CWC/RO-LKO/H&T/BALLIA (REG)/053 Dated: 05.01.2016

CENTRAL WAREHOUSING CORPORATION

(A GOVT. OF INDIA UNDERTAKING)

REGIONAL OFFICE: LUCKNOW

E-TENDER DOCUMENT FOR APPOINTMENT OF REGULAR H&T CONTRACTOR AT CW – BALLIA [U.P]

		05.01.2016 (10:00 Hrs.)
		to
DATE FOR DOWNLOADING TENDER FORM	:	**02.02.2016 (23:59 Hrs.)**
LAST DATE FOR ONLINE SUBMISSION	:	UPTO 23:59 HRS ON
OF TENDER		02.02.2016
DATE OF OPENING [TECHNICAL BID]	:	AT 15:30 HRS ON **04.02.2016**

Regional Office:

"Warehousing Bhawan",

Vibhuti Khand, Gomti Nagar, Lucknow-226010

Ph. (0522)2720566, 2720761 Fax.2720686

***E.Mail:* rmlko.cwhc@ nic.in**

Web site :www.cewacor.nic.in

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E-Notice Inviting Tender

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 Food grains & allied Services at Central Warehouse, Ballia as detailed below:

Scope of work	Handling and Transportation work of food grains and allied materials etc at Central Warehouse, Ballia [UP].	
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 http://eprocure.gov.in	
Tender type	Open	
Schedule of E-Tender	Document downloading date and time	**05.01.2016 (10:00 Hrs.) to 02.02.2016 (23:59 Hrs.)**
	Pre-bid Conference: Bidders are requested to attend the meeting for clarification (if any) in respect to online bid submission. All the queries related to online bid submission will be clarified on the day of pre-bid conference.	On 11.01.2016 (from 11:00 Hrs till 16:00 Hrs.)
	Online bid submission	From 12.01.2016 (10:00 hrs) to 02.02.2016 (up to 23:59 Hrs).
	Physical submission or by courier of EMD and tender cost.	**Upto 15:00 Hrs. of 04.02.2016**
	Date and time of online technical bid opening	AT 15:30 HRS ON **04.02.2016**
	Date and time of online price bid opening	**Will be intimated in due course of time.**
Bid validity period	45 days and further extendable by fortnight from the date of opening of technical bid.	
Period of contract	Two Years, extendable by three months at the discretion of the Corporation.	
Cost of tender	Rs. 1000/- by way of DD in favour of Regional Manager, Central Warehousing Corporation, payable at Lucknow and same shall be submitted to this office physically or by courier before 15:00 Hrs. of 04.02.2016 in case of physical submission of tender cost.	
Processing fee of tender	Processing fees is 0.01% of the Value of contract subject to minimum Rs. 500/- & maximum Rs. 5000/- + service tax as applicable which is directly payable to M/S	

document	KEONICS through e-payment/NEFT/RTGS.
EMD	Rs.163,000/- by way of DD in favour of Regional Manager, Central Warehousing Corporation, payable at Lucknow and same shall be submitted to this office by physically or by courier before 15.00 Hrs. of 04.02.2016 in case of physical submission of E.M.D.

Capacity of the Warehouse	40,250 MT
Estimated value of contract	Rs.3,25.23,000/-
Estimated annual value of contract	Rs.162,62,000/-
Security Deposit	Rs. 8,15,000/-

ONLINE SUBMISSION OF E.M.D AND TENDER COST .

The tenderers interested to deposit the E.M.D & Tender Cost through e-payment / NEFT or RTGS, can also deposit the same in CWC Account No. 10070354408, State Bank of India, Gomti Nagar Branch, Lucknow, IFS Code SBIN- 0009916, MICR Code No: 226002017 **well before i.e. at least two days in advance from the last date of online submission of tender.**

Please note that E.M.D and Tender Cost is to be deposited in CWC's bank account only and not in the account of KEONICS. The Proof of payment should also be uploaded.

A. Details of documents required in TECHNICAL BID and to be uploaded with valid D.S.C:-

1. Certified copy of Partnership Deed / Article of Association / Memorandum of Association/Bye – laws etc. as applicable.
2. Certificate of Registration of Firm/ Company etc. if required.
3. Authorization letter if applicable.
4. **QUALIFICATION CONDITION** –

(A) 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, Foodgrains, Cement, Sugar, Coarse grains or any other commodity. Tenderer should have executed in any of the immediate preceding five years the work of value;

(a) At least 25% of the estimated value of the contract to be awarded, in one single contract.

OR

(b) 50% of the estimated value of the contract to be awarded, in different contracts.

(B) Experience Certificate in the proforma prescribed at **appendix –VI** shall be produced from customers stating proof of satisfactory execution and completion of the contract (S) besides duly certifying nature, period of contract, and value of work handled.

(C) Where the estimated contract value of Handling & Transport contract is less than Rs. Five crores, tenderer without the requisite experience as mentioned above may also participate subject to providing an **undertaking** that an additional performance Guarantee in the form of Bank guarantee of 10% of the total contract value from SBI Bank or its Associate Bank or in other Public Sector Banks will be given, if selected. The format of the Bank Guarantee to be provided in such cases is already appended to the tender document.

(**Appendix-V** of Annexure 'A' and undertaking at **appendix –VIII)**

(D) If the tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the contract.

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.

5. Letter from Bank on credit / limits enjoyed.
6. Bank Statement for the last six months from banker(s).
7. Net worth and Solvency Certificate-
   The tenderer must have a positive net worth based on the latest financial year for which the statement of profit & loss and balance sheet have been enclosed with the tender. The tenderer should submit Solvency Certificate from any scheduled bank for an amount not less than 10% of estimated annual value of the contract , issued by any scheduled bank not earlier than 3 months from the last date of submission of the tender.
8. Duly Audited Balance Sheet of preceding three financial year.
9. Duly Audited P & L Account of preceding three financial years.

NOTE:

(a). 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 or statements of accounts duly certified by chartered Accountant(s) given to the income tax department for the three preceding financial years alongwith the technical bid for verification of turnover.

(b) Financial Turnover:- 25% of the estimated annual value of the contract is minimum amount of average turnover during the preceding three financial years.

The tenderer should have achieved the minimum average annual turnover of Rs.40.66 lakh (in the same name for which he is submitting the offer) during the three preceding financial years. The average minimum annual turnover of preceding three financial years should not be less than 25% of the estimated annual value of the contract.

The tenderer is required to enclose the audited balance sheet and statement of profit & loss for the preceding three financial years with the tender. In case Balance Sheet and State of Profit & Loss 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 submitted. Where the tenderer is not under statutory obligation to get his accounts audited, he can submit a certificate of practicing Chartered Accountant certifying his Annual Turn Over & Profit After Tax for preceding three financial years.

(c) In case if at the time of invitation of tenders the balance sheet & statement of Profit & loss of the immediate preceding financial year is not available, then the year before the immediate three preceding financial years can be considered and for that year the balance sheet and statement of profit & loss can be enclosed by the tenderer.

10. Certified Copies of the Income Tax Returns for preceding three financial years.
11. Copy of PAN Card –
    The tenderer must enclosed/uploaded copy of PAN card with tender.
12. Service Tax-
    Tenderer must have valid Service Tax registration certificate from the Authority and copy of same to be enclosed/ uploaded with the tender.
13. EMD, Cost of tender and Tender Processing Fees.:-
    Contractor must submit the following –
    (a) EMD in the form of accounts payee demand draft / pay order/ bankers cheque of scheduled bank issued in favour of Regional Manager, Central Warehousing Corporation, payable at Lucknow or through e-payment/ NEFT/RTGS. Proof to be submitted / uploaded with the tender.
    (b) Cost of tender in the form of accounts payee demand draft / pay order/ bankers cheque of scheduled bank issued in favour of Regional Manager, Central Warehousing Corporation, payable at Lucknow or through e-payment/ NEFT/RTGS. **Proof to be submitted / uploaded with the tender**.
    (c) Tender processing fees is to be paid mandatory to the Service Provider for E- tender M/s KEONICS through e-payment/ NEFT through the portal www.tenderwizard.com/cwc and **proof to be submitted / uploaded with the tender**.
    In case tenderer submits the EMD and cost of tender by way of accounts payee demand draft/ pay order/ banker's cheque physically / by post and the same is received by the concerned Regional Manager before the due date & time of submission of tender, the same shall be treated as valid receipt of EMD/ cost of tender. However, in case of e-payment, the proof of EMD and cost of tender i.e. receipt/ acknowledgement is compulsorily required to be enclosed / uploaded with the tender. The tender processing fees is to be paid to M/s KEONICS by e-payment only.
14. Duly filled and scanned copy of **Appendix-I**.
15. Duly filled and scanned copy of **Appendix-II.**
16. **The tenderer has to sign a pre-contract integrity pact (Page No. 60 to 66 of Technical Bid) as per the enclosed Performa for contract having threshold value of Rs.1.00 Crore and above and duly signed copy is to be submitted with the tender.**
17. Undertaking regarding uploading correct and true information **(Appendix-VII).**

The tenderer should upload all the required documents with the tender under valid digital signatures.

Note: It is essential to upload entire tender form alongwith NIT in token of acceptance of terms & conditions mentioned therein. However the same alongwith other required documents need not be signed / attested as these are being submitted / uploaded by authorized person using Valid Digital Signature Certificate (DSC).

B. NOTE AND OTHER DETAILS:-

1. 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 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.

2. Bidders who wish to participate in the e-tendering will have to procure valid digital certificate 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.

3. 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.

4. 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. Bidder will have to submit tender cost and EMD by couriers or personally in the form of Demand Draft / Banker's Cheque issued by any Nationalized or Scheduled Bank drawn in favour of Central Warehousing Corporation payable at Lucknow as per the above mentioned scheduled date and time.

C. DISQUALIFICATION CONDITIONS:-

1. 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 will be ineligible during the period of such blacklisting or a period of 5 years from date of blacklisting/debarment, whichever is earlier.
2. Any tenderer whose contract with the CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of contract period at any point of time during last 5 years will be ineligible.
3. Tender whose EMD and /or SD has been forfeited by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking, on serious / grave ground i.e. submission of false / forged / tempered / fabricated / manipulated documents / information at any occasion during last five years will be ineligible.
4. 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 of an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible.

5. 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.

MANDATORY REQUIREMENT OF DOCUMENTS:

1.	**Entire tender document alongwith NIT**	(Online upload)
2.	(a) Copy of Partnership Deed and GPA duly signed by all the partners uploaded in case tenderer is a partnership firm; or	(Online upload)
	(b) Certificate of Incorporation, Memorandum of Association and Article of Association in case tenderer is Company to be uploaded alongwith resolution of the Company for authorizing the Director/ authorized signatory to sign the document and in case authorized Director/ authorized signatory further gives an authority to any other person to sign the tender, the copy of authority letter / power of attorney also be enclosed; or .	(Online upload)
	(c) Copy of Registration Certificate in case of Co-operative Society/ LLP and copy of Authority Letter/ power of attorney as may be applicable, be enclosed.	(Online upload)
3.	Copy of Work Experience certificate as per eligibility criteria as per Appendix- VI	(Online upload)
4.	Copy of audited Balance Sheet and statement of Profit & Loss for preceding three financial years as stated in eligibility criteria. In case there is no statutory obligation to get the accounts audited, certificate of practising Chartered Accountant certifying Turnover and Profit be enclosed.	(Online upload)
5.	Copy of Solvency Certificate issued, not earlier than three months from the date of submission of tender, as per format enclosed with the tender document.	(Online upload)
6.	Copy of Service Tax registration certificate .	(Online upload)
7.	Copy of PAN Card.	(Online upload)
8.	(a) Proof of E.M.D .	(Online upload)
	(b) Proof of cost of tender .	(Online upload)
	(c) Proof of Tender Processing Fee .	(Online upload)
9.	Copy of Pre- Contract Integrity Pact duly signed (where required).	(Online upload)
10.	Copy of duly filled and signed scanned copies of Appendix-I, II, IV & VII of tender.	(Online upload)

Note: It is essential to upload entire tender form alongwith NIT in token of acceptance of terms & conditions mentioned therein. However the same alongwith other required documents need not be signed / attested as these are being submitted / uploaded by authorized person using Valid Digital Signature Certificate (DSC).

D. INFORMATION FOR ONLINE PARTICIPATION AND GENERAL CONDITIONS:-

1. Internet site address for e-Tendering activities will be www.tenderwizard.com/cwc can be seen and down loaded at CWC's website www.cewacor.nic.in and www.tenderhome.com / http://eprocure.gov.in.
2. 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.
3. The digital signature certificate is normally issued within two working days. The interested bidders are requested to apply for the same well in advance.
4. In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
5. Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid and Excel format only.
6. After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.
7. 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.
8. 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.
9. Total quantity handled during last two years is **1,45,253** MT. However, no definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation.
10. 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.
    "The persons signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm of Co-Operative Society shall be responsible to produce certified copy of Board Resolution/or a proper Power of Attorney on stamp paper duly signed and notarized by a certified Notary Advocate in his favour stating that he has authority to bind such other persons or the firm as the case may be, in all matters pertaining to the contractor. If the person so signing the tender falls 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."
11. 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.
12. Tenderer to whom the work is awarded will have to sign each & every page of tender document at the time of execution of the agreement.
13. The evaluation of price bid shall be made on the basis of four major operations mentioned in price bid i.e. item No. Part-I (i) (b), Part-i (2), Part-I (3) (b), and Part –I (5).
14. In case of any clarification regarding online participation, they 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, Lucknow

    Sh Sarbjit Kumar Yadav Mob: 08266825311.

REGIONAL MANAGER

:: CHECK LIST OF TENDER DOCUMENT ::

E-TENDER NOTICE INVITED ONLINE FOR APPOINTMENT OF CONTRACTOR

FOR appointment of Regular contractor for handling and transportation of Food grains & allied Services at Central Warehouse, **Ballia** as detailed below:

Important Points regarding payments:

[1] **Tender Cost** – Rs.1000/- [Rupees One Thousand Only] payable to the Regional Manager, Central Warehousing Corporation, Regional Office, Lucknow

[2] **Earnest Money Deposit** – Rs.1,63,000/- payable to the Regional Manager, Central Warehousing Corporation, payable at Lucknow

[3] **Security Deposit** – Rs.8,15,000/- payable to the Regional Manager, Central Warehousing Corporation, payable at Lucknow

[4] **Processing fee of tender** – Processing fee 0.01% of the value of the Contract + Service Tax as applicable which is directly payable to M/s KSEDC Ltd.

[5] Tenderer should have **valid digital certificate** as per Information Technology Act, 2000

Page No	Description of Documents
11	Invitation to tender & Instructions to the tenderers
12 to 20	Forwarding letter to the tenderer including General Information [A] Place of Operation [B] Brief Description of Work, [C] 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
21 to 34	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, 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,
35 to 41	Clause No.XX – Services – For stocks received at or dispatched from Railway Station / Railway Siding or for stocks delivered to recipients
42 to 48	Clause XXI – Duties and Responsibilities of Contractor
48	Black Listing Clause No.XXII
49 to 50	Appendix - I
51 to 52	Annexure – B Check Points for preparation of bids by the tenderer
53 to 58	Appendix – II Financial Soundness & Business Competency
59	Model Agreement
60 to 66	Pre contract integrity pact alongwith agreement for item / percentage rates
67 to 69	Appendix – III
70	Appendix – III [a] Sample of temporary contract labourer's employment card
71	Form – I Appendix – III [b] Register of Fines
72	Form – II Appendix – III [c] Register of deduction for damages or loss caused to
	the employer by the neglect or default of the contract labourers
73 to 74	Annexure – A Appendix – V – Format 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.
75 to 77	Appendix – IV – Forwarding letter by the tenderer for submission of tender
78	Appendix – VI – Proforma of work experience certificate
79	Appendix-VII undertaking regarding uploading true & correct information
80	Appendix – VIII Declaration for submission of Bank Guarantee in case no experience
81 to 90	Price Bid – Schedule of Rates & Services

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Tender 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, BALLIA AND RAILHEADS AT BALLIA [U.P]

1. Last date for downloading tender form upto 23:59 hours on 02.02.2016

2. Last date for on line submission of e-tender is upto 23:59 hours on 02.02.2016.

3. Last date for submission of [i] EMD. [ii] Cost of Tender Form upto 15:00 hours on 04.02.16 or through e-payment / NEFT or RTGS well before i.e. at least two days in advance from the last date of online submission of tender.

4. E-tender [Technical Bid] to be opened at 15:30 hours on 04.02.2016 at the Office of the Regional Manager, Central Warehousing Corporation, Regional Office, Vibhuti Khand ,Gomti Nagar, Lucknow.

NOTE:

a) 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.

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

NOTE:

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

b) 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.

CWC/RO-LKO/H&T/BALLIA (REG)/053 Dated: 05.01.2016

FROM:

The Regional Manager, Tel.No……

Central Warehousing Corporation, Fax No. ……

Regional Office, E-mail: rmlkocwhc@nic.in

Vibhuti Khand, Gomti Nagar, Lucknow

To

Sarvashri/M/s. _____

_____

_____

Dear Sir(s),

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation) the Regional Manager, CWC, RO, Lucknow, invites Online tenders, UNDER TWO BID SYSTEM, for appointment of contractors, for loading/unloading, handling and transport of food grains and allied material etc; in and around Central Warehouse at **Ballia** 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 Corporate on same rates, terms & conditions.

GENERAL INFORMATION

[A]. Place of Operation :

The works in and around **Railway goodshed, Ballia / Central Warehouse, Ballia** in these presents shall mean and include the area within a radius of 30 kilometer(s) from the Municipal Office/Railway Station of **Ballia,** CWC warehouse comprises following groups of godowns:

Existing Godowns		
1	Godowns served by Railway Siding	Estimated storage capacity
		(in Metric Tonnes)
a)	Comprising…….. Sheds/godowns (Or any future godowns/sheds constructed/ added) normally served from ……. Railway Siding.	
b)	Comprising ……Sheds/ godowns…… (Or any future godown/Sheds Constructed/ added) normally served from ……Railway Siding.	

c)	Comprising …….sheds/godowns (or any future godowns/ sheds constructed/ added) normally served from ……Railway Siding.	
	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.	
b)	Comprising…… shed/godowns ……(or any futures sheds/ godowns constructed/added) requiring use of trucks for carrying bags from …….Railway 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, Ballia.	40,250 MT
a)	Comprising …. Nos. of Sheds/godowns (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	40,250 MT
	Grand total Items 1, 2 and 3 above	40,250 MT
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.	

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

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 the contract period, 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.

[7] The contractor will have to sign a pre-contract integrity pact in the enclosed performa for contract having threshold value of Rs.1.00 Crore and above.

[B] <u>Brief description of work</u> :-

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, weighment, 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.XX 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 / **nature of work /infrastructure facilities and functioning of all operations at the site in their own interest** 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 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 / **nature of work / infrastructure facilities and functioning of all operations at the site** 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 XX 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. Total quantity handled during last two years is **1,45,253** MT MT. However, 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 :*

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. Same should be scanned and uploaded.

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 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. 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.

c) The persons signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm or co-operative society shall be responsible to produce certified copy of Board Resolution / or a proper Power of Attorney on stamp paper duly signed and notarized by a certified Notary Advocate 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 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. Scanned copy of the power of attorney should be attached.

d) 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 foodgrains 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 us 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.

ANNUAL VALUE:

The annual value of H&T contract for General Warehouses shall be arrived at on he 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

Estimated value of the contract is Rs. 3,25,23,000/-
Estimated Annual Value of contract is Rs. 1,62,62,000/-

[4] EARNEST MONEY :

Each tender must be accompanied by an EMD of **Rs.1,63,000/- (Rupees One Lakh Sixty Three Thousand only)** in the form of Demand Draft only of any scheduled bank in favour of Regional Manager, Central Warehousing Corporation, payable at Lucknow. 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.

Note: **- EMD should not be less than 1% of the annual value of the contract**.

[5] Security Deposit :

(i)(a) Successful tenderer shall furnish, within a week of the acceptance of his tender, a security deposit of **Rs.8,15,000.00 (Rupees Eight lakh Fifteen Thousand 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, Lucknow 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.

[iv] The contractor will be required to furnish entire amount of Security Deposit in the form of Demand Draft at the time of executing contract agreement before undertaking the work where the rates quoted / contract awarded at below SOR.

Note:- SD should not be less than 5% of the annual value of the contract.

[6] **Documents attached to tender** :-

[a) Attested copies of partnership deed and certified copy of Board / Co-operative Society Resolution or 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 acceptance of tender, failing which Corporation shall be entitled to cancel the contract.

[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 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, 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 gain resulting from entrustment of the work to another party. The decision of the Regional Manager shall be final & binding on the contractor.

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

[7] **Delivery of Tender** :- On line as detailed in NIT

(a) 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).

In case quoted rates received are more than 10% below SOR , the tender shall be gnored.

(b) Technical bid shall be accompanied with an earnest money of Rs. 1,63,,000**/- (**Rupees One lakh Sixty Three Thousand only) and Rs.1000/- [Rupees One Thousand only] towards tender cost by way of separate demand draft of any Scheduled Bank in favour of Regional Manager, Central Warehousing Corporation, payable at Lucknow **or through e-payment / NEFT or RTGS [To be furnished physically or through e-payment / NEFT or RTGS within the date / time specified in NIT]**

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

(d) The technical bid only shall be opened on the due date and time specified on line. 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.

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

(f) 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.

(g) 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.

(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) In case where there more than one tender 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.

(j) The evaluation of price bid shall be made on the basis of four major operations mentioned in price bid **for H&T work** i.e. item No. Part-I (i) (b), Part-i (2), Part-I (3) (b), and Part –I (5**) and on the basis of two major operations for handling work i.e. item No. Part-I (3) (b) and Part –I (5)** .

[8] **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.

[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. 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, Lucknow 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.

[11] The tenderer is required to affix his recent pass port 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.

(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 shall be liable to be rescinded. 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.

(iii) Tenderer to whom the work is awarded will have to sign each & every page of tender document at the time of execution of the agreement.

Yours faithfully,

( )

FOR AND ON BEHALF OF THE REGIONAL MANAGER,
CWC, REGIONAL OFFICE, LUCKNOW

DATE : 05.01.2016

ANNEXURE- I

TERMS AND CONDITIONS GOVERNING CONTRACT FOR TRANSPORT, UNLOADING / LOADING OF FOODGRAIN AND ALLIED MATERIAL AT CENTRAL WAREHOUSE AT **BALLIA [U.P]**

[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;

[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 XX 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.

[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 inconsequence 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) 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.

(e) 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 :

a. 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).

(f) **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.
     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.
   - V. 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.
   - VI. 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.
   - VII. The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.
   - VIII. 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 clause1(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 equipments 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 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, Lucknow 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) 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.

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 **Three Month** 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, Lucknow 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 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/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] 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 .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 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.

(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 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 be 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.

(h) The contractor will be required to furnish entire amount of Security Deposit in the form of Demand Draft at the time of executing contract agreement before undertaking the work where the rates quoted / contract awarded at below SOR.

[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/liquated 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 foodgrains, 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 good 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**:-

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 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.
(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.

[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 [SB or Current]

[iii] Name of Bank & Branch [iv] MICR Code No.

[v] RTGs code Bank [IFSC Code]

(e) Service Tax or any other Tax in lieu thereof levied by the Central Govt. from time to time on the services rendered by the H&T contractor to CWC shall be paid by CWC to the H&T contractor over and above the Schedule of Rates, subject to the Contractor submitting his bills / invoices therefore in the Format prescribed under Rule 4-A [1] of the Service Tax Rules, 1994 or other relevant Laws, as the case may be.

(f) Income Tax, at the Rats 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 contact] 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 towhom 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.

SERVICES

[XX] PART-I FOR STOCKS RECEIVED AT OR DESPATCHED FROM RAILWAY STATION/RAILWAY SIDING OR FOR STOCKS DELIVERED TO RECIPIENTS.

[1] **UNLOADING FROM WAGONS AT RAILWAY STATION/RAILWAY SIDING LOADING INTO TRUCKS/ANY OTHER VEHICLES** :-

[a] The contractor shall unload the foodgrains bags from wagons/rakes/jumbo rakes placed at the Railway Station/Railway Siding or from trucks/any other vehicles, carry them and stack the bags in the Shed on the Platform/ground in accordance with the instructions of the Warehouse Manager or any officer acting on his behalf. They shall also perform the reverse services when directed.

[b] The contractor shall unload the foodgrains bags from wagons/rakes/jumbo rakes placed at the Railway Station or at the Railway Siding as the case may be, or from trucks/or any other transport vehicles, carry them and directly load them into the trucks/any other transport vehicle or into wagons after stacking the bags wherever necessary in the Shed/on the Platform/ground in accordance with the instructions of the Warehouse Manager or any Officer acting on his behalf.

[2] **TRANSPORT OF FOODGRAINS BAGS FROM THE RAILWAY STATION TO VARIOUS GODOWNS AND VICE-VERSA** :-

The Contractor shall transport by trucks to be arranged by them such number of bags of foodgrains, sweepings, spillage etc; as may be required, on day to day, by the Warehouse Manager or an Officer acting on his behalf, from the Railway Station to the various Godowns or vice-versa. The contractor shall take care not to mix bags of different kind of foodgrains bags containing different qualities of the same foodgrains and bags containing wet/damaged grains, sweepings etc; with bags of sound grains etc.

The contractor shall obtain from the Warehouse Manager or an officer acting on his behalf every evening particulars of the number of bags of foodgrains etc required to be transported the next day, the place where the trucks/carts should report for loading and the destination to which the goods 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. Payment for this service will be in accordance with the stipulation given in notes below the Schedule of Rates.

[3] **UNLOADING FROM WAGONS AT RAILWAY SIDING OR FROM TRANSPORT VEHICLES AND STACKING THE FOODGRAINS BAGS IN GODOWNS** :-

The Contractor shall unload the foodgrain bags from wagons placed at the Railway Siding or from the trucks, stack the foodgrain bags on the Platform/Ground wherever necessary, carry them by head loads or change of head loads or by using hand trolleys, handcarts or any other mode of carriage provided by them and stack them in godowns up to the required height. The bags shall be stacked either in the form of

conventional stack for bagged storage or in the form of side wall for enclosing a pit for flat storage up to **10, 16, 20 or 24 & above** high in accordance with the instructions of the Warehouse Manager or an Officer acting on his behalf. The remuneration for stacking of bags on platform/shed / ground wherever necessary and providing the means of carriage mentioned above shall be deemed to be included in the contract rates for this service of unloading and loading. No extra remuneration on any account for such stacking and for use of the means of carriage shall be paid except when the bags unloaded from wagons placed at the Railway Siding are required to be transported by trucks to the godowns situated at a considerable distance from the Railway Siding in the same premises for which separate remuneration has been provided for.

[4] **UNLOADING FROM WAGONS/TRANSPORT VEHICLES AND POURING THE GRAINS IN FLAT STORAGE PIT IN GODOWNS** :-

The Contractor shall unload the foodgrains bags from wagons placed at the siding or from trucks, stack the bags wherever necessary on the platform/shed/ground, carry the bags to the Flat Storage pit with the help of the Hand trolleys, cart etc; wherever necessary, cut open the mouth of the bags and pour the foodgrains into the pit. Normally, the pouring of the foodgrains will be required to be done in a baby pit built at convenient spot in a depot premises or may be required to carry the bags to the regular flat storage pit over the side walls and perform the services of cutting open the mouth of the bags, pouring the foodgrains there, levelling and shovelling. The side wall built with bags in the case of the baby pit shall be upto 10 high while that in the case of regular flat storage pit shall be upto 20 high.

The remuneration for stacking of the bags from Platform / Shed wherever necessary and for providing the means of carriage mentioned above shall be deemed to be included in the contract rates for these services of unloading and loading. No extra remuneration on any account for such stacking and for use of means of carriage shall be paid except when the bags unloaded from wagons placed at the Railway Siding are required to be transported by trucks to the godowns situated at a considerable distance from the Railway Siding in the same premises for which separate remuneration has been provided for.

[5] **LOADING INTO WAGONS FROM GODOWNS SERVED BY SIDING LOADING ON TRUCKS/OR ANY OTHER TRANSPORT VEHICLE FROM GODOWN FOR DESPATCHES OR FOR DELIVERY TO THE RECIPIENTS** :-

The contractor shall remove the foodgrain bags from the stack inside the godowns, carry them by head loads or change of head loads or wherever necessary by using hand trolleys, carts, etc. and load the foodgrain bags into wagons (in case of godowns served by Railway Siding) or load them on trucks or any other transport vehicle or in the alternative put the bags in a countable position after stacking, the bags wherever necessary on platform/ground for purposes of despatch or for delivery to buyers in accordance with the instructions of the Warehouse Manager or an Officer acting on his behalf.

The remuneration for stacking of bags on the platform/shed/ground wherever

necessary and for providing the means of carriage mentioned above shall be deemed to be included in the contract rates for this service of carrying from stacks and loading etc. No extra remuneration on any account as such for stacking and for use of the means of carriage shall be paid except when the bags unloaded from wagons placed at the Railway Siding are required to be transported by trucks to the godowns situated at considerable distance from the Railway Siding in the same premises for which separate remuneration has been provided for.

[6] **CARRYING BY MEANS OF TRUCKS FROM RAILWAY SIDING TO THE GODOWNS OR VICE VERSA** :-

The contractor shall, as and when required by the Warehouse Manager or an Officer acting on his behalf, use trucks for carrying bags of foodgrains from the godowns to the Railway Siding or from the Railway Siding to the godowns which are situated in the same premises but at a considerable distance from the Railway Siding. The Contractor shall be entitled for remuneration under this item for godowns, which are indicated in the invitation to tender under para-A, place of operation titled General Information. If, however, any Shed/Godowns constructed or added during the currency of the contract require the use of trucks for such services as provided herein, the use of trucks in such cases shall be specifically permitted by the Warehouse Manager or an Officer acting on his behalf, whose decision shall be final and binding on the contractors. The remuneration under this item is inclusive of the operation of loading into and unloading from trucks. Payment for this service will be in accordance with the stipulations given in notes below the schedule of rates. The payment under this item shall be in addition to item 3 or 4 or 5 of the Schedule of Rates.

[7] TRANSPORT OF FOODGRAINS (NOT PROVIDED FOR UNDER ITEM 2 AND (6)

The Contractor shall, transport by trucks to be arranged by him, for such quantity of foodgrains, as may be required from day to day by the Warehouse Manager or an Officer acting on his behalf, from one godown to another godown or from any place to another place in and around at Central Warehouse, **Ballia (U.P).** The Contractor shall take care not to mix bags of different kinds of foodgrain bags containing different qualities of the same foodgrains and bags containing wet/damaged foodgrains sweepings, etc., with bags of sound grains etc. The contractor shall obtain from the Warehouse Manager or an Officer acting on his behalf every evening, particulars of the number of bags foodgrains etc; required to be transported the next day, the place where the trucks should report for loading and the destination to which the goods would be required to be transported. In special cases, the contractor may be required to arrange transport at short-notice and they shall be bound to comply with such requisitions. Payment for this service will be in accordance with the stipulation given in notes below the Schedule of rates.

[8] **WEIGHMENT**: -

The Contractor shall, with their labour and scales, and under their supervision weigh

such number of bags of foodgrains, as may be required, after placing the bags, wherever necessary, before weighment or by placing the bags, wherever necessary after weighment. The remuneration for this service shall be deemed to include placing of bags, wherever necessary, near the scale either before or after weighment, carrying out the weighment by placing the bags on the scale and removing the bags from the scale. Weighment of foodgrains as described above, shall be done in conjunction with any other service like receipt, dispatch/ delivery etc. either at Godown/Railway Platform/Railway Siding/shed or anywhere else as directed by the Warehouse Manager or an officer acting on his behalf. Payment under this service for actual number of bags weighed will be made in addition to the service in conjunction with which weighment is performed unless weighment is included specifically in a service like physical verification, standardization, cleaning etc. The contractor shall be responsible to supply adequate and sufficient number of scales for weighment. Provided always that the contractor shall not use their own scales, where the same are available with the Corporation and contractor shall be liable to pay hire charges for the same at the rates prescribed in the Schedule.

[9] **REMOVING BAGS FROM STACKS AND POURING CONTENTS INTO FLAT STORAGE** : -

The Contractor shall, when required, remove foodgrain bags from stacks in the same or any other godown or from the side wall of a flat storage, cut open mouth of the bags pour the grain into the flat storage and carry out shoveling and leveling of the foodgrains.

[10] **FILLING LOOSE GRAINS FROM FLAT STORAGE** :-

Foodgrains from Flat Storage will normally to be taken out by evacuators or grainveyors supplied and operated by the Corporation. The vacuvators will either discharge the grain into the baby pit or feed the hoppers of the automatic/weighing and filling machines (velosac machines) which are designed to fill the bags upto a prescribed weight. The contractor shall supply the number of casual labour required in the operations of these machines, in accordance with the instructions of the Warehouse Manager or an officer acting on his behalf. However, the contractor, when required shall with their labour, take the loose grains out of the flat storage pit, making a baby bulk grain pit. If necessary, and fill the loose foodgrains into empty gunnies, carry them to scales, bring them upto a prescribed standard weight, stitch the bags with at least 16 stitches and stack them in the same or any other godowns(s) or load them into wagons/transport vehicles.

P A R T - II OTHER SERVICES

[11] **PHYSICAL VERIFICATION**: -

The contractor shall, with their labour and scales and under their supervision, weigh such number of bags of foodgrains as may be required for physical verification. Weighment for this service shall be deemed to include carrying bags from stacks, to weighing scales, putting them on scales, carrying out weighment, removing bags from scales, doing kacha stacking inside or outside the godown, as and where necessary, carrying the weighed bags and stacking them upto **10, 16, 20, 24** or more than **24 heights**, as may be directed by Warehouse Manager or an officer on his behalf. Normally, the weighed bags will be required to be restacked in the same godown or outside the same godown. It may, however, be necessary to restack the weighed bags in another godown.

[12] **STANDARDISATION**: -

The contractor shall, with their labour and scales and under their supervision, standardize such number of bags of foodgrains, as may be required by the Warehouse Manager or an Officer acting on his behalf. Standardization shall be deemed to include carrying bags from stacks to weighing scales, cutting open the mouth of the bags putting bags on the scales, putting in or taking out grains from each bag as may be necessary in order that each bag contains the standard weight of foodgrains as fixed by the Warehouse Manager or an officer acting on his behalf, removing the bags from the scales; restitching the bags with at-least 16 stitches on each bag, doing kacha stacking inside or outside the godown as and where necessary, carrying the standardized bags and stacking upto **10, 16, 20, 24** or more than **24 height** or loading into wagons/trucks or any other vehicle as directed. When the standardized bags are not required to be restacked or loaded, such bags shall be left in a countable position on the floor of the godown. The standardized bags shall be stacked in the same godown or in another godown, as directed by the Warehouse manager or an Officer acting on his behalf. In all such cases, payment will be done for actual number of bags received after standardization.

[13] **FILLING GUNNIES WITH LOOSE GRAINS TO A PRESCRIBED WEIGHT, STITCHING AND STACKING/ LOADING DELIVERY** : -

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

[14] **CLEANING**: -

The contractor shall, as and when required, with their labour, clean the foodgrains, sweepings etc; Cleaning shall be deemed to include restacking the bags, weighing them to ascertain the pre-cleaned weight carrying them to the place assigned for cleaning and subject to such process as winnowing, sifting, passing through the sieves or other methods of cleaning as cleaning by machines, etc., removing the cleaned grains, filling the grains in bags, weighing them to a standard weight prescribed by the Warehouse Manager or any Officer acting on his behalf, stitching the bags firmly with at least 16 stitches and carrying the standardized bags and stacking them upto **10, 16, 20, 24** or

more than 24 height or loading them into wagons/trucks/transport vehicles as directed, collecting the refraction, filling them in bags as directed, weighing them and stacking upto **10, 16, 20, 24** or more than **24 height** or loading/ delivering them as directed. Payment will be made only for the number of bags received after cleaning and standardization. No separate payment for the bags filled with refractions will be made.

[15] **DRYING OF DAMAGE FOODGRAINS** : -

The contractor shall undertake drying of damaged foodgrains, whenever required. Drying shall be deemed to include carrying foodgrains bags, from stacks or anywhere else from the godown, cutting open the mouth of the bags spreading the foodgrains inside or outside the godown and after drying making them into a palla, filling loose grains into empty gunnies upto a prescribed weight, stitching and stacking the bags in the same or another godown up to **10, 16, 20, 24** or more than **24 height** or loading /delivering them as directed. If weighment is required to be done before cutting open the bag, it will be paid separately.

Payment under this service will be made only for the number of bags received after drying and standardization.

[16] **REBAGGING**: -

The contractor shall rebag loose grains or the contents of unserviceable bags into new bags supplied by the Corporation. Rebagging shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a palla if necessary, filling new bags upto a prescribed weight, stitching them, doing kacha stacking inside or outside the Godowns, as and when necessary, and stacking them upto **10, 16, 20, 24** or more than **24 height** and delivering /dispatching as directed.

[17] **LOADING OF OPEN WAGONS**: -

The contractor shall load or unload open Railway wagons, wherever necessary. In addition to the normal duties and responsibilities attached to the service of loading/unloading covered wagons, the contractor shall also perform all other Auxiliary services incidental to handling of open wagons.

[18] **LOADING OF BOX WAGONS**: -

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

[19] **BREAKING OF STACKS AND RESTACKING**: -

The contractor shall, as and when required, remove bags from any stack(s)in the godown and restack in the same or another godown upto 10, 16, or more than 16 height.

[20] **COLLECTION OF SCATTERED BAGS**:-

The contractors shall as and when required remove/collect the scattered bags from the godowns and stack them in the same or another godown upto 10, 16, **20, 24** or more than **24 height**.

[21] **BUNDLING OF EMPTY GUNNIES**: -

The contractor shall collect the empty gunnies released after various operations, rebagging, cleaning etc; and bundle them into bundles of 25 or 50 each, as directed by the Warehouse Manager or an officer acting on his behalf. The bundles shall be neatly made to allow verification and the twine required for tying or stitching the outer surface of the bundles shall be supplied by the contractor. The bundles so made, shall be carried to the place assigned for storage of empty gunnies, and stacked in accordance with the instructions of the Warehouse Manager or an officer acting on his behalf. The remuneration for this service shall be deemed to be inclusive of the cost of twine required to be supplied by the contractor.

[22] **STENCILLING OF BAGS**: -

The contractor shall, through their workers and stencilling materials, stencil such number of bags as may be directed by the Warehouse Manager or an officer acting on his behalf. In full wagon load, the name of destination station in block English letters shall be stencilled on such number of bags as may be required. In the case of smalls, the particulars of the consignee, commodity and weight of the contents shall also be stencilled. The contractor may, with the prior permission of the Warehouse Manager or an officer acting on his behalf, mark the bags in the prescribed manner with brush and indelible ink instead of stencilling.

[23] **SUPPLY OF TRUCKS FOR WARAFERI WITH TWO WARNERS** : -

The Contractor shall, whenever required by the Warehouse Manager or an officer acting on his behalf, supply one or more trucks for waraferi with two warners for full day or half day for transporting foodgrains from one godown to another or for miscellaneous transport operations. The charges for supply of trucks shall be deemed to include the charges for the supply of two warner and no separate remuneration shall be paid there for.

[24] **SUPPLY OF CASUAL LABOUR** : -

The Contractors shall provide such number of male or female Casual Labours whenever asked to do so at short notice during day or night by Warehouse Manager or an officer acting on his behalf.

The payment of casual labour wage shall be not less than the minimum statutory rates fixed by the appropriate authority for the material period as fixed wage per male/female casual labour per day. However it will not entitle the contractor to claim any increase during the currency of the contract.

The labour so supplied can be asked to do fumigation/brushing dusting, spraying or pumping cyanogs with foot pump wherever necessary undertaking prophylactic/ curative disinfestations measures, whenever necessary.

[25] **Loading /unloading of Bamboo Mats, crates, tarpaulins, gunny bales or fumigation covers/ meant for covering**.

[26] **Shifting /transfer of filled bags with grains etc. from one truck/vehicle to another truck/vehicle**.

[XXI] **Duties and Responsibilities of the Contractor** :

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 contractor shall always be bound to act with reasonable diligence and in a businesslike manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.

[2] The contractor 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 foodgrains etc. and furnishing correct and upto 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, their servants or agents or representatives. The Warehouse Manager shall have the right to ask for the removal of any employee of the contractors, 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, their servants or agents or representatives shall be final and binding on the contractor.

[3] The contractor shall advise the Warehouse Manager and Officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized 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 dispatches 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 contractor shall take adequate steps and necessary precautions to avoid wastage and damage to the foodgrains etc; during the loading/unloading of trucks/ carts/ wagons/any other transport vehicle at the Railhead/ Godowns or any other loading/unloading point. The contractor 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 contractor. They shall spread their own tarpaulins or gunny bales at the loading/unloading points to avoid wastage and damage.

[5] The contractor shall provide sufficient number of tarpaulins for each truck/cart/any other transport vehicle to cover the bags of foodgrains etc. during the rains and shall

be responsible, if the foodgrains etc; are damaged by rain through their (contractors) 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 contractor.

[6] The contractor shall provide their own planks and supporting bags to serve as ladders for the purpose of loading/unloading into/from trucks/carts/wagons or stacking, no filled bags (with grains etc;) shall be used in the operation.

The contractor shall supply small regulation size hooks approved by the Warehouse Manager to their workers for handling foodgrains bags.

[7] The contractor shall ensure that their workers do not use large hooks for handling foograins bags at any stage. The use of hooks other than those approved by the Warehouse Manager, or an Officer acting on his behalf, shall render the contract liable to cancellation. The contractor shall also be liable to make good to Corporation, any losses caused by the use of unauthorized hooks. The decision of the Regional Manager regarding such losses shall be final.

[8] The contractor 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 dispatched from/at godowns /railheads as the case may be. In case of receipt of foodgrains etc; the contractor shall collect the relevant railway receipts and arrange to take delivery of consignment within the free time allowed by the Railways. If the railways receipts for a particular consignment is not available, the contractor shall take delivery or arrange despatch of consignment of foodgrains etc, at short notice and they shall be bound to comply with such request/s.

[9] The contractor shall prepare necessary forwarding notes, risk note forms, etc; in respect of consignments intended for dispatch by Railways.

[10] If any consignment received has been booked on “freight to pay” basis, the contractors shall pay freight by means of Firm Credit-Note which they shall obtain from the Warehouse Manager or an Officer acting on his behalf. But if for any reason(s) these are not issued, the contractor, shall themselves pay the freight in the first instance and then get reimbursed the same 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 contractor shall promptly report it in writing to the Warehouse Manager or an Officer acting on his behalf.

[12] The contractor shall keep a complete and accurate record / account of number of bags unloaded from each wagon and in the event of any shortage being noticed, shall bring in writing such shortage promptly to the notice of the Warehouse Manager or an officer acting on his behalf and the Railway authorities concerned. They shall keep

aside any stocks of damaged bags received in the wagons and after ascertaining the loss by weighment, report the fact to the concerned authorities viz, the Warehouse Manger or an Officer acting on his behalf and the Railways.

[13] The contractor shall, as and when required, be also responsible for the cleaning of the interior of any type of wagon prior to loading to the satisfaction of the officer(s) supervising loading/ despatches. The remuneration for loading the wagons shall be deemed to include the remuneration for such routine cleaning of wagons, as and when, to the extent found necessary.

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

[15] The contractor shall, as and when required, be also responsible for revetting and sealing of the doors of the wagons at the time of dispatch, or removing rivets or seals at the time of receipts.

[16] The contractor shall obtain clear RAILWAY RECEIPTS in respect of consignments booked by them. If the contractor finds any difficulty in getting clear R.R. in respect of consignment packed in new bags, they shall take up the matter with the railways. If in any case the Railway refuses 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. Copies of all correspondence in the matter shall be sent by the Contractor to the concerned Regional Manager/ Warehouse Manager and/ or to the Officer acting on his behalf.

[17] The contractor shall obtain railway receipts expeditiously from the Railway and immediately after obtaining them submit them to the Warehouse Manager / or an Officer acting on his behalf.

[18] The contractor shall also be responsible (as and when required) to put 6 labels each of the size 6”X9” bearing the name of the destination station in each wagon at the time of dispatch.

[19] The contractor shall provide adequate number of stitchers and sweepers at their own cost at all loading/unloading and other operational points to carry out minor repairs to leaking bags with twine. The twine provided shall be three ply doubled up.

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 facts 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 contractor shall collect all sweepings and spillages of foodgrains from wagons floors, loading/unloading points/godowns and fill them after cleaning, if necessary, in slack bags or in other empty bags supplied by Corporation and firmly stitch them with at least 16 stitches. The twine for this purpose shall be three ply doubled up and shall be provided by the Corporation.

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

[22] The contractor shall be responsible for obtaining consignee's receipts 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 contractor shall strictly abide by all rules and regulations of Railways, Police, Municipal authorities and other local bodies.

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

[25] The contractor shall at the time of standardization, cleaning etc; ensure that the mouth of each bag is cut open cautiously and with utmost care, so as to avoid any damage or loss to the bags and wastage of foodgrains. The contractor shall be liable for any loss to the Corporation on this account and the decision of the Regional Manager in the matter shall be final and binding on the Contractor.

[26] The contractor 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 operations 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 the labourers. Such hand trolley or wheeled contrivances will be supplied to the labourers by the contractors at their own cost. No extra remuneration, whatsoever for the use of hand trolleys etc; for carriage of bags shall be payable as it shall be deemed to be included in the rates provided for the relevant services.

[28] The contractor shall be responsible for keeping a complete and accurate account of all supplies of foodgrains etc; and empty gunny bags received by them from the Corporation and shall render accounts and furnish returns and statements in such a manner as prescribed by the Regional Manager or the Officer acting on his behalf.

[29] The contractor shall be responsible for the safety of the goods while in transit in their trucks/ carts/ any other transport vehicles and for delivery of quantity dispatched from the Railhead/ Godowns etc; as the case may be, to the destination or to the recipients to whom the grain etc; is required to be transported by the contractor. They shall provide tarpaulins on decks of the trucks, so as to avoid loss of the grain etc; through the holes / crevices in the decks of the trucks. They shall also exercise adequate care and take precautions to ensure that the foodgrain bags are not damaged while in transit in their trucks/ carts /any other transport vehicles. They shall deliver the number of bags and the weight of foodgainsetc; received by them and loaded on their trucks. They shall be liable to make good the value of any shortage, wastage, losses or damage to the goods in transit at twice the central issue rate for PDS (not RPDS) as fixed by Govt. of India as applicable from time to time for all foodgrains except when the Regional Manager (whose decision shall be final) decides that the difference between the weight taken at the dispatching and receiving ends is negligible and is due to the discrepancies between the scales, gain or loss in moisture or other causes beyond contractors control.

[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 contractors', negligence and unworkman like 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; wharfageetc; 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 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.

[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 contractor 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 foodgrains loaded in such wagons, with a view to ensure the safety of goods in rail transit and also untie ropes/ lashes and remove the tarpaulins from the wagons and perform all other auxiliary services connected with the handling of such wagons. The remuneration for loading/unloading of such wagons shall be deemed to include the remuneration for the aforesaid service 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] 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.

[41] 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.

[42] 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.

[43] 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.

[44] 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.

[45] Rent for his Office or Garage in the Warehouse Complex as also the charges for water and electricity utilized therein , by the Contractor to CWC together with Service Tax due thereon , at the rate as in force from time to time.

XXII **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.

APPENDIX – I

(Reference para 3(a) of Invitation to tender
(General Information) and Clause-IV of Annexure to tender)

(To be filled in by the tenderer)

[I] Name,
Date of birth,

address of the tenderer and ,

telephone no.,

fax no./ E Mail address :

[II] COMPOSITION OF TENDERER

(a) The tenderer may participate in the tender as Sole Proprietor/ Partnership Firm/ Co-operative Society/ Karta of a Hindu Undivided Family/ LLP/ Company. Tenderer must submit the copy of Partnership Deed in case tenderer is a Partnership Firm and Certificate of incorporation, Memorandum of Association and Article of Association in case tenderer is Company. The Certificate of Registration is to be submitted wherever applicable i.e. in case of a Cooperative Society/ LLP.

(b) The Person signing the tender and other required documents forming part of the tender on behalf of a Partnership Firm or a Company or LLP or a Co-operative Society or an HUF or Company, shall submit with the tender the certified copy of authorization letter / Board resolution/ general power of attorney as applicable. The original copy of authority letter / board resolution/ power of attorney as the case may be shall be produced by the successful bidder at the time of award of work duly stating that he had authority to bind such other person or firm or Cooperative Society or HUF or LLP or Company, as the case may be in all matters pertaining to the tender/ contract.

[III] **BUSINESS IN WHICH THE TENDERER IS EMPLOYED** :-

The nature of business in which the tenderer or partners of the tenderer's firm are engaged should be stated together with particulars of where head office and branches if any, are located.

EXPERIENCE OF WORKING: -

Full particulars should be given if the tenderer has worked as a Labour / Handling and

Transport Contractor of the Central Government; of Public / Private Companies / organizations / firms. The period for which the work has been done should be clearly indicated. The certificates to support the statements be attached. The tenderers should indicate clearly whether they are currently working as contractors on behalf of any Departments of Central or State Governments or Railways or any other clientele

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[V] **TENDERER'S BANK/S** : -

The names of the Bank or Banks and the Branches with which the tenderer has dealing and who can certify tender's financial status should be given.

Place _____

Dated _____ (**Capacity in which signing**)

Annexure - B

CHECK LIST FOR ONLINE SUBMISSION OF MANDATORY DOCUMENTS

S. No.	Type of documents	Submission by online uploading: Yes	No/ NA
1	Entire Tender document alongwith NIT uploaded		
2	(a) Whether copy of Partnership Deed and GPA duly signed by all the partners uploaded in case tenderer is a partnership firm; or (b) Copy of Certificate of Incorporation, Memorandum of Association and Article of Association uploaded in case tenderer is Company alongwith resolution of the Company for authorizing the Director/ authorized signatory and if Director/ authorized signatory further authorizes any other person, the copy of authority letter / power of authority to sign the document also to be uploaded; or . (c) Copy of Registration Certificate in case of Co-operative Society/ LLP and copy of Authority Letter/ power of attorney as may be applicable uploaded.		
3	Whether experience certificate as per eligibility criteria uploaded		
4	Whether copy of audited Balance Sheet and statement of Profit & Loss , as the case may be for preceding three financial years as per eligibility criteria uploaded. (where the tenderer is not under legal obligation to get his accounts audited, he can submit a Certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit After Tax for preceding three financial years)		
5	Whether certificate of Solvency of Rs. ..... from a bank as per required format uploaded.		
6	Whether copy of valid Service Tax registration certificate from the concerned authority uploaded.		

7 Whether copy of PAN Card uploaded.

(a) Whether proof of E.M.D uploaded

8 (b) Whether proof of cost of tender uploaded

(c) Whether proof of Tender Processing Fee uploaded

9 Whether Pre- Contract Integrity Pact as per qualifying criteria has been signed and uploaded.

10 Whether copy of duly filled and signed scanned copies of Appendix-I, II, IV & VII of tender uploaded.

Note: It is essential to upload entire tender form alongwith NIT in token of acceptance of terms & conditions mentioned therein. However the same alongwith other required documents need not be signed / attested as these are being submitted / uploaded by authorized person using Valid Digital Signature Certificate (DSC).

SIGNATURE OF TENDERER

APPENDIX-II

CENTRAL WAREHOUSING CORPORATION

TECHICAL BID

FINANCIAL SOUNDNESS AND BUSINESS COMPETENCY DATA

OF HANDLING & TRANSPORT CONTRACTOR

FOR

RAILWAY SIDING AND CENTRAL WAREHOUSE AT BALLIA (U.P)

(I) List of documents scanned and uploaded (as per instructions given in General Information C [6]/ NIT point A (1 to 17) Yes/No

Document No. 1

[1]	Entire tender document alongwith NIT	Yes/ No
[2]	Certified copy of Partnership deed/Articles of Association/ Memorandum of Association/Bye-laws etc. as applicable	Yes / No
[3]	Certificate of Registration of Firm/ Company etc.	Yes/No
[4]	Authorization letter if applicable	Yes/No
[5]	Certificates of experience as per **Appendix-VI** OR Provide an undertaking that an additional Performance Guarantee in the form of Bank Guarantee of 10% of the contract value from Nationalized Banks will be given, if selected. **(Appendix-V of annexure –A & undertaking at Appendix- VIII)**	Yes / No Yes/No
[6]	Letter from the bank on credit/limits enjoyed	Yes/No
[7]	Bank Statement for the last 6 months from Banker(s)	Yes/No
[8]	Net worth and Solvency Certificate- The tenderer must have a positive net worth based on the latest financial year for which the statement of profit & loss and balance sheet have been enclosed/ uploaded with the tender. The tenderer should submit Solvency Certificate from any scheduled bank for an amount not less than 10% of estimated annual value of the contract , issued by any scheduled bank not earlier than 3 months from the last date of submission of the tender.	Yes/No
[9]	Duly audited Balance sheet of preceding three financial years	Yes/No

[10]	Duly audited P & L Account of preceding three financial years	Yes/No
	NOTE: (a). 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 or statements of accounts duly certified by chartered Accountant(s) given to the income tax department for the three preceding financial years alongwith the technical bid for verification of turnover. (b) Financial Turnover:- 25% of the estimated annual value of the contract is minimum amount of average turnover during the preceding three financial years. The tenderer should have achieved the minimum average annual turnover of Rs. 40.66 lakh (in the same name for which he is submitting the offer) during the three preceding financial years. The average minimum annual turnover of preceding three financial years should not be less than 25% of the estimated annual value of the contract. The tenderer if required to enclose the audited balance sheet and statement of profit & loss for the preceding three financial years with the tender. In case Balance Sheet and State of Profit & Loss 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 submitted. Where the tenderer is not under statutory obligation get his accounts audited, he can submit a certificate of practicing Chartered Accountant certifying his Annual Turn Over & Profit After Tax for preceding three financial years. (c) In case if at the time of invitation of tenders the balance sheet & statement of Profit & loss of the immediate preceding financial year is not available, then the year before the immediate three preceding financial years can be considered and for that year the balance sheet and statement of profit & loss can be enclosed by the tenderer.	
[11]	Certified copies of the Income Tax Returns for preceding three financial year	Yes/No
[12]	Copy of PAN Card– The tenerer must enclosed copy of PAN card with tender	Yes/No
[13]	Service Tax- Tenderer must have valid Service Tax registration certificate from the Authority and copy of same to be enclosed with the tender.	Yes/ No
[14]	E.M.D, Cost of Tender and Processing Fee.	
	E.M.D	Yes/ No
	Cost of Tender	Yes/ No
	Tender processing fees	Yes/ No
[15]	Duly filled & scanned copy of Appendix -I	Yes/ No
[16]	Duly filled & scanned copy of Appendix -II	Yes/ No

[17]	Whether the pre-contract integrity pact has been signed by the bidder.	Yes/No
[18]	Undertaking regarding uploading correct and true information. **(Appendix-VII)**	Yes/No

Note: It is essential to upload entire tender form alongwith NIT in token of acceptance of terms & conditions mentioned therein. However the same alongwith other required documents need not be signed / attested as these are being submitted / uploaded by authorized person using Valid Digital Signature Certificate (DSC).

[III) QUALIFICATION CONDITIONS FOR TENDERER

[1) **WORK EXPERIENCE** :

(A)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, Foodgrains, Cement, Sugar, Coarse grains or any other commodity. Tenderer should have executed in any of the immediate preceding five years the work of value ;

(a) At least 25% of the estimated value of the contract to be awarded, in one single contract

OR

(b) 50% of the estimated value of the contract to be awarded, in different contracts.

(B) Experience certificate in the proforma prescribed at **Appendix VI** shall be produced from customers stating proof of satisfactory execution and completion of the contract[s] besides duly certifying nature, period of contract, and value of work handled.

(C) Where the estimated contract value of Handling & Transport contract is less than Rs. Five crores, tenderer without the requisite experience as mentioned above may also participate subject to providing an undertaking that an additional performance Guarantee in the form of Bank guarantee of 10% of the total contract value from SBI Bank or its Associate Bank or in other Public Sector Banks will be given, if selected. The format of the Bank Guarantee to be provided in such cases is at **Appendix-V of Annexure-A.**

If the tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the contract

Note: - The year for the purpose of experience will be taken as financial year (Ist April to 31st March) excluding the financial year in which tender enquiry is floated.

The tenderer should furnish following declaration in technical bid on non judicial stamp paper of appropriate value duly notarized.

"I hereby undertake to furnish an additional performance guarantee in the form of **Bank**

Guarantee of 10% of the contract value from the Nationalized Bank which shall be valid and enforceable till six months after the expiry of the contract period [for tenderers without having the requisite experience] in addition to Security Deposit in the form of Bank Draft or Pay order or through ECS, if selected". **(also in Appendix VIII)**

2. 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?	Yes/No
3. Whether your or any of the partner of the partnership firm's contract was terminated before expiry of Contract period or **EMD or SD** forfeited CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking?	Yes/No
4. Whether proprietor/partner/Director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust?	Yes/No

[5] 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.

DISQUALIFICATION CONDITIONS

1. **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 will be ineligible during the period of such blacklisting or a period of 5 years from date of blacklisting/debarment, whichever is earlier.**

2. **Any tenderer whose contract with the CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of contract period at any point of time during last 5 years will be ineligible.**

3. **Tender whose EMD and/or SD was forfeited by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking on serious / grave ground i.e. submission of false / forged / tempered / fabricated / manipulated documents / information at any occasion during last five years will be ineligible.**

4. **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 of an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible.**

5. **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.**

FINANCIAL SOUNDNESS:

Name of bankers, address & Telephone Nos.
Details of credit limits/facilities enjoyed (Please give certificate from the Bank)

Document No. 2

SL.NO.	Name of the bank and branch	Type of credit (i.e. C/C, O/D etc.)	Amount of Credit Limits sanctioned (Rs.)

[3] **Details of solvency of the Firms as assessed by bank** :-

Name of the Bank	Amount of Solvency Certificate (Rs.)	Date of solvency certificate

(**Please give solvency certificate, from the bank giving the amount issued not earlier than three months from the date of application)**.

Document No.3

List of Partners/ Directors

Sl. No.	Full Name of the Partner/ Director
1	
2	
3	
4	
5	
6	
7	
8	

9	
10	

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.

(Signature & Seal)
(**Authorized Signatory**)

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).

(Signature &Seal)
(**Authorized Signatory**)

Declaration of membership of any Goods Transport Association.

Give details if so;

Name & Address of the Association;

With Telephone/Fax No.

I/We certify that all information furnished by me/us is correct and true and in the event that the information given is found to be incorrect/ untrue, CWC shall have the right to disqualify me/us without giving any notice or reasons thereof.

(Signature & Seal)
(**Authorized Signatory**)

AGREEMENT

The Central Warehousing Corporation having agreed to grant the contract of Handling and Transport of foodgrain 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, Lucknow. 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, Lucknow 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, Lucknow 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, Lucknow reserves the right to extend the period of contract for further period up to three months on the same rates, terms and conditions.

WITNESS
1.

(……)
Contractor

2.
WITNESS
1.

2.

(……)
REGIONAL MANAGER

PRE CONTRACT INTEGRITY PACT

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, HauzKhas, 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 distoritionary 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 CORPORAION 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 CORPORAION 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 though 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.1,63,000/- (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, payable at **Lucknow.**

[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 en-cash 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 CORPORATON 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] <u>Fall Clause</u>

[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 P.K. Gopinath, C-II/64, Bapa Nagar, New Delhi110003.

[8.2] The CORPORATION has appointed Sh. Braham Dutt, IAS (Retd.), C-1/30, Pandara Park, New Delhi-110003 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 BIDDER

Name of the Officer
Designation

Witness Witness

1. _____ 1._____

2. _____ 2. _____

APPENDIX – III

(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] No endorsement to be done by CWC on the Employment Card so issued to the Contract Labours by the H&T contractor.

[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.

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.

Date _____

APPENDIX-III (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 – III (b)

FORM-I

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

FORM - II

APPENDIX – III (c)

REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE

NEGLECT 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, if so, enter date	Date and amount of deduction imposed	Number of installment, if any	Date on which total amount realized	Remarks

Annexure-A - Appendix-V

Proforma of Bank Guarantee to be furnished alongwith 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/discharge 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

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

APPENDIX – IV

Tenderer's

i) Telegraphic address ……

ii) Telephone no. ……

iii) e-mail address ……..

From :-

_____

_____

_____

_____

To

Regional Manager
Central Warehousing
Corporation
Regional Office

_____

Dear Sir,

I/We uploaded the e- tender (Technical Bid & Price Bid) for appointment as loading/unloading/ handling and transport etc. contractors for Regular contract of Central Warehouse, Ballia.

[2] I/We have thoroughly examined and understood instructions to tenderers. Terms and conditions of contract given in the notice inviting tender, invitation to tender titled as General Information instructions to tenderers and those contained in general conditions of contract and its appendixes, and schedules and agree to abide by

me/us.

[3] The rates has been quoted in the price Bid and uploaded in financial Bid.

I/We would like to commit that in case of any difference/ variation in the quote made, between figures and in words, only the lower of the two rates quoted either in figures or in words shall be construed as correct and valid. If any correction/ overwriting has not been authenticated by me/ our by my/ our full signatures, my tender be declared null and void.

[4] I/ We agree to keep the offer open for acceptance upto and inclusive of _____ and to the extension of the said date by fifteen days in case it is so decided by the Regional Manager. 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 be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.

[5] I/We do hereby declare that the entries made in the tender and appendixes/ schedules uploaded therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri …….. 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 instead to carry on the business of the concerned, whether any intimation of such change is given to the Regional Manager, Central Warehousing Corporation or not.

Yours faithfully,

Signature of tenderer
Capacity in which signing

Signature of constituted attorney,if any.

Name :

Address :

Date :

Name:

Date of birth

And address of attorney :-

Signature of witness with date :

Name and address of witness.

APPENDIX – VI

PROFORMA OF WORK EXPERIENCE CERTIFICATE TO BE PRODUCED BY THE TENDERER

S.No.	Name of the Client / Customer Served	Nature of the work / contract executed	Contract period	Product handled	Volume of work handled in MT	Total value of work / contract Executed	Remarks

APPENDIX-VII

UNDERTAKING

I/WE _____ have uploaded true and correct information and if qualified/selected I/we will present all the original documents for verification and if it is found at any stage that the information submitted by me/us is false/forged/tampered, I/WE _____ shall be liable to terminated or debarred or both from future tender participation in CWC.

Date: Signature of the tenderer

APPENDIX-VIII

DECLARATION

The tenderer should furnish following declaration in technical bid on non judicial stamp paper of appropriate value duly notarized.

"I hereby undertake to furnish an additional performance guarantee in the form of **Bank Guarantee** of 10% of the contract value from the Nationalized Bank which shall be valid and enforceable till six months after the expiry of the contract period [for tenderers without having the requisite experience] in addition to Security Deposit in the form of Bank Draft or Pay order or through ECS, if selected".

SIGNATURE OF THE TENDERER

PRICE BID

SCHEDULE OF RATES AND SERVICES FOR HANDLING & TRANSPORT CONTRACTOR AT CENTRAL WAREHOUSE, **BALLIA**

Sr.No.	Description of services	RATE PER HUNDRED BAGS For bags weighing upto 50 kg.
PART-I Receipts- Deliveries:		
1.(a)	For unloading foodgrain bags from wagons / trucks or any other transport vehicles, and stacking the bags in the Shed on the Platform/ ground or vice-versa as mentioned in clause-XX, Part 1-1(a)	Rs.46.00 (Rupees forty Six only)
b)	For unloading foodgrains bags from wagons/trucks for any other transport vehicles and directly loading on trucks (or any other transport vehicles into wagons as mentioned in Clause XX, Part 1-1(b)	Rs.90.00 (Rupees Ninety only)

2. For transporting foodgrains bags to and from Railheads to the following godowns mentioned in (A) of General Information.

Central Warehouse, Ballia

PART-I (2) **Rate per 100 Qtls.**

From Railway Station/goodshed to existing constructed/ hired godowns mentioned under or vice-versa.:

a)	From Railway station/goodshed, Ballia to Central Warehouse, Ballia	:	**Rs. 416/- (Rupees Four hundred Sixteen only)**

NOTE:- Stock should be weighed through CWC or CWC's nominated weighbridge .

3. For unloading foodgrains bags from wagons/ trucks/ any other transport vehicles, stacking them on the platform/ ground if necessary, carrying by head-loads/ change of head load or wherever necessary by using hand-trolleys, carts etc.; and stacking them inside the godowns after stacking the bags wherever necessary on the platform/ ground as mentioned in Clause-XX, Part-1(3).

i) In the form of conventional stack :-

a)	Upto 10 high.	Rs.90.00 (Rupees Ninety only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs.108.00 (Rupees One hundred Eight only)
c)	Upto 20 high (for actual number of Bags stacked over 16 high)	Rs.125.00 (Rupees one hundred Twenty Five only)
d)	Beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 143.00 (Rupees One hundred Forty Three only)

Sr. No.	Description of services	**RATE PER HUNDRED BAGS** **For bags weighing upto 50 kg.**
ii)	In the form of a side wall for flat storage :-	
a)	Upto 10 high	Rs.90.00 (Rupees Ninety only)
b)	Upto 16 high (for actual Number of bags stacked above 10 high	Rs.108.00 (Rupees One hundred Eight only)
c)	Upto 20 high (for actual number of bags stacked above 16 high	Rs.125.00 (Rupees one hundred Twenty Five only)
d)	Beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 143.00 (Rupees One hundred Forty Three only)

3A) For lifting of foodgrain from the weighing scale and stacking them on the platform / ground if necessary, carrying them by head load / change of head loads OR wherever necessary by using hand trolleys / carts etc. and stacking them inside the godowns after stacking the bags wherever necessary on platform / ground:

i)	In the form of stack :-	
a)	Upto 10 high.	Rs.44.00 (Rupees Forty Four only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs.53.00 (Rupees Fifty Three only)
c)	Upto 20 high (for actual number of Bags stacked over 16 high)	Rs.62.00 (Rupees Sixty Two only)
d)	Beyond 20 high (for actual number of bags stacked above 20 high)	Rs.71.00 (Rupees Seventy One only)
ii)	In the form of a side wall for flat storage :-	
a)	Upto 10 high	Rs.44.00 (Rupees Forty Four only)
b)	Upto 16 high (for actual Number of bags stacked above 10 high)	Rs.53.00 (Rupees Fifty Three only)
c)	Upto 20 high (for actual number of bags stacked above 16 high	Rs.62.00 (Rupees Sixty Two only)
d)	Beyond 20 high (for actual number of bags stacked above 20 high)	Rs.71.00 (Rupees Seventy One only)

4. For unloading foodgrains bags from wagons/ trucks/ any other transport vehicles, stacking the bags, wherever necessary on the platform/ ground, carrying the bags to the flat storage pit carrying by head loads or change of head loads or where necessary by using hand trolleys, carts etc; cutting open the mouth of the bags and putting the loose grains into the pit including leveling and shoveling as mentioned in Clause XX, Part-1(4).

a)	For baby bulk pit	Rs.90.00 (Rupees Ninety only)
b)	For Regular flat storage pit inside the godowns	Rs.118.00 (Rs. One hundred Eighteen only)
5.	For carrying the bags of foodgrains from stacks by head loads or change of head loads or wherever necessary using hand trolleys carts etc; and loading into wagons/trucks/any othertransport vehicles, or putting them in a countable position after stacking the bags wherever necessary on the platformground as mentioned in Clause -XX, Part –1(5)	Rs.108.00 (Rupees One Hundred Eight only)

Sr. No.	Description of services		RATE PER HUNDRED BAGS For bags weighing upto 50 kg.
6.	For carrying the foodgrains bags by means of trucks from the Railway Siding to the Godowns situated in the premises only or vice-versa as mentioned in Clause-XX, Part-I(6)		Rs. 82.00 (Rupees Eighty Two Only)
7.	For transporting by trucks/ animal driven carts from one point to another point for which rates have not been specifically fixed, as mentioned in Clause-XX, Part-I(7)	I) Upto 03 kms	Rs.360.00 (Rupees three hundred Sixty only) per 100 quintals
		ii) Above 03 kms. but upto 10 kms. further increase	@ Rs.28.00 (Rupees twenty Eight only) per km. per 100 quintals
		iii) Above 10 kms. but upto 20 kms. further increase	@ Rs.17.00 (Rupees Seventeen only) per km. per 100 quintals
		iv) Above 20 kms. but upto 30 kms. further increase	@ Rs.11.00 (Rupees Eleven only) per km. per 100 quintals
8.	For weighment of foodgrains (as mentioned in Clause XX Part-I(8)		Rs. 36.00 (Rupees Thirty Six Only)

NOTE :-

Whenever weighment is done in conjunction with any other service(s), the weighment charges will be paid in addition for the number of bags actually weighed, provided always that the contractors shall not use their own weighing scales, where the same are available with the Corporation and the contractors shall be liable to pay a hire charge per scale per month or part of a month as indicated below :-

a) Beam Scale — Rs. 36.00 (Rupees Thirty Six Only)

b) Weighing Machine — Rs. 450.00 (Rupees Four Hundred Fifty Only)

9. For removing the foograins bags from the stack in the same or any other godowns or from the side wall of a flat storage, cutting open the mouth of bags and putting the grains into the flat storage including leveling and shoveling as mentioned in Clause –XX, Part-I(9) :-

a) For baby bulk pit — Rs. 82.00 (Rupees Eighty Two Only)

b) For regular flat storage — Rs.118.00 (Rupees One hundred Eighteen only)

10. For filling gunnies upto a prescribed Weight with loose grain taken from the flat Storage stitching the gunnies as mentioned in Clasue-XX, Part-I(10); and

i) Stacking in the same godowns

a) Upto 10 high — Rs.125.00 (Rupees one hundred Twenty Five only)

b) Upto 16 high (for actual number of bags stacked over 10 high) — Rs. 143.00 (Rupees one hundred Forty Three Only)

c) Upto 20 high (for actual number of bags stacked over 16 high) — Rs.162.00 (Rupees one hundred Sixty Two only)

d) Beyond 20 high (for actual number of bags stacked above 20 high) — Rs.180.00 (Rupees one hundred eighty only)

OR

Sr. No.	Description of services	RATE PER HUNDRED BAGS For bags weighing upto 50 kg.
ii)	Stacking in another Godown :-	
	a) Upto 10 high	Rs. 143.00 (Rupees one hundred Forty Three Only)
	b) Upto 16 high (for actual number of bags stacked over 10 high)	Rs.162.00 (Rupees one hundred Sixty Two only)
	c) Upto 20 high (for actual number of bags Stacked over 16 high)	Rs.180.00 (Rupees one hundred Eighty only)
	d) Beyond 20 high (for actual number of bags stacked above 20 high)	Rs.198.00 (Rupees one hundred Ninety eight only)
	OR	
	iii) Loading into wagons/trucks/any other Vehicles or placing bags outside the godowns in a countable Position.	Rs. 143.00 (Rupees one hundred Forty Three Only)

PART-II OTHER SERVICES

11. **PHYSICAL VERIFICATION** :-
For breaking the stacks, weighing the bags and restacking the bags as mentioned in Clause-XX, Part-II (11)

Sr.No.	Description of services	RATE PER HUNDRED BAGS For bags weighing upto 50 kg.
i)	In the same godowns or outside the godown :-	
	a) Upto 10 high	Rs. 72.00 (Rupees Seventy Two only)
	b) Upto 16 high (for actual number of bags stacked over 10 high)	Rs.125.00 (Rupees one hundred Twenty Five only)
	c) Upto 20 high (for actual number of bags stacked over 16 high)	Rs. 143.00 (Rupees one hundred Forty Three Only)
	d) Beyond 20 high (for actual number of bags stacked above 20 high)	Rs.161.00 (Rupees one hundred Sixty One only)
ii)	In another godowns :-	
	a) Upto 10 high	Rs.125.00 (Rupees one hundred Twenty Five only)
	b) Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 143.00 (Rupees one hundred Forty Three Only)
	c) Upto 20 high (for actual number of bags stacked over 16 high	Rs.161.00 (Rupees one hundred Sixty One only)
	d) Beyond 20 high (for actual number of bags stacked above 20 high)	Rs.179.00 (Rupees one hundred Seventy Nine only)

12. **STANDARDISATION** :-
For standardization of bags as mentioned in Clasue –XX, Part-II(12) including :-

i)	Stacking in the same godown :-	
	a) Upto 10 high	Rs.125.00 (Rupees one hundred Twenty Five only)
	b) Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 143.00 (Rupees one hundred Forty Three Only)
	c) Upto 20 high (for actual number of bags stacked over 16 high	Rs.161.00 (Rupees one hundred Sixty One only)
	d) Beyond 20 high (for actual number of bags stacked above 20 high)	Rs.179.00 (Rupees one hundred Seventy Nine only)
ii)	Stacking in another godown :-	
	a) Upto 10 high	Rs. 142.00 (Rs. One hundred Forty Two Only)
	b) Upto 16 high (for actual number of bags stacked over 10 high)	Rs.161.00 (Rupees one hundred Sixty One only)
	c) Upto 20 high (for actual number of bags stacked over 16 high	Rs.179.00 (Rupees one hundred Seventy Nine only)
	d) Beyond 20 high (for actual number of bags stacked above 20 high)	Rs.196.00 (Rupees one hundred Ninety Six only)
	OR	
iii)	Loading into wagons/ trucks/ any other vehicles or placing the foodgrains bags outside the godown in a countable position.	Rs. 143.00 (Rupees one hundred Forty Three Only)

S.No.	Description of services	RATE PER HUNDRED BAGS
		For bags weighing upto 50 kg.
13.	For filling gunnies with loose grains upto a prescribed weight and stitching the gunnies as mentioned in Clause-XX, Part-II (13), and	
i)	Stacking in the same godown :-	
	a) Upto 10 high	Rs.125.00 (Rupees one hundred Twenty Five only)
	b) Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 143.00 (Rupees one hundred Forty Three Only)
	c) Upto 20 high (for actual number of bags stacked over 16 high)	Rs.161.00 (Rupees one hundred Sixty One only)
	d) Beyond 20 high (for actual number of bags stacked above 20 high)	Rs.179.00 (Rupees one hundred Seventy Nine only)
ii)	Stacking in another godown :-	
	a) Upto 10 high	Rs. 142.00 (Rupees One hundred Forty Two Only)
	b) Upto 16 high (for actual number of bags stacked over 10 high)	Rs.161.00 (Rupees One hundred Sixty One only)
	c) Upto 20 high (for actual number of bags stacked over 16 high)	Rs.179.00 (Rupees One hundred Seventy Nine only)
	d) Beyond 20 high (for actual number of bags stacked above 20 high)	Rs.196.00 (Rupees one hundred Ninety Six only)
	OR	
iii)	Loading into wagons/ trucks/ any other vehicles or placing the foodgrains bags outside the godown in a countable position	Rs.143.00 (Rupees one hundred Forty Three Only)
14.	**CLEANING / SALVAGING :-**	
	For carrying the bags from stacks in the godown (or from any other place in the godown premises) weighing them, passing the contents through sieves or cleaning machines filling the cleaned grains into the bags upto a prescribed weight, stitching the bags and then stacking as mentioned in Clause-XX, Part-II(14) :-	
	a) Upto 10 high	Rs. 142.00 (Rupees one hundred Forty Two Only)
	b) Upto 16 high (for actual number of bags stacked over 10 high)	Rs.161.00 (Rupees one hundred Sixty One only)
	c) Upto 20 high (for actual number of bags stacked over 16 high)	Rs.179.00 (Rupees one hundred Seventy Nine only)
	d) Beyond 20 high (for actual number of bags stacked above 20 high)	Rs.196.00 (Rupees one hundred Ninety Six only)
	OR	
	e) Loading into wagons/ trucks/ any other vehicles or placing the foodgrains bags outside the godown in countable position	Rs.161.00 (Rupees one hundred Sixty one only)
15.	**DRYING :**	
	For carrying the bags from the stacks or anywhere in the godown premises, cutting open the mouth of bags, spreading out the foodgrains and after drying, making them into a palla, filling the loose grains into empty gunnies upto a prescribed weight, stitching the bags and then stacking the bags in the same or another godown as mentioned in Clause-XX Part-II(15) :-	

Sr.No.	Description of services	RATE PER HUNDRED BAGS For bags weighing upto 50 kg.
	a) Upto 10 high	Rs. 142.00 (Rupees one hundred Forty Two Only)
	b) Upto 16 high (for actual number of bags stacked over 10 high)	Rs.161.00 (Rupees one hundred Sixty One only)
	c) Upto 20 high (for actual number of bags stacked over 16 high)	Rs.179.00 (Rupees one hundred Seventy Nine only)
	d) Beyond 20 high (for actual number of bags stacked above 20 high)	Rs.196.00 (Rupees one hundred Ninety Six only)
	OR	
	e) Loading into wagons/ trucks/ any other vehicles or placing the foodgrains bags outside the godown in a countable position	Rs.161.00 (Rupees one hundred Sixty One only)
16.	For rebagging contents of unserviceable bags of loose grains into bags to a prescribed weight and stacking in the godown as mentioned in Clause-XX, Part-II(16)	
	a) Upto 10 high	Rs.125.00 (Rupees one hundred Twenty Five only)
	b) Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 143.00 (Rupees one hundred Forty Three Only)
	c) Upto 20 high (for actual number of bags stacked over 16 high)	Rs.161.00 (Rupees one hundred Sixty One only)
	d) Beyond 20 high (for actual number of bags stacked above 20 high)	Rs.179.00 (Rupees one hundred Seventy Nine only)
	OR	
	e) Loading into wagons/ trucks / any other vehicles or placing the foodgrains bags outside the godown in a countable position	Rs. 143.00 (Rupees one hundred Forty Three Only)
17.	Additional charges for unloading/ loading of open wagon as mentioned in Clause-XX, Part-II(17)	Rs. 18.00 (Rs. Eighteen only)
18.	Additional charges for unloading/ loading of box wagon as mentioned in clause-XX, Part-II(18)	Rs. 36.00 (Rupees Thirty Six only)
19.	For breaking up the stacks and restacking as mentioned in Clause-XX, Part-II (19) :	
i)	In the same godown :-	
	a) Upto 10 high	Rs.72.00 (Rupees Seventy Two only)
	b) Upto 16 (for actual number of bags stacked over 10 high)	Rs.90.00 (Rupees Ninety only)
	c) Upto 20 high (for actual number of bags stacked over 16 high)	Rs.108.00 (Rupees One hundred Eight only)
	d) Beyond 20 high (for actual number of bags stacked above 20 high)	Rs.125.00 (Rupees one hundred Twenty Five only)
ii)	In another godown :-	
	a) Upto 10 high	Rs.90.00 (Rupees Ninety only)
	b) Upto16 high (for actual number of bags stacked over 10 high)	Rs.108.00 (Rupees One hundred Eight only)

Sr.No.	Description of services	RATE PER HUNDRED BAGS For bags weighing upto 50 kg.
	c) Upto 20 high (for actual number of bags stacked over 16 high)	Rs.125.00 (Rupees one hundred Twenty Five only)
	d) Beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 143.00 (Rupees One hundred Forty Three only)
19A	For breaking the stack, bringing the bags of foodgrains up to scale point weightment.	Rs. 161.00 (Rupees One hundred Sixty One only)
20.	Removing/collecting scattered bags of foodgrains and stacking them as mentioned Clause-XX, Part-II (20) :-	
	a) Upto 10 high	Rs.53.00 (Rupees Fifty Three only)
	b) Upto 16 high (for actual number of bags stacked over 10 high)	Rs.72.00 (Rupees Seventy Two only)
	c) Upto 20 high (for actual number of bags stacked over 16 high)	Rs.90.00 (Rupees Ninety only)
	d) Beyond 20 high (for actual number of bags stacked above 20 high)	Rs.108.00 (Rupees One hundred Eight only)
21.	Removing/ collecting empty bags bundling them as stacking the bundles in the godowns as mentioned in Clause-XX, Part-II(21)	Rs. 36.00 (Rupees Thirty Six only)
22.	For stenciling of bags as mentioned in Clause-XX, Part-II(22)	Rs. 36.00 (Rupees Thirty Six only)
23.	For trucks supplied for waraferi with two warners as mentioned in Clause-XX, Part-II(23).	
	a) For full day over 5 hours	Rs. 1259.00 (Rupees one thousand Two hundred Fifty Nine only)
	b) For half day upto 5 hours	Rs. 899.00 (Rupees Eight hundred Ninety Nine only)
24.	For supply of casual labour as mentioned in Clause-XX, Part-II(24)	
i)	Male/female labour per head per day	Wage as fixed by appropriate authority from time to time (Flat rates)
ii)	Male/female labour per head per half day (upto 5 hrs.)	
iii)	Male labour per head per night	
	Rate fixed under Part-II-25 (i) & (ii) a, b are fixed rate and no percentage of ASOR/ BSOR will be applicable.	
25.(i) (a)	Loading of crates	Rs. 0.55 per piece
(b)	Unloading and stacking crates.	Rs. 1.10 per piece
(ii) (a)	Loading of Tarpaulins/ gunny bales or Fumigation Covers.	Gunny Bales – Rs. 20.00 per bale, Tarpaulin- Rs. 0.39 per piece & Fumigation Cover Rs. 0.39 per piece.
(b)	Unloading and stacking of Tarpaulins or gunny bales or Fumigation Covers.	Gunny Bales – Rs. 24.00 per bale, Tarpaulin- Rs. 0.78 per piece & Fumigation Cover Rs. 0.78 per piece.
26.	For carrying the Foodgrains in the bags from anywhere in the godown premises, cutting open the mouth of the bags, pouring out the contents on floor / tarpaulin, making heap / palla, mixing or blending thoroughly to present desired quality, filling the grains in the bags to prescribed weighment, stitching the bags (with at least 16 stitches)and stacking;	

Sr.No.	Description of services	RATE PER HUNDRED BAGS
		For bags weighing upto 50 kg.
a)	Upto 10 high	Rs.90.00 (Rupees Ninety only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs.108.00 (Rupees One hundred Eight only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)	Rs.125.00 (Rupees one hundred Twenty Five only)
d)	Beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 143.00 (Rupees One hundred Forty Three only)
27.	For uploading paddy bags in the premises from any transport vehicles /truck/carts and carrying them by head load/ change of head load after cutting open the month of bags and feeding par-boiling tank /dryer/silos/pits of the mills.	Rs.72.00 (Rupees Seventy two only)
28.	For uploading paddy bags in the premises stacking the bags near the par-boiling tank/ dryer/silos/pits of the mills.	Rs.53.00 (Rupees Fifty three only)
29.	For removing the bags from the stack near the par-boiling tank dryer/silos/pits of the mills and after cutting open the mouth of bags feed par-boiling tank /dryer/silos.	Rs.53.00 (Rupees Fifty three only)
30.	For collecting and filling the food grain produced by MRM viz. Rice/Nakoo/Bran into empty gunnies upto prescribed weight, weighing stitching the bags (with at least 16 stitches) and	
i)	Stacking the bags in the attached godowns or outside the godown/dryer shed in a countable position;	
a)	Upto 10 high	Rs.90.00 (Rupees Ninety only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs.108.00 (Rupees One hundred Eight only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)	Rs.125.00 (Rupees one hundred Twenty Five only)
d)	Beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 143.00 (Rupees One hundred Forty Three only)
ii)	Stacking the bags in a godown other than the attached godown of the Rice Mill but with in the premises of the depot in which the MRM is situated ;	
a)	Upto 10 high	Rs.90.00 (Rupees Ninety only)
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs.108.00 (Rupees One hundred Eight only)
c)	Upto 20 high (for actual number of bags stacked over 16 high)	Rs.125.00 (Rupees one hundred Twenty Five only)
d)	Beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 143.00 (Rupees One hundred Forty Three only)
iii)	Loading / delivery of bags as directed	Rs.53.00 (Rupees Fifty three only)
31.	For removing husk/ashes of the husk from the mill premises to a described place away from the mill Dump/dispose the husk with permission of public Health Municipal Authority.	Rs.53.00 (Rupees Fifty three only)

NOTE No. 1 :

The rate of transport of foodgrains quoted in preceding schedules for items 2, 6, & 7 is subject to the following terms & conditions :-

1. The rate for transport of foodgrains etc. is on the basis of net weight of foodgrains which includes all taxes, duties, cess etc.

2. The separate remuneration will be payable for part of gunnies as the remuneration therefore shall be deemed to be included in the rates for transport of net weight of foodgrains.

3. The transport charges are payable for the distance covered by loaded lorries / any other vehicle and not for distances covered on return journey or from garage to place of loading / unloading or back to garage which would be deemed to be inclusive. **Payment on net weight basis envisaged in the note above applies to handling operations also.**

4. Transport charges shall be payable for 1 Kilometer when the distances covered by a loaded/lorry/ any other vehicle per trip is less than one kilometer, for distance over one kilometer per trip, the distance covered by a lorry/ any other vehicle shall in all cases be rounded off to the nearest 0.50 kms. (applicable to item - 7).

5. The distance will be reckoned as fixed by the Chief Engineer PWD or any officer nominated by him or by Regional Manager, CWC, or checked by a team nominated on his behalf rounded off to the nearest 0.50 Kms (applicable to item -7)

6. **No compensation shall be admissible to the contractor in respect of the detention of trucks / any other vehicle at godowns, railway goodshed / railway siding or any other loading / unloading point(s) or any other place(s) unless such detention be of extra ordinary kind and the decision of the Regional Manager, CWC on all such claims shall be final both as regards the admissibility and amount, if any, of the compensation.**

7. No compensation shall be admissible to the contractor on account of non-availability of work sufficient to engage the number of trucks / carts/ or any other vehicles / labour specified in any programme issued by the Warehouse Manager, CWC, or an officer acting on his behalf.

8. The weight of bags of foodgrains etc loaded /unloaded into from truck/ carts / or any other vehicles/ wagons at the Railway siding / Railway goodshed/ godown / other loading and unloading points (s), shall be worked out on the basis of cent per cent weightment, if the bags non-standardized, and on a check weighment of percentage of bags not exceeding 10 per cent, if the bags are standardized, before being loaded / unloaded. The representative of the contractor shall be present at the time of checking of weights at the loading/ unloading points etc.

9. The rates of item 6 of the schedule of the rates if applicable to the godowns situated at a considerable distance from the Railway siding in the same premises which have been indicated in the invitation to tender (under place of operation) titled General Information . This rate includes the remuneration for loading into and unloading from trucks and will be paid in addition to the rate fixed for service item No. 3 or 4 or 5, when the Warehouse Manager is satisfied that the trucks are actually engaged for carrying the bags from the railway siding . The decision of the Regional Manager, regarding the admissibility of the claim shall be final and binding on the contractors.

NOTE NO. 2.

No Charges other than those mentioned above shall be payable in respect of the services described in part-I and II of the schedule of the services or any other duties, services and operations which are auxiliary and /or incidental to the principal services.