



**FOR APPOINTMENT OF
HANDLING AND TRANSPORTATION CONTRACT
AT CENTRAL WAREHOUSE, TRICHY
FOR STEEL STOCK YARD**

Issued by:

**CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)**

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Dated : 23.07.2022



CENTRAL WAREHOUSING CORPORATION
(A Government Of India Undertaking)
REGIONAL OFFICE: CHENNAI.



No. CWC/ RO-CNI /Buss-CONSIGNMENT AGENCY/2022-23/

Date: 23.07.2022

**E-Tender notice for Appointment of Handling & Transportation contractor at Central Warehouse,
Trichy for Steel Stock Yard**

(Press Advertisement)

Central Warehousing Corporation invites online e-tendering under Two bid system from professionally competent and financially sound interested parties for appointment Of Handling and Transportation Contractor at Central Warehouse Trichy For Steel Stock Yard as detailed below :

Scope of work	Handling and Transportation Contract At Central Warehouse Trichy For Steel Stock Yard	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on Website : www.tenderwizard.com/cwc 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 23.07.2022 12.00 Hrs To 11.08.2022 15.00 Hrs
	Last date and time of online bid submission	12.08.2022 15.00 Hrs
	Date and time of online bid opening	12.08.2022 15.30 Hrs
Bid validity period	90 (Ninety) days further extendable by 30 (Thirty) Days from the date of Opening of Technical Bid shall be binding on the tenderers.	
Period of Contract	5 (Five) Years , extendable by 2 years at the discretion of Regional Manager, Central Warehousing Corporation, Regional Office, Chennai.	
Cost of tender	Rs.1000/- (Rupees One Thousand Only) plus applicable GST (18%) to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office, Chennai. Upto 15.00 Hrs. of 12/08/2021 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.750/- (Rupees Seven Hundred and Fifty only) plus applicable GST (18%) to M/s. M/s Karnataka State Electronics Development Corporation Ltd, Bangalore through e-payment through the portal www.cwceprocure.com (before uploading the tender) before 15.00Hrs. of 12/08/2021.	
EMD/ Bid Securing Declaration	Rs.2,46,960/-(Rs. Two Lakhs Forty-Six thousand Nine hundred and Sixty) to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office, payable at Chennai before 15.00 Hrs. of 12/08/2022. Proof of e-payment to be uploaded with the technical bid.	

	In lieu of EMD, Micro & Small Enterprises (MSEs) registered with UDYAM Portal/Startup certified by department for Promotion of Industry and Internal Trade(DPIIT) are required to submit duly digitally signed Bid Security Declaration as per APPENDIX-II along with online Bid.
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Estimated annual value of contract	Rs. 1,23,48,000/-
Total Estimated value of the contract	Rs. 8,64,36,000/-
Security Deposit	Rs. 25,93,080/-

ELIGIBILITY CRITERIA

Bidders are requested to see **Clause no.2** of tender document for Eligibility criteria and documents required therein.

OTHER DETAILS

- a *Bidder must upload scanned copies of documents as given in eligibility criteria at clause 2 of tender document in support of their eligibility of bid.*

In case bidder / tenderer is found to have resorted to corrupt, fraudulent practices including misrepresentation of facts and/or fudging /forging/ tampering of any of the documents submitted including tender documents downloaded from CWC website and / or furnishing false declaration against this tender, the bid shall be summarily rejected and EMD forfeited. Besides, *he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five)years.*

- b Bidders who wish to participate in the e-tendering will have to procure valid digital certificate of **Authorised Signatory** as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.
- c **DOWNLOADING OF TENDER DOCUMENT:-** The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website. www.tenderwizard.com/cwc, www.cwceprocure.com, www.cewacor.nic.in, www.tenderhome.com and www.cppp.gov.in
- d **SUBMISSION OF TENDER:-** Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out-rightly rejected. *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 10.1 to 10.3 of tender document for detailed instructions.*

- e Tenderer is required to submit Appendix VII in lieu of tender document along with documents required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.
- f Bidders who wish to participate in online tender have to register with the website through the “new user registration” link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
- g In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
- h Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid in Excel format only.
- i After filling data in pre-defined forms, bidder’s needs to click on final submission link to submit their encrypted bid.
- j The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.-
- k Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.
- l By submitting a bid, the bidder shall be deemed to have fully familiarized himself / themselves with the layout of the Warehouse as well as requisite data including those indicated in the tender document and shall be deemed to have fully satisfied himself / themselves of his / their capabilities to undertake and perform the job under the contract to the satisfaction of the Corporation (CWC).-
- m 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.
- n It shall be responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the Terms & Conditions prescribed in CWC website and no change is made therein before submission of their tender. In the event of any doubt regarding the Terms & Conditions / Formats, the person concerned may seek clarifications from the authorized officer of CWC
- o In case bidder / tenderer is found to have resorted to corrupt, fraudulent practices including misrepresentation of facts and/or fudging /forging/ tampering of any of the documents submitted including tender documents downloaded from CWC website and / or furnishing false declaration against this tender, the bid shall be summarily rejected and EMD forfeited. Besides, action shall be initiated against the bidder for banning of business dealings as per our stipulated guidelines
- p Bidder should submit the proof of registration with **GST** Authorities, while submitting the tender. In addition, they shall give an undertaking stating that the GST No. as mentioned in the tender shall be utilized by them on award of Contract.**(Annexure--XVII)**
- q Each tender shall be signed by the bidder with his usual signatures. Tender by partnership or Joint Hindu Family firm may be signed by one of the partners or the Managers as the case

may be, followed by name and designation of the person so signing. A **Self Attested** copy of the partnership deed / Memorandum and Articles of Association must accompany the tender. Tenders by a company shall be signed with the name of the company by a person authorized on his behalf with the power of attorney or other satisfactory proof, showing that the person signing the tender documents on behalf of the company is duly authorized to do so, and a photocopy of such power of attorney shall accompany the tender. Signatures of the bidder shall be attested by two responsible witnesses. The names, occupation and addresses of the witnesses shall be clearly stated.

- r. NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and to comply all the conditions mentioned therein.
- s. 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.
- t. Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).
- u. Tenders may generally be rejected if –A tender is submitted after the tender closing date and time
 - a) The tender contains inadmissible reservations or restrictions or alterations or conditions/deviations;
 - b) Non-payment towards cost of down-loaded Tender documents or not in the form as directed.
 - c) Tenders submitted without EMD / requisite value of EMD.
 - d) A tender shows that the bidder has not met with certain technical/commercial requirements including eligibility criteria.
 - e) In case of tenderers whose contracts in home sales warehouses have been short closed/ terminated within last six (6) years due to poor/ non-performance.

Such tenders will be treated as invalid and not considered for ranking.

- v. The Regional Manager, CWC, RO Chennai 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.
- w. Any clarification regarding online participation, the bidder can contact:-
M/s ITI., No . 29/1, Race Course Road, Bangalore-560 001.

REGIONAL MANAGER

INDEX OF TENDER DOCUMENTS

Sl. No.	Description of Documents	Page No.
1.	Invitation to tender & Instructions to the tenderers.	2
2.	(1) Nature and Scope of work	8
3.	2 (A) Minimum Eligibility Criteria 2(B) All Other Required Documents	9
4.	Disqualification conditions	12
5.	Terms for MSEs	15
6.	Earnest Money Deposit, Security Deposit, Bank Guarantee, Submission of Tender, Validity , Pre Bid Meeting, Evaluation of price bids, Opening of tender, Corrupt practices, Instruction to bidders, Schedule of operation and payment, Contract labour , Provident Fund Act, Negotiation, Declaration, Contracts, Interviews and acceptance of tender, Execution of agreement	16
7.	Tender form for appointment of handling contractor	35
8.	Terms & Conditions and schedule of operations for Traditional Wing– 2.0-Handling operations , 3.0-Liabilities of the Contractor 4.0- Contract Labour (Regulation & Abolition) Act,1970 and safety, Safety at warehouse , Rates payable and escalation , Treatment of GST , Tenure of the contract , Banning of business dealings , Force Majeure Clause , Dispute resolution	37
9.	Schedule 1- Schedule of operation and rates for handling of Iron and Steel Materials in the Traditional Wing of Warehouse	59
11.	Schedule 2- Schedule of operation and rates for handling of Iron and steel materials received by Road in the Traditional Wing of Warehouse	60
19.	Schedule 3- Schedule of operations and rates for handling f Iron & Steel materials in the warehouse	61
20	Schedule 4- Schedule of operations and rates for handling f Iron & Steel materials in the warehouse	62
20.	Terms and conditions for Hiring out Crane (s) & other equipments tools / tackles owned by company to handling contractor	63
21.	ANNEXURE –I – Bank Guarantee to cover shortage	69
22.	ANNEXURE I A – Bank guarantee for security of materials	71
23.	ANNEXURE I B – Performance Guaranteed Bond	73
24.	ANNEXURE I C - Bank Guarantee for security of materials for Dunnage	75
25.	Annexure II – Custody and Indemnity Bond	77
26.	Annexure III – Guarantee Bond for Mobile /EOT/RTG Cranes	82
27.	Annexure IV – Agreement for handling Iron & Steel materials in the Home sales	84
28.	Annexure V- Certificate from Banker	86

29.	Annexure VI- Undertaking on performance record	87
30.	Annexure VII- Undertaking For deployment of Cranes and equipment	89
31.	Annexure VIII- Undertaking on list of Cranes and Equipment	90
32.	Annexure IX – Undertaking on Display & testing /inspection & replacement of cranes	91
33.	Annexure X-Undertaking regarding the ESI coverage	92
34.	Annexure XI- Equipment utilization statement	93
35.	Annexure XII- Summary sheet for list of equipments	94
36.	Annexure XIII- Safety Induction Form	95
37.	Annexure XIV - Injury on work	96
38.	Annexure XV- Notice of Fatal accident	97
39.	Annexure XVI -Declaration regarding the operators employed at warehouse	98
40.	Annexure XVII-Undertaking regarding utilization of GST registration number	99
41.	Annexure XVIII- Proforma for agreement for leasing /hiring of cranes /Trucks/ Trailors Etc	100
42.	Format I- Monthly report on damage to material as in received condition and during handling and storage operations	101
43.	Format II- Certificate from Chartered Engineer	102
44.	Annexure XIX- Pre Contract Integrity Pact	103
45.	Guidelines for Indian agents of Foreign Suppliers	110
46.	Annexure XX – Quartely performance evaluation of contractors	111
47.	Appendix I – Deatail of the tenderer	112
48.	Appendix II – Proforma for Bid Security Declaration	113
49.	Appendix III – Format of Net Worth	114
50.	Appendix IV – Format for Power of Attorney	115
51.	Appendix V – Undertaking	117
52.	Appendix VI – Compliance to Bid requirement	118
53.	Appendix VII – Affidavit	119
54.	Parameters & Weightage for evaluation	121
55.	Rating and necessary measures	122
56.	Method of calculation	122

1.NATURE AND SCOPE OF WORK**(a) Receipt**

Iron & Steel materials will be dispatched by SAIL to the CWC Warehouse by the following modes:

- I. By road to CWC yard directly from SAIL's Steel Plants / designated Yard(s) Nodal Yards / Conversion Agents / Service Centres 1/Decoiling / Straightening Agents, customer premises under quality complaint (Transportation to be undertaken by transporter authorized by SAIL). The Contractor's responsibility regarding custody of the materials starts the moment the vehicle / (s) enter CWC premises.
- II. By rail up to the nearest Public Booking Point where materials will be received. Unloaded and subsequently transported to the CWC Warehouse.
- III. By rail directly at the CWC Yard whenever Contractor having a private siding.

Note –

- i. The Warehouse should clearly specify the mode of receipt of materials at the CWC Yard in the tender documents.
- ii. For full details about the operations to be performed please refer to the Terms and Conditions of contract.
- iii. In respect of the materials dispatched by any person(s) other than SAIL, the Contractor will stack them separately in identified place, duly earmarked by the CWC in this regard, to avoid mix up with SAIL materials. The Contractor shall also display a signboard to indicate the name and other details of the Consignor of those materials.

(b) Handling

- I. The Contractor will take delivery of all the consignments and stack them in the CWC Yard in an orderly manner as per the Stacking Plan, Handling and Storage Guidelines issued by SAIL in this regard.

(c) Stacking

- I. All the Consignments received should be clearly identified and stacked truck / trailer-wise and suitable painting/ marking indicating the quality and other details will be provided on each stack / consignment as per the details given in the Stock Transfer Delivery Challans / Consignment Advice. in case of late receipt of Consignment Advice the details will be provided on each stack immediately after receipt of the same.

CWC Shall provide 205 MT tonnes of rails (UT/IU/Defective) to the Contractor for use as dunnage for stacking of SAIL's materials in the warehouse.

As Rails will **be under the custody of the Contractor during the entire tenure of the contract**, the Contractor shall furnish BG as per Annexure-IC of Rs 1.71 crore, for covering the value of such rails during the contract period, Upon expiry of the contract. The Contractor shall handover the entire quantity of such rails to CWC. In the event of any loss or shortage of rails, the Contractor shall make good such loss by paying prevailing price at the time of expiry of the contract for such loss or shortage of rails, failing which CWC shall have the right to recover such amount from the pending bills /BGs of the Contractor in possession of CWC.

(d) Delivery

- I. The Contractor shall weigh and load the Iron and Steel materials on the Truck / Trailers placed by the Company / Company's customers for the purpose, only against and as per valid Sales order(s) (SO)/ Stock transfer order(s) (STO) issued by the Company, and after taking due acknowledgement on the challans for the materials actually delivered.
- II. The Contractor shall load Customers Trucks / Trailers for delivery, or arrange to despatch materials by Rail as per instructions of the Company, if necessary. .
- III. Loading of Trucks / Trailers placed by the Company /Company's Customers at CWC yard will be done within the time allowed by the Company at the CWC premises irrespective of the number of Trucks / Trailers placed. The Contractor – shall be responsible for detention charges due to his failure to make adequate arrangement for loading the vehicles within the time allowed by the Company.
- IV. The Contractor shall be fully responsible for wrong delivery, excess delivery and delivery of material not as per Sales order(s) (SO)/ Stock transfer order(s) (STO). The Company shall recover any amount towards loss / damage from the bill(s) of the Contractor or in case of shortfall through encashment of Bond(s).
- V. The Contractor shall take utmost care to avoid any mixing up at the time of delivery with the goods belonging to other person(s), and shall be liable to compensate the Company for any wrong delivery to any other person(s) except CWC nominated customer(s) as mentioned in 1.4

(e)The bidder may, by prior appointment, see for themselves on any working day:

- i) The Warehouse at as well as the handing over point where Railways hand over the consignment(s).
 - ii) the layout of the warehouse and Railway siding.
 - iii) Traditional Wing, where materials are handled by mobile cranes and labour.
 - iv) Mode of stacking and distance over which the materials will have to be carried from unloading point to inside the warehouse premises as also from the public booking point for stacking and delivery to customers.
- (f)** The total estimated quantities to be handled for the first year of operations in Traditional Wing as indicated hereunder would be considered only for the purpose of evaluation of the price bid by the Company. The same should not be construed as a guarantee of the actual quantity to be handled, as also clarified in the Terms and Conditions of Contract.

Total Estimated Receipt by Rail in Traditional Wing 30000 (M/T)

Total Estimated Receipt by Road 6000 (M/T)

Total Estimated Quantity of bending of bars & Rods – 600 MT

Total Estimated Quantity of Cutting of bars & Rods – 120 MT

2 (A) MINIMUM ELIGIBILITY CRITERIA

Tenderer must upload/submit the documents mentioned under minimum eligibility criteria at serial no. 1 to 6 as applicable in accordance to the detailed mentioned below. Non-submission of the mandatory required documents pertaining to minimum eligibility criteria shall make the bid liable to be summarily rejected.:

S. No.	Minimum Eligibility Criteria	Mandatory Documents to be uploaded
1.	<p>Turnover: The Tenderer should have achieved the minimum average turnover of Rs. 30.87/- lakhs during the three preceding financial year. The average turnover of preceding three financial year should not be less than 25% of the estimated annual value of contract. If the audited report of 2021-22 is not available, the audited report of 2018-19 will be taken into consideration.</p>	<p>The tenderer is required to upload the audited Balance Sheet and Statement of Profit & Loss A/c for the preceding three financial years with the bid.</p> <p>In case Balance Sheets and Statement of Profit & Loss A/c for the immediate preceding financial year have not been prepared /audited, the accounts for the year previous to the preceding three financial years can be uploaded.</p> <p>Where the tenderer is not under statutory obligation to get his Accounts audited, he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for the preceding three financial years.</p> <p>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 lakhs during the year 2010-11 and 2011-12 and more than Rs 100 lakhs 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 lakhs during the years 2010-11 & 2011-12 and upto Rs 100 lakhs 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.</p>
2.	<p>Working Capital :The Tenderer should have Positive Net Working Capital (Current Assets- Current Liabilities) as per last audited Balance Sheet</p>	<p>In order to establish the positive net working capital, the tenderer should furnish the following along with the tender :-</p> <p>i) Certificate from their Bankers based on their transactions during the previous three (3) years ending (<i>date to be incorporated by WHM</i>) as per format attached at Annexure-V.</p>

		<p>ii) Audited Balance Sheets of preceding three (3) years ending (date to be incorporated by WHM)</p> <p>iii) Copy of Income Tax Return along with the acknowledgement for the preceding three (3) years</p>
3.	<p>a) Tenderers should not have been blacklisted or otherwise debarred by CWC or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid.</p> <p>b) Tenderer's contract should not have been terminated by CWC during the last Five years as on the last date of submission of bid.</p> <p>c) The proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company should not have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more. The tenders on acquittal would be eligible.</p>	<p>Undertaking in this regard Under the Digital Signature of authorized signatory as per Appendix-VII</p>
4.	<p>Tender registered under Micro and Small Enterprises & Startups (if applicable)</p>	<p>Micro & Small Enterprises (MSEs) registered in UDYAM portal are exempted from payment of cost of Tender and should enclosed the proof of their being registered in UDYAM portal.</p> <p>Micro & Small Enterprises (MSEs) registered in UDYAM Portal are required to submit Bid Security Declaration as per APPENDIX – II should be digitally signed and submitted along with online Bid.</p> <p>Micro & Small Enterprises (MSEs) registered in UDYAM Portal not accompanied by proof of being registered in UDYAM Portal AND Bid Security Declaration as per APPENDIX – II shall be liable to be summarily rejected.</p> <p><u>An attested / self-certified copy of valid UDYAM Registered Certificate giving details such as validity, stores / services etc.is to be provided.</u></p>

		<p>Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity, if applicable, of their Registration, if applicable, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 / 26.3.2012 or any other notification issued/subsequent amendments issued thereafter</p> <p>Startups certified by Department for Promotion of industry and Internal Trade (DPIIT) are exempted from payment of EMD.</p> <p>Startups certified by Department for Promotion of industry and Internal Trade (DPIIT) are required to submit Bid Securing Declaration as per APPENDIX – II should be digitally signed and submitted along with online Bid.</p> <p>Startups certified by Department for Promotion of industry and Internal Trade (DPIIT) not accompanied by proof of being certified with Department for Promotion of industry and Internal Trade (DPIIT) AND Bid Security Declaration as per APPENDIX – II shall be liable to be summarily rejected.</p>
5.	EMD	<p>The fees to be paid through e-payment gateway and proof to be uploaded OR In lieu of EMD, Micro & Small Enterprises (MSEs) registered in UDYAM Portal /Startup certified by department for Promotion of Industry and Internal Trade(DPIIT) are required to submit duly digitally signed Bid Security Declaration as per Appendix-II along with online Bid.</p>
6.	Cost of the Tender	<p>The fees to be paid through e-payment gateway and proof to be uploaded OR certificate of registration for tenderers registered under MSEs.</p>

The documents mentioned at above serial numbers are required under minimum eligibility criteria and are compulsory to participate in the tender process, failing which the bid shall be summarily rejected and no further missing documents shall be called for Minimum Eligibility criteria.

2(B) ALL OTHER REQUIRED DOCUMENTS

Tenderer must upload/submit the documents in accordance to the detailed mentioned below at serial no. 1 to 14 along with the tender document.

Sl. No.	Eligibility Criteria	Documentary proof to be uploaded
1.	Details of tenderer	Duly filled, Scanned copy of Appendix-I under the Digital Signature of Authorized Signatory.
2.	The tenderer must have a positive net worth based on the latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.	The bidder is required to upload Appendix-III duly certified by a practising Chartered Accountant based on latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.
3.	Power of Attorney Note: The bid should be uploaded by the authorized signatory as defined in Appendix-IV under his own digital signature.	Power of Attorney in favour of signatory(ies) duly attested by Notary as per Appendix-IV which is for purpose of guidance only and deviation in the wording can be accepted.
4.	Bidder should be a; (1) Registered Company/LLP in India under Companies Act,2013 OR (2) <u>Registered Partnership Firm</u> OR (3) Proprietorship OR (4) Public Sector Undertaking/statutory body OR (5) Cooperative society OR (6) Others. (If the tenderer is a partnership firm/LLP, there shall not be any re- constitution of the partnership without the prior written consent of the Corporation)	<u>1) For Registered Company/PSU/ statutory body</u> (i) Copy of Certificate of Incorporation (ii) Copy of Memorandum of Association (iii) Copy of Articles of Association (iv) Current list of Directors. <u>2) For Partnership Firm</u> (i) Copy of the partnership deed (ii) List of partners (iii) Copy of registration of Partnership deed. <u>3) For Proprietorship</u> Declaration of Proprietorship/Sole Proprietorship as per Appendix-V under the Digital signature of authorized Signatory <u>4) For LLP</u> (i) Copy of Limited Liability Partnership Agreement (ii) Copy of certificate of registration (iii) Current list of Partners <u>5) For Cooperative society</u> (i) Bye-Laws (of cooperative Society) (ii) Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk

		Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry. <u>6) For others</u> (i) Notarized copy of certificate of Incorporation.
5.	Tenderer understanding of tender document and his compliance of tender requirements. Note: 1. The declaration from the tenderer confirming that he has understood the tender document and his bid complies with the tender requirements / terms & conditions of the tender document, he has quoted the rates without any condition / deviation and the rates quoted by him are as per tender document. 2. Tenderer shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.	Declaration from the tenderer as per Appendix VI under the digital signature of Authorised signatory.
6.	Affidavit on stamp paper duly attested by the notary regarding certification of genuineness & authenticity of documents as per Appendix-VII	Affidavit on stamp paper duly attested by Notary as per Appendix VII along with Tender document.
7.	PAN Number	Copy of PAN Card
8.	GST Registration	Copy of valid GST registration.
9.	Pre-Contract Integrity Pact	Annexure – XIX Under the digital signature of Authorized Signatory on each page of annexure.
10.	Financial Bid	Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Price Bid in Excel format only.
11.	The bidder must own/possess the equipment's for handling & Transportation of consignments (Truck & Trailers etc.). The bidder shall submit the list of vehicles owned/ possessed.	Annexure – XII Undertaking to be submitted by the authorized signatory.
12.	Employees Provident Fund Registration Certificate	Copy of Registration certificate along with Annexure-X
13.	ESIC Registration certificate	Copy of the Registration certificate along with Annexure-X
14.	Tender Document	Copy of Tender document to be duly signed and stamped by the Authorized Signatory

3.PERFORMANCE RECORD –

- (I) a) Bidders who were blacklisted / debarred/ banned by any Govt. Organisations / CPSE's / Court shall not be considered eligible.
- b) Bidders whose contract was terminated due to misconduct and / or non-performance or bad performance during last six years as on the date of opening of tender shall not be considered eligible.
- 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 rigorous imprisonment or more, such tenderer will be ineligible. However, if 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.

For this purpose, bidders shall give an undertaking as per Annexure-VI

- II 'Inter-connected Agency' shall mean two or more companies having any of the following features:
- a) If one is a subsidiary of the other.
- b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
- c) If management is common;
- d) If one owns or controls the other in any manner;
- III Bidders must have **GST** Registration and should not be under composition scheme. They shall maintain high **GST** compliance rating track record at any given point of time. In this regard, a Self-Attested copy of GST Registration from Appropriate Authority is required to be submitted by the bidders.

4. OTHER DETAILS**(a) Terms for Micro & Small Enterprises**

- I. Tender document cost will not be charged from Micro & Small enterprises (MSEs).
- II. MSEs, who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer the proof of their being registered in UDYAM Portal for goods produced and services rendered"
- III. The MSEs must also indicate the terminal validity date of their registration, If applicable, which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose a attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- IV. In case the MSE does not fulfil the criteria at Sr. No II and III above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.
- V. As per Public procurement policy on MSE, Considering that this is a non divisible tender , MSEs quoting price within the band of L-1 + 15% will awarded for full/complete work of

tender by bringing down their price to L-1 price in a situation where L-1 Price is from someone other than an MSE. In case L-1 is not MSE and there is more than one MSE within the range of L1+15% , only the lowest MSE shall be considered , Subject to matching the L-1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15% shall be considered. . This process shall be continued till a MSE in the L1+15% range accepts the L1 price or the MSEs in the L1+15% range are exhausted . In case no MSE accepts the L-1 price or there is no MSE available in L-1+15% range , then the order shall be placed without applying this principle

In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs

- (b) Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.
- (c) The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- (d) NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and comply all the conditions mentioned therein.

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

5.EARNEST MONEY DEPOSIT (EMD)

The EMD for an amount of Rs. 2,46,960/- (Rs. Two lakhs Forty-six thousand Nine hundred and Sixty)(irrespective of the Number of locations bidding for) shall be paid in Indian Rupees only to CWC by the bidder through e-payment gateway of M/s ITI Only.

In the event of bidder withdrawing his offer before the expiry of the validity period/not taking over the work after acceptance of proposal by the bidder, EMD shall be forfeited. Besides, the Corporation may suspend/ban the trade relations with him or debar the bidder to participate in all future tender enquiries with CWC based on the merit of each case upto a period of three (03) years without prejudice to any other rights and remedies available with CWC under the agreement and law. The decision of Managing Director in this matter shall be final and binding upon the bidder.

Earnest Money Deposit of the unsuccessful bidder shall be returned after finalization of the offer. No interest shall be payable on the amount of Earnest Money in any case. The Earnest Money Deposit of the successful bidder shall be adjusted against the payment due from the Bidder within 30 days after the Bidder executes the agreement and furnishes required irrevocable Performance Bank Guarantee/Security Deposit.

MSEs registered in UDYAM Portal are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered in UDYAM Portal mentioned in the tender document. Their registration should be valid reason last date of submission of tender and they

should also mention the terminal validity of their Registration, if applicable, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 / 26.3.2012 or any other notification issued/subsequent amendments issued thereafter

Micro & Small Enterprises (MSEs) registered in UDYAM Portal are required to submit Bid Security Declaration as per Appendix-II should be digitally signed and submitted along with online Bid. Micro & Small Enterprises (MSEs) registered in UDYAM Portal not accompanied by proof of being registered in UDYAM Portal AND Bid Security Declaration as per Appendix-II shall be liable to be summarily rejected.

Startups certified by Department for Promotion of industry and Internal Trade (DPIIT) are exempted from payment of EMD and should enclose the proof of their being certified with Department for Promotion of industry and Internal Trade (DPIIT).

Startups are required to submit Bid Security Declaration as per Appendix-II. Appendix-II should be digitally signed and to be submitted along with online Bid. Startups certified by Department for Promotion of industry and Internal Trade (DPIIT) not accompanied by proof of being certified with Department for Promotion of industry and Internal Trade (DPIIT) AND Bid Security Declaration as per Appendix-II shall be liable to be summarily rejected.

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

If the successful bidder fails to furnish the prescribed performance guarantee/security deposit within the prescribed period, the EMD shall be forfeited. In case of forfeiture of Earnest Money Deposit, the bidder shall be de-barred from participating in any of the tender's/procurement process of CWC for a period of two year.

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

6. SECURITY DEPOSIT (SD)

- (i) Successful tenderer shall furnish, within a week of the acceptance of his tender, a security deposit of **Rs. 25,93,080/- (Rupees Twenty-Five lakhs Ninety-Three Thousand and Eighty only)**
- (ii) The Security Deposit amount shall be deposited in favour of the Regional Manager, CWC, Chennai in the form of Demand Draft/NEFT/RTGS issued by scheduled banks only.
- (iii) The Security deposit furnished by the tenderer would be subject to the terms and conditions given in the Appendix to this tender and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- (iv) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit shall be required to be furnished.
- (v) The contractor shall furnish within a week of the acceptance of their tender, security deposit as prescribed in the invitation to tender. In the event of tenderers failure after the acceptance of his tender to furnish requisite security deposit by the due date and not taking over the work, the Corporation may suspend/ban the trade relations with them or debar to participate in all future tender enquiries with CWC based on merit of each case for next 5 (Five) years without

prejudice to any other rights and remedies of the Corporation under the contract and law. The decision of the **Regional Manager, CWC, Chennai** in this matter shall be final and binding to the tenderer. The contractor at their option, may deposit 50 per cent of the prescribed security at the time of acceptance of the contract while the balance 50 per cent may be paid by the contractor by deductions at the rate of 5 per cent from the admitted bills of the contractors.

- (vi) The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the time it is held by the Corporation.
- (vii) The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract and on submission of a No Demand Certificate, subject to such deduction from, the security as may be necessary for making up of the Corporation's claims against the contractor.
- (viii) In the event of termination of the contract envisaged in Clause 23 the **Regional Manager, CWC, Chennai** shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.-
- (ix) The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
- (x) In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining due balance.
- (xi) Whenever the security deposited falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

7.BANK GUARANTEE (BG)

- (i) The Contractor shall also provide as per the enclosed Proforma :(1) Custody & Indemnity Bond and (2) Three Bank Guarantees. one for Rs 1.75 crore for the security of the materials dispatched to the stock yard, one for Rs 15 lacs towards performance of the Contractor and one for Rs 1.71crore towards use of rail dunnage provided by CWC, for due fulfilment of all the terms contained in the Agreement with the contractor and the Company in this regard (**Annexures 1A 1B & 1C**), The Bank Guarantees to be submitted by the Consignment Agent within 30 days of the date of issuance of Letter of Compliance (LOC).The BGs / PGs shall be printed on non-judicial stamp papers of appropriate value and the same shall be purchased in the name of either SAIL or in the name of the Bank issuing BG / PG.
- (ii) Proforma of the Bank Guarantee that may be submitted by the Contractor towards recovery on account of shortages is enclosed at Annexure-I.
- (iii)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.

- (iv) 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.
- (v) The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
- (vi) The Bank Guarantee issuing bank shall send cover for Bank Guarantee issued through SFMS platform to the CWC Banker i.e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:
- (i) MT760 COV for issuance of bank guarantee.
 - (ii) MT767 COV for amendment of bank guarantee.
 - (iii) Issuing bank shall mention CWC beneficiary code i.e. CENTRALW27112020 in field 7037 of MT760 COV / MT767 COV.
- (vii) The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.
- (viii) Bank Guarantee submitted without these details shall not be accepted.

8. SUBMISSION OF TENDER

Tenderer shall submit their offer in electronic format on the www.cwceprocure.com or www.tenderwizard.com/cwc website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.

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

I. Information about tenderers:

The tenderers must furnish full, precise and accurate details in respect of information asked for in Appendix I & II attached to the form of tender. Same should be scanned and uploaded.

II. Uploading/Signing of tenders:

Person or persons uploading/signing the bid shall be Authorised to do so. The bid should be uploaded by the authorised signatory as defined in Appendix-IV under his own digital signature.

Tenderer is required to 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.

9. VALIDITY

The tender shall be kept valid for a period of 90 days from the date of opening of Part-I of the tender and any modification / amendment / variation made thereto by the bidder during the above period shall be construed as withdrawal of the tender in which event the Company (CWC) shall forfeit the EMD without any reference to the bidder.

10. PRE BID MEETING

A pre-bid conference will be organized by CWC with all the prospective bidders who have purchased / downloaded the Tender documents irrespective of whether they approached for any clarifications or not, so that all doubts / questions of the bidders before submission of the Tender papers, can be clarified. This will also help the bidder to understand the job to be performed

better. In order to obviate the possibilities of misinterpretation of our communication, as far as possible no correspondence should be made with the bidders about the nature and scope of work, clarifications on terms and conditions, eligibility and other related matters etc. The pre-bid conference shall be held at on at..... AM / PM.-

The FAQ and the queries raised by prospective bidders and clarifications given during the pre-bid conference shall be uploaded on the CWC tender website.

10.1 Preliminary scrutiny of bids:

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

- (i) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed);
- (ii) The bid is not legible;
- (iii) Required Bid Security Declaration as per Appendix-II and cost of tender has not been received;
- (iv) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- (v) The bidder has not quoted for all the items, as specified in Financial Bid
- (vi) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.
- (vii) In case the tenderer does not submit turnover for any of the specified financial year(s) then the turnover for that year shall be taken as “ NIL “ for the purpose of evaluation of tenderer.

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

10.2 Further evaluation of Stage: I Technical Bid:

- a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- b) The Corporation, if necessary may ask the tenderer for any specific information/ clarification relating to qualifying document/condition or can seek missing document(s). The required clarification and missing documents will be asked from only those bidders who have fulfilled the minimum eligibility criteria and it must be uploaded within specified time subject to maximum of 15 days on the same portal as per the procedure prescribed below i.e. Clause 10.3

The missing documents to be submitted should not be of a date later than the date of submission of original bid, however Net Worth Certificate as per Appendix –III, Affidavit of Proprietary Firm as per Appendix –V, Compliance of bid requirement as per Appendix-VI, Affidavit regarding certification of genuineness & authenticity of documents as per Appendix-VII and Pre-contract Integrity Pact as per Annexure-XIX submitted as missing documents can be of a date after the date of submission of original bid. The missing documents sought is allowed to be submitted only by uploading on the tender website through which same has been asked.

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

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

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

11. EVALUATION OF PRICE BIDS:

- I.** The Tender Evaluation Committee would decide the eligible tenderers and evaluate them based on the tonnage estimated to be handled in the first year as mentioned in the tender documents and rates quoted for:
- i) Traditional Wing for receipts by Rail (Rates quoted in Schedule 1 of Price bid)
 - ii) Material received by Road in Traditional wing (Rates quoted in Schedule 2 of Price bid)
 - iii) Bending of bars & Rods (Rates quoted in Schedule 3 of Price bid)
 - iv) Cutting of bars & Rods (Rates quoted in Schedule 4 of Price bid)
- II.** Rankings of bidders shall be on overall basis taking into account all the four schedules mentioned above. (Total rate quoted for the estimated quantity for all four schedules (1,2,3 & 4))

Illustration:

The L1 would be decided based on the rates offered for Schedule 1, 2, 3 & 4 by each bidder with the following method

- Rate quoted (per MT) for Schedule 1 * Total Estimated Receipt by Rail in Traditional Wing (in MT) for the First year = A
- Rate quoted (per MT) for Schedule 2 * Total Estimated Receipt by by Road (in MT) for the First year = B
- Rate quoted (per MT) for Schedule 3 * Total Estimated quantity of bending of bars & rods (in MT) for the First year = C
- Rate quoted (per MT) for Schedule 4 * Total Estimated quantity of cutting of bars & rods (in MT) for the First year = D
- Total Value = A+B+C+D
- Weighted Average rate = (A+B+C+D)/Total estimated receipt (in MT) for the first year by Rail and Road, bending and cutting of bars & rods
- Lowest Weighted average rate would be declared as L1 rate

12. OPENING OF TENDER

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

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 shall also make his tender liable to rejection.

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

14. INSTRUCTION TO BIDDERS**(A) DAMAGE TO MATERIAL**

- I. The contractor shall be responsible for any damage caused to materials and to Company's property if it takes place in the course of handling operations. In order to ensure damage free handling for packeted products and coils, the Contractor shall have to procure Polyester/Nylon slings at their own cost and use the same for handling such materials. Assessment of damage to materials etc. shall be done by the Warehouse Manager / RM on regular basis and his decision in this regard shall be final and binding on the contractors,
- II. **Recovery of amount toward damage to material:** The Contractor shall be liable to pay 2 (two) percent value of the cost of material calculated on the basis of listed price of the materials as on the date of inspection by multiplying the same with the weight of piece/ coil / packet as found damaged: The recoverable amount towards damage caused to material due to negligence of the Contractor-and as certified by WHM shall be deducted from the next Handling Bill payable to the contractor.
- III. Intimation of damaged material received from Plants / other places. The Contractor shall be required to report any material received in bent /twisted / damaged condition from **plant/other places** in the warehouse within 24 (Twenty four) hours from the time of receipt of material to Warehouse Manager in writing along with the photograph of the materials received in damaged condition. In case of failure of the- Contractor- to report the same within stipulated time, contractor shall be held responsible for the same and amount as mentioned above shall be deducted from his next Handling Bill.
- IV. If any materials are received in bent / twisted /defective condition, the same should be separately kept from the materials which are received in proper / good condition and kept in separate stacks. After inspection / certification by the Warehouse Manager / Warehouse Executive, clear paint marking should be made on such materials.

(B) MINIMUM EQUIPMENT REQUIREMENT

- I. In the opinion of the CWC the minimum number of cranes / other equipments, etc required to efficiently handle the expected cargo in the warehouse and clear the consignments are indicated below :

	Type of equipment	Capacity	Total Nos. Required
1	Mobile Crane	40 MT & Above	01
2		25 MT &Above	01
3		14 MT & Above	02
4	Tractors & Flat bed trailers	22 MT & Above	03
5	Tools & Tackles	As applicable	
6	DG set	25KVA capacity for running office & illumination	

- II. The bidders shall be required to submit along with the tender, undertakings as per ANNEXURES-VIII and IX with respect to cranes and equipments. However, only the successful bidder shall be required to furnish list of cranesand other equipments as stipulated in Clause 14(B)(I)of Instructions to bidders along with relevant documents and to display them for inspection andtesting. The mobile cranes and other equipments may be owned by the successful bidder or taken on hire/lease for the entire contract duration. All mobile cranes

and equipments shall be in good health and proper working condition.

- III. The successful bidder shall be required to deploy Mobile cranes (Tyre Mounted and Booms shall rotate by 360⁰ when the vehicle on which it is mounted is stationary) as per Clause 14(B)(I) from Original Equipment Manufacturer (OEM) and non-OEM. These OEM cranes shall not be more than 7(seven) years old as on date of tender opening. Successful bidder has the option to deploy OEM cranes also in non-OEM category. The cranes and equipments may be owned by the successful bidder or taken on hire/lease for the entire contract duration. All mobile cranes and equipments shall be in good health and proper working condition.

(C) By the term 'OEM':

- i) It would mean the cranes manufactured by the Indigenous Crane Manufacturers who are registered with appropriate authority for manufacture of cranes and duly registered with Excise Authorities.
- ii) No assembled crane shall be considered as OEM cranes.
- iii) It would also mean the deployment of **imported cranes**, duly registered by RTO/India carrying therein the details of the overseas Original Equipment Manufacturer/year of manufacture and all other details as issued by RTOs.

(D) Documents/undertakings required for cranes / equipments to be offered for deployment by the bidder

- I. The bidder(s) shall submit an undertaking as per Annexure-VIII along with their tender that they shall submit list of all cranes and equipments (whether owned or taken on lease/hired) as per Annexure-XII along with a set of self attested relevant documents within 30 days from the date of letter of compliance. In the event of failure to furnish the required list and relevant documents as per terms and conditions of the tender, Letter of Intent shall be cancelled and EMD of the successful bidder shall be forfeited. Further, successful bidder shall be debarred along with inter-connected agencies from participation in the re-tender. The successful bidder shall be required to submit following relevant documents along with the list :-

- i. In case of indigenous OEM cranes, self-attested copy of the Manufacturer's Invoice / documents showing make, model, capacity, date of manufacture, chassis number & excise registration details of crane manufacturer to ascertain OEM status of crane and its age.
- ii. Self-attested copy of Registration Certificates from RTO for all cranes and equipments
- iii. Self-attested copy of Road Tax receipt / challan indicating that Road Tax has been paid as per statute for all cranes and equipments up to the last date for submission of tender document.
- iv. Self-attested copy of proof of insurance paid for all cranes and equipments up to the last date for submission of tender document.
- v. In case of imported OEM cranes, self attested copy of the Manufacturer's invoice giving details of make, model, capacity and date of manufacture, date of shipment, shipping document/custom clearance document and website details of crane manufacturer besides documents as mentioned at (ii),(iii), and (iv).
- vi. In case of mobile cranes and equipments taken on hire/lease for entire tenure of the contract, original copy along with photocopy of the hire/lease agreement as per Annexure-XVIII.

- vii. An undertaking as per Annexure-VII that the cranes and equipments offered for deployment against the tender shall be completely free for deployment on the date of inspection / commencement of work.
- II.** The tenderer shall also submit along with the tender an undertaking in the prescribed format as enclosed at Annexure-IX (to be typed on the bidder's letter head & signed by authorized signatory) that the Inspection Report given by the Company or agency appointed by the Company for inspection/testing of all cranes / other equipments before deployment shall be final and binding on the bidder. Inspection would mean verification of engine number and chassis number as well as physical condition of all cranes and equipments. Testing would mean the safe working load of the cranes. In case, any non- OEM crane/OEM crane more than seven years old / equipment is not found acceptable on inspection/testing, the same shall be replaced by the crane/equipment of similar make / model / capacity within 3 days from the date of Intimation for Replacement. In case of delay beyond 3 days, bidder shall be liable to pay penalty of Rs.10,000/- (Rupees Ten Thousand Only) per crane / equipment per day up to maximum delay of 7 (seven) days from the date of intimation by CWC. In case the replaced crane / equipment is not displayed at the appointed place within 7 days from the date of Intimation for Replacement by CWC, the LOI shall be cancelled and EMD shall be forfeited. Besides, he shall be debarred along with inter-connected agencies from participation in the re-tender(s). Decision of Warehouse Manager shall be final and binding in this regard.
- III.** However, the successful bidder shall be required to produce original copy of relevant documents as mentioned at clause 14 D (I) above within 15 days from the date of submission of list of cranes/equipments along with self attested documents. In case of failure to produce the original documents for verification, the L.O.I shall be cancelled and EMD shall be forfeited. Besides, he shall be debarred along with inter-connected agencies from participation in the re-tender(s). Original documents as and when required can also be demanded during pendency of the contract.
- (E)** While all the OEM cranes seven years old or less shall be inspected, all other cranes/equipments shall be inspected and tested at the appointed date, time & place by CWC or an agency appointed by CWC before deployment at the Warehouse. In case, any non-OEM mobile crane/OEM crane more than seven years old / equipment is not found acceptable on inspection/testing, the same shall be replaced by the crane/equipment of similar make / model / capacity within 3 days. Decision of Warehouse Manager shall be final and binding in this regard. In case of delay beyond 3 days, bidder shall be liable to pay Rs.10,000/- (Rupees Ten Thousand Only) per crane / equipment per day up to maximum delay of 7 (seven) days from the date of intimation by CWC. In case the replaced crane / equipment is not displayed at the appointed place within 7 days from the date of intimation for replacement issued by CWC along with relevant documents as mentioned at 14 D (I) above, the LOI shall be cancelled and EMD forfeited. Besides, he shall be debarred along with inter-connected agencies from participation in the re-tender(s).
- (F)** Handling Contractor shall be required to maintain cranes deployed by him in good health and in proper working condition. In case of break-down of the crane / equipment, the same shall be replaced / repaired within 3 days by the Handling Contractor at his cost and expenses. In case of delay beyond the stipulated period of three (3) days in repair / replacement, Handling Contractor shall be liable to pay Rs. 1000/- (Rupees One Thousand only) per day per crane which shall be down for more than 3 days till it is repaired / replaced. The Contractor shall be required to give in writing to Regional Manager immediately when any of his cranes goes out of order and similarly, he shall be required to give in writing immediately after replacement /

repair of the crane. In case of failure of contractor to do so, the decision of WHM with regard to down-time of cranes shall be final and binding on the contractor.

- I. However, replacement of Non-OEM cranes / vehicles as mentioned at clause no. 14 B (I) of Instructions to bidders will be allowed only on the grounds of breakdowns where major repair is required, which cannot be carried out inside the warehouse and after deployment of cranes/vehicles of similar make & of same or higher capacity with the written permission of the Warehouse Manager.
 - II. Replacement of OEM crane as specified at clause no.14 B (I) under 'Instructions to bidders' shall also be allowed only for major repairs which cannot be carried out inside the warehouse and after deployment of the other OEM crane of same make, model, same or higher capacity and age 7 years old or less as on date of replacement, with the written permission of Regional Operation Manager. For both OEM and Non OEM Cranes replacement will be allowed after verification of documents / inspection and testing of such replaced crane to the satisfaction of the company, as is done during initial deployment.
 - III. Cranes and equipments already deployed in the other warehouses of CWC may be allowed for deployment against this tender but such cranes and equipments shall be completely free for deployment on the date of inspection / commencement of contract.
- (G) In addition to the above cranes, the company also provides tools and tackles for handling of materials as per the company's terms and conditions. The contractor may supplement the crane, equipment, tools and tackles. The company may also introduce new tools and tackles during the tenure of the contract and it would be imperative on the part of the contractor to use these tools and tackles as per company's extant rules.
- (H) For carrying out the jobs under the contract with the help of equipments in the opinion of the company, the maximum number of contract labour will be..... for this purpose. The successful bidder shall restrict deployment of such number of contract labour as indicated above and shall not increase such numbers without prior permission of the Company. The necessary licence as per the Contract Labour (Regulation & Abolition) Act, for engagement of contract labour should be obtained by the successful bidder from the appropriate authority.
- (I) The minimum equipments mentioned in the above Clause 14 B (I) is not exhaustive. The contractor should also produce any other appropriate equipments required for carrying out the required operation. However, if the quantity of work increases, the contractor will have to increase at short notice the no. of equipments as per requirement.

15. SCHEDULE OF OPERATION AND PAYMENT

- I. Bidders are requested to quote their lowest technically acceptable consolidated rate for four major operations (unloading from wagons, transportation, stacking and delivery) in respect of traditional wing and for two major operations viz. unloading from vehicle & stacking and delivery for material received by Road as per enclosed Schedule of Operation at 1 & 2. Rates for restacking and stock verification shall be 50% of the consolidated rates for traditional wing, as the case may be. The rates for bending / cutting charges are by the bidder as per enclosed schedule of operation at 3. The rates of minor operations indicated at schedule no.3 shall be fixed for entire period of contract including extension and no escalation will be paid on such quoted rates
- II. The rates to be quoted shall be exclusive of **GST**. The **GST**, at the rates applicable from time to time, shall be payable by CWC subject to compliance of under-mentioned conditions by the successful bidder:

- (i) Every invoice/ bill of the Handling Contractor shall be serially numbered and shall contain the following, namely:-
 - (a) The name, address and the **GST** registration number of the Handling Contractor.
 - (b) The name, address and the **GST** registration number of CWC, RO, Chennai.
 - (c) Description, classification and value of taxable service provided or to be provided and
 - (d) The **GST** payable thereon.
- (ii) The Contractor shall make a claim for the services rendered under this contract to CWC within 1(One) month of such service. Nevertheless, the Regional manager/Tender Awarding Authority, CWC on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- (iii) In case of abnormal delay in submission of the bill(i.e more than 30 days from the due date on which bills should have been submitted), the contractor shall be liable for penalties on account of statutory default of the **GST** law, Income Tax law / Any other Law. The decision of the Regional Manager/ Tender Awarding Authority in this matter shall be final and binding to the contractor.
- (iv) The Company shall endeavour to release payment against such invoice/bill within 30 days of receipt of each running invoice/ bill along with the requisite documents and payment of final invoice/ bill within 60 days from the receipt of final invoice/ bill after completion of all the formalities as per the terms of the contract.
 - a) Besides, the rates quoted should also be inclusive of the cost of discharging all the general duties for performing the work efficiently.

III. The rates will be revised after every 12 month from the date of signing the Agreement, i.e. date of commencement of work, based on the index as reflected in documents from relevant sources including Reserve Bank Bulletin, prevailing 60 days prior to completion of 12 months period. However, there will be no escalation for first year of operation and the first escalation will happen on completion of 2 years of the contract.

IV. The contractor shall submit bills based on the rates approved for the operations done by him and as certified by the Warehouse Manager. The bills will be submitted within seven days of expiry of each calendar month. The company shall endeavour to release payment within seven days of the receipt of bills after making deductions, if any, for amount recoverable towards recoveries/penalties as per terms of the tender.

V. **Treatment of GST:**

- a) As Input Tax Credit shall be available on the basis of invoice raised by Vendors, in case subsequently Input Tax Credit is denied in **GSTN** for the reason not attributable to CWC then the amount of **GST** disallowed for Input Tax Credit shall be recovered from any subsequent bill of the vendor/supplier/ contractor or by way of encashment of Performance Guarantee Bond/ security deposit.
- b) If Input Tax Credit is taken by CWC but is subsequently reversed or not allowed by the Central/ State Authorities due to the reasons not attributable to CWC, then the amount of **GST** along with interest payable and penalty shall be recovered from the vendor/supplier/contractor from any subsequent bill of the contractor or by encashment of Performance Guarantee Bond/ security deposit.
- c) The vendor/ supplier/ contractor is required to pass on the benefit arising out of introduction of **GST** by way of reduction of price as contemplated in the provision relating to Anti Profiteering Measure as per **CGST Act, 2017**.

- d) Where reduction in Bill amount of any vendor/ supplier/contractor has taken place then such vendor/supplier/contractor shall promptly issue credit note to CWC.

16. CONTRACT LABOUR

- I. The successful bidder shall obtain necessary licence from the competent authority under the Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under and shall produce such licence before commencement of work. After completion of all formalities under the Contract Labour (Regulation & Abolition) Act, 1970 and other relevant acts, separate order for award of award of contract will be issued to enable the successful bidder to commence work. If the successful bidder fails to produce a licence as aforesaid, the acceptance of tender shall be withdrawn and all consequential loss (es)/ damage(s) shall be to the successful bidder's account.
- II. The contractor shall have to produce to the company or its designated officer renewed contract labour license every year. In case the successful bidder fails to produce the statutory/renewed license within the stipulated period, the contract shall be liable to be terminated with 15 (fifteen) days notice.
- III. The contractor shall be bound to carry out, perform and observe all the obligations under the various acts and rules in force from time to time. He shall maintain such records as are required under the applicable laws and submit them for scrutiny whenever required to do so to the company or its designated officer
- IV. As a security against non-fulfilling the various obligations the successful bidder shall have to be deemed to have authorized the company to set off any claims under various acts and rules in force from time to time from the bill amount payable to him and also to withhold the payments due to him till such time as the requirements of laws are complied with or to adjust payments to be met to and/or on account of the employees of the successful bidder from the amount payable to him.
- V. The successful bidder shall have to maintain the following registers and records in the forms as prescribed under the Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under and show such register to the concerned Warehouse Manager/Regional Operations Manager or his nominee as and when ***demand***ed by them :
 - i. MUSTER ROLL
 - ii. Register of Wages
 - iii. Register of Overtime
 - iv. Register of Deductions
 - v. Register of Fines
 - vi. Register of Advances
 - vii. Record of Wage slips
- (VI) The successful bidders shall have to obtain gate passes for his contract labours from the Warehouse Manager of the Company (CWC) before commencing the work under the contract. The gate passes will be issued against written request from the successful bidders accompanied with the identity card with photographs of each contract labour giving their full address and age.
- (VII) The successful bidders shall furnish to the company a copy of half yearly return in the form prescribed under the Contract Labour (Regulation & Abolition) Act, 1970 and its Rules.

(VIII) The successful tenderer shall be responsible for payment of wages to the labourers employed by him at a rate not less than the minimum wages prescribed by the **appropriate Government..... (State/Central and applicable schedule of minimum wages as intimated by CWC)** under the Minimum Wages Act, 1948. Such wages shall be paid to such labourers through Bank by 7th of the month that immediately succeeds the month in respect of which wage is payable, after obtaining authorization from the respective labourers for payment to Bank. Labourers, who do not agree to receive payment through bank, may be paid in cash and such payment shall be made in presence of an authorized representative of CWC to witness such payment. However, the successful tenderer shall endeavour to pay the wages of such labourers also through Bank after obtaining requisite authorization from them in this regard. The successful tenderer shall submit to the Company a consolidated statement certified by the concerned Bank indicating payment of wages credited to the individual Bank Accounts duly acknowledged by the Bank by 15th of the month that immediately succeeds the month in respect of which wages were paid, along with acquittance roll / wage sheet in respect of payment of wage in cash should also to be submitted to the Company by the same date.

(IX) The successful bidder will be required to furnish to the company the following particular(s) for arranging a nominated representative of the company for witnessing the payment to be made by him to his workers immediately after the commencement of the work in question:

- i. Wage period
- ii. Place of disbursement of wages
- iii. Payment and date of disbursement of wages.

The above particulars are also required to be displayed in the form of a notice at the work place and a copy of the same is required to be sent by the successful bidder to the Inspector under the Contract Labour (Regulation & Abolition) Act, 1970, all payment of wages shall be made on working day at the work site and during the work times as provided in the rules framed under the said Act.

(X) The successful bidder shall undertake and be responsible to provide canteen, drinking water and other facilities for the labours employed by him in compliance of chapter 5 of Contract Labour (Regulation & Abolition) Act, 1970 and also provide for First Aid Box equipped with contents as may be prescribed under the rules framed under the Contract Labour (Regulation & Abolition) Act, 1970 at every place where contract labour is employed by him. The successful bidder shall also undertake to provide other amenities to his labourers as provided under the Contract Labour (Regulation & Abolition) Act, 1970 & Rules framed there under.

- i. The successful bidder shall not allow the use or sale of ardent spirits or other intoxicating beverages in the working area or in any of the building / premises occupied by the successful bidder in connection with the work.
- ii. No canteen facilities of the CWC will be available to the laborers under this agreement. However, the successful bidder should make adequate arrangement of canteen facilities for his labourers. Company will provide a structure for the purpose wherever possible.
- iii. The successful bidder shall ensure that the working hours for the female workers, if any, employed by them shall be regulated as per the provision of statute and that no woman worker are made to work inside the company's premises except between 6.00 AM to 6.00 PM of any working day.
- iv. The successful bidder shall further ensure that proper discipline and decorum is maintained by the workmen / employee engaged by him in the company's premises.

- v. The successful bidder shall also be responsible for proper house-keeping and cleanliness inside the warehouse and shall depute required number of workers and required equipments to ensure neat and clean environment inside the warehouse.

17. PROVIDENT FUND ACT, ESI & GST

- I.** The bidder should have his establishment registered with the Provident Fund Authorities under the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and shall as a proof thereof, attach a copy of the order / letter from the concerned Regional Provident Fund Commissioner allotting Provident Fund Code Number in respect of his establishment and submit the same along with the tender. He shall give an undertaking that he will utilize the referred Provident Fund Code Number for this contract.
- II.** The successful bidder shall submit the authenticated copy of the challan(s) by the 7th day of the English Calendar month showing deposit of Provident Fund dues (employees plus employer's matching contribution and related administrative charges) along with the list of labourers for whom such provident fund deposits have been made to RPFC's Office.
- III.** The tenderer should have his establishment registered with the ESIC Authorities under the provisions of Employees' State Insurance Act, 1948 and shall as a proof thereof attach a copy of the order/letter from the ESIC Authority concerned allotting code number in respect of his establishment and submit the same along with the tender.
- i. In the event that his code number has been issued from a State other than the State in which the Warehouse is located, he shall submit an undertaking that he will obtain a sub-code from the ESIC Authorities in the new State against his original code number and that he will utilize such sub-code for labour deployed by him in CWC premises, in case of his succeeding in his bid. Alternatively, if the registration is in the same State, an undertaking has to be submitted that he will utilize the code number for labour to be deployed in CWC premises, in case his bid is successful.
- N.B -** In the event that the area of operation/the Warehouse concerned is outside the jurisdiction of the ESI Act, 1948, the tenderer will produce a confirmation to this effect from the concerned ESIC Regional Office and shall submit an undertaking that he will ensure ESI coverage to labour to be deployed by him in CWC premises, in the event his bid is successful, from the date that ESI Act, 1948 becomes applicable to the Warehouse concerned during the currency of the contract. The tenderer will also confirm that in such an event, the ESI facility will be extended within a period of 60 days of such Govt notification/notice by CWC. In the event the confirmation on non applicability of ESI Act, 1948 as adduced by the tenderer / Contractor is found to be wrong or fabricated, his EMD / Security Deposit will be liable to be forfeited and his tender rejected.
- ii. Non coverage of Contractor's labour deployed in CWC premise after award of contract, during currency of the contract, as and when the ESI Act, 1948 becomes applicable, will entitle the Corporation to forfeit the Security Deposit and cancel the contract at the cost of the Contractor.
- iii. In case the Warehouse concerned is within the jurisdiction of the ESI Act, 1948, the successful tenderer shall submit an authenticated copy of the challan(s) by the 7th day of the English Calendar month showing deposit of ESI dues (contribution of both employees and employer) along with list of labourers for whom such ESI dues have been remitted. The company i.e CWC shall have the liberty of deducting the

requisite dues in respect of ESI coverage for employees of the contractor deployed in CWC premise and deposit the same with ESI Authorities in addition to deduction of a token amount of 2% of the Handling bill as a penal measure on a month to month basis in the event of failure of the contractor to obtain sub-code wherever applicable , and/or on his failure to remit ESI dues on time for all his employees deployed in CWC premise under the Contract.

(IV) The successful bidder shall comply with all the provisions of **GST** or any other statutory provisions which are required or will be required for rendering of his / its services to CWC.

18.NEGOTIATION /JUSTIFICATION OF RATES QUOTED

(a) Order in the Contract will be placed on the basis of L-1 quotation. If required, negotiations will be held with L-1 bidder only. If a bidder quotes un-workable rates, i.e. if the quoted price is less than the lower limit of the estimated rate (as determined by the Company), the bidder will be required to submit justification of rates quoted with price breakup within two weeks from the date of intimation & failing to comply with the same will amount to refusal leading to forfeiture of EMD & the tenderer will not be considered for participating in the retendering process.

(b) On non-acceptance of justification/refusal of the same, the bidder will be asked to furnish **Additional PG Bond** equal to the amount which will be the difference between lower limit of the estimated rate and the quoted rate of the bidder. The amount of PG Bond to be furnished will be calculated by multiplying such differential rate with the estimated quantity for first year of operation. The bidders, who refuse to comply with this, their EMD shall be forfeited and they will not be considered for participating in the retendering process if the contract is not finalised from the present tender.

The policy of Purchase Preference for products and services of Central Public Sector Enterprises (CPSEs) may be extended to the Handling Contract and shall be based on the extant guidelines issued by Government of India.

19.DECLARATION

I. Each bidder shall submit the following declarations along with the tender –

- a) Declaration to the effect that he has adequate organization, resources and experienced personnel to handle the type and magnitude of the subject tender.
- b) Declaration as to whether he has any relative within the meaning of Section 6 read with Schedule IA of the Companies Act, 1956 employed in any capacity in the Company.

NOTE :

In case he has any relative employed in any capacity in the Company, the full name with the position held in the Company must be clearly indicated. In case the bidder is awarded the contract, he shall inform the Company if any of his relative as defined above joins the Company at any time subsequent to the award of the contract and during the continuance of the contract.

II. Full information should also be given by the bidder in respect of the following–

(A) In case of Individual

- i) His full name, address & place of business.
- ii) His financial status (supporting Bank reference to be given based on their transactions during the previous 3 years. Proforma for Bankers Certificate at **Annexure-V**.)
- iii) His previous job experience (details)

(B) In case of Partnership Firms:

- i. The names of all the Partners and their addresses
- ii. Financial status of the firm and its partner (supporting bank referenceto be given based on the transactions of the firm & Partners during the previous 3 years as pro-forma at **Annexure- V.**
- iii. Attested copy of partnership deed to be attached.
- iv. Details of previous experience.

(C) In case of Companies

- i. Date of incorporation including the date of commencement certificatein case of public companies. Certified copies of Memorandum & Articles of Association as also certificate of incorporation are to be attached.
 - ii. Nature of business carried on by the Company and the provision of theMemorandum relating thereto.
 - iii. Name and address of all the Directors and other particulars. Previous experience (details should be furnished.)
 - iv. The authorized, subscribed and paid-up capital.
 - v. If the nature of the business differs from the business for which the company is incorporated, appropriate alteration in the Memorandum ofAssociation should be sought for from the Competent Authority and acertified copy of the order of such alteration should be furnished.
 - vi. Financial Status of the Company (Supporting bank reference to be given based on the transactions of the company during the previous 3years) as at Annexure-V
- III. If the tender is not accompanied by such declaration referred to above, the same shall be treated as incomplete and liable to rejection. In the event of furnishing wrong declaration in this behalf by a bidder whose tender happen sto be accepted by the company, the company reserves the right to rescind the contract forthwith as soon as the fact comes to light after award of the contract. The contractor shall, in such cases, make good to the company theloss or damage resulting from such cancellation.
- IV. On completion of Contract, Handling Contractor shall clear all dues including those of Railways, **GST Authority** and other agencies which are statutorily required to be paid by the HC in respect of services rendered to CWC. The Handling Contractor shall have to submit certificate of confirmation or proof ofpayment of such dues, for clearance of his / its final bill.

20. CONTRACT

- I.** The successful bidder shall execute a formal Agreement on non-judicial stamp paper. The advertisement for tender, tender form, invitation to tender instructions to bidders, terms and conditions of contract along with all the enclosures etc., any other letters exchanged with the successful bidder shallform part of the contract. (Annexure-IV).
- II.** The contractor shall keep responsible and experienced representative in the yard on a whole time basis to supervise the work and to take directions fromtime to time from the company's staff.

21. SUBLETTING :

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

In case of individual / sole proprietorship firm, the contract comes to an end with the death of the contractor / individual or the proprietor of the sole proprietorship firm and **contract shall not be awarded to his legal heirs**. Any person claiming to be as legal heirs of deceased contractor /individual or the Sole proprietorship firm seeking /desirous of their movable assets / cash/pending amount, is required to get succession certificate from the court of Competent Jurisdiction.

22. RELATIONSHIP WITH THIRD PARTIES :

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

23. SUMMARY TERMINATION :

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

24. SETOFF:

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

25. BOOK EXAMINATION :

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

26. DELAYS ,STRIKES ETC. :

The contractor will not be responsible for delays, which may arise on account of reasons beyond their control, of which the Regional Manager/Tender Awarding Authority shall be the

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

27. BLACKLISTING CLAUSE :

The non performing / defaulting H&T contractor may be suspended / banned for trade relation / black listed for next 5 [Five] years based on the gravity of non performance / default of the H&T contractor, by the **Regional Manager/Tender Awarding Authority CWC, (Address of RO/CO)**, whose decision in the matter shall be final and binding.

28. INTERPRETATION OF THE CLAUSE:

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

29. ACCEPTANCE OF TENDER

The Regional Manager, CWC, Regional Office _____ for and on behalf of the CWC, reserves the right to reject any or all Tenders without assigning any reason and does not bind himself to accept the lowest or any Tender. He also reserves the right to accept the Tender for any or all the offers. The successful Tenderer shall be advised of the acceptance of his Tender by a letter /telegram/ fax/ email. Where acceptance is communicated by telegram/ fax/e-mail the same shall have to be acted upon immediately, without awaiting for the post copy in confirmation.

30. EXECUTION OF AGREEMENT

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

- i. The execution of agreement shall be preceded by furnishing of Security deposit as detailed above. *The agreement shall be executed within one week of the acceptance of the tender, failing which the Contract is liable to be terminated.*

The Regional Manager may at his discretion, however, on a specific request by the successful tenderer, give additional time to the tenderer to furnish the Security Deposit and execute the Agreement, which in any case shall not exceed more than 15 days in all, including the original one week period.

Yours faithfully,

DATE:

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

TENDER FORM

(To be typed on the letter head of the Company / firm)

To :

The Regional Manager,
Central Warehousing Corporation,
Regional Office, Chennai - 15

SUB : TENDER FOR APPOINTMENT OF HANDLING CONTRACTOR

Dear Sir/Madam,

In response to your Tender No..... dated in theinviting offers for appointment of handling contractor in the CWCWarehouse at I / We, a Company / Partnership firm / an Association /Sole Proprietor (in the case of a firm, an Association / or a Joint-venture, please set out here full name of all partners / members)_carrying on business at hereby offer to carry out various operations, at the firm rates quoted in the schedule of operations.

I/We agree that this offer shall be valid for a period of 90 days from the date of opening of the tender part-I and if the offer is withdrawn / modified / varied before the said date of validity, the Earnest Money furnished by me / us shall stand forfeited.

I/We hereby agree to abide by Instructions to Bidders and fulfill your "Terms and Conditions" of the contract for handling Iron & Steel materials in your Warehouse at which shall be deemed to form an integral part of this offer and I / We herewith enclose original copies of Tender Notice, Invitation to Tender, Instructions to Bidders and Terms & Conditions duly signed on each page, as token of my / or acceptance thereof(except the schedule of operation and rates which is kept in a separate envelope).

I/We hereby agree further, to notify you at any time whether before or after acceptance of my / our tender, any change in the constitution of my / our firm / company either by the 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 bidder is a firm / company).

I / We note that no interest shall accrue on the Earnest Money Deposit. EMD without interest shall be refunded to the unsuccessful bidder(s) after 30 days of finalization of tender. But it will be retained by you towards the Security Deposit in the case of successful bidder for the due fulfillment of the contract.

I / We also note that acceptance of this tender as will be communicated by your Letter of Intent shall constitute a valid and binding contract between us.

I / We also note that failure to comply with the conditions specified in your letter for compliance of contract formalities shall have the effect of termination of the contract and I /We shall be liable for all

consequences thereof.

Thanking you,

Yours faithfully,

Date : _____

(Signature of the Bidder)Seal of Bidder

Encl :

- i) Tender Notice
- ii) Invitation to Tender
- iii) Instructions to Bidders
- iv) Terms & Conditions of contract along with all its enclosures, duly signed.
- v) Earnest Money
- vi) Cost of Tender Documents(for downloaded Tender Documents only)
- vii) Constitution of the firm / company including date of registration of the firm / company.
- viii) The names and addresses of the bankers of the bidders and the certificate of financial standing issued by the Banks as per Annexure-V.
- ix) A copy of the Letter/Order from the Regional PF Commissioner allotting a Provident Fund Code No. to the establishment of the Bidder. Further, an undertaking, that the bidder shall utilize the referred PF Code No. for this contract as per Annexure-X.
- x) Self attested copy of Registration with ESI authorities under the ESI Act, 1948 and/or undertaking/confirmation as mentioned at 16(III) in instructions to bidders as per Annexure-X.
- xi) Self-attested copy of GST Registration Certificate. Bidders should submit the proof of registration with GST Authorities, while submitting the tender.
In addition, they shall give an undertaking stating that the GST No. as mentioned in the tender shall be utilized by them on award of Contract. (Annexure-XVII)
- xii) An undertaking pertaining to performance record as mentioned at Clause 3(I)of Invitation to Tender as per Annexure-VI.
- xiii) Declarations /information as per clause 11(I) and 11(II) of Instructions to bidder.
- xiv) Undertakings as per Annexures-VIII and IX as regards cranes and equipments.

Witness (Signature)

1. _____

2. _____

Full Name : _____

Full Name: _____

Address : _____

Address: _____

Occupation & date _____

Occupation & Date _____

**TERMS AND CONDITIONS AND SCHEDULE OF OPERATION FOR
TRADITIONAL WING
TERMS AND CONDITIONS OF CONTRACT FOR HANDLING IRON & STEEL
MATERIALS – IN THE WAREHOUSE OF CENTRAL WAREHOUSING CORPORATION
AT TRICHY**

.....

1.0 Definitions

- 1.0 The following words and expressions as used in the *tender document* shall have the meaning assigned to them except when the context otherwise requires.
- 1.1 The ‘**Company**’ shall mean **Central Warehousing Corporation (CWC)** with its Regional Office at No. 4, North Avenue, Srinagar Colony, Saidapet, Chennai- 600 015 and also having one of its unit At K.K Nagar, Trichy, where the concerned Warehouse(s) is situated.
- 1.2 The expression **Regional Manager** shall mean the **Regional Manager** or any other officer of the Company for the time being in charge of the Company's Regional Office.
- 1.3 The expression **Warehouse Manager** or **WHM** shall mean the **Warehouse Manager** or any other officer of the Company for the time being in charge of the respective Warehouse in the location where he is posted.
- 1.4 “**Bidder**” shall mean the person, firm/Company or Corporation submitting a tender against the Invitation to tender and shall include his/its heirs, executors, administrators, legal representative, successor and assigns approved by the “Company”.
- 1.5 “**Contractor**” shall mean the successful bidder whose tender has been accepted by the Company and shall include the contractor’s successors and assigns approved by the Company.
- 1.6 “**Contract**” shall mean and include the contract between the Company and the Contractor duly signed by the parties thereto for the execution of the work together with all documents annexed/attached herewith or referred to.
- 1.7 “**Warehouse**” shall mean the premises where iron & steel materials are received, stored and / or delivered to customers etc.
- 1.8 “**Public Booking Point**” shall mean the Railway’s goods-shed where Railway wagons are placed for unloading &/or booking of goods including Iron & Steel Materials. (This goods-shed may not be a public booking point in the strict literal sense).
- 1.9 “**Private Siding**” shall mean the Railway siding as defined in the siding agreement with the Railways inside the Warehouse and where Railway wagons are placed for unloading &/or booking of Iron & Steel Materials.
- 1.10 “**Plant (s)**” shall mean steel plants at Bhilai, Bokaro, Durgapur, Rourkela, Burnpur, Bhadravati, Salem & Alloy Steel Plant at Durgapur.
- 1.11 “**Crane**” shall mean “**Mobile crane**” unless otherwise specified and “**Mobile cranes**” shall mean Tyre Mounted cranes with Boom and boom shall rotate by 360⁰ when the vehicle on which it is mounted is stationary
- 1.12 **Excepted matters** are those for which the decision of the Company is final as per the conditions contained herein.

2.0 2.0 Handling Operations –

- 2.0 The handling contractor shall handle the arrivals, deliveries and despatches of iron and steel materials. The nature of the handling work will be as indicated in the Schedule of Operations & Rates.
- 2.1 The Consignments will be received / despatched by the Rail route in rake loads / piecemeal wagons and / or by Road..
- 2.2 The Contractor will be required to do all the work involved from the stage of arrival of wagons/trucks, clearing of consignments arriving by rail or by road up to the stage of delivery to customers.
- 2.3 As already mentioned in the Instructions to Bidders, the Handling Contractor will take delivery of the incoming materials, only after inspection of wagons prior to placement, and stack them in an orderly fashion as per handling and storage guidelines laid down by the Company and stacking plan/other instructions issued by the Warehouse In Charge. The Company may, at its discretion, decide to give delivery of materials without stacking.
- 2.4 The handling contractor shall submit a weekly statement of pending RRs, unlinked wagons to our Warehouse in Charge every Monday. The contractor must submit the pending RRs latest within 2 months from the date of RR and the shortage certificates within one week from the date of reweighment. If due to delay on his part in complying with the above, filing of claims on Railways under the relevant section of the Railway Act is delayed and gets time barred, the value of the materials, will be recovered from the Contractor.
- 2.5 When the materials are to be unloaded at public siding / Railway Goods Shed, the Contractor shall arrange unloading of the same at the Good-Shed and arrange for weighment if required by the Company either at the unloading point or at any other public weighbridge or on the Warehouse weighbridge as directed by the Company and transport them by truck / trailers from the unloading point to the Warehouse(s). The contractor shall furnish truck / trailer challans / chits in respect of each truck in the manner required by the Company. The truck / trailer challans / chits will be supplied by the Company.
- a) The Contractor will have to arrange for security of materials unloaded at Public Booking Point. He will be solely responsible for any shortage that may occur from the unloading of the materials and their final transportation to Warehouse.

2.6 Damage to Material

- a) The contractor shall be responsible for any damage caused to materials and to Company's property if it takes place in the course of handling operations. In order to ensure damage free handling for packeted products and coils, the Contractor shall have to procure Polyester/Nylon slings at their own cost and use the same for handling such materials. Assessment of damage to materials etc. shall be done by the Warehouse Manager / RM on regular basis and his decision in this regard shall be final and binding on the contractors.

2.7 Recovery of amount toward damage to material

- a) Handling Contractor shall be liable to pay 2 (two) percent value of the cost of material calculated on the basis of listed price of the material as on the date of inspection by multiplying the same with the weight of piece / coil / packet as found damaged. The listed price is the price ex yard without any discount but including railway freight, stockyard margin, excise duty. The recoverable amount towards damage caused to material due to negligence of Handling Contractor and as certified by WHM shall be deducted from the next Handling Bill payable to the contractor. However, in case of total damage to material due to negligence /

improper handling, the full cost of material as prevailing on the day of inspection by WHM/RM/any other CWC official shall be recovered from the Handling Contractor without handing over such damaged materials to the Handling contractor.

2.8 Intimation of damaged material received from Plants / other places

a) Handling Contractor shall be required to report any material received in bent /twisted / damaged condition from plant in the warehouse within 24 (Twenty four) hours from the time of receipt of material to Warehouse Manager in writing along with photo-graphs of the material received in damaged condition. In case of failure of Handling Contractor to report the same within stipulated time, contractor shall be held responsible for the same and amount as mentioned above shall be deducted from his next Handling Bill.

2.9 If any materials are received in bent / twisted / defective condition, the same should be separately kept from the materials which are received in proper / good condition and kept in separate stacks. After inspection / certification by the Warehouse Manager / Warehouse Executive, clear paint marking should be made on such materials.

2.10 The Handling Contractor shall, as far as possible, carry out all handling operations as mentioned in the Stacking Plan, Handling & Storage guidelines laid down by the Company from time to time, as well as, other instructions issued by the Company's Warehouse In Charge. The Contractor would use the same in order to –

a) Comply with the rules and procedures of Warehouse material handling

b) Observe all precautions to avoid hazards and instill highest degree of safe working habits / practices in his employees / labourers

c) Train his working personnel / labourers to work in terms of the rules or procedures set out by the Company.

2.11 Mere compliance to the stipulation mentioned above, will in no case absolve the contractor from any of his liabilities. The Contractor shall as far as possible utilize the tools and tackles provided by the Company for handling operations as per above stipulations, wherever provided.

2.12 If documents relating to consignments are not received by the contractor for any reason prior to receipt of the wagon, the contractor should measure the size / thickness by utilizing proper measuring instruments and the same should be reflected in the W.A.R. For this purpose, the contractor should engage personnel having experience and expertise in similar line. For the purpose of determining quality, the contractor should examine materials for paint marking / metal tags / stickers and labels and details noticed should be recorded on the W.A.R.

2.13 If documents are available with the Handling Contractor for consignments received, full details as mentioned in the Consignment Advice should be painted on bundles / plates / coils / packets for identification purpose. All consignments must invariably carry identification markings duly painted.

2.14 Immediately after unloading, painting of the materials for demarcating the quality and marking of the stacks will be done by the handling contractor as required by the company. In case these materials are ultimately stacked at any other point other than the place where it was initially unloaded, such marking may be done again for purposes of identification.

2.15 The materials should be transported from the point of unloading to predetermined place of stacking or any other place as directed by Warehouse Manager / Warehouse Executive and stacked in conformity with the stacking plan / Handling and Storage guidelines laid down by the Company or any other manner required by the Company, as directed by the Warehouse

Manager / Warehouse Executive from time to time.

- 2.16 A Preliminary Tally Report (PTR) / Wagon Arrival Report (WAR) for each consignment received must be submitted by the Contractor in triplicate immediately after the materials are unloaded at the siding or any other place. The material so unloaded, should be properly sorted and stacked forthwith as instructed by the Company. The contractor shall also be required to indicate the BAY NO., shifting (yes/no) and stacking (yes/no) in the system generated PTR along with other details as per prescribed format within 3 days of receipt of system generated PTRs or within 3 days of receipt of relevant documents whichever is earlier. CWC will provide necessary computer with printer to the handling contractor and he will be responsible for entering plant CA(Consignment Advice) data, entering receipts upon arrival, linking of CAs with receipts in the system, generating PTRs and FTRs through system and will submit a copy of system generated FTRs to WHM for verification. Further, no claim towards shifting and stacking will be admissible in those cases where materials are shifted and/or stacked after 3 days of unloading of materials. In case of unlinked wagons the statement indicating the Wagon number, Date of arrival in the Yard, originating station, details of materials received, marking if any etc. should be submitted weekly.
- 2.17 If at any time restacking or sorting is required to be done by the Company as a result of the Contractor's negligence, no remuneration would be allowed. The Contractor shall effect such restacking forthwith on receipt of instructions from the Company. In the event of failure of the contractor to carry out the instructions of the Company in this regard within the period of 7(seven) days, the Company shall have the work done by other means and the expenditure thereon, shall be deducted / adjusted from his bill / security deposit. When the restacking or weighing of stacks is carried out for verifying stocks, the Contractor will be paid at the scheduled rates.
- 2.18 At the time of delivery, some materials may have to be shifted at the specific instructions of the Company and delivered. Materials thus removed for facilitating such delivery, will be kept back in the original position. No extra charge will be paid for such operations.
- 2.19 Loading into customers trucks / trailers or any other mode of transport shall be the job of the contractor stipulated in the loading slips or loading instructions given by the Company. The Contractor shall be responsible for loading all the trucks / trailers which will be taken into the Warehouses up to the time as stipulated by Warehouse In charge depending upon the day-to-day exigencies of work and local conditions.
- 2.20 The Contractor shall employ adequate number of loading supervisors to be present in the Warehouse office to collect loading slips and arrange for speedy and smooth loading of materials. The contractor is expected to have adequate knowledge about the size / thickness / description of materials / wagon-wise and for this purpose, the contractor may refer WAR / FTR. As soon as the loading slips are collected by the handling contractor and loading instructions are passed on to the contractor, it is his responsibility to load the correct materials to the correct customer in time.
- 2.21 Loading operations should generally be completed within two hours of the issuance of loading slips for Traditional Wing. If for any operational constraint the loading operations are affected, the same should be brought to the notice of the Warehouse In-Charge immediately in writing with reasons. Immediately after completion of loading, complete details of materials like quality size loaded and other particulars should invariably be mentioned in the loading slip and such slip should be returned to the Warehouse In-Charge for preparation of challans.
- 2.22 In case of delay beyond four (4) hours, to be computed with reference to the time as recorded at the time of taking gross weight of the vehicle and tare weight as recorded in the weigh-

bridge computer of the Company for items of Traditional Wing, a penalty of Rs.500/- (Rupees five hundred only) per day per vehicle for the material loaded in the vehicles for delay beyond the above period shall be levied on the Handling Contractor. The amount towards late deliveries shall be calculated at the end of each month on the basis of records maintained by the Company and such recoveries shall be made from the Handling Bill of the contractor. This clause will be applicable for delay in unloading of materials also from vehicles in case of receipts by Road under Stock transfer/quality complaints. The penalty for delay in loading/unloading pertaining to vehicle is applicable irrespective of number of punching.

- 2.23 Delivery shall be effected by the Contractor as per the stipulation in the loading slip. If the materials are loaded on the trucks / trailers, the excess quantity revealed after weighment should be off-loaded and replaced at Contractor's cost in the original stock. In case of outgoing dispatches by rail, the contractor will make all necessary arrangements including requisition of wagons and take all necessary steps for dispatching the materials including the packing, weighment / counting in accordance with instructions of the Company and obtain proper & clear Railway Receipt as per receipted challan for the number of pieces and / or tonnage of materials made over to him. Delivery of any materials not in strict conformity with the loading slip will be treated as wrong delivery and Contractor will be held responsible for any damage / losses suffered by the Company on this account. The decision of Warehouse Manager in this regard shall be final and binding on the Handling Contractor.
- 2.24 Under no circumstances, the Contractor or his representative / worker / labourer shall collect any charges from the customers or their authorized representatives or the transporter or any agency for any of the operation performed in the course of delivery of the materials.
- 2.25 All materials made over to contractor for booking by rail are deemed to be in the possession of the Contractor and his care/custody at his own risk and responsibility until the same have been received by the Railways and correct /clear RR handed over to the Company in time. In case dispatches by rail are to be made "FREIGHT PAID", the Contractor should pay the freight and claim it subsequently from the Company.
- 2.26 The rates for booking the materials to any other station or for bringing materials from unloading points to the yard premises shall be deemed to be inclusive of loading / unloading, transportation and of all incidental charges /expenses.
- 2.27 In the event of the loss or misplacement of Railway Receipt, 'Due Slips' and shortage certificates for inward (or outward) wagons or receipted challans by the Contractor, the Contractor shall be responsible for all consequential losses and extra expenses etc arising out of such loss / misplacement of the Railway Receipt / challan. The assessment of the Warehouse Manager or his representative for such losses will be final and binding on the contractor. Any amount due from the Contractor on this account shall be paid by the Contractor forthwith on demand. The Company shall be free to recover the losses / charges etc from the Security Deposit and / or deduct the amount from the bills of the contractor at its sole discretion. In cases of recovery from the Security Deposit, the shortfalls in the Security Deposit will have to be replenished within three days of the instructions to replenish failing which no bills will be processed and paid.
- 2.28 Unloading & loading of wagons must be completed within the free time allowed by the railway authorities irrespective of the number of wagons (even if it is rake load) placed on Company's account. The Contractor shall be responsible for all demurrage / wharfage, rebooking charges and/or any other incidental loss/charges incurred due to his failure to make over the wagons to the Railway either empty or loaded as the case may be, within the free time allowed. All charges incurred in connection with booking or taking delivery of the materials shall be borne by the Contractor himself, and all such sundry expenses are deemed to be

covered by the rates given in the attached Schedule of Rates. For this purpose, the Contractor shall maintain a current account in his own name with the Railway / Port / Municipality or other authorities concerned in terms of this contract and all monetary transactions connected with the Railway / Port / Municipality or other authorities are to be operated only through the aforesaid account. Whenever Octroi or similar local levies are payable to the local authorities, such payments should in the first instance be made by the Contractor, then claimed from the Company. After unloading of the materials at public siding Railway Goods Shed, if the handling contractor cannot arrange to bring the materials to our Warehouse / go-down within the free time allowed by the Railway authorities due to one or other reason, it will be the responsibility of the Contractor to keep his representative(s) at the unloading point(s) for safeguarding the materials from theft / damage. Siding charges, shunting / haulage charges are however payable by the Company for which each Branch maintains a Deposit Account with the Railways.

3.0 Liabilities of the Contractor.

3.1 The Contractor will be held responsible for damage caused by his staff, Transport, equipment, etc, employed by him, to any rolling stock / property of the Railways or the property of the Company or any injury / death caused to the customers, visitors and employees in Company's premises as also to third parties. The claim / claims in this regard, as assessed by the RM or his representative, shall be final and binding on the contractor and shall be met by him or deducted from his dues.

3.2 While handling the materials, the contractor should comply with all relevant Railway/Port Trust Rules, Regulations and any other state or Central Act / Legislation in force, and shall be responsible for all damage / losses etc, arising out of any infringement thereof. While handling, extreme care should be taken to protect and preserve the condition of materials.

3.3 The provisions of clauses relating to damage to materials shall also apply to assessment of damage caused to materials due to negligence of the contractor during the performance of various operations covered by the contract.

3.4 No materials will be allowed to be stacked / kept outside the yard premises or on the roads or railway lines within the warehouse or at point where it might impede the free movement of traffic.

3.5 The contractor shall have to provide for all necessary safety equipments such as helmets, gloves, boots etc. to all his personnel including to the labour engaged by him. However, Personal Protective Equipments (PPE), if not provided by the contractors to their contract labours, as and when needed, CWC shall have the option to provide the same to the labours and the expenses incurred shall be recovered from the bills of the contractors. The CWC is not obliged to provide the contractor with any equipment for handling the different types of materials and the contractor should employ his own equipment and manual labour for the same. The Company may, at its own discretion, also provide Mobile Cranes / Fork lifts / Tractors / Trailers etc as per terms. Besides, load testing for Mobile Cranes is to be done, once in a year, based on the recommendation of the manufacturer. Expenditure on this account will be to the Contractor's account.

3.6 The contractor will have to collect all packing materials like binding wires, hoop, iron strips, wooden packing, etc on day-to-day basis and stack them at appointed place. In the event of failure of the contractor to perform the job, the Company shall get the work done by outside Agency at the risk and cost of the Contractor and recover such expenditure from the bills of the Contractor. However, in case, any material belonging to the Railways like lashing chains,

Stanton Rods, Coupling or other parts of Railway wagons which have been transported to the yard, the same may be brought to the notice of the Warehouse-in-Charge for handing over to the Railways.

3.7 The contractor shall keep responsible and experienced representatives at the yard, on a shift basis to supervise the work and to take instructions from time to time from Company's staff.

3.8 In the event of the Contractor's failure or default to provide sufficient equipments and timely labour at any time to do any of the jobs entrusted with under the contract or in the event of the contractor unilaterally terminating the contract, the company shall have the right to get the work done by employing another Agency and all charges and expenses incurred by the Company in this behalf shall be recovered from the contractor either from his bills or from any other amount payable to the Contractor either under this contract or any other contract.

3.9 The Contractor shall be solely responsible for any injury / damage that maybe caused to his personnel and should provide full medical treatment to his staff and labour in case of accidents on duty. The company shall in no manner be liable to the contractor or any member of his staff or any other person for injuries or death caused as a result of accidents either within or outside the warehouse premises in the course of work and / or arising out of work. The contractor shall be responsible for such contingencies and will make good all claims and/or compensation claimed in this regard and/or as decided by the appropriate authority, as the case may be, under Employees' Compensation Act, 1923 (if applicable) and other relevant laws of the land. He shall also indemnify the Company in respect of claims for compensation arising out of any injury/accident to any of his employees deployed in CWC premise in the course of and out of employment in terms of the provisions of the Employees' Compensation Act, 1923 (if applicable) or any subsequent modification or amendments to the Act thereof. In case the amount of compensation so determined is not paid by the contractor, the company may pay such amount in terms of the order, and shall recover the same from the pending bills of the contractor. All costs incurred in connection with any such claims shall be to the account of the contractor.

a) The contractor shall also be liable for payment of compensation against claims arising out of any injury/death caused as a result of accident to any outsider /visitor or any other involved person in the course of handling operations and /or arising out of handling operations within the Warehouse premise, during his/her visit. This shall be irrespective of the third party insurance policy and / or claim created by CWC.

3.10 Although CWC shall obtain a third party Insurance for the purpose of compensating any person (s) for any injury, death, partial / total disability that any person / persons may suffer during handling operations within the precincts of the Warehouse, the contractor will continue to be bound by the provisions of the Employees' Compensation Act, 1923 (if applicable) and / or other statutes relating to this, as may be applicable and the above insurance shall in no manner whatsoever dilute his statutory responsibilities / obligations as also compensation payable to outsider/ involved person other than his employees , as explained in the previous clause viz. Clause No 3.9.

3.11 The Contractor shall carry out, perform and observe the provision of the Shops & Establishment Act, Employees' Compensation Act, 1923 (if applicable), Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Fund & Miscellaneous Provisions Act, 1952, ESI Act 1948 or other enactment passed by the Parliament or State Legislatures and the rules made there under by the appropriate Government (s) in any way affecting the labour employed by the Contractor(s). The Contractor shall indemnify the Company against any

liability that may be imposed by law or by Government for non-observance of any of the Act or Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Fund & Miscellaneous Provisions Act, 1952, or any other enactment passed by Parliament or State Legislature applicable to the labourers employed by the contractor.

3.12 In the event of any amount being adjusted against the Security deposit, the Contractor shall immediately thereafter make good the amount so adjusted and on the Contractor's failure to do so, within the time prescribed by the Company, the company shall have the option to terminate the contract.

3.13 Whenever the contract is terminated, the contractor shall be required to pay to his labourers retrenchment benefits in terms of Clause 25(f) of the Industrial Dispute Act, 1947, and submit necessary documents towards such payment to the company in support of the same. Any deposit which may be lying with the Company to his credit is liable to be utilized for such purpose. If he fails to make such payments, his final payment is also liable to be withheld till such time all the above requirements are not met by him, in full.

4.0 Contract Labour (Regulation & Abolition) Act, 1970 and safety

2.1 The Contractor shall abide by all the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and the Rules framed there under.

2.2 The Contractor shall be solely responsible for and immediately provide all the welfare facilities to his Contract Labour as prescribed under the Contract Labour (Regulation & Abolition) Act, 1970, namely canteen, rest rooms, sufficient supply of drinking water at convenient places, sufficient number of latrines and urinals, washing facilities and also First Aid Boxes equipped with contents as may be prescribed under the Rules framed under the Contract Labour (Regulation & Abolition) Act, 1970, at the place(s) where Contract labours are employed by him.

2.3 The Contractor must ensure that sufficient water is available at all times. In case of any failure or breakdown in supply of water by state authorities, it shall be the responsibility of the Contractor for arranging potable water from outside sources. The Contractor shall make adequate arrangement for cleanliness and routine upkeep of the Rest Rooms, Canteens, Urinals, Latrines, etc, meant for the use of his Contract Labour.

2.4 The Contractor shall furnish to the Company before the commencement of the work, a list of workers employed by him with their respective daily rates of wages and the dates of disbursement as also, the dates of their engagement along with a statement if they are members of the recognized Provident Fund to enable the Principal Employer to check up whether the Contractor discharges his obligations u/s 21 of the Contract Labour Act and its rules.

2.5 The Contractor shall also furnish to the Company a list of his labours and the number of days actually deployed in the Warehouse. Such list has to be furnished for every month during the first week of the subsequent month.

4.5.1 Drill on Issuance of Gate Pass

- (i) The handling contractor shall intimate the Warehouse Manager, in writing, the list of contract labours, not exceeding the number as indicated in the tender document (**to be checked by the WHMs**), to be deployed by him immediately after issuance / renewal of labour license.
- (ii) The handling contractor shall issue Photo Identity Cards to the contract labours deployed

by them and the photocopies of such Identity Cards issued by the Contractor shall be enclosed alongwith the written communication as stated above.

- (iii) The Warehouse Manager, on receipt of such intimation, has to issue instructions, enclosing a consolidated list of labourers and their Photo Identity Cards, to the concerned Security Personnel at the gate for allowing entry to the contract labours in the warehouse. This intimation will be considered as the **Gate Pass** issued by the Warehouse Manager and will be valid for one year or till the validity of license, whichever is earlier. The warehouses shall maintain these records separately with all details as mentioned above.
- (iv) In case of any change in the list of names of the labourers already furnished, the Contractor shall complete all necessary formalities in respect of the fresh list before intimating to the Warehouse Manager.
- (v) The Photo Identity Cards issued by the handling contractor should contain – photograph of the person, name, address of the work premises, designation (e.g. labour, crane operator, rigger etc.) father's name, age, identification mark, present address, permanent address, contact no., date of issuance of identity card and signature of issuing authority. These cards may have validity for the entire period of the contract.
- (vi) The handling contractor shall also furnish the list of names of his permanent employees like his representative e.g. Manager and supervisors along with copies of their Photo Identity Cards to the WHM for issuance of Gate Pass for them.
- (vii) At the end of validity period, as indicated in the letter submitted by the handling contractor, containing the list of contract labour, he shall make fresh application, in line with renewal of labour license, to the Warehouse Manager for further period, once again enclosing a list of contract labours along with Photo Identity Cards, intended to be deployed. The process as stated above shall be repeated once again for issuance of fresh Gate Pass.

4.6 The Contractor shall be responsible for payment of wages to the labourers employed by him at a rate not less than the minimum wages prescribed by the **appropriate Government..... (State/Central and applicable schedule of minimum wages as intimated by Regional Office)** under the Minimum Wages Act, 1948. Such wages shall be paid to such labourers through Bank by 7th of the month that immediately succeeds the month in respect to which wage is payable after obtaining written authorization from the respective labourers for payment to Bank. Labourers, who do not agree to give such authorization may be paid in cash and such payment shall be made in presence of an authorized representative of CWC to witness such payment. However, the Contractor shall endeavor to pay the wages of such labourers also through Bank after obtaining requisite authorization from them in this regard. The Contractor shall submit to the Company a consolidated statement certified by the concerned Bank indicating payment of wages credited to the individual Bank Accounts duly acknowledged by the Bank by 15th of the month that immediately succeeds the month in respect of which wages were paid along with Acquittance Roll / wage sheet in respect of payment of wage in cash should also to be submitted to the Company by the same date.

4.7 Safety at Warehouses

- a) Safety is the responsibility of the Contractor and his staff / employees / workmen engaged / either directly or through labour boards / association deployed for execution of work under the Contract, individually and collectively. For this purpose, the Contractor staff means and includes all its Associates / Sub-contractors / Vendors / Sub-vendors and their staff / employees / workmen deployed for execution of the work

under the Contract. The Contractor shall ensure that his workmen participate in the safety awareness, health care and safety training programs whenever such programs are organized by the Company or the Contractor.

- b) The Contractor's scope of work shall include, but not be limited to execution of work /contract, adequate safety arrangement for men, machines and materials etc., engaged during the execution of the contract.
- c) While executing the contract, the Contractor / his supervisor has to ensure safety of surroundings with regard to Company's work place / site / warehouse and other Contractor's men / machines / system etc.
- d) The contractor will also be responsible for ensuring safety of men and equipment (vehicle) brought in the stockyards by transporter(s) for lifting materials or unloading materials. He shall also be responsible for the safety of railway personnel and wagon / engine placed inside the stockyard premises
- e) The provisions contained herein will apply to all kinds of work involving mechanical / electrical equipment.
- f) The contractor shall abide by the special clauses for safety and engagement of Contract labour at the Warehouse as mentioned hereunder and WHM will over-see these functions through the nominated Safety Officer/Supervisor:-
 - i) That contractor follows guidelines, safety rules / regulations / safety manuals etc., maintains the registers / documents and submits reports / returns in time and also abides by the provisions of all statutory Acts & Rules.
 - ii) That contractor prepares a job safety analysis in cases of complicated and hazardous work.
 - iii) That basic industrial training is provided to the contractors' workers and records are maintained including special safety induction wherever required for crane operators, forklift operators etc. (Annexure-XIII)
 - iv) That contractor shall arrange to provide to all his employees / workmen adequate number of pocket sized safety cards containing safety instruction based on company's Safety Manual in Hindi or regional languages and ensures that they read it before start of the work.
 - v) That the safety instruction from the Safety Card are read and explained by the contractor / his Safety Supervisor to those employees/ workmen who are illiterate and cannot read and ensure that they have understood.
 - vi) That contractor provides safety instructions every day before start of the work and the necessary precautions to be taken while executing the jobs / contract during the particular day.
 - vii) That the briefing to the workmen / labourers is given by contractor / safety supervisor who have been given safety induction and records are maintained to this effect.
 - viii) That the contractor furnishes information / reports relating to accidents i.e. all minor / major, serious or averted, with or without injuries to persons and submit reports (Annexure-XIV & Annexure-XV).
 - ix) That contractor analyzes every such accident and takes remedial action.
 - x) That the contractor provides PPE (Personnel Protective Equipment) and safety appliances required to carry out the jobs to all his workmen deployed by him and ensures that they use those PPE and safety appliances while on the job.

- xi) That the PPE and safety appliances supplied by the contractor conform to BIS. If materials conforming to BIS are not available then PPE and safety appliances as approved by CWC shall be procured by the contractor.
 - xii) That contractor may be directed for stoppage of work in case he fails to provide his workmen with required PPE and safety appliances.
 - xiii) That the contractor uses for the jobs only such handling equipments, tools and tackles etc. which are of adequate capacity, tested quality and with valid certificate of fitness.
 - xiv) An undertaking that the contractor engages only competent workers. (Annexure-XVI)
 - xv) That the contractor ensures that his employees / workmen are subjected to medical examination as per law and keep records.
 - xvi) That the contractor provides maintains and arranges periodical checking of fire extinguishers of appropriate type and other facilities namely sand buckets etc. and identified workmen are trained for their use.
 - xvii) That the contractor ensures availability of First-Aid Box completes with all requisite items and ensures that correct usage of First-Aid Box forms a part of safety induction.
 - xviii) That no workmen of the contractor takes rest / shelter near any stock of materials, electric installation etc.
 - xix) That it will be the responsibility of the contractor to provide **Fluorescent jackets** to all contract labour including Crane operators & his employees for regular use during operations in the warehouse. In the event of failure to do so, CWC shall have the option to provide the same & the expenses incurred shall be recovered from the bills of the contractors.
- g) Whenever any accident occurs which either –
- i) Causes loss of life to a worker or
 - ii) Disables a worker from work on which he was employed for the rest of the day or shift in which the accident occurred, such accident shall be brought to the notice of the Warehouse Manager or his representative immediately. The injured person shall be given first aid and thereafter immediately conveyed to the hospital or other place for treatment.
- (h) The Contractor shall not allow the use or sale of ardent spirits or other intoxicant beverages in the working area or in any of the building, premises occupied by the Contractor in connection with the work.
- (i) Penalty of Rs. 25/- (Rupees Twenty five only) shall be recovered from the contractor for any violation in use of PPE, per labour per day.
- (j) Penalty of Rs.3000/- (Rupees Three Thousand Only) shall be recovered from the contractor for near miss accident or dangerous occurrences.
- (k) Penalty of Rs.10000/- (Rupees Ten Thousand Only) shall be recovered from the contractor for each reportable accident.
- (l) Penalty of Rs.25000/- (Rupees Twenty Five Thousand Only) shall be recovered from the contractor for each fatal accident.

5.0 Rates payable and Escalation

5.1 By submitting a ~~quotation~~ the bid, the Contractor shall be deemed to have fully familiarized himself with all operations and requisite data in connection with the contract. After the tender is accepted, no claim will be entertained for enhancement of the rates or otherwise on account of the work involved on any ground whatsoever.

5.2 However, the Company shall, periodically revise the rates applicable to four major operations, considered originally for tender evaluation, namely unloading, transportation (both external and internal), stacking and ex-yard delivery for Traditional wing, in case of road receipt at Traditional wing. Operations other than these would not be considered for escalation consequent on changes in the price indices in the manner described in the succeeding sub-clause.

5.3 The rates quoted in the Schedule of Operation & Rates annexed here to for major operations as mentioned above, will be deemed to comprise of various components as follows –

Composition of the rates & weightage of various components of work involved.

Components	Traditional Wing
	Steel Materials
Labour	15
Fuel	35
Overheads	35
Profit	15
Total	100

For road receipts of steel materials, escalation will be worked out on the basis of component wise weightage applicable for Traditional wing.

5.4 The rate mentioned in the Schedule for various operations will be broken up accordingly into various components as above for the purpose of determination of escalation or adjustment of rates. The decision of the Company as to the groups, in which the various operations will be classified as above, will be final.

5.5 The component relating to profit will not be subject to any escalation or adjustment during the tenure of the contract.

5.6 The Contractor will be deemed to have quoted with reference to base indices as below –

(i) Labour

(a) Traditional Wing

Minimum or statutory wage applicable in the concerned local area 60 days prior to the closing date of receipt of tenders for the nature of operations involved. As regards component of the salaries and expenses towards crane operators, supervisory staff etc. same has been taken under the component of overheads.

ii) **Fuel charges:****(a) Traditional Wing**

The retail selling price of diesel 15 (fifteen) days prior to the closing date of receipt of tenders, at the nearest petrol / diesel filling station run by or authorized by the Indian Oil Corporation.

iii) **Overheads : (Traditional Wing)**

(a) The applicable Index No. will be the one applicable to manufacture of machinery and equipment, and manufacture of motor vehicles, trailers and semi-trailers on a simple average basis to determine the applicable indices for escalation on account of overheads. Further, applicable indices would be on RBI Index Numbers of Wholesale Prices in India applicable to the month in which 60th day prior to closing date of receipt of tender falls.

iv) The applicable labour rate for the purpose of Escalation will be the requisite order / directive from the concerned Office of the Labour Commissioner / Asst Labour Commissioner. The RBI Indices in respect of Overheads will be taken from the Reserve Bank of India Bulletin as indicated in **5.6 (iii)**

Illustration of the escalation calculation:

Component	basic index (A)	revised index (B)	difference (C)	% change
Labour	For labour & OH (60 days prior to closing date of tender)	For labour & OH (60 days prior to closing date of 2 years of completion)	(A)-(B)	(C)/(A)*100
Fuel	For fuel (15 days prior to closing of tender)	For fuel (15 days prior to closing of 2 years completion)		
Overhead	RBI index numbers of wholesale prices in india applicable to the month in which 60th day prior to closing date of tender	RBI index numbers of wholesale prices in india applicable to the month in which 60th day prior to closing date of 2 years completion		

Arriving at a escalated rate for Handling of materials received by Road or Handling of materials received by Rail in Traditional wing i.e rates increase in respect of Schedule 1, 2 & 3 rates quoted respectively,

Component	Weightage %	Existing rates	% Change	Effect Neutralization	Escalated rate/MT
Labour	15	P (15% of L1 rate)	(C)/(A)*100 from the above tabel for the respective head	100	100% OF (P*% CHANGE)
Fuel	35	Q (35% of L1 rate)	(C)/(A)*100 from the above tabel for the respective head	60	60% OF (Q*% CHANGE)
Overhead	35	R (35% of L1 rate)	(C)/(A)*100 from the above tabel for the respective head	50	50% OF (R*% CHANGE)
Profit	15	S (15% of L1 rate)	0	0	0
Total	100	L1 rate			Sum of the above will be the rate escalation per MT

5.7 Escalation / adjustment

- 5.7.1 The rates will be revised after every subsequent 12 months period from the date of commencement of work as indicated in the Work Order/Agreement, based on the index as reflected in documents from relevant sources for overheads and labour prevailing 60 days and for fuel prices prevailing 15 days prior to completion of every 12 months period. There will be no escalation for first year of operation. However, the bill towards the differential amount on account of escalation shall be submitted upon completion of an escalation period on yearly basis. For last year of operation including extension period, the bill towards the differential amount on account of escalation shall be submitted upon completion of the contract.
- 5.7.2 Escalation or adjustment of rates in respect of the component relating to 'overheads' will, however, be calculated with reference to 50% of the amount of component mentioned in clause 5.3 above.
- 5.7.3 Adjustment in rates will involve both upward and downward revision depending on the fluctuation in the indices.
- 5.7.4 Escalation or adjustments in the rates would always be made with referenceto Base Indices as indicated in the Tender documents at clause 5.6 above only and not with reference to indices on the date of the previous revision, if any, of the rates.
- 5.7.5 In respect of fuel 60% will be neutralized.
- 5.8 The invoice/bill for handling charges shall be prepared by the Handling Contractors, in triplicate, on the basis of the annexed Schedule of Rates for the actual operations performed and GST element against such handling during a month.
- (i) Every invoice/ bill of the Handling Contractor shall be serially numbered and shall contain the following, namely:-

- (a) The name, address and the **GST** registration number of the Handling Contractor.
 - (b) The name, address and the **GST** registration number of CWC, Regional Office, Chennai
 - (c) Description, classification and value of taxable service provided or to be provided and
 - (d) The **GST** payable thereon.
- (ii) The invoice/bill should be submitted on monthly basis and not later than 30 days from the expiry of the concerned month.
 - (iii) The Company shall endeavour to release payment against such invoice/bill within 30 days of receipt of each running invoice/ bill along with the requisite documents and payment of final invoice/ bill within 60 days from the receipt of final invoice/ bill after completion of all the formalities as per the terms of the contract.

5.9 For materials accounted on 'sectional weight', bills will be paid on sectional weight and in case of materials sold on actual weight, bills will be accounted on scale weight and in the absence of any scales on the basis of RR weight, as per the FTR/ challan submitted. In respect of wagons taken possession of after obtaining the shortage certificate, the weight for which bill will be raised, shall be the actual weight received.

5.10 Treatment of GST:

- 5.10.1 As Input Tax Credit shall be available on the basis of invoice raised by Vendors, in case subsequently Input Tax Credit is denied in **GSTN** for the reason not attributable to CWC then the amount of **GST** disallowed for Input Tax Credit shall be recovered from any subsequent bill of the vendor/ supplier/ contractor or by way of encashment of Performance Guarantee Bond/ security deposit.
- 5.10.2 If Input Tax Credit is taken by CWC but is subsequently reversed or not allowed by the Central/ State Authorities due to the reasons not attributable to CWC, then the amount of **GST** along with interest payable and penalty shall be recovered from the vendor/supplier/contractor from any subsequent bill of the contractor or by encashment of Performance Guarantee Bond/ security deposit.
- 5.10.3** The vendor/ supplier/ contractor is required to pass on the benefit arising out of introduction of **GST** by way of reduction of price as contemplated in the provision relating to Anti Profiteering Measure as per **CGST Act, 2017**.
- 5.10.4 Where reduction in Bill amount of any vendor/ supplier/contractor is taken place then such vendor/supplier/contractor shall promptly issue credit note to CWC.

6.0 TENURE OF THE CONTRACT

- 6.1 Tenure of the contract shall be for a period of **5 (Five) Years** from the effective date which will be the date mentioned in the Work Order / Agreement. The Company shall have the right to extend the contract period by 2 years on the same rates, terms and conditions and the contractor shall be bound to carry out the work during the period of extension without any reservation.
- 6.2 The Company shall have the right to terminate the contract at any time during the currency of the contract (both during initial period and extended period) by serving 90 (ninety) days notice in writing without assigning any reason whatsoever and without payment of any compensation.
- 6.3 In the event of Contractor's failure to discharge duties / obligations strictly in the manner

stipulated in the contract, the Company shall have the right to terminate the contract after giving 30 (thirty) days notice to cure the breach. In the event of his failure to do so, Company can terminate the contract and forfeit the Security Deposit and PG Bond. The decision of the Company as to the failure of the contractor to discharge his / their obligations strictly under the contract, shall be final and binding upon the contractor.

6.4 Performance of the contractor shall be evaluated on quarterly basis based on the parameters indicated at Annexure-XX. The Contractor/his authorised representative will be made associated in the Performance Evaluation process.

6.5 In the event of involvement of Contractor & his team in theft, misappropriation of Company's assets & on instances of misconduct & misbehavior, the Company shall have the right to terminate the contract after giving 30 (thirty) days' notice. In such cases also the Company shall have the right to forfeit the Security Deposit and PG Bond to make good losses suffered. The decision of the Company as to the involvement of the contractor & his team in case of theft, misappropriation of Company's assets & on instances of misconduct & misbehavior shall be final and binding upon the contractor.

7.0 GENERAL:

7.1 The Company also reserves the right to apportion the work and award the same either simultaneously or at any time during its currency, to one or more contractors as it may deem fit. The Company may call fresh tenders for appointing contractors for the un-apportioned work.

7.2 The Company also reserves the right of availing the services of other specialized Agencies for the services referred to in this Contract to meet an emergency if the RM or his representative, whose decision shall be final, is satisfied that the contractor is not in a position to render specific service within the period in which such services are required.

7.3 The mere mention of any item or work in the contract does not by itself confer the right upon the Contractor to demand that item of work at all times.

7.4 The Earnest Money Deposit of Rs...../- (RupeesLACS only) furnished by the successful bidder at the time of tendering will be converted into Security Deposit. The deposit will be refunded to the contractor on termination/expiry of the contract on his production of:

- a) No demand certificate from Railways in favour of the Company (to be obtained by the Contractor)
- b) Clearance from Inspection agencies (comprising of Regional Estate Management Division representatives) regarding the companies cranes / equipments etc. The report should clearly indicate the spares / parts found missing / damaged due to reasons other than normal wear and tear, so that the liability of the contractor can be established.
- c) Proof of deposit (PF challan) of monthly contribution, Annual Accounts statement of the Contract Labour (downloadable from EPFO website), proof of deposit (ESI challan) of monthly contribution for the entire period of the contract and ECR (Electronic Challan cum Return) Statement. In case part of the period is prior to the implementation of online PF services, then Annual Account Statement for PF remittance for such period shall also be submitted by the Contractor. RC (Return of Contribution) of last 2 (two) years w.r. to ESI shall also be submitted by the Contractor. In addition, proof of any additional remittance made towards any arrear payment.
- d) EDLI charges, ESIC charges and retrenchment benefits [u/s. 25(f) of ID Act, 1947] to his labourers and produce clear "No Dues Certificate" in this regard from respective authorities

as well as from each member of the labour force deployed by him in CWC premise under this Contract.

- 7.5 Upon any default by the Contractor in the observance or performance of work under the contract, the Company may without notice and without prejudice to any other right, recover the amount(s) and appropriate from the Security Deposit and or the Performance Guarantee Bond towards the settlement of the consequential loss or damage.
- 7.6 The Contractor shall not assign the contract or any part thereof or any benefitor Interest therein or there under (other than a change in favour of Contractor's Bankers of any money due or to become due under this contract) without the prior written consent of the Company. The contractor shall not be relieved of his responsibilities under the contract even if the company accords prior consent to the contractor to sublet and / or assign the work or part of the work under the contract.
- 7.7 The Company gives no guarantee about the definite volume of work to be entrusted with the contractor at any time or even throughout the tenure of the contract.
- 7.8 The contractor shall not use the services of any of the employees of the Company directly or indirectly, or enter into any sort of monetary transactions with the employees of the Company. If any bribe, gift or advantage is given or offered by the or on behalf of the Contractor, or his partners, agents or relatives for showing or agreeing to show favor or disfavor to any person in relation to this contract shall result in the cancellation of the contract. The company shall recover all losses or damages resulting from such cancellation from any amount payable to the contractor either under this contract or any other contract.
- 7.9 In the event of the contractor's failure to execute the work under the contract to the satisfaction of the Company, the company shall put the contractor to notice calling upon him to execute / complete the work strictly in terms of the contract within the time stipulated in the said notice and upon the contractor's failure to comply with the same within the prescribed time despite notice, the company shall be entitled to terminate the contract and / or off-load the work or items of work so defaulted to any other Contractor at Contractor's risk and costs. The Contractor shall immediately pay to the Company the differential, if any, in the costs and expenses so incurred by the Company, within the time prescribed by the Company, failing which, the company shall recover and appropriate from any amount payable to the contractor either under this contract, or any other contract without any reference to the contractor.
- 7.10 On termination of the contract for any reason whatsoever the contractor will have to hand over all Company's property and documents including the Railway Receipts / Gate passes etc to the Warehouse Superintendent. or Warehouse Executive and obtain a clearance certificate from him before the Security Deposit can be claimed and / or the performance Guarantee Bond is returned / discharged.
- 7.11 If any materials have been removed by the Contractor from the Warehouse during his tenure of the contract for booking to out-stations, it will be his responsibility to book the materials and hand over the correct RRs to the Warehouse in Charge.
- 7.12 The Contractor shall be required to abide by the Standard Operating Practices (SOPs) in line with the ISO requirement as directed by the Company from time to time.
- 7.13 During pendency of the contract, in case the average monthly receipts as per SCSS falls below 15% or more consecutively for three months as compared to the estimated quantity indicated in the tender document, the contractor may be permitted to take out equipments (Non OEM only) in proportion to the shortfall in quantity with approval of RM on the written request of the contractor & duly proposed by a committee consisting of WHM, BMs & Branch Finance

indicating the type, capacity and number of equipments to be taken out. However, in the event of increase in volume later, the contractor shall be advised to deploy back the equipment of the same type and of similar or higher capacity taken out earlier within seven (7) days of such intimation from WHM failing which a penalty of Rs. 5000/- per day per crane will be imposed.

In the event of increase in receipts beyond monthly average, the Contractor should be required to deploy additional equipments as deemed fit, if the existing equipments are not adequate to cope up with the increase in volume.

8.0 BANNING OF BUSINESS DEALINGS

- 8.1 CWC reserves its right to remove from the list of approved handling contractors / or to ban business dealings if the bidder / contractor is found to have committed misconduct and also to suspend business dealings pending investigations. Further, in case the contractor, his partner, member, servant, labour, agent, representative and / or any person working for and on behalf of the contractor is found involved in any unauthorized, or wrongful removal of material not sold, or in any attempt for such removal, this shall amount to breach of contract as well as misconduct caused by the contractor and company shall be entitled to forfeit the entire security deposit and any other amounts, money or material that may be lying with CWC at the risk and cost of the contractor in addition to banning of the business dealings as mentioned above. The Guidelines regarding banning of business dealings are placed at Annexure- XIX.-
- 8.2 The contractor shall be further liable for all the losses that might be caused to CWC on account of any of the Breach of Contract and / or misconduct as stated above.
- 8.3 The decision of the Regional Manager, CWC, Chennai will be final and binding on the contractor on all such cases.
- 8.4 Notwithstanding anything contained in **clause 6.1** of the terms and conditions of contract, the Company shall reserve its right to terminate / short-close the contract summarily in case on inquiry it is found that the contractor has committed misconduct / malpractice in connection with the present contract. In that event, the company shall reserve its right to suspend business dealings in relation to other contracts also.
- 8.5 In case it is found on inquiry that the contractor has committed malpractice / misconduct, the company shall have the right to suspend business dealings forthwith and as a result the contract shall stand terminated / short-closed with immediate effect.

9.0 FORCE MAJEURE CLAUSE

9.1 Nothing in this contract shall be construed as a failure or breach of contract either on the part of the Company or the Contractor, if either of them or both are prevented from discharging their obligations under this contract by reason of arrests, restraints by Govt., blockades, revolutions, insurrections, mobilizations, civil commotions, riots accidents, destructions of properties / assets by fire, flood, tempest, earthquake or any other natural calamities or on account of any other cause or causes beyond the control of the parties to the contract.

9.2 On the occurrence of any of the force majeure conditions, as referred to above, the party concerned shall notify the other party in writing of such occurrence as soon as possible, but within 48 hours of the occurrence stating therein –

(a) The date of commencement of such force majeure condition,

(b) The anticipated duration of such force majeure condition (If such duration can be

estimated) and

(b) The nature of such force majeure condition.

9.3 The disabled party and the remaining party shall employ all reasonable means to reduce the consequence of such force majeure disability and shall employ all reasonable means to terminate the same.

10.0 DISPUTES RESOLUTION

10.1 Amicable Resolution:

- (i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in **sub-clause (ii) below**.
- (ii) A Joint Committee with equal number of representative (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s.....the (Name of the ABC) shall be constituted for the administration of agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.

The Joint Committee comprising three authorized representatives including concerned Regional Manager of CWC and equal number of authorized representatives of M/s..... (name of the ABC) concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle-free operation so long as the overall structure of this agreement does not change.

In the event of any Dispute between the Parties, other Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the ABC or such persons nominated by them, for the time being for amicable settlement. Upon such reference, the said two persons shall meet not later than 7 days of the date of such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 days of such meeting between the said two persons, either party may refer the dispute to arbitration.

10.2 Arbitration:

If the efforts to resolve all or any of the disputes through Amicable Resolution fails, then such disputes or differences, whatsoever arising between the parties, arising out of or in any way touching or concerning this agreement whatsoever shall be referred to Arbitration in accordance with the following provisions:

- a) Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Amicable resolution, together with counter claims or set off, given by the CWC, shall be referred to arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, Central Warehousing Corporation, New Delhi. at following address:

The Managing Director
Central Warehousing Corporation
4/1, Siri Institutional Area,
August Kranti Marg,
Hauz Khas, New Delhi- 16

c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

10.2 (I) Number of Arbitrators: The arbitral tribunal shall consist of:

- i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 20.00crores;
- ii) 3 (Three) arbitrators in all other cases.

10.2 (II) Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:

- i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by Managing Director, Central Warehousing Corporation, New Delhi, CWC will forward a panel of 03 names to the Opposite Party. The Opposite Party shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by CWC. In case the Opposite Party fails to choose one Arbitrator within 30 days of dispatch of the request of the CWC then Managing Director, Central Warehousing Corporation, New Delhi shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.
- ii) In case of 3Arbitrators:
 - a) Within 60 days from the day when a written and valid demand for Arbitration is received by Managing Director, Central Warehousing Corporation, New Delhi, CWC will forward a panel of 5 names to the Opposite Party. The Opposite Party will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the CWC.
 - b) CWC will decide the second Arbitrator. Managing Director, Central Warehousing Corporation, New Delhi, shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Opposite Party within 30 days from the receipt of the consent for one name of the Arbitrator from the Opposite Party. In case the Opposite Party fails to give his consent within 30 days of dispatch of the request of the CWC then Managing Director, Central Warehousing Corporation, New Delhi shall nominate both the Arbitrators from the panel.
 - c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Opposite Party or from the larger panel of Arbitrators to be provided to them by CWC at the request of two appointed Arbitrators (if so desired by them and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach

upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director, Central Warehousing Corporation, New Delhi

- d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the Managing Director, Central Warehousing Corporation, New Delhi fails to act without undue delay, the Managing Director, Central Warehousing Corporation, New Delhi shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- e) The CWC at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the opposite party.

10.2 (III) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

10.2 (IV) Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Regional Manager or any officer on his behalf for the purpose of obtaining his decision. No decision given by the Regional Manager or any officer on his behalf in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.

10.2 (V) It is agreed by both the Parties that in the cases where Arbitral Tribunal consists of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

10.2 (VI) If the opposite party(s) does/do not prefer his/their specific and final claims in writing with in a period of 28 days of receiving the intimation from the CWC about the termination/surrender/completion of contract, he/they will be deemed to have waived his/their claim(s) and the CWC shall be discharged and released of all liabilities under the contract in respect of these claims.

10.2 (VII) Arbitration proceedings shall be held in such place as may be fixed by the Arbitrator in his sole discretion and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

10.2 (VIII) The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.

10.2 (IX) The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

10.2 (X) A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60days of the receiptof award.

10.2 (XI) A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

10.2 (XII) Interest on Arbitration Award

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

10.2 (XIII) Cost of Conciliation /Arbitration

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

10.2 (XIV) Suspension of Work on Account of Arbitration

During the pendency of Arbitration/Conciliation proceedings, the opposite party(s) shall continue to perform the work as per Conditions of the Contract.

CENTRAL WAREHOUSING CORPORATION
REGIONAL OFFICE

.....
SCHEDULE OF OPERATION AND RATES FOR HANDLING OF IRON AND STEEL
MATERIALS IN THE TRADITIONAL WING OF WAREHOUSE

SCHEDULE : 1

Sl.No	Description of work	Steel Materials	
		Estimated Qty (MT)	Rate per MT(Rs.)
1.	UNLOADING, TRANSPORTATION, STACKING, AND DELIVERY		

Notes : -

1. Only one consolidated rate excluding GST covering four major operations (viz. unloading from wagons, transportation, stacking, and delivery) to be quoted.
2. Rate of each Operation would deem to be 25% of the consolidated rate for effecting deduction towards operations not performed or desired not to be performed by CWC.
3. Rate for Restacking and Stock Verification shall be 50% of the consolidated rate.
4. Unloading would mean unloading from wagons.
5. Unloading would include hand shunting / painting / marking for identification.
6. No separate charges would be payable for slinging.
7. No weightment charges are admissible except for weightment, if any, on public weighbridge, in which case, the weightment charges will be restricted to the actual payment made to the owner of the public weighbridge.
8. Stacking would mean stacking of materials as per stacking plan / handling and storage guidelines / other instructions issued by the Warehouse In Charge from time to time, and marking / painting of the stacks.
9. Marking denotes marking of wagon number, WAR No., date of arrival of wagon, size, specification of materials and name of the despatching plant.
10. Cost of paint, etc, for marking and painting will have to be borne by the Contractor since this is a part of stacking.
11. No separate charges shall be paid for sorting as sorting is a part of stacking.
12. The materials brought to the weighbridge / weighing scale in excess of the required quantity shall have to be put back at its original place by the contractor. No separate charges are admissible for this operation.
13. The estimated quantities indicated above are only for the purpose of evaluation and ranking of the bidders. The estimated quantities should not be construed as a guarantee of the actual quantity to be handled.

CENTRAL WAREHOUSING CORPORATION
REGIONAL OFFICE

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SCHEDULE OF OPERATION AND RATES FOR HANDLING OF IRON AND STEEL MATERIALS
RECEIVED BY ROAD IN THE TRADITIONAL WING OF WAREHOUSE

SCHEDULE : 2

Sl.No	Description of work	Steel Materials	
		Estimated Qty (MT)	Rate per MT(Rs.)
1.	UNLOADING & STACKING, DELIVERY		

Notes: -

1. Only one consolidated rate excluding GST covering two major operations (viz. unloading from truck/trailer/vehicle & stacking, and delivery) to be quoted.
2. Rate of each Operation would deem to be 50% of the consolidated rate for effecting deduction towards operations not performed or desired not to be performed by CWC.
3. Rate for Restacking and Stock Verification shall be 100% of the consolidated rate quoted in this schedule.
4. Unloading would mean unloading from trucks / trailers / vehicles.
5. Unloading would include hand shunting / painting / marking for identification.
6. No separate charges would be payable for slinging.
7. No weighment charges are admissible except for weighment, if any, on public weighbridge, in which case, the weighment charges will be restricted to the actual payment made to the owner of the public weighbridge.
8. Stacking would mean stacking of materials as per stacking plan / handling and storage guidelines / other instructions issued by the Warehouse In Charge from time to time, and marking / painting of the stacks.
9. Marking denotes marking of wagon number, WAR No., date of arrival of wagon, size, specification of materials and name of the dispatching plant.
10. Cost of paint, etc, for marking and painting will have to be borne by the Contractor since this is a part of stacking.
11. No separate charges shall be paid for sorting as sorting is a part of stacking.
12. The materials brought to the weighbridge / weighing scale in excess of the required quantity shall have to be put back at its original place by the contractor. No separate charges are admissible for this operation.
13. The estimated quantities indicated above are only for the purpose of evaluation and ranking of the bidders. The estimated quantities should not be construed as a guarantee of the actual quantity to be handled.

CENTRAL WAREHOUSING CORPORATION
REGIONAL OFFICE

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**SCHEDULE OF OPERATIONS AND RATES FOR HANDLING OF
IRON & STEELMATERIALS IN THE WAREHOUSE****SCHEDULE : 3**

Sl. No.	Description of work	Rs./tonne
1	Bending charges for Bars & Rods –	

Note:

1. Contractor shall not undertake these operations without prior permission from the Warehouse Manager.
2. No escalation will be admissible for this quoted rate during entire period of contract including extension.
3. Quoted rate is exclusive of GST.

CENTRAL WAREHOUSING CORPORATION
REGIONAL OFFICE

.....

SCHEDULE OF OPERATIONS AND RATES FOR HANDLING OF
IRON & STEELMATERIALS IN THE WAREHOUSE

SCHEDULE : 4

Sl. No.	Description of work	Rs./tonne
1	Cutting charges (including all costs such as cost of equipment / gas / labour etc. required for this operation)	

Note:

1. Contractor shall not undertake these operations without prior permission from the Warehouse Manager.
2. No escalation will be admissible for this quoted rate during entire period of contract including extension.
3. Quoted rate is exclusive of GST.

TERMS AND CONDITIONS FOR HIRING OUT CRANE(S)**AND OTHER EQUIPMENTS / TOOLS / TACKLES OWNED BY COMPANY TO HANDLING CONTRACTORS**

1. Subsequent to the award of the contract, following types of Cranes, owned by the Company, shall be handed over to the contractor on hire basis subject to terms and conditions as mentioned hereunder:-

(a) Mobile Cranes(TATA320,TATA P & H -955,COLES Cranes):(Numbers and capacity to be defined as per availability)

(b) Rubber Tyre Gantry Hydraulic (RTG) Cranes(Manufactured by MI-Jack-USA) (Numbers and capacity to be defined as per availability)

(strike out whichever is not applicable)

2. Other equipment(s) / Tools / Tackles as mentioned below:

(a) Spreader beam:(numbers)

(b) Magnets:..... (numbers and capacity)

(c) C-hook.....(numbers)

(d) Double ended C-hook..... (numbers)

(strike out whichever is not applicable)

3. The contractor shall pay a hiring charge of Rs.15,000/- (Rupees fifteen thousand only) per calendar month per mobile crane as per serial no.1(a) above, Rs.25,000/- (Rupees twenty five thousand) per calendar month per EOT Cranes as per serial no.1(b) above and Rs.40,000/- (Rupees forty thousand) per calendar month per RTG crane as per serial no.1(c) above per equipment for utilizing the crane(s) for the Company's work. Hiring charge is to be paid by the contractor irrespective of availability of work or utilization of the crane(s) / equipment(s) or otherwise including down time for maintenance and repairs.

4. It shall be obligatory for the contractor to accept the Company's crane(s) and / or other equipment(s) in the event the Company in its absolute discretion offers the crane(s) and / or other equipment(s) to the Contractor for Company's work as envisaged in the tender. The contractor in that event shall have to make all the requisite arrangement at his own costs and expenses for operation / maintenance of the crane(s) and / or other equipment(s) as per terms and conditions detailed in the handling contract and also Custody and Indemnity Bond to be submitted to the Company. Custody and Indemnity is to be submitted for proper use and maintenance of cranes and other equipments by the contractor.

5. The contractor shall take over the crane(s) and/or other equipment(s) on joint inspection along with the representative and/ or appointed inspection agency of the Company and while returning the crane(s) and / or other equipment(s) to the Company at the time of completion/termination of the contract, the Company shall have the right to have a similar joint inspection by the representative of the company and/ or the inspection agency appointed by the Company as well as representative of the

contractor and if any defects other than usual wear and tear due to use are detected, the same shall be rectified and / or compensated by the contractor to the full satisfaction of the Company at his cost. The contractor shall bear all costs and expenses for replacement in the event of the said crane and / or other equipment(s) or any part thereof become bad or unserviceable or anyway defective due to use / non-use / misuse by the contractor. The contractor shall also compensate the company in full in the event crane and / or other equipment(s) or any of its part(s) is stolen.

6. The contractor shall obtain on behalf of the company all necessary and requisite license / permit(s) from the concerned authorities as may be required in respect of cranes, tools, tackles and equipments License / permit fees for such license / permit shall be borne by the contractor at the first instance and will be reimbursed by the company on actual basis subject to the production of documents evidencing such payment except the licenses/permit required for crane operators.

7. The contractor shall utilize the above mentioned crane(s) and / or other equipment(s), for handling various operations envisaged in the said contract at Company's Warehouse for handling Company's materials. The cranes will be utilized only inside the Warehouse.

8. The contractor will operate the crane(s) and / or other equipment(s) with his own operator(s), Helper(s), Slingmen at his own cost and expenses and shall not claim any charges over and above the rates specified in the Schedule of rates for handling Iron & Steel materials envisaged in the contract.

9. It will be obligatory on the part of the contractor to follow all statutory requirements with regard to operations of cranes and safety of the cranes and personnel engaged for operating such cranes, tools, tackles.

10. The contractor shall engage crane operators, supervisors etc. for operating the cranes and equipments, rented out to him by the Company, at their own cost for the purpose of operating the cranes and other equipments provided by the Company and / or for carrying out the other incidental work. In the event the services of any of the operators, supervisors and others deployed by the contractor being found at anytime not satisfactory enough to handle the said cranes, tools, tackles and equipments, the company shall have the liberty to ask for replacement of such personnel.

11. The contractor may utilize his own tools and tackles after obtaining permission from the company, but must ensure that no damage is caused to the material handled or to the equipment. From time to time the company may prescribe and / or provide tools and tackles, etc to be utilized with a view to avoiding damage to the materials handled. The contractor shall abide by such instructions as may be given by the company from time to time. In the event of his not utilizing such tools and tackles the company reserves the right not to make payments for such operations in addition to recovering the value to the extent of damage done due to non use of the right tools and tackles.

12. The contractors shall enter into AMCs for all cranes and equipments, owned by the Company and hired to the contractors, with reputed agencies, immediately on issue of Letter of Intent (L.O.I.) for servicing/periodic and breakdown maintenance of the cranes and equipments at his own cost and expenses. A self-attested copy of the maintenance & service contract shall be submitted to the Company within 30(thirty) days from the date of L.O.I. before the crane(s) and / or other equipment(s) are handed over to him for operation in the Warehouse. The maintenance & service

contract so entered into shall be kept valid till the expiry of the contract. The crane(s) / equipment(s) will be inspected by the Company's representative / agency appointed by company and it will be reported accordingly. Based on the report, the contractor will carry out the repair/servicing/maintenance at his own cost excluding the cost of spares which may be supplied by the company free of cost to the contractor or the contractor may be instructed to purchase spares and cost of such spares will be reimbursed by the company. In the event, our engineers/agency appointed by the Company is not satisfied on actions taken by the contractor based on report, company will have the right to carry out repairs and recover such costs from the contractor without any further notice.

13. The contractor shall keep and maintain the crane(s) and / or other equipment(s) in good working order and conditions and shall bear and pay all expenses that are considered necessary for the purpose of keeping them in good working order and condition. Besides, load testing for all Cranes is to be done, at least once in a year, based on the recommendation of the manufacturer/ CWC/Inspection Agency in presence of authorized representative of the company / Inspection agency appointed by the Company. Expenditure/arranging the required facilities on account of conducting the load test will be to the Contractor's account.

14. The contractor shall ensure compliance of the guidelines for "OPERATION AND MAINTENANCE FOR CRANES, TOOLS, TACKLES AND EQUIPMENTS as per the Manual given by Crane supplier or Instructions of company displayed at website 'www.sailtenders.co.in'.

15. The contractor shall be responsible for replacement of damaged parts / components as would be required to keep the crane(s) and / or other equipments in good order & working condition as per direction of the Company and would arrange the labor/technicians/tools and tackles for repairs /maintenance/transportation and bear the cost thereof. However, the cost of spares excluding consumables will be reimbursed by the Company upon production of receipt as certified by the company's representative. However, supplier of such spare parts shall be intimated by the Company.

16. The contractor shall offer crane(s) / equipment(s) for inspection to the Company periodically as and when desired by the Company in order to ascertain the condition of the crane(s) and / or other equipment(s) hired out to the contractor. The contractor shall also maintain a Log Book for each of the cranes and / or other equipments showing clearly the actual hours worked, tonnage handled and shall produce the Log Book to the company's officials for inspection. The contractor shall also submit fortnightly reports in the format prescribed by the Company (Annexure-XI) covering the above details regarding the hours worked with the crane(s) and / or other equipment(s), tonnage handled and the idle hours if any, on account of servicing / repairs or otherwise. The responsibilities of the contractor shall not be impaired or diluted on account of the crane(s) and /or other equipments remaining idle for any reasons whatsoever including the non-deployment of the crane(s) and / or other equipments due to remaining out of order. The contractor shall ensure proper maintenance and operation and in the event it is found by the Company that the crane(s) and / or other equipment(s) are not maintained / operated properly or there are violation of applicable practices / rules / regulations and also default on the part of the contractor in observing the provision of rules laid down by the equipment supplier, wherever applicable and as indicated in the contract, in operating / maintaining the crane(s) and / or other equipment(s). This shall be construed as breach of contract on the part of the contractor and the Company shall have the option to take any action as it considers necessary including the termination of the said Contract.

17. The contractor shall ensure that oils, lubricants, consumables etc. of approved/ standard quality are procured and kept in stock by him for ready use, as and when required. However, the Company would procure the spare parts for routine maintenance and supply to the contractor free of cost. However, in case of exigencies, in order to maintain continuity in operation, the Company may instruct the Contractor to procure the necessary recommended/identical spares, cost of which will be reimbursed by the Company on submission of documents in original

18. It shall be the sole responsibility of the handling contractor to ensure proper coordination with the maintenance agency and the company for the purpose of maintenance job / schedules.

While it shall be the responsibility of the contractor to report promptly to the company signs / indications of damage, defect to the cranes, tools, tackles and equipments for company's information / action, he shall have to take all such steps necessary to prevent further damages and shall also take prompt action for rectifying the damages of the cranes and equipments as per the terms of the contract.

19. The company shall have, during the currency of the handling contract the right to carry out repair and / or maintenance and / or replacement of parts of cranes, tools, tackles and equipments at its own cost if the contractor is found to be neglecting / failing towards proper maintenance of the same. Such costs / expenses incurred by the company shall be paid by the contractor within 7 days of receipt of such demand by the contractor from the company failing which the company shall have absolute right to recover the same from the running bill / bills or security deposit or any other dues payable to the contractor either under this contract or any other contract, and also by en-cashing the bank guarantee. As regards the quantum of such cost, the decision of the company shall be final and binding upon the contractor. (even the cost of spares also will be to contractor's account)

20. In case major defects in the crane, equipments etc are caused due to the contractor's negligence / misuse, the cost of such damaged cranes, equipments shall be deducted from the contractor's bills or from any other amount payable to him under this contract or by en-cashing the Bank Guarantee. The assessment of the company as regards contractor's failure / misuse of cranes and equipments shall be final and binding upon the contractor.

21. It will be binding upon the contractor to carry out maintenance in accordance with the inspection report covering maintenance aspect as per instructions of the agency appointed by the Company besides the prescribed schedule of maintenance as per Terms and Conditions of hiring out of cranes. The contractor shall also follow such other instructions as may be issued by the company from time to time with regard to the operation and maintenance of the cranes, tools, tackles and equipments.

22. The contractor shall maintain a logbook for each of the cranes, tools, tackles and equipments showing clearly the actual hours worked, tonnage handled, downtime, repair and maintenance work carried out and such other information as may be prescribed by the company from time to time. Proforma of Logbook to be maintained by the contractor is at Annexure-XI.

23. The Logbook shall be produced by the handling contractor to the company for inspection on weekly basis or as and when called upon to do so.

- 24.** The contractor shall submit periodical reports as may be prescribed by the company from time to time.
- 25.** The responsibility of the contractor shall not in any way be impaired or diluted on account of the cranes or any other equipments remaining idle for any reason whatsoever including non-deployment of the cranes, tools, tackles or any other equipments due to remaining out of order.
- 26.** The contractor shall indemnify the company against any loss(s) that it may suffer due to negligence / failure / mal-handling by the contractor or on the part of his operators, labourers, slingers or any other personnel in operating / maintaining cranes and their surrounding structures, tools, tackles and equipments.
- 27.** The contractor shall ensure that materials are not stacked beyond the maximum height and beyond the maximum weight per sq. mtrs area prescribed by the company. (To be indicated in the document as annexure).
- 28.** The contractor shall at all times take proper care to ensure that no damage is caused to the railway wagons or other Railway equipments, as well as trucks / trailers etc which are brought by the company, customers or others for taking delivery of the goods or for any other purpose, the company reserves the right to recover from the contractor the cost in full or part for such damages / losses. The decision of the company as to the quantum of such cost shall be final and binding upon the contractor.
- 29.** In the use of Cranes, tools, tackles and equipments, the handling contractor shall ensure that all statutory requirements pertaining to safety of equipments and personnel are fulfilled. He shall further ensure that such instructions or directives as may be given by the company in the matter of safety of men, machinery and property are followed strictly by him at all times.
- 30.** It shall be the responsibility of the handling contractor to give appropriate instructions to all his operators, supervisors, labourers and other personnel to ensure the safety of all men, material and machinery within the area of operations.
- 31.** There is a planned / regular load shedding the handling contractor shall organize with Railway Authorities for placement of rakes / wagons in the traditional wing of the Warehouse and he shall keep the Company informed of such placements in advance.
- 32.** It will be sole responsibility of the handling contractor to ensure that no demurrage and wharfage are incurred as a result of load shedding / power failure.
- 33.** The contractor shall indemnify the Company against any losses that it may suffer due to the negligence of or on the part of his labour / personnel in operating the crane(s) and / or other equipment(s). The contractor shall also be solely responsible for any injury / damage caused to the personnel / company's property by taking a comprehensive full cover Insurance in the name of the company at his cost and this insurance policy will be deposited to the Company.

34. The contractor shall deposit to the Company a Bank Guarantee in prescribed proforma from a Scheduled Bank for Rs.2.0 lakhs (Rupees two lakhs only) for each mobile crane of capacity up to 20 MT, Rs.3.0 lakhs (Rupees three lakhs only) for each mobile crane of capacity above 20 MT, Rs.5 Lakhs (Rupees five lakhs only) for each EOT Crane and Rs.10 lacs (Rupees Ten lacs only) for each RTG Crane . This Bank Guarantee shall be valid for the entire period of the contract plus six months with the necessary provision that it would also remain valid for 6 months beyond the extended period of handling contract. A copy of the draft Bank Guarantee is enclosed (Annexure-III). The Company shall be entitled to recover and / or deduct and / or adjust the amount of hire charges and

/ or any other compensation arising out of and / or relating to the operation envisaged in the said Contract in full from any amount or amounts lying with the Company and / or amounts due and payable to the Contractor or any other dues becoming payable to the contractor by the Company under this contract or in any other contract / agreement without prejudice to any other remedies / rights available to the Company. The Company shall also have the right, in its discretion, to recover and / or adjust and / or deduct the said amount either from the running bills of the Contractor and / or from any other amount like Security Deposit etc, lying with the Company.

35. The contractor would submit a Custody and Indemnity Bond to the Company as per pro-forma enclosed at Annexure-II in respect of the Crane(s) and / or other equipment(s) mentioned above.

BANK GUARANTEE TO COVER SHORTAGE

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

Central Warehousing Corporation
Regional Office
.....

Dear Sirs,

1 In consideration of Central Warehousing Corporation , a Government Company incorporated having its Regional Office at No. 4, North Avenue, Srinagar Colony, Saidapet, Chennai and also having, inter alia, one of its Central Warehouse at Trichy (hereinafter called 'The Company') which shall include its successors and assignors having agreed to accept this Guarantee towards the recoverable amount due to net shortage in connection with the Contract dt..... For shortage and handling of iron and steel materials at the instance of the Consignment Agent, We, (Name of the Banker) do hereby undertake to pay to the Company an amount not exceeding Rs.....(Rupees.....) only in the event of the Consignment Agent's failure to pay up the said amount on demand made by the Company as per the terms and conditions of the said Contract.

2 Now, therefore, in consideration of the premises aforesaid and at the request of the Consignment Agent, we,Bank of India.....Branch....., a Bank organised under the laws of India and having its registered/head office at.....(hereinafter called "the Bank") so as to bind ourselves and our successors and assignees, do hereby irrevocably and unconditionally undertake to pay to you, the Company, on demand in writing without demur or protest and irrespective of any contest or dispute between your goodselves and the Consignment Agent and without any reference to the Consignment Agent, any sum of money at any time or from time to time demanded by the Company upto an aggregate limit of..... On account of any loss/damage due from the Consignment Agent to the company. We further agree that as between us and the company for the purpose of this guarantee/undertaking, any notice of demand by the company towards loss or damages and any amount claimed on account thereof, as to the factum of the loss or damages shall be final and binding and the amount payable by us to the company hereunder relative thereto. We further agree that this guarantee shall be governed by and construed in accordance with Indian laws.

2. We, the said Bank, further agree that the Company has the fullest liberty without our consent and without affecting in any way our obligations hereunder, to vary/modify any of the terms and conditions of the Contract referred to above and we shall not be relieved of our liability under this Guarantee by reason of any such variation/modification of the Contract.

3. We, the said Bank, further agree and affirm that this Guarantee shall be valid and effective upto... ..and we further agree that the Guarantee herein shall not be affected by any change in the constitution of the Consignment Agent or in the event of any change in the constitution of the Bank in any manner.

For & on behalf of (name of the Bank)(name)
Duly authorized by the
Bank issued under banker's seal And authority

ACCEPTED

(.....)

For Central Warehousing Corporation

BANK GUARANTEE
FOR SECURITY OF MATERIALS

(FROM SCHEDULE BANK EXCEPT GRAMIN / COOPERATIVEBANKS AND CATHOLIC SYRIAN BANK)

(On non-judicial stamp paper of appropriate value to be purchased in the name of the issuing Bank)

To,

Central Warehousing Corporation

Regional Office

.....

1. In consideration of Central Warehousing Corporation, having its regional office at No. 4, North Avenue, Srinagar Colony, Saidapet, Chennai– 600 015 and also having inter-alia one of Central Warehouse at..... (hereinafter called the 'Company') having agreed to accept this Guarantee for due security and safe custody of the materials despatched to M/s (hereinafter called “the said Consignment Agent”) for handling and storage of the Iron & Steel materials under the ‘Letter of Intent’ dated (Hereinafter called “the said ‘contract’ which expression shall include any formal agreement entered into subsequent thereto or in supersession thereof and all modifications to amendments in the said ‘contract’) made between the Company and the said Consignment Agent for handling and storage of the Iron and Steel materials covered under the said ‘contract’, on furnishing a Bank Guarantee for Rs. (Rupees (Name of the Bank) (hereinafter referred to as “the Bank”) do hereby undertake to pay to the Company an amount not exceeding Rs. (Rupees) only against any shortage, loss, damage and deterioration caused to or suffered by or would be caused to or suffered by the Company in respect of the said materials by reason of any breach (es) of any of the terms and conditions contained in the said ‘contract’, or for any reason whatsoever.

2. We do hereby undertake to pay (name of the Bank) the amount or amounts due and payable under this Guarantee from time to time upto the extent of Rs..... (Rupees.....) only without any demur / protest / question, merely on receipt of a demand from the Company stating that the amount (s) claimed is / are by way of loss or damage caused to / suffered by or would be caused to or suffered by the Company in respect of the said materials by reason of any breach of any of the terms and conditions contained in the said ‘contract’ by reason of the Consignment Agent’s failure to perform the said agreement or for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards the amount or amounts due and payable by the Bank after this Bank Guarantee.

3. It is hereby expressly agreed and declared that the Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee subject to the ceiling limit of Rs. (Rupees) only, as referred to above and this guarantee shall not become invalid or infructuous because of the partial demand(s) made by the company upon us for payment under the circumstances stipulated

hereinabove and it is further declared that this Guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this guarantee. It is further agreed and declared that the Company shall be the sole judge of and as to whether the said Consignment Agent has committed any breach or breaches of any of the terms and conditions of the said 'contract' the extent of loss and damage, caused to or suffered by or that may be caused to or suffered by the Company on account thereof and the decision of the Company that the said Consignment Agent has committed such breach or breaches and as to the amount or amounts of loss and damages shall be final and binding on us. Any such demand or demands made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount, not exceeding Rs. (Rupees) only.

4. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said 'contract' and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said 'contract' have been fully and properly carried out by the said Consignment Agent and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (i.e. six months after the date of expiry of the said 'contract' and payment is made by us, we shall be discharged from our liability under this guarantee thereafter.

5. We, the said Bank, further agree that the Company shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder contained to vary / modify any of the terms and conditions of the said 'contract' or to extend time of performance from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Consignment Agent and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any such variation / modification or extension being granted to the said Consignment Agent or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Consignment Agent or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. We (name of the Bank) agree and declare that this Guarantee will be valid and effective for a period of 8 years from the date of its issue and we further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the said Contractor.

7. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Company in writing.

Dated day of 200

For
(name of the bank)

Accepted
For & on behalf of
Central Warehousing Corporation

PERFORMANCE GUARANTEE BOND

(FROM ANY SCHEDULED BANK EXCEPT GRAMIN / COOPERATIVE BANKS AND CATHOLIC SYRIAN BANK)

To,

Central Warehousing Corporation
Regional Office

.....

1. In consideration of the Central Warehousing Corporation, having its regional office at No. 4, North Avenue, Srinagar Colony, Saidapet, Chennai- 600 015 and also having inter-alia one of Central Warehouse at..... (hereinafter called the 'Company') having agreed to accept this Guarantee towards the security for the due performance of all the obligation contained in the Letter of Intent dated(hereinafter called the "said Contract", which expression shall include any formal agreement entered into subsequent thereto in supersession thereof and all modification to and amendments in the said agreement) made between the Company and M/s.(hereinafter called the "Contractor")for Handling of various kinds of Iron and Steel materials at the Warehouse situated at under the said Contract, we....(Name of the Bank) (hereinafter referred to as the 'said Bank') do hereby undertake to pay the Company an amount not exceeding Rs..... (Rupees... only) against the Contractor's failure and/or non observance and/or breach(s) of any of its obligations and/or the terms and conditions contained in the contract dated

2. We.....(Name of the Bank) do hereby undertake to pay the amount (s) due and payable under this Guarantee to the extent of Rs. (Rupees) only without any demur or protest, merely on receipt of a demand from the Company stating that the said Contractor has failed to fulfill and / or observe and/or committed breach (es) of the obligations as stipulated in the Contract dated and the amount claimed is due and payable to the Company by the said Contractor on account thereof. Any such demand made on the said Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. It is hereby expressly agreed and affirmed that the Company shall have the fullest liberty to claim payment of the amount under this Guarantee subject to the ceiling limit of Rs..... lacs (Rupees only) as referred to above and this Guarantee shall not become infructuous or invalid because of the partial payment or payments made by us to the Company pursuant to the demand or demands made by the Company upon us for payment from time to time. It is further affirmed that this Guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee. It is also agreed and affirmed that the Company shall be the sole judge as to whether the said Contractor has failed to observe / fulfill / any or all the obligations contained in the Contract dt referred to above, and/or committed any breach or breaches in respect thereof as also the amount become due and payable by the Contractor on account therefore, and such decision of the Company shall be final and binding upon us. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... lakhs (Rupees lacs only).

3. We the said Bank, further agree that this Guarantee shall remain in full force and effect until the said Contractor fulfills all the obligations under the contract dated in due performance thereof and that it shall continue to be enforceable for the period that

would be taken for satisfactory performance and fulfillments in all respectsof all obligations under the Contract dated..... and that it shall continue to be enforceable till any notice of no claim is given by the Company.

4. We, the said Bank, further agree that the Company has the fullest liberty without affecting in any manner our obligations herein to vary any of the terms and conditions of the said Contract dated and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved of our liability under this Guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and/or commission on the part of the Company.

5. We(name of the Bank) state and affirm that this Guarantee will be valid and effective for a period of five years from the date of issue and we further agree that the guarantee herein contained shall not be affected by any change in the Constitution ofthe said Contractor.

Dated:day of..... (month)..... (year)

Signature of Authorized OfficialName:

Designation:

Bank Seal

Accepted

For & on behalf of Central Warehousing Corporation

**BANK GUARANTEE FOR SECURITY OF MATERIALS FOR DUNNAGE
(FROM SCHEDULED BANK EXCEPT GRAMIN / COOPERATIVEBANKS AND CATHOLIC
SYRIAN BANK)**

(On non-judicial stamp paper of appropriate value to be purchased in the name of the issuing Bank)

To,

Central Warehousing Corporation
Regional Office

.....

1. In consideration of Central Warehousing Corporation, having its regional office at No. 4, North Avenue, Srinagar Colony, Saidapet, Chennai– 600 015 and also having inter-alia one of Central Warehouse at..... (hereinafter called the 'Company') having agreed to accept this Guarantee for due security and safe custody of metric tonnes of rails (UT/Defective) dispatched to M/s (hereinafter called “the said Consignment Agent”) for use as dunnage for stacking of Iron & Steel materials under the Letter of Intent. dated (hereinafter called “the said ‘contract’ which expression shall include any formal agreement entered into subsequent thereto or in supersession thereof and all modifications to amendments in the said ‘contract’ made between the Company and the said Consignment Agent for handling and storage of the Iron and Steel materials covered under the said ‘contract’, on furnishing a Bank Guarantee for Rs. (Rupees) only, we (Name of the Bank).....(hereinafter referred to as “the Bank”) do hereby undertake to pay to the Company an amount not exceeding Rs. (Rupees) only against any loss or shortage caused to or suffered by or would be caused to or suffered by the Company in respect of the said materials by reason of any breach (es) of any of the terms and conditions contained in the said ‘contract’, or for any reason whatsoever.

2. We (name of the Bank)..... do hereby undertake to pay the amount or amounts due and payable under this Guarantee from time to time up to the extent of Rs..... (Rupees.....) only without any demur / protest / question, merely on receipt of a demand from the Company stating that the amount (s) claimed is / are by way of loss or damage caused to / suffered by or would be caused to or suffered by the Company in respect of the said materials by reason of any breach of any of the terms and conditions contained in the said ‘contract’ by reason of the Consignment Agent’s failure to perform the said ‘contract’ or for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards the amount or amounts due and payable by the Bank after this Bank Guarantee.

3. It is hereby expressly agreed and declared that the Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee subject to the ceiling limit of Rs..... (Rupees) only, as referred to above and this guarantee shall not become invalid or infructuous because of the partial demand(s) made by the company upon us for payment under the circumstances stipulated hereinabove and it is further declared that this Guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this guarantee. It is further

agreed and declared that the Company shall be the sole judge of and as to whether the said Consignment Agent has committed any breach or breaches of any of the terms and conditions of the said 'contract' the extent of loss and damage, caused to or suffered by or that may be caused to or suffered by the Company on account thereof and the decision of the Company that the said Consignment Agent has committed such breach or breaches and as to the amount or amounts of loss and damages shall be final and binding on us. Any such demand or demands made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount, not exceeding Rs..... (Rupees.....) only.

4. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said 'contract' and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said 'contract' have been fully paid and its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said 'contract' have been fully and properly carried out by the said Consignment Agent and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (i.e. six months after the date of expiry of the said 'contract') and payment is made by us, we shall be discharged from our liability under this guarantee thereafter.

5. We, the said Bank, further agree that the Company shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder contained to vary / modify any of the terms and conditions of the said 'contract' or to extend time of performance from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Consignment Agent and to forbear or enforce any of the terms and conditions relating to the said 'contract' and we shall not be relieved of our liability by reason of any such variation / modification or extension being granted to the said Consignment Agent or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Consignment Agent or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. We(name of the Bank) agree and declare that this Guarantee will be valid and effective for a period of 8 (eight) years from the date of its issue and we further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the said Consignment Agent.

7. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Company in writing.

Dated day of..... 200

For

(Name of the bank)

Accepted For & on behalf of Central Warehousing Corporation

CUSTODY & INDEMNITY BOND

To,

Central Warehousing Corporation

Regional Office

.....

1. WHEREAS I/we have agreed to act as your Contractor for handling iron and steel materials at Warehouse of Central Warehousing Corporation (hereinafter referred to as "The Company") on the terms and conditions of the contract and schedule of rates, which expression shall include any formal agreement entered into subsequent hereto (hereinafter referred to as "The said contract") and carry on various other operations envisaged in the said contract in the Company's Warehouse

2. AND WHEREAS THE COMPANY has agreed to hire out crane(s) and / or other equipments to me / us without operator(s) as laid down in the Terms and Conditions of contract for handling Iron & Steel materials as also in Terms and conditions applicable for Crane (s) and / or other equipments to be hired out by the Company on my / our furnishing this Custody and Indemnity Bond for and in respect of the crane(s) and / or other equipments (the full particulars of which are given hereunder) received or to be received by me / us from the Company in terms of the said contract :-

Details of Crane(s) / equipment(s):

(a) Mobile Crane:

(i) TATA P&H955-MT(Capacity)- (numbers)

(ii).....TATA-320-MT(Capacity)-
..... (numbers)

(iii) COLES:.....MT(Capacity)- (numbers)

(b) E.O.T.Cranes:

.....MT andMT(Main hoist and Auxiliary hoist respectively)...
(numbers)

(c) RTG Cranes:

.....MT(capacity)... (numbers)

(d) Other Equipments:

i) Number of spreader beams:

.... No. for EOT and No for RTG Cranes

ii) Number of magnets:

... No. for E.O.T. Cranes and ...No. for RTG Cranes:....

iii) Number of double ended C-hook for use in EOT cranes:.....

iv) Number of C-hooks:.....for E.O.T. Cranes

3. NOW IN CONSIDERATION OF THE ABOVE, I/we, the Contractor hereby execute and furnish this Custody & Indemnity Bond in your favour and undertake that I/We shall keep and / or maintain the crane(s) and / or other equipments hired out to us entirely at my / our own costs and expenses. I/We further undertake to operate and / or use the crane(s) and or other equipments supplied by the Company in the Company's Warehouse only for Company's work alone in order to carry out the various work envisaged in the said contract.

4. I/We further agree and undertake to operate the crane(s) and / or other equipments with my / our own operator(s), helper(s) and sling men at my / our own cost and expenses and we shall not claim any extra charges over and above the amount agreed in the said contract for handling the iron and steel material envisaged in the contract.

5. I/We further agree to procure the necessary fuels, oil, lubricants, consumables etc of standard quality entirely at our own costs for utilization of the crane(s) and / or other equipments hired out to me / us by the Company.

6. (a) I / We further agree and undertake to keep and maintain the crane(s) and / or other equipments in good working order and condition and shall bear and pay all expenses that are considered necessary for the purpose of keeping good working order and condition. Besides, I / We agree for load testing for Mobile Cranes, once in a year, based on the recommendation of the manufacturer. Expenditure on this account will be to my / our account. I / We further agree to enter into an appropriate and requisite regular service and maintenance contract(s) with authorized / reputed service agent(s) and / or supplier(s) for monthly inspection and servicing of the crane(s) including the engine and / or the other equipments at my / our own costs and expenses. A true copy of the service and maintenance contract(s) so entered into by me / us will be submitted to the Company within 15 days of the commencement of contract. The service and maintenance contract(s) so entered into shall be kept valid until expiry of the hire period of the crane(s) and / or other equipments.

(b) I / We affirm and clarify that the said service and maintenance contract shall include annual maintenance/capital repairs also.

(c) I / We further declare and affirm that we shall be responsible to provide replacement of spare(s) / component(s) as would be required to keep the crane(s) and / or other equipments in good order and condition and it shall be my / our responsibility to bear and pay all costs of repairs and maintenance. I / We also declare and undertake that I / We shall purchase standard spares, whenever necessary, either from the authorized dealers of the crane supplier(s) or directly from the crane supplier(s) themselves according to the requirements for repairs and maintenance of the crane(s) and / or other equipments. I / We shall produce to the company on demand the necessary documents regarding purchase of spares and the repairs carried on. The Company, however, shall have the absolute right to carry out the repairs and / or maintenance of the crane(s) and / or the other equipments at its own cost in the event. I / We fail to carry out the same within the period(s) stipulated by the Company from time to time and such costs and expenses incurred by the Company shall be final and binding upon us. I / We undertake to pay to the Company such costs and expenses within 7 days of the date of receipt of the demand, failing which the Company shall have the absolute right to recover the same from our running bills and / or the security deposit and / or otherwise from any other dues payable to us, either under the said contract dated or under any other contract. The Company, would, however, recover the above costs and expenses subject to the provisions contained in paragraphs 6(a) & 6(c) hereinabove.

(d) I / We also confirm that I / We will abide by the checklist provided by the Company as basic guidelines. If any license / permission is required for the custody and operation of the crane(s) and / or other equipments in the Company's, I / We shall obtain the same in the name of CWC, the said Company hereof, at my / our costs and expenses and submit the same to the Company immediately. Any fee, if required, for obtaining the said license / permission should be initially paid by me / us and the Company shall thereafter reimburse the same to me / us on demand and against proof of documents, except for crane operators.

(e) I / We further undertake to return to the Company the crane(s) and / or other equipments hired out to me / us immediately on termination of the said contract, for whatever reason(s) it may be, in the same condition as they were delivered to me/us subject to the general wear and tear due to its use in terms of the Contract. I / We undertake that I/We shall keep the crane(s) and / or other equipments in our custody as a trustee of the Company in the Company's Warehouse only, free from all liens, claims, demands, charges. I / We further undertake that we shall not suffer any orders of injunction and / or appointment of Receiver(s) in respect of the crane(s) and / or other equipments hired out to me/us. If, however, due to any circumstances beyond my / our control, I / We suffer any time any injunction and / or attachments, in respect of the said cranes and / or other equipments, I / we shall compensate the company forthwith in full the loss or damage caused to it.

7. I / We hereby expressly agree and affirm to pay the hire charges of the crane(s) and / or other equipments to the Company in terms of the said contract irrespective of the availability of work / utilization of the crane(s) and / or other equipments and shall carry out / fulfill my / our obligations of the said contract. We further agree and affirm that the Company shall not allow any deduction(s) / rebate(s) on the hire charges payable by me / us in terms of the said contract.

8. I / We further agree and confirm that the Company shall deliver / make over the crane(s) and / or other equipment to me / us on joint inspection of the same by the Company's and my / our representative and while returning the crane(s) and / or other equipments to the Company for whatever reasons, the Company shall have the right to have a similar joint inspection by the Company's as well as my /our representatives and if any defect(s) other than the usual wear and tear due to us, are detected, the same shall be rectified and / or compensated by me / us to the full satisfaction of the Company at my / our cost.

9. I / We further undertake that in the event the said crane(s) and / or other equipments or any part thereof become bad or unserviceable or in any way defective due to defective use / non-use / misuse by me / us, I / we shall bear and pay all costs and expenses necessary to replace them in order to make the crane(s) and / or other equipments in proper and operative condition. I/We shall also compensate the Company in full in the event the crane(s) and / or other equipments or its any part(s) are stolen.

10. I / We agree and affirm that the Company shall have always the right to inspect the crane(s) and / or other equipments periodically as and when desired in order to ascertain the condition of the crane(s) and / or other equipments hired out to me / us. I / We shall also maintain a log book for each of the crane(s) and / or other equipments showing clearly the actual hours worked, tonnage handled and shall produce that log book to the Company's official / representatives for their inspection. I / We shall also submit fortnightly reports in the format prescribed by the Company covering the above details, i.e. regarding the hours worked with the crane(s) and / or other equipments handled by each of them and the idle hours, if any, on account of servicing / repairs or otherwise.

11. I / We also confirm that our responsibility with regard to unloading and release of wagons / proper handling / stacking / delivery of the materials shall be strictly as per the terms and conditions of the said handling contract and my / our responsibilities shall not be impaired or diluted on account of the crane(s) and / or other equipments remaining idle for any reason whatsoever including the non-deployment of the crane(s) and / or other equipments due to their remaining out of order for even repairs and maintenance.

12. I / We further declare that my / our responsibility shall not be impaired or diluted on account of the crane(s) and / or other equipments hired out to me / us by the Company remaining idle even for capital repairs.

13. I / We further agree that in case it is found by the Company that the crane(s) and / or other equipments are not maintained / operated properly or there are violation of applicable practices / rules / regulations and also default(s) on my / our part in observing the provision of rules laid down by the equipment suppliers in operating / maintaining the crane(s) and / or other equipments, it shall be construed as a breach on our part of the Contract and the Company shall have the option to take any action as it considers necessary including the termination of the said contract without notice to me / us.

14 (a) I / We further confirm that I/We shall indemnify the Company against any losses that it may suffer due to the negligence of or on the part of my / our labour / personnel in operating and / or maintaining the crane(s) and / or other equipments. I / We also undertake that I/We shall be solely responsible for any injury / damage caused to the personnel / Company's property by taking comprehensive full cover insurance in the name of the Company and this insurance policy will be deposited with the company. The premium for the policy will however be reimbursed by the Company.

14 (b) I / We further confirm that I / we shall indemnify the company against any losses that it may suffer due to the negligence of or on the part of my / our labour / personnel in operating and / or maintaining the EOT crane(s) and/or other tools, tackles and equipment. I / We also undertake that I / We shall be solely responsible for any injury / damage caused to the personnel / company's property by taking a comprehensive full cover insurance in the name of the company and the insurance policy will be deposited to the company.

15. I / We further agree to furnish to the company a Bank guarantee from a scheduled Bank on the company's prescribed format for Rs..... /- (Rupeeslakhs only) for all cranes / equipments The bank guarantee shall be kept valid for the entire contract period plus six months with a necessary provision therein enabling the company to seek further extension of its validity for another period of six months from the date of expiry of the extended period without any reference to me / us.

16. I / we further agree and undertake that the company shall be entitled to recover and / or deduct and / or adjust the amount of hire charges and / or any other compensation arising out of and / or relating to the operation envisaged in the said contract in full from any amount or amounts lying with the company and / or due and payable to me / us by the company either under this contract or any other contract / agreement without prejudice to any other remedies / rights available to the company. The company shall also have the right, in his discretion, to recover and / or adjust and / or deduct the said amount either from the Running Bills of the Contractor and / or from any other amount like security deposit etc. lying with the company.

17. I / We further agree and affirm that the Company has the fullest liberty to vary any of the

terms and conditions of the said contract without affecting in any manner whatsoever my / our obligations under this BOND and I/We shall not be released from my / our liabilities under the BOND by the exercise of the company's liberty to vary and / or modify the terms of the said contract or by reason of any time being given to me / us or any other forbearance or indulgence given to me / us or any other act or commission on the part of the Company.

18. It is further expressly agreed and confirmed that this BOND is in addition to and not by way of limitation of or in substitution for any other BOND given herein before to the Company by me / us, whether alone or jointly with others, and now existing un-cancelled and that this BOND is not intended to nor shall revoke or limit such BOND(s) or undertaking(s).

19. I / We further agree and confirm that this BOND shall not be affected by any change in the constitution of the contractor nor shall this BOND be affected by any amalgamation or absorption thereof (*) and shall always be available for enforcement of the obligation contained in this BOND by the company either against me / us or even against the amalgamated or absorbed company or concern or authority.

20. I / We further expressly agree and undertake that this BOND shall remain in full force and effect until all the obligations under the said contract as also as contained in this BOND are fully discharged by me / us to the satisfaction of the company and that the accounts relating thereto are fully and finally settled by and between the company and by me / us and the company expressly discharges this BOND in writing.

IN WITNESS WHEREOF I/WE sign herein aton.....

Signed and delivered by the within named Contractor

M/s.....

In presence of:

- 1.
- 2.

(Contractor)

(*) If a firm or a Company as applicable

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE FROM A SCHEDULED BANK EXCEPT GRAMIN / COOPERATIVE BANKS AND CATHOLICSYRIAN BANK)

GUARANTEE BOND FOR MOBILE/EOT/RTG CRANES

To

Central Warehousing Corporation
Regional Office, Chennai

.....

1. In consideration of Central Warehousing Corporation , a Government Company incorporated having its Regional Office at No. 4, North Avenue, Srinagar Colony, Saidapet, Chennai and also having, inter alia, one of its Central Warehouse at Trichy (hereinafter called 'The Company') having agreed to accept this GUARANTEE towards the security for the due performance of the obligations contained in the Letter of Intent dated(hereinafter called 'the said Contract' , which expression shall include any formal agreement entered into subsequent thereto or in supersession thereof and all modifications to and amendments in the said agreement made between the Company and M/s.

.....(hereinafter called 'the said contractor') for handling iron and steel materials at the Company's Warehouse under the said contract) as also for the due performance and fulfillment of all the terms and conditions contained in the CUSTODY & INDEMNITY BOND dated..... executed by the said contractor in favour of the Company in terms of the said Contract for Rs. (Rupees only),

we (Name of the Bank) (hereinafter referred to as the 'said Bank') do hereby undertake to pay to the company the amount(s) not exceeding Rs.... ..

(Rupees..... only) against the contractor's failure and / or non-observance of any of his obligations of the conditions contained in the said Contract and / or of the CUSTODY & INDEMNITY BOND dated referred to above.

2. We, (Name of the Bank) do hereby undertake **to pay the amount** or amounts due and payable under this Guarantee from time to time up to the extent of Rs.

(Rupeesonly) without any demur or protest, merely on a demand from the Company stating that the said contractor has failed to fulfill and / or observe his obligations as contained in the said contract and / or in the CUSTODY & INDEMNITY BOND and that the amount or amounts claimed is / are due and payable to the Company by the said Contractor on account thereof. Any such demand made on the said Bank shall be conclusive as regards the amount or amounts due and payable by the Bank under this Guarantee. It is hereby expressly agreed and affirmed that the Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee subject to the ceiling limit of Rs. ... (Rupees

.....) only, as referred to above and this Guarantee shall not become invalid or infructuous because of the partial payment or payments made by us to the Company pursuant to the demand or demands made by the Company upon us for payment from time to time and it is further affirmed that this Guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee. It is further agreed and affirmed that the Company shall be the sole judge as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and / or of the CUSTODY & INDEMNITY BOND referred to above and the decision of the Company that the said Contractor has committed such breach or breaches and also as to the amount or amounts becoming due and payable by the said Contractor to

the Company shall be final and binding upon us. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs (Rupeesonly).**

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect and until the Contractor fulfill and / or abides by all his obligations contained in the said Contract as also in the CUSTODY & INDEMNITY BOND referred to above and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract and / or of the CUSTODY & INDEMNITY BOND are fully paid to the Company and the Company's claims are satisfied or discharged or till the Company certifies that the terms and conditions of the obligations of the said contractor under the said contract as also of the CUSTODY & INDEMNITY BOND have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee.

4. Unless a demand or claim under this Guarantee is made on us in writing or before (i.e. six months after the date of expiry of the said contract), we shall be discharged from our liability under this Guarantee thereafter.

5. We, the said Bank, further agrees and undertake to extend the validity of this Guarantee for a further period of six months from the date of expiry of the extended period of the said contract and we undertake to pay to the Company the amount or amounts payable under this Guarantee on receipt of a demand or claim on or before the expiry of six months from the date of expiry of the extended period of the said contract.

6. We, the said Bank, further agree that the Company shall have the fullest liability without our consent and without affecting in anyway our obligations hereunder contained, to vary / modify any of the terms and conditions of the said contract and /or the CUSTODY & INDEMNITY BOND referred to above or to extend the time of performance from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forebear and enforce any of the terms and conditions of the contract and / or the CUSTODY & INDEMNITY BOND and we shall not be relieved of our liability by reason of any such variation / modification or extension being granted to the said contractor or for any forbearance, act or omission by the Company or any indulgence by the Company to the said Contractor or by any such matter or thing whatsoever, which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the prior consent of the Company in writing.

Datedof this.....

FOR

(NAME OF THE BANK)

(To be signed non-judicial stamp paper of appropriate value)

**AGREEMENT FOR HANDLING IRON & STEEL MATERIALS IN THE HOME SALES
WAREHOUSE AT**

THIS AGREEMENT made on this day of between the Central Warehousing Corporation, having its regional office at No. 4, North Avenue, Srinagar Colony, Saidapet, Chennai- 600 015 and also having one of its Central Warehouse at Trichy referred to hereinafter as the "Company" (which expression shall where the subject or the context so requires or admits, include its successors and assigns) of the ONE PART and M/s..... a registered proprietary firm(as the case may be) having its registered office at..... referred to hereinafter as the "Contractor" (which expression shall, where the subject or the context so requires or admits include its successors and assigns) of the OTHER PART.

WHEREAS pursuant to the Company's advertisement inviting tenders for carrying out handling of Iron & Steel materials at its Warehouses at P.O.....PS.....district of in the State of the contractor above named submitted its tender on.....

AND WHEREAS the Company accepted the tender and awarded the work under the Contract vide its letter No dated(W.O.)

AND WHEREAS it was considered necessary and expedient to incorporate the terms of the Agreement in an instrument in writing.

AND WHEREAS the Contractor, pursuant to the terms of the Contract has already made the full security deposit of Rs... (Rupeeslacs) only.

NOW THESE PRESENT WITNESSETH and it is hereby agreed to and declared by and between parties hereto as follows:-

1. In consideration of the payments to be made by the Company in terms of the contract, the Contractor covenants and agrees with the Company to undertake the jobs of handling of Iron & Steel materials at the above Warehouse of the Company on the terms and conditions as also in the manner required and the contractor agrees to do and conform strictly all such acts, works or jobs as are mentioned in the various annexures referred to hereunder.

The various annexure set out in the tender document and hereto annexed marked as Annexures 1 to 22 mentioned shall constitute the contract for the purpose of construction, interpretation and effect thereof.

2. In consideration of the due performance, execution and completion of the work strictly in terms of this agreement, the Company covenants and agrees to pay to the contractor such sum or sums as may become payable to the contractor at the agreed rates as borne out by the documents enumerated in paragraph 1.1 above.

3. The agreement shall be effective from(date of commencement of work as mentioned in W.O.) and shall remain in force for a period of four and half years unless terminated earlier by the Company in terms of the provisions as contained in the terms and conditions of the Contract.

4. It is agreed and declared by the parties hereto that there is no other agreement between the parties in respect of anything said or done in connection with the said contract apart from those as are contained in these presents and the annexures referred to herein.

5. No modification or amendment of this contract shall be valid and binding upon the parties unless the same are made in writing and are signed by the parties and termed as an 'AMENDMENT' to the Contract.

6. In case of any conflict between the terms and conditions contained in the contract documents, the provisions contained herein shall prevail over those contained in the documents referred to in paragraph 1.1 above.

IN WITNESS WHEREOF the parties hereto have executed these present on the day, month and year above written at (Name of the place)

Signed, sealed and delivered for
& on behalf of M/s.
the Contractor named-above in the presence of

(For & on behalf
of Contractor)1)

.....
2)

Signed, sealed and delivered for & on behalf
Of CENTRAL WAREHOUSING CORPORATION, the Company (For & on behalf of CWC)Above
named in presence of

1)..... 2)

ANNEXURE-V

CERTIFICATE FROM THE BANKER

On the letter head of the Bank

Dated : _____

(Name & address of the bank)

This is to certify that M/s _____ (Name & Address of the Bidder) has / have been having transactions with us for last _____ years and their financial standing is sound based upon such transactions for the last three financial years.

The details of overdraft Limit, and BG/LC limit sanctioned vis-à-vis utilization, are as under:

- (a) BG limit on date: Rs.... Crores
- (b) Utilization of BG limit on date: Rs.....Crores
- (c) LC limit on date: Rs.....Crores
- (d) Utilization of LC limit on date: Rs.....Crores
- (e) Overdraft/ Cash Credit Limit sanctioned as on 31.03 (preceding financial year) : Rs... Crores.
- (f) Overdraft/ Cash Credit Limit utilized as on 31.03 (preceding financial year) : Rs... Crores.

(Signature)

Name of the person(with seal) _____

Designation _____

Personnel No. _____

ANNEXURE-VI

(To be typed on Company's / firm's letter head and should be signed by the Authorized Representative to be submitted along with tender)

Undertaking on Performance Record

Date:

To
Central Warehousing Corporation.,
Regional Office,
Chennai.

Dear Sir,

Ref: Tender No. dated.....

With reference to the tender, it is to inform that

1. Neither our firm / Company nor any interconnected agency was blacklisted / banned / debarred by any Govt Organisation / CPSE's / Court due to bad performance or non-performance during the past six years nor our firm / Company or inter connected agency was banned / black listed by CWC during the last six years as on the date of tender opening.

2. Neither proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years rigorous imprisonment or more, such tenderer will be ineligible. However, if on acquittal by the appellate court the tenderer will be eligible.

3. While considering ineligibility arising out of any of the above 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.

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.

The above declaration is being given to the best of our knowledge and belief. We are aware that in the event our declaration is found false / incorrect, our bid shall be summarily rejected and EMD forfeited beside any other action against us as deemed fit by CWC.

Thanking you,

Yours faithfully,

Authorized Representative

ANNEXURE-VII

(To be typed on Company's / firm's letter head and should be signed by the Authorized Representative alongwith list of cranes upon issuance of

L.O.I.)

UNDERTAKING ON FREE FOR DEPLOYMENT OF CRANES AND EQUIPMENTS

Date:

To
Central Warehousing Corporation.,
Regional Office,
Chennai

Dear Sir,

Ref: Tender No. dated.....

We undertake that all the cranes and equipments offered for deployment against the above referred tender as per Annexure-XII shall be completely free for deployment on the date of inspection / commencement of work.

Thanking you,

Yours faithfully,

Authorized Representative

ANNEXURE-VIII

(To be typed on Company's / firm's letter head and should be signed by the Authorized Representative
in reference to clause 14D (I) of Instructions
to bidders at the time of submission of tender)

UNDERTAKING ON LIST OF CRANES AND EQUIPMENTS

Date:

To
Central Warehousing Corporation.,
Regional Office,
Chennai

Dear Sir,

Ref: Tender No. dated.....

We undertake that in the event of our being declared as successful bidder by CWC, we shall furnish list of cranes and equipments as specified under 14(B)(I) of Instructions to bidders for all cranes / equipments as stipulated in the tender relating to minimum equipment requirement within 30 (Thirty) days from the date of Letter of Compliance. The list shall be submitted as per Annexure-XII along with self attested relevant documents and original document for hire/lease agreement specified at clause 14D (I) of Instructions to bidders. The corresponding original documents except lease/ hire agreement shall be submitted within 15 days of submission of such list for verification purpose.

We are aware that in the event of our failure to submit the required list along with self attested relevant documents and original documents for verification purpose within the stipulated period as mentioned above, our LOI shall stand cancelled without any further reference to us and EMD forfeited. Further, we shall not be allowed to participate in re-tender(s).

Thanking you,

Yours faithfully,

Authorized Representative

(To be typed on Company's / firm's letter head and should be signed by the Authorized Representative)

**UNDERTAKING ON DISPLAY AND TESTING/INSPECTION AND
REPLACEMENT OF CRANES**

Date:

To
Central Warehousing Corporation.,
Regional Office,
Chennai

Dear Sir,

Ref: Tender No. dated.....

We undertake that in the event of our being declared as successful bidder by CWC, we shall display all the cranes / other equipments offered for deployment against the above referred tender for inspection / testing by CWC or any agency appointed by CWC on the appointed date, time and place as intimated by CWC through the Letter of Intimation.

We further undertake that the Inspection Report as given by CWC for the cranes equipments displayed shall be final and binding on us. In case, any crane (non-OEM/OEM more than seven years old) and equipments as offered for deployment against the above tender, is not found acceptable on inspection / testing, the same shall be replaced by the crane of similar make / model / capacity within 3 days. In case of delay beyond 3 days, we shall be liable to pay penalty of Rs.10,000/- (Rupees Ten Thousand Only) per crane / equipment per day up to maximum delay of 7 (seven) days from the date of intimation by CWC for replacement.

In the event of our failure to replace the crane / equipment at the appointed place within 7 days from the date of intimation by CWC, the LOI shall be cancelled and EMD forfeited. Besides, we along with inter-connected agency shall be debarred from participating in the re-tender(s).

Yours faithfully,

Authorized Representative

(To be typed on Company's / firm's letter head and should be signed by the Authorized Representative)

Date:

To
Central Warehousing Corporation.,
Regional Office,
Chennai

Dear Sir,

Ref: Tender No. dated.....

We undertake that we will utilize the referred Provident Fund Code Number for this contract.

We also undertake that we will utilize the ESI registration as referred in the tenders submitted by us for all our employees deployed in CWC premise, under this Contract.

*We further undertake that we will obtain a sub code from ESIC authorities in the state where operations are to be carried out against our original code number within 30 days from the date of Letter of Compliance and that we will utilize that sub code for labour deployed by us in CWC warehouse, in the event of our becoming successful bidder.

*In the event that the warehouse is outside the coverage of the ESI Act, we shall obtain a confirmation to this effect from the ESIC Regional Office concerned. However, we further undertake that we will ensure ESI coverage to labour to be deployed by us in CWC premises, from the date the ESI Act, 1948 becomes effective / applicable in that area.

We are aware that in case of our failure to provide ESI coverage to our employees deployed in the warehouse or the declaration / certificate submitted by us is found to be false or fabricated, EMD shall stand forfeited and tender will be rejected. Further, we shall not be allowed to participate in re-tender(s).

Yours faithfully,

Authorized Representative

*Strike out which ever is not applicable.

CENTRAL WAREHOUSING CORPORATION REGIONAL OFFICE

.....

EQUIPMENT UTILISATION STATEMENT (CRANE EQUIPMENT WISE)

MONTH :

WAREHOUSE :

Tonnage Handled

Dt.	Total available hours crane / equipment	Total hours utilized (crane)	Received	Delivered	Stacked	Other operation	Hours idle due to no engagement	Hours idle due to break down

Signature :

Name :

Designation :

(To be submitted in compliance as stipulated in Letter of Compliance)
(on company/firm's letterhead)

SUMMARY SHEET FOR LIST OF EQUIPMENTS

Type of Equipment	Registration No.	Capacity	Capacity certified by	Fitness	Owner of equipment and Address
1	2	3	4	5	6

1 Please indicate type of equipment i.e. tyre mounted mobile Crane(Tyre mounted and booms shall rotate by 360⁰ when the vehicle on which it is mounted is stationary),Fork lift orTrailor or Truck

2 Registration no. should be indicated as per RC book only. Tenderer shall enclose along a Xerox copy of all pages of original RC book self-attested. In case of new cranes and equipments, the date of purchase is to be established by submitting a self attested copy of purchase invoice along with an undertaking that the required formalities will be completed within 30 days of submission of such paper.

3 Capacity in case of Trucks and Trailers are to be certified in the RC book.

4 Capacity and validity of fitness should be certified by registration authority in case of Trucksand Trailers.

5 Owner of the equipment should be the one in whose name the equipment is currently registered with the registration authority.

6 Tenderer should submit a proof of the latest Tax payment details along with the RC book tobe enclosed along with list of equipments within 30 days from date of letter of compliance.

7 In case of cranes and vehicles, relevant documents as per clause 14D (I) of Instructions to bidders are to be submitted.

8 Original documents will be required by CWC to be produced by the successful bidder for verification within 15 days from the date of submission of such list and also during the tenure of the contract as mentioned at clause 14D (III) of Instructions to bidders

SAFETY INDUCTION FORM
Safety Induction to the Contractor

- 1 Name & address of the Contractor :
- 2 Work Order No. :
- 3 Name of Branch awarding Contract :
- 4 a) Date of starting job :
- b) Duration :
- 5 Location :
- 6 Name, Designation & qualification of supervisors
 - i) Department (1) (2)
 - ii) Contractual (1) (2)(WHM will obtain in writing details of supervisoras at (ii) above from the contractor)
- 7 Necessary safety precautions explained :
- 8 Safety appliances viz shoes,, gloves, helmet etc. :advised for usage to the Workers

Signature of Warehouse Manager

I have gone through the Safety Rules / Manual of the Company and received a copy.

I shall follow all safety precautions / instructions given to me and shall be responsible for safety of my staff / employees / workmen including labour kept at my disposal by Labour Board/Association etc. and also for equipment / men who entered the work area for unloading /loading / stacking of materials.

I confirm that Safety appliances as per Terms & Conditions of contract have been provided and are being used by workmen / staff / employees.

Signature of Contractor

Certified that Safety shoes and gloves, helmet etc. are available with workers and the same are being used.

Signature of Warehouse Manager

INJURY ON WORK
(Contractor's Employees)

To

The Warehouse Manager / Stockyard In-charge 1 Name of the Contractor:

2 Name of the Branch 3 Location:

4 Name of Injured person :

5 Designation, Gate Pass No. :

6 Date & Time / Shift of Accident :

7 Exact place of occurrence :

8 Eye witness (name & designation) : (1)(2)

9 Persons apprised of : (1)

(2)

10 Brief account of the accident :

11 Action taken :

11 Name & Address of next of kin and relationship

Signature of the Contractor/Contractor's Supervisor

Date : Note :

Name

1 When an injury occurs to a Contractor's employee / workmen assigned to him while inside the stockyard, the injured person should be sent for medical attention immediately and this form be filled up after the injured person is attended to by the doctor.

2 If the attending doctor declares the injured person unfit for duty for more than 2 (two) days, this becomes reportable accident and the Contractor shall immediately report this to the Warehouse Manager with one copy regional personnel head for further action. The Contractor shall also keep the Safety Officer, Warehouse Manager regularly apprised of –

- (a) The condition of the injured person
- (b) The period of disability, and
- (c) Any loss of earning capacity certified by the doctor

The Contractor shall produce the fitness certificate from the attending doctor after the injured person has been declared fit for duty before the contractor allows to resume work.

3 In case of 2 (c) above the contractor shall arrange for payment to the injured person as per rule which shall be confirmed to WHM and Regional Manager by the contractor.

**NOTICE OF FATAL ACCIDENT
(Contractor's Employees)**

Date :

From : (Name & address of the Contractor)

To
The Warehouse Manager
.....
.....

Dear Sir :

We regret to inform you that Shri _____ son of _____, an employee of M/s _____ met with a fatal accident at _____ AM / PM, dated _____ at _____. At the time of accident, he was engaged in _____ (description of work).

Brief description of the accident and nature of injuries is as follows :The action taken is as follows :
Yours faithfully,

Signature of the Contractor or Contractor's Supervisor

Copy to : The Regional Manager, CWC, RO, Chennai

(To be typed on Company's / firm's letter head and should be signed by the Authorized Representative)

(To be submitted by successful bidder before commencement of work)

Date:

To
Central Warehousing Corporation.,
Regional Office,
Chennai

Dear Sir,

Ref: Tender No. dated.....

We hereby declare that we have checked licence / experience certificate of crane / equipment operators employed / to be employed at Warehouse against the above referred tender and found them in order.

Yours faithfully,

Authorized Representative

(To be typed on Company's / firm's letter head and should be signed by the Authorized Representative)(Undertaking for GST)

Date:

To
Central Warehousing Corporation.,
Regional Office,
Chennai

Dear Sir,

Ref: Tender No. dated.....

We undertake that we will utilize the GST Registration Number as mentioned byus in the tender documents for this contract.

Yours faithfully,

Authorized Representative

ANNEXURE- XVIII

PROFORMA FOR AGREEMENT FOR LEASING / HIRING OF CRANES/TRUCKS / TRAILORS ETC

This agreement made on this _____ day of _____ in the year _____ between M/s _____ (name of owner of equipment as per RC/Book/other appropriate documents like Form 23), a company/Firm/ Partnership/person having its/their registered office/principal place of business at _____ of the party of the First Part (which expression itself shall include its/their successors and permitted assigns) AND

M/s _____ (name of the bidder), company/Firm/Partnership/proprietorship/person having its/their registered/Office/Principal place of business at _____ of the party of the Second Part (which expression itself shall include its/their successors and permitted assigns).

Whereas the party of the Second Part intends to take on lease/hire the equipments as detailed below for the purpose of deploying those equipments in connection with the tender for a handling for Iron & Steel Materials of (CWC) at _____ for the entire period of the contract i.e. 7 years plus 3 years, in case the contract is awarded by CWC to the party of the Second Part.

And whereas the party of the First Part is the owner of equipments as per the details below and desires to lease out/hire out those equipments on the terms and conditions written there under :

1 That the party of the First part shall lease out / hire the following equipments detailed below:

Sl.No.	Equipment Details (Make, Registration. No. etc.)	Capacity
--------	--	----------

2 The equipments mentioned above shall be leased out/hired out by the party of the First part to the party of the Second part for a period of 7 years plus 3 years for utilizing the same in the stockyard of the CWC in case the contract is awarded by CWC to the party of the Second part

3 That the party of the first part agrees and undertakes that she/he/they will not cancel this agreement within the period as mentioned in the Clause 2 above.

In witness whereof the parties hereto sign this agreement on the day, month, year above written

SIGNED SEALED AND DELIVERED
IN PRESENCE OF :

PARTY OF THE FIRST PART

WITNESS :

- 1
- 2

SIGNED SEALED AND DELIVERED
PRESENCE OF :

PARTY OF THE SECOND PART IN

WITNESS :

- 1
- 2

NOTE: DATE OF AGREEMENT SHOULD NEVER BE PRIOR TO THE DATE OF PURCHASE OF STAMP PAPER.

CENTRAL WAREHOUSING CORPORATION LIMITED

Central Marketing Organisation

.....

Monthly Report on damage to material as inreceived condition and during handling andstorage operations in the Warehouse

Name of Plant :

Name of the Warehouse :

Wagon No	Product /quality involved	Damage to materialin received condition		Damage to material during handling & storage operations		REMARKS including amount recovered from Contractor on a/c of damage
		Nature of damage in detail	Tonnage	Nature of damage in detail	Tonnage	
1	2	3	4	5	6	7

Total material received in damaged condition from the plant during the month M/T.

Total material damaged by Handling Contractor during the month.....M/T

Total material received in the Stockyard during the monthM/T

Index damage to Material received in Material as in received - damaged condition in M/T
 Total receipt from the plantDuring the month in M/T

Index of damage to materials - Material damaged by ContractorIn the yard in M/T.....
 Total receipt from the plantDuring the month in M/T.

Signature : Name : Designation :

Certificate from Chartered Engineer on his letter head:

To

This is to certify the following vehicles/equipments, details of which are given hereunder have been examined by me.

Sl.No. Regn. No. etc)	Equipment Details	Capacity	Mobile	Tyre mounted(Make,
-----	-----	-----	-----	-----

On examination it is found that the equipments as per above details are mechanically safe and in good working condition.

(Signed)/Chartered Engineer
Rubber Stamp
Regn. No.

Note : A Chartered Engineer will be one who is registered with the Institution of Chartered Engineer.

PRE CONTRACT INTEGRITY PACT**(Under digital signature of Authorized Signatory)****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, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.

3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed

upon for such payments.

3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting Technical bid, the BIDDER shall submit Bid Security Declaration as per Appendix-II In lieu of EMD.

6. Sanctions for Violations

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

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

6.1 The CORPORATION will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.2 The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitor

8.1 The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission, K. V. Chowdary New Delhi.

8.2 The CORPORATION has appointed Sh. Vishnu Agarwal, Flat No.-265, Vigyapan Lok, Plot No-15, Mayur Vihar Phase-I Extension, Delhi-110091 as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

8.3 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.4 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.5 Both the Parties accept that the monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

8.6 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.

8.7 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration

of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

8.8 The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.9 The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

13. The parties hereby sign this Integrity Pact at _____ on _____

CORPORATION BIDDER

Name of the Officer Designation

Witness

Witness

1. _____

1. _____

2. _____

2. _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CWC Plants/Units shall apply for registration in the prescribed Application –Form.

Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CWC Plants/Units.

Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.

Tenderers of Foreign nationality shall furnish the following details in their offer:

The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CWC in Indian Rupees only.

Tenderers of Indian Nationality shall furnish the following details in their offers:

The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CWC in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

Failure to furnish correct and detailed information as called for in paragraph-

2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CWC. Besides this there would be a penalty of banning business dealings with CWC or damage or payment of a named sum.

PERFORMANCE EVALUATION OF CONTRACTORS (QUARTERLY)

Period of evaluation	
Branch	
Warehouse	
Name of Handling Contractor	
Date of commencement of contract	
Extension period	
Date of expiry of contract	
Overall rating(0 to 10)	

**Signature
(Name)
WHMBr.**

**Signature
(Name)
RM's Rep.**

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. Email Address _____

8. Website _____

9. GST Registration No. _____

10. PAN No. _____

11. Deatils 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 Bank Details :

- 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)

Performa for Bid Security Declaration

(On Letter Head of Bidder Under digital Signature)

Whereas.....(name of agency) have submitted bids for (name of work).....

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents I/we shall be suspended for two years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order,

Or

2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee/security deposit before the deadline defined in the tender documents, I/we shall be suspended for two years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order. Signature of the contractor(s) with stamp

Format of Net Worth

A. The net
Worth of Mr./Ms./M/s _____ for last Financial
Year _____ is Rs. _____ 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:

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

POWER OF ATTORNEY

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

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

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

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

Our firm is a Member/Lead Member of the Consortium of _____,
and _____.

Dated this the _____ day of _____ 20

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

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

Seal of the Proprietorship firm / Partnership firm/Company

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes:

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

UNDERTAKING

(For Sole Proprietary Firm)

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)

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 12 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.

Digital signature of the bidder : _____

Name of the bidder : _____

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

AFFIDAVIT

(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS)

(To be executed in presence of Public Notary on non- judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer.)

I _____ (Name and designation) _____ appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the Handling and Transportation work of _____ as per the Tender No. _____ of CWC, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
2. I/ We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the tender documents from CWC tender portal www.cwceprocure.com and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) the decision of CWC with regard to such discrepancies shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
7. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false/fabricated or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD/SD besides suspending of business for minimum one year. Further, I/We _____ [insert name of the tenderer] _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/ We also understand that if the certificates submitted by us are found to be false/forged/fabricated or incorrect at any time, after the award of the contract, it will lead to termination of the contract,

alongwith forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract.

9. I/We certify that I/We are not black listed or debarred by CWC or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid.

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER

PARAMETERS & WEIGHTAGE FOR EVALUATION

Receipt	Weightage 15%	Unloading in free time & extent of demurrage
		Transportation and Stacking
		Time Frame (72 hours)- FTR incl. painting/markings
		Stacking as per Stacking Plan and on rail dunnage
		Damage to material (Inspection by WHM representative)
Delivery	Weightage 20%	TTAT -Tare Weight to Final Gross Weight (as specified in Quality Objective)
		Wrong Delivery
		Unloading of excess materials at the original places
		Uninterrupted delivery even during rake placements
Equipments	Weightage 20%	Availability & health of equipments as per contract
		Downtime of equipment beyond 2 days/maintenance
		Additional equipment arranged for increased delivery/receipts if asked for by WHM.
		Whether AMCs for Deptt. cranes as per contract are available
		Maintenance of contractors' cranes for compliance with ISO norms
Labour related Issues	Weightage 5%	Maintenance of EOTs/Mijacks
		Renewal of labour licence
		Payment to Contract Labour
		Submission of PF returns
		Submission of ESI
Documentation	Weightage 10%	Submission of retrenchment benefit if any.
		Submission of PTR
		Submission of FTR
		Submission of RRs in hand.
		Intimation of placement of wagons
		Missing wagons
		Unlinked wagons
		Submission of Bills in time
Whether correct or inflated bills are submitted.		
Safety	Weightage 10%	Regular usage of PPE for labourers
		Maintenance of Cranes & Equipments (CWC & Contractor)
		Use of slings from Manufacturers. supplying with TCs
Housekeeping	Weightage 10%	
Coordination	Weightage 5%	With Railways and all other external agencies as and when needed
Attitude/ Response	Weightage 5%	

RATING & NECESSARY MEASURES

Rating for each parameter to be made on a **scale of 1 to 10** (1 being the lowest and **10** being the highest). These ratings to be multiplied by the weightage as specified against each parameter. The point arrived at against each parameter to be added to arrive at Accumulated Points for the specified period. A sample format is furnished below –

Note: -

- 1) If the accumulated points are less than 5, then the areas of concern to be notified through writing and counselling.
- 2) If the accumulated points are less than 5 in two consecutive evaluations, then it may call for recommendation for warning.
- 3) If the accumulated points are less than 5 in three consecutive evaluations/any of the 5(five) quarters, then it will call for automatic termination with a notice period of six(6) months, leading to forfeiture of EMD, PG Bonds etc. & debarring such contractor from participation in any of the future Handling Contract tenders anywhere in the country for a period of **5 (five) years from the date of termination.**

METHOD OF CALCULATION

Sl. No	Parameters	Weightage(in %age)	**Rating-1 to 10
1	Receipt	15	
2	Delivery	20	
3	Equipments	20	
4	Labour	5	
5	Documentation	10	
6	Safety	10	
7	Housekeeping	10	
8	Coordination	5	
9	Attitude/Response	5	
	TOTAL	100	

** () indicates rating in scale of 0 to 10 which when multiplied with respective weightage, the final ratings in the range of 0 to 10 under individual parameters may be arrived at.



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