



जन जन के लिए भण्डारण
WAREHOUSING
FOR EVERYONE



केन्द्रीयवखारमहामंडळ
(भारतसरकारचाउपक्रम)
केन्द्रीयभण्डारणनिगम
(भारतसरकारकाउपक्रम)

CENTRAL WAREHOUSING CORPORATION
(A Govt. of India Undertaking)



**OPEN TENDER FOR APPOINTMENT OF CONTRACTOR ON
AD-HOC BASIS FOR HANDLING & TRANSPORTATION OF
ISO CONTAINERS AT CWC, CFS-DRONAGIRI NODE,
NAVI MUMBAI**

Part-I

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E-Tender Notice

Central Warehousing Corporation invites online e-tendering under two bids system from professionally competent and financially sound interested parties for appointment of contractor on Ad-Hoc Basis for **Handling & Transportation of ISO containers/cargo at CWC, CFS-Dronagiri Node, Navi Mumbai, Maharashtra** as detailed below:

Scope of work	Appointment of contractor on Ad-hoc basis for Handling & Transportation of ISO containers/cargo at CWC, CFS-Dronagiri Node, Navi Mumbai, Maharashtra	
Tender notice	Online (e-tendering) for above work. Tender document will be available on website: www.cwceprocure.com, www.cewacor.nic.in, www.tenderhome.com and www.cppp.gov.in	
Tender type	Open	
Schedule of E-Tender	Document downloading date and time	From 13.00 hrs on 04.10.2021 up to 17.00 hrs on 07.10.2021.
	Last date and time of bid submission	Up to 15:00 hrs on 08.10.2021
	Date and time of online technical bid opening	08.10.2021 at 16:00 hrs.
	Date and time of online price bid opening	Will be intimated later on.
Bid validity period	90 days and further extendable by thirty days from the date of opening of technical bid	
Period of contract	Three Months, further extendable by three months at the discretion of the Corporation	
Cost of tender	Rs.1000/- (plus applicable GST @ 18% to be paid through e-payment gateway of e-procurement system to Central Warehousing Corporation, Regional office, Mumbai on or before 15.00 Hrs of 08.10.2021. In case of e- payment proof scanned copy of payment containing UTR no. to be uploaded with the technical bid.	
Processing fee of tender document	Rs.885/- inclusive of applicable GST @ 18% payable to M/s ITI Ltd. through e-payment portal www.cwceprocure.com (before uploading the tender) before 15.00 Hrs. of 08.10.2021.	
EMD	In lieu of EMD, Bid Security Declaration as per ANNEXURE-XXI should be duly signed and submitted along with online Bid.	

Value of contract	Rs. 1,40,03,750/-
Security Deposit Amount	Rs. 7,01,000/-

ELIGIBILITY CRITERIA

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

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CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)
REGIONAL OFFICE, MUMBAI-400703.

CHAPTER I

INSTRUCTIONS TO THE TENDERERS

The Central Warehousing Corporation (CWC) manages and operates Inland Container Depots (ICDs), Container Freight Station (CFSs) at several places in the country. It invites tender from eligible parties for the work on ad hoc basis for Handling & Transportation of ISO Containers/Cargo at CWC, CFS-D'Node, Navi Mumbai, Maharashtra. Tenderer must read following instructions before filling the tender.

1. Tenderer shall submit his offer in electronic format on the website www.tenderwizard.com/cwc, on or before the schedule date and time as mentioned in the NIT/ Tender Document. No offer in physical form will be accepted and any such offer, if received, by Central Warehousing Corporation in the physical form will be rejected. **Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification his technical bid is liable to be rejected. Tenderers are requested to visit clause 4 of tender document for detailed instructions.**
2. Bidder must upload scanned copies of documents as given in eligibility criteria of tender document in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.
3. Bidders who wish to participate in the e-tendering will have to procure valid digital certificate of **authorized signatory** as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.
4. **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 following websites: www.cwceprocure.com, www.cewacor.nic.in, www.tenderhome.com and www.cppp.gov.in.
5. **Tenderer is required to submit ANNEXURE XV in lieu of tender document along with documents required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of**

acceptance and as part of contract in the event of award of contract to him.

6. 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.
7. Tender not accompanied with required Annexures duly signed by the authorized signatory along with scanned copies of supporting documents duly self-attested by the tenderer shall be liable to be rejected.
8. The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer i.e. Technical Bid and Price bid through e-tender process only.
9. 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.
10. No definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation. No claim shall lie against corporation on this count.
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. 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.
13. Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).
14. The Regional Manager, CWC, RO, MUMBAI may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenderers.
15. In case any of the uploaded documents are not legible Corporation reserves the right to call for legible hard copies of the same and/or originals for scrutiny/verification. In such case the bidder has to furnish the documents called for within the stipulated time either by post/courier or in person.
16. Technical bid will be opened at **16:00 hrs on 08.10.2021**. The same will be evaluated as per eligibility criteria laid down in the tender to determine the successful technically qualified tenderer.
17. The financial bids of technically qualified tenderers will be opened on a subsequent date & time which shall be notified to the qualified tenderer.
18. Tenderer should submit following documents by uploading the same along with the tender :

- (i) a) Organization Details: In case the bidder is a Proprietorship Firm, Affidavit as per **Annex-IV**; in case of the bidder is a Partnership Firm, copy of Partnership Deed; in case of a Company (whether Private or Public), copy of Certificate of Incorporation together with Memorandum and Articles of Association; and in any other case, certified copy of certificate of incorporation be submitted by the bidder.
- b) Power of Attorney in favour of signatory (ies) duly attested by Notary as per **Annex-V** be submitted.
- c) Copy of Affidavit duly attested by the Notary as per **Annex-XVII** be submitted certifying that the documents submitted along with the tender documents are under his knowledge and are authentic, genuine, copy of their originals and no part of them is false, forged or fabricated.
- d) Copy of Registration Certificate in case of a Cooperative Society or LLP and copy of authority letter / Power of Attorney as may be applicable, be uploaded.
- e) In case of consortium letter of commitment by each of the member entities of bidding consortium and also MOU executed between/among member entities be uploaded. Power of Attorney may also be uploaded.
- (ii) Copy of Work Experience certificate in the format as specified in Chapter-II (1) - Eligibility Criteria (II) (ii).
- (iii) Copy of audited Balance Sheet and Statement of Profit and 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 practicing Chartered Accountant be uploaded).
- (iv) Copy of GST registration certificate
- (v) Copy of PAN Card
- (vi) Proof of payment towards cost of tender
- (vii) Copy of Pre-Contract Integrity Pact duly signed as per the format attached with the tender. Annexure-XIX
- (viii) The tenderer is required to submit deployment plan of equipment/vehicles in Annexure-XII as per requirement prescribed in the tender at Clause-3 Chapter-III supported with the following documents:-
 - a). Proof of ownership i.e. Registration Certificate for owned equipment/vehicles.
 - b). Consent letter from the owner of the hired equipment in the format of Annexure-XIII supported with the documentary proof of its Regn. No., Make and year of manufacturing.
- (ix) In lieu of EMD, Bid Security Declaration as per Annexure-XXI should be duly signed and submitted along with online bid or certificate of registration for

tenderers registered under MSEs to be uploaded. **Detailed Terms for Micro and Small Enterprises are mentioned at Annexure-III.**

- (x) Statement of deviations and exceptions, if any.
- (xii) A write up on your organization.
- (xiii) Rates in the rate bid schedule.
- (xiv) A self-certificate that the bidder is not blacklisted by any Central/State Govt./PSUs or Local Govt. Deptt./ Autonomous Body as on the date of application and is not debarred from participation in the tender process .
- (xv) Undertaking from the bidder on letter head for downloading the tender document from CWC/tender wizard website.
- (xvi) Compliance to bid requirement as per **Annexure-XV** on bidder's letter head.
- (xvii) Bidder's general information submitted as per **Annexure-II**.
- (xviii) Positive net worth certificate as per **Annexure-X**.
- (xix) Self-declaration & undertaking as per **Annexure-XIV**.
- (xx) A latest **Police verification report** of the Proprietor(s) /Director(s)/ Partner (s) or Owners of the company including firm/company/ consortium / joint venture / sole proprietary firm/partnership firm confirming that no criminal cases are pending against them. Such certificate is to be submitted specifying that no criminal case is pending against the bidder with the technical bid as per the Jawaharlal Nehru Customs House's Public Notice no.122/2010. **(such certificate is to be provided after award of the contract immediately)**

Note:

1. Tenderer should upload all the required documents with the tender under valid digital signature.
2. Submission of false, dubious, forged or tampered documents by the Tenderer shall lead to the disqualification of the tender and action as deem fit by the Corporation shall be taken against such erring Tenderer.
3. In case, the documents as required above are not submitted along with a technical bid, the tender shall be summarily rejected.

Any clarification regarding online participation, the bidder can contact:-

M/s ITI. For local assistance, may call following help line numbers at ITI, Shri Mustaq Shaikh , Mob: 08879375522, email : cwceproc@gmail.com

**Regional Manager
Central Warehousing Corporation
Regional Office, Mumbai.**

**CHAPTER II
TENDER CONDITIONS**

1. ELIGIBILITY CRITERIA:

I. Composition of Tenderer:

- a) The tenderer may participate in the tender as Sole Proprietor/partnership firm / Cooperative Society /Karta of a Hindu Undivided Family (HUF)/ LLP / Company.
- (i.) Organization Details: In case the bidder is a Proprietorship Firm, Affidavit as per **Annex-IV**; in case of the bidder is a Partnership Firm, certified copy of Partnership Deed; in case of a Company (whether Private or Public), certified copy of Certificate of Incorporation together with Memorandum and Articles of Association; and in any other case, certified copy of certificate of incorporation be submitted by the bidder.
- (ii.) Power of Attorney in favour of signatory (ies) duly attested by Notary as per **Annex-V** be submitted.
- (iii.) Copy of Affidavit duly attested by the Notary as per **Annex-XVII** be submitted certifying that the documents submitted along with the tender documents are under his knowledge and are authentic, genuine, copy of their original and no part of them is false, forged or fabricated.
- (iv.) 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 copy of authorization letter / Board Resolution/ General Power of Attorney as applicable. The original copy of the 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 Co-operative Society or HUF or LLP or Company, as the case may be in all matters pertaining to the tender / contract.
- c) If the tender is submitted by a Consortium, the pre-qualification bid shall contain a copy of the Memorandum of Understanding (MOU) entered into between the Member Entities, as per the principles of MOU specified in **Annexure-VII** and the letter of commitment from Member Entities as per **Annexure-VI**.

In the absence of such a document, the proposal would be considered and evaluated as one from an individual member entity alone, submitting the proposal.

Any change in the composition of the consortium or the proposed role of member entities after submission of the proposal would be recognized and permitted by CWC only if such change is in the opinion and discretion of CWC not prejudicial to the strengths of the consortium as was evaluated earlier.

CWC reserves the right to reject any proposal pursuant to a change in the composition of the bidding consortium without giving any reasons whatsoever.

- d) If the tender application is submitted by a Joint Venture of two or more firms:
- i. It shall be signed by each member / party to the joint venture so as to be legally binding on all parties.
 - ii. One of the partners shall be nominated as the lead partner and his/her authorization shall be evidenced by submitting a power of attorney signed by all the partners.
 - iii. The experience of Handling & Transportation of ISO Containers/Cargo as mentioned in **Clause-1 (II) of Chapter-II** in case of joint venture shall be determined by adding together the experience of all partners of a joint venture. However, as a qualifying criterion, the lead partner must have at least 60% of minimum experience mentioned in the above para.
 - iv. The turnover in case of joint venture shall be determined by adding together the turnover of all the partners of the joint venture. However, as qualifying criteria, the lead partner must have at least 60% of the minimum turnover.
 - v. The equipment's & vehicles as mentioned in clause-3 of chapter-III can be provided by any or all partners of the joint venture.
 - vi. The tender documents shall also be accompanied by a legal document signed by all the parties to the Joint Venture/Consortium confirming therein a clear and definite manner of the prepared administrative arrangements for the management and execution of contract, the delineation of duties, responsibilities and scope of work to be undertaken by each such party and the authorized representative of the Joint Venture.
 - vii. The tender application shall accompany a copy of the joint venture agreement which shall inter-alia confirm that all partners shall be liable jointly and severally for the execution of the contract and the lead

partner shall be authorized to incur liabilities and receive instructions for and on behalf of any or all partners, and the entire execution of the contract including payments shall be done exclusively with the lead partner.

viii. The agreement for the Joint Venture between the partners shall be notarized/ registered as per Law for the time being in force.

If any person, debarred by CWC, is a partner in joint venture bidding for the tender, then the JV will be considered as disqualified.

II. Work Experience and Experience Certificate:

i. The tenderer should have experience of Handling / transportation/ Port related operations / CFS related operations (involving in Exim container/cargo operations) of minimum of **1000** TEUs ISO Containers during each year of the any three financial years out of the preceding five financial years. The tenderer should have direct experience i.e. he himself should have undertaken the work of Handling / transportation/ Port related operations / CFS related operations (involving Exim container operations) of ISO Containers/CARGO and not through any other contractor. **The experience submitted as sub-contractor shall not be accepted.**

ii. **Experience Certificate:** All the prospective bidders are expected to submit their experience certificate in the following format and the experience certificate should be on the letterhead of the issuing organization. **Refer Annexure-VIII.**

"This is to certify that M/s._____ have worked as our Handling / transportation / Port related operations / CFS related operations (involving in exim container/cargo operations) contractor for the work of(Appropriate name of operation to be written).....of ISO Containers and their performance were found satisfactory. The details of work done relating to ISO Containers by them during the previous _____years have been as under:-

Sl.No.	Year	Quantity of work done in TEU	Place of work	Value of work done (Rs.)

Date:

Signature
Name& Designation of signing authority
Seal of the Company / Organization

- III. **Turnover:** The tenderer should have achieved the average annual turnover of Rs. 1,69,00,000/- (**Rupees One Crore Sixty Nine Lakh only**) in the same name for which he is submitting the offer} during the three preceding financial years (2018-19,2019-20 & 2020-21). The average annual turnover of preceding three financial years should not be less than 30% 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 Statement of Profit & Loss for the preceding financial year have not been prepared/audited, the accounts for the year previous to 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 Turnover and Profit after Tax for proceeding three financial years.

The audited balance sheet and profit & loss accounts are must in case of Co-Operative Society & Ltd. / Pvt. Ltd., Companies. The Proprietary / Partnership Firms, whose turnover is more than Rs.60 lac during the year 2010-11 and 2011-12 and more than Rs 100 lac during the years 2012-13 onwards are required to produce audited balance sheet and profit & loss account. The proprietary/ partnership firms having turnover upto 60 lac during the years 2010-11 & 2011-12 and upto Rs 100 lacs during years 2012-13 onward may submit the income tax return and **statements of accounts duly certified by chartered Accountant(s) given to the income tax department for the three preceding financial years along with the technical bid for verification of turnover.**

- IV. **Net worth:** The tenderer should submit positive net worth certificate duly certified by a practicing Chartered Accountant as per **Annexure-X** based on the latest financial year for which accounts i.e. Profit & Loss Account and Balance Sheet have been enclosed with the tender.

V. Goods &Service Tax :

Tenderer must have valid GST registration certificate from the authority and copy of same to be enclosed with the tender.

VI. PAN Card

Tenderer must enclose copy of PAN Card with the tender.

VII. EMD, COST OF TENDER AND TENDER PROCESSING FEE.

Contractor must submit the following:

- a) In lieu of EMD, Bid Security Declaration as per Annexure-XXI should be duly signed and submitted along with online bid or certificate of registration tenderers registered under MSEs.
- b) **The tenderer participating under the category "MSEs registered with the prescribed agencies are exempted from payment cost of tender and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.03.2012 or any other notification issued thereafter as amended from time to time." (Annexure-III)**
- c) Cost of tender for Rs 1180/- including GST (18%) in the form of Accounts payee to be paid only through e-payment gateway of e-procurement system or certificate of registration tenderers registered under MSEs.
- d) Tender Processing Fee as reflected on the tender wizard website is to be paid mandatorily to the service provider M/s ITI by e-payment through the portal www.tenderwizard.com/CWC

Bid Security Declaration as per Annexure-XXI and Cost of Tender i.e. Receipt / Acknowledgement is compulsorily required to be enclosed / uploaded with the tender. The Tender Processing Fee is to be paid to M/s ITI by E-payment only. (Refer above c & d clause)

Note: Each tender must be accompanied by Bid Security Declaration as per Annexure-XXI. Tenders not accompanied by Bid Security Declaration shall be liable to be summarily rejected.

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

VIII. Pre-contract Integrity Pact:

Tenderer has to sign pre-contract integrity pact as per the enclosed pro-forma (Annexure-XIX) for contract and duly signed copy is to be submitted with the tender.

IX. Performance Bank Guarantee(PBG)

Tenderers not having stipulated experience can participate in H&T contract, where the total estimated value of contract for Handling & Transport is less than Rs. Two Crores. In such cases tenderers can submit Annexure- IX in lieu

of experience certificate. The tenderer will have to submit an additional performance Guarantee (besides security deposit) in the form of Bank guarantee of Rs.-----/- from any of the Scheduled commercial bank if selected.

The bank Guarantee shall remain in force and the contractor shall have to keep it alive till the time the bank Guarantee shall expire and upto completion of all the obligations by the contractor under the terms of the contract and on submission of a no demand certificate from the Corporation. The format of the Bank Guarantee to be provided in such cases is at Annexure-IX (to be provided if applicable).

Regional Manager shall have the right to forfeit performance bank guarantee in the event that the tenderer fails to perform any of the obligations under the contract to the satisfaction of the Regional Manager 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.

The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.

Tenderers not having stipulated experience can participate in H&T contract, where **the total estimated value of contract** for Handling & Transport is less than **Rs. two crores. In such cases tenderers can submit Annexure- IX in lieu of experience certificate.**

Note: The tenderer will have to submit an additional performance Guarantee (besides security deposit) in the form of Bank guarantee of -
-----/- from any of the Scheduled commercial bank if selected. The format of the Bank Guarantee to be provided in such cases is at **Annexure-IX.**

X. EQUIPMENT & VEHICLES OWNERSHIP

1. The number of equipment & vehicles required to be owned / hired and deployed for carrying out the work tendered for, are described in Clause-3 of Chapter-III under Scope of Work. A part of the equipment & vehicles, as specified in the same para, must be owned by the tenderer, in the name of the owner / firm (in case of proprietary firms), in the name of the partner/firm (in case of partnership firms) or in the name of company or any one or more directors of the company (in case of a company) at the time of bidding.
2. The bidder/HTC has an option of hiring /leasing of equipment that are required to be owned by them as mentioned above for an initial period

of 30 days. For the leasing/hiring the equipment the bidder will have to submit consent from the owner of the equipment as specified in Annexure-XIII.

3. Bidders who do not own the equipment & vehicles of required model (year of manufacture) as specified in the tender document at the time of bidding but are in ownership of required number of equipment & vehicles of lesser model (year of manufacture) to fulfill the minimum eligibility criteria can also participate in the bidding, provided they give an Undertaking to the effect that in case they are declared successful and the contract is awarded to them, they will bind themselves to purchase (have the ownership in their name) and deploy the equipment of required vintage (year of manufacture) within 30 days of issue of LOI to fulfill the minimum ownership criteria as laid down in the tender document.

Note : In case of 3 above, the model (year of manufacture) of equipment & vehicles in their ownership on the date of bidding should not be more than three years older than asked for in the tender document. (**Example:** In case equipment & vehicles of 2011 make are asked for in the tender document, the bidder must have ownership of at least 2008 or later make of required number of equipment. Equipment older than that will not be considered)

4. Owned equipment & vehicles, as per the minimum number specified, can be deployed within 30(thirty) days from the day of the issue of LOI. However, the tenderer should specify the interim arrangement clearly indicating the source along with a consent letter from the owners for the use of such equipment by the tenderer for the duration of 30 days in the requisite format at the time of submission of the tender(**Annexure-XIII**).
5. At the time of deployment, the actual equipment & vehicles deployed may differ from the details submitted at the time of bidding. An option of giving a fresh deployment plan would be available to the successful tenderer at the time of issue of LOI. However, the minimum eligibility criteria with respect to make, model etc. will have to be adhered to. The changed deployment plan should be duly approved by the RM, CWC, RO, Mumbai whose decision shall be final.
6. Rest of the equipment & vehicles could be on hired basis, for which, the tenderer should submit a consent letter from the owners for the use of such equipment by the tenderer during the entire duration of the contract.

7. The tenderer must submit detailed deployment plan in the requisite format (**Annexure-XII**) for the equipment asked for in the tender along with consent letter from owners of hired equipment.

2. VALIDITY OF OFFER:

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 bidder shall be debarred for participating in tender for next 5 (five) years.

3. SUBMISSION OF THE TENDER:

The tenderer shall submit its offer in electronic format on the website www.cwceprocure.com, on or before the scheduled date and time. Submission of tenders after the scheduled date and time will not be possible. **No offer in physical form will be accepted** and any such offer, if received by Central Warehousing Corporation will be out rightly rejected. Tenderers will have to submit the Tender Fee (cost of tender), Processing Fee and Bid Securing Declaration (Annexure XXI) **as prescribed in the tender document.**

Tenders not accompanied with all Annexures duly filled in and signed by the authorized signatory along with scanned copies of supporting documents (Self-attested) shall be liable to be rejected.

Each page of the proposal should be initialed by the authorized signatory of the Bidder and same be serially numbered. Where the bid documents have been uploaded using the digital signature of the person authorized to sign, the same shall be treated as duly signed.

4. SELECTION PROCESS:

The selection process would consist of the online submission of tender by the interested parties in response to the NIT/Tender. Evaluation of tenders will be done in three steps.

- Step 1:** Preliminary scrutiny of bids
- Step 2:** Evaluation of technical bid (based on the eligibility criteria).
- Step 3:** Evaluation of Price Bid (**Annexure-XXII**)

STEP 1: PRELIMINARY SCRUTINY OF BIDS

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

- (i) The bid is unsigned (where the bid documents have been uploaded using the digital signature of the person authorized to sign, the same shall be treated as duly signed);
- (ii) The bid is not legible; The bids of such tenderers who do not pay the cost of tenders and / or do not submit the Bid Securing Declaration (**Annexure--XXI**) shall not be taken cognizance of.
- (iii) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- (iv) The bidder has not quoted for all the items, as specified in Annex. -XXII
- (v) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty / guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.

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

STEP - 2: EVALUATION OF TECHNICAL QUALIFICATION OF TENDERERS.

In the first step, CWC will evaluate the information submitted by the tenderer(s) to select technically qualified tenderers for the subsequent step. Conditional tenders/offers shall be liable for rejection.

Evaluation of stage -I :-

- a) Corporation shall evaluate the Technical Bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the Technical Bid is generally in order as per the qualifying conditions of the tender.
- b) Corporation, if necessary, can ask the tenderer for any specific clarification relating to qualifying documents / condition or can seek missing document(s) within the specified time of 15 days. For this purpose the procedure stated below is to be followed and the specific clarification and missing document is required to be uploaded on the same portal as per the procedure therein.

The Missing document to be submitted should not be of a date later than the date of submission of original bid; however the pre-contract integrity pact as per Exhibit-14 and Affidavit of proprietary firm as per Exhibit-18 submitted as missing documents can be of a date after the date of submission of original bid.

The missing documents sought are allowed to be submitted only by uploading on the tender website through which same has been asked.

With respect to qualifying criteria, if any information/document is not submitted or partly submitted or wrong document is submitted or the document submitted does not explain fully the tender requirements, same can be sought by the Corporation from the tenderer.

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

Procedure to be followed for obtaining missing documents & specific clarification:-

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

STEP 3: EVALUATION OF PRICE BID AND CRITERIA FOR SELECTION OF LOWEST TENDERER:

Price Bid(s) in respect of the tenderers declared as technically qualified in **Step-2**, will be opened and evaluated. The tender will be awarded to the L-1 tenderer.

The estimated annual volume of containers/cargo to be handled and transported at CFS - D'NODE is given in Annexure-XVIII.

For evaluation of price bids, the rates quoted by the tenderer in price bid (**Annexure -XXIII**) for SOR for handling and transportation of containers/cargo will be multiplied by the volume of the work carried out for such items at CFS - D'NODE as given in Annexure-XVIII and the value so obtained will be taken into consideration for arriving the **L-I tenderer**.

For items of operation, given in SOR against which no transaction took place or volume is less than 10 (refer Annexure-XVIII), a notional quantity of 10 Nos. will be taken into consideration for the purpose of evaluation against these items. The following formula will be adopted for arriving at the total sum required for considering lowest tenderer.

i) Volume as described in **Annexure-XVIII** (putting the notional value of 10 against the items where there are nil transaction or less than 10) x rate quoted by the tenderer against each item =A

The bidder quoted the lowest total value as determined under for **A** above will be L-1 tenderer.

5. QUOTING OF RATES

The tenderer must quote rates in the Schedule of rates i.e. Price Bid (**Annexure-XXIII**) carefully and for all categories of work unless and until it has been specifically stated in the tender document that the bidder can quote rates for a part of the activities, both in words and figures. In case the bidder has not quoted rates, written **NIL** or dash or zero or left blank for a particular activity in the SOR, it will be treated that the bidder is agreeing to carry-out that activity free of cost and the same has been considered and the costing has been taken care of in other items of SOR and his bid will be evaluated accordingly. In all such cases the successful bidder will have to abide by the decision of CWC and carryout that particular activity at **ZERO** rates.

In case of any difference in rates quoted in words and figures, the rate quoted in words will be taken into account. Further, in case the tenderer does not indicate a rate both in words and figures and only indicates in any one (either words or figures), then that rate will be taken into account and his bid will be evaluated accordingly. No clarification on the same will be sought and CWC reserves the right of interpretation of the same to its advantage.

6. ACCEPTANCE OF TENDER

1. The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Competent Authority, Central Warehousing Corporation who does not bind himself to accept the lowest or any other tender.
2. Acceptance of tendered rates will be communicated by FAX/E-mail/ Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by FAX/E-mail, Express Letter or Formal letter of acceptance of tender will be forwarded to the successful bidder as soon as possible, but the acceptance of lowest bid by the Competent Authority will be deemed to conclude the contract and noncompliance of any terms of agreement, including signing of the agreement, will amount to breach of contract with all attendant legal consequences.
3. The tender documents submitted by a tenderer shall become the property of CWC and CWC shall have no obligation to return the same to the tenderers.
 - a. On acceptance of the tender, the name of authorized representative(s) of the tenderer who would be responsible for taking instructions from CWC shall be communicated to CWC within three working days.
 - b. CWC shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender both in the case of technical bids/pre-qualifying bid and price bids. CWC is also not bound to give the reasons for such disqualification.
 - c. CWC also reserves the right to:
 - (i) Award the work partially, if deemed fit by the Competent Authority, in the financial / business interest of CWC.
 - (ii) Overlook any bidder who is in the same line of business and competing with CWC.
 - (iii) Bypass any bidder debarred by any Government / Semi Government body or PSU.
 - (iv) Seek clarifications from the bidders regarding any information and documents submitted, along with pre-qualification/technical bid. Failure to submit the same may render the bid liable for rejection. However, the clarifications sought should not change the basic bid submitted by the bidder.
 - (v) Accept or reject any or all of the pre-qualification / price bids in part or full.
 - (vi) If the tenderer deliberately gives wrong information or suppressed /conceals some facts in his/their tender or creates/ create circumstances for the acceptance of his/ their tender fraudulently, the CWC reserve the right to reject such tender at any stage and the action may be taken by the Corporation as deemed fit. Tenderer is liable to face the penalty of

banning of business dealings with him by CWC. Any loss suffered by CWC on this account will be recovered from the contractor. This will be done without prejudice to CWC's right to seek any other remedy under law.

- vii) The Corporation reserves the right to call all the tenderers or any of them for seeking clarification if required by the Regional Manager, CWC, RO, Mumbai at their expenses. However, the L1 tenderer only can be called for negotiations of rates, if required, at their expenses.
- d. The contract would be awarded subject to the approval of the jurisdictional Commissioner of Customs.

7. EXECUTION OF CONTRACT DOCUMENT

The successful tenderer whose tender is accepted shall be required to appear at the office of the Regional Manager, Central Warehousing Corporation, Regional Office, Mumbai, Sector 20, Near APMC Fruit Market, Navi Mumbai-400703 in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear to sign the agreement and execute the contract documents within (15) fifteen days of the date of issue of communication (LOI) from CWC's office and start the work within (30) thirty days of issue of LOI or by the date communicated by the RM, whichever is later. Failure to do so may constitute a breach of contract concluded by the acceptance of the tender, leading to disqualify them from future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years, besides any other action, including risk and cost working, that CWC might take as per the Terms and Conditions including General Conditions stipulated in this document. The RM may extend the time for execution of Agreement (**Annexure-XX**) or starting the work by 30 days each, on the request of the Contactor, or in the interest of CWC, if there are sufficient reasons for doing so.

8. SECURITY DEPOSIT

- 8.1 The successful tenderer shall furnish, within a week of acceptance of his/their tender, security deposit as prescribed in the invitation to tender. In the event of tenderer's failure after the acceptance of his tender to furnish requisite security deposit by the due date and not taking over the work, the Corporation may suspend/ban the trade relation with them or debar to participate in all future tender enquiries with CWC based on merit of each case for next five (5) years without prejudice to any rights and remedies of the Corporation under the contract and law. The decision of the Regional Manager/Tender awarding Authority, CWC, RO/CO (Address of the RO/CO) in this matter shall be final and binding to the tenderer.
- The contractor at his/their option, may deposit 50% of the prescribed security at the time of acceptance of the contract while the balance 50% may

be paid by the contractor by deductions at the rate of 5% from the admitted bills of the contractor.

The contractor shall, however, have the option, at any time, during the contract period and at the sole discretion of the Regional Manager, CWC, RO Mumbai to withdraw the security deposit available by furnishing a Bank Guarantee for the total amount of the security deposit in lieu thereof.

The bank guarantee shall be valid not only for the entire period of contract with claim period of 6 months but also for a minimum period of one year after the completion of the contract, so as to satisfy the claims of the Corporation against the contractor, if any, for the contract which bank guarantee relates and in the form at **Annexure-IX** issued by any branch of the scheduled/ nationalized bank at Mumbai.

- 8.2 The security Deposit will be refunded to the contractor on due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract and submission of **"No Demand Certificates"** both by the Manager-CFS - D'NODE and the contractor subject to such deductions from the security deposit as may be necessary for making up the Corporation's claim against the contractor. **It is made very clear that no interest is payable on the amount of security deposit lying with Central Warehousing Corporation in any form under the contract.**

In the event of the Security being found insufficient or if the security has been wholly forfeited, as the case may be the balance of the total sum recovered 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 whenever the security deposit falls short of the specific 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 specific amount.

The decision of the Regional Manager, Central Warehousing Corporation, Regional Office, Mumbai as to the amount determined for deduction from the Security Deposit will be final and binding on the contractor.

Should a bidder, whose tender has been accepted, decline or fail to remit the security deposit and/or execute the agreement to take up the contract within fifteen days of the acceptance of the tender or within the extended time permitted by RM, whichever is later, then he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years without prejudice to any other rights or remedies in this regard for breach of contract.

- 8.3 In case the contract is extended for further period, as provided in clause 10 of the chapter-II, the validity of the Security Deposit instrument will be accordingly extended by the Contractor by an equivalent duration of time.
- 8.4 CWC shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CWC shall be entitled to recover any loss or damage that CWC may suffer or sustain by reason of the failure of the contractor to observe the terms and conditions of this contract or to pay any amount that may become due to CWC under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to CWC, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CWC shall deduct the same from the monthly bills or any amount due to the contractor.
- 8.5 The security deposit referred to above shall be forfeited by CWC in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to CWC's other rights and remedies available under law.
- 8.6 The security deposit will be proportionately increased in case of upward rate revision. However, the increase in security deposit will be effected only if the increase in rate is 5% or above.

9. REFUND OF SECURITY DEPOSIT

- 9.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the contractor within (12) twelve calendar months after termination or discharge of the contract and on issuance of "No Dues Certificate" by the concerned Manager-CFS.
- 9.2 In the event of any dispute arising between CWC and Handling contractor or between CWC and any third party or in respect of any money due to CWC in reference to this contract or other contracts entered into by the Handling contractor singly or jointly with others and CWC, who shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as CWC may in its sole discretion deem fit until the dispute is settled and determined. The Handling & Transportation contractor shall have no claim for compensation or otherwise for any such detention made by CWC. No interests will however, be payable on security deposit amount so refunded.

10. PERIOD OF CONTRACT:

- i. The contract shall remain in force for a period of **Three Months** from the date of joining of awarded work and may be extended for further period of three months and/or another installation of three months after successful completion of six months on same rates, terms and conditions at the sole discretion of the Regional Manager/Contract Awarding Authority.
- ii. no request for any change in rates will be entertained during the currency of the contract except as provided in rate revision clause.
- iii. To terminate the contract at any time during its currency without assigning any reason 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.
- iv. The date of start of physical work by the contractor shall be treated as the date of commencement of contract.

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

10A) SERVICE DURING POST CONTRACT PERIOD

It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period or till alternate arrangements are made.

11. VOLUME OF WORK:

- i) No definite volume of work to be performed can be guaranteed during currency of contract.
Subject as hereinafter mentioned the Corporation does 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 at 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 and the concerned warehouse should necessarily or exclusively be entrusted to them. The Corporation shall also have the exclusive right to appoint one or more contractor at any time at the time of award of the contract and / during the tenure of contract for any or all the services mentioned hereunder and to divide the work in between such contractor in any manner that the Corporation may decide and no claim shall lie against the Corporation by reasons of such division of work.
- ii) The volume of the traffic is likely to fluctuate (increase or decrease) and the tenderer should note that no claim for compensation arising directly or

indirectly out of such fluctuation in the volume of traffic to be handled during the currency of the contract shall be entertained.

- iii) No assurance is also given about any item of work at any time during the currency of contract.
- iv) It be clearly understood that no guarantee is given that all items of work as shown in the schedule of operation shall be required to be performed by the contractor.
- v) The mere mention of any item of work in the contract does not by itself confirm right on the contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them. The corporation will have the exclusive right to appoint one or more contractor or allow the clients to get their work done on their own for any or all the services mentioned hereunder or to divide the work in between such contractors in any manner that the Corporation decides and no claim shall be lodged against the Corporation by reason of such deviation of work. The decision of the Regional Manager in this regard shall be final and binding on the contractor and shall not be questioned into any court of law.
- vi) The description of services as given in the terms and conditions are only guidelines. The nature of work will be subject to variation/adjustment depending upon the actual requirement. Any variation, addition and/or omission in the terms of work to be actually carried out shall not form the basis of any dispute regarding the rate quoted by the tenderer in the tender and shall not give rise to any claim of compensation of any increase or decrease in the extent of the quantity offered.
- vii) The Contract, which may eventuate from this tender, shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the tenderers and as given in the annexure and appendices forming part of this tender and these documents will be sole repository of the terms and conditions of the contract.
- viii) **PARALLEL CONTRACTORS:**
 - a) The Corporation will also have the exclusive right to appoint one or more contractors or allow CFS user(s) to make their own arrangement for any or all the services mentioned hereunder/ any new facility warranted by him/them and to divide the work as between such contractors in any manner that the Corporation may decide initially or at any time during the currency of contract and no claim shall lie against the Corporation by reason of such division of work.
 - b) No assurance is also given about any item of work at any time during the currency of the contract.

- c) It should clearly be understood that no guarantee is given that all the items of work as shown in the schedule of operations will be required to be performed by the contractor.

ix.) Allowing Movement of Containers by the Importer/Exporter on Franchise Basis:-

The Corporation reserves the right to allow movement of containers by the importer /exporter on franchise basis on their own. The decision of the Regional Manager shall be final and binding on the Contractor. In such case, the contractor will not be entitled for claiming any charges to the extent H&T services have not been availed from the contractor.

12. SIGNING OF TENDER

- (i) Person or persons signing the tender shall state in what capacity he/she or they is/are signing the tender e.g. as a sole proprietor of a firm or as a Secretary/Manager/Director etc., of a body corporate or the lead member of the Consortium / Joint Venture, as legally authorized signatory. In the case of partnership firm, 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, including the Arbitration Clause. The original or a self-signed (by the bidder) copy of the partnership deed shall be furnished along with the tender. If a consortium / Joint venture is participating then, the tender submitted by the consortium / joint venture should contain letters signed by each of member party stating that the entire proposal has been examined and each key element of the tender and / or proposal is agreed to. In case of a limited company (a) the name of the Directors shall be mentioned and (b) it shall be certified that the person signing the tender is empowered to do so on behalf of the company. A copy of Memorandum and Articles of Association of the Company shall be attached to the tender. In the case of Hindu Undivided Family, the names of the family members should be disclosed and the Karta, who can bind the family, should sign the form and indicate his status below his signature.
- (ii) The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm/company/ Consortium / Joint venture sole proprietary firm/partnership firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person or the firm(s) as the case may be, in all matters pertaining to the contract including the Arbitration Clause. If the person so signing the tender fails to produce the said power of attorney, his tender shall be liable to be summarily rejected 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 all member party in the case of Consortium / Joint venture, by the proprietor in the case of proprietary concern and by the person who by his signature can bind the company in the case of a limited company or a Co-Operative Society. In the case of Hindu Undivided Family the 'power of attorney' should be signed by the Karta who, by his signature, can bind the Hindu undivided family.

13. 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 will also make his tender liable for rejection.

The Central Warehousing Corporation reserves the right to ignore the tenderer who is in the same line of business i.e. competing with the Corporation as CFS operator.

CHAPTER III
SCOPE OF WORK

1. The scope of work indicated in the paras below is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern and volume of work.

The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to the Tender Accepting Authority of Central Warehousing Corporation, whose decision in the matter shall be final and acceptable to the tenderer /contractor.

Scope of the work under this contract is for handling of containers i.e. lift off/lift on for the empty/loaded containers and the transportation only. The work of cargo handling i.e. carting/delivery/stuffing/destuffing and customs examination will be done by the contractor separately appointed for this purpose.

2. BRIEF DESCRIPTION OF THE WORK

Container Freight Station, D'Node, Navi Mumbai, hereinafter referred to as CFS, D'Node is managed and operated by Central Warehousing Corporation. The Handling & Transportation Contractor for ISO containers to be appointed for the CFS, D'Node under this contract shall be primarily responsible for the Handling & Transportation of ISO Containers at CFS D'Node as per the details given below. It is, however, clarified that the scope of work indicated here is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern and volume of traffic as well as the exigencies of operations.

1.1 EXPORT CYCLE

- E-1) CARTING OF CARGO, EXAMINATION, STUFFING AND MOVEMENT OF LOADED CONTAINER FROM CFS-D'NODE TO JN PORT (NORMAL CONTAINER).**

The contractor shall arrange to receive export cargo in break bulk condition, being brought by the parties in trucks/vehicles and unload the same by appropriate handling equipment/mean and stack in the export unit (including Open Yard), wherever necessary, of the, and inventories after prescribed formalities/procedure. This job will have to be completed within two hours after the gate entry, failing which liquidated damages of Rs.200/- only per vehicle per hour shall be imposed, after free time of two hours.

The contractor shall provide labour and appropriate equipment for taking the required number of packages from racks/storage point of the export cargo unit/open yard and bring it for Customs examination at the designated point. This includes opening of packages, re-packing and sealing the same and/or weighment, wherever necessary, as per requirement of the Customs, stacking the cargo in the export warehouse(s)/unit/Open Yard before and after Customs clearance. He shall arrange/shall be responsible for consolidation and stuffing of the nominated cargo in to the nominated container by use of suitable mechanical equipment or by other means, without in any way, damaging the container or its contents. The stuffing will have to be completed within one hour of receipt of the job order failing which liquidated damages of Rs.50/- only per TEU per hour would be leviable, beyond the free time of one hour.

The work would include stuffing of the cargo into the nominated empty container following the required procedure, locking and sealing the same by Customs and shipping lines/agents under the supervision of CWC officials as per procedure laid down. He shall provide the suitable road vehicles and transport the loaded containers (under Customs escort wherever necessary) to JNPCT/NSICT/GTICT/ NSIGT/BMCT and hand over the same to JNPCT/NSICT/GTICT/ NSIGT/BMCT authorities and obtain the "EQUIPMENT INTERCHANGE REPORT" (EIR). The Export Loaded containers shall be moved to the JNPCT/NSICT/GTICT/NSIGT/BMCT, after completing all formalities, before port cut-off time including extended cut-off time specified for a particular vessel irrespective of any detention, what so ever, in off-loading/loading delays or traffic congestion or within 12 hours of the date and time of issue of job order/movement order whichever is earlier. The contractor is expected to employ the services of a Master Mariner with adequate experience in container operations for undertaking inspection, stuffing and handling of cargo/containers etc. at the JNPCT/NSICT/GTICT/NSIGT/BMCT.

E-2) CARTING OF CARGO, EXAMINATION, STUFFING AND MOVEMENT OF LOADED CONTAINER FROM CFS-D'NODE TO JN PORT (REEFER CONTAINER).

The contractor shall arrange to receive export cargo in break bulk condition, being brought by the parties in trucks/vehicles and unload the same by appropriate handling equipment/means and stack in the export unit (including Open Yard), wherever necessary, of the, and inventories after prescribed formalities/procedure. This job will have to be completed within two hours after the gate entry, failing which liquidated damages of Rs.200/- only per vehicle per hour shall be imposed, after free time of two hours.

The contractor shall provide labour and appropriate equipment for taking the required number of packages from racks/storage point of the export cargo unit/open yard and bring it for Customs examination at the designated point. This includes opening of packages, re-packing and sealing the same and/or weighment, wherever necessary, as per requirement of the Customs, stacking the cargo in the export warehouse(s)/unit/Open Yard before and after Customs clearance. He shall

arrange/shall be responsible for consolidation and stuffing of the nominated cargo in to the nominated container by use of suitable mechanical equipment or by other means, without in any way, damaging the container or its contents. The stuffing will have to be completed within one hour of receipt of the job order failing which liquidated damages of Rs.50/- only per TEU per hour would be leviable, beyond the free time of one hour.

The work would include stuffing of the cargo into the nominated empty container following the required procedure, locking and sealing the same by Customs and shipping lines/agents under the supervision of CWC officials as per procedure laid down. He shall provide the suitable road vehicles with gen-set provided reefer carriage truck /trailers and maintaining and monitoring the temperature of the live reefer container and transport the loaded containers (under Customs escort wherever necessary) to JNPCT/NSICT/GTICT/NSIGT/BMCT and hand over the same to JNPCT/NSICT/GTICT/NSIGT/BMCT authorities and obtain the "EQUIPMENT INTERCHANGE REPORT" (EIR). The Export Loaded containers shall be moved to the JNPCT/NSICT/GTICT/NSIGT/BMCT, after completing all formalities, before port cut-off time including extended cut-off time specified for a particular vessel irrespective of any detention, what so ever, in off-loading/loading delays or traffic congestion or within 12 hours of the date and time of issue of job order/movement order whichever is earlier. The contractor is expected to employ the services of a Master Mariner with adequate experience in container operations for undertaking inspection, stuffing and handling of cargo/containers etc. at the JNPCT/NSICT/GTICT/NSIGT/BMCT.

E-3) CARTING OF CARGO, EXAMINATION, STUFFING AND MOVEMENT OF LOADED CONTAINER FROM CFS-D'NODE TO JN PORT (ODC CONTAINER).

The contractor shall arrange to receive export cargo(ODC cargo) in break bulk condition, being brought by the parties in trucks/vehicles and unload the same by appropriate handling equipment/mean and stack in the export unit (including Open Yard), wherever necessary, of the, and inventories after prescribed formalities/procedure. This job will have to be completed within two hours after the gate entry, failing which liquidated damages of Rs.200/- only per vehicle per hour shall be imposed, after free time of two hours.

The contractor shall provide labour and appropriate equipment for taking the required number of packages from racks/storage point of the export cargo unit/open yard and bring it for Customs examination at the designated point. This includes opening of packages, re-packing and sealing the same and/or weighment, wherever necessary, as per requirement of the Customs, stacking the cargo in the export warehouse(s)/unit/Open Yard before and after Customs clearance. He shall arrange/shall be responsible for consolidation and stuffing of the nominated cargo in to the nominated container by use of suitable mechanical equipment or by other means, without in any way, damaging the container or its contents. The stuffing will have to be

completed within one hour of receipt of the job order failing which liquidated damages of Rs.50/- only per TEU per hour would be leviable, beyond the free time of one hour.

The work would include stuffing of the cargo into the nominated empty container (flat rack or as the case may be) following the required procedure, locking and sealing the same by Customs and shipping lines/agents under the supervision of CWC officials as per procedure laid down. He shall provide the suitable road vehicles including low bed trailers and transport the loaded containers (under Customs escort wherever necessary) to deliver the same at port under hook as the case may be and hand over the same to JNPCT/NSICT/GTICT/NSIGT/BMCT authorities and obtain the "EQUIPMENT INTERCHANGE REPORT" (EIR). The Export Loaded containers shall be moved to the JNPCT/NSICT/GTICT/NSIGT/BMCT, after completing all formalities, before port cut-off time including extended cut-off time specified for a particular vessel irrespective of any detention, what so ever, in off-loading/loading delays or traffic congestion or within 12 hours of the date and time of issue of job order/movement order whichever is earlier. The contractor is expected to employ the services of a Master Mariner with adequate experience in container operations for undertaking inspection, stuffing and handling of cargo/containers etc. at the JNPCT/NSICT/GTICT/NSIGT/BMCT.

E-4) DESTUFFING OF CARGO FROM LOADED CONTAINER:-

De-stuffing of loaded containers into Export warehouse/open yard & it's inventorization in the presence of Customs authority, shipping line/shipping agent/CHA/Exporters/any other agency and under the supervision of CWC officials in a manner which does not damages the container/cargo & shall perform this operation to the satisfaction of CWC CFS-D'Node officials.

E-5) REWORKING OF LOADED CONTAINER

The contractor shall arrange de-stuffing of the loaded container in the yard, wherever necessary for facilitating Customs examination in the presence and under supervision of Customs officials, shipping lines / agents and CWC officials and stuffing the cargo back in to the same container or any other containers after Customs examination.

The container shall be de-stuffed/re-stuffed in a manner, which does not cause damage to the container or its cargo and this operation shall be performed to the satisfaction of the authorities. The contractor shall ensure deliveries/de-stuffing of all the containers for which the issue slips are given for a particular day failing which the liquidated damages of Rs.200/- per TEU per day including the amount equivalent to consequential damages shall be imposed by the Regional Manager, CWC, Navi Mumbai.

E-6) MOVEMENT OF EXPORT LOADED/BUFFER CONTAINER FROM LCY OF CFS-D'NODE TO PORT.

The contractor shall provide suitable type of road vehicle in good working condition for transportation of loaded container at CFS-D'Node and shall move from LCY to designated area at JNPCT/NSICT/GTICT/NSIGT/BMCT (Port terminal) after due inspection of Seal/Lock and condition of the container and completion of all other formalities (under custom escort wherever/whenever required) and hand over the same container to Port authority within 12 hours of issue of job order/movement order or before port cut off time including extended cutoff time, (specified for a particular vessel irrespective of any detention, whatsoever, in off-loading/loading delays or traffic congestion) whichever is earlier in a manner which does not damage the container/cargo & shall perform this operation to the satisfaction of CWC, CFS-D'NODE officials. The HTC shall arrange to deliver the receipt/EIR and other documents to CWC, CFS-D'NODE officials.

E-7) MOVEMENT OF EXPORT HUB CONTAINER FROM PORT TO CFS-D'NODE & DE-STUFFING.

The contractor shall provide suitable road vehicles including low bed trailers if required at Container Yard, JNPCT/NSICT/GTICT/NSIGT/BMCT for taking over export HUB loaded containers from JNPCT/NSICT/GTICT/NSIGT/BMCT operators, on their vehicles, after due inspection of the condition of the container, the locks & seals and on completion of the required formalities, transporting the same to the, CFS-D'Node [within 24 hours of issue of job order irrespective of any detention due to offloading /loading delays or traffic congestion en route (under custom escort wherever/whenever required)] and de-stuffing the container under the supervision of CWC/Customs/Shipping agents' representatives as per the procedure laid down for export HUB container; inventorisation of the cargo and stacking the same in the designated area or export warehouse/open yard for export HUB cargo (preferably by means of mechanical equipment).

E-8) MOVEMENT OF EXPORT HUB CONTAINER & DE-STUFFING WITH EMPTY RE-POSITIONING.

The contractor shall provide suitable road vehicles including low bed trailers if required at Container Yard, JNPCT/NSICT/GTICT/NSIGT/BMCT for taking over export HUB loaded containers from JNPCT/NSICT/GTICT/NSIGT/BMCT operators on their vehicles, after due inspection of the condition of the container, the locks & seals and on completion of the required formalities, transporting the same to the, CFS-D'Node [within 24 hours of issue of job order irrespective of any detention due to offloading /loading delays or traffic congestion en route (under custom escort wherever/whenever required)] and de-stuffing the container under the supervision of CWC/Customs/Shipping agents' representatives as per the procedure laid down for

export HUB container; inventorisation of the cargo and stacking the same in the designated area or export warehouse/open yard for export HUB cargo (preferably by means of mechanical equipment). The empty container after de-stuffing may be shifted/transported to any other empty container yard / any other CFS within 10 KM radius from CFS-D'Node.

E-9) MOVEMENT OF EXPORT SHUT-OUT LOADED CONTAINER FROM PORT TO LCY-CFS-D'NODE:

The contractor, if required , shall Transport shut-out containers from the respective Port Terminals to CFS-Dronagiri Node for valid reasons with documentary proof, with locks and seals intact condition (under Customs escort wherever/whenever required) to the nominated place in CFS-D'node.

(NOTE:-Before moving the export loaded container, the H&TC is expected to acquaint himself with the vessel particulars for the respective container and the vessel gate cut off and also keep him updated regarding any pre-ponement /postponement of gate cut off. In case of shut out resulting in return of container from Port gate, the H&TC shall not be entitled to get any re- movement charges on return of containers to CFS-D'NODE except in the rare case when the pre-ponement takes place after the container had already been moved out from CFS-D'NODE. In such an instance, the H&TC will be paid charges for return movement of containers from Port to CFS-D'NODE. Such instances are expected to be rare and will be dealt with on case to case basis on submission of documentary evidences acceptable to CWC, CFS-D'NODE.)

E-10) RE-MOVEMENT OF EXPORT SHUT-OUT LOADED CONTAINER FROM LCY CFS-D'NODE TO PORT.

The contractor shall provide suitable type of road vehicle in good working condition for transportation of loaded container at CFS-D'Node and shall move from LCY to designated area at JNPCT/NSICT/GTICT/NSIGT/BMCT (Port terminal) after due inspection of Seal/Lock and condition of the container and completion of all other formalities (under custom escort wherever/whenever required) and hand over the same container to Port authority within 12 hours of issue of job order/movement order or before port cut off time including extended cutoff time, (specified for a particular vessel irrespective of any detention, whatsoever, in off-loading/loading delays or traffic congestion) whichever is earlier in a manner which does not damage the container/cargo & shall perform this operation to the satisfaction of CWC, CFS-D'NODE officials. The HTC shall arrange to deliver the receipt/EIR and other documents to CWC, CFS-D'NODE officials.

(Note: the payment against this operation will made to HTC i.r.t those containers where workslip for cycle E10 is issued)

2.2 IMPORT

I-1) MOVEMENT OF LOADED CONTAINER (LCL) FROM JN PORT TO CFS-D'NODE, DESTUFFING WITH REPOSITIONING OF EMPTY CONTAINERS (NORMAL CONTAINER):

The contractor shall provide suitable types of road vehicles in good working condition for transportation of container at JNPCT/NSICT/GTICT/NSIGT/BMCT container yard as and when required, and take over loaded containers placed on such road vehicles by JNPCT/NSICT/GTICT/NSIGT/BMCT operators, after due inspection of all locks/seals and the condition of the container and on completion of all other formalities including preparation of EIR (Equipment Interchange Report) (Where a container has been found damaged or with seals/ locks tampered or whose contents appear to have been damaged /pilfered shall be taken over from the JNPCT/NSICT/GTICT/NSIGT/BMCT operators only after following the procedure laid down).

On intimation about the arrival of containers at JNPCT/NSICT/GTICT/NSIGT/BMCT yard after issue of a Job Order, the contractor shall make available the required number of vehicles and shall arrange taking over of the containers from the JNPCT/NSICT/GTICT/NSIGT/BMCT and transport the same to CFS-D'Node, Navi Mumbai. The demurrage / wharfage if any that may occur on account of the failure of the contractor to provide the vehicles and taking over the containers will be his liability. The contractor shall provide transport facilities to Customs Officials, wherever, it becomes necessary to move the container under Customs escort, no extra remuneration is payable to the contractor.

The Import containers earmarked by Customs for scanning at Mobile scanner shall be presented before the M-scanners. The EIR of container marked "M" shall be presented before the mobile scanner at port or to any other scanner within port that may be installed by the Customs in future within port. The containers after scanning shall be brought to CFS-D'Node at the designated place as per the instructions of Manager, CFS-D'Node.

On reaching the CFS, the contractor shall hand over the container to the authorities duly satisfying the condition of the seals and locks of the container as shown in the Equipment Interchange Report. The contractor shall arrange for immediate de-stuffing of the container or whenever required, as the need be, in the presence of Customs, shipping lines/agents and under the supervision of CFS officials after following the prescribed procedure at the designated point. The container shall be de-stuffed within two clear working shifts excluding the shift of arrival failing which the penalty as deemed fit (minimum penal charges shall be equivalent to one week grid charges as per the tariff of CFS for 5 grids per TEU) shall be imposed. The container shall be de-stuffed in a manner, which does not cause damage to the container or its cargo and this operation shall be performed to the satisfaction of the CFS authorities. The cargo de-stuffed at the Import Warehouse/Open Yard shall be inventoried/segregated and neatly arranged consignment-wise to tally with Ocean Bills Of Lading, Import General Manifest and other relevant documents. The empty containers after de-stuffing shall be

shifted/transported to CFS-D'Node/any other empty container yard/any other CFS within 10 KM radius from CWC, CFS-D'Node. The transportation of empty containers will be completed within 24 Hours of the date and time of issue of Job Order.

I-2) MOVEMENT OF LOADED CONTAINER (LCL) FROM JN PORT TO CFS-D'NODE WITH REPOSITIONING OF EMPTY CONTAINERS (NORMAL CONTAINER WITH R-SCANNING):

The contractor shall provide suitable types of road vehicles in good working condition for transportation of container at JNPCT/NSICT/GTICT/NSIGT/BMCT container yard as and when required, and take over loaded containers placed on such road vehicles by JNPCT/NSICT/GTICT/NSIGT/BMCT operators, after due inspection of all locks/seals and the condition of the container and on completion of all other formalities including preparation of EIR (Equipment Interchange Report) (Where a container has been found damaged or with seals/ locks tampered or whose contents appear to have been damaged /pilfered shall be taken over from the JNPCT/NSICT/GTICT/NSIGT/BMCT operators only after following the procedure laid down).

On intimation about the arrival of containers at JNPCT/NSICT/GTICT/NSIGT/BMCT yard after issue of a Job Order, the contractor shall make available the required number of vehicles and shall arrange taking over of the containers from the JNPCT/NSICT/GTICT/NSIGT/BMCT and transport the same to CFS-D'Node, Navi Mumbai. The demurrage / wharfage if any that may occur on account of the failure of the contractor to provide the vehicles and taking over the containers will be his liability. The contractor shall provide transport facilities to Customs Officials, wherever, it becomes necessary to move the container under Customs escort, no extra remuneration is payable to the contractor.

The Import containers earmarked by Customs for scanning shall be presented before the scanners. The EIR of container marked "R" shall be presented before Customs scanner or to any other scanner that may be installed by the Customs in future within the jurisdiction of Jawahar Customs, within a radius of 10 KM of CFS-D'Node. The containers after scanning shall be brought to CFS-D'Node at the designated place as per the instructions of Manager, CFS-D'Node.

On reaching the CFS, the contractor shall hand over the container to the authorities duly satisfying the condition of the seals and locks of the container as shown in the Equipment Interchange Report. The contractor shall arrange for immediate de-stuffing of the container or whenever required, as the need be, in the presence of Customs, shipping lines/agents and under the supervision of CFS officials after following the prescribed procedure at the designated point. The container shall be de-stuffed within two clear working shifts excluding the shift of arrival failing which the penalty as deemed fit (minimum penal charges shall be equivalent to one week grid charges as per the tariff of CFS for 5 grids per TEU) shall be imposed. The container shall be de-stuffed in a manner, which does not cause damage to the container or its cargo and this operation shall be performed to the satisfaction of the CFS authorities. The cargo de-stuffed at the Import Warehouse/Open Yard shall be inventoried/segreated and neatly

arranged consignment-wise to tally with Ocean Bills Of Lading, Import General Manifest and other relevant documents.. The empty containers after de-stuffing shall be shifted/transported to any other empty container yard/any other CFS within 10 KM radius from CWC, CFS-D'Node. The transportation of empty containers will be completed within 24 Hours of the date and time of issue of Job Order.

I-3) MOVEMENT OF LOADED CONTAINER (FCL) FROM JN PORT TO CFS-D'NODE (NORMAL CONTAINER)-

This will involve picking up of Import loaded container providing suitable road vehicles at container yard, JNPCT/NSICT/GTICT/NSIGT/BMCT and taking over loaded containers placed by JNPCT/NSICT/GTICT/NSIGT/BMCT operators on the vehicles provided by the contractor, after due inspection of the condition of the container, lock & seals and on completion of the required formalities, (Where a container has been found damaged or with seals/locks tampered or whose contents appear to have been damaged/pilfered shall be taken over from the JNPCT/NSICT/GTICT/NSIGT/BMCT operators only after following the procedure laid down) transporting the same to the CFS-D'Node within free period of port irrespective of any detention due to offloading /loading delays or traffic congestion enroute, (any demurrage/wharfage that may occur on account of the failure of the contractor to provide the vehicles and taking over the containers within free period will be his liability) under custom escort wherever/whenever required, getting the containers scanned at Mobile Scanners located inside the port whenever required and deliver the same with seals intact and with relevant documents & EIR(Equipment Interchange Report) at designated place at CFS-Dronagiri Node in a manner which does not damage the container/cargo & shall perform this operation to the satisfaction of CWC officials. The contractor shall provide transport facilities to the customs officials, wherever it becomes necessary to move the container under Customs escort. For providing transport facilities for the Customs escort, no extra remuneration is payable to the contractor.

I-4) MOVEMENT OF LOADED CONTAINER FROM JN PORT TO CFS-D'NODE (NORMAL CONTAINER WITH R-SCANNING)-

This will involve picking up of Import loaded container providing suitable road vehicles at container yard, JNPCT/NSICT/GTICT/NSIGT/BMCT and taking over loaded containers placed by JNPCT/NSICT/GTICT/NSIGT/BMCT operators on the vehicles provided by the contractor, after due inspection of the condition of the container, the lock & seals and on completion of the required formalities, (Where a container has been found damaged or with seals/locks tampered or whose contents appear to have been damaged/pilfered shall be taken over from the JNPCT/NSICT/GTICT/NSIGT/BMCT operators only after following the procedure laid down) transporting the same to the CFS-D'Node within free period of port irrespective of any detention due to offloading /loading delays or traffic congestion enroute, (any demurrage/wharfage that may occur on account of the failure of the contractor to provide the vehicles and taking over the containers within

free period will be his liability) under custom escort wherever/whenever required, after getting the containers scanned at Customs fixed R-Scanners(relocatable scanner) or located at any JN port area or outside the JN port as directed by CWC officials and deliver the same with seals intact and with relevant documents & EIR(Equipment Interchange Report) to CFS-Dronagiri Node at designated place, in a manner which does not damage the container/cargo & shall perform this operation to the satisfaction of CWC officials. The contractor shall provide transport facilities to the customs officials, wherever it becomes necessary to move the container under Customs escort. For providing transport facilities for the Customs escort, no extra remuneration is payable to the contractor.

I-5) MOVEMENT OF LOADED CONTAINER FROM JN PORT TO CFS-D'NODE (REEFER CONTAINER)-

This will involve picking up of Import loaded container providing suitable road vehicles at container yard, JNPCT/NSICT/GTICT/NSIGT/BMCT and taking over loaded containers placed by JNPCT/NSICT/GTICT/NSIGT/BMCT operators on the vehicles provided by the contractor, after due inspection of the condition of the container the lock & seals and on completion of the required formalities, (Where a container has been found damaged or with seals/locks tampered or whose contents appear to have been damaged/pilfered shall be taken over from the JNPCT/NSICT/GTICT/NSIGT/BMCT operators only after following the procedure laid down) transporting with gen-set provided reefer carriage truck /trailers and maintaining and monitoring the temperature of the live reefer container to the CFS-D'Node within free period of port irrespective of any detention due to offloading /loading delays or traffic congestion enroute under custom escort wherever/whenever required, (any demurrage/wharfage that may occur on account of the failure of the contractor to provide the vehicles and taking over the containers within free period will be his liability) getting the containers scanned at Mobile Scanners located inside the port whenever required and deliver the same with seals intact and with relevant documents & EIR(Equipment Interchange Report) to CFS-Dronagiri Node at designated place, in a manner which does not damage the container/cargo & shall perform this operation to the satisfaction of CWC officials. The contractor shall provide transport facilities to the customs officials, wherever it becomes necessary to move the container under Customs escort. For providing transport facilities for the Customs escort, no extra remuneration is payable to the contractor.

I-6) MOVEMENT OF LOADED CONTAINER FROM JN PORT TO CFS-D'NODE (REEFER CONTAINER WITH R-SCANNING):-

This will involve picking up of Import loaded container providing suitable road vehicles at container yard, JNPCT/NSICT/GTICT/NSIGT/BMCT and taking over loaded containers placed by JNPCT/NSICT/GTICT/NSIGT/BMCT operators on the vehicles provided by the contractor, after due inspection of the condition of the container, the lock & seals and on completion of the required formalities, (Where a container has been found damaged or

with seals/locks tampered or whose contents appear to have been damaged/pilfered shall be taken over from the JNPCT/NSICT/GTICT/NSIGT/BMCT operators only after following the procedure laid down) transporting with gen-set provided reefer carriage truck /trailers and maintaining and monitoring the temperature of the live reefer container to the CFS-D-Node (within free period of port irrespective of any detention due to offloading /loading delays or traffic congestion enroute under custom escort wherever/whenever required, (any demurrage/wharfage that may occur on account of the failure of the contractor to provide the vehicles and taking over the containers within free period will be his liability) getting the containers scanned at fixed Scanners(Relocatable scanner) or located at area outside the JN port as directed by CWC officials, and deliver the same with seals intact and with relevant documents & EIR(Equipment Interchange Report) to CFS-Dronagiri Node at designated place, in a manner which does not damage the container/cargo & shall perform this operation to the satisfaction of CWC officials. The contractor shall provide transport facilities to the customs officials, wherever it becomes necessary to move the container under Customs escort. For providing transport facilities for the Customs escort, no extra remuneration is payable to the contractor.

I-7) MOVEMENT OF LOADED CONTAINER FROM JN PORT TO CFS-D'NODE (ODC CONTAINER)

This will involve picking up of Import ODC loaded container providing suitable road vehicles, low bed trailers if required at container yard, JNPCT/NSICT/GTICT/NSIGT/BMCT and taking over ODC loaded containers placed by JNPCT/NSICT/GTICT/NSIGT/BMCT operators on the vehicles provided by the contractor, after due inspection of the condition of the container, the lock & seals and on completion of the required formalities, (Where a container has been found damaged or with seals/locks tampered or whose contents appear to have been damaged/pilfered shall be taken over from the JNPCT/NSICT/GTICT/NSIGT/BMCT operators only after following the procedure laid down) transporting the same to the CFS-D-Node (within free period of port irrespective of any detention due to offloading /loading delays or traffic congestion enroute (any demurrage/wharfage that may occur on account of the failure of the contractor to provide the vehicles and taking over the containers within free period will be his liability) under custom escort wherever/whenever required and deliver the same with seals intact and with relevant documents & EIR (Equipment Interchange Report) to CFS-Dronagiri Node at designated place, in a manner which does not damage the container/cargo & shall perform this operation to the satisfaction of CWC officials. The contractor shall provide transport facilities to the customs officials, wherever it becomes necessary to move the container under Customs escort. For providing transport facilities for the Customs escort, no extra remuneration is payable to the contractor.

I-8) EXAMINATION OF IMPORT LOADED CONTAINER:-

The contractor shall arrange de-stuffing of the loaded container in the yard for facilitating Customs examination in the presence and under supervision of Customs officials, shipping lines / agents and CWC officials and stuffing the cargo back in to the same container or any other containers after Customs examination. This shall include opening of packages for Customs examination, re-packing using suitable strap (to be supplied by the contractor on free of cost) and sealing the same and/or weighment or cargo/container, wherever necessary, as per the requirement of the Customs

The container shall be de-stuffed in a manner, which does not cause damage to the container or its cargo and this operation shall be performed to the satisfaction of the authorities. The contractor shall ensure deliveries/de-stuffing of all the containers for which the issue slips are given for a particular day failing which the liquidated damages of Rs. 200/- per TEU per day including the amount equivalent to consequential damages shall be imposed by the Regional Manager, CWC, RO, Mumbai.

I-9) EXAMINATION OF IMPORT LOADED CONTAINER & DELIVERY ON SAME DAY:-

The contractor shall arrange de-stuffing of the loaded containers stacked in the import yard for facilitating Customs examination in the presence and under supervision of Customs officials, shipping lines / agents and CWC officials and loading the cargo on to road vehicles by means of mechanical handling equipment/manually and inventorisation in presence of the Customs authorities, shipping lines/shipping agents/CHAs/Importers/any other agency under the supervision of CWC officials. This shall include opening of packages for Customs examination, re-packing using suitable strap (to be supplied by the contractor on free of cost) and sealing the same and/or weighment of cargo/containers, wherever necessary, as per the requirement of the Customs

The container shall be de-stuffed in a manner, which does not cause damage to the container or its cargo and this operation shall be performed to the satisfaction of the authorities. The contractor shall ensure deliveries/de-stuffing of all the containers for which the issue slips are given for a particular day failing which the liquidated damages of Rs. 200/- per TEU per day including the amount equivalent to consequential damages shall be imposed by the Regional Manager, CWC, RO, Mumbai.

I-10) IMPORT LOADED CONTAINER DESTUFFING & DELIVERY WITH EMPTY RE-POSITIONING:-

The contractor shall arrange de-stuffing of the loaded containers stacked in the open yard and loading of cargo in it, on to the road vehicles of the importer/CHA/SA provided at the CFS. The container shall be de-stuffed & loading of cargo on to party vehicle shall be done in a manner, which does not cause damage to the container or its

cargo and this operation shall be performed to the satisfaction of the Container Freight Station authorities. The contractor shall ensure deliveries/de-stuffing of all the containers for which the issue slips are given for a particular day failing which the liquidated damages of Rs.200/- per TEU per day including the amount equivalent to consequential damages may be imposed by the Regional Manager, CWC, RO, Mumbai if the delay is attributable to the contractor. The contractor shall also ensure that all the equipment deployed by him remain in good working condition during working shifts of the CFS, so that the transaction schedule for particular day are not hampered. The decision of the Regional Manager, CWC, RO, Mumbai shall be final and binding on the contractor in this regard. The empty containers after de-stuffing shall be shifted/transported to CFS-D'Node/any other empty container yard/any other CFS within 10 KM radius from CFS.

The transportation of empty containers shall be completed within 24 Hours of the date and time of issue of Job Order, failing which the Regional Manager, CWC, RO, Mumbai shall have the right to impose the liquidated damages on the contractor on TEU basis at the highest slab of the ground rent as per the tariff applicable to trade for empty container besides imposing the liquidated damages of Rs.200/- per TEU per day on the contractor including the consequential damages, if the delay is attributed to the contractor. The decision of the Regional Manager, CWC, RO, Mumbai shall be final and binding on the contractor in this regard.

I-11 LCL/ITP CARGO DELIVERY

The contractor shall provide labour and appropriate equipment, for bringing the packages from storage point or from any location in the open yard to the designated point for Custom examination. This shall include opening of packages, repackaging and sealing the same and / or weighment, wherever necessary as per requirement of the customs with preparation of tally sheet through marine surveyor. The contractor shall also provide labour, material and equipment for custom examination of the heavy and over dimensional packages at the storage point itself and repacking etc. The entire consignment against the out of charge Bill of Entry after custom examination shall be loaded at the warehouse on the road vehicle provided by the customer/Importer/CHA/SA. If during the retrieval of the packages for custom examination, the goods in the stack of the godown or yard are disturbed, it shall be obligatory/responsibility of the contractor to have all the packages so disturbed, placed neatly in the original position for which no extra remuneration shall be payable.

2.3 GENERAL

G-1: MOVEMENT OF EMPTY CONTAINERS BETWEEN CWC, CFS-D'NODE AND JN PORT:

This will involve transporting of empty container from CWC, CFS-D'NODE and transporting the container on trailer to JN Port as directed by CWC, CFS-D'NODE officials, and deliver the same and obtain the receipt of successfully doing so /

EIR(Equipment Interchange Report) for the same on behalf of CWC, CFS-D'NODE. The HTC shall arrange to deliver the receipt/EIR and other documents to CWC, CFS-D'NODE officials. The movement may take place vice versa also by following laid down procedure.

G-2: MOVEMENT OF EMPTY CONTAINERS BETWEEN CFS-D'NODE & VARIOUS CFSs/CYs:

This will involve transporting of the empty containers from CFS-D'NODE area and transporting the container on trailer to container yards/CFSs located in JN Port areas/Panvel Area (excluding JN Port) as directed by CWC, CFS-D'NODE officials, and deliver the same and obtain the receipt of successfully doing so / EIR (Equipment Interchange Report) for the same on behalf of CWC, CFS-D'NODE. The HTC shall arrange to deliver the receipt and other documents to CWC, CFS-D'NODE officials. The movement may take place vice versa also by following laid down procedure.

G-3: MOVEMENT OF LOADED CONTAINER BETWEEN JN-Port & VARIOUS CFS/CYs :

This will involve movement of the loaded containers from the JN-Port including CYs of JN Port located inside JN Port and transporting the container on suitable trailer to various container yards/CFSs located in JN Port area/Panvel area (excluding CWC, CFS-D'NODE) as directed by CWC, CFS-D'NODE officials, and deliver the same and obtain the receipt of successfully doing so / EIR(Equipment Interchange Report) for the same on behalf of CWC, CFS-D'NODE in a manner which does not damages the container/cargo & shall perform this operation to the satisfaction of CWC officials. The H&TC shall arrange to deliver the receipt/EIR and other documents to CWC, CFS-D'NODE officials. The movement may take place vice versa also.

G-4: MOVEMENT OF LOADED CONTAINER BETWEEN VARIOUS CFS/CYs & CFS-D'NODE:

This will involve movement of the loaded containers from the various CYs/CFSs located in JN Port area / Panvel area and transporting the container on suitable trailer to CWC, CFS-D'NODE as directed by CWC, CFS-D'NODE officials and deliver the same and obtain the receipt of successfully doing so / EIR(Equipment Interchange Report) for the same on behalf of CWC, CFS-D'NODE in a manner which does not damages the container/cargo & shall perform this operation to the satisfaction of CWC officials. The H&TC shall arrange to deliver the receipt/EIR and other documents to CWC, CFS-D'NODE officials. The movement may take place vice versa also.

G-5: WASHING /CLEANING OF EMPTY CONTAINERS.

Whenever required, HTC shall undertake cleaning/washing of empty containers with appropriate materials to be provided by the HTC to the satisfaction of the Manager CWC, CFS-D'Node or any authorized officer on his behalf in a manner which does not

damage the container/cargo & shall perform this operation to the satisfaction of CWC officials.

G-6 SHIFTING OF CARGO FROM ONE PLACE TO OTHER PLACE WITHIN CFS COMPLEX

The Contractor shall arrange for shifting/movement of cargo from one place to another place as per need within the complex by providing appropriate handling equipment manual or mechanical without damaging cargo. The Regional Manager, CWC, Navi Mumbai shall have the right to impose liquidated damages for non-complying the work order and for the damages caused by the contractor while handling and his decision will be final and binding on the contractor.

G-7 DELIVERY OF BACK TO TOWN CARGO

The Contractor shall arrange for loading the part or whole consignment in the truck/vehicle provided by CHA/Exporter in case of shutout cargo/Back to town cargo by means of suitable mechanical equipment or by any other appropriate means. This job will be completed within 2 hours after receiving the job order, failing which liquidated damages of Rs.100/- only per vehicle per hour shall be imposed, after a free time of two hours by Manager-CFS.

G-8 RETREIVAL & LIFT-ON OF CONTAINERS ONTO ROAD VEHICLE.

The contractor, whenever necessary and under instruction of Manager CWC, CFS-D'Node shall arrange for retrieval & lift on of loaded container to the road vehicles of the parties at the complex with suitable mechanical handling equipment, without causing any damage to the container (including the cargo inside the container) in a manner which does not damage the container/cargo & shall perform this operation to the satisfaction of CWC officials.

G-9 SHIFTING OF EMPTY/LOADED CONTAINERS WITHIN THE COMPLEX.

The contractor shall arrange for shifting of loaded/empty containers from one location to any other location within the complex (whenever required) by suitable means and stacking the same up to 3 high by use of appropriate handling equipment in a manner which does not damage the container/cargo & shall perform this operation to the satisfaction of CWC officials.

Note:-Payable only for actual number of containers which are required to be lift on /off irrespective of number of shifting involve (unproductive moves) not payable for lift on/off for housekeeping which has to be done regularly as per the order of Manager CFS-D'Node.

G-10 LIFT ON/OFF CONTAINERS INTO/FROM ROAD VEHICLE TO LCY/ECY.

The contractor, whenever necessary and under instruction of Manager CWC, CFS-D'Node shall arrange for lift off/lift on of loaded /empty container from/to the road vehicles of the parties at the complex with suitable mechanical handling equipment, without causing any damage to the container (including the cargo inside the container) and stacking of the containers up to 3 high in a manner which does not damage the container/cargo & shall perform this operation to the satisfaction of CWC officials.

G-11 DELIVERY OF CARGO/PALLETISATION.

The contractor shall provide labour and suitable handling equipments for de-stacking the cargo from storage point and loading into the road vehicles after Custom Examination provided by the Importers/Exporters.

The contractor is required to provide the adequate number of labours and mechanical equipments wherever required for palletisation of export cargo without damaging the cargo. The material required for palletisation is to be supplied by user/exporter/CHA at their cost.

Note: The contractor shall be paid cycle rates only (i.e. after competition of each cycle of operations) for undertaking the operations as described at 2.1 and 2.2 above under Chapter-III, Scope of the work.

2.4 Supply of Casual Labour:

The Contractor shall supply casual labour as may be indented by the Manager, CWC, CFS-D'Node, Navi Mumbai or any officer acting on his behalf. The supply of casual labour shall be arranged at a notice of 8 hours as and when warranted. The labour will have to be paid as per the provision of Minimum Wages Act.

2.5 OPERATIONS TO BE PERFORMED BY THE HTC WITH REACH STACKERS & EMPTY HANDLERS

- i) The HTC as and when required shall retrieve the container from empty container yard of CFS-Dnode and place the same at the export warehouse/unit/open yard.
- ii) The HTC as and when required shall lift on the container onto the truck trailers.
- iii) The HTC as and when required shall lift off the container from the truck trailers.
- iv) The HTC as and when required shall retrieve the container from loaded container yard of CFS-Dnode and place the same at the export/import warehouse/unit/open yard.
- v) The HTC as and when required shall lift off the container from the truck trailers & placing the same at LCY of CFS-D'node at three high.
- vi) The contractor shall arrange for shifting of loaded/empty containers from one location to any other location within the complex (whenever required) and stacking the same up to 3 high.
- vii) The contractor shall shift empty container to the cleaning/washing/repair yard & shift them back to ECY and stack them up to 3 high, whenever required.
- viii) Any other operation as per requirement of the CWC officials at CFS-D' Node.

- ix) All the above operations are to be carried out in a manner which does not damage the container/cargo & shall perform this operation to the satisfaction of CWC officials.

2.5 INCIDENTAL WORKS:

In the course of carrying-out the work indicated in this chapter and/or other chapters of this tender document the HTC shall be required to perform all or any of the following general duties for which no additional/separate payment will be made. The HTC has to take into account this expenditure and incorporate the same in the rates he is quoting for the main cycles and monthly hiring charges for reach stacker & empty handlers:

- a) Shifting/transportation of containers at the CFS in the manner required by CWC, / Customs Officials, whenever a joint check is warranted due to defective, damage, weighment of containers, customs examination purpose or stack management etc.
- b) Moving/shifting of containers within the CFS, as deemed necessary by CWC officials, for the convenience of handling traffic within CFS.
- c) Pre-Transportation Survey of the containers prior to acceptance/dispatch for satisfying oneself of the suitability/condition of containers for carriage.
- d) Transporting of Containers in the manner required by CWC/Customs/Security for yard management or for joint check warranted due to damages.
- e) Spillage of oils, dusts, spares, mud, stones, etc. from the trailers should be removed by the contractor.
- f) Keeping the contractors own equipments neatly and safely.
- g) Keeping CFS operational area and stack yards neat and clean.
- h) The incidental shifting and shuffling of containers
- i) Moving loaded / empty containers within CFS for convenience of handling traffic.
- j) Any exit/entry formalities at Gateway ports and container delivery points. This will also include updation of pre-gate data / formalities, co-ordination at all terminals in the ports, JNPCT/NSICT/GTICT/NSIGT/BMCT etc.
- k) Carrying documents with containers and handing/taking over such documents under acknowledgement from concerned officials.
- l) Monitoring container movement, Maintaining records, Reports, real time reports, etc. and conveying and sharing the real time reports with CWC in soft copy/e-mails, hard copy as per the requirement of the Manager CFS. Providing reports of the any work carried out under this contract in the specified format from time to time as required by CWC. No computer/ printer shall be provided by CWC, for the same. The bidder shall have to arrange for the hardware.
- m) The HTC shall obtain all the endorsements of gate Preventive Officer/Customs Officer and/or EIR(equipment Interchange Report), copy of acknowledgement of Gate IN and unloading of the export container in the port premises and hand over a nominated copy of shipping bill to CWC within the time decided by the In-charge of CWC, CFS-D'NODE. There shall be no dispute/argument on the same. The same shall be in line with the requirement of the trade.
- n) Handling of cargo in the manner required by CWC/Customs Official whenever a joint check is warranted due to defective seals, etc. or due to stack / warehouse management or for the convenience of handling traffic within the CFS.
- o) Taking periodic inventory of cargo in the CFS, maintaining records and submitting reports as required by CWC officials.
- p) Survey of cargo, measurement of cargo, related documentation work & keeping record of inventory / location of cargo through marine surveyor.

- q) Sealing/Riveting the containers and Cleaning of containers prior to stuffing.
- r) Proper stacking of packing and other sundry material in designated area.
- s) Opening/closing of container doors to facilitate stuffing/de-stuffing and opening & closing of warehouse shutters to facilitate carting & removal of cargo.
- t) Lifting loaded containers by crane for purpose of closing the doors/sealing of containers.
- u) Ensuring safety of cargo while unloading / loading / stuffing / de-stuffing / shifting and providing the necessary inputs for this purpose such as lashing, tarpaulin, etc., keeping in view the nature of cargo.
- v) Keeping CFS operational area and stack yards neat and clean. Removal of oils, dust, mud, spares, stones, etc from CHC's equipment / vehicles.
- w) The incidental shifting and shuffling of cargo.
- x) Providing reports of any work carried out under the contract in the specified format from time to time as required by CWC.
- y) Shifting of cargo within the ware house for operational requirement.
- z) Any ancillary works related to above movements, handling and transportation activities, as directed by CWC, CFS-D'NODE officials.

NOTES:

- a) The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions. The doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to the Tender Accepting Authority of CWC, whose decision in the matter shall be final and acceptable to the tenderer /contractor. Following are the various points which are to be considered by the tenderer while bidding/quoting rates:
- b) JNPT means all the five terminals in JNPT, i.e., JNPCT/NSICT/GTICT/NSIGT/BMCT and any other terminal/CY that may be developed in & around JNPT in future.
- c) All the rates including lift on/off referred to in these categories are transportation rates.
- d) HANDLING & TRANSPORT CONTRACTOR will have to arrange for the following at his cost:-
- e) Survey of containers prior to acceptance/dispatch - with reference to Seal No. and external condition of containers in case of loaded units and external/ internal condition of empty containers at both ends i.e. CFS-D'Node & JN-Port.
- f) Satisfy himself that the lashings etc. provided by shipping lines are proper, and in case of any deficiency, point out the same to CWC & shipping lines, prior to acceptance/dispatch in writing.
- g) Pre-gate formalities, entry/exit formalities at the Ports and related formalities including documentation inside the ports.
- h) While undertaking the above operations if any damage to containers/cargo occurs, the responsibility lies with contractor to make good the losses/damages arising out of such damage and such claims against CWC, for such damages will be recovered from the contractor.
- i) No other additional payment of any kind will be paid towards in this regard. No Customs OT will be reimbursed, if movement is delayed due to failure of HANDLING & TRANSPORT CONTRACTOR to move the container within specified time.
- j) CWC shall not be liable to give prior notice to the HTC in respect of container transportation requirements except for the issuance of Job Orders. The HTC must keep himself informed of the status of expected activities from CFS-D'Node, Port Terminal & from wherever required.
- k) Contractor will be required to deploy suitable trailers with/having adequate Gross carrying capacity (cargo + container weight). All rates quoted by the tenderer for transportation & cargo handling in respect of loaded containers should be on TEUs basis 20'/22' Container shall be treated as one TEU and 40' / 45' containers shall be treated as one FEU.

- 1) The transportation rates quoted by the HTC should be inclusive of all existing toll charges and other levies. If any new toll tax (not existing at the time of applying for the tender) or any other statutory levy for carrying containers is levied in future by Govt. authorities, HTC will be reimbursed those charges by CWC, CFS-D'NODE on actual basis on production of original Toll payment, receipts with the bills. However, if the existing toll tax (which is a part of the rates offered by the HTC) is cancelled/withdrawn in future by the Govt., the same will be recovered from the rates payable to the HTC. The decision of REGIONAL MANAGER in this respect would be final and binding.

2. EQUIPMENT & VEHICLE REQUIREMENT:

3.1 FORMAT:

S.No.	Vehicles/equipment	Qty. required	Year of manufacture	Owned or leased or hired
1.	Trailer with cab (to carry 1*20'/22' or 1*40'/45' containers & suitable vehicle for handling ODC containers) for external transportation	15 nos.	Not more than five years old from the date of publication of tender (Tenderer has to ensure that the equipment is not more than 5 years old at any given time during the entire period of the contract.	15 nos. to be owned or to be on lease or hire basis. 5 will be on non-encumbered basis
2.	Container handling Reach stacker of 40 MT Capacity with spreaders for lifting / handling empty and loaded ISO / DSO containers of all type / sizes and lift on/lift off from 2nd row two deep, with capability to stack G+3 high.	1 nos.	Not more than five years old from the date of publication of tender (Tenderer has to ensure that the equipment is not more than 5 years old at any given time during the entire period of the contract.	1 nos. to be owned or to be on lease or hire basis.
3.	Empty handler 10 MT	1 nos.	Not more than five years old from the date of publication of tender (Tenderer has to ensure that the equipment is not more than 5 years old at any	1 nos. to be owned or on leased/hire basis

			given time during the entire period of the contract.	
4.	Crane 50 MT with rubber tyres and outriggers / wooden blocks for cargo handling of all types of machinery, jumbo bags, marble blocks, etc. with operational accessory.	One	Good working condition*	Owned or hired or leased.
5.	Cargo forklifts - for handling of cargo and standard pellets upto 3 MT for stuffing/de-stuffing of containers.	Fifteen	Good working condition*	Owned or hired or leased. Out of 15 nos. of forklift, 5 will be on non-encumbered basis
6.	5 MT Fork lift for cargo handling	One	Good working condition*	Owned or hired or leased
7.	Cargo Handling Trolleys	50 No.	Good working condition*	Owned or hired or leased

Notes:

- a) For carrying out operations as described appropriately in this tender document at Sr.no.2.1 & 2.2 of the chapter-III under scope of work. Only cycle rates shall be paid after completion of particular activity. The HTC shall consider the cost element of the rest of the equipment /vehicles while quoting cycle rates for various operations that are required to be performed by them.
- b) The bidder/HTC has an option of hiring /leasing of equipment that are required to be owned by them as mentioned above for an initial period of 30 days. For the leasing/hiring the equipment the bidder will have to submit consent from the owner of the equipment as specified in Annexure-
- c) In the case of owned equipment/vehicles, the ownership should be in the name of the owner / firm (in case of proprietary firms), in the name of the partner / firm (in case of partnership firms) or in the name of any one or more Directors / Company (in case of a Company).
- d) For equipment/vehicles on hire / lease, a consent letter bearing signature and seal, on the letterhead of the owner must be provided, showing willingness to lease out vehicles during the entire period of the contract.
- e) The tenderer must provide adequate number of 20'/22' length trailers for transportation of 20' /22' containers as at some locations 40' trailers do not have access to the customer's premises.
- f) The contractor will have to replace the vehicles/equipment, if rules /laws are changed by Government, in respect of vintage or axle payload of the vehicle.
- g) Suitable vehicles would be deployed, capable of carrying containers of different weights, in accordance with the laws of the Central / State Government in force, from time to time. In case of carriage of a 20' / 22' container on a 40'/45' trailer, payment would be admissible for 20' / 22' container only for the weight of the container.
- h) The tenderer must submit detailed deployment plan in the requisite format (Annexure-IV) for the equipment / vehicles asked for in the tender along with consent letter from owners of hired equipment.

- i) The contractor shall provide Low bed vehicles for ODC (Over Dimensional Container) movement, if the dimensions of the container warrants. Such vehicles shall be provided as per the requirement and shall be essentially non-encumbered.
- j) All transportation by road shall meet the requirement of Carriage by Road Act 2007 & rules/regulations framed thereunder from time to time.
- k) Non encumbered equipment means that the equipment need not be idling at the CFS when there is no work.
- l) The contractor may have to increase the equipment at any point of time on short notice, and they may also have to replace the equipment with new equipment as per operational requirement.

The tenderer should also provide additional equipment as specified in para 4.5 of chapter- III the tender document within the notice period mentioned therein for which no separate payment will be made other than the cycle rates.

Notes:-

- a) In the case of owned equipments, the ownership should be in the in the name of the owner / firm (in case of proprietary firms), in the name of the partner / firm (in case of partnership firms) or in the name of the Company or any one or more Directors / Company (in case of a Company) as on the date of the submission of tender bids. Similarly, the hiring/leasing arrangement for balance equipment should be in place as on the date of the submission of tender bids.
- b) Owned equipment can be deployed within 30 days of the issue of LOI. However, the tenderer should specify the interim arrangement clearly indicating the source along with a consent letter from the owners for the use of such equipment by the tenderer for the duration of 30 days in the requisite format (**Annexure XIV**).
- c) Rest of the equipment could be on hired/leased basis, for which, the tenderer should submit a consent letter from the owners for the use of such equipment by the tenderer(s) during the entire duration of the contract (including the extension period).
- e) The tenderer must submit detailed deployment plan in the requisite format (**Annexure-XIII**) for the equipment asked for in the tender along with consent letter from owners of hired equipment.
- f) The contractor will have to replace the equipment, if rules /laws are changed by Government, in respect of vintage or axle payload of the equipment.

3.2 Other Terms and Conditions:-

- a) All handling equipment should be in good fettle. In case of leased equipment, the tenderer must provide the source and undertaking from the owner for giving his right to use them to the tenderer during the entire contract period. This undertaking would be necessary.
- b) The HTC shall, before the commencement of operations get all equipment inspected by CWC officials. In case, any of them is not found to be of adequate standard / performance before commencement or later at any time during the currency of contract, the HTC shall replace the same to the satisfaction of CWC. Equipment provided under the contract shall not be taken out of the CFS without approval of CWC officials.
- c) Similarly, the HTC shall not reduce the equipment below the minimum level. In case, any equipment is required to be taken out of CFS D'NODE for any reason (repairs, RTO verification, etc.), approval of CWC officials will be taken in writing. Any approval so given will be without prejudice to the right of CWC to treat the shortage as downtime.

- d) Equipment utilizing internal combustion engine shall not emit undue /excessive smoke and all of them shall conform to extant pollution control standards under the environment rules and regulations. Vehicles which shall become redundant due to these rules have to be replaced by HTC. The HTC shall ensure that there are no oil spills in CFS premises. In the event of oil-spills he shall ensure cleaning at his own cost. All mobile equipment should be with rubber tyres only. PUC certificate for all cranes and equipments to be obtained prior to commencement of contract. Any equipment (reach stacker / forklift) working on / near hazardous cargo should be equipped with suitable safety devices (spark arrestors, etc).
- e) The HTC shall also ensure provision of suitable number of hand carts, ramps for movement of forklift into/from containers, sand/husk bags for ladder support for unloading from wagons, chains, wire ropes, etc., at his own cost and will also ensure that these are stacked/kept properly & neatly after the operations.
- f) The HTC shall make his own arrangements for OPERATING / repair / maintenance and fueling of all equipment/vehicles deployed by him. A limited specified area within or near the CFS premises may be provided by CWC upon specific request by the HTC for such specified repairs / maintenance. Electrical and water connections will be provided by CWC at the prevailing rates. No other area in the CFS premises shall be used for repair / maintenance of equipment for parking of 'under repair' equipment.
- g) Similarly, the HTC shall make his own arrangements regarding their office work, documentation, etc for which a limited office space will be provided to him at rent equivalent of 50% of the prevailing tariff for office space for customers/trade. The HTC will also be permitted to set up porta cabin yard offices (20 feet container cabins) at 1 or 2 locations in the yard or at gate for their manning management. For this purpose, HTC will duly obtain location approval from CWC officials but space allotment will be again at 50% of the prevailing tariff for reserved space in open yard. Electrical connections will be provided by CWC at the prevailing rates. No space will be provided in the warehouse, except what may be deemed necessary by CWC officials for data entry / recording operations.
- h) No compensation shall be admissible to the HTC in respect of the non-use or detention of any equipment at any point of time during the period of the contract.
- i) The HTC shall comprehensively insure all the handling equipment / machinery against any damage or loss arising during the performance of the work. CWC will not be responsible for any loss or damage to the vehicles/ equipment / machinery of HTC.

4. DEPLOYMENT OF EQUIPMENT & VEHICLE BY THE SUCCESSFUL BIDDER:

- 4.1. The successful bidder will be obliged to position the trailers at the CFS at least two days prior to the scheduled start of work.
- 4.2 The successful bidder to be appointed as contractor shall, before the commencement of the operations, get all the vehicles/equipment (both encumbered and non-encumbered) inspected by the CWC, official. All the deployed vehicles must conform to the age, make/model, year of manufacture, handling capacity, carrying capacity, GVW, ownership criteria, etc. wherever applicable / prescribed in terms of para 3 above. The contractor will be required to produce original supporting documents like Registration papers, invoices, valid Insurance, Fitness certificates, etc at the time of inspection at the CFS. A vehicle once deployed, should not ordinarily be changed. However, it may be changed on the written request of the contractor only with the approval of the Manager CFS. However, the new deployed vehicles have to conform to the stipulated criteria listed in Annexure-XII.

- 4.3. In case of failure to deploy owned/hired vehicles by the contractor on the stipulated date, damages for non-deployment will be levied / charged thereof till the equipments are provided by the contractor. The damages to be levied are as under:
For Reach stacker Rs.10000/- per day or part thereof (In case of prolonged break down for more than 48 hours, CWC can get the work done at the risk and cost of the contractor. However, in case of repeated failure in performance, CWC may make alternate arrangements lasting minimum 3 months till the remedial measure is taken by the contractor at his risk and cost),
For road vehicles - @ Rs.1200/-, For Crane 50 MT Rs.5000/- and for fork lift Rs.2000/- per day or part thereof may be levied till the equipments are provided by the contractor.
- 4.4. In case of short/non deployment of required number of vehicles at any time during the pendency of the contract, or if they are found not in conformity with the required age and any other condition, similar damages (as mentioned at s. no. 4.3. above) may be levied. However, in case of vehicles the above damages will be levied only on encumbered vehicles. In case of non encumbered vehicles no damages are to be levied.
- 4.5. Additional trailers/equipment (excluding Reach stacker & empty handler) [50% of the original number, rounded off to the next higher whole number] may be asked for on permanent basis from the contractor on (7) seven days written notice. The exact number of trailers/equipment/vehicles required to be increased as per aforesaid provision will be determined by the Regional Manager, based on the traffic volume, No separate payment shall be payable for such additional trailers/equipment/vehicles (Excluding Reach stacker & empty handler). In case of failure to deploy additional vehicles/equipments asked for by the stipulated date, damages as specified in para 4.3 above will be levied.
- 4.6. Additional reach stackers & empty handlers as per requirement of operation (to be decided by Regional Manager) may be asked from the contractor on (7) seven days written notice. In case of failure to deploy additional Reach Stacker & empty handlers asked for by the stipulated date, damages as specified in para 4.3 above will be levied.
- 4.7. The decision of the Regional Manager, CWC, Navi Mumbai will be final and binding in the matter of deciding the quantity, type and capacity of vehicles/equipment/reach stacker required.

5. CONTRACTOR'S OBLIGATIONS WITH REGARD TO:

ROAD TRANSPORT SERVICES:

The H&T Contractor engaged to transport containers through road vehicles will observe and abide by all the statutory laws and rules, including safety norms, made by Central / State Governments in regard to transportation of cargo / container by road. All transportation by road shall meet the requirement of **Carriage by Road Act 2007** & rules/regulations framed thereunder from time to time.

MAINTENANCE & DOWNTIME OF EQUIPMENT:

(i)Up time:

For individual equipment availability (up time) of 100% excluding maintenance downtime and fueling time on a monthly basis must be maintained. The machine/equipment will be treated as

down if there is a continuous break-down of more than one hour. However, at no point of time should the equipment be down for more than three hours at a stretch. In that case the contractor shall endeavor to make alternate arrangements within twelve hours at his own cost. Failure to comply with these stipulations will be considered as a serious case of unsatisfactory performance and may be dealt with as per the provisions of Chapter III Clause 6: Consequences of Non- Performance, at the discretion of CFS- Manager

(ii) Down time for Equipment:

Crane 50 MT / Forklift:

(a) A total of 90 hours per month shall be allowed towards cooling.

(b) A total of forty eight hours per month shall be allowed towards exigency break- down, fueling and staff change, etc.

(c) In addition, maintenance down time shall be allowed as eight hours per week.

(iii) Down time for Reach Stackers & Empty Handlers:

(a) Upto three hours of cooling for every 24 hours of continuous working of equipment shall be allowed.

(b) A total of thirty hours (in single stretch not more than 6 hours) per month shall be allowed towards exigency breakdown, fuelling and staff change, etc. combined.

(c) Preventive maintenance time shall be eight hours per week, in one or two spells. No cooling shall be allowed on the day of preventive maintenance.

(d) For actual down time up to 48 hours per month, beyond the allowed down time including maintenance as above in para, liquidated damages shall be recovered @ 1.25 times the hourly hiring rate payable to the contractor. In case the actual break-down is more than 48 hours, beyond the allowed down time, liquidated damages @ 1.50 times the hourly hiring rate payable, shall be recovered.

All arrangements for operations and maintenance inclusive of fuel and lubricants, operators, other requisite personnel, maintenance and repairs etc. of vehicle/equipment/reach stacker shall be made by Contractor at his own cost.

5.1 Expeditious Movement of containers

The Handling & Transport Contractor shall carry out the various activities assigned to him under this contract expeditiously within the time prescribed by CWC, Handling & Transport Contractor should provide adequate/sufficient number of trailers/vehicles for coping up with job order requirement and its timely compliance on daily basis failing which damages shall be applicable as per under mentioned clauses.

A. MOVEMENT OF EXPORT LOADED CONTAINERS BETWEEN PORT TO CFS-D'NODE:

- i. For loaded export containers to be moved to JN Port area from CFS-D'NODE, the HTC must arrange deployment of adequate number of vehicles so as to pick-up & deliver the containers at the respective destination within maximum of 12 hours from the time of issuance of Job Order before cutoff of vessel, whichever is earlier

- ii. In case of export loaded containers, job order (complete or part as the case may be) will be treated as non-complied if contractor fails to move out the containers from CFS-D'NODE (as per CFS-D'NODE system entry) to Port Terminals within 12 hrs of issuance of Job Order. In case of failure, the H&TC shall be liable to (a) the minimum penal charges shall be equivalent to the ground rent/demurrage charges of loaded container on TEU basis on the highest slab of the tariff applicable to the trade (b) pay damages@Rs.200/-per TEU per day or part thereof to CWC, (c) compensate CWC, for any claims as may arise due to late delivery of these containers at final destination; and (d) CWC, will have the discretion to get the un-complied Job Orders executed by any other suitable agency at the risk & cost of the contractor if business so warrants, as per discretion of Manager CFS.
- iii. HTC shall be required to produce proof of delivery in the form of EIR/POD issued from the respective Port Terminal Authorities within 48hrs of CFS-D'NODE Gate Out of such loaded containers.
- iv. In case of ODC/Reefer exports, the contractor will have to comply the job orders using low bed trailers/Gen-set Vehicles wherever required. As per general trend, the contractor will have to treat these sensitive movements as a special case and should comply with the movement norms followed by the port terminals.
- v. In case the contractor fails to comply with the requirement specified under part (iii) & (iv) above in more than 20% (in terms of number of containers) of the cases, it may attract damages @Rs.250/- per TEU per day or part thereof on non-complied cases i.e. number of TEU.
- vi. Before moving the export loaded container, the H&TC is expected to acquaint himself with the vessel particulars for the respective container and the vessel gate cut off and also keep him updated regarding any pre-ponement /postponement of gate cut off. In case of shut out resulting in return of container from Port gate, the H&TC shall not be entitled to get any re-movement charges on return of containers to CFS-D'NODE except in the rare case when the pre-ponement takes place after the container had already been moved out from CFS-D'NODE. In such an instance, the H&TC will be paid charges for return movement of containers from Port to CFS-D'NODE. Such instances are expected to be rare and will be dealt with on case to case basis on submission of documentary evidences acceptable to CWC, CFS-D'NODE.
- vii. The contractor shall provide transport facilities to the customs officials, wherever it becomes necessary to move the container under Customs escort. For providing transport facilities for the Customs escort, no extra remuneration is payable to the contractor.

B. MOVEMENT OF IMPORT LOADED CONTAINERS BETWEEN PORT & CFS-D'NODE:

- i. For loaded import containers to be moved from JN Port area to CFS-D'NODE, the HTC must arrange deployment of suitable & adequate number of vehicles so as to pick-up & deliver the containers at CFS-D'NODE within free period of port irrespective of any detention due to offloading /loading delays or traffic congestion enroute.
- ii. In case of failure, the HTC shall be liable to (a) pay damages @Rs.100/-per TEU per day or part thereof to CWC, (b) compensate CWC, for any claims as may arise due to late delivery of these containers at final destination; (c) pay any port ground rent accrued due to such delay beyond free period and (d) CWC, will have the discretion to get the un-complied Job Orders executed by any other suitable agency at the risk & cost of the contractor if business so warrants, as per discretion of Manager CFS.
- iii. In case of import containers selected for scanning at fixed scanner located outside port terminal , one more day shall be counted with port free period.
- iv. HTC shall be required to produce the copy of EIR (Equipment Interchange Receipt) at the time of entry of respective at CFS-D'NODE.

- v. The contractor shall provide transport facilities to the customs officials, wherever it becomes necessary to move the container under Customs escort. For providing transport facilities for the Customs escort, no extra remuneration is payable to the contractor.

C. OTHER MOVEMENTS:

- i. All other containers (both loaded and empty which are not covered under above paras) and where the HTC is required to move the containers from/to CFS-D'NODE to/from other locations/units/CYs/CFSs/Empty Yards/factories etc. or vice-a-versa, the contractor will have to arrange to pickup & deliver the container within time frames **as prescribed by the Manager-CFS-D'Node** will be liable to (a) pay container damages to CWC @ Rs.100/- per TEU per day or part thereof, for the period beyond free period; (b) bear any ground rent liability; (c) compensate CWC for such claims as may arise due to late pick up of these containers from CFS-D'NODE; and (d) CWC will have the discretion to get the un-complied Job Orders executed by any other suitable agency at the risk & cost of the contractor if business so warrants, as per discretion of Manager CFS.
- ii. In case of outward movement of containers from CFS-D'NODE, the HTC shall be required to produce proof of delivery in the form of EIR/POD issued from the respective Destination Terminal Authorities within 48hrs of CFS-D'NODE Gate Out of respective containers. In case the contractors fail to comply with this requirement of EIR/POD submission in more than 20% (in terms of number of containers) of the cases, it may attract damages @Rs.250/- per TEU per day or part thereof on non-complied cases i.e. number of containers.

5.2 EXPEDITIOUS HANDLING

The HTC shall carry out the various activities assigned to him under this contract expeditiously within the time prescribed by CWC. Failure to comply with the time schedules for various activities shall be deemed as unsatisfactory performance and / or may also invite penalties as stipulated. CWC shall not be liable to give prior notice to the HTC/ Handling Operator for cargo handling requirements. The HTC/Cargo Handling Operator must keep himself informed of the status of expected activities.

A. EXPEDITIOUS HANDLING OF CARGO ARRIVING BY ROAD VEHICLES FOR CARTING /DELIVERY

- i. The cargo received on road vehicles on a working day of CFS-D'NODE, if received before 1800 hrs, will have to be unloaded the same day and if received after 1800 hours, by 1400 hrs of the next working day. The time of receiving will be reckoned as the time of issue of the carting permission / Job Order to the HTC or arrival of trucks of the Party loaded with export cargo, whichever is later, while the time of unloading will be reckoned as the time of data input of cargo tally. Similarly, for the loading of import cargo on to the trucks provided by the importer or his agent, if the JO, subject to provision of trucks, is issued before 1800 hrs., the HTC will ensure completion of the activity the same day and if it is after 1800 hrs., the HTC shall ensure completion of the activity by 1400 hrs. of the next working day. The completion time will be reckoned as the time of data input of loading tally. The aforesaid cut off time may be changed by the CFS I/c if the pattern of traffic so requires.
- ii. Any delay shall invite a penalty of Rs. 200/- per Job Order on the first day and Rs 500/- per Job Order per day for subsequent days. Further, any claim for detention charges for the trucks detained due to delay on part of the HTC to comply with the Job Orders specified in the above

paragraph will be debited to the HTC's account. Repeated failure on this account will be treated as instances of unsatisfactory performance.

Note: The above parameters shall be applicable only in case of full lot carting in exports side and full lot de-stuffed delivery in imports side. However, for part lots in both the areas comprising imports and exports, the performance shall be monitored manually and in case of major non-performance, penalty up to Rs.1,000/- per incidence per day may be imposed at the discretion of CFS Manager/in-charge on case to case basis.

B. EXPEDITIOUS HANDLING OF CARGO FOR STUFFING / DESTUFFING:-

- i. The HTC will organize the de-stuffing of all Import LCL containers within one working day of issuance of de-stuffing Job Order(JO) of the container excluding the date of Job order. Further, the HTC will organize delivery of FCL CFS de-stuffed cargo within 8 working hrs of issue of JO. Non adherence to these time limits will result in levy of penalty of Rs 200/- per TEU per day or part thereof upto JO of 10 TEUs. In case JO consists of more than 10 TEU, the penalty of Rs 200/- per TEU per day or part thereof will be applicable after period of 12 hours. However, CWC may stipulate certain conditions / restrictions regarding de-stuffing of such containers, say for containers with hazardous cargo, heavy machinery, scrap, etc. or due to specific request by the party. Repeated failures on this account will be treated as instances of unsatisfactory performance.
- ii. Likewise for all stuffing JOs, for all JOs received before 1700 hrs, the HTC will organize stuffing of cargo into containers at the CFS the same day and for JOs received after 1700 hrs, by 1500 hours the next working day failing which a penalty of Rs.200/- per day per container will be recovered from the HTC. Repeated failures on this account will be treated as instances of unsatisfactory performance. Further, the aforesaid cut off time may be changed by the CFS I/c if the pattern of traffic so requires.
- iii. All other miscellaneous JOs like shifting of cargo, reworking of container, etc. should be complied within one working day of JO excluding the date of JO and any failures on this account will be treated as instances of unsatisfactory performance.

Note: The above parameters shall be applicable only in case of full lot carting in exports side and full lot de-stuffed delivery in imports side. However, for part lots in both the areas comprising imports and exports, the performance shall be monitored manually and in case of major non-performance, penalty up to Rs.1,000/- per incidence per day may be imposed at the discretion of CFS manager/in-charge on case to case basis.

- 5.3 The contractor engaged to transport containers through road vehicles will observe and abide by all the statutory laws and rules, including safety norms, made by Central / State Governments in regard to transportation of container by road.
- 5.4. Given the market changes, the contractor should be prepared to execute additional volumes.
- 5.5. The containers for factory stuffing / de-stuffing shall be dispatched on suitable road trailers at timings suitable from the point of view of traffic regulations and working conditions at customer's factory.
- 5.6 In case, due to any reason, CWC fails to load containers on trailers, no damages will be imposed on account of non-execution of Job Order. However, to claim this benefit, the contractor will be issued a Certificate by the Manager CFS to this effect on written request made by the contractor, provided handling and transportation are done by different entities.

6. CONSEQUENCES OF NON-PERFORMANCE:

- 6.1. Damages may be recovered from the contractor for repeated nonperformance in addition to the damages prescribed in the respective paras above up to Rs.10,000/- BUT NOT LESS THAN Rs.5000/- per day, by Manager-CFS.
- 6.2. However, additional damages for unsatisfactory working will be imposed only after serving a Show Cause Notice, whereas damages under other clauses can be imposed by giving intimation to the Contractor.
- 6.3. All the damages will be imposed by the Manager CFS and the same will be deducted from the monthly bill of the contractor. CWC may also deduct the damages from the Security Deposit, in case monthly bills are short of damages amount. In such a case, the contractor shall have to make good the Security Deposit within a period of three days of the intimation to him.
- 6.4. The CFS Manager/In-charge has powers to levy penalty on the contractor as per various clauses of the tender document. However, the contractor can appeal to the higher authority within 30 days of levy of penalty. Regional Manager will be the authority for waiver of penalties imposed on the contractor under this contract.

7. SPECIFIC RESPONSIBILITIES**A. FOR ROAD TRANSPORTATION & HANDLING OF CONTAINERS**

- (i) The HTC shall exercise due care and take all precautions while handling and/or moving containers to avoid any damage or loss to the container or cargo at any stage. HTC shall be responsible for the safety of containers and cargo while they are in his custody. CWC shall be at liberty to take action under Non-Performance/Unsatisfactory Performance and forfeit the Security Deposit, if he fails in his responsibilities in looking after the containers and cargo in his custody.
- (ii) The HTC shall arrange for close supervision of unloading / loading/shifting/stacking etc. of containers, in the CFS and should give a Tally Sheet for each container after completion of work. Any loss / damage / variation in the container with the Tally Sheet will be HTC's responsibility and he shall be liable for the consequent losses. Any excess / short landing should be reported immediately.
- (i) The contractor shall ensure proper closure of doors of the containers at the time of loading / shifting. Failure to do so may be treated as unsatisfactory performance. The container shall be secured to the road vehicle by all four bottom corner fittings.
- (ii) Every ODC consignment must have a proper lashing/choking/bracing. The contractor shall ensure that no container is accepted for Road Transportation if it has improper lashing/choking/bracing. In case of Open Top containers, contractor shall ensure that no container is accepted without waterproof tarpaulins to save the cargo from pilferage and adverse weather conditions.
- (iii) In case of an accident in transit, or for any other reason, if a container needs to be transhipped on to another vehicle/chassis enroute, the transshipment shall be carried-out by the contractor at his risk and cost. The contractor shall also be liable to pay the compensation/claims arising out of any damage to container and cargo, including the claims in respect of short deliveries, if any, occurring due to such mishaps. The contractor shall also be liable for any third party claims and damages including the Customs duties / damages for short deliveries, if any, occurring due to such mishaps. CWC reserves the right to deduct such amounts from any amount payable to the contractor. The contractor is advised to take appropriate insurance coverage against these unforeseen events.

- (iv) CWC shall have the right to change en-route and increase or decrease the total mileage from time to time. This will not confer any right on the contractor to claim any extra amount as a result of such temporary change i.e. for up to 15 days.
- (v) In the case of long lead Road Transportation, events like imposition of restrictions on movement by State Government authorities on a particular en-route or in certain timings or diversion of en-route on temporary basis due to civil works, law and order, festivals, etc. shall not form the basis for higher rates. The traffic has to be carried by the diverted en-route or in the permissible timings at the rates quoted in this tender.
- (vi) However for permanent restriction (of more than 15 days) resulting in long haulage, the rates can be revised with mutual discussion.
- (vii) The contractor shall not carry out any direct business dealing with any customer of CWC without prior approval of CWC. The contractor shall not receive, transport any container / cargo within the CFS for any customer of CWC, directly, without prior approval of CWC, in writing.
- (viii) The contractor shall not receive and transport any container whose original seals have been tampered with or whose contents appear to have been damaged and / or pilfered and will always act only on the instructions of the Manager CFS. The contractor shall also be responsible for bringing the containers duly stuffed or loaded outside CFS/Ports with seals intact and hand them over at the appropriate place in the same condition.
- (ix) The contractor shall exchange the Equipment Interchange Report (EIR) every time the handing over or taking over of a container takes place. He shall be responsible for examining and verifying correctness of the details given in the EIR.
- (x) CWC transports 'EXIM' containers in bonded state. It is responsible to the Customs for the safety of 'EXIM' cargo during transit and has to furnish a "Continuity Bond" of an appropriate amount to the Customs. The contractor will be required to sign this bond as a guarantor. The contractor will be liable for the element of Customs duty also for any loss or damage to the cargo while the container is in his custody.
- (xi) The contractor shall make his own arrangements for repair / maintenance of all vehicles deployed by him. A rent-free limited specified area within or near the CFS premises may be provided by CWC upon specific request by the contractor for such specified repairs / maintenance. Office space may be provided by CWC, if available, at the rates prevailing at the CFS. No other area in the CFS premises shall be used for repair / maintenance of equipment / vehicles. Water and electric charges would be borne by the Contractor.
- (xii) In case the contractor fails to promptly substitute vehicles in good working and presentable condition and in case alternative arrangements are made by CWC for Road Transportation of containers, it will be on the contractor's sole risk and cost, till suitable replacement is provided by the contractor or the cycle of activity as initiated under alternative arrangements gets completed, whichever is later.
- (xiii) The decision of CWC as to the extent of expenditure incurred and/or loss sustained by CWC in this regard shall be final and binding on the contractor. CWC shall have the right to recover such expenditure and loss as sustained by it from the security deposit or pending bills of the contractor.
- (xiv) The HTC will also maintain various records in computerized atmosphere and will provide reports to CWC in both soft and hard copy format as and when required. He will also apply latest software applications for warehouse management, Job order performance, container handling, equipment / vehicle productivity assessment, etc. Some of the reports expected from the HTC would be:-

- a) Daily shift-wise equipment / vehicle availability report with details of downtime, if any, during the previous day.
- b) Daily Job order compliance sheet to be submitted to CWC by the HTC at regular intervals specified by CWC from time to time.
- c) Daily performance under various activity heads with backlog, if any.
- d) Daily inventory position of containers.

The above list is only illustrative. The CFS I/c may stipulate additional reports which the HTC will be required to submit in the desired format. Failure to do so will be deemed as unsatisfactory performance and action taken accordingly.

- (xv) The HTC shall consult the CFS I/c and ensure that the loaded and empty container stacking is done as the container stacking plan approved by the CFS I/c. It may be noted that in order to optimize area usage, containers may be required to be stacked upto 4 high. It may be noted that in order to optimize area usage, multiple stacking of the containers as per best industry practices will have to be done. In case of any discrepancy, CWC officials may direct shifting / restacking of containers for which no additional payment will be made.
- (xvi) There may be temporary surges in traffic, say on receipt of project cargo, shifting of containers to / from port by road / train at the time of congestion, etc. The HTC will be required to meet these temporary requirements within the time schedules and accepted rates for the concerned activity and if necessary, induct additional equipment / vehicles for this purpose. The induction of additional reach stackers for 'in CFS' shifting will however be with the prior approval of CWC.
- (xvii) The HTC shall abide by all the rules, procedures, directions and instructions given by CWC officials, which are not inconsistent with the terms and conditions of the contract, for the efficient working of the CFS.
- (xviii) The HTC shall not carry out any direct business dealing with any customer of CWC without prior approval of CWC. HTC shall not receive, handle and transport any container / cargo within the CFS for any customer of CWC directly.
- (xix) The actual requirement of equipment and vehicles will depend upon the pattern and volume of traffic and may vary from time to time. The HTC will be required to position additional handling equipment and vehicles, whenever necessary due to exigencies of traffic upon being notified to do so by CWC.
- (xx) The HTC shall not receive or dispatch any container whose original seals have been tampered with or whose contents appear to have been damaged and / or pilfered and will always act only on the instructions of the Manager-CFS. The HTC shall also be responsible for bringing the containers/CBTs/CMTs duly stuffed or loaded outside CFS with seals intact and hand them over at the appropriate place in the same condition.
- (xxi) CFS-DNODE has a Local Area Network (LAN) for transfer and updation of data for maintaining and monitoring of status of job orders on a real time basis. The HTC will be required to ensure data entry operation immediately on real time basis for each activity and should deploy suitable staff for this purpose.
- (xxii) The contract shall be liable for all acts of commission or omission of his employees. He shall forthwith discharge any of his employee who is reported by CWC to be undisciplined or of poor moral character or incompetent or negligent.

B. FOR CARGO HANDLING

- (i) The HTC shall exercise due care and take all precautions while handling and/or moving cargo to avoid any damage or loss to the container or cargo at any stage. HTC shall be responsible for the safety of containers and cargo while they are in his custody. CWC shall be at liberty to take

action under Non-Performance/Unsatisfactory Performance and forfeit the Security Deposit, if he fails in his responsibilities in looking after the containers and cargo in his custody.

- (ii) The HTC shall arrange for close supervision of unloading / loading of cargo, stuffing/de-stuffing of containers and stacking of cargo in the CFS / warehouse and should give a Tally Sheet for each container / truck after completion of work. Any loss / damage / variation in the cargo with the Tally Sheet will be HTC's responsibility and he shall be liable for the consequent losses. Any excess / short landing should be reported immediately.
- (iii) The HTC shall provide necessary modern equipment for communication of voice and data, as prescribed by CWC from time to time, to his supervisors and employees for ensuring efficiency of operations.
- (iv) The HTC will also maintain various records in computerized atmosphere and will provide reports to CWC in both soft and hard copy format as and when required. He will also apply latest software applications for warehouse management, Job order performance, for cargo handling, labor / equipment productivity assessment, etc. Some of the reports expected from the HTC would be:-
 - a) Daily equipment availability report with details of downtime, if any, during the previous day.
 - b) Daily performance under various activity heads with backlog, if any.
 - c) Daily cargo inventory position of both warehouse and open yard.
 - d) Daily Warehouse occupation report.
 - e) Daily labor availability report.The above list is only illustrative. The CFS I/c may stipulate additional reports which the HTC will be required to submit in the desired format. Failure to do so will be deemed as unsatisfactory performance and action taken accordingly.
- (v) The HTC shall consult the CFS I/c and ensure that cargo stacking is done as per stacking plan approved by the CFS I/c. All carting into the warehouse will have to be done as per the approved plan and instructions of CWC officials. It may be noted that in order to optimize area usage, multiple stacking of the cargo as per best industry practices will have to be done. In case of any discrepancy, CWC officials may direct shifting / restacking of cargo / containers for which no additional payment will be made.
- (vi) There may be temporary surges in traffic, say on receipt of project cargo etc. The HTC will be required to meet these temporary requirements within the time schedules and accepted rates for the concerned activity and if necessary, induct additional equipment for this purpose. The induction of additional equipments for 'in CFS' shifting will however be with the prior approval of CWC.
- (vii) The HTC shall abide by all the rules, procedures, directions and instructions given by CWC officials, which are not inconsistent with the terms and conditions of the contract, for the efficient working of the CFS.
- (viii) The HTC shall not carry out any direct business dealing with any customer of CWC without prior approval of CWC. HTC shall not receive, handle, any container / cargo within the CFS for any customer of CWC directly.
- (ix) The actual requirement of equipment for cargo shifting will depend upon the pattern and volume of traffic and may vary from time to time. The HTC will be required to position additional handling equipment, whenever necessary due to exigencies of traffic upon being notified to do so by CWC.

- (x) The HTC shall not receive or dispatch any cargo which has been tampered with or whose contents appear to have been damaged and / or pilfered and will always act only on the instructions of the CFS Manager.
- (xi) The contract shall be liable for all acts of commission or omission of his employees. He shall forthwith discharge any of his employee who is reported by CWC to be undisciplined or of poor moral character or incompetent or negligent.

8. BRIEF SPECIFICATION OF VEHICLES

- 8.1. Road trailers for Road Transportation of 20' /40' Containers for short and long distance would be in the form of Tractor-Trailer units each comprising of a prime- mover and Semi-Trailers (chassis) or can be integrated vehicles (single unit) fitted with container securing arrangements. The trucks (including multi axle) and trailers deployed for the work must be capable of carrying 20' and/or 40' containers. However, as and when required, the contractor should have arrangements to carry 22' and 45' containers at the same rate as that of 20' and 40' container respectively. The vehicles will have to conform to the requirements, specifications/and conditions prescribed in paragraphs below.
- 8.2. Suitable Container securing arrangements should be provided on the vehicles.
- 8.3. All vehicles must be fit for meeting with the stipulation of weight categories as indicated in Motor Vehicles Act and all State and Central laws. Contractor will indemnify CWC for any fines / penalties imposed by any Authority for his act of violation of any of such laws.

9. CONDITION FOR OPERATION OF REACH STACKER/EMPTY HANDLER

- 9.1 The contractor is obliged to keep the equipment like Reach Stacker & empty handler in proper working condition and to be operated by skilled and trained man power.
- 9.2 The preventive maintenance of the equipment should be carried out as per maintenance schedule of equipment and in case of breakdown, the same should be attended in time and in case of prolonged break down, some alternative arrangements should be made within reasonable time to prevent hardship to customers and revenue loss to CWC. In case of prolonged break down for more than 48 hours, CWC can get the work done at the risk and cost of the contractor. However, in case of repeated failure in performance, CWC may make alternate arrangements till the remedial measure is taken by the contractor at his risk and cost.

10. CONDITION FOR OPERATION OF CRANE/ FORKLIFT

- 10.1 The contractor is obliged to keep the equipment like Crane, Forklift etc. in proper working condition and to be operated by skilled and trained man power.
- 10.2 The preventive maintenance of the equipment should be carried out as per maintenance schedule of equipment and in case of breakdown, the same should be attended in time and in case of prolonged breakdown, some alternative arrangements should be made within reasonable time to prevent hardship to customers and revenue loss to CWC. In case of prolonged breakdown for more than 48 hours, CWC can get the work done at the risk and cost of the contractor. However, in case of repeated failure in performance, CWC may make alternate arrangements till the remedial measure is taken by the contractor at his risk and cost.

CHAPTER IV
GENERAL CONDITIONS

1. DEFINITION

- i) 'CONTAINER' shall mean ISO containers used in International trade for export/import cargo, which could be 20', 30', 35', 40' and 45' containers viz. Flat rack, Open top, Over dimension cargo containers (high dome or such other size) reefer container as may be included by the Regional Manager, Central Warehousing Corporation, Sector 20, Near APMC fruit market, Vashi, Mumbai. The ISO container above 20' will be treated as 40' container only, irrespective of its size.
- ii) 'CENTRAL WAREHOUSING CORPORATION, CONTAINER FREIGHT STATION, D'NODE, SECTOR-2, DRONAGIRI NODE, NAVI MUMBAI' would mean any developed area presently designated for keeping containers/cargo at D'Node, Navi Mumbai as per the directions of the Regional Manager, Central Warehousing Corporation, Navi Mumbai or any other officer authorized on his behalf including any other area which may be added later to the complex.
- iii) 'CONTAINER YARD, JAWAHARLAL NEHRU PORT' shall mean any developed/ designated area in Jawaharlal Nehru Port/NSICT/GTIPL /NSIGT/BMCT or any terminal that may be operational in future for keeping the containers presently/ to be specified by the Regional Manager, Central Warehousing Corporation, RO, Mumbai or any other officer authorized on his behalf.
- iv) The term 'CONTRACT' shall mean and include the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexure appendices and schedules, acceptance of tender and such general and special conditions as may be added to it.
- v) The term 'CONTRACTORS'/BIDDERS/TENDERERS shall mean and include the person, firm/company/Consortium/Joint Venture/sole proprietary firm/partnership firm or a body corporate with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.
- vi) The term 'CONTRACT RATES' shall mean the rates of payment offered by the tenderer and accepted by the Regional Manager, Central Warehousing Corporation, Navi Mumbai for and on behalf of the CORPORATION.
- vii) The term 'CORPORATION' or 'CENTRAL WAREHOUSING CORPORATION' or CWC wherever occurs shall mean the CENTRAL WAREHOUSING CORPORATION established under WAREHOUSING CORPORATION ACT 1962 and shall include its administrators, successors and assigns. It will also be called CWC.
- viii) 'MANAGER' shall mean the Manager, Central Warehousing Corporation, Container Freight Station, D'Node, Sector-2, Dronagiri Node, Navi Mumbai or Officer In-charge of the CONTAINER FREIGHT STATION, D'NODE.
- ix) 'REGIONAL MANAGER' shall mean the Regional Manager, Central Warehousing Corporation, RO, Mumbai presently having its office at Regional Office, Mumbai, Sector 20, Near APMC Fruit Market, Navi Mumbai – 400 703.
- x) 'MANAGING DIRECTOR' shall mean the Managing Director of Central Warehousing Corporation.

- xi) **'SERVICES'** shall mean the performance of any of the items of work enumerated in schedule of services including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Regional Manager, Central Warehousing Corporation, Navi Mumbai or any person authorized by him on his/corporation behalf.
- xii) **Tenderer/Bidder:** A person, society, firm or company willingly participating in tender in given terms and conditions, is tenderer/ bidder.
- xiii) **Tender:** Tender means the tender document (both technical and commercial) submitted by the tenderer for consideration by the CWC.
- xiv) **Name of Tender:** means the work i.e. handling & Transportation of ISO Containers for which tender is being floated.
- xv) **Pre-Qualification/Technical Bid:** means documents regarding eligibility conditions as stipulated in the tender document for qualifying the bidder for consideration of his Financial Bid.
- xvi) **Schedule of Rates:** means the rates (excluding Goods & Service Tax) quoted by the tenderer/contractor in the prescribed format for various activities to be performed by the tenderer / contractor.
- xvii) **Financial Bid:** means the document containing the Schedule of Rates to be considered for the purpose of evaluation and award of contract.
- xviii) **Unsatisfactory Performance:** The unsatisfactory working will include the following:
- ✓ Repeated failure to adhere to the work schedule.
 - ✓ Repeated occurrences of go-slow/strike or acts of indiscipline on the part of manpower deployed by Contractor.
 - ✓ Failure to provide manpower in consonance with work requirement for a continuous period of (5) five days.
 - ✓ Failure to provide requisite number of equipment, or ensuring its availability in consonance with contractual requirement for a continuous period of (3) three days.
 - ✓ Repeated instances of improper work.
 - ✓ Repeated instances of failure to comply with instructions of CFS Manager.
 - ✓ Breach of terms of the contract.
- xix) **Contractor:** Contractor means the person, Society, Firm or Company whose tender has been accepted by the CWC, and shall include his employees, agents, etc.
- xx) **Taxes :** GST, Cess Tax, Value Added Tax, Entry Tax and any other tax, levy, Fee, Cess imposed by Government (direct or indirect), from time to time, on cargo handling etc.
- xxi) **Competitor:** A competitor would be any firm, company, corporation, or individual who is in the same line of business and shares or can potentially share the customers of CWC, in a particular catchment area.
- xxii) **HTC:** - Handling & Transportation Contractor.
- xxiii) **JO:-** Job Order

2. RATE REVISION CLAUSE

2.1 The contracted rates shall remain operative throughout the contract period except for variation in diesel (HSD) prices which CWC on contractor's request will increase at six monthly frequency @ 0.3% for every 1% increase or decrease in base HSD (diesel) price due to any government notification etc. duly supported by documentary evidence. However, in case of decrease in base HSD (diesel) price, CWC, will be free to revise (decrease) the rates on its own as per the guidelines, which again will be at six months interval only.

2.2 First rate revision would be done only after (6) six months of commencement of contract, w.e.f. 1st of the month following completion of (6) six months of commencement of contract. Subsequent rate revisions would be after six months

Interval thereafter. For instance, if a contract commences for a period of five (5) years on, say 16th April 2011 there will be nine rate revisions due during (5) five years period. 1st rate revision would be due w.e.f. 1st Nov,2011, 2nd w.e.f. 1st May 2012 and 3rd w.e.f. 1st Nov,2012 and so on.

The rate revision would be regulated by the following formula:

For 1st rate revision

% increase in contract rates = $(P1 - PB) / PB \times 100 \times 30/100$ where

P1 = HSD price on 1st of the month following completion of initial five months of contract (as applicable in city of contract); and

PB = Base HSD price on the last date of submission of tender (in the city of contract). For subsequent six monthly rate revisions

% increase in contract rates = $(PN - PN-1) / PN-1 \times 100 \times 30/100$ where

PN = HSD price on 1st day of the previous month of the due date of nth escalation (as applicable in city of contract); and PN-1 = HSD price on 1st day of the previous month of (n-1) the escalation (as applicable in the city of contract).

3. CHANGE IN BUSINESS PATTERN: In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from CWC on this account.

4. TERMINATION OF THE CONTRACT

a) In the event of the contractors 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, CWC, RO, Mumbai 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 contractor and to claim from the contractor any resultant loss sustained or costs incurred.

(b) The Regional Manager, CWC, RO, Mumbai shall also have, without prejudice to other rights and remedies, the right in the event of breach by the contractor 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 contractor and/or forfeit the security deposit or any other part thereof for the sums due to any damages losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the services under the contract.

(c) CWC at its sole discretion may terminate the contract by issuing one month notice without assigning any reasons. No claim shall lie against CWC for such termination.

(d) In the event of security or sum due under the contract being insufficient to cover the claim amount or amounts the Regional Manager shall be entitled to withhold and has a lien to retain to

the extent of such amount or amounts referred to above from any sum or sums found payable or what at any time thereafter may become payable to the contractor under the same contract or any other contract with the Corporation pending finalization of adjudication of any such claims.

5. DEBARRING OF BUSINESS DEALINGS

- 5.1 In the event of premature termination of contract on the ground of breaches as mentioned above, CWC, shall also be entitled to debar the contractor for participation in future tenders of CWC, for a period of five years or as deemed fit.
- 5.2 Further, in case if it comes to the notice of CWC that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the currency of the contract, in all such cases CWC, at its sole discretion may terminate the contract and debar such contractor for a period of 5 years or as deemed fit. In all such cases, the provisions of clause 4, a, b & c above (Summary Termination) will become applicable.

6. PROHIBITION AGAINST TAKING WORK FROM CWC/ GOVERNMENT SERVANTS

No person, who has retired within two years as a Gazetted Officer in Executive or Administrative duties in any Government Service or CWC shall be a contractor of CWC. The contractor shall under no circumstances employ any such person in the employment of CWC for the purpose of carrying out this contract without express permission in writing from CWC. The contract is liable for cancellation if the contractor himself or any of his employees is found to be a person to whom this applies and who had not obtained necessary permission of CWC. Ex-servicemen may, however, be deployed.

7. CONTRACTOR'S RESPONSIBILITIES & DUTIES

- 7.1 The tenderers are advised to acquaint themselves with the exact location, road approaches, conditions, the facilities at CFS-D'NODE, (where they want to work), the Customs procedures and with the industrial areas in and around CFS-D'NODE. They are also advised to familiarize themselves with the procedures and method of working of the ICDs/CFSs' and ports. The tenderer can visit the said CFS-D'NODE on any working day prior to submitting the tender and acquaint him-self of these aspects.
- The contractor shall not independently operate in the business of container handling and transportation in the said CFS-D'NODE. Damages to the extent of upto Rs10000/- per case may be imposed on the contractor, if any such case comes to the notice of CWC management and if CWC management is reasonably convinced about the same. The decision of the Regional Manager, CWC, Regional Office, RO, Mumbai, in all such cases shall be final and binding on the contractor. This restriction shall be applicable not only for the entities undertaking this contract but also for all such entities in which the contractor has his stake so far as his business interests are concerned.
- 7.2 If sufficient reasons are found to establish that the contractor is doing business directly with CWC customers or other private container operators/ICD/CFS operator with lower rates for the same destination, the same (lower) rate will become payable/paid to him.
- 7.3 The contractor is expected to monitor various operational activities and supply information of all containers in transit to CWC on a daily basis in the format as may be prescribed by CWC management of the CFS-D'NODE from time to time.
- 7.4 All the workers and/or person employed by the contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The contractor shall be responsible

against any liabilities of accident, partial or full disability, death etc. of his worker or third party. The Contractor shall keep CWC indemnified against liabilities arising out of the contract on this account.

- 7.5 The contractor shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts, etc, including but not limited to the following :-
- i. Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
 - ii. The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
 - iii. The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
 - iv. The Minimum Wages Act 1948.
 - v. The Payment of Bonus Act 1965.
 - vi. The Payment of Gratuity Act 1972.
 - vii. The Payment of Wages Act 1936.
 - viii. The Motor Vehicle Act.
- 7.6 The contractor shall maintain all the Registers and records, file the returns, display notices as required under the provisions and rules of various applicable labour and transport laws.
- 7.7 Apart from the indemnity provided to the principal employer under the various labour laws, the contractor shall fully indemnify CWC against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in CWC.
- 7.8 The contractor shall give his employees/workmen unique identification either through providing uniform or any other means and ensure that all his employees/workmen are holding photo identity card in a conspicuous manner issued to them by the contractor. It shall be the responsibility of the contractor to get all employees/workmen deployed at CWC premises duly screened and verified, preferably through police verification. CWC shall have the right to object and require the contractor to remove forthwith from the premises any personnel employed by him, if in the opinion of CWC such person's conduct is not commensurate with the requirements, discipline, decorum and decency of CWC and/or the person is not desirable with proper performance of the work.
- 7.9 The contractor shall pay not less than minimum wages rate as notified by the appropriate Government to the employees/workers engaged by him. The Disbursement of the wages shall be in the manner as prescribed under law.
- 7.10 The contractor shall provide adequate number of trained supervisors, equipment/ vehicle operators/drivers and other workers at all the desired operational points at CFS-D'NODE, to ensure proper and timely movement of containers, including performance of incidental and general services, expeditiously and to the satisfaction of CWC officials. In-charge of the CFS-D'NODE shall have the final say in the matter.
- 7.11 The contractor shall provide, at his own cost, all workers and other employees with necessary tools, safety helmets, shoes, jackets, etc. for effective and efficient discharge of the work contemplated in the contract. Necessary inventory for consumables and certain critical components of Road Transportation vehicles should also be provided by him at the CFS-D'NODE so that the work is not hampered at the CFS.
- 7.12 The contractor will be required to keep its premises and/or workshop in the CFS-D'NODE premises neat and clean in all respects. The contractor should also be equipped with suitable

firefighting arrangement in the area nominated for the positioning of his trailers/equipment in the terminal premises.

- 7.13 In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, CWC, is obliged to pay any amount of wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of CWC due to the contractor's failure to fulfill his statutory obligations under the aforesaid Acts and the Rules, CWC shall be at liberty to withhold from the bills of the contractor the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of CWC under relevant sections of the concerned Acts. CWC shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee from any sum due by CWC, to the contractor whether under the particular contract or otherwise, CWC shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the contractor and upon his giving to CWC security for all costs for which CWC might become liable in contesting such claim. The decision of CWC regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.
- 7.14 If CWC, at any time considers the mode adopted by the contractor of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the contractor may be withheld during such non-compliance.
- 7.15 The contractor shall strictly abide by all rules and regulations of RTO/Police/Municipal/Customs/Port authorities/ CIDCO authorities.
- 7.16 The supervision by an officer of the Corporation at the Port and CFS-D'Node Navi Mumbai and enroute if any is at the discretion of the Corporation. It will in no way minimize the responsibilities of the contractor who will be bound under obligation to deliver all the containers at the designated destinations as per the job orders with original seal intact and the container/cargo in sound condition, failing which it would be obligatory on his part to make good all the losses whatsoever. The contractor shall provide only appropriate and suitable road vehicles for transportation of containers as per the direction of the Manager, CWC, CFS-D'Node, Navi Mumbai.
- 7.17 The successful tenderer shall be required to sign as surety for CWC on the continuity bond of appropriate value as desired by Customs, to be executed with them for safe transshipment of containers.
- 7.18 The contractor shall, as and when required, be also responsible for routine cleaning of the interior of any type of container prior to stuffing to the satisfaction of the officer(s) supervising the stuffing/dispatches. The remuneration for stuffing in to container shall be deemed to include the remuneration for such routine cleaning of containers to the extent, found necessary.
- 7.19 The contractor shall maintain an up to date garage for backup services to the equipments and the breakdown cases should be taken care of / repair within most reasonable time.
- 7.20 In the event of failure of the contractor to undertake the work after award of contract or rescinding from the contract during its currency the Corporation shall have the right to get the work done at his risk and cost and the contractor shall be liable to make good the loss, if any, suffered by the Corporation on this account. The Corporation shall also have the right to deduct the amount of such loss from any sum (including Security Deposit) then due or which at any time thereafter may become due to the contractor under this contract or any other contract with the Corporation and to claim the balance amount from the contractor.

- 7.21 Any overtime charges payable either to Customs or port to expedite completion of the work as per job orders given shall be paid by the contractor and no claim whatsoever shall be against the Corporation on this account.
- 7.22 Only the minimum required labour to cope up with the work and keep up certain productivity norms for the gangs should be deployed. A work force of four labourers attached to each forklift operation should be capable of stuffing/de-stuffing a minimum of four containers per shift of eight hours. The deployment should be regulated according to these norms.
- 7.23 The charges for the water and electricity utilized by the contractor either for his office/garage shall be paid to CWC/Port at its “share of costs” and “at the highest slab rate at which payment made” for garage/workshop and contractor is at liberty to use calibrated sub-meters, after installing these at his cost at the tapping points with the prior approval of the Corporation.
- 7.24 In case of delay in de-stuffing/stuffing the containers, in addition to the claims towards liquidated damages by the importer/exporter/ shipping agents/user or any other agency, the storage charges of the cargo/containers at the highest slab which would have accrued/would accrue to the Corporation will be deducted from the running bills of the contractor.
- 7.25 The contractor shall deploy the services of a Master Mariner with adequate experience in container operations for undertaking inspection/stuffing/de-stuffing and handling of cargo/containers etc., at the Container Freight Station, D'Node, Navi Mumbai.
- 7.26 The contractor shall provide GPS Tracking system on all the vehicles deployed for movement of empty / loaded containers to and from JNPCT/NSICT/GTICT/ NSIGT/BMCT invariably. There will be mechanism of monitoring system in place at CFS provided by the contractor under the control of Manager-CFS. The expenses on providing such system and its maintenance shall be borne by the contractor. In case the contractor fails to provide such system and its monitoring at the CFS or fails to maintain the same in working condition during the period of contract, the same will be got done by the Corporation at risk and cost of the contractor and the charges shall be adjusted from any amount due to the contractor including fortnightly bills and the decision of the Regional Manager/ Manager-CFS shall be final and binding in this regard.
- 7.27 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.
- 7.28 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.
- 7.29 All labourers and/or personnel employed by the contractor shall be engaged by them as their own employees/workmen in all respects implied or expressed.
- 7.30 The responsibility to comply with the provisions of the various labour laws of the country such as Factories Act 1948, Payment of Wages Act of 1936, Workmen's compensation Act 1923, Employees Provident Fund Act 1952, Maternity Benefit Act 1961, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Equal Remuneration Act 1976 or any other Act, to the extent they are applicable to their establishment/workmen, will be solely that of the contractor. Regional Manager, CWC, RO, Mumbai on behalf of Central Warehousing Corporation in the capacity of principal employer will have every right to demand that the wages shall be disbursed to the workmen/employees of the contractor in the presence of their representative.

- 7.31 The Corporation shall be fully indemnified by the contractor against all the 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 other enactment's of the country as they are at present or as they would stand modified from time to time, to the extent they are applicable to the establishment/work in the Corporation.
- 7.32 In case the Manager, CWC, CFS-D'Node, Navi Mumbai demands the contractor for removal of any of his employees, the contractor shall do so forthwith. The decision of the Manager, CWC, CFS-D'Node, Navi Mumbai shall be final and binding on the contractor and the Corporation shall in no way be liable for any consequences for which the contractor will be fully responsible.
- 7.33 The contractor shall not employ any person/labourer below the age permissible by law. The contractor shall indemnify the Corporation from and against all claims and penalties which may be suffered by the Corporation or any person employed by him by reason of any default on the part of the contractor to observe and/or in the performance of the provisions of Employment of Children Act XXVI of 1938 or any re-enactment or modification of the same.
- 7.34 The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Fund Act 1952 and the scheme framed there under, in respect of the labour employed by him. The contractor shall submit by the 5th & 20th of every month to the Manager a statement showing in respect of the second half of the preceding month and the first half of current month respectively.
- (i) The number of labourers employed by him
 - (ii) Their working hours
 - (iii) The wages paid to them
 - (iv) The accidents, that occurred during the said fortnight showing the circumstances under which they occurred and the extent of damage and injury caused by them and
 - (v) The number of female workers who have been allowed Maternity Benefit and the amount paid to them.
- 7.35 The Corporation shall not be bound to contest any claims made against it under Contract Labour (Regulation and Abolition) Act or Workmen's Compensation Act or any other similar Act in respect of contract labour.
- 7.36 The contractor, where required shall obtain a valid license under the Contract Labour (R&A) Act 1970, and the Contract Labour (R&A) Rules before the commencement of the work and shall continue to have a valid license during the currency of the contract which will be reviewed from time to time.
- 7.37 The contract shall be governed by the laws of the country in force from time to time.
- 7.38 Digital mode of transaction shall be adhered to whenever required as per the statutory requirement by the H&T contractor.
- 7.39 H&T contractor will ensure providing of Electronic Toll Tags for all vehicles engaged by him for transportation of EXIM cargo.

DEPLOYMENT OF SUPERVISORS, LOADERS ETC. AT VARIOUS OPERATIONAL POINTS:

- (i) The contractor shall provide adequate number of supervisors, loaders, tally clerks and other workers/operators at all the operational points at CY, JNPCT/NSICT/GTICT/ NSIGT/BMCT and at Central Warehousing Corporation, D'Node, Navi Mumbai to ensure proper handling and movement of containers and performance of incidental services with the utmost expedition. The

contractor shall provide such number of supervisors/ operators/labour and persons in each category as is determined by the Manager, CWC, CFS-D'Node, Navi Mumbai/the Regional Manager, CWC, RO, Mumbai and as considered necessary by him, for efficient operations at all points and at all times. The decision of the Manager, CWC, CFS-D'Node, Navi Mumbai/ Regional Manager, CWC, RO, Mumbai in this regard shall be final for the actual loss sustained by the Corporation.

The Supervisors/loaders, tally clerks and other workers shall have to be engaged by the Contractor on regular basis. Full details about their names, addresses, both local and permanent, and three copies of their recent photographs (passport size) shall be furnished to the Manager, CWC-CFS-D'Node, Navi Mumbai/ Regional Manager, CWC, RO, Mumbai or his authorized representative. They shall also be provided with necessary photo identity cards by the contractor duly verified by the Manager, CWC, CFS-D'Node, Navi Mumbai/the Regional Manager, CWC, RO, Mumbai or his authorized representative which they shall be required to display on their uniforms all the times. Any short term appointment in any category of such workmen shall be made only after due intimation to the Manager, CWC, CFS-D'Node, Navi Mumbai/ Regional Manager, CWC, RO, Mumbai and after furnishing the personal details of the employees. If the Manager, CWC, CFS-D'Node/ Regional Manager, CWC, RO, Mumbai or his authorized representative is not satisfied with the work of any person engaged by the contractor or whose antecedents are doubtful, the contractor shall not employ such person(s) for any work relating to this contract. At the sole discretion of Manager, CWC, CFS-D'Node, Navi Mumbai/ Regional Manager, CWC, RO, Mumbai, he may prevent/permit the entry/exit of any labour/workman and he need not assign any reason either orally or in writing for such a decision. No employee of contractor shall receive any tips, reward or any type of charges from any person in consideration for any services rendered in the Container Freight Station, D'Node, Navi Mumbai. On failure to comply with this stipulation by any employee(s) of the contractor, the contractor shall be required to remove/terminate such employee(s) from services on receipt of formal communication from Manager, CWC, CFS-D'Node, Navi Mumbai/ Regional Manager, CWC, RO, Mumbai or any officer acting on his behalf.

- (ii) The contractor shall pay all levies, fees, taxes and charges etc., to the appropriate authorities and other bodies as required by them under their rules for the vehicles, equipment, employees and workers engaged by them. These charges shall be borne by the contractor. No reimbursement for such payments shall be claimed by the contractor from the Corporation.
- (iii) The contractor shall provide uniforms of different and distinct colours to the various categories of his workmen with their names and category embossed on their overalls.
- (iv) All the loaders/supervisors/employees of the contractor shall be required to sign the attendance register to be maintained by the contractor at the time of their reporting for duty and departure on completion of day's work.
- (v) The loaders, supervisors and all other employees of the contractor shall be subject to the security regulations of the Corporation including search by the security personnel of the Container Freight Station, at the time of their entry/departure from the CFS.
- (vi) The Corporation shall provide general security for the premises. The contractor shall have to take care of the container/cargo within the premises and it is the responsibility of the contractor for securing the cargo of all kind, before and after the custom examination till they are delivered to the concerned authorities or cargo is shifted back into container and the container is sealed. It is responsibility of the contractor also to ensure safe/secured and timely movement of the containers to the ports.

- (vii) The contractor shall ensure that delicate fragile/sensitive cargo/packages are handled carefully and as per directions given on the packages/baggage's or as per the direction of Manager, CWC, CFS-D'Node, Navi Mumbai/the Regional Manager, CWC, RO, Mumbai or any officer acting on his behalf.
- (viii) The contractor may be required to work during such hours of the day as prescribed by the Manager, CWC, CFS-D'Node, Navi Mumbai/ Regional Manager, CWC, Navi Mumbai. The duration of work or day may be fixed by the Manager, CWC, CFS-D'Node, Navi Mumbai/ Regional Manager, CWC, RO, Mumbai for any length of time during the currency of this contract. The work shall be carried out in eight hourly shifts, round the clock depending upon the quantum of work. The contractor may have to work even during the holidays if required, without additional remuneration.
- (ix) All operations covered under this contract shall be carried out by the contractor strictly under the directions of the Manager, CWC, CFS-D'Node, Navi Mumbai/ Regional Manager, CWC, RO, Mumbai or any officer acting on his behalf. Each Operation should be completed within the time frame in which it is ordered to be completed. Due to non-completion of the work if any claim received by the Corporation from the Shipping Line/Agent/CHA/Exporter/Any other agency, the same will be passed on to the contractor. The decision of the Regional Manager, CWC, Navi Mumbai in this regard shall be final and binding on the contractor.
- (x) THE CONTRACTOR SHOULD BE RESPONSIBLE TO MAKE GOOD THE LOSSES FOR ANY DELAY IN THE WORK, BESIDES PAYING PENALTY.
- (xi) This is to be noted that the payment for ISO containers of more than 20ft., in length will be regulated as 40ft., container only, irrespective of the size being 30', 35', 40' & 45' etc., and payment of such containers above 20' will be regulated accordingly. However the height of the container shall not be taken/given cognizance of as far as the rates are concerned. The rates of over dimensional/oversized cargo/flat rake/open top containers shall also be the same.
- (xii) The HTC shall be liable to provide technical worthiness certificate for all the equipments certified by Chartered Engineer plying in the CFS, as and when required by the Regional Manager, CWC RO, Mumbai and /or Customs Authorities for which the cost will be solely borne by the H&T.
- (xiii) The CWC, CFS-D'Node, Navi Mumbai is to operate 7 days a week and 3 shifts of Eight hours each day and the contractor shall be bound to undertake the jobs on all days of week and in all shifts of a day.
- (xiv) The contractor shall also reimburse the cost of electricity on actual basis consumed by them in connection with the carrying out the operations by using machines/ equipment etc., electrically operated.

8. EMPLOYEES PROVIDENT FUND & ESI

- 8.1 It will be the responsibility of the respective contractors to obtain separate code (identification number) for deposit of PF and ESI dues, with the concerned authorities directly, prior to commencement of work.
- 8.2 The onus of deposit of PF/ESI dues shall be on the contractor. Payment against contractor's bills will be released only when notarized copies of relevant challans, PF Registration / Code Number along with photocopies of attendance and payment registers are provided for the previous month (i.e. one month prior to the period for which the bill pertains).
- 8.3 It shall be mandatory for the contractor to obtain ESI and PF registration, and to obtain (or at least apply for) labour licence before the commencement of the work. (To enable the Contractor to apply for labour licence, necessary certificate of award of work shall be given by CWC)

9. LICENCE/PERMISSION/REGISTRATION

Wherever any Licence/Permission from or Registration with Local or State or Central Authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/Permission/Registration. Contractor shall also be liable for producing for inspection such certificates and licences as may be required by the Local/State/Central Authorities or CWC as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax.

Every tenderer, whose tender is accepted by the Corporation, shall immediately apply for license to the prescribed licensing authority through the CWC (Principal Employer) in terms of Section 12 of the Contract Labour (R&A) Rules 1971, before entering upon any work under the contract. The contractor shall also obtain temporary license, whenever required, under rule 32 of the relevant Rules, in case where he intends to employ more labour in number than that mentioned in the regular license for short duration, not exceeding 15 days. The contractor shall also make an application through the Principal Employer for renewal of the regular license at least two months before 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 finally rejected by the licensing authority/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, Navi Mumbai in this regard will be final and binding on the contractor.

10. INSURANCE:

It is advisable for contractor to take a suitable insurance policy for handling & Transportation of ISO Containers, and also for allied activities/risks, if any. This is in the interest of the contractor to cover himself from risks involved in Handling and & Transportation of ISO Containers/Cargo. Since this is a policy which protects the contractor, it is advisable that he takes such a policy for a value as he deems fit. It may be noted that this is not a mandatory requirement of CWC for fulfillment of this contract. CWC, however, will be recovering the value of any damage that has arisen while the cargo/containers were in the custody of the contractor from contractor's bills/Security Deposit/BG etc., irrespective of whether insurance policy has been taken by contractor or not.

11. JOINT SURVEY:

Situations may arise during the course of handling & Transportation of ISO Containers when a container containing cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of CWC / Consignor / Consignee / Insurance Company, etc. for assessment of loss/damage to cargo and / or container. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the contractor shall be under obligation to issue "Damage Certificate" to the Consignor/Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by CWC. Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to

settle all claims/liabilities, whatsoever, against CWC, which come to CWC under all such situations. The contractor may undertake to repair the damaged container, which has met with an accident under his custody, at his own initiative. This he shall do to the complete satisfaction of the concerned shipping line / CWC to which the container belongs to at the time of accident.

12. SAFETY

- 12.1 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 12.2 The contractor shall indemnify Central Warehousing Corporation, against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 12.3 No unauthorized person should be allowed to work on the equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

13. LIABILITY

- 13.1 The contractor shall be liable to compensate CWC for all damages, losses and claims in respect of damages / injuries to containers or cargo or to Customs or to any other person or damages to property belonging to CWC whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. Such compensation shall be determined by CWC and shall be recovered from pending bills or Security Deposit or Bank Guarantee / FDR under this or any other contract of the contractor with CWC for any other place / location.
- 13.2 CWC will not be liable to pay any compensation to the staff / labour of the contractor for the injuries / death while performing duty. In case CWC is to incur any liability, the same will be recovered from the contractor.

14. PAYMENTS, TAXES AND DUTIES:

- 14.1 Subject to any deductions, which CWC will be authorized to make under the terms and conditions of this contract, the contractor shall be entitled for payment for various cycles of activities performed by him at the end of the cycle, at rates finally accepted by CWC. The procedure of billing and payments will be as follows:
- 14.2 CWC will issue Job Orders for carrying out container handling and transport operations at CFS. The contractor, immediately after completion of the work as per cycles defined in SOR, should report the compliance of the Job Order in writing to enable CWC to issue the Work Done Statement, which should be enclosed along with the fortnightly handling / bills for the work done in the previous fortnight. Bills will not be entertained without the Work Done Statement.
- 14.3 In case of combined cycle activities defined in Scope of Work, the payment will be made at the successful completion of each cycle (e.g. stuffing / de-stuffing etc.) and the proportion for payment after each cycle will be decided by CWC official In- charge at CFS Dronagiri Node.
- 14.4 The contractor shall prepare and submit fortnightly/monthly bills in prescribed forms based on the quantum of work handled / transported during the previous month to the CFS I/c or Manager-CFS of CFS-Dronagiri Node. (The format in which the bills should be prepared by the contractor shall be in tune with the format in which CWC's reports are prepared. This will help to check the bills

faster.) Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, including TDS and/or any other levies at the prescribed rates. The aforesaid payment of the bill will ordinarily be made within (10) ten days of submission. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.

- 14.5. CWC will have the right to recover any over payment which might have been made to the contractor by CWC through inadvertence, error, etc., or any cause, whatsoever from handling bills and from the security deposit or any other amounts due to him. In the event of any such recoveries / adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within fifteen days of payment to this effect, failing which CWC will be at liberty to deduct the said amount from the future bills.
- 14.6 GST or any other tax on input material or services used by the contractor shall be payable by the contractor and Central Warehousing Corporation will not entertain any claim whatsoever in this respect.
- 14.7 Prices quoted are inclusive of all applicable taxes except GST. GST shall be paid extra at applicable rates subject to submission of tax invoice as per rule under GST law. CWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source. Under GST regime, the contractor is required to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Non-compliance would result in mismatching of claims and denial of input tax credit to CWC.
- Notwithstanding anything contained in agreement/contract, in case of such defaults by the contractor the amount of input tax credit denied in GST along with interest and penalty shall be recovered from the contractor.
- 14.8 The payment shall be made through e-payment system for which the following details shall be provided by the contractors immediately after commencing the contract:-
- Bank Account Number
 - Name of the Bank
 - RTGS Code Bank(IFSC code) (RTGS charges to be borne by the contractor)

15. TIME LIMIT FOR SUBMISSION OF BILLS

- 15.1 The contractor shall make a claim for the services rendered under this contract to CWC within (4) four months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 15.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by CWC. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

15.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the Regional Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the Regional Manager shall be final and binding on the contractor.

16. PAYMENT AGAINST ADDITIONAL OR EXTRA OR SUBSTITUTED SERVICES

16.1 The Contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by CWC, subject to the terms and conditions of this contract. The contractor shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations.

16.2 The rates for any new items of work or substitution of existing items by a modified item would be derived in the manner given below:

- (i) As far as possible, the rates of a new item of work or part of work would be derived from the existing rate schedule and would be acceptable to the contractor.
- (ii) If on any account it is not possible to derive the rates from the existing rate schedule, then the rate prevailing at a similar facility CFS nearby would be applicable.
- (iii) If no such rates are available even in the nearby facility, then market rates would be ascertained and paid for by CWC and accepted by the contractor.
- (iv) The decision of the Competent Authority (MD), CWC with respect to the rates for extra/substituted items of work will be final and binding.

17. DEDUCTIONS TOWARDS INCOME TAX, OR OTHER STATUTORY LEVIES AT SOURCE

Income Tax at the rate as applicable under 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 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, 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 Authorities and furnished to the Corporation at the commencement of each Financial Year.

18. FORCE MAJEURE

Notwithstanding anything in this agreement to the contrary neither the CWC nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of

said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

19. ARBITRATION

All disputes and differences arising out of or in any way touching or concerning this agreement, whatsoever (except the matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation. It will be no objection to any such appointment on the ground that the person so 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 such as employees of the Corporation, he had expressed views on all or any of the matter in dispute or difference. The award of such Arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act or resigning for any reason, the Managing Director, Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act or resigning shall appoint another person to act as Arbitrator in accordance with the term of this contract. Such person shall be entitled to proceed with the reference from the stage at which it 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, CWC, 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 contractor or of the Corporation 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 the liabilities under the contract.

The venue of arbitration shall be at such a 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 reasonably possible to continue during the arbitration proceedings and no payments due or payable to the contractor shall be withheld on account of such proceedings.

The cost of arbitration shall be borne by the parties as per the decision of the Arbitrator.

The Arbitrator shall give separate award in respect of each dispute or differences referred to him.

Subject as aforesaid the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this Clause.

EXPLANATION:

For the purpose of this Clause, the expression 'Managing Director' shall include any officer for the time being performing the duties of the Managing Director of the Central Warehousing Corporation, New Delhi.

20. SUBLETTING NOT ALLOWED

The contractor shall not sublet, transfer, or assign the contract or any part thereof, without the previous written approval of CWC. In case the contractor contravenes this condition, CWC shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him.

21. DEATH OF THE CONTRACTOR

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/

22. NOTICE ETC.

Save as otherwise provided, all notices issued and action to be taken for and on behalf of the Regional Manager, CWC, shall be issued or taken on his behalf by the official, in charge of the CFS Dronagiri Node or officer so nominated by the Competent Authority. The contractor shall furnish to Regional Manager, Mumbai Region of CWC/Manager CFS, the name(s), designation(s) and address(s) of his authorized representative and all complaints, notices communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorized representative or left at or posted at the address so given.

23. WAIVER OF DAMAGES

- 23.1 In case of Accidents, fire, fog, congestion, etc., the Manager CFS may condone the delay in execution of job orders and no damages would be imposed in such an eventuality, provided the incident warranting such an action by the Manager CFS is brought out clearly on record.
- 23.2 Notwithstanding anything contained hereinabove, the REGIONAL MANAGER shall be the Authority to consider waiver of any damages imposed under this contract, by the Manager CFS, in part or full, at his sole discretion.

24. INTERPRETATION OF THE CLAUSE

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

25. Handling & Transportation Contractor (HTC) shall have to follow the provisions of Customs Act, 1962 and the “Handling of Cargo in Customs Areas Regulations, 2009” & rules regulations framed thereunder from time to time in its letter & spirit. As per Regulation 6(2) of the “Handling of Cargo in Customs Areas Regulations, 2009” the Corporation is required to seek permission from the Customs for the purpose of appointment of HTC. Any delay in getting the required permission from the Customs, shall not entitle the HTC to claim any compensation/ damages against the Corporation.

26. SET OFF

Any sum of money due and payable to the contractor (including security deposit refundable to him) 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 this or under any other contract made by the contractor with the Corporation.

ANNEXURE - I

Letter for submission of tender

From

To
The Regional Manager,
Central Warehousing Corporation,
Regional Office, Mumbai,
Sector 20, Near APMC Fruit Market,
Navi Mumbai-400703.

Dear Sir,

Sub: TENDER FOR APPOINTMENT OF CONTRACTOR ON AD-HOC BASIS FOR HANDLING & TRANSPORTATION OF ISO CONTAINERS/CARGO AT CWC, CFS - D'NODE, .

Ref: Open Tender Notice No.: **CWC/RO-MUM/BUSS-D'NODE H&T/2021-22/** **Date: 04.10.2021**

In response to your Tender Notice no. **CWC/RO-MUMBAI/CFS - D'NODE-HTC/2021-22/** Dt: **04.10.2021** for Open Tender for Handling & Transportation of ISO Containers/Cargo at CWC,CFS - D'NODE, I/We a Company/Partnership Firm/an Association /Sole Proprietor/Karta of HUF, Cooperative (in the case of a firm, an association or a syndicate, please set out here full names of all the Directors, partners or members) carrying out business at..... hereby submit our offer.

I/we agree that this offer shall be valid for a period of ninety days (90) days plus 30 days from the last date for submission of the tender.

I/we hereby declare that we have read and understood and agree to abide by and fulfill the Terms and Conditions including General conditions of Contract, which shall be deemed to form an integral part of this offer.

We undertake that no changes/amendments/alterations have been made in the tender form downloaded and submitted online.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm, association/syndicate, either by death, exclusion or retirement of any partner or member or by the admission of a new

partner or member (this clause shall apply where the tenderer is a firm/association or syndicate).

I/we have also enclosed proof of payments towards tender fee, processing fee along with the tender documents and its relevant enclosures.

I/We hereby declare that this tender on acceptance communicated to you shall constitute a valid and binding contract between us.

Date:

Yours faithfully,

(Signature and seal of the Tenderer)

Encl:
.....
.....

ANNEXURE - II

Bidder's General Information

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

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

[3] Registered office address
.....

[4] Address of the tenderer and ...

[5] Telephone no.

[6] Fax No. /.....

[7] E Mail address:.....

[8] Website.....

[9] GST Registration No.....

[10] Pan No.

[11] DETAILS OF SISTER CONCERNS

[a] Name & Address

[b] Activities engaged in by Sister Concern

[c] Names, address & Telephone Nos. of Proprietors/ Directors/ Partners of Sister Concern.

[12] TENDERER'S BANKS DETAIL : -

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

Place _____

Dated _____

(Capacity in which signing)

ANNEXURE - III

TERMS FOR MICRO & SMALL ENTERPRISES

- a) Tender document shall be provided free of cost to Micro & Small Enterprises (MSEs).
- b) MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit (EMD).
- c) MSEs who are interested in availing themselves of these benefits and preferential treatment will enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
- (i) District Industries Centres
 - (ii) Khadi & Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Any other body specified by Ministry of MSME
- d) The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose an attested /self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- e) The benefits as stated above to MSE,
- f) shall be available only for goods/services produced & provided by MSEs for which they are registered.
- g) In case the MSE does not fulfil the criteria at Sr. No.(c),(d) and (e) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dtd.23.03.2012 and other notification issued thereafter.
- h) Participating MSEs quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro & Small Enterprise and such Micro & Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately(to tendered quantity).However, for procurement of services or supplies where quantity is not splittable or non- dividable ,MSE quoting price within the price band or L1+15% may be awarded for full/complete supply of total tendered value.

ANNEXURE - IV

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

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

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

Place:
Date:

(Authorized Signatory)

ANNEXURE -V

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

POWER OF ATTORNEY

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

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

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

(In H&T tenders in the case of Consortium / Joint Venture)

Our firm is a Member / Lead Member of the Consortium of _____
_____ and _____. Dated this the _____ day of
_____ 20

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

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

- procedure if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Power of Attorney is to be attested by Notary.
- Seal of the Proprietorship firm / Partnership firm / Company
- Witness 1: _____ Witness 2: _____
- Name: _____ Name: _____
- Address: _____ Address: _____
- Occupation: _____ Occupation: _____

Notes:

In case the Firm / Company is a Member of a Consortium / JV, the authorized signature has to be the one employed by the Lead Member.

- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- **Power of Attorney is to be attested by Notary.**

ANNEXURE-VI

FORMAT OF THE LETTER OF COMMITMENT

(The Letters of Commitment shall be submitted by each of the Member Entities of the Bidding Consortium whose strengths are to be considered for evaluation)

Date:

Place:

**The Regional Manager
Central Warehousing Corporation
Regional office
Mumbai, Sector-20, Near APMC Market,
Mumbai - 400 703.**

Dear Sir,

Sub: Tender for appointment of contractor for Handling & Transportation of ISO containers/Cargo at CFS, D'NODE- reg.

This has reference to the Proposal being submitted by _____ (name of the Lead Member), in response to the tender document downloaded by us on _____ / issued by the Central Warehousing Corporation on _____.

We hereby confirm the following:

1. We _____ (name of the Member Entity), have examined in detail and have understood and satisfied ourselves regarding the contents including the following:
 - The "Tender Document" issued by CWC
 - All subsequent communications between CWC and the Bidding Consortium represented by _____ (name of the Lead Member);
 - The MOU signed between/among _____ (name(s) of member entities; and
 - The tender being submitted by _____ (name of the Lead Member).
2. We have satisfied ourselves regarding our role as _____ (here give a brief description of the role) in the work as specified in the Proposal. If _____ (name of the Bidding Consortium) is awarded the work we shall perform our role as outlined in the Proposal to the best of our abilities.
3. The nature of our legal relationship with the Member Entities of the Bidding Consortium is specified in the Proposal, as per the requirements stated in the RFP.
4. We shall be jointly and severally liable and responsible for the due and faithful performance of all obligations under the Agreement with CWC.
5. We therefore request CWC to consider our strengths, our experience, and our track record as specified in the proposal pursuant to the conditions specified in the RFP, for the purposes of evaluation of the Proposal.

Signature

Name of Authorized Signatory

Seal of the tenderer

ANNEXURE-VII

PRINCIPLES OF THE MEMORANDUM OF UNDERSTANDING TO BE EXECUTED BETWEEN THE MEMBER ENTITIES OF A BIDDING CONSORTIUM

The principles based on which the Memorandum of Understanding (MOU) shall be executed between/among the Member Entities of a Bidding Consortium, are stated below:

1. The MOU should clearly specify the roles and responsibilities of each of the Member Entities. It is expected that the individual members have role definitions not conflicting with that of the other members of the consortium. The operational responsibility should be assigned to only one of the Member Entities.
2. The MOU should clearly designate one of the Member Entities as the Lead Member.
3. The Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders, etc. of the Member Entities.
4. The MOU should be duly signed by each of the Member Entities.
5. The MOU should be executed on a stamp paper of appropriate value.
6. The MOU should be specific to the work specified in the tender.
7. The MOU shall provide that each of the member entities shall be a party to the agreement with CWC and shall be jointly and severally responsible and liable to fulfill all the obligations to be assumed by the Bidder under the agreement with the CWC at all times during the period of the validity of the agreement.
8. The MOU shall provide that no Member Entities shall withdraw from the agreement with CWC without the prior written approval of CWC, which CWC may refuse if in CWC's opinion such withdrawal will be prejudicial to the interest of CWC.
9. (a) The MOU shall provide that if the Member Entities desire to establish a Special Purpose Vehicle (SPV) to implement the agreement with CWC, Special Purpose Vehicle shall not undertake any other activity without the prior approval of CWC; (b) the Lead member shall hold minimum of 40% of the voting shares in the Special Purpose Vehicle and out of the balance at least 20% of the voting shares shall be held by other Member Entities and (c) notwithstanding the Special Purpose Vehicle, responsibilities, obligations and liabilities of member entities to CWC shall continue without any change.

ANNEXURE - VIII

FORMAT OF WORK EXPERIENCE CERTIFICATE

The experience certificate should be on the letter head of the issuing organization.

“This is to certify that M/s._____ have worked as our Handling / transportation / Port related operations / CFS related operations (involving Exim container/cargo operations) contractor for the work of(Appropriate name of operation to be written).....of ISO Containers and their performance were found satisfactory. The details of work done relating to ISO Containers by them during the previous _____years have been as under:-

Sl. No.	Year	Quantity of work done in TEU	Place of work	Value of work done (Rs.)

Date:

Signature
Name& Designation of signing authority
Seal of the Company / Organization

ANNEXURE - IX

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

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

This Deed of Guarantee made this ____day of ____between ____ (Name of Bank) having its registered office at _____[place) and one of its local offices at _____(hereinafter referred to as the Surety), in favour of Central Warehousing Corporation, a Statutory Corporation established under the Central Warehousing Corporation Act, 1962 having its Corporate Office at 4/1 Sri Institutional Area, August KrantiMarg, 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 up to _____ 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)

ANNEXURE - X

FORMAT OF NET WORTH

A. The Net worth of Mr./Ms./M/sfor last Financial Yearis Rs..... lakhs as per his/her/their books of Accounts.

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

Signature of Chartered Accountant

Name:

Membership No.:

Seal

ANNEXURE - XIPARTICULARS OF VEHICLE/ EQUIPMENT TO BE DEPLOYED TOWARDS THE CONTRACT**EQUIPMENT & VEHICLE REQUIREMENT:**

S.No.	Vehicles/equipment	Qty. required	Year of manufacture	Owned or leased or hired
1.	Trailer with cab (to carry 1*20'/22' or 1*40'/45' containers & suitable vehicle for handling ODC containers) for external transportation	15 nos.	Not more than five years old from the date of publication of tender (Tenderer has to ensure that the equipment is not more than 5 years old at any given time during the entire period of the contract.	15 nos. to be owned or to be on lease or hire basis. 5 will be on non-encumbered basis
2.	Container handling Reach stacker of 40 MT Capacity with spreaders for lifting / handling empty and loaded ISO / DSO containers of all type / sizes and lift on/lift off from 2nd row two deep, with capability to stack G+3 high.	1 nos.	Not more than five years old from the date of publication of tender (Tenderer has to ensure that the equipment is not more than 5 years old at any given time during the entire period of the contract.	1 nos. to be owned or to be on lease or hire basis.
3.	Empty handler 10 MT	1 nos.	Not more than five years old from the date of publication of tender (Tenderer has to ensure that the equipment is not more than 5 years old at any given time during the entire period of the contract.	1 nos. to be owned or on leased/hire basis
4.	Crane 50 MT with rubber	One	Good working	Owned or hired or

	tyres and outriggers / wooden blocks for cargo handling of all types of machinery, jumbo bags, marble blocks, etc. with operational accessory.		condition*	leased.
5.	Cargo forklifts - for handling of cargo and standard pellets upto 3 MT for stuffing/de-stuffing of containers.	Fifteen	Good working condition*	Owned or hired or leased. Out of 15 nos. of forklift, 5 will be on non-encumbered basis
6.	5 MT Fork lift for cargo handling	One	Good working condition*	Owned or hired or leased
7.	Cargo Handling Trolleys	50 No.	Good working condition*	Owned or hired or leased

The tenderer should submit a self-declaration and undertaking as per Annexure-XIV

Notes:

- a) Non encumbered equipment means that the equipment need not be idling at the CFS when there is no work.
- b) The contractor may have to increase the equipment at any point of time on short notice, and they may also have to replace the equipment with new equipment as per operational requirement.
- c) In the case of owned trailers, the ownership should be in the name of the owner / firm (in case of proprietary firms), in the name of the partner / firm (in case of partnership firms) or in the name of any one or more Directors / Company (in case of a Company).
- d) For vehicles on hire / lease, a consent letter bearing signature and seal, on the letterhead of the owner must be provided, showing willingness to lease out vehicles during the entire period of the contract (contract period of 3 months, with a provision of extension up to 3 months on satisfactory performance for initial three months).
- e) The tenderer must provide adequate number of 20' / 22' length trailers for transportation of 20' / 22' containers as at some locations 40' trailers do not have access to the customer's premises.
- f) The contractor will have to replace the vehicles, if rules / laws are changed by Government, in respect of vintage or axle payload of the vehicle.
- g) Suitable vehicles would be deployed, capable of carrying containers of different weights, in accordance with the laws of the Central / State Government in force, from time to time. In case of carriage of a 20' / 22' container on a 40' / 45' trailer, payment would be admissible for 20' / 22' container only for the weight of the container.
- h) The tenderer must submit detailed deployment plan in the requisite format (Annexure-IV) for the equipment / vehicles asked for in the tender along with consent letter from owners of hired equipment.
- i) The contractor shall provide Low bed vehicles for ODC (Over Dimensional Container) movement, if the dimensions of the container warrants. Such vehicles shall be provided as per the requirement and shall be essentially non-encumbered.
- j) All transportation by road shall meet the requirement of Carriage by Road Act 2007 & rules/regulations framed there under from time to time.

- k) The contractor shall also arrange to deploy helper who should be educated enough to prepare the container tally and daily availability report of equipment on shift / daily basis for further endorsement by shift staff & certification by Manager-CFS. The desired format, in which tallies / availability reports are required to be furnished, shall be designed in consultation with Manager-CFS. Helper of the equipment shall essentially report to Yard I/C or M-CFS on daily basis and intimate the status of the machines and also receive deployment instructions.

The tenderer should also provide additional equipment as specified in para 4.5 of chapter- III the tender document within the notice period mentioned therein for which no separate payment will be made other than the cycle rates.

NOTES:-

- a) In the case of owned equipment, the ownership should be in the in the name of the owner / firm (in case of proprietary firms), in the name of the partner / firm (in case of partnership firms) or in the name of the Company or any one or more Directors / Company (in case of a Company) as on the date of the submission of tender bids. Similarly, the /leasing arrangement for balance equipment should be in place as on the date of the submission of tender bids.
- b) Owned equipment can be deployed immediately from the date of the issuance of LOI. However, the tenderer should specify the interim arrangement clearly indicating the source along with a consent letter from the owners for the use of such equipment by the tenderer for the entire duration of the contract in the requisite format (**Annexure XIII**).
- c) Rest of the equipment could be on hired/leased basis, for which, the tenderer should submit a consent letter from the owners for the use of such equipment by the tenderer(s) during the entire duration of the contract (contract period of 03 months).
- e) The tenderer must submit detailed deployment plan in the requisite format (**Annexure-IV**) for the equipment asked for in the tender along with consent letter from owners of hired equipment.
- f) The contractor will have to replace the equipment, if rules /laws are changed by Government, in respect of vintage or axle payload of the equipment.

PARTICULARS OF EQUIPMENT & VEHICLES OFFERED UNDER THE CONTRACT

(Please note that in case of ownership criteria of handling equipment/vehicle, the specified number of handling equipment/vehicle must be owned by the tenderer by the date of the submission of tender bids. Similarly, the hiring arrangement for balance equipment/vehicle should be in place by the date of the submission of tender bids.)

Sl.	EQUIPMENT/VEHICLES OFFERED FOR THE WORK	MODEL/MAKE/ YEAR OF MANUFACTURE	RC DETAILS	OWNERSHIP DETAILS AND CURRENT DEPLOYMENT
1.	Reach Stacker - 1Nos.			
2.	Empty handler 10 MT - 1 Nos.			
3.	Trailer with cab (to carry 1*20'/22')			

	or 1*40'/45' containers & suitable vehicle for handling ODC containers) for external transportation - 15 nos.			
	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
4.	One (1) Crane 50 MT with rubber tyres and outriggers/wooden blocks for cargo handling of all types of machinery, jumbo bags, marble blocks, etc. with operational accessories.			
5.	Fifteen (15) Cargo forklifts-for handling of cargo and standard pallets upto 3 MT for stuffing/de-stuffing of containers.			
	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			

	15			
3.	One (1) 5 MT Fork lift for cargo handling.			
4.	Cargo handling trolleys (50 Nos.)			

Note: Please enclose attested copy of registration book for each equipment/vehicle owned by tenderer in its name. For all other cases for equipment/vehicles not owned by the tenderer an undertaking or agreement from owners for use of such equipment/vehicle by the tenderer during the duration of the contract including the extendable period, must be enclosed in addition to the attested copy of RC Book.

Signature
Name of the authorized signatory
Seal of the tenderer

ANNEXURE - XII**DEPLOYMENT PLAN FOR EQUIPMENT/VEHICLE AT CFS-DRONAGIRI NODE**

In response to your Tender No-----inviting offers for --- handling & transportation of containers at CWC, CFS-DRONAGIRI NODE, I/ We ----- (name of the firm/company) propose to deploy the equipment/ vehicles asked for in the tender as under:

I. Owned Equipment/Vehicle proposed to be deployed on date of commencement of contract:

Sr.No	Equipment/Vehicle	Nos.	Name of the owner

II. Owned Equipment/Vehicle proposed to be deployed immediately from the date of the commencement of the contract:

Sr.No	Equipment/Vehicle	Nos.	Name of the owner

The above equipment/ vehicle is proposed to be arranged by us within 120 days as under:

III. Hired Equipment/vehicle proposed to be deployed immediately from the date of commencement of contract till positioning of owned equipment/vehicle:

Sr.No	Equipment/Vehicle	Nos	Name of the owner	Whether consent letter

IV. Hired Equipment proposed to be deployed for the entire duration of the contract (including extended and obligatory period).

Sr.No	Equipment/Vehicle	Nos	Name of the owner	Whether consent letter

1. The equipment/ vehicle mentioned above meet all the specifications of capacity, make, type, year of manufacture, etc. as specified in the tender.
2. We hereby agree to submit our equipment / vehicles for inspection by CWC officials prior to commencement of the contract / within the stipulated period to verify that the equipment / vehicles meet the specified criteria and that the documents are valid and in order. It is also agreed and understood that in case of delay in positioning of equipment/vehicle meeting the requisite criteria within the stipulated period , penalties would be leviable on us by CWC as stipulated in para 4.2 of Chapter III of the tender document.
3. We hereby agree and undertake that the equipment/vehicles as offered above will not be withdrawn for the duration of the contract as agreed to above.

Sd/-

Name of authorized signatory
Signature with Seal of the firm

ANNEXURE - XIII**CONSENT LETTER (FROM OWNERS OF HIRED EQUIPMENT/VEHICLE ON THEIR LETTER HEAD)**

"I / We, ----- being the proprietor / partner/ director of -----(Proprietorship / partnership firm/company) being the owner of the equipment/vehicles as per details given below desires to hire out the following equipment/vehicles to M/s.----- who is bidding for the tender for handling & transportation of ISO containers at CFS-DRONAGIRI NODE floated by CWC.

S.N.	Equipment/Vehicle	Nos.	Regn. No. make and year of manufacturing

- a. The equipment/vehicles mentioned above shall be hired out by us to M/s. ----- (tenderer) for a period of for 120 days starting from the date of commencement of the contract, (if awarded by CWC to the party) or the positioning of owned equipment/vehicle by the party at the CFS, whichever is earlier.

(Alternatively)

The equipment/vehicle mentioned above shall be hired out by us to M/s. ----- (tenderer) for the entire duration of the contract, (extended period in terms of clause-10 of chapter-II) starting from the date of commencement of the contract, (if awarded by CWC to the party) .

- b. We have no objection to the equipment/vehicle being utilized for handling & transportation activities in CWC's CFS-DRONAGIRI NODE as per instructions of CWC.
 c. I / We hereby agree and undertake that the equipment/vehicle as offered above will not be withdrawn for the duration as indicated in para (b) above.

Sd/-

Name of authorized signatory

Signature

Seal of the firm

ANNEXURE - XIV

SELF-DECLARATION & UNDERTAKING

I/We.....hereby declare that equipment/vehicles i.e. Trailer with cab (to carry 1*20'/22'or 1*40'/45' container) - 15 Nos., Reach Stacker (40 MT) - One (01) Nos., Empty Handler (10 MT) - One (01) Nos., Crane (50MT) - One (01) Nos., Cargo forklifts up to 3 MT - 15 Nos., Cargo forklift (5MT) - One (01) Nos., Cargo Handling Trolleys - 50 Nos. and other equipment as offered in the tender are in good working condition.

I/Wefurther undertake to replace any of them, if found non-functional at any point of time during currency of the contract and its extended period or as per the advice of the CWC, to avoid dislocation of operation.

Signature
Name of Authorized Signatory
Seal of the tenderer

ANNEXURE - XV

COMPLIANCE TO BID REQUIREMENT

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

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

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

Stamp and signature of the bidder: _____

Name of the bidder : _____

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

ANNEXURE - XVIUNDERTAKING THAT TENDERER IS NOT BLACKLISTED/DEBARRED.**CENTRAL WAREHOUSING CORPORATION**

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

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

Remarks _____

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

5. Declaration about relationship with Employee of CWC

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

6. Declaration of membership of any Goods Transport Association.

Give details if so;

Name & Address of the Association;

With Telephone/Fax No.

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

DISQUALIFICATION CONDITIONS

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

(Signature & Seal)
(Authorized Signatory)

ANNEXURE - XVII

UNDERTAKING
(Compulsory ink signed)

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

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

Date:

Authorised signatory

ANNEXURE - XVIIIESTIMATED ANNUAL VOLUME OF CONTAINERS HANDLED & TRANSPORTED AT CFS, D'NODE

Activity Code	**BRIEF DESCRIPTION OF ACTIVITY	Volume of containers handled			
		20'	40'	Total TEUs	TOTAL QUINTALS
	EXPORT				
E-1	CARTING OF CARGO, EXAMINATION, STUFFING AND MOVEMENT OF LOADED CONTAINER FROM CFS-D'NODE TO JN PORT (NORMAL CONTAINER).	1546	1397	4340	0
E-2	CARTING OF CARGO, EXAMINATION, STUFFING AND MOVEMENT OF LOADED CONTAINER FROM CFS-D'NODE TO JN PORT (REEFER CONTAINER).	3	39	81	0
E-3	CARTING OF CARGO, EXAMINATION, STUFFING OF CONTAINER AND MOVEMENT OF LOADED CONTAINER FROM CFS-D'NODE TO JN PORT (ODC CONTAINER).	5	18	41	0
E-4	DE-STUFFING OF LOADED CONTAINER	2	0	2	0
E-5	REWORKING OF LOADED CONTAINER	6	2	10	0
E-6	MOVEMENT OF EXPORT/BUFFER LOADED CONTAINER FROM LCY TO PORT.	511	201	913	0
E-7	MOVEMENT OF EXPORT HUB CONTAINER FROM PORT TO CFS & DE-STUFFING.	0	0	0	0
E-8	MOVEMENT OF EXPORT HUB CONTAINER FROM PORT TO CFS & DE-STUFFING WITH EMPTY RE-POSITIONING.	0	0	0	0
E-9	MOVEMENT OF EXPORT SHUT-OUT LOADED CONTAINER FROM PORT TO LCY- CFS-D'NODE:	17	9	35	0
E-10	RE-MOVEMENT OF EXPORT SHUT-OUT LOADED CONTAINER FROM LCY TO PORT.	14	5	24	0

	IMPORT				
I-1	MOVEMENT OF LOADED CONTAINER (LCL) FROM JN PORT TO CFS-D'NODE, DESTUFFING WITH REPOSITIONING OF EMPTY CONTAINERS (NORMAL CONTAINER)	0	0	0	0
A	UP TO 23 MT GROSS	0	0	0	0
B	ABOVE 23MT to up to 27 MT GROSS	0	0	0	0
C	ABOVE 27 MT GROSS	0	0	0	0
I-2	MOVEMENT OF LOADED CONTAINER (LCL) FROM JN PORT TO CFS-D'NODE WITH REPOSITIONING OF EMPTY CONTAINERS (NORMAL CONTAINER WITH R-SCANNING)	0	0	0	0
A	UP TO 23 MT GROSS	0	0	0	0
B	ABOVE 23MT to up to 27 MT GROSS	0	0	0	0
C	ABOVE 27 MT GROSS	0	0	0	0
I-3	MOVEMENT OF LOADED CONTAINER (FCL) FROM JN PORT TO CFS-D'NODE (NORMAL CONTAINER)	0	0	0	0
A	UP TO 23 MT GROSS	0	1	2	0
B	ABOVE 23MT to up to 27 MT GROSS	0	0	0	0
C	ABOVE 27 MT GROSS	0	0	0	0
I-4	MOVEMENT OF LOADED CONTAINER FROM JN PORT TO CFS-D'NODE (NORMAL CONTAINER WITH R-SCANNING)	0	0	0	0
A	UP TO 23 MT GROSS	0	0	0	0
B	ABOVE 23MT to up to 27 MT GROSS	0	0	0	0
C	ABOVE 27 MT GROSS	0	0	00	0
I-5	MOVEMENT OF LOADED CONTAINER FROM JN PORT TO CFS-D'NODE (REEFER CONTAINER)	0	0	0	0
A	UP TO 23 MT GROSS	0	0	0	0
B	ABOVE 23MT to up to 27 MT GROSS	0	0	0	0
C	ABOVE 27 MT GROSS	0	0	0	0
I-6	MOVEMENT OF LOADED CONTAINER FROM JN PORT TO CFS-	0	0	0	0

	D'NODE (REEFER CONTAINER WITH R- SCANNING)				
A	UP TO 23 MT GROSS				
B	ABOVE 23MT to up to27 MT GROSS				
C	ABOVE 27 MT GROSS				
I-7	MOVEMENT OF LOADED CONTAINER FROM JN PORT TO CFS- D'NODE (ODC CONTAINER)	0	0	0	0
A	UP TO 23 MT GROSS	0	0	00	0
B	ABOVE 23MT to up to27 MT GROSS	0	0	0	0
C	ABOVE 27 MT GROSS	0	0	0	0
I-8	EXAMINATION OF IMPORT LOADED CONTAINER	0	0	0	0
A	UP TO 25 %	0	0	0	0
B	ABOVE 25%	0	0	0	0
I-9	EXAMINATION OF IMPORT LOADED CONTAINER & DELIVERY ON SAME DAY	0	0	0	0
A	UP TO 25 %	0	0	0	0
B	ABOVE 25%	0	0	0	0
I-10	IMPORT LOADED CONTAINER DESTUFFING & DELIVERY WITH EMPTY REPOSITIONING	0	0	0	0
I-11	LCL/ITP CARGO DELIVERY	0	0	0	00
	GENERAL				
G-1	MOVEMENT OF EMPTY CONTAINERS BETWEEN CWC, CFS-D'NODE AND JN PORT & VICE-VERSA	0	4	8	0
G-2	MOVEMENT OF EMPTY CONTAINERS BETWEEN CFS-D'NODE & VARIOUS CFSs / CYs & VICE VERSA	0	20	40	0
G-3	MOVEMENT OF LOADED CONTAINER BETWEEN JN-PORT & VARIOUS CFSs / CYs & VICE VERSA	0	0	0	0
G-4	MOVEMENT OF LOADED CONTAINER BETWEEN VARIOUS CFSs / CYs & CFS-DNODE & VICE VERSA	0	0	0	0
G-5	WASHING CLEANING OF EMPTY	0	0	0	0

	CONTAINERS.				
G-6	SHIFTING OF CARGO FROM ONE PLACE TO OTHER PLACE WITHIN CFS COMPLEX	0	0	0	00
G-7	DELIVERY OF BACK TO TOWN CARGO	0	0	0	0
G-8	RETRIEVAL & LIFT-ON OF CONTAINERS ONTO ROAD VEHICLE	0	0	0	0
G-9	SHIFTING OF EMPTY/LOADED CONTAINERS WITHIN THE COMPLEX	0	0	0	0
G-10	LIFT ON/OFF CONTAINERS INTO/FROM ROAD VEHICLE TO LCY/ECY	0	0	0	0
G-11	DELIVERY OF CARGO/PALLETISATION	0	0	0	0

Note: Volume against the items where NIL position or less than 100 has been indicated may be taken as 100 Nos. for the purpose of evaluating the price bid and ascertaining L-I tenderer.

ANNEXURE XIXPRE CONTRACT INTEGRITY PACT(Compulsory Ink signed on each page)General

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

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

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

NOW, THEREFORE,

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

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

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

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

[1] Commitments of the Corporation

- [1.1] The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- [1.2] The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- [1.3] All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- [2] In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

[3] **Commitments of BIDDERS**

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

- [3.1] The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- [3.2] The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the

corporation.

- [3.3] The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- [3.4] The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- [3.5] The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- [3.6] The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- [3.7] The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- [3.8] The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- [3.9] If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- [3.10] The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION

[4] **Previous Transgression**

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

[5] Earnest Money (Security Deposit)

While submitting Technical bid, the BIDDER shall furnish Bid Security Declaration with the tender document.

[6] Sanctions for Violations

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

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

- [ix] In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
- [x] Forfeiture of Performance Bond in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- [6.1] The CORPORATION will be entitled to take all or any of the actions mentioned at para 6 (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] Independent Monitor

- [7.1] The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission Shri Diwan Chand Arya New Delhi.
- [7.2] The CORPORATION has appointed Sh. Shah Nawaz Ali, Flat No.-301, SMR's Oasman Vinay Heights, Keshav Nagar, Mettuguda, Secundrabad-500017, Telangana as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
- [7.3] 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.
- [7.4] The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- [7.5] Both the Parties accept that the monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- [7.6] 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.
- [7.7] 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.
- [7.8] 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.
- [7.9] 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.

[8] 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.

[9] Law and Place of Jurisdiction

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

[10] 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.

[11] Validity

[11.1] 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.

[11.2] 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.

[11.3] The parties hereby sign this Integrity Pact at _____ on _____

CORPORATION
Name of the Officer
Designation
Witness
1. _____
2. _____

BIDDER

Witness
1. _____
2. _____

ANNEXURE - XXSPECIMEN OF AGREEMENT

(TO BE EXECUTED ON NON-JUDICIAL BOND PAPER OF RUPEES ONE HUNDRED)

THE CENTRAL WAREHOUSING CORPORATION having agreed to award the contract of handling cargo of ISO containers/cargo at CFS-DRONAGIRI NODE and any extension and, Central Warehousing Corporation, CFS-DRONAGIRI NODE and various allied operations, in response to the submission of sealed tender by me/us on _____ to the Regional Manager, Central Warehousing Corporation, Regional Office, Mumbai I /We (here enter full name and address of the contractor) (_____)am/are executing this agreement on _____ and hereby confirm that I/We have thoroughly examined and understood the terms and conditions of the invitation of tender bearing no. _____ dated _____ issued by the Regional Manager, Central Warehousing Corporation, Mumbai for appointment of handling and transport contractor, in respect of handling and transportation of Containers/containerized cargo and other incidental services, etc., and agree to abide by them.

I/We am/are willingly undertaking the said work consequent on the approval of the tender submitted by me/us to the Regional Manager, Central Warehousing Corporation, Mumbai, the rates specified in the Annexure- hereto which forms part of this agreement, and as per terms and conditions of the tender.

I/We assure the said Corporation that I/We shall undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. This agreement shall remain in force for a period of ... years from the date of commencement of contract with a provision to further extension in terms of clause 10 of chapter-II on the same rates, terms and conditions.

CONTRACTOR CAPACITY IN WHICH SIGNING	REGIONAL MANAGER, CENTRAL WAREHOUSING CORPORATION, REGIONAL OFFICE, MUMBAI
WITNESS:- 1. 2.	WITNESS:- 1. 2.

ANNEXURE-XXI

Bid Securing Declaration

To,

The Regional Manager
Central Warehousing Corporation
Regional Office Address.....

I/We. The undersigned, declare that;

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with Central Warehousing Corporation for a period of next 5 (Five) years from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the CWC during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if, I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Stamp and signature of the bidder: _____

Name of the bidder: _____

ANNEXURE-XXIICHECK POINTS FOR PREPARATION OF BIDS BY THE BIDDERS

		YES	NO
i	(a) Whether Affidavit as per Annexure-IV uploaded in case the bidder is a Proprietorship Firm.		
	(b) Whether certified copy of partnership deed uploaded in case the bidder is a Partnership Firm.		
	(c) Certified Copy of Certificate of Incorporation, Memorandum of Association and Articles of Association ; and in any other case certified copy of certificate of incorporation uploaded in case tenderer is a Company(whether Private or Public).		
	(d) Power of Attorney in favour of signatory(ies) duly attested by Notary is uploaded as per Annexure-V		
	(e) Copy of Affidavit duly attested by the Notary as per Annexure-XVII is uploaded certifying that the documents submitted along with the tender documents are under his knowledge and are authentic, genuine, copy of their original and no part of them is false, forged or fabricated.		
	(f) Copy of Registration Certificate in case of a Co-operative Society / LLP and copy of authority Letter / power of attorney as may be applicable uploaded.		
	(g) Copy of letter of commitment by each member entities of bidding consortium and also MoU executed as per Annexure-VII		
ii	Whether experience certificate as per eligibility criteria uploaded.		
iii	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)		
iv	Whether copy of GST Registration Certificate		
v	b) Whether copy of PAN Card uploaded		
vi	a. Whether Bid Security Declaration uploaded as per Annexure XXI.		
	b. Whether proof of payment of cost of tender document uploaded.		
vii	Whether Pre-Contract Integrity Pact as per Annex.-XIX		
viii	a) Proof of ownership of the owned equipment/vehicles and consent letter from the owner of hired/leased equipment/vehicles uploaded as per Annexure-XIII .		
	b) Is the registration certificate for the equipment / vehicles available and if yes, have you enclosed the copy of RC issued by the Licensing Authority?		

	c) Is the RC valid and if not, have you attached document-establishing validity of the RC?		
ix	Proof of exemption from tender fee in case of MSEs (Details of registration with any of the agencies mentioned in the notification of Ministry of MSME). Detailed Terms for Micro and Small Enterprises are mentioned at Annexure-III		
x	Have you enclosed statement of deviations and exceptions if any?		
xi	Have you submitted a write up on your organization?		
xii	Have you submitted rates in the rate bid schedule as per Annexures-XXIII ?		
xiii	Whether a self-certificate that the bidder is not blacklisted by any Central/State Govt./PSUs or Local Govt. Deptt/ Autonomous Body as on the date of application and is not debarred from participation in the tender process is enclosed as Annexure - XVI.		
xiv	Whether Undertaking from the bidder on letter head for downloading the tender document from CWC website is enclosed in original?		
xv	Whether Compliance to bid requirement as per Annexure-XV submitted on the letter head of the bidder?		

CENTRAL WAREHOUSING CORPORATION

(A GOVERNMENT OF INDIA UNDERTAKING)

REGIONAL OFFICE: MUMBAI

PRICE BID (PART-II)

OPEN TENDER FOR APPOINTMENT OF CONTRACTOR
ON AD-HOC BASIS FOR HANDLING &
TRANSPORTATION OF ISO CONTAINERS AT CWC,
CFS-DRONAGIRI NODE, NAVI MUMBAI.

ANNEXURE-XXIII**PRICE BID****SCHEDULE OF RATES FOR HANDLING & TRANSPORTATION OF ISO CONTAINERS/CARGO AT CFS-DRONAGIRI-**

CODE OF ACTIVITY	**BRIEF DESCRIPTION OF ACTIVITY	RATES PER TEU/ QUINTAL BASIS (Exclusive of GST)		
		*PER TEU	*PER FEU	PER QUINTAL
	EXPORT			
E-1	CARTING OF CARGO, EXAMINATION, STUFFING AND MOVEMENT OF LOADED CONTAINER FROM CFS-D'NODE TO JN PORT (NORMAL CONTAINER).			NA
E-2	CARTING OF CARGO, EXAMINATION, STUFFING AND MOVEMENT OF LOADED CONTAINER FROM CFS-D'NODE TO JN PORT (REEFER CONTAINER).			NA
E-3	CARTING OF CARGO, EXAMINATION, STUFFING OF CONTAINER AND MOVEMENT OF LOADED CONTAINER FROM CFS-D'NODE TO JN PORT (ODC CONTAINER).			NA
E-4	DE-STUFFING OF LOADED CONTAINER			NA
E-5	REWORKING OF LOADED CONTAINER			NA
E-6	MOVEMENT OF EXPORT/BUFFER LOADED CONTAINER FROM LCY TO PORT.			NA
E-7	MOVEMENT OF EXPORT HUB CONTAINER FROM PORT TO CFS & DE-STUFFING.			NA
E-8	MOVEMENT OF EXPORT HUB CONTAINER FROM PORT TO CFS & DE-STUFFING WITH EMPTY RE-POSITIONING.			NA
E-9	MOVEMENT OF EXPORT SHUT-OUT LOADED CONTAINER FROM PORT TO LCY-CFS-D'NODE:			NA
E-10	RE-MOVEMENT OF EXPORT SHUT-OUT LOADED CONTAINER FROM LCY TO PORT.			NA
	IMPORT			
I-1	MOVEMENT OF LOADED CONTAINER(LCL) FROM JN PORT TO CFS-D'NODE, DESTUFFING WITH REPOSITIONING OF EMPTY CONTAINERS (NORMAL CONTAINER)			
A	UP TO 23 MT GROSS			NA
B	ABOVE 23MT to up to27 MT GROSS			NA
C	ABOVE 27 MT GROSS			NA
I-2	MOVEMENT OF LOADED CONTAINER (LCL) FROM JN PORT TO CFS-D'NODE WITH REPOSITIONING OF EMPTY CONTAINERS (NORMAL CONTAINER WITH R-SCANNING)			

A	UP TO 23 MT GROSS			NA
B	ABOVE 23MT to up to 27 MT GROSS			NA
C	ABOVE 27 MT GROSS			NA
I-3	MOVEMENT OF LOADED CONTAINER (FCL) FROM JN PORT TO CFS-D'NODE (NORMAL CONTAINER)			
A	UP TO 23 MT GROSS			NA
B	ABOVE 23MT to up to 27 MT GROSS			NA
C	ABOVE 27 MT GROSS			NA
I-4	MOVEMENT OF LOADED CONTAINER FROM JN PORT TO CFS-D'NODE (NORMAL CONTAINER WITH R-SCANNING)			
A	UP TO 23 MT GROSS			NA
B	ABOVE 23MT to up to 27 MT GROSS			NA
C	ABOVE 27 MT GROSS			NA
I-5	MOVEMENT OF LOADED CONTAINER FROM JN PORT TO CFS-D'NODE (REEFER CONTAINER)			
A	UP TO 23 MT GROSS			NA
B	ABOVE 23MT to up to 27 MT GROSS			NA
C	ABOVE 27 MT GROSS			NA
I-6	MOVEMENT OF LOADED CONTAINER FROM JN PORT TO CFS-D'NODE (REEFER CONTAINER WITH R-SCANNING)			
A	UP TO 23 MT GROSS			NA
B	ABOVE 23MT to up to 27 MT GROSS			NA
C	ABOVE 27 MT GROSS			NA
I-7	MOVEMENT OF LOADED CONTAINER FROM JN PORT TO CFS-D'NODE (ODC CONTAINER)			
A	UP TO 23 MT GROSS			NA
B	ABOVE 23MT to up to 27 MT GROSS			NA
C	ABOVE 27 MT GROSS			NA
I-8	EXAMINATION OF IMPORT LOADED CONTAINER			
A	UP TO 25 %			NA
B	ABOVE 25%			NA
I-9	EXAMINATION OF IMPORT LOADED CONTAINER & DELIVERY ON SAME DAY			
A	UP TO 25 %			NA
B	ABOVE 25%			NA
I-10	IMPORT LOADED CONTAINER DESTUFFING & DELIVERY WITH EMPTY REPOSITIONING			
I-11	LCL/ITP CARGO DELIVERY	NA	NA	
GENERAL				
G-1	MOVEMENT OF EMPTY CONTAINERS BETWEEN CWC, CFS-D'NODE AND JN PORT & VICE-VERSA			NA
G-2	MOVEMENT OF EMPTY CONTAINERS BETWEEN CFS-D'NODE & VARIOUS CFSs / CYs & VICE VERSA			NA
G-3	MOVEMENT OF LOADED CONTAINER BETWEEN JN-PORT & VARIOUS CFSs / CYs & VICE VERSA			NA
G-4	MOVEMENT OF LOADED CONTAINER BETWEEN VARIOUS			NA

	CFSs / CYs & CFS-DNODE & VICE VERSA			
G-5	WASHING CLEANING OF EMPTY CONTAINERS.			NA
G-6	SHIFTING OF CARGO FROM ONE PLACE TO OTHER PLACE WITHIN CFS COMPLEX	NA	NA	
G-7	DELIVERY OF BACK TO TOWN CARGO	NA	NA	
G-8	RETRIEVAL & LIFT-ON OF CONTAINERS ONTO ROAD VEHICLE			NA
G-9	SHIFTING OF EMPTY/LOADED CONTAINERS WITHIN THE COMPLEX			NA
G-10	LIFT ON/OFF CONTAINERS INTO/FROM ROAD VEHICLE TO LCY/ECY (For Loaded)			NA
	LIFT ON/OFF CONTAINERS INTO/FROM ROAD VEHICLE TO LCY/ECY (For Empty)			NA
G-11	DELIVERY OF CARGO/PALLETISATION	NA	NA	

NOTE:

- 1) ****FOR THE DETAILED DESCRIPTION OF THE ACTIVITY PLEASE REFER RESPECTIVE CLAUSE AGAINST THE CODE IN CHAPTER-III SCOPE OF WORK.**
- 2) The Rates quoted are exclusive of GST or any other Tax levied by the Central Government in lieu of Service Tax and the same will be payable by the Corporation over and above the Schedule of Rates.
- 3) The rates for various items of work are quoted irrespective of the interval of time that may elapse between different parts of operation.

Signature
Name of Authorized Signatory
Seal of the tenderer



CENTRAL WAREHOUSING CORPORATION
(A Government of India Undertaking)
REGIONAL OFFICE: MUMBAI

End of Document