net Worth Certificate as per Appendix -V, Affidavit of Proprietary Firm as per Appendix -VII, Compliance of

bid requirement as per Appendix-VIII, Affidavit regarding certification of genuineness & authenticity of documents as per Appendix-IX and Pre-contract Integrity Pact as per Appendix-XII submitted as missing documents can be of a date after the date of submission of original bid. The missing documents sought is allowed to be submitted only by uploading on the tender website through which same has been asked.

- (c) Corporation well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- (d) The tenderer has the option to respond or not to respond to these queries.
- (e) The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.
- (f) If the tenderer fails to respond, within the stipulated time period or the clarification(s) and missing document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- (g) All the responses to the clarifications and missing document(s) will be part of the Proposal of the respective tenderer and if the clarifications and missing document(s) are in variance with the earlier information in the proposal, the information provided in later stages will also be the part of the evaluation process for technical qualification.

8.3 Procedure to be followed for obtaining missing documents and specific clarification:

- (a) An Icon for clarification and missing document(s) shall appear on “Bid details” page (in front of each of the bidder’s name) at Corporation’s end after opening of Technical / Financial Bid.
- (b) Corporation shall click on clarification and missing document(s) icon for the desired bidder and enter the details of clarifications and missing document(s) sought within the prescribed time.
- (c) After entering the details of clarification and missing document(s) sought by the Corporation, same icon is to be clicked at bidder’s end for replying to the particular clarification and missing document(s) sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification and missing document(s) sought by the Corporation.
- (d) Bidder will click on clarification icon and will reply to the same and upload the required clarification and missing document (optional) in support of clarification sought, and also submit missing document, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.
- (e) Once the prescribed time expires, the reply button of clarification and missing document(s) screen from bidder side shall also disappear automatically.
- (f) After expiry of prescribed time, Corporation shall download the clarification and missing document(s) submitted by the bidder.

- (g) Bidder to refer clarification and missing document(s) manual available on e-portal (www.tenderwizard.com)/CWC or seek assistance from the Help desk.

9. Opening of Tenders :

The on line tenders [technical bid] shall be opened on the date and time specified. If the date for opening of tenders happens to be a holiday, the tenders will be opened on the next working day following the holiday.

10. Corrupt Practices :

Any bribe, commission, or advantage offered or promised by or on behalf, of the tenderer to any officer or servant of the Corporation shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing on the part or on behalf, of the tenderer shall also make his tender liable to rejection.

11. Interviews and acceptance of tender :

The tenderers should be prepared to proceed to the Regional Office of CWC or the Corporate Office of CWC at New Delhi, at their own expense and without any obligation, if called upon to do so, by the Regional Manager, CWC (or an Officer authorized to act on his behalf). The Regional Manager, CWC, Regional Office ... for and on behalf of the CWC, reserves the right to reject any or all tenders without assigning any reason and does not bind himself to accept the lowest or any tender. He also reserves the right to accept the tender for any or all the offers. The successful tenderer shall be advised of the acceptance of his tender by a letter /telegram/ fax/ email. Where acceptance is communicated by telegram/ fax/e-mail the same shall have to be acted upon immediately, without awaiting for the post copy in confirmation.

12. Execution of Agreement :

The successful tenderer shall enter into an agreement with the Corporation in the format as appended. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value.

- (i) The execution of agreement shall be preceded by furnishing of Security deposit as detailed above. *The agreement shall be executed within one week of the acceptance of the tender, failing which the Contract is liable to be terminated. In such case the Earnest Money Deposit of the tenderer shall stand forfeited.*
- (ii) The Regional Manager may at his discretion, however, on a specific request by the successful tenderer, give additional time to the tenderer to furnish the Security Deposit and execute the Agreement, which in any case shall not exceed more than 15 days in all, including the original one week period.

Yours faithfully

DATE:

()
**FOR AND ON BEHALF OF THE REGIONAL MANAGER,
 CWC, REGIONAL OFFICE, HYDERABAD.**

Annexure - I**TERMS AND CONDITIONS GOVERNING CONTRACT FOR TRANSPORT, UNLOADING / LOADING OF FERTILIZERS AND ALLIED MATERIAL AT CENTRAL WAREHOUSE AT NANDYAL Andhra Pradesh State.****[I] Definitions :-**

- [i] The term 'Contract' shall mean and include the notice inviting tender, the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexures and schedules, acceptance of tender and such general and special conditions as may be added to it;
- [ii] The term 'Contractor' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be;
- [iii] The term 'Corporation' and the Central Warehousing Corporation, wherever occur shall mean the Central Warehousing Corporation established under Warehousing Corporation Act 1962 will include its Managing Director and its successor or successors and assigns.
- [iv] The term "FERTILIZERS" shall mean and include Wheat, Paddy and Rice stored / handled/ transported on behalf of CWC's depositors;
- [v] The term 'Godown' / 'Warehouse' shall mean and include depots, godowns, warehouse already belonging to or under occupation of the CWC or may hereafter be constructed or acquired by it at any time and shall also mean and include open platform/plinths built or constructed for storage of food grains inside or outside the premises;
- [vi] The term 'Managing Director' shall mean the Managing Director of the Corporation;
- [vii] The term 'Regional Manager' shall mean the Regional Manager of the CWC under whose administrative jurisdiction, the Central Warehouse/ Godowns falls. The term 'Regional Manager' shall also include the Warehouse Manager and every other officer authorized by him from time to time to execute contract on behalf of CWC;
- [viii] The term 'Services' shall mean the performance of any of the items of work enumerated in schedule of services as elaborated in **Clause XIX** herein including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Regional Manager, or an officer acting on his behalf;
- [ix] The term 'Truck' wherever mentioned shall mean mechanically driven vehicles such as lorries etc., and shall exclude animal driven vehicles;

[II] Object of the Contract :

The contractors shall render all or any of the services given in Clause XIX and schedule of rates, as and when necessary, as directed from time to time by the Regional Manager or an officer acting on his behalf together with such additional, auxiliary and incidental, duties, services and operations, as may be indicated by the Regional Manager or an officer acting

on his behalf and are not inconsistent with these terms and conditions.

[III] Parties to the Contract :

- [a] The Parties to the contract are the Contractor and the Central Warehousing Corporation represented by the Regional Manager and/ or any other person authorized and acting on his behalf.
- [b] The person signing, the tender or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, on enquiry, it is found that the person concerned has no such authority, the Central Warehousing Corporation represented through the Regional Manager, may, without prejudice to other civil and criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.
- [c] Notice or any other action to be taken on behalf of the Central Warehousing Corporation may be given / taken by the Regional Manager or any other officer so authorized and acting on his behalf.

[IV] Constitution of Contractor/s :

- [a] Contractor shall at the time of submission of tender declare whether they are Sole Proprietary concern or registered partnership firm or private limited company or a public limited company, Cooperative Society incorporated in India or a Hindu undivided firm. The composition of the partnership, names of Directors of Companies and name of the Karta of Hindu undivided family as the case may be, shall also be indicated. Similarly in case of Cooperative Society, the name of Secretary, by-laws and areas of operation should be indicated. The Contractor shall also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The person/s so nominated shall be deemed to have power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractor.
- [b] The Contractor shall not, during the currency of the contract, make without the prior approval of the Corporation, any change in the constitution of the firm. The contractor shall notify to the Corporation the death/resignation of any of their partner/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

[V] Subletting:

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

In case of individual / sole proprietorship firm, the contract comes to an end with the death of the contractor / individual or the proprietor of the sole proprietorship firm and

contract shall not be awarded to his legal heirs.

[VI] Relationship with third parties:

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

[VII] Liability for Personnel :

- (a) All persons employed by the contractors shall be engaged by them as their own employees/workers in all respects and the responsibility under the Workmen's Compensation Act 1923; Employees Provident Fund Act 1952; Maternity Benefit Act 1961; Contract Labour (Regulation & Abolition) Act 1970; Payment of Gratuity Act 1972; Equal Remuneration Act 1976; ESI Act 1948; Minimum Wages Act 1948 or any other similar enactments and rules made there under with up to date amendments in respect of all such personnel shall be that of the contractor. The contractor shall be bound to indemnify the Corporation against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act, 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the contractor or not.
- (b) The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act, 1952, and the scheme framed there-under in respect of the labour employed by him. The contractor shall recover the amount payable by such employees and deposit the same with concerned PF authorities. The contractor shall enclose the copy of Challan form in support of payment of bipartite PF contribution with the successive wage bill to the principal employer failing which the H&T bills will not be cleared. If, on account of the default of the contractor in making such payments or for any other reason, the Corporation makes such contributions on behalf of the contractor, the CWC shall be entitled to set off against the amount due to the contractor, the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the labour employed by the Contractor.

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

- (c) In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Govts./Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

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

I. Payment of Wages to Workers :-

The contractors shall pay not less than minimum wages to the workers engaged by them on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the rate(s) notified by appropriate authority at the time of inviting tenders for the work. Where such wages have not been so notified by the appropriate authority, the wages prescribed by the Regional Manager as minimum wage shall be made applicable. The contractor shall maintain necessary records and registers like wage book and wage Slip etc. Register of unpaid wages and Register of Fines and Deductions giving the particulars as indicated in **Appendix XIII**, The minimum wages prescribed for the time being for piece rate and time rate workers are as indicated below :

Time rated worker ('Male')

– do - ('Female')

1. Piece Rated Workers

Provided that equal wages to women labour at par with men shall be paid for similar nature of work to comply with the provisions of Equal Remuneration Act 1976.

II. Weekly off :-

The contractors shall allow or cause to be allowed to the workers directly or indirectly employed in the work one day rest for six days continuous work and pay wages at the same rate as for duty.

III. Attendance Allowance :-

The contractor shall pay attendance allowance of Re.1.00 (Rupee one) only per day to the regular workers generally employed by him on piece rate or time rate basis when such worker report for duty on the day but is not booked or given work for the day shift.

Aforesaid wage/ benefits at Clause VII (d) (i) to (iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The Regional Manager shall have the right to deduct from money due to the contractor, any sum required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages, or of deductions made from his or their wages which are not justified or non observations of the regulations/enactments mentioned in Clause VII(a) and VII (b).

- (e) Welfare and Health of Contract Labour : Duties and responsibilities of the contractor .

1. CANTEEN :-

- I. Under Section 16 of the Contract Labour (Regulation & Abolition) Act, 1970 the contractor shall provide within 60 days from the commencement of the employment of contract labour or where the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are employed an adequate canteen.
- II. If the contractor fails to provide the canteen within the time laid down in para (i) the same shall be provided by the principal employer. All expenses incurred by the principal employer in providing this amenity shall be recovered by the principal employer from the contractor either from the admitted bills submitted by the contractor from time to time or shall be treated as a debt payable by the contractor;
- III. The canteen shall be maintained by the contractor in accordance with the provisions of the relevant laws, rules and regulations;
- IV. The foodstuffs and other eatables to be served in the canteen shall be in conformity with the normal eating habits of the contract labour.
- V. The charges for foodstuffs, beverages and other eatables served in the canteen shall be based on “no profit, no loss” and shall be conspicuously displayed in the canteen.
- VI. In arriving at the prices of foodstuffs and other articles served in the canteen the following items shall not be taken into consideration as expenditure, viz;
 - a) The rent for land and building;
 - b) The depreciation and maintenance charges for the building and equipment’s including furniture, crockery, cutlery & utensils;
 - c) The water charges and other charges incurred for lighting and ventilation;
 - d) The interest on the amount spent on the provision and maintenance of furniture and equipment provided in the canteen.
- VII. The books of accounts and registers and other documents used in connection with the running of the canteen shall be produced on demand for inspection.
- VIII. The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.
- IX. Provided that the Chief Labour Commissioner (Central) or an officer authorized by the appropriate Govt. (Appropriate Govt. in the case of CWC is the Central Government) may approve of any other person to audit the accounts, if he is satisfied that it is not feasible to appoint a registered accountant and auditor in view of the site or location of the canteen.

[2] Rest Rooms :-

- I. In every place, wherein contract labour is required to halt at night in connection with

working and employment of contract which is likely to continue for 3 months or more, the contractor shall provide and maintain rest rooms within 15 days of the commencement of the employment of contract labour.

- II. If the amenity referred to in sub-rule (i) is not provided by the contractor within the prescribed period, the principal employer shall provide the same after the expiry of the same period laid down in Sub-rule (i) and expenses as incurred deducted as per clause 1(ii) above.
- III. Separate rest rooms shall be provided for the woman employees;
- IV. Effective and suitable provision shall be made in every room for securing and maintaining adequate ventilation by the circulation of fresh air and these shall also be provided and maintained with sufficient and suitable natural or artificial lighting;
- V. The rest room(s) shall be of such dimensions as provided for in rules framed Contract Labour (Regulation & Abolition) Act 1970, as amended from time to time.
- VI. The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of the roof. The sheds shall be roofed with at least thatch and mud flooring with a dwarf wall around, not less than two & half feet. Sheds as provided should be kept clean and should be able to provide adequate protection against heat, wind, rain and shall have smooth, hard and impervious floor surface;
- VII. The rest room(s) shall be at a convenient distance from the establishment and shall have adequate supply of wholesome drinking water.

[3] LATRINES AND URINALS :-

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

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

[b] Where males are employed, there shall be at least one latrine for every 25 males.

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

- II. Every latrine shall be under cover and so partitioned off as to secure privacy and shall have proper doors and fastenings.
- III. Where workers of both sexes shall be employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by majority or workers "For Men Only" and "For Women only" bearing the figure of a man or a woman, as the case may be.

- IV. There shall be at least one urinal for male workers upto 50 and one for female workers upto 50 at a time, Provided that where the number of males or females exceeds 500, there should be one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereof thereafter.
- i. The latrines and urinals shall be conveniently situated and accessible to workers at all times.
 - ii. The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. The number of cement washing shall be noted in the register maintained for the purpose and kept available for inspection. Latrines and Urinals other than those connected with a flush sewage system shall comply with the requirements of the public health authorities.
 - iii. Water shall be provided by means of a tap or otherwise so as to be conveniently accessible in or near the latrine & urinals.

[4] **WASHING FACILITIES** : -

- I. Adequate and suitable washing and bathing places, separately for men and women, shall be provided by the contractor.
- II. Such facilities shall be conveniently accessible and shall be kept clean and in hygienic conditions.

[5] **FIRST AID FACILITIES**: -

- I. The contractor shall provide and maintain readily available first aid boxes during all the working hours at the rate of not less than one box for 150 contract labour or part thereof.
 - II. The first aid box shall be distinctively marked with a red cross on a white ground and shall contain the equipment's as provided for in the Contract Labour (Regulation & Abolitions) Act of the "appropriate" Government.
 - III. Adequate arrangement should be made for immediate recoupment of the requirement whenever necessary.
- [6] If the amenity is not arranged by the contractor within thirty days from the commencement of the contract labour, the same shall be provided by the principal employer after the expiry of the said period and the expenses incurred shall be either deducted from the admitted bills of the contractor or treated as debt payable by the contractor.
- [7] Nothing except the prescribed contents shall be kept in the first aid box.
- [8] The First Aid box shall be kept readily available in-charge of person trained in First Aid treatment.

- a) Every tenderer whose tender is accepted by the Corporation shall immediately apply for license to the prescribed licensing authority through the CWC in terms of Section 12 of the Contract Labour (R&A) Rules, 1970 before entering up on any work under the contract. The contractor shall also obtain temporary licenses whenever required under Rule 32 of the relevant Rules in cases where he intends to employ more labour in number than that mentioned in the regular license for short durations not exceeding 15 days. The contractor shall also make an application through the principal employer for renewal on the expiry of the regular license. The contractor shall also get the temporary license renewed, whenever necessary, through the principal employer. If for any reason, the application for a license is rejected by the licensing/appellate authority, the contract shall be liable to be terminated at the risk and cost of the contractor and the decision of the Regional Manager, CWC, Regional Office, **HYDERABAD** in this regard shall be final and binding on the contractor.
- b) The Corporation shall be fully indemnified by the contractor against all payments, claims and liabilities whatsoever incidental or direct, arising out of or for compliance with or enforcement of the provisions of the above said acts or similar others enactments of the country as they are at present or as they would stand amended from time to time, to the extent they are applicable to the establishments/ works in the Corporation.
- c) The Warehouse Manager concerned or Regional Manager of the Region of the Corporation shall have the right to deduct from any money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not authorized or justified by the terms of the contract or non-observance of the Rules and Regulations and or Acts by way of fulfilment of any obligations on the part of the contractor for strict observance of the provisions of the aforesaid laws.
- d) In every case in which by virtue of the provisions of subsections (1) of Section 12 of the Workmen's Compensation Act, 1923 the corporation is obliged to pay compensation to a workman employed by the contractor. In execution of the contract the Corporation will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the Corporation under Sub-section (2) of Section 12 of the said Act, the Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the Contractor whether under the contract or otherwise.
- e) GST or any other tax on input material or services used by contractor in respect of this contract shall be payable by the contractor and Central Warehousing Corporation will not entertain any claim whatsoever in this respect.
- f) The Contractor shall have to allow CWC representatives as escort to travel in the lorry, if required.

[VIII] Bribes, Commission, Corrupt gifts etc. :-

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

[IX] Period of Contract :-

- i. The contract shall remain enforce for a period of **Two Years** from or such later date as may be decided by the Regional Manager but the Regional Manager at his sole discretion, reserves the right:
- ii. To extend the period of contract by **three months further beyond** the original contract period of **Two years** on the same rates, terms and conditions;
- iii. To terminate the contract at any time during its currency without assigning any reason therefore by giving thirty days notice in writing to the contractor at their last known place of residence / business and the contractor shall not be entitled to any compensation by reason of such termination.

The action of the Regional Manager, CWC, Regional Office **HYDERABAD** under this clause shall be final, conclusive and binding on the contractor and shall not be called into question.

[X] Summary Termination :-

- (a) The Regional Manager shall have, *without prejudice to other rights and remedies*, the right, in the event of breach by the contractors of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract, at the risk and cost of the contractors and /or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or unwork-man like performance of any of the services under the contract and to claim from the contractors any resultant loss sustained or cost incurred The non performing/defaulting H&T contractor may also be suspended/banned for trade relations/blacklisting for a period upto 5 years based on the gravity of non-performance / default of the contractor by the Managing Director of CWC whose decision in the matter shall be final and binding.
- (b) In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors in such eventuality the security deposit shall be stand forfeited.

[XI] Security Deposit:

- a) Successful tenderer shall furnish, within a week of the acceptance of his

tender, a security deposit of Rs. **9,980/-** (Rupees **Nine Thousand Nine Hundred and Eighty** only). The successful tenderer, however, shall be given the option to pay 50 per cent of the security deposit within the above mentioned period and the remaining by deduction at the rate of five percent from each admitted bill, for work done under the contract.

- b) The Security Deposit amount shall be deposited in favour of the Regional Manager, CWC, **HYDERABAD** in the form of Demand Draft issued by scheduled banks only.
- c) The Security deposit furnished by the tenderer would be subject to the terms and conditions given in the Annexure to this tender and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- d) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit shall be required to be furnished.
- e) The contractor shall furnish within a week of the acceptance of their tender, security deposit as prescribed in the invitation to tender .In the event of tenderers failure after the acceptance of his tender to furnish requisite security liable to be deposit by the due date and not taking over the work, the EMD shall be forfeited. Besides, the Corporation may suspend/ban the trade relations with them or debar to participate in all future tender enquiries with CWC based on merit of each case up to a period of five years without prejudice to any other rights and remedies of the Corporation under the contract and law. The decision of Managing Director in this matter shall be final and binding to the tenderer. The contractor at their option, may deposit 50 per cent of the prescribed security at the time of acceptance of the contract while the balance 50 per cent may be paid by the contractor by deductions at the rate of 5 per cent from the admitted bills of the contractors.
- f) The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the time it is held by the Corporation.
- g) The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract and on submission of a No Demand Certificate, subject to such deduction from, the security as may be necessary for making up of the Corporation's claims against the contractor.
- h) In the event of termination of the contract envisaged in Clause-X, the Regional Manager, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be

suffered or incurred by the Corporation.

- i) The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
- j) In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining due balance.
- k) Whenever the security deposited falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

[XII] Liability of Contractors for losses etc. suffered by Corporation: -

- (a) The contractors shall be liable for all costs, damages, demurrages, wharfages, forfeiture of wagon, registration fees, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and un-workman like performance of any services under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage, etc. and for all damages or losses occasioned to the corporation due to any act whether negligence or otherwise of the contractors themselves or their employees. The decision of the Regional Manager regarding such failure of the contractor and their liability for the losses, etc. suffered by Corporation shall be final and binding on the contractor.
- (b) The Corporation shall be at liberty to reimburse themselves of any damages losses, charges, costs or expenses suffered or incurred by them due to contractor's negligence and un-workmanlike performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the contractors under this or any other contract with the Corporation. In the event of the sum, which may be due from the Corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in para XI. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation, on demand, the remaining balance of the aforesaid sum claimed.
- (c) In the event of default on the part of the contractor in providing labour, weighing scales, weights etc. and /or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the Regional Manager or any officer acting on his behalf, the Regional Manager shall, without prejudice to other rights and remedies under this agreement, have the right to recover by way of compensation from the contractor a sum of Rupees Five Hundred or any lesser sum per day or part of

a day of the default as the Regional Manager in his absolute discretion may determine, subject to the total compensation/liquidated damages during the duration of the contract not exceeding 15% of the value of the contract. The decision of the Regional Manager on the question whether the contractor has committed such default or has failed to perform any of such services efficiently and is liable to pay compensation/liquidated damages and as to the quantum of such compensation/liquidated damages shall be final and binding on the contractor.

- (d) The Contractor shall be responsible for the safety of the goods from the time they are unloaded at Railhead from Rail wagon and / or loaded on their trucks from Railway Station or siding Godowns, until they have been unloaded from their trucks at godowns or at other destination, they shall provide tarpaulins on decks of the trucks so as to avoid loss of grain, etc. through the holes / crevices in the decks of the trucks. They shall deliver the number of bags and the weight of FERTILIZERS, and allied material received by them and loaded on their trucks and shall be liable to make good the value of any loss, shortage or damage during transit. The Regional Manager shall 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 contractor for such loss and the amount to be recovered from them. The decision of the Regional Manager in this regard shall be final and binding on the contractor.
- (e) The contractor shall not only be responsible for the road transit losses for the movement from warehouse to warehouse and from warehouse to god shed, but shall also be responsible for the full bag shortage, if any received at destination for FCI stocks in both Rail and Road movements.
- (f) The contractor shall be responsible to supply adequate and sufficient labour, scales/trucks/carts/any other transport vehicle for loading/unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the Regional Manager or an offices acting on his behalf. If the contractor fails to supply the requisite number of labour scales and trucks/carts, the Regional Manager shall at this entire discretion without terminating the contract be at liberty to engage other labour, scale, trucks/carts etc. at the risk & cost of the contractor, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any again resulting from entrustment of the work to another party. The decision of the Regional Manager shall be final & binding on the contractor.
- (g) The contractor shall be responsible to supply adequate and sufficient labour, scales/trucks/carts/any other transport vehicle for loading/unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the Regional Manager or an officer acting on his behalf. If the contractor fails to supply the requisite number of labour, scales and trucks/carts, the Regional Manager shall, at his entire discretion without terminating the contract be at liberty to engage other labour, scales,

trucks/carts, etc. at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Regional Manager shall be final and binding on the contractor.

- (h) The Contractor shall engage competent adequate staff and labour to the satisfaction of the Regional Manager or an officer acting on his behalf for ensuring efficient handling and transport of FERTILIZERS etc. and furnishing correct and up to date position/information/progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, his servants or agents or representatives. The Regional Manager shall have the right to ask for the dismissal of any employee of the contractor, 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 contractor, his servants or agents or representatives shall be final and binding on the contractor.

[XII-A] Set off:

Any sum of money due and payable to the contractor (including security deposit returnable to them) under this contract may be appropriated by the Corporation and set-off against any claim of the Corporation for the payment of any sum of money arising out of or under any other contract made by the contractor with the Corporation.

[XIII] Book Examination:-

The contractor shall, whenever required, produce or cause to be produced, for examination by the Regional Manager or any other officer authorized by him in this behalf, any cost or other accounts book of accounts, vouchers, receipts, letters memorandum or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner, as may be required relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract. The decision of Regional Manager on the question of relevancy of any documents information or return shall be final and binding on the contractor. The contractor shall produce the required documents information and returns at such time and place as may be directed by the Regional Manager.

[XIV] Volume of Work

- (a) Subject as hereinafter mentioned the Corporation do not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confer a right on the contractor to demand that the work relating to all or any item thereof at the concerned Warehouse should necessarily or exclusively be entrusted to them. The Corporation shall also have the exclusive right to appoint one or more contractors at any time viz at the time of award of the contract and / or during the tenure of contract for any

or all the services mentioned hereunder and to divide the work in between such contractors in any manner that the corporation may decide and no claim shall lie against the Corporation by reasons of such division of work.

NOTE :-

Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period the description of which is given in the tender, the Corporation may, during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of those, the description of which is given in the tender or out of those which are later constructed/acquired later during the pendency of the contract. In such an event, the contract shall not be rendered void and the contractor shall not be entitled to make any claim whatsoever against the Corporation for compensation, revision of rates or otherwise due to increase/decrease in the number of godowns or the storage capacity of the godowns.

[XV] Remuneration:-

- (a) The contractor shall be paid the remunerations in respect of the services described in para XIX and performed by them at the contract rate.
- (b) If the contractor is required to perform any service in addition to those specifically provided for, in the contract and the annexed schedule, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.
- (c) The Contractor will have the right to represent in writing to the Regional Manager that a particular service which they are being called upon to perform is not covered by any of the services specifically provided for in the contract or as the case may be, is not auxiliary or incidental to such services. Provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.
- (d) The question whether a particular services is or is not covered by any of the services specifically described and provided for in the contract, or is not auxiliary or incidental to any of such services, shall be decided by the Regional Manager, whose decision shall be final and binding on the contractor.
- (e) The contractor should make CASHLESS payment to all their employees and should make the payments through RTGS as far as possible to their employees.

[XVI] Payment :-

- (a) Payment will be made by the Regional Manager on submission of bills, in triplicate duly supported by consignee receipts/or work certificate issued by the Warehouse Manager or an officer acting on his behalf, as the case may be.
- (b) The contractor should submit all their bills not later than two months from the date of expiry of the contract so that the refund of the security deposit may be speeded up. In

order to facilitate fast disposal of bills the contractors are advised to submit their bills fortnightly.

- (c) The payment shall normally be made by the Corporation within 30 days of submission of complete set of bills. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- (d) The payment shall be made through e-payment system for which the following details shall be provided by the contractors immediately after commencement of the contract.
- | | |
|--------------------------------|--|
| [i] Bank Account No. | [ii] Nature of Account [AB or Current] |
| [iii] Name of Bank & Branch | [iv] MICRO Code No. |
| [v] RTGs code Bank [IFSC Code] | |
- (e) Prices quoted are inclusive of all applicable taxes except GST, GST shall be paid extra at applicable rates subject to submission of tax invoice as per rule under GST Law CWC shall deduct GST at source. Under GST regime, the contractor is required to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Non-compliance would result in mismatching of claims and denial of input tax credit to CWC.
Notwithstanding anything contained in agreement / contract, in case of such default by the contractor the amount of input tax credit denied in GST along with interest and penalty shall be recovered from the contractor.
- (f) Income Tax, at the Rates as applicable under the provisions of the Income Tax Act shall be deducted at source from the Bills / Invoices of the Contractor. In case, however, the Contractor is granted exemption from the deduction of Income Tax at source or granted certificate for deduction of Income Tax at Lower Rate, he shall be required to produce such certificate issued by the Prescribed Income Tax Authority clearly stating therein that No Income Tax or Lower Income Tax, as the case may be, be deducted at Source from the Contractor against the said Contract, failing which Income Tax at Full Rate, as prescribed under the Act, shall be deducted. Such Exemption or Lower Rate Certificate shall have to be obtained by the Contractor from the Prescribed Income Tax Authority and furnished to the Corporation at the commencement of every Financial Year.

[XVII] Delays, Strikes etc. :-

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

[XVIII] Laws governing the contract :-

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

[XIX] Arbitration

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever [except as to any matter the decision of which is expressly provided for in the contract] shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. It will be no objection to any such appointment that the person appointed is an employee of the Corporation, that he had to deal with the matters to which the contract relates and that in the course of his duties as such employee of the Corporation, he had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred, or vacating his office or being unable to act for any reason, the Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award.

Provided further that any demand for arbitration in respect of any claim [s] of the contractors, under the contract shall be in writing and made within one year of the date of termination or completion [expiry of the period] of the contract and where this provision is not complied with the claim [s] of the contractors shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defence statement.

The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the contractors shall be withheld on account of such proceedings.

The cost of arbitration shall be borne by parties as per the decision of the arbitrator. The arbitrator shall give separate award in respect of each dispute of difference referred to him.

Subject as aforesaid the **Arbitration & Conciliation Act 1996** shall apply to the Arbitration proceedings under this clause.

XIX.- B SERVICES TO BE PERFORMED BY THE CONTRACTORS:

- A) Godown in and around**NANDYAL**... under the purview of this contract are as under :
- (i) Central Warehousing Corporation's own godowns.
Estimated storage capacity.....**43,000**..... MT
 - (ii) Central Warehousing Corporation's hired godowns situated at
Estimated storage capacityMT
 - (iii) Any other godowns constructed / hired during the currency of contract.

PROVIDED THAT in addition to the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period, the description of which is given in the tender, the Corporation may during the currency of the contract take over/acquire / construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of those, the description of which is given in these documents or out of those which are constructed or acquired later, during the pendency of the contract. In such an event the contract shall not be rendered void and the contractors shall be bound to perform all the services, duties and execute all the works as per terms and conditions and the rates of the contract and they shall not be entitled to make any claim whatsoever against the Corporation for compensation, revision of rates or otherwise due to increase/decrease in number of godowns or the storage Capacity of the godowns.

- B) Remuneration for stacking in the shed / platform / ground wherever necessary as required while performing the services of loading, unloading etc. will be deemed to be included in the relevant service and no separate remuneration will be paid for such stacking.
- C) Carriage of bags, whether by change of head-loads or by using hand-trolleys and carts or any other mode of carriage provided by the contractors, shall be deemed to be included in the relevant services and no separate remuneration will be paid for such carriage, unless otherwise provided for.
- D) For services of standardisation, rebagging, filling loose grains and such other allied services, bags supplied by the Corporation will be of any type.
- E) In case Railway godshed is shifted resulting in variation in the distance between the godshed and the warehouse, the contract rate for transportation will be revised by the Central Warehousing Corporation accordingly and such revised rates will be binding on the contractor.
- F) During the currency of the contract, if the regular route to the godshed from the warehouse is diverted by the authorities concerned, the resultant variation in distance between the godshed and the godown shall not be taken into account while entertaining the transportation charges claimed by the contractor. The rate agreed to at the time of entering into the contract between CWC and the contractor would only be applicable till the end of the contract period or extended period as the case may be.

G) DESCRIPTION OF THE SERVICES TO BE PERFORMED BY THE CONTRACTOR

- A) **Handling Operation**

1. **Wagon unloading/loading** : Unloading from wagons, stacking on the platform and loading into trucks OR directly loading into trucks after proper accountal, transportation to the C.W.C. warehouse/unloading from trucks and stacking upto prescribed height as directed by Warehouse Manager or any officer authorised on his behalf in the godown OR VICE VERSA - XIX-G.A.I.
2. Unloading from wagons, stacking on the platform and loading into parties' trucks/after proper accountal or directly loading into trucks, at the Railway siding/good shed for direct deliveries, - XIX-GA.2.
3. Unloading from trucks, stacking in the godown/warehouse; upto prescribed height as directed by Warehouse Manager or by any officer authorized on his behalf - XIX-G.A.3.
4. Destacking in the godown, loading into trucks of the party for delivery as directed by the Warehouse Manager or an Officer acting on his behalf as per description of services given at - XIX-GA-4.
5. **Rebagging or Standardisation** : The contractor shall arrange to takeout the bags from the stacks and standardize the same with or without replacement of gunnies by weighment on beam scale / platform scale; stitch with stitching machine and then stack them in godown or load them in to the trucks in accordance with the instructions of Warehouse Manager or an officer acting on his behalf. No extra remuneration will be provided for machine and material used for stitching.

NOTE: However, for the lump breaking of fertiliser, which is in hard solid form and reconditioning of material is required, there would be a provision for utilising casual labour on requirement, as directed by the Warehouse Manager or an officer acting on his behalf. Such casual labour are to be provided by the contractor on the rate fixed by the statutory authority and reimbursement of the same will be made to the contractor by the Corporation accordingly. No extra remuneration, however, will be provided for mechanical/other equipments if used as per direction of Warehouse Manager or an officer acting on his behalf, for breaking of lump and reconditioning XIX GA-5.

6. **Shifting of Bags and stacking** : The contractor shall as and when required remove fertilizer bags from any stack in the godown and restack in the same godown or another godown upto the required height. Restacking in another godown mean the nearby godown in the same premises where bags can be carried by the head load / hand trolley XIX GA-6.

B. TRANSPORTATION :-

7. The contractor shall arrange to transport by trucks to be arranged by them, such number of bags of fertilizer, sweeping or spillage etc. as may be required on day to day by the Warehouse Manager or an officer acting on his behalf from CWC/railway siding to various godowns / places or vice-versa.

The contractor shall unload fertilizer bags from wagon placed at CWC railway Siding , place them at platform / godown / ground and then load them into trucks (or directly load them into trucks after unloading from wagon) transport to the godowns (with or without weighment on the Lorry Weighbridge located inside the premises) situated in the same premises but at a considerable distance from railway siding and stack them upto required height OR vice-versa in accordance with the instructions of Warehouse Manager or an officer acting on his behalf.

8. The contractor shall obtain from the Warehouse Manager or an officer acting on his behalf on day to day basis, the particulars of number of bags required to be transported, the place where trucks should report for loading and destination to which stock would be required to be transported In special cases they may be required to arrange transport at shorter notice and they shall be bound to comply with such requisitions. No toll tax / bridge tax / octroi and any other tax will be paid separately for transportation work. **NO HOOKS SHALL BE ALLOWED TO BE USED DURING HANDLING OF FERTILISER BAGS.**

XX: DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS:

The contractor shall carry out all items of services assigned or entrusted by the Warehouse Manager or an officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said officer. They shall render the services to the satisfaction of the Warehouse Manager or an officer acting on his behalf, together with such auxiliary and incidental duties, services and operation 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:

1. The contractors shall always be bound to act with reasonable diligence and in a business like manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.
2. The contractors shall engage competent and adequate staff and labour to the satisfaction of the Warehouse Manager, or an Officer acting on his behalf for ensuring efficient handling and transport of fertilizer etc, and furnishing correct and up-to-date position / information / progress of work, statements and accounts. The Contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives.

The Warehouse Manager shall have the right to ask for the removal of any employee of the contractor who in his opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc., of the contractors, their servants or agents or representatives shall be final and binding on the contractors.

3. The contractors shall inform the Warehouse Manager, and officers authorised to act on his behalf, the name of one or more responsible representative(s) authorised to act on their behalf in day-to-day working of the contract. It shall be the duty of those representative(s) to call at the office of the Warehouse Manager, or an Officer acting on his behalf, every day and generally to remain in touch with them to obtain information about the programme of arrivals and despatches to various recipients and other godown activities and to report the progress of loading / unloading/ transport work etc. and generally to take instructions in the matter.

4. The contractors shall take adequate steps and necessary precautions to avoid wastage and damage to fertilizer etc. during the loading / unloading of trucks/ carts/ wagons/ any other transport vehicles at the railheads/godowns or any other loading / unloading points. The contractors shall be liable for any loss which the Corporation may suffer on account of the bags not being properly handled. The decision of the Warehouse Manager regarding such loss shall be final and binding on the contractors. They shall, spread their own Tarpaulins or gunny pallas at the loading/ unloading points to avoid wastage and damage.

5. The Contractors shall provide sufficient number of tarpaulins for each truck/cart/any other transport vehicle to cover the bags of fertilizers etc. during the rains and shall be responsible, if the fertilizer are damaged by rain due to their (contractor) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the Warehouse Manager in this matter shall be final and binding on the contractors.

6. The Contractors shall provide their own planks and supporting bags to served as ladders for the purpose of loading/unloading into/from trucks/carts/wagons or stacking. No fertilizer etc. filled bags shall be used in the operation.

7. The Contractors shall ensure that their labour do not use hooks for handling fertilizer bags at any stage. The use of hooks for fertilizer will render the contract liable for cancellation. The contractors shall also be liable to make good to Corporation any losses caused by the use of hooks. The decision of the Warehouse Manager regarding such losses shall be final and binding on the contractors.

8. The Contractors shall obtain from the Warehouse Manager, or an Officer acting on his behalf particulars of consignments, expected to be received and/or proposed to be despatched from/at godowns/railheads as the case may be. In the case of receipt of fertilizers etc. the contractors shall collect the relevant railway receipts and arrange to take delivery of consignment within the free time allowed by the Railway. If the railway receipt for a particular consignment is not available, the contractors shall take delivery on indemnity bond. In special cases the contractors shall be required to take delivery or arrange despatch of consignments of fertilizers etc. at short notice and they shall be bound to comply with such requests.

9. The Contractors shall prepare necessary forwarding notes, risk note forms etc. in respect of consignments intended for despatch by rail, for which necessary wagon fee will also be deposited by him from his own funds with the railways in accordance with their rules.

10. If any consignment received has been booked 'freight to pay ' the contractors shall pay freight by means of Firm Credit Note in case the same are received from the Warehouse

Manager, or an officer acting on his behalf. But if these are not issued, the contractors shall themselves pay the freight in the first instance and then get the same reimbursed by submitting a stamped and pre-receipted bill supported by vouchers.

11. The Contractor shall ensure before the commencement of unloading of each wagon that the wagon seals are intact and if any wagon seal is found to be tampered with, they shall bring the matter to the notice of the railway authorities and delivery of such consignment shall be taken in the presence of the railway representative. The contractors shall promptly report it in writing to the Warehouse Manager, or an Officer acting on his behalf.

12. The contractors shall keep a complete and accurate record/account of the 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 Warehouse Manager or an Officer acting on his behalf and the railway authorities concerned. They shall keep aside any stock of damaged bags received in the wagons and after ascertaining the loss by weighment, report the fact to the concerned authorities viz. the Warehouse Manager or an Officer acting on his behalf and the Railways.

13. The Contractors shall as and when required be also responsible for routine 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 into wagons shall be deemed to include the remuneration for such routine cleaning of wagons and as to the extent found necessary.

14. The contractors shall as and when required be also responsible for hand shunting of wagons from loading/unloading points. The remuneration for loading/unloading of wagons shall be deemed to include the remuneration for such hand shunting of wagons as and to the extent found necessary.

15. The contractors shall as and when required be also responsible for riveting and sealing of the doors of the wagons at the time of despatch, or removing rivets or seals at the time of receipt.

16. The Contractors shall obtain clear railway receipt, in respect of the consignments booked by them. If in any case the railways refuse to issue clear railway receipts, the contractor shall bring the matter in writing to the notice of the Warehouse Manager or an Officer acting on his behalf before loading the bags into wagons. If the contractors find any difficulty in getting clear RR in respect of consignment packed in new bags, they shall take up the matter with the railways. Copies of all correspondence in the matter shall be sent by the contractors to the Warehouse Manager, or the Officer(s) acting on his behalf.

17. The Contractors shall obtain railway receipts expeditiously from the railways and immediately after obtaining them submit them to the Warehouse Manager, or an Officer acting on his behalf.

18. The Contractors shall also be responsible as and when required to put 6 labels each of the size 6"x9" bearing the name of the destination to each wagon at the time of despatch.

19. The contractors 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 to be supplied by the Corporation, the twine provided shall be three ply doubled up.

The contractor shall be responsible to supply adequate and sufficient labour, scales/trucks/carts/any other transport vehicle for loading/unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the Regional Manager or an offices acting on his behalf. If the contractor fails to supply the requisite number of labour scales and trucks/carts, the Regional Manager shall at this entire discretion without terminating the contract be at liberty to engage other labour, scale, trucks/carts etc. at the risk & cost of the contractor, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any again resulting from entrustment of the work to another party. The decision of the Regional Manager shall be final & binding on the contractor.

20. The Contractors shall collect all sweeping / spillage / fertilizers from wagon floor, loading/unloading points/godowns, and fill them after cleaning, if necessary, in slack bags or in other empty bags supplied by Corporation and firmly stitch them with atleast 16 stitches. The twine for this purpose shall be three ply doubled up and shall be provided by the Corporation.

21. The contractors shall be responsible for unloading/loading the wagons within the free period allowed by the railways and also for loading/unloading the truck/cart/any other transport vehicle expeditiously. The contractors shall be liable to make good any compensation, demurrage/wharfage or other charges or expenses that may be incurred by the Corporation, on account of delays in loading/unloading of trucks/carts and unloading of wagons unless, the delay is for reasons beyond the contractor's control. The decision of the Warehouse Manager in this respect shall be final and binding on the contractors.

22. The Contractors shall be responsible for obtaining consignee's receipts in respect of all bags entrusted to them for carrying and for handing over the receipt next day to the Warehouse Manager or an officer acting on his behalf.

23. The Contractors, shall strictly abide by all rules and regulations of railways, police and municipal authorities.

24. The contactors shall be required to restack the bags without payment of any extra charges if the directions for stacking the bags are not observed by them or if the stacking is faulty and not to the satisfaction of the Warehouse Manager, or an officer acting on his behalf. In case the falling of stack is observed within 3 months of original stacking no remuneration will be allowed to the contractor for restacking. The contractors shall also be responsible for any loss which the Corporation may suffer on account of the bags not being properly stacked. The decision of the Warehouse Manager regarding such loss shall be final and binding on the contractors.

25. The Contractors shall at the time of Standardisation, cleaning etc., ensure that the mouth of each bags is cut open cautiously and with utmost care so as to avoid any damage or loss to the bags and wastage of fertilizers. The contractors shall be liable for any loss to the Corporation on this account and the decision of the Warehouse Manager in the matter shall be final and binding on the Contractors.

26. The Contractors shall carry empty bags from the gunny storage godowns or from any other place indicated by the Warehouse Manager 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.

27. In carrying out the various operation involving carriage of bags inside or outside godowns it is desirable that the use of wheeled contrivances like hand-trolleys is progressively introduced for the alleviation of the lot of labour. Such hand-trolleys of wheeled contrivances will be supplied to the labourers by the contractors at their own cost. No extra remuneration whatsoever for such use of hand trolley, etc. for carriage of bags will be payable as it shall be deemed to be included in the rates provided for the relevant services.

28. The Contractors shall be responsible for keeping complete and accurate account of all supplies of fertilizer etc. and empty gunny bags received by them from the corporation, and shall render accounts and furnish return and statements in such a manner as the Warehouse Manager, or an Officer acting on his behalf.

29. The contractors shall be responsible for the safety of the goods while in transit in their trucks/carts/any other transport vehicle and for delivery of quantity despatch from the railheads/godowns etc. as the case may be, to the destination or to the recipients to whom the fertilizer etc. is required to be transported by the contractors. They shall provide tarpaulins in decks of the trucks so, as to avoid loss of fertilizers etc. through the holes/crevices in the decks of the trucks. They shall also exercise adequate care and take precautions to ensure that the fertilizer bags are not damaged, while in transit in their trucks/carts/any other vehicles. They shall deliver the number of bags and the weight of fertilizer bags received by them and loaded on their trucks. They shall be liable to make good the value of any shortage, wastage, loss or damage to the goods in transit up to Two times the issue rate/deposit rate/market rate whichever is higher at the discretion of the Corporation.

30. The contractor 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 Warehouse Manager or an officer acting on his behalf.

31. The contractor shall, whenever required, supply petromax lamps for carrying out work during night. The actual charges not exceeding Rupee one per light per night/day for lights hired by the contractor for working at night or during day time in such godowns which are insufficiently lit, will be paid by the Corporation on submission of bills supported by relevant vouchers in original. The bills for hire charges for lights shall require to be certified by the Warehouse Manager or an Officer acting on his behalf.

32. The contractors shall be liable for all costs , damages, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and unworkmanlike performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage, wharfage etc. and for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligent, or otherwise of the contractors themselves or their employees. The decision of the Warehouse Manager regarding such failure of the Contractors and their liability for the losses etc. suffered by Corporation shall be final subject to approval by the Regional Manager of Central Warehousing Corporation and binding on the contractors.

33. The contractor shall provide and maintain correct weights and scales get them stamped in time and carry out all the weighments accurately. The Warehouse Manager or an officer acting on his behalf, shall have the right to check the weights, scales and weight of any bag or bags.

Where the scales of the Corporation are used by the Contractors, they shall be responsible for the proper maintenance and handling of the scales. If any damage or breakage to the weighing scales or any loss is sustained in the course of their shifting from one godown to another (for which the contractors shall not be entitled to any separate or extra payment) or when they are under their custody for the purpose of carrying out weighment operations, they shall make good the loss etc. sustained by the Corporation on his account and the decision of the Warehouse Manager or an Officer Authorized by him, as regards the extent and liability of the Contractors in such matters shall be final and binding on the Contractors.

34. The Contractors shall, when directed to do so arrange to obtain tarpaulins/ropes/lashes supplied by the railway, transport them, if necessary spread tarpaulins over or inside open box type or leaky covered wagons as the case may be and tie the ropes/lashes over the consignments of fertilizers etc. 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 wagon shall be deemed to include in the remuneration for the aforesaid services also.

35. The contractor shall display prominently on their trucks two or more sign boards as prescribed by the Corporation painted in black and white indicating that the stocks are carried on behalf of Central Warehousing Corporation. No extra remuneration, whatsoever will be payable for displaying such sign boards. The Warehouse Manager or an officer acting on his behalf shall have the right to disallow loading of any truck if the contractor does not display prominently the sign boards of the aforesaid type.

36. The contractor shall not indulge in corrupt practices like 'Dala' system and 'bait', failure to which shall be liable for penal action for such corrupt practices/ unfair means.

37. Stacking in the Shed/Platform/Ground wherever necessary as required while performing the services of loading, unloading etc; shall be deemed to be included in the relevant services and no separate remuneration shall be payable for such stacking.

38. 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.

39. Similarly carriage of bags whether by change of headloads or by using hand-trolleys, hand-cart or any other mode of carriage, provided by the contractors, shall be deemed to be included in the relevant services and no separate remuneration shall be paid for such carriage, unless otherwise provided for.

40. All taxes / levies / fees / charges payable to any Govt. / Local Body on the Service Charges payable by the H&T contractor to the Equipment Operators, Manpower Supply Agency for the Personnel engaged etc. shall be paid by the Contractor, and no claim, whatsoever, on this account, shall rest against the Corporation.

41. Rent for his office or garage in the warehouse complex as also the charges for water & electricity utilized therein, by the contractor shall be paid by the contractor to CWC together with Service Tax due thereon, at the rate as in force from time to time.

42. The contractor shall responsible to comply the Carriage by Road Act, 2007 in the matter of transportation of goods to / from Goods shed / Warehouse or at any designated place.

43. The tenderer submit the copy of the licence / Registration under Food Safety and Standards Authority of India (FSSAI) within 30 days of award of the work. In case the same has been applied for, the copy of application may be submitted within 30 days of award of work.

44. In every case in which by virtue of the provisions of sub-section (1) of section 12 of the Workmen's Compensation Act, 1923, the Corporation is obliged to pay compensation to a workman employed by the contractor in execution of the contract, the Corporation will recover from the contractor the amount of the compensation so paid and without prejudice to the right of the Corporation under sub-section (2) of Section 12 of the said Act. The Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the contractor whether under this contract or otherwise.

45. In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act 1972 and the Contract Labour (Regulation and Abolition) Rules, the Corporation is obliged to pay any amount of wages to a Workman employed by the Contractor in execution of a contract, or to incur any expenditure in providing welfare and or health amenities required to be provided under the above said Act and Rules or under Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Warehousing Corporation's contractors, the corporation will recover from contractor the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of the Corporation under sub-section (2) of section 20 and sub-section (4) of section 21 of the Contract Labour (Regulation and Abolition) Act. The Corporation shall also be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the contractor, under this agreement or otherwise.

46. The Corporation shall not be bound to contest any claims made against it under Contract Labour (Regulation and Abolition) Act or Workmen's Compensation Act or any other similar Act, in respect of contract Labour./3.0

47. The Contractor, where required shall obtain a valid licence under the Contract Labour (R & A) Act 1970 and Contract Labour (R & A) Rules before the commencement of the work and shall continue to have a valid licence until the completion of the contract.

48. The contractor shall pay to the labour employed by him either directly or through sub-contractors, wages not less than the 'fair' wages, if any, or the "minimum rates of wages" if any notified by the Govt. of the State in which the work is carried out or as per the provisions of the Contract Labour (R&A) Act and the Contract labour (R&A) Rules, wherever applicable.

49. The contractor shall submit by the 5th and 20th of every month to the Warehouse Manager a statement showing in respect of the second half of the preceding month and the first half of current month respectively:-

- (i) The number of labourers employed by him.
- (ii) Their working hours.
- (iii) The wages paid to them
- (iv) The accidents that occurred during the said fortnight showing the circumstances under which they occurred and the extent of damage and injury caused by them and
- (v) The number of female workers who have been allowed Maternity Benefit and the amount paid to them.

Note :- No extra remuneration will be paid to the contractors for supply of fuel power as and when required for towing wagons to / from loading / unloading points. Such charges are inclusive in the remuneration for loading/unloading of wagon.

50. The contractor shall not indulge in corrupt practices and "dala" system and "bait" failure to which shall be liable for penal action for such corrupt practices/unfair means.

51. All Taxes/levies/fees/charges payable to any Govt./Local Body on the Service Charges payable by the H&T Contractor to the Equipment Operators, Manpower Supply Agency for the Personnel engaged etc., shall be paid by the Contractor, and no claim, whatsoever, on this account, shall rest against the Corporation.

52. Rent for his office or Garage in the Warehouse Complex as also the Charges for Water & Electricity utilized therein, by the Contractor shall be paid by the Contractor to CWC together with applicable GST thereon, at the Rates as in force time to time.

53. The Contractor will have to sign a pre-contract integrity pact in the enclosed Performa for contract having Estimated Contract value of Rs.1.crore.

54. The contractor should pay user fees at National Highways / Toll plazas through Electronic Toll Collection Technology and accordingly all vehicles should be fitted with tags sold by

banks which should be affixed to the wind screen. Tag readers are available on dedicated lanes over the Highways which permit a cashless transit of the vehicles without any waiting time.

XXI BLACK LISTING CLAUSE:

The non performing / defaulting H&T contractor may be suspended / banned for trade relation / black listed for a period upto 5 [five] years based on the gravity of non performance / default of the H&T contractor, by the Managing Director of the CWC whose decision in the matter shall be final and binding.

XXII INTERPRETATION OF THE CLAUSE:

Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority of Corporation, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to the tender Accepting Authority, who can amend the Corporation's condition/ clause of contract if required.

XXIII FORCE MAJEURE

Notwithstanding anything in this agreement to the contrary neither the Corporation nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake and other acts of God, action of enemies or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

XXIV ROUTE DIVERSION

- a) Corporation shall have the right to change routes and increase or decrease the total mileage from time to time. This will not confer any right on the contractor to claim any extra amount as a result of such change i.e. for upto 15 days.
- b) In the case of events like imposition of restrictions on movement by Government Authorities on a particular route or in certain timings or diversion of routes on temporary basis due to civil works, law and order, festivals, etc. shall not form the basis for higher rates. The traffic has to be carried by the diverted route or in the permissible timings at the rates quoted in this tender. However for restriction of more than 15 days resulting in longer/shorter mileage the rates can be revised with mutual discussion.



केन्द्रीय भण्डारण निगम
CENTRAL WAREHOUSING CORPORATION

(भारत सरकार का उपक्रम) / (A Govt. of India Undertaking)

REGIONAL OFFICE : HYDERABAD-500 001

PHONE NOS. 040-24732049, 24732590, 24656682

E MAIL : rmhyd@cewacor.nic.in cwchyd@ap.nic.in



PRICE BID
(PART-II)

TENDER DOCUMENT
FOR
FERTILIZERS

AT
CENTRAL WAREHOUSE

NANDYAL

(FOR INFORMATION PURPOSE ONLY)

“ The Rates quoted are exclusive of Goods & Services Tax (GST) or any other Tax levied by the Central Government in lieu of Service Tax and the same will be payable by the Corporation over and above the Schedule of Rates. “

APPENDIX-III

From: (Name /Address & Phone no. of the tenderer)

.....

To,
 The Regional Manager,
 Central Warehousing Corporation,
 Regional Office, HYDERABAD

Warehouse Manager,
 Central Warehouse,
 _____.

Dear Sir,

1. I/We submit the sealed tender for appointment of loading / unloading / handling & transportation contractor at CWC depots / godowns as described in Appendix-I.
2. I/ We have thoroughly examined and understand instructions to the tenderers, terms and conditions of contract given in the invitation to the tender and those contained in the general condition of contract and its appendices and agree to abide by them. I / We offer to work at the following rates.

Sr. No.	Services /Work items	RATE PER BAG of fertilizer (Rs.)	
		Upto 25 kgs	Above 25 kg. & upto 50 kgs.
A.			
1.	Unloading from wagons, stacking on the platform and loading into trucks OR directly loading into trucks after proper accountal, transportation to the C.W.C. warehouse/unloading from trucks and stacking within the godown upto prescribed height as directed by Warehouse Manager or any officer authorised on his behalf in the godown OR VICE VERSA - XIX-G.A.I.	.....	.....
2.	Unloading from wagons, stacking on the platform and loading into parties' trucks/after proper accountal or directly loading into trucks, at the Railway siding/goodshed for direct deliveries, - XIX-GA.2	.....	.....

3.	Unloading from trucks, stacking in the godown/warehouse; upto prescribed height as directed by Warehouse Manager or by any officer authorised on his behalf - XIX-GA.3.	.....	.....
4.	Destacking in the godown loading into trucks of the party for delivery as directed by Warehouse Manager or an Officer acting on his behalf (as per description of the services given at XIX-G-A-4)	.....	.....
5.	REBAGGING or STANDARDISATION (as per description of the services given at XIXG-A-5)	.....	.....
6.	SHIFTING OF BAGS (Internal handling)		
(a)	For breaking up the stacks and restacking in the same godown	.....	.....
(b)	For breaking up the stack carrying the bags by head load / hand trolley and stacking in the other godown situated in the same premises.(As per description of the services given at XIXG-A-6)	.....	.....
B.	TRANSPORTATION	Rate per MT	
7. (i)	Transportation & loading /unloading/stacking of fertilizer bags within the warehouse premises from CWC/Railway siding NANDYAL / NANDYAL / or vice-versa-XIX-G-B-7.	Net weight (in Rs.)	
8.	Transportation of Fertilizer bags from the Railway godsshed/Railway siding/CWC's warehouse to any destination within the distance as given below-XIX-G-B-8.	Rate per MT Net weight (in Rs.)	
a)	Upto 05 kms.	.....
b)	Upto 10 kms.	.....
c)	Uptto 20 kms.	.....
d)	Upto 30 kms.	.....
e)	Upto 50 kms.	.....
f)	Upto 70 kms.	.....
g)	Upto 100 kms.	.....

3. I /We agree to keep the offer open for acceptance upto and inclusive the date under column - C

(at invitation to tender) . I /We shall be bound by communication of acceptance of the offer dispatched within the time and I/we also agree that if the date upto which the offer would remain open, declared a holiday for the Corporation the offer will remain open for acceptance till the next working day.

4. The DD No -----dt.-----of the------(name of Bank) for Rs..... (Rupees-----) is enclosed as Earnest Money. In the event of my/our tender being accepted I/we agree to furnish the Security Deposit as prescribed.

1. I/We do hereby declare that the entries made in the tender and appendices attached herein are true and also that I / we shall be bound by the act of my / our duly constituted attorney Sh. whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/us in his stead to carry on the business of the concern whether any intimation of such change is given to the Regional Manager, CWC, RO, / Warehouse Manager or not .

2. Following documents are enclosed alongwith this tender duly **filled and signed** .

- i)
- ii)
- iii)
- iv)
- v)

Yours faithfully,

Signature of the tenderer
(Capacity in which signing)

Name :
Address:
Date:

Signature of the Constituted Attorney

Name :
Address:
Date:

Signature of the Witness

Name & Address of witness:.....

- Note:
- a). Please enclose the Cash Receipt of the Tender supplied on payment.
 - b). In the event of any controversy on the interpretation of English and Hindi version of any clause English version shall prevail
 - c). The rates for various services on the basis of net weight only and payment shall be made on net weight basis only.

APPENDIX – I

(compulsory ink signed)

[1] Name of the Firm/company/ Cooperative Society/ Others,
.....

[2] Operation Address
.....
.....

[3] Registered office address
.....
.....

[4] Address of the tenderer and,

[5] Telephone no.,

[6] faxno./

[7] E Mail address :

[8] Website.....

[9] GST Registration No.....

[10] Pan No.

[11] DETAILS OF SISTER CONCERNS

- [a] Name & Address
- [b] Activities engaged in by Sister Concern
- [c] Names, address & Telephone Nos. of Proprietors/ Directors/ Partners of Sister Concern.

[12] TENDERER'S BANKS DETAIL : -

- a. Bank Account No
- b. Nature of Account (SB or current)
- c. Name of Bank & Branch
- d. MICR Code No.
- e. RTGS code Bank (IFSC Code)

Place _____

Dated _____

(Capacity in which signing)

APPENDIX-II
(compulsory ink signed)

CENTRAL WAREHOUSING CORPORATION

1. Whether your firm or any of its partner/company had been blacklisted by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid ?	Yes/No
2. Whether your or any of the partner of the partnership firm's contract was terminated before expiry in last three years of Contract period or EMD forfeited by CWC, FCI during the last three years as on the last date of submission of bid ?	Yes/No
3. Whether proprietor/partner/Director (as applicable) has been convicted by any judicial court for an offence sentenced to three years rigorous imprisonment or more and has not been acquitted?	Yes/No

Note- Strike off whichever is not applicable otherwise tenderer shall be ineligible.
Remarks _____

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

I/We hereby solemnly declare that the Proprietor/one or more Partners/Directors of this firm/ company has relationship/has no relationship (Strike off whichever is not applicable) with the employee of CWC (name and designation, place of posting of employee to be mentioned).

6. Declaration of membership of any Goods Transport Association.
Give details if so;
Name & Address of the Association;
With Telephone/Fax No.

7. I, tenderer will submit the copy of the licence / Registration under Food Safety and Standards Authority of India (FSSAI) within 30 days of award of the work. In case the same has been applied for, the copy of application may be submitted within 30 days of award of work.

DISQUALIFICATION CONDITIONS :-

- a) **Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid will be ineligible. .**
- b) **Any tenderer whose contract with the CWC, FCI has been terminated before the expiry of contract period at any point of time during last three years from the last date of the submission of the bid will be ineligible.**
- c) **Tenderer whose EMD has been forfeited by CWC or FCI at any occasion during last three years from the last date of the submission of the bid will be ineligible.**
- d) **If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible. However on acquittal by the appellate court the tenderer will be eligible.**
- e) **While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.**

(Signature & Seal)
(Authorized Signatory)

APPENDIX – III**PROFORMA FOR INFORMATION OF WORK EXPERIENCE CERTIFICATE TO BE FURNISHED BY THE TENDERER from each concerned parties.**

S.No.	Name of Client/customer served	Nature of the work/contract executed	<u>Contract start date</u>	<u>Contract closing date</u>	Product Handled	Volume of work handled in MT	Total value of work/contract executed	Remarks

Remarks:- All certificates issued by concerned parties should contain atleast above requisite information for considering experience as per terms of tender.

**(Signature of the Issuing Authority)
Duly Stamped**

Appendix -IV

Format of Solvency Certificate

Format 1

No.....

To

.....
.....

This is to state that to the best of our knowledge and information, Mr. / Ms. / M/s a customer of our Bank is respectable and can be treated as good up to a sum of Rs..... (Rupees in words).

It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

Place:

Date:

For BANK MANAGER
(Signed and Stamped)

OR

**Next also
Format 2**

No.....

To

.....
.....

This is to certify that as per information available, Shri / Smt. / Ms....., is solvent upto Rs..... (Rupees). This certificate is valid for the period from to This certificate is issued without any guarantee or responsibility on the part of the Bank or any of its employees.

Place:

Date:

For BANK MANAGER
(Signed and Stamped)

Appendix -V

Format of Net Worth

- A. The Net Worth of Mr./Ms./M/s _____ for last Financial Year _____ is Rs. _____ lakhs as per his/her/their books of Accounts.

(Note: Net Worth means sum total of paid up share capital plus free reserves. Further any debit balance of Profit and Loss Account and Misc. Expenses to the extent not adjusted / or written off, if any, shall be reduced from Reserves and Surpluses.

Signature of Chartered Accountant

Name:

Membership No.:

Seal:

Appendix –VI**FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY
POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. _____ (name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____ (name of work), including signing and submission of application/ tender / proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with CWC or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with CWC and thereafter till the expiry of the Contact Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

(In H&T tenders in the case of Consortium/ Joint Venture) Our firm is a Member/Lead Member of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 20

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of Proprietor / All the partners of the firm / Authorized Signatory for the Company)(Strike out whichever is not applicable)

Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1 :

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

- In case the Firm/ Company is a Member of a Consortium/ JV, the authorized signatory has to be the one employed by the Lead Member.
- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- **Power of Attorney is to be attested by Notary.**

APPENDIX-VII

UNDERTAKING
(For Sole Proprietary Firm)
(Compulsory ink signed)

I,.....R/o.....
..... do hereby solemnly
affirm and declare as under :-

1. That I am Sole Proprietor of (Sole Proprietor Firm Name)
2. That the office of the firm is situated at

Place:
Date:

(Authorized Signatory)

APPENDIX -VIII**COMPLIANCE TO BID REQUIREMENT**

We hereby confirm that we have gone through and understood the Tender Documents and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments / assumptions.

We also confirm that we have quoted the rates without any condition and deviation. The Technical bid and price bid as required under clause 11 has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

We further confirm that we have quoted our rates in our financial bid as per the conditions of the Tender Document and for all the items.

Stamp and signature of the bidder : _____

Name of the bidder : _____

NOTE: To be stamped and signed by the authorized signatory who is signing the Bid and submitted along with the Technical Bid.

APPENDIX – VIII - (a)**AFFIDAVIT**

To be submitted on a stamp paper (of Rs.10/- minimum) duly attested by Notary Public (duly affixed with Notarial revenue stamp and with Notary Seal and Notary Registration number etc.,)

I _____ S/o / D/o / W/o / M/s
 _____ Managing Director*/ Director* / Proprietor* /
 Partner* of M/s _____ located at _____.

Do hereby solemnly affirm and declare as under :-

1. The company is a Micro/Small Enterprises as per the Govt. of India definition, and has been functional at the time of bar code registration.
2. The company continues to be a Micro / Small Enterprises and functional as on date.
3. As per books of accounts, the total investment (original purchase value) in plant and Machinery in the company as on the date of submission of bids is Rs. _____ which is within the limit prescribed in MSME Act.
4. i) Udyog Aadhar Memorandum(UAM) number of our company is _____.
 ii) We hereby confirm that we have declared the UAM number on Central Public Procurement Portal (CPPP).
 iii) We are aware that non-declaration of UAM-number on CPPP will make us ineligible to enjoy the benefits as per Public Procurement Policy for MSEs order 2012.

Signed on : _____

DEPONENT

VERIFICATION :

Verified that the contents of the affidavit are true to the best of my knowledge and belief.

DEPONENT

Place :

Date :

Note : * Strike out whichever is not applicable.

Appendix-IX

UNDERTAKING

(compulsory ink signed)

I, S/o D/o _____, resident of _____
EMPLOYED AS _____ WITH _____
HAVING OFFICE AT PIN..... I, do hereby solemnly
affirm, state and undertakes as under :-

1. That I am the authorized representative and signatory of M/s.....
2. That the document (s) submitted, in Appendix-VIII has / have been submitted under my knowledge.
3. That the document(s) submitted, as mentioned above, by M/sin Appendix- VIII are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) is false, forged or fabricated.
4. That no part of this undertaking is false and that this undertaking and the above declaration in respect of genuineness of the documents has been made having full knowledge of (i) the provisions of the Indian Penal Code in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of Tender conditions which entitle the CWC to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.
5. I undertake accordingly.

Date:

Authorised signatory

Appendix-X

UNDERTAKING

We hereby confirm that we have gone through and understood the Tender Document and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum (if any), issued by CWC, without any deviation / exception / comments / assumptions.

We hereby confirm to submit an additional performance Guarantee (besides security deposit) in the form of Bank guarantee of 10% of the total contract value from SBI Bank or its Associate Bank or in any other Public Sector Banks, if selected as L-1 bidder.

Stamp and signature of the bidder : _____

Name of the bidder : _____

(undertaking to be attested by Notary)

Appendix-XI**Proforma of Bank Guarantee to be furnished along with Security Deposit as Performance Guarantee [where tenderer does not have requisite experience as stipulated in the Tender].**

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This Deed of Guarantee made this ____ day of ____ between ____ (Name of Bank) having its registered office at ____ [place] and one of its local offices at ____ (hereinafter referred to as the Surety), in favour of Central Warehousing Corporation, a Statutory Corporation established under the Central Warehousing Corporation Act, 1962 having its Corporate Office at 4/1 Sri Institutional Area, August Kranti Marg, HauzKhas, New Delhi 110016 (hereinafter referred to as CWC).

WHEREAS M/s _____ [hereinafter referred to as "Tenderer") having its registered office at _____ is bound to furnish Performance Guarantee in the form of Bank Guarantee with CWC in connection with the award of a Tender for Handling & Transport Contract at _____ (name of the centre).

WHEREAS the Tenderer as per clause no. ____ of terms and conditions of the tender No. _____ dated _____ has agreed to furnish Performance Guarantee by way of Bank Guarantee for Rs. _____ for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

NOW THIS WITNESSETH :

[1] That the Surety in consideration of the above tender made by the Tenderer to CWC hereby undertake to pay on demand by the CWC and without demur, and without notice to the Tenderer, the said amount of Rs. _____ (Rupees _____).

[2] This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of CWC, Tenderer or the Surety.

[3] The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of CWC in writing.

[4] Notwithstanding anything contained in the foregoing, the Surety's liability under this Guarantee is restricted to Rs. _____ (Rupees _____).

[5] This Guarantee shall remain in force and effective upto ____ and shall expire and become ineffective only on written intimation given to the Surety by CWC for this purpose and in that case this Guarantee shall stand discharged.

[6] The Surety will make the payment pursuant to the Demand issued by CWC notwithstanding any dispute or disputes raised by the Tenderer against CWC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety's liability under this guarantee is absolute and unequivocal.

[7] Any forbearance, act or omission on the part of CWC in enforcing any of the conditions of the said Tender or showing any indulgence by CWC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by CWC.

[8] Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before _____ the Surety shall be discharged from all liabilities under Guarantee thereafter.

[9] The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED

For and on behalf of above named Bank

For and on behalf of
(Banker's Name and Seal)

Appendix - XII**PRE CONTRACT INTEGRITY PACT**
(Compulsory Ink signed on each page)**General**

This pre-bid / pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between on one hand, the Central Warehousing Corporation (A Govt. of India Undertaking), 4/1 Siri Institutional area, Hauz-Khas, New Delhi, acting through Regional Manager, Central Warehousing Corporation (A Govt. of India Undertaking) (hereinafter called the "**CORPORATION**" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by **Shri** _____, (Name of the contractor) (hereinafter called **BIDDER** which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CORPORATION proposes to appoint Handling and Transport contractor / Strategic Alliance Management Operator (SAMO) at _____ and the BIDDER is willing to execute the items of work / Section as per schedule of work, the work order issued General conditions of the contract of CWC.

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership firm constituted in accordance with the relevant law in the matter and the corporation is a PSU performing its functions on behalf of the Ministry of Consumer Affairs, Food and Public Distribution, New Delhi, Govt. of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

[1] Commitments of the Corporation

[1.1] The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding

process, bid evaluation, contracting or implementation process related to the contract.

- [1.2] The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- [1.3] All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- [2] In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

[3] **Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- [3.1] The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- [3.2] The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.
- [3.3] The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- [3.4] The BIDDER will not collude with other parties interested in the contract to

- impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- [3.5] The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- [3.6] The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- [3.7] The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- [3.8] The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- [3.9] If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- [3.10] The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION.

[4] **Previous Transgression**

- [4.1] The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- [4.2] The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

[5] **Earnest Money (Security Deposit)**

- [5.1] While submitting Technical bid, the BIDDER shall deposit an amount of Rs. _____ (to be specified in NIT) as Earnest Money, with the CORPORATION through any of the following instruments :
- [i] Bank Draft or a Pay Order in favour of Regional Manager, Central Warehousing Corporation, Regional Office **HYDERABAD.**
- [5.2] Any other mode or through any other instrument (to be specified in the NIT).
- [5.3] The Earnest Money / Security Deposit and performance guarantee shall be

valid for the period as per the relevant terms & condition of the contract

- [5.4] No interest shall be payable by the CORPORATION to the BIDDER on Earnest Money / Security Deposit / Performance Guarantee for the period of its currency and upto their validity.

[6] Sanctions for Violations

Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the CORPORATION to take all or any one of the following actions, wherever required:-

- [i] To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- [ii] The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
- [iii] To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- [iv] To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores / work such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- [v] To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
- [vi] To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation / rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- [vii] To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
- [viii] To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- [ix] In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
- [x] Forfeiture of Performance Bond in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- [6.1] The CORPORATION will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- [6.2] The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

[7] Fall Clause

- [7.1] The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the CORPORATION, if the contract has already been concluded.

[8] Independent Monitor

- [8.1] The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission Shri Diwan Chand Arya New Delhi.
- [8.2] The CORPORATION has appointed Sh. Shah Nawaz Ali as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
- [8.3] The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- [8.4] The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- [8.5] Both the Parties accept that the monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- [8.6] As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.
- [8.7] The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- [8.8] The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- [8.9] The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

[9] Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CORPORATION or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

[10] Law and Place of Jurisdiction

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the CORPORATION.

[11] Other Legal Actions

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

[12] Validity

[12.1]The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the CORPORATION and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

[12.2] Should one or several provisions of this Pact out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

[13] The parties hereby sign this Integrity Pact at _____ on_____

CORPORATION
Name of the Officer
Designation

BIDDER

Witness
1. _____
2. _____

Witness
1. _____
2. _____

APPENDIX – XIII

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

[I] WAGE BOOK AND WAGE SLIPS ETC :-

- [i] The contractor shall maintain a Wage Book of each worker in such form as may be convenient, at the place of work, but the same shall include the following particulars: -
- [a] Name of the Worker;
 - [b] Rate of Daily or Monthly wages.
 - [c] Nature of work on which employed.
 - [d] Total number of days worked during each wage period.
 - [e] Dates and periods for which worked overtime.
 - [f] Gross wages payable for the work during each wage period.
 - [g] All deductions made from the wages with an indication in each case, of the ground for which the deduction is made.
 - [h] Wages actually paid, for each wage period.
- [i] Signature or thumb impression of the worker.
- [ii] The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- [iii] The Contractor shall issue an Employment Card in the prescribed Form at Appendix iii (a) to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be so endorsed by the contractor and returned to the worker.

[II] REGISTER OF UNPAID WAGES :-

The contractor shall maintain a Register of unpaid wages in such form, as may be convenient, at the place of work but the same shall include the following particulars :-

- [a] Full particulars of the worker whose wages have not been paid.
- [b] Reference number of the Muster Roll with wage Register.
- [c] Rate of wages.
- [d] Wage period.
- [e] Total amount not paid.
- [f] Reasons for not making payment
- [g] How the amount of unpaid wages was utilized.
- [h] Acquaintance with dates.

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

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

- [a] Fines
- [b] Deductions for absence from duty i.e. from the place or the places where by the terms of his/ her employment, he/she is required to work. The amount of deduction shall be in proportion to the period for which he/she was absent.
- [c] Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he/she is required to account, where such damage or loss is directly attributable to his/her neglect or default.
- [d] Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- [e] Any other deduction which the Central Govt. may from time to time allow.

[IV] REGISTER OF FINES ETC. :-

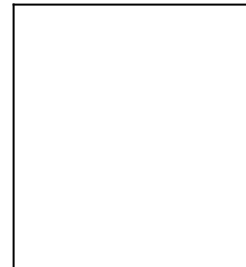
- [i] The contractor shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss in form No.1 and 2 as per Appendix -III(b) and III(c) respectively which should be kept at the place work..
- [ii] The contractor shall maintain both in English and the local Language, a list approved by the Chief Regional Labour Commissioner (Central) clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

[V] PRESERVATION OF REGISTERS :-

The wage book, wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them shall be made available for inspection by the Labour Enforcement Officer or any other Officer authorized by the Ministry of Labour in this behalf.

APPENDIX-XIV(a)

TEMPORARY CONTRACT LABOUR'S EMPLOYMENT CARD



- [1] Name of the Labour/Worker _____
- [2] Father's /Husband's Name _____
- [3] Date of Birth _____
- [4][i] Address (Local) _____
- [ii] Permanent _____
- [5] Name & Address of CWC Contractor _____

- [6] Validity*
(* Period of the Contract)From _____ to _____

Signature of the Contractor/Authorized Representative

Date _____

APPENDIX – XIV(b)

FORM - I										
APPENDIX – XIV(b)										
REGISTER OF FINES										
SL. NO.	NAME	Father's/ Husband's name	Sex	Department	Nature & date of the offence for which fine imposed	Whether workmen showed caused against fine or not, if so, enter date	Rate of Wages	Date and amount of fine imposed	Date on which fine realized	Remarks

APPENDIX – XIV (c)**FORM - II****APPENDIX – XIV (c)****REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE NEGLIGENCE OR DEFAULT OF THE CONTRACT LABOURERS.**

SL. NO.	NAME	Father's /Husband's name	Sex	Department	Damage of loss caused with date	Whether worker showed caused against deduction n ,if so, enter date	Date and amount of deduction imposed	Number of installment, if any	Date on which total amount realized	Remarks

Appendix - XV

AGREEMENT

The Central Warehousing Corporation having agreed to grant the contract of Handling and Transport of **FERTILIZERS** and allied material at Central Warehouse, _____ (Name of District & State) in response to the submission of sealed tender by me/us on _____ to the Regional Manager, Central Warehousing Corporation, I / We, _____ (here enter full name and address of contractor) am/are executing this agreement on _____ and hereby confirm that I/we have thoroughly examined and understood the terms and conditions of Notice Inviting Tender and the Invitation to Tender and Instructions to Tenderers bearing No. _____ dated _____ issued by the Regional Manager, Central Warehousing Corporation, Regional Office, for appointment of Handling & Transport Contractor for those depositors who entrust the Handling & Transport work to Central Warehousing Corporation in respect of receipts, dispatches, rebagging, standardization and Ex-godown releases etc. and also those of general conditions of contract and its appendices and agree to abide by them. I/we am/are willingly undertaking the said work consequent on the approval of the tender given by me/us to the Regional Manager, Central Warehousing Corporation,at the rate mentioned in Price Bid (enclosed) which forms part of this agreement and as per terms and conditions of the tender.

I/We, assure the said Corporation that I/we will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. This agreement will remain in force for a period of Two years, with effect from _____ or the date up to which the contract is extended.

The Regional Manager, Central Warehousing Corporation, Regional Office,reserves the right to extend the period of contract for further period up to three months on the same rates, terms and conditions.

(.....) Contractor

REGIONAL MANAGER
CWC, RO, HYDERABAD

WITNESS

WITNESS

- 1.
- 2.

- 1.
- 2.

END OF TENDER DOCUMENT