

Tender NoH&T/900(05)/06

Date: 02.01.06



**CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)
REGIONAL OFFICE : _CHENNAI.**

**THIS DOCUMENT IS NOT TRANSFERABLE. THE TENDER IS ISSUED IN
DUPLICATE , IF PURCHASED
ONE COPY SHALL BE RETAINED BY THE TENDERER**

Cost Rs. 1000/- (Rupees One Thousand only)

*INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT
OF LOADING/UNLOADING /HANDLING AND TRANSPORT CONTRACTOR AT
CENTRAL WAREHOUSE, THANJAVUR AND RAILHEAD THANJAVUR.*

A Last date for receipt of tender up to **1500 hours** on 19.01.06.

B Tender to be opened at **1530 hours** on 19.01.06.

NOTE: 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.

C. Tenders to remain open for acceptance for 45 days inclusive of date of tender opening (technical bid).

NOTE : 1. The Regional Manager, CWC Chennai may at his discretion, extend this day by 15 (fifteen) days and such extension shall be binding on the tenders.

2. If the date up to which the tender is open for acceptance is declared to be holiday, the tender shall be deemed to remain open for acceptance till the next following working day.

FROM:

The Regional Manager,
Central Warehousing Corporation,
Regional Office,

Tel.No. _____

Fax No. _____

E.mail: _____

To

Sarvashri/M/s. _____

Dear Sir(s),

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation) the Regional Manager, CWC Chennai invites tenders, UNDER TWO BID SYSTEM, for appointment of contractors, for loading/unloading, handling and transport of

(Signature of the Issuing Officer)

(Signature of the Tenderer)

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foodgrains and allied material etc; in and around Central Warehouse Thanjavur for a period of two years from date of award or such later date, as may be decided.

GENERAL INFORMATION

A. Place of Operation :

The works in and around Thanjavur in these presents shall mean and include the area within a radius of 25 kilometer(s) from the Municipal Office/Railway Station of Thanjavur.. CWC warehouse comprises following groups of godowns :

Existing Godowns

- | | |
|---|---|
| <p>1. Godowns served by Railway Siding</p> <p>a) comprising sheds/godowns (or any future godowns/sheds constructed/added) normally served fromRailway Siding</p> <p>b) comprising sheds/godowns (or any future godown/Sheds Constructed/added) normally served fromRailway Siding.</p> <p>c) comprising Sheds/godowns (or any future godowns/sheds constructed/added) normally served fromRailway Siding.</p> | <p>Estimated storage capacity (in Metric Tonnes)</p> <p>-----</p> <p>-----</p> |
|---|---|

Total : -----

2. Godowns situated at a considerable distance from the Railway siding in the same premises requiring the use of trucks for carrying bags
- a) comprising ----- sheds/godowns ----- (or any future sheds/godowns constructed/added) requiring use of trucks for carrying bags from Railway siding.

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b) Comprising
 shed/godowns
 (or any futures sheds/godowns
 constructed/added) requiring use of
 trucks for carrying bags
 fromRailway siding.

c) Comprising
 sheds/godowns
 (or any future sheds/godowns constructed/
 added/requiring use of trucks for carrying bags
 from Railway Siding

 Total -----

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

a) Comprising 14 Sheds/godowns 70000 MT
 (or any future sheds/godowns constructed/ added)
 normally served from Railway Station.

b) Comprising ----- sheds/godowns
 (or any future sheds/godowns constructed/ added)
 normally served from Railway Station.

c) Comprising ----- sheds/ godowns
 (or any future sheds/godowns constructed/added)
 normally served from Railway Station.

 Total 70000 MT

Grand total Items 1, 2 and 3 above

II. Godowns expected to be constructed/acquired during the proposed contract period:

1 Comprising
 Sheds/godowns
 (or any future sheds/godowns constructed/added)
 normally served from -----Railway Siding.

2 Comprising
 Sheds/godowns
 (or any future sheds/godowns constructed/ added)
 requiring use of Trucks or carrying bags
 from ----- Railway Siding.

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- 3 Comprising
Sheds/godowns
(or any future sheds/godowns constructed/added)
normally served from -----Railway Station.

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

2. Ordinarily the bagged grain (50 kg/ 75 kg/ 95 kg/ 100 kg packing) may be expected to be turned over thrice in two years, but the Corporation cannot be held to that statement.
3. Weight of the stocks shall be required to be physically verified once in a year.
4. Non-standard bags on receipt shall be weighed cent per cent while standard bags will generally be weighed only 10 per cent.
5. Non-standard bags may be required to be standardized in the godowns.
6. The particulars given above are intended merely to help the tenderers to form their own idea of the approximate quantum of work involved in this contract. The tenderers must acquaint themselves fully with the size and location of godowns vis-à-vis loading/ unloading points. They are advised not to fully rely on the particulars given in the notes above, as these are indicative and not exhaustive. **No guarantee is given that all the items of work shown shall be required to be performed. The successful tenderers shall be bound to execute all works as required under the terms of contract and shall not be entitled to make any claim whatsoever, against the Corporation for compensation, revision of rates or otherwise on the basis of particulars referred to above.**

B.Brief description of work : Unloading/Loading of foodgrains bags from/into railway wagons, trucks / vehicles/ carts stacking (simple/ block/ crisscross – as the case may be) the foodgrains bags, bagging, rebagging wherever/ whenever necessary, weighing, standardization, cleaning of foodgrains, etc., and transporting/ handling of foodgrains from Railway Station Siding to Warehouse/s or vice-versa or transporting them from one place to any other place in and around the designated warehouse (Elaborate description of service given in Clause.XIX of Annexure-I Terms and Conditions).

The tenderers must get themselves fully acquainted with the size and location of godowns vis a vis loading / unloading points before submission of tenders and rates quoted by them for loading into/ unloading from trucks/wagons shall be deemed to have been done after such

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acquaintance. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the size and location of godowns vis a vis loading/unloading points and shall not be entitled to any compensation arising out of any discrepancy in the size and location of godowns/group of godowns found later on, or on the ground that the workers employed by him are demanding higher rates of wages if load involved in certain operation(s) is more or the bags to be handled are heavier.

The services required to be performed under the contract have been categorized in two parts, viz. Part I – Receipts, Despatch & Deliveries and Part II-Other services. Based on the local market trend and other relevant factors, the Corporation has prescribed rates for each of the service described in each Part which are shown in the PRICE BID (Schedule of Rates) for services annexed to the form of Tender. Tenderers are required to quote for all the services covered by the two parts detailed in Clause XIX of Annexure-I containing the terms and conditions in the tender form annexed as PRICE BID and to **indicate if they offer to work on the basis of the rates shown in the schedule of rates for services or offer a uniform percentage of reduction or enhancement**, as the case may be, in the rates mentioned in the said Schedule of Rates.

In case, the rates are quoted in a manner other than mentioned above, the tenderers are liable to be ignored. The tenderers should not incorporate any condition in the tenders as conditional tenders are likely to be ignored.

C. Volume of work

1. 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 Annexure- I to the tender. The particulars given are intended merely, to give the tenderers, an idea of the approximate quantum of work, to facilitate and to make their own assessment for giving quotation in accordance with the conditions of the contract. **It should be clearly understood that no guarantee is given that all the items of work as shown in the annexure to tender shall be performed / required to be performed.**
2. The contract, if any, which may eventuate from this tender shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the tenderer and as given in the annexure to the form of this tender.
3. *The instructions to be followed for submitting the tender are set out below :*

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

b) Signing of tenders : Person or persons signing the tender shall state in what capacity he is or they are signing the tender, e.g. as sole proprietor of a firm or as a Secretary/Manager/Director etc., of a Limited company or as a partner of a partnership firm or a Labour Cooperative Society. In the case of partnership firms, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy of the partnership deed should be furnished along with the tender.

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In case of a limited company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the limited company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender. In case of Hindu undivided family, the names of the family members should be disclosed and the Karta, who can bind the firm, should sign the form and indicate his status below his signature.

II) The persons signing the tender form or any document forming part of the tender, on behalf of another or on behalf of a firm, shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the tender, fails to produce the said power of attorney his tender **shall be liable to summarily rejection, without prejudice to any other rights of the Corporation, under the Law.**

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

The successful tenderer shall ensure that the necessary documents authorizing the person who has signed the tender to bind his firm or the company have been filed or Registered with the Public Debt. Office.

4. The Contractor shall have to deploy tally clerks at their own cost for maintenance of stock account in the godown and at the railway goodshed as per requirement. The tally clerks would be deployed at the rate of minimum two clerks per 5000 MT capacity or part thereof during all working days at the centre/ goodshed or as prescribed by the Warehouse Manager or his authorized representative for the warehouse operation and related jobs as may be required. The rates quoted for various items in the schedule shall be inclusive of expenses towards deployment of such tally clerks and no liability whatsoever, would accrue to CWC on account of them working for the Contractor.

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.
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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
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EARNEST MONEY : Each tender must be accompanied by an EMD of Rs.2,00,000/- (Rs.Two lakhs only) in the form of Demand Draft only of any scheduled bank in favour of Regional Manager, CWC, RO, Chennai, payable at Chennai. Tenders not accompanied by EMD shall be summarily rejected.

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.* 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.**

5. SECURITY DEPOSIT :

- (i)(a) The successful tenderer shall furnish, **within a week of the acceptance of his tender**, a security deposit of Rs.10,00,000/- (Rupees Ten lakhs 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.
- (i) The Security Deposit amount shall be deposited in favour of the Regional Manager, CWC, Chennai, **in the form of Demand Draft issued by scheduled banks only.**
- (ii) The Security deposit furnished by the tenderer would be subject to the terms and conditions given in the Annexure to this tender and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- (iii) 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.

6. Documents attached to tender : a) Attested copies of partnership deed and Power of Attorney must be submitted by the tenderer along with the tender. After a final decision about the tender is taken the successful tenderer shall produce original Partnership Deed and Power of Attorney within seven working days of the acceptance of tender, failing which Corporation shall be entitled to cancel the contract.

Tenders, not accompanied with, all the Schedules/ Annexures, intact, and duly filled in and signed shall be liable to be ignored.

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- b) Earnest Money Deposit as specified above.
Any false/ wrong information/ credentials submitted shall 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.
- c) The RMs shall work out the minimum requirement of truck, depending upon the past turnover/ transaction at a particular warehouse and taking into consideration the distance from Railhead and ensure that tenderer should have atleast their own minimum 20% of the required truck and rest could be rented by the tenderer. A statement to this effect with documentary proof is required alongwith Technical Bid.

The minimum requirement of trucks for CW, Thanjavur is 20 out of which the tenderer shall own a minimum of 4 trucks while the rest could be rented by the tenderer.

A statement showing the details of the trucks owned by the tenderer shall be submitted along with documentary proof shall be submitted with the technical bid. The contractor will have to deploy required adequate trucks as per requirement.

7. **Delivery of Tender :**

- a) The tenderers should submit “Technical Bid” and the “Price Bid” in separate sealed Envelopes after finally putting them in one double sealed cover including First copy of “Invitation To Tender and Instruction to Tenderers” intact or the downloaded copy duly filled in, complete and **signed on each page**. The inner envelopes being super scribed as Tender No. H&T/900(05)/06 dated 02.01.06 for CW, Thanjavur, the outer envelope shall be addressed to the Regional Manager, CWC, Regional Office, Chennai, without an **indication that a tender is contained inside**. Tenders which do not comply with this instruction shall be summarily rejected. *Out station tenderers are advised to send their tenders by Couriers.*

The tenderer shall quote one uniform percentage below or above the schedule of rates given (Price Bid). ***In case separate rates are quoted for handling and transport operation, total estimated cost of both the operations for the contractual period, taking into account the actual volume of operations in the previous financial year, shall be worked out on the basis of the tendered rates to arrive at the lowest rate (L-1).***

The tenders where rates received are more than 10% below SOR shall be ignored. In case where there are more than one tenderer quoting the same rates, due consideration shall be given to experience, solvency, past performance and other available infrastructure etc., for the purpose of evaluating L-1.

- b) The name of warehouse and words “TECHNICAL BID” and “PRICE BID” as the case may be, must be clearly written on top of respective envelopes.
- c) Technical bid shall be accompanied with an earnest money of Rs. 2,00,000/- (Rupees two lakhs only) by demand draft of any Scheduled Bank in favour of Regional Manager, CWC, RO, Chennai. (If there is variation between the rates quoted in the figures and in

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words, only the lower of the two rates quoted either in figures or in words, shall be construed as correct and valid.) The tenderer, who have downloaded the tender form from the website shall have to pay an amount of Rs. 1000/- only (Rs. One Thousand only) alongwith the technical bid. The amount shall have to be in the form of a crossed demand draft drawn on any scheduled bank in favour of Regional Manager, CWC, RO, Chennai, payable at Chennai .

d) All credentials, documents and copies of certificate/information called for would be submitted along with the Technical Bid.

e) The technical bid only shall be opened on the due date and time specified, in the presence of the tenderer or their authorized representative who may wish to be present. 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 intimated to qualified parties only, within seven working days of opening of technical bids.

f) Necessary clarification required by the Corporation shall be furnished by the tenderer within the time frame given by the Corporation for the same.

g) It should be clearly understood by the Tenderer that no opportunity shall be given to them to modify or withdraw their offer at a stage when the price bid is known to all tenderer/s and the Corporation.

h) 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.

i) The bids of such tenderers who do not pay the cost of tenders and / or do not pay the Earnest Money Deposit shall not be taken cognisance of.

8. **Opening of Tenders** : The tenders (technical bid) shall be opened in the office of the Regional Manager, CWC, Chennai, at the time and on the date indicated. The tenderers shall be at liberty to be present either in person or through an authorized representative at the time of opening of technical bid.

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.

9. **Corrupt Practices** : Any bribe, commission, or advantage offered or promised by or on behalf, of the tenderer to any officer or servant of the Corporation shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered.

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Canvassing on the part or on behalf, of the tenderer shall also make his tender liable to rejection.

10. **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, Chennai 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/ e.mail. 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.

11. The tenderer is required to affix his recent passport size photograph at Appendix-IV and one identical photograph to be attached with it.

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.

1. 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 shall be liable to be rescinded. In such case the Earnest Money Deposit of the tenderer shall stand forfeited.*

2. 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,

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for and on behalf of the Regional Manager,
CWC, RO, Chennai.

Date :

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ANNEXURE I

TERMS AND CONDITIONS GOVERNING CONTRACT FOR TRANSPORT, UNLOADING/LOADING OF FOODGRAIN AND ALLIED MATERIAL AT CENTRAL WAREHOUSE _____

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 "Foodgrain" 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 foodgrains 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;

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- 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, Labour 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 Labour 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.

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 upto 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 III, The minimum wages prescribed for the time being for piece rate and time rate workers are as indicated below :

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

Provided that equal wages to women labour 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-fulfillment 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 with in 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 food stuffs 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 equipments including furniture, crockery, cutlery & utensils;
 - c) the water charges and other charges incurred for lighting and ventilation;
 - d) the interest on the amount spent on the provision and maintenance of furniture and equipment provided in the canteen.
- vii) The books of accounts and registers and other documents used in connection with the running of the canteen shall be produced on demand for inspection.
- viii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

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.

1. 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.

- v) (i) The latrines and urinals shall be conveniently situated and accessible to workers at all times.
 (ii) The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. The 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 equipments as provided for in the Contract Labour (Regulation & Abolitions) Act of the “appropriate” Government.
 iii) Adequate arrangement should be made for immediate recoument 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.

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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.
 - (f) 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 upon 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 Chennai in this regard shall be final and binding on the contractor.
 - (g) 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.
 - (h) 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-fulfillment 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 fulfillment of any obligations on the part of the contractor for strict observance of the provisions of the aforesaid laws.
 - (i) 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

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deducting it from the security deposit or from any sum due by the Corporation to the Contractor whether under the contract or otherwise.

- (j) All tax/ charges payable to the State Government/ Local bodies etc., shall be paid by the contractors and no claim whatsoever shall lie against the Corporation on this account.
- (k) 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, Chennai under this clause shall be final, conclusive and binding on the contractor and shall not be called into question.

X Summary Termination :-

- a) In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Regional Manager shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of

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the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or costs incurred.

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

- b) The Regional Manager shall also have, *without prejudice to other rights and remedies*, the right, in the event of breach by the contractors of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract, at the risk and cost of the contractors and /or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or unwork-man like performance of any of the services under the contract.
- c) 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.

XI Security Deposit :

- a) The contractor shall furnish within a week of the acceptance of their tender, security deposit as prescribed in the invitation to tender failing which the contract shall be terminated. 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.
- b) 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.
- c) 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

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Certificate, subject to such deduction from, the security as may be necessary for making up of the Corporation's claims against the contractor.

- d) 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 the claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.
- e) The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
- f) 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 balance due.
- g) 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 negligent 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 than 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

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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 of unloading from the wagons at the railhead and loaded on their trucks from Railway Station or siding /Godowns, until they have been unloaded from their trucks at godowns or at other destinations. They shall provide tarpaulins on the decks of the trucks so as to avoid loss of grains etc. through the holes / crevices in the decks of the trucks. They shall deliver the number of bags and the weight of foodgrains etc., received by them and loaded on their trucks and shall be liable to make good the value of any loss, shortage or damage during transit. The Regional Manager will be the sole judge for determining, after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the 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 moment from warehouse to warehouse and from warehouse to goods 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.

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 :-

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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 confirm 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 as between such contractors in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.***

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.

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- 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 auxillary 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 auxillary or incidental to any of such services, shall be decided by the Regional Manager, whose decision shall be final and binding on the contractor.

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 .**

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 :-

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

XIX Service to be performed by the Contractors :-

1. 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.
2. 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.
3. 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.
4. For services of standardization, rebagging, filling, loose grains and such other allied services, bags supplied by the Corporation will ordinarily be new "SBT" bags and 66.5 grams approximately in weight., but the Warehouse Manager reserves the right to use any type of bags. The jute twine used for stitching of the bags after bagging / rebagging/ cleaning/ standardization, etc. shall be 3 ply double up and shall be supplied by the Corporation.
5. Extra charges as provided in items 17 & 18 of the schedule of rates for services shall be paid only for loading and unloading of open wagons and Box wagons (Open) respectively, the flap door of which open down-ward/upward or sideward and wherein the filled bags cannot be carried in or taken out of such wagons by the worker directly as back or head load.
6. For purposes of transport of foodgrains in this contract use of animal driven cart in place of trucks will not be allowed unless the Warehouse Manager, in his sole discretion, specifically permits such use in writing. Such use of animal driven carts if permitted by the Warehouse Manager, shall be at 25 per cent less than the contract rates for trucks.

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