

CENTRAL WAREHOUSING CORPORATION

(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE : LUCKNOW

GENERAL TERMS AND CONDITIONS OF STORAGE

TYPE OF GOODS ACCEPTED FOR STORAGE

1. In accordance with the provision of Warehousing Corporation Act'1962, the Central Warehousing Corporation runs warehouses for the storage of agricultural produce, seeds, manures, fertilizers, agricultural implements and notified commodities offered by individuals, cooperative societies and other institutions.
2. In pursuance of the above, following commodities are also accepted for storage:
 - i) Foodstuffs, including edible oil-seeds;
 - ii) Cattle fodder, including oil cakes and other concentrates;
 - iii) Raw Cotton, whether ginned or unginned and cotton seeds;
 - iv) Raw Jute; and
 - v) Vegetable oil
 - vi) "Notified Commodities" a list of which is given in Annexure-I

ACCEPTANCE OF GOODS

3. The goods are accepted at the Central Warehouses on 'first come first served' basis. However, the reservation of space is also made on written request from the depositors.
4. Procedure for receipt, storage handling and delivery of goods at the warehouses is prescribed in the respective State Warehousing Acts and rules and the instructions issued by the Corporation from time to time.
5. The goods are inspected and weighed, where necessary at the time of deposit to determine their quality and quantity. As and when goods are received in a warehouse, Warehouse Receipt is issued to the depositor. The general terms and conditions for storage of goods at the warehouse are printed on the back of Warehouse Receipt (Annexure-II).
6. The Warehouse Receipt is required to be presented/surrendered at the time of part/full delivery of goods. If the depositor so desires, non-negotiable Warehouse Receipt may be issued by the Central Warehousing Corporation for the goods deposited at the warehouse.

STORAGE CHARGES

7. The Corporation realize storage charges from the depositor of the goods for the service rendered. The storage charges are determined, from time to time, by the Corporation.
8. The rate of storage charges for the time being, in force shall be applicable to the deposits received. The revised rates shall be applicable from the date notified by the Corporation. In case the revised rates are not acceptable to any depositor, he can withdraw his goods or cancel reservation and lift his stocks within one month of the date from which revised rates come into force/notified to the depositor. In that case the pre-revised rates shall continue to be applicable during this grace period of one month.
9. Storage charges are required to be paid in cash at the time of delivery or on accrual basis. The storage charges realized on accrual basis shall be adjusted against the total amount due to the Corporation at the time of final delivery of goods.
10. Storage charges are payable on monthly and weekly basis. For any part of the week, storage charges for full week shall be paid. The storage charges, on monthly and weekly basis, in respect of stocks received and delivered during the first month itself, will be calculated as follows:

First week	→	44% of the monthly tariff, rounded off to one paise.
First two week	→	68% of the monthly tariff, rounded off to one paise.
First three weeks	→	88% of the monthly tariff, rounded off to one paise.
First four weeks and upto 30 days	→	As per monthly tariff
Weekly rate after first 30 days	→	25% of the monthly tariff, rounded off to one paise.
'Month' means a period of 30 days.	→	The minimum period for which storage charges are payable is one week (7 days).

INSURANCE

11. The Corporation undertakes to exercise reasonable care and diligence as is required of a bailee under the law for keeping the goods. The liability of the Corporation, if any arising under the law, will be limited to the value of the goods on the date of deposit or on the date of occurrence of the loss, whichever is less.
12. The stocks stored in the warehouses are normally insured / indemnified against risk of fire, floods, theft, house breaking and burglary.
13. In the event of any loss due to fire, flood or theft, the depositor will co-operate with the Corporation in furnishing full and true details for finalizing the claim for compensation by the Insurance Company.
14. The Corporation will in its discretion insure the goods stored in its warehouses against the risk of riots, strikes and civil commotion if, in its opinion, there is an imminent danger thereof. On doing so, it shall be entitled to recover from the depositors the charges in respect thereof in addition to the usual warehousing charges and insurance charges where realized on ad valorem basis

RESERVATION

15. In order to be certain of the availability of storage space the depositors can reserve the minimum storage space specified or more at the warehouses in terms of packages or area for a minimum period of one month in the first instance.
16. The reservation will be made in terms of complete months, for the number of packages as may be indicated by the depositor for storage in the warehouse. The reservation can also be made on area basis, the minimum area being 1000 Sq. Ft. (93 Sq. Mtrs.).
17. The reservation will ordinarily be made for a full compartment. In case the reservation is made on area basis, the load on the floor will not exceed 0.33 tonne to a square foot (0.093 Sq. Mtrs.). The stack-height of the commodity shall be determined by the Central Warehousing Corporation in accordance with the storage practices laid down for the commodity.
18. The extension of reservation will not be granted for less than one month. For purpose of reservation, period of one month will be determined with reference to the date of the reservation till the date preceding the date of reservation in the next month (for example 7th September to 6th October).
19. The depositor will be required to indicate the commodity to be stored while making reservation of space. In case subsequently the depositor wants to store a commodity other than that for which reservation was made, it can be done only with the approval of CWC.
20. The space required for the storage for a number of packages for which reservation is made by the depositor will be determined on the basis of usual formula of working out the storage capacity of the godowns taking into account the permissible stack height. The decision of the Corporation in this regard will be final and binding on the depositor.
21. The storage charges will be payable by the depositor for the space reserved at the prescribed rate irrespective of whether the space remains totally or partly unutilized during the period of reservation.
22. In case of storage charges exclusive of insurance, an advalorem surcharge at the rate fixed from time to time shall be recovered towards insurance / indemnification charges. The advalorem surcharge will be worked out on the maximum market value prevailing on any day during a month.

23. If the goods are received over and above the reserved capacity or are required to be stored outside the reserved space, the depositor will have to pay the storage charges for that quantity at normal rates on monthly and / or weekly basis as applicable to ordinary deposits.
24. Minimum period of reservation shall be one month for which storage charges shall be recoverable in advance.
25. In any case all the stocks will not be allowed to be lifted from the warehouse unless storage. Handling and Transport or any other charges payable, including arrears, if any, have been paid by the depositor. The Corporation has the first lien on the goods stored at the warehouse in respect of storage charges and other dues which may be recovered by sale of the goods deposited in the event of default on the part of the depositor.
26. For purposes of reservation, if the extension of reservation is made before the expiry of the initial or extended period of reservation, as the case may be, the total period of reservation will be computed from the first date of reservation. If however, extension is asked for after the expiry of initial or extended period or reservation, it will be treated as a fresh reservation.
27. If the reservation is not extended during the currency of the reservation, the quantity, if any, held in storage after the expiry of the reservation period, will be treated as an ordinary deposit and charged for on usual weekly and / or monthly basis at the rates for the time being in force.
28. Subject to payment of storage charges as provided in clause 24, the reservation in excess of one month can be curtailed or cancelled by giving one month's notice in writing provided that where the notice falls short of one month, storage charges for the period by which notice falls short of one month, shall also be recoverable from the depositor.

HANDLING AND TRANSPORT

29. Normally the depositors are required to make their own arrangements for handling of their stocks. The depositors will bear all the charges on handling of stocks till the same are stacked in warehouse.
30. A depositor may entrust the work of Handling and Transport of his goods to the Central Warehousing Corporation with prior arrangement at the warehouses where he has made the reservation of space. The Central Warehousing Corporation will provide such facilities to the depositors through H&T Contractors appointed by the Corporation in this behalf.
31. The H&T work includes handling of stocks at the rail head, transportation to the warehouses, unloading, weighment and proper stacking inside the godowns, re-bagging, salvaging, standardization as may be necessary and de-stacking and loading the same at the time of delivery.
32. The Corporation will claim from the depositors the following charges:
 - i) Actual payment made to the H&T Contractors for different operations, in addition to the cost of gunnies, jute-twine, packages etc. as may have to be purchased by the Corporation if not supplied by the depositor.
 - ii) Supervision charges on the bills of H&T Contractors and other incidental expenses incurred on behalf of the depositors at the rate of 15% (or the rate mutually agreed to between the depositor and the Corporation).
33. All the stocks should be sent to the Warehouses on 'freight paid' basis and Railway Receipts (RRs) should reach the Officer Incharge of the warehouse well before the receipt of stocks. The stocks dispatched on 'freight to pay' basis will not be accepted unless otherwise agreed to by prior arrangement in writing. Delay in receipt of RRs may result in payment of demurrage etc. which will entirely be at the risk and cost of the depositors.
34. However, if due to unforeseen circumstances, the Officer Incharge of the warehouse is called upon to pay either freight charges / under charges / indemnity bond charges / demurrage charges / any other dues etc. at the receiving end, the same would be reimbursed to the Central Warehousing Corporation with supervision charges, at the rates in force from time to time, immediately on receipt of demand notice.
35. In the case of regular bulk depositors where the H&T work is entrusted to the contractors appointed on the basis of tender enquiry in consultation with the depositors, the work will be done by the contractor on the basis of agreement entered into with them by the Central Warehousing Corporation. Rates and other terms and

conditions agreed to with the contractor shall remain in force for the period and centers agreed to. Once the contractor is so, appointed, the depositor shall have to reimburse the charges for different operations alongwith the supervision charges without having any right to question the rates or the terms of the contract H&T.

36. Though the Central Warehousing Corporation will ensure that only minimum required operations are carried out and depositors charged accordingly, the nature and extent of the operation will be in the absolute discretion of the Officer-in-charge of the warehouse and cannot be disputed by the depositors on any ground.
37. The bills raised by the Central Warehousing Corporation should be paid within the period prescribed by the CWC and will not be open to adjustment against claim, if any, made by the depositors. Such claims of the depositors will be pursued separately.
38. In case of any shortage etc, the Officer-in-charges of the warehouse shall try to obtain a 'Certificate' to this effect from the Railways and if so obtained, it will be sent to the depositor who shall pursue the claim, if necessary, with the Railways and it will not be the responsibility of the CWC to pursue such claim with the Railways. The Officer-Incharge of the warehouse shall, however, extend such co-operation to the depositors as may be necessary and possible for him to extend in this regard.
39. In case the Railway issue 'said to contain' RRs it will be at the risk of the depositor. In case the depositor insists on clear RRs the Corporation will have the option not to undertake the dispatch of goods; instead the depositor may be asked to make his own arrangements for the same / depute his representative to supervise loading.
40. The cost of gunny bags wherever replaced will be reimbursed on the basis of bills raised by the CWC supported by vouchers alongwith supervision charges. The CWC will follow the normal procedure in the purchase of gunnies and the depositor will neither question the same nor hold back the reimbursement.
41. The goods are weighed and inspected at the time of receipt. Weighment can be dispensed with on the advise of the depositors in case of stocks received in standardized bags in original and sound containers. Goods are then accepted on branded weight basis. The CWC will not be responsible for any loss / shortage when the consignment is received and accepted on the branded weight basis. All damaged, slack and non-standardised bags / package will, however, be weighed at the cost of the depositor.
42. In the case weighment of goods is done on the Lorry Weighbridge installed at the Warehouse, the weighment charges, the rate in vogue per lorry will be payable by the depositor to the Corporation.
43. In the event of failure of the appointed contractor or due to expiry of the existing H&T contract, the work will be got done either through another contractor or by engaging casual labour, as may be found expedient and economic by the CWC. The depositor will raise no objection on the grounds that prior notice of the same was not given to him on that he has not accepted the revised rate.

DISTRIBUTION AND SALE OF GOODS

44. The Corporation also undertakes at its discretion, the work of distribution and sale of goods on behalf of such depositors, for the parties for which it is authorized under law to do so, on mutually agreed terms and conditions. The commission charges, as circulated from time to time for this work are payable in addition to the storage charges, H&T charges and supervision charges thereon.

PAYMENT OF THE CORPORATION's DUES

45. The Corporation, as a bailee of goods, has first lien as the same to recover all its dues. The storage charges are normally payable at the time of taking delivery of the goods.
46. Payment of storage and other charges on bill basis may be agreed to by the Corporation in cases of incorporate bodies. The bills are then raised on the depositor who will be required to pay the same within ten days of the receipt thereof.
47. The bills raised by the Corporation required to be paid in full without any deduction. In case of any claim, the same will be raised by the depositor separately. In no case the difference can be adjusted against the CWC's claim.

48. In case the bills of CWC are not paid within ten days of receipt thereof, interest @ 12.5% shall be charged for the number of days payment is delayed (in cases, where the depositor fails to either lift his stocks when required do so, or makes payment of his dues). The Corporation can also recover its dues by exercising its lien over the goods by disposal thereof in such manner as it deems fit.

DELIVERY OF GOODS

49. The goods deposited in the warehouse will be delivered to the depositor, or his authorized representative or to the person, to whom the Release Order is issued. In cases other than the delivery to the depositor, the Warehouse Receipt must be endorsed in favour of such person by the depositor who will also deposit his specimen signatures duly certified by him at the warehouse.

50. The depositor will send the stocks in good condition in their own interest. The Officer Incharge of the warehouse will have right to reject such stocks which in his opinion are not storage worthy. The Officer Incharge of the warehouse has the right to get the stocks re-bagged / stitched where bags which are received in damaged torn conditions. The cost incurred on these operations will have to be reimbursed by the depositor alongwith supervision charges.

51. In case of stocks of good-stuffs etc., the depositor should send the stocks without any infestation. In case the Warehouse Incharge finds any infestation in the stocks, he may accept the goods after necessary chemical treatment / fumigation. In such case, the CWC will be paid charges at the rates for the time being in force for initial fumigation / treatment.

52. The depositor will cooperate with the Officer Incharge of the warehouse at all times and may visit the warehouse and may satisfy himself with the condition of the stocks. When advised to take delivery of the stocks due to longer storage likely to lead to deterioration in the quality of stocks, the depositor should immediately take delivery of the stocks, failing which the CWC will not be responsible for any damage to the stocks.

53. The depositors will take delivery of cut and torn / damaged empty gunnies, if any, available after rebagging / standardization or any other internal operation as the same cannot be stored inside the godown. The CWC will not be responsible for any loss of empties if these are stored outside the godowns.

54. In case the depositor requires statistical data in particular form in respect of his stocks, he will be required to supply printed forms for rendering necessary information. The Corporation will furnish monthly returns and / or for the day when receipts / issue actually take place. Daily / weekly / fortnightly returns will not normally be furnished.

55. Whenever the procedure prescribed by the local Government requires way-bills, the same will be supplied by the depositors after affixing their rubber stamps on the waybills so that the Warehouse Incharge may sign the same for the depositor. The sales tax registration number should also be indicated in the way-bill form.

56. For the matter not covered by the terms and conditions of storage "specified at the back of Warehouse Receipt", these instructions, which will form integral part of the contract of bailment, shall apply.

57. The terms and conditions contained herein are subject to change without notice.

58. Subject to law for the time being enforce, the Corporation may, at its discretion, relax any of these terms in an appropriate case.

