



**TENDER DOCUMENT
FOR APPOINTMENT OF CONTRACTOR FOR
HANDLING & TRANSPORTATION OF ISO
CONTAINERS AND ALLIED SERVICES AT
INLAND CONTAINER DEPOT (ICD),
PATPARGANJ, DELHI**

**CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)
REGIONAL OFFICE
SCOPE MINAR, CORE-3, 1st FLOOR,
LAXMI NAGAR DISTT. CENTRE
DELHI-110092
Ph: 011-22444334**



THIS TENDER DOCUMENT CONTAINS TWO PARTS

Part – I: Technical Bid (Pages 1 to 124)

Part-II: Price Bid (Pages-125 to 142)



PART-I (TECHNICAL BID)
(Pages 1 to 124)

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**Notice Inviting E-Tender**

Central Warehousing Corporation invites online tenders (e-tenders) under two bid system from the interested professionally competent and financially sound parties for appointment of regular Handling & Transport Contractor for handling containers and cargo as well as transportation of loaded/empty ISO containers and other allied operations at ICD-Patparganj, Delhi.

Scope of Work	Handling containers and cargo as well as transportation of loaded/empty ISO containers and other allied operations between ICD-Patparganj and ICD Loni / Loni Rail Siding/ ICD-TKD/TKD Rail Siding/any other ICD in Delhi/NCR within 100 Kms.	
Tender Notice	Tender documents will be available on websites: www.cwceprocure.com / www.cewacor.nic.in/ www.tenderwizard.com/ or CPP Portal http://eprocure.gov.in . The tender can be submitted online only at website: www.cwceprocure.com .	
Tender Type	OPEN	
Schedule of e-Tender	Documents downloading date & time	From 10:00 hrs on 28.08.2020 upto 15:00 hrs on 17.09.2020
	Pre-Bid Clarification/ suggestion meeting	At 14:00 hrs on 09.09.2020 at CWC, Regional Office, Delhi
	Last date and time for seeking Enquiries/Clarifications	Upto 17:00 hrs on 10.09.2020 at Regional Office, Delhi.
	Last date and time of online bid submission	Upto 15:00 hrs on 18.09.2020
	Last date and time for submission of EMD & Tender fee/ Processing Fee	Upto 15:00 hrs on 18.09.2020
	Date & time of online Technical Bid opening	At 15:30 hrs on 18.09.2020
	Date & time of online Financial Bid opening	Will be intimated later on.
Bid Validity	90 days further extendable by thirty days from the date of	



Period	opening of technicalbid
Period of Contract	Five Years from the date of taking up the work at ICD-Patparganj, Delhi
Cost of tender	Rs.5900/-(Rupees Five Thousand Nine Hundred only) inclusive of all the taxes/GST (18%) to be paid through e-payment gateway to Central Warehousing Corporation, Regional office upto 15:00 Hrs. of 18.09.2020 as per details given below under EMD column.
Tender fee & Processing Fee	Rs.885/- (Rupees eight hundred and eighty five only) inclusive of applicable GST(18%) to M/s ITI through e- payment through the portal www.cwceprocure.com (before uploading the tender) before 15:00 Hrs. of 18.09.2020.
EMD	Rs. 16,70,000/- (Rupees Sixteen Lakh Seventy Thousand only) to be paid through e-payment gateway to Central Warehousing Corporation, Regional office, Delhi upto 1500 Hrs. of 18.09.2020
Value of Contract	(i) Estimate Value of Contract: 41.75 Crore (ii) Estimated Annual value of Contract: 8.35 Crore
Eligibility Criteria	Tenderer should fulfil following conditions:
(i)Experience	<p>The tenderer should have minimum three years (03) proven experience out of preceding five years(05), from the date of issue of NIT, as H&T contractor/ Shipping Agent/Shipping Company/Shipping Line/Customs Broker/Consolidator/NVOCC Operator/3PL Service Provider/ Container Terminal Operator/ CFS Operator/ ICD Operator/ Transporter/ Logistics Service Provider for Handling & Transportation of containers / containerized cargo, providing labour, equipments such as Tractor-Trailors, Reach Stackers, Forklifts, Crane, CBT etc., in a Container Freight Station / Inland Container Depot of a Govt. Dept / PSU / Public Limited Company dealing with similar type of work.</p> <p>(a)The tenderer should have experience of Handling and / or Transportation of minimum number of 2875 TEUs during any of the three financial years (each), out of the preceding five financial years. The tenderer should have direct experience i.e. they should have undertaken the work of Handling and / or Transportation of containers on their own and not through any other contractor. The experience submitted as sub-contractor shall not be accepted.</p>



	(b) “In case of Consortium / Jt. Venture the experience of container handling and transportation as mentioned above shall be determined by adding together the experience of all partners of consortium / Jt. Venture. However, as a qualifying criterion, the lead partner must have at least 60% of minimum experience required”.
(ii) Average Annual Turn Over	The tenderer should have minimum average annual turnover of Rs. 2,50,50,000/- (Rupees Two Crore Fifty Lakh Fifty Thousand only) (in the same name for which is submitting the offer) during preceding three financial years. The average minimum annual turnover of preceding three FYs should not be less than 30% of the estimated annual value of advertised tender.
(iii) Equipments/ vehicles	Tenderers should be in a position to make available the following equipment / vehicle, owned or through tie-up (leased/hired) with other supplier/ agency/ partner, for which a letter of commitment or tie-up with the supplier/ agency partner shall have to be submitted along with the tender:

S. No	Name and type of the equipments	Capacity	Minimum total requirement	Minimum to be owned	Manufacturing year on or after
	(1)	(2)	(3)	(4)	(5)
1	Reach Stackers	40 MT	2	NIL	Manufactured on or after 27.08.2015
2	Heavy Duty Mobile Cranes	30-40 MT	1	NIL	In Good Working Condition
3	Hydra Crane	12 Tons or less	1	NIL	In good working condition
4	Forklift	10 MT	2	NIL	Manufactured on or after 27.08.2015
5	Low Mast Forklift	3 MT	15	5	Manufactured on or after 27.08.2015
6	Tractor Trailers	Capable to transport 20' & 40' loaded/empty containers	15	5	Manufactured on or after 27.08.2015
7	Hand Trollies	-	60	30	In Good Working Condition

Note-1	“Bidders who do not own the equipment(s) and vehicle(s) of required model & year of manufacture, as specified in the tender document at the time of bidding but are in ownership of required number of equipment and vehicles of lesser model (year of manufacture) to fulfil the minimum eligibility criteria can also participate
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	in the bidding, provided they give an undertaking to the effect that in case they are declared successful and the contract is awarded to them, they bind themselves to purchase (have the ownership in their name) and deploy the equipment and vehicles of required vintage (year of manufacture) within 120 days of award of contract to fulfil the minimum ownership criteria as laid down in the tender document". This is applicable only for the owned equipment, not the leased / hired as per column 4
2	The successful tenderer shall ensure that all equipment, trailers as required under NIT/Tender, are physically verified at ICD Patparganj by CWC officers, within 30 (thirty days) of award of contract, failure to comply this requirement, may lead to penalty as provided in the tender document.
(iv) Tenderer should not have been black listed by CWC, or any Central / State Govt. / PSUs or Local Govt., Deptt/ Autonomous Body. Tenderer should not have been debarred from participation in the tender process. Contract of tenderer should not be terminated before expiry of contract period or Performance Guarantee / Security Deposit/EMD should have been forfeited by CWC, FCI or any other Public Sector/Govt./ Quasi Govt. Organization/ any other client. Tenderer (Sole Proprietor/Partner of firm/ Director of company should not have been convicted by any court of law for three years or more (However, tenderer will be eligible, if acquitted by higher court).	
(v) Tenderer shall also submit required document/ declaration/ undertakings as mentioned at S/No.12 of Note and in the tender document.	
(vi) Net Worth Certificate	Tenderer should have Positive Net worth and shall furnish certificate from the C.A. firm, based upon latest completed (audited) Annual Accounts.

NOTE:**1. INFORMATION FOR ONLINE PARTICIPATION: -**

- A) All the bidders are requested to get themselves registered well in advance and no extra time will be considered for the delay in online vendor registration, if any. In case, bidders wait till the last moment for uploading tenders, and if any technical problem encountered at that time, the bid closing time may elapse. Payments shall be subject to realization/confirmation on the e-tender portal by way of a unique transaction reference number. Bids for which EMD & Tender Processing Fee has not been received shall be rejected and the bidder will be out of race.
- B) If any bidder wishes to participate in the Corporation tenders, bidder has to register their firm in our website www.cwceprocure.com for online e-tendering in consultation with our service provider M/s ITI.
- C) The bidder shall require class III digital signature/digital security certificate for participating in Corporation e-tendering process (for log in, downloading and uploading of bid documents or for submitting the e-bid documents). Digital signature



can be obtained from any of the authorize agency of CCA (Controller of Certifying authorities) for this a separate processing fee would be payable to the authorize agency of CCA. However, if valid, class III digital signature is available with the bidder the same can be used.

- D) The bidder has to register (if not registered earlier) by clicking on the REGISTER ME link on the website www.cwceprocure.com. Central Warehousing Corporation has waived off registration charges of Rs.5000/- with effect from 17.07.2018 for vendors and customers who intend to participate in e-tender & auction portal www.cwceprocure.com.

The detailed procedure for registration is as under:

i) Go to the url: - www.cwceprocure.com

ii) Click on the REGISTER ME link

iii) In the Vendor Registration form, vendor has to fill up the applicant details, digital signature information, correct e-mail address and submit form.

iv)The user-id and password are generated in the form of Acknowledgement.

- E) The person authorized to participate in the bidding on behalf of the bidder i.e. Authorized Signatory can submit the bid under Digital Signature none otherthan the one issued to him. Noncompliance will lead to summarily rejection of the bid.

- F) Enquiries/Clarification, if any may be submitted upto 17:00 hrs on 10.09.2020 to Regional Manager, CWC, RO, Delhi. Clarifications will be published on the CWC website www.cewacor.nic.in.

- G) DOWNLOADING OF TENDER DOCUMENT: -The tender document is available only in electronic format which the tenderers can download free of cost from the above-mentioned websites.

- H)SUBMISSION OF TENDER: -Tenderer shall submit their offer in electronic format on the website www.cwceprocure.com, 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.

- I) Tenders not accompanied with all annexures duly filled in and signed along with scanned copies of supporting documents duly self-attested under valid digital signature shall be liable to be rejected.



- i.** Checklist: A checklist as provided with the Template for Step-1: Pre-qualification (Technical) Bid is also required to be duly filled and uploaded.
 - ii.** Tenderers who wish to participate in e-tender enquiry need fill data in pre-defined forms of Pre-qualification (Technical) Bid, Price/ Commercial Bid in Excel formats only.
 - iii.** After filling data in pre-defined forms, tenderers need to click on final submission link to submit the encrypted bid.
 - iv.** In the event of any document being found fabricated/ forged/ tampered/ altered/ manipulated during verification, the EMD of the tenderer shall be forfeited and he/they himself/ themselves would disqualify for future participation in the tenders of Central Warehousing Corporation for the next 05 (Five) years.
 - v.** In case any of the uploaded documents is not legible then the Corporation reserves the right to call for legible hard copies of the same and/or originals for scrutiny/ verification. In such a case the bidder must furnish the documents called for within the stipulated time either by post/courier or in person.
 - vi.** The Central Warehousing Corporation reserves the right to accept/ reject the tenders without assigning any reason and the decision of the Corporation shall be final and binding on the tenderer.
- J) Tenderer registered under micro and small enterprises (if applicable) -** Micro & Small Enterprises (MSEs) registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should upload/enclose the proof of their being registered with agencies. An attested/ self-certified copy of valid registration certificate, with all the details such as validity and services etc. is to be provided. 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 or any other notification issued thereafter as amended from time to time.
- K)** The Corporation while making technical evaluation reserves the right to satisfy itself by physical verification about the availability of equipments by the tenderer.
- L)** Intending tenderers are advised to visit the site of operation and also to go through the tender documents for acquainting themselves with the nature of work, Infrastructure facility at CFS & nearby area and the terms & conditions. Once the tender is submitted,



the tenderer deemed to have clearly understood of all terms & conditions of tender/contract, nature of work and infrastructure facilities and no claim of any type, regarding location/ infrastructure facilities, nature of operations etc, will be entertained by the Corporation and all terms & conditions of tender/contract will be binding to the Contractor.

- M) Tenderer shall execute Pre-Contract Integrity Pact with the Corporation in the format as given at Annexure-XIII. Non-fulfilment of this requirement shall lead to disqualify the tenderer.
- N) E-Tenders received after 15:00 hours on 18.09.2020 shall not be considered. The Corporation would not entertain any request for admitting tender received late on A/C of delay by congestion in server /website or any other reason. The bidders are advised to submit their bids well in advance to avoid last minute rush on the system. No complaints will be entertained with regards to non-submission of bids online at last minute due to congestion in server system.
- O) The date and time for opening rate quotations will be informed to the technically qualified tenderers individually. If the date up to which tender is open for acceptance happens to be a holiday, the tender shall be deemed to remain open for acceptance till the next following working day. The decision relating to technical qualifications of the parties will rest with the Corporation. The Corporation will be at liberty to accept or reject any of/all the tenders without assigning any reason thereof
- P) If any Tender is withdrawn or modified before, the date up to which the tenders are valid for acceptance, the Earnest Money of the tender shall stand forfeited and the tender shall be summarily rejected.
- Q) Tender form and documents shall be uploaded by the tenderer, under valid digital signature/certificate and there is no need to sign the documents manually as documents uploaded under DSC are deemed to be digitally signed. The tenderer while signing the tender would be deemed to have read and understood all the conditions of the tender which will be binding on him. However, the successful tenderer shall sign each & every page of tender document at the time of execution of Agreement.
- R) No definite volume of work to be performed can be guaranteed during the currency of the contract and the tenderers should note that no claim for compensation arising directly or indirectly shall be entertained by the Corporation in this regard.
- S) Any amendment /corrigendum to the Tender, as and when required, will be uploaded only on the website of the Central Warehousing Corporation, e-Procurement platform and related Government of India e-procurement websites, where this tender is floated and interest vendors should regularly visit these websites for updation. *Only at the time of inviting offers, there will be a paper advertisement in newspapers, as per guidelines in*



force. There will be no further paper advertisement for Corrigendum etc and interested parties have to keep referring to the website for further information. The Central Warehousing Corporation/Tender Inviting Authority shall not be responsible for any claims/issues arising out of this.

T) The tenders are to be submitted in two parts,

Part-I: Technical Bid:

Bidder must upload digitally signed Tender Form and scanned copies of below mentioned documents in support of their eligibility along with the Technical Bid.

NOTE: Rates should NOT BE FILLED in price bid. while uploading Tender Document in Technical Bid. Rates will be filled in separate Excel Sheet only, of price bid.

(A) Mandatory Technical Bid documents:

- (i). (a) Proof of Tender Cost
(b) Proof of EMD
- (ii) MSME Registration document (if applicable) to claim exemption from Tender Cost and EMD, if applicable, - Annexure -I.
- (iii) Copy of Work Experience Certificate(s) showing proven experience in the given format- Annexure -II
- (iv) Self-Certified Copies of (a) audited Balance Sheet (b) Statement of P/L Account of last three FYs.
- (v) The annual gross turnover of the company/firm for the last three years duly certified by a Chartered Accountancy firm. The tenderer should have annual gross turnover of Rs. 2,50,50,000/- (Two Crores Fifty Lakhs Fifty Thousand Only) during each year for the last three years (2017-18, 2018-19 & 2019-20).
- (vi) The Tenderer is required to furnish an Undertaking regarding blacklisting, Conviction and other requirement (Annexure –III)
- (vii) Undertaking of downloading of tender document. (Annexure-IV)
- (viii)
 - (a) Detailed list of equipment, vehicles and machinery owned and on tie-up basis (Annexure- V)
 - (b) Self certified copies of RC Books of equipments, trailer as stated at (a) above
 - (c) Proof of Tie-up arrangement (in respect of Trailers/ equipment to be procured on tie-up basis). (Annexure –VI). -
 - (d) Undertaking to provide required equipment/trailers as per NIT/ Tender requirement (Annexure -VII)
 - (e) “Good Working Certificate “(valid on date of submission of



tender) issued by chartered Engineer/Surveyor agency, in respect of Mobile Crane

The documents mentioned at above serial numbers [(i) to (viii)] are required under minimum eligibility criteria and are compulsory to participate in the tender process, failing which the bid shall be summarily rejected. ***Missing Mandatory Technical Bid documents, required as per the minimum eligibility criteria, shall not be called for and such offers are liable to be rejected. However, CWC may call for the clarification documents in relation to the already submitted mandatory technical bid documents required as per the minimum eligibility criteria.***

(B) Supplementary Technical Bid documents:

(ix) Documents regarding Constitution of the firm:

S/No	Particulars	Documents to be submitted/uploaded
A	If the tenderer is a sole proprietary concern	Affidavit as per Annexure -VIII,
B	In case tenderer Partnership firm	(i) Certified Copy of Partnership deed, (ii) List of partners iii)Copy of registration of Partnership deed.
C	In case tenderer Company	(i) Certified Copy of Certificate of Incorporation, (ii) Memorandum of Association and Articles of Association (iii) List of Directors
D	In case Tenderer LLP	(i) Certified Copy of Registration/ Incorporation Certificate (ii) Copy of Limited Liability Partnership Agreement (iii) Current List of Partners
E	In case Tenderer Cooperative Society	(i)Certified Copy of Registration Certificate (ii) Bye-Laws (of co. operative Society) (iii) Copy of a resolution passed by the Society to participate in the tender enquiry.

(x) POA as per Annexure-IX, in favour of Partner/Authorized person authorizing him to sign the tender document (POA should be Duly Notarized)

(xi) Copy of Net Worth Certificate duly certified by practicing CA based on latest audited Financial Year as per format enclosed (Annexure -X)

(xii) Copy of PAN



- (xiii) Copy of valid GSTN Registration.
- (xiv) Copy of Bank Statements for last six months from banker(s)
- (xv) Undertaking as per Annexure -XI by the person signing the tender and tech.bid documents.
- (xvi) Compliance of Bid requirement (Annexure -XII)
- (xvii) Pre-Contract Integrity Pact- Annexure -XIII.
- (xviii) A Police verification report of the Proprietor(s)/Director(s)/Partner(s) or Owners of the company including firm/company/ consortium / joint venture / sole proprietary firm/partnership firm confirming that no criminal case(s) is/are pending against him/them. or Undertaking specifying that no criminal case is pending against the bidder in form of an affidavit with the technical bid. As per Annexure -XIV.
- (xix) Copy of Registration certificate for EPF, Labour License, The Carriage by Road Act'2007 and Food Safety and Standard Act,2006 OR Undertaking to furnish the same within stipulated time- As per Annexure -XV.
- (xx) Letter of Commitment from Consortium/Joint Venture Partners as per Annexure -XVI-B. It shall be accompanied by a legal document signed by all the parties to the Consortium/Joint Venture confirming therein a clear and definite manner of the prepared administrative arrangements for the management and execution of contract, the delineation of duties, responsibilities and scope of work to be undertaken by each such party and the authorized representative of the Consortium/Joint Venture.
- (xxi) The tender application shall include a copy of the Consortium/Joint Venture agreement which shall inter-alia that all partners shall be liable jointly and severally for the execution of the contract and the lead partner shall be authorised to incur liabilities and receive instructions for and on behalf of any or all partners, and the entire execution of the contract including payments shall be done exclusively with the lead partner.
- (xxii) (a) Profile/write up duly signed from the tenderer outlining the detail of its organization (Annexure-XVII)
(b) Organizational structure for handling and transport work at the ICD.
- (xxiii) Scanned Photo of tenderer



(xxiv) Checklist of document uploaded- (Annexure -XVIII)

At the stage of clarification, CWC may ask for any missing **supplementary technical bid documents** mentioned above at serial numbers [(ix) to (xxiv)] required for finalization of the tender. Non submission of these documents will tantamount to wilful withdrawal from the bid offer by the tenderer and action as deemed fit by the corporation shall be taken against such erring bidders, besides forfeiting of EMD.

Note:

Tenderer should upload digitally signed, scanned copies of all the required documents. Further, all the supporting documents should also be duly self-attested by the tenderer before uploading along with the technical bid.

Part-II Price bid (Fill the Rates in the appropriate Cells ONLY in the excel format provided)

- U. With respect to qualifying criteria, if any information/document is not submitted or partly submitted or wrong document is submitted or the document submitted does not explain fully the tender requirements, same can be sought by the Corporation from the tenderer.
- V. The successful tenderer should be ready to commence the work within 15 (FIFTEEN) days from the Acceptance of Tender or such later date as may be decided by the Regional Manager, Central Warehousing Corporation, Regional Office, Delhi.

FOR any clarification regarding online participation, contact: -

M/s Indian Telephonic Industries Limited,

C-62, 2nd Floor, Preet Vihar,

Opp. To Metro pillar 79, New Delhi-110092

May call following help line numbers at 011-49424365/0-879975311,8800115946

**REGIONAL MANAGER
CENTRAL WAREHOUSING CORPORATION
REGIONAL OFFICE, DELHI-110092
Fax No.: 91-11-22444375
Phone : 91-11-22444334, 91-11-22041294
E-mail: rmdli@cewacor.nic.in**



FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the tenderer, along with the tender for Technical qualification)

Date:

Place:

**The Regional Manager
Central Warehousing Corporation
Regional office
Scope Minar, Core-3, 1st Floor,
Laxmi Nagar Distt. Centre
Delhi-110092**

Dear Sir,

Sub: Tender for appointment of contractor for Handling & Transportation of ISO containers and allied services at Inland Container Depot (ICD), Patparganj. – reg.

Please find enclosed herewith our Proposal in respect of the above cited tender, in response to the tender document downloaded by us on _____

We hereby confirm the following:

1. The proposal is being submitted by us in accordance with the conditions stipulated in the tender. The proposal is a firm and irrevocable offer, and shall remain valid and open for a period of 90 (ninety) days from the last date of submission of the proposal as laid down in this tender document, with provision of extension of thirty days at the sole discretion of Regional Manager, CWC Delhi.
2. We have examined in detail and have understood the terms and conditions stipulated in the tender document issued by CWC and in any subsequent communication sent by CWC. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the tender or in any of the subsequent communications from CWC.
3. **(Required only in case of a Bidding Consortium).** Our proposal includes a Memorandum of Understanding as required in **Annexure-XVI-A**, Letters of Commitment, consistent with the format as specified in the **Annexure-XVI-B** of tender, from all the Member Entities.



4. The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the tender, and is true and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. The tenderer satisfies the legal requirements and meets all the eligibility criteria laid down in the tender.
6. We as the tenderer, designate Mr./Ms. _____ (mention name, designation, contact address, phone no. fax no. etc.), as our representative who is authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into commitments etc. on behalf of the tenderer in respect of the work as specified in the tender.
7. Proof of payment of Rs.5900/- (Rs. Five thousand nine hundred only.) towards tender fee through E-Payment is submitted along with the proposal.
8. Proof of payment of Rs. 16,70,000/- (Rupees Sixteen lakh Seventy Thousand only.) towards EMD through E-Payment is submitted along with the proposal.
9. Proof of payment of Rs.885/- (Rs. Eight Hundred Eighty-Five only.) towards processing fee through E-Payment is submitted along with the proposal.

10. For and on behalf of:

Signature/(s) :

Name of the Person/(s):
(Authorized Signatory/Signatories)

Designation/(s):



INVITATION OF TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF REGULAR HANDLING & TRANSPORT CONTRACTOR FOR HANDLING CONTAINERS AND CARGO AS WELL AS TRANSPORTATION OF LOADED/EMPTY ISO CONTAINERS AND OTHER ALLIED OPERATIONS AT ICD-PATPARGANJ.

- a. Last date for downloading tender form up to 15:00 hrs on 17.09.2020.
- b. Last date for submission of online tender up to 15:00 hrs. On 18.09.2020.
- c. Last date and time for seeking enquiries/clarification upto 1700 hrs. On 10.09.2020 at RO, Delhi.
- d. Last date and time for giving clarification by CWC upto 1700 hrs. on 14.09.2020.
- e. Last date for e-payment towards Cost of tender form/Processing fee & EMD is up to 15:00 hrs. on 18.09.2020.
- f. Technical Bid to be opened at RO, Delhi at 15:30 hrs. on 18.09.2020.
- g. Opening of financial bid of the technically qualified tenderers (to be intimated later on)
- h. Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).The Regional Manager, CWC, Delhi may at his discretion, extend this day by 30 (thirty) days and such extension shall be binding on the tenders.

NOTE: If the day fixed for opening of tender is subsequently declared a holiday, the tenders will be opened on the next working day following the Holiday but there will be no change in the time for opening indicated above.

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation), Regional Manager, Central Warehousing Corporation, Regional Office, Delhi invites tenders for undertaking Handling & Transportation work as detailed in the terms and conditions of the contract at the Inland Container Depot (ICD), Patparganj, or any point in Delhi.

1. PLACE OF OPERATION:

The Inland Container Depot (ICD) will function at Patparganj in the area especially earmarked for the purpose, comprising covered and open space and place of operation will include the ICD complex and any extension thereof and the premises of ICD, Tughlakabad and Tughlakabad Railway Siding, New Delhi/ICD Loni and Loni Rail Siding, Ghaziabad (UP) / any other Rail Siding in Delhi /NCR within 100 km and the extension in the premises or elsewhere, under administrative control of concerned authorities.

At the ICD both stuffing and destuffing of import and export cargo will be undertaken in ISO containers. ICD complex at Patparganj is located about 25 KMs from both ICD-



Tughlakabad/ Tughlakabad Railway Siding and ICD Loni/Loni Rail Siding. The Handling & Transport Contractor may be required to undertake the works of other ICDs/Bonded Warehouses of CWC located in the NCT of Delhi or nearby DMA (Delhi Metropolitan Agglomeration) towns within a radius of 30 KMs from ICD-Patparganj or TKD or Loni.

2. BRIEF DESCRIPTION OF WORK:

The Inland Container Depot at Patparganj, Delhi or any other CFS/Warehouse within a radius of 100 KMs as under Para-1 above will be fed by the containers from ICD-Tughlakabad / Tughlakabad Railway Siding, New Delhi and ICD-Loni / Loni Railway siding or vice-versa. In the case of export cargo, work would involve receipt of empty containers transported to ICD- Patparganj from Container storage yard by road. The empty container so brought to ICD-Patparganj will either have to be grounded or presented for stuffing. The export cargo received from various destinations will have to be unloaded from the trucks at the ICD and either stacked into the export Warehouse for stuffing after examination or will have to be stuffed into the containers after custom examination, weighment wherever necessary and repacking, after clearance from the customs; transportation of the loaded container to ICD-Tughlakabad/ Tughlakabad Rail Siding, New Delhi or ICD Loni/Loni Rail Siding; its handing over to the authorities to their full satisfaction or loading of such stuffed containers on vehicles provided for long haul transportation to gateway ports.

In the case of import cargo the work will involve receipt of loaded containers from ICD-Tughlakabad /Tughlakabad Rail Siding, New Delhi or ICD Loni/Loni Rail Siding and its transportation by road to ICD-Patparganj, except of loaded containers ex-gateway ports, destuffing of the container in the import warehouse and stacking of cargo, presenting the cargo for custom clearance, repacking and weighment where necessary, loading of the cleared cargo into the trucks of the parties etc.

The tenderers in their own interest must get themselves fully acquainted with the area of operations, distance etc. and nature of work involved before submission of tenders.

Incomplete and conditional tenders are liable to be rejected.

Estimated annual value of the contract is Rs.8.35 crore approx.

3. VOLUME OF WORK:

- i) **No definite volume of work to be performed can be guaranteed during the currency of the contract. However, the average annual container throughput (Loaded + Empty both) during preceding three FYs (2017-18, 2018-19, 2019-20), under existing contract period**



at ICD Patparganj, is 28750 TEUs. But this is only for information purpose and cannot be referred by tenderer/contractor for any references.

- ii) The volume of the traffic is likely to fluctuate (increase or decrease) and the tenderer should note that no claim for compensation arising directly or indirectly out of such fluctuation in the volume of traffic to be handled during the currency of the contract shall be entertained.
 - iii) No assurance is also given about any item of work at any time during the currency of contract.
 - iv) It be clearly understood that no guarantee is given that all the items of work as shown in the schedule of operations will be required to be performed by the contractor.
 - v) The mere mention of any item of work in the contract does not by itself confer a right on the contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them. The Corporation will also have the **exclusive right to appoint one or more contractor for any or all the services mentioned here under** or to divide the work in between such contractors in any manner that the Corporation may decide and no claims shall lie against the Corporation by reason of such division of work.
 - vi) The description of service as given in the terms and condition are only guidelines. The nature of work will be subject to variations/adjustments depending upon the actual requirement. Any variation, addition and/or omissions in the items of work to be actually carried out shall not form the basis of any dispute regarding the rates quoted by the tenderer in the tender and shall not give rise to any claim or compensation of any increase or decrease in the extent of the quantity offered.
4. The Contract which may eventuate from this tender shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the tenderers and as given in the annexures forming part of this tender and these documents will be sole repository of the terms and conditions of the contract.
5. The instructions to be followed for submitting the tender are set out below:
- a) **SIGNING OF TENDERS:**
- i) Person or persons signing the tender shall state in what capacity he or they are signing the tender i.e. as a sole proprietor of a firm or as a Secretary/Manager/Director etc. of a body Corporate. In the case of partnership firm, the name of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted



attorney, having authority to bind all the partners in all matters, pertaining to this contract, including the Arbitration Clause

- ii) . The original or an attested copy of the partnership deed shall be furnished alongwith the tender. In case of a Limited Company (i) the name of the Directors shall be mentioned and (ii) it shall be certified that the person signing the tender is empowered to do so on behalf of the company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender. In the case of Hindu Undivided Family, the names of the family members should be disclosed and the Karta, who can bind the family, should sign the form and indicate his status below his signature.
- ii) The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract including the arbitration clause. If the person so signing the tender, fails to produce the said power of attorney, his tender shall be liable to summarily rejection without prejudice to any other rights of the Corporation under the law. The **`Power of Attorney`** should be signed by the all partners in the case of partnership concern, by the proprietor in the case of proprietary concern and by the person who by his signature can bind the company in the case of a Limited Company or a Cooperative Society. In the case of Hindu Undivided Family, the **`Power of Attorney`** should be signed by the Karta who, by his signature, can bind the Hindu Undivided Family.

6. FEES AND DEPOSITS TO BE PAID BY THE TENDERERS:

A) Tender fee (non-refundable and non-adjustable):

Rs.5900/- (Rupees Five Thousand Nine Hundred only) inclusive of all the taxes/ GST (18%) to be paid through e-payment gateway to Central Warehousing Corporation, Regional office upto 1500 Hrs. of 18.09.2020 as per details given below under EMD column.

B) Processing fee (non-refundable and non-adjustable):

Tender processing fee payable to M/s ITI_ for an amount of Rs. 885/-(Rupees Eight Hundred Eighty-Five only) inclusive GST @ 18% is to be paid online through e-payment gateway of M/s ITI only before the date and time set for closing. Those bidders who failed to submit the tender processing fee online to M/s ITI, their bid would not to be made available by the system and shall not be considered during the opening of the tender.

C) Earnest Money Deposit (EMD):



The EMD an amount of **Rs. 16,70,000/-** (Rupees Sixteen lakh Seventy Thousand only.) shall be paid in Indian Rupees only to CWC by the bidder. The payment should be deposited through e-payment gateway of M/s ITI only.

No proposal shall be considered which is not accompanied by the required Tender Fee, Processing Fee and Earnest Money Deposit.

The Earnest Money shall be liable to be forfeited if the tenderer, after submitting his tender, resile from or modifies his offer and or the terms & conditions thereof in any manner before its acceptance, it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money is also liable to be forfeited in the event of the tenderer's failure, after the acceptance of their tender, to furnish the requisite Security Deposit by the due date without prejudice to any other rights and remedies of the Corporation under the contract and law. The earnest money will be returned to all unsuccessful tenderers immediately after decision on tenders and award of contract to successful tenderer.

The EMD is liable to be forfeited in below conditions:

1. If any Tender is withdrawn or modified before, the date up to which the tenders are valid for acceptance, the Earnest Money of the tender shall stand forfeited.
2. If the tenderer withdraws his offer during the evaluation process.
3. If bidder fails to submit the supplementary technical bid documents, when asked for during clarification or at any stage thereafter.
4. If after award of contract the successful tenderer fails to submit the Security Deposit (SD) in prescribed format within stipulated time.
5. Submission of false, dubious, forged or tampered documents by the tenderers.

The above conditions are not exhaustive and corporation may forfeit the EMD and take other action as deemed fit if suitable grounds are there.

NO INTEREST SHALL BE PAYABLE ON THE AMOUNT OF EARNEST MONEY IN ANY CASE.

7. SECURITY DEPOSIT:

- a) The successful tenderer shall furnish, within Fifteen days* of acceptance of his tender, security deposit of **Rs. 41,75,000/- (Rupees Forty One Lakh Seventy Five Thousand only)** (i.e. **5% of advertised estimated annual tender value**) failing which the contract shall liable to be terminated at his risks and cost and also subject to such other remedies as may be available to the Corporation under the terms of the contract. The contractor at his option may deposit 50% of the prescribed security deposit at the time of award of the



contract in the form of Bank Guarantee and the balance 50% may be paid by deductions from his admitted running bills **at the rate of five percent (05%)**.

The Earnest Money Deposit of the successful tenderer can be adjusted against the security deposit.

**After awarding of the contract the contractor has to furnish the Security Deposit within the stipulated time limit of fifteen days. The extension in the time limit not more than 15(fifteen) days can be granted by the Regional Manager subject to levy of penalty on the amount of Security Deposit @ 1% for 15 days or part thereof. The contract will be terminated, in case the contractor failed to submit the SD within the stipulated time of 30 days (including extension period of 15 days). The EMD will be forfeited and the contractor will be debarred from future participation in any tender of CWC for the period of 05 years.*

- b) The security deposit shall be in favor of the **“Regional Manager, Central Warehousing Corporation, Regional Office, New Delhi”** in the form of Bank Guarantee issued by any nationalized / scheduled bank payable at Delhi/New Delhi. The contractor will have the option, to furnish the Security Deposit by furnishing a bank guarantee for the total amount of the Security Deposit if he doesn't want the amount to be deducted from his running bills towards 50% of the security as provided above. The bank guarantee shall be valid not only for the entire period of contract but also for a minimum period of one year after the completion / termination of the contract or till the settlement of any dispute under arbitration / court, if any, of the contract to satisfy the claims of the Corporation against the contractor, if any, for the contract to which the guarantee relates and in the format at **Appendix III** issued by any branch of the nationalized/scheduled bank situated at Delhi.
- (c) It is also made clear that no interest is payable on the amount of security deposit or any other amount withheld for any reason lying with CWC in any form under the contract.
- (d) 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 will be required to be furnished.
- (e) In the event of security deposit is found insufficient or if the same has been wholly forfeited, the balance of total sum recoverable as the case may be shall be deducted from any sums 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, contractor shall pay to the Corporation on demand the remaining balance due.



- (f) Whenever, the security deposit falls short of the specific amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

8.

A. **ELIGIBILITY CRITERIA**

(a) **Composition of Tenderer:**

- (i) The tenderer may participate in the tender as Sole Proprietor/partnership firm / Cooperative Society /Karta of a Hindu Undivided Family/ LLP / Company. Tenderer must submit the copy of Partnership Deed in case tenderer is a Partnership Firm and Certificate of incorporation, Memorandum of Association and Article of Association in case tenderer is a Company. The Certificate of Registration is to be submitted wherever applicable i.e. in case of a Cooperative Society / LLP.
- (ii) The Person signing the tender and other required documents forming part of the tender on behalf of a partnership firm or a company or LLP or a co-operative society or an HUF or company, shall submit with the tender the certified copy of authorization letter / Board Resolution/ General Power of Attorney as applicable. The original copy of the authority letter / Board Resolution / Power of Attorney as the case may be shall be produced by the successful bidder at the time of award of work duly stating that he had authority to bind such other person or Firm or Co-operative Society or HUF or LLP or Company, as the case may be in all matters pertaining to the tender / contract.

(b) **Work Experience and Experience Certificate:**

- (i) The tenderer should have minimum three years (03) proven experience out of preceding five years(05), from the date of issue of NIT, as H&T contractor/ Shipping Agent/Shipping Company/Shipping Line/Customs Broker/Consolidator/NVOCC Operator/3PL Service Provider/ Container Terminal Operator/ CFS Operator/ ICD Operator/ Transporter/ Logistics Service Provider for Handling & Transportation of containers / containerized cargo, providing labour, equipments such as Tractor-Trailors, Reach Stackers, Forklifts, Crane, CBT etc., in a Container Freight Station / Inland Container Depot of a Govt. Dept / PSU / Public Limited Company dealing with similar type of work.

The tenderer should have experience of Handling and / or Transportation of minimum number of 2875 TEUs during any of the three financial years (each), out of the preceding five financial years. The tenderer should have direct experience i.e. he himself should have undertaken the work of Handling and / or Transportation of containers and not through any other contractor. **The experience submitted as sub-contractor shall not be accepted.**

In case of Consortium / Jt. Venture the experience of container handling and transportation as mentioned above shall be determined by adding together the experience of all partners of



consortium / Jt. Venture. However, as a qualifying criterion, the lead partner must have at least 60% of minimum experience required.

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

Proforma of Experience Certificate:

“This is to certify that M/s _____ have worked as our Handling and / or Transport contractor for the work of handling and / or transportation of ISO / DSO containers and their performance was found satisfactory. The details of containers handled / transported by them during the previous _____ years have been as under: -

Sl.No.	Year	No. of containers (TEUs)		Place of work	Value of work done (Rs.)
		Handled	Transported		
1.					
2.					
3.					
4.					
5.					

Signature

Date:

Name & Designation of signing authority

Seal of the Company / Organization

- (c) **Financial Criteria:**

- (i) **Turnover:** The tenderer should have achieved the minimum average annual turnover of **Rs. 2,50,50,000/- (Rupees Two Crore Fifty lakh Fifty Thousand only)** (in the same name for which he is submitting the offer) during the three preceding financial years. The average minimum annual turnover of preceding three financial years should not be less than 30% of the estimated annual value of the Contract.

The tenderer is required to enclose the audited Balance Sheet and Statement of Profit & Loss for the preceding three financial years with the tender. In case Balance Sheet and Statement of Profit & Loss for the immediately preceding financial year have not been prepared/ audited, the accounts for the year previous to preceding three financial years can be submitted. Where the tenderer is not under statutory obligation to get his Accounts audited,



he can submit a Certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit After Tax for preceding three financial years

(ii) **GSTN Registration:**

Tenderer must have valid GSTN registration certificate from the appropriate authority.

(d). **Equipments, Trailers:**

Tenderer must be in position to deploy required equipment and trailers as stated in NIT and mentioned hereunder:

- (i) Details of equipment, vehicles and machinery in good working condition, owned or procured which shall be made available under the contract such as (1) Two reach stackers capable for handling both 20' & 40' loaded containers which can either be owned or hired or leased. (2) Two 10 MT forklifts for handling of empty containers, (3) Fifteen low mast forklifts of 3 MT capacity (battery operated or diesel operated with an exhaust purifier, (4) One Heavy duty mobile cranes of 30-40 MT capacity. (5) One Hydra Crane of 12 MT or less capacity (6) Fifteen Tractor Trailers for transporting containers (7) spreaders (8) other appropriate equipments including attachments for forklifts for handling various diversified type of packages. **The source of availability with the documentary proof such as manufacturing year, registration of equipment/vehicles and ownership title etc. must be furnished while submitting the tender. Wherever, these equipments are procured under a firm tie-up with third party, proof of such tie-up with regard to firm supply of the equipments must also be furnished. The aforesaid equipments if leased the tenderer must produce necessary proof of documents.**
- (ii) The tenderers must also furnish manufacturing date-wise summary of the equipments/vehicles and machinery owned and possess on the submission of tender to have a glance of equipments/vehicles etc. available with them as per the requirements under **Clause-XXII (2).**

NOTE: Bidders who do not own the equipment/s and vehicles of required model as specified in the tender document at the time of bidding but are in ownership of required number of equipment and vehicles to fulfill the minimum eligibility criteria can also participate in the bidding provided they give an undertaking to the effect that in case they are declared successful and the contract is awarded to them, they bind themselves to purchase have the ownership in their name and deploy the equipment and vehicles within 120 days of issue of LOI to fulfill the minimum ownership criteria as laid down in the tender document. This clause is applicable only for the owned equipment and not for the leased or hired.



Corporation while making technical evaluation, reserves the right to satisfy itself about the availability of the above equipment/ Vehicles with proper documents & physical verification.

- (e) The tenderer in case of partnership firm, any of its partner/ company/ consortium / sole proprietary firm:
- i) Should not have been black listed by CWC, FCI or any Central /State Govt./ PSUs or Local Govt., Deptt/ Autonomous Body as on the date of issue of this NIT and should not have been debarred from participation in the tender process.
 - ii) Should not have a Contract terminated before expiry of contract period or Performance Bank Guarantee/Security Deposit/EMD forfeited by CWC, FCI or any other Public Sector/Govt./Quasi Govt. Organization/any other client.
 - iii) It shall be declared by 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.

B. QUALIFYING CRITERIA- DOCUMENTS TO BE UPLOADED ALONG WITH TECHNICAL BID:

The tenders are to be submitted in two parts,

Part-I: Technical Bid:

Bidder must upload digitally signed Tender Form and scanned copies of below mentioned documents in support of their eligibility along with the Technical Bid.

NOTE: Rates should NOT BE FILLED in price bid. while uploading Tender Document in Technical Bid. Rates will be filled in separate Excel Sheet only, of price bid.

(A) Mandatory Technical Bid documents:

- (i). (a) Proof of Tender Cost
(b) Proof of EMD
- (ii) MSME Registration document (if applicable), to claim exemption from Tender Cost and EMD, if applicable, - Annexure -I.
- (iii) Copy of Work Experience Certificate(s) showing proven experience in the given format- Annexure -II)
- (iv) Self-Certified Copies of (a) audited Balance Sheet (b) Statement of P/L Account of last three FYs.



- (v) The annual gross turnover of the company/firm for the last three years duly certified by a Chartered Accountancy firm. The tenderer should have the minimum average annual turnover of **Rs. 2,50,50,000/-** during the preceding three financial years.
- (vi) The Tenderer is required to furnish an Undertaking regarding blacklisting, Conviction and other requirement (Annexure –III)
- (vii) Undertaking of downloading of tender document- Annexure-IV)
- (viii) (a) Detailed list of equipment, vehicles and machinery owned and on tie-up basis (Annexure- V)
(b) Self certified copies of RC Books of equipments, trailer as stated at (a) above
(c) Proof of Tie-up arrangement (in respect of Trailers/ equipment to be procured on tie-up basis). (Annexure –VI). -
(d) Undertaking to provide required equipment/trailers as per NIT/ Tender requirement (Annexure -VII)
(e) “Good Working Certificate “(valid on date of submission of tender) issued by chartered Engineer/Surveyor agency, in respect of Mobile Crane

*The documents mentioned at above serial numbers [(i) to (vii)] are required under minimum eligibility criteria and are compulsory to participate in the tender process, failing which the bid shall be summarily rejected. **Missing Mandatory Technical Bid documents, required as per the minimum eligibility criteria, shall not be called for and such offers are liable to be rejected. However, CWC may call for the clarification documents in relation to the already submitted mandatory technical bid documents required as per the minimum eligibility criteria.***

(B) Supplementary Technical Bid documents:

- (ix) Documents regarding Constitution of the firm:

S/No	Particulars	Documents to be submitted/uploaded
A	If the tenderer is a sole proprietary concern	Affidavit as per Annexure -VIII,
B	In case tenderer is a Partnership firm	a) Certified Copy of Partnership deed, b) List of partners c) Copy of registration of Partnership deed.
C	In case tenderer is a Company	i) Certified Copy of Certificate of Incorporation, j) Memorandum of Association and Articles of Association k) List of Directors



D	In case Tenderer is a LLP	a) Certified Copy of Registration/ Incorporation Certificate b) Copy of Limited Liability Partnership Agreement c) Current List of Partners
E	In case Tenderer is a Cooperative Society	(i) Certified Copy of Registration Certificate (ii) Bye-Laws (of co. operative Society) (iii) Copy of a resolution passed by the Society to participate in the tender enquiry.

- (x) POA as per Annexure-IX, in favour of Partner/Authorized person authorizing him to sign the tender document (POA should be Duly Notarized)
- (xi) Copy of Net Worth Certificate duly certified by practicing CA based on latest audited Financial year as per format enclosed with the tender document (Annexure -X)
- (xii) Copy of PAN
- (xiii) Copy of valid GSTN Registration.
- (xiv) Copy of Bank Statements for last six months from banker(s)
- (xv) Undertaking as per Annexure -XI by the person signing the tender and tech.bid documents.
- (xvi) Compliance of Bid requirement (Annexure -XII)
- (xvii) Pre-Contract Integrity Pact- Annexure -XIII.
- (xviii). A Police verification report of the Proprietor(s)/Director(s)/Partner(s) or Owners of the company including firm/company/ consortium / joint venture / sole proprietary firm/partnership firm confirming that no criminal case(s) is/are pending against him/them. or Undertaking specifying that no criminal case is pending against the bidder in form of an affidavit with the technical bid. As per Annexure -XIV.
- (xix) Copy of Registration certificate for EPF, Labour License, The Carriage by Road Act'2007 and Food Safety and Standard Act,2006 OR Undertaking to furnish the same within stipulated time- As per Annexure -XV.
- (xx) Letter of Commitment from Consortium/Joint Venture Partners as per Annexure –XVI-



B. It shall be accompanied by a legal document signed by all the parties to the Consortium/Joint Venture confirming therein a clear and definite manner of the prepared administrative arrangements for the management and execution of contract, the delineation of duties, responsibilities and scope of work to be undertaken by each such party and the authorized representative of the Consortium/Joint Venture.

- (xxi) The tender application shall include a copy of the Consortium/Joint Venture agreement which shall inter-alia that all partners shall be liable jointly and severally for the execution of the contract and the lead partner shall be authorised to incur liabilities and receive instructions for and on behalf of any or all partners, and the entire execution of the contract including payments shall be done exclusively with the lead partner.
- (xxii). (a) Profile/write up duly signed from the tenderer outlining the detail of its organization (Annexure-XVII)
(b) Organizational structure for handling and transport work at the ICD.
- (xxiii) Scanned Photo of tenderer
- (xxiv) Checklist of document uploaded- (Annexure -XVIII)

At the stage of clarification, CWC may ask for any missing **supplementary technical bid documents** mentioned above at serial numbers [(ix) to (xxiv)] required for finalization of the tender. Non submission of these documents will tantamount to wilful withdrawal from the bid offer by the tenderer and action as deemed fit by the corporation shall be taken against such erring bidders, besides forfeiting of EMD.

Note:

Tenderer should upload digitally signed, scanned copies of all the required documents. Further, all the supporting documents should also be duly self-attested by the tenderer before uploading along with the technical bid.

Part-II Price **bid (Fill the Rates in the appropriate Cells ONLY in the excel format provided)**

9. SUBMISSION OF TENDER: -

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



- (b) The Bid document and Annexure/Credentials shall be uploaded by authorized signatory, with his digital signature on behalf of the bidder.:
- (i) Sole Proprietor, if tenderer is Sole Proprietary Firm
 - (ii) A partner holding the Power of Attorney for the firm for signing the Bid/proposal, if tenderer is Partnership Firm
 - (iii) The Person authorized through Board resolution/ holding the Power of Attorney to sign the tender as authorized signatory, if tenderer is a company/LLP/Consortium

The Bid document uploaded through digital signature other than authorized person shall summarily be rejected

- (c) Tenders received after **15:00 hours on 18.09.2020** shall not be considered. The Corporation would not entertain any request for admitting tender received late on A/C of delay by congestion in server /website or any other reason. The bidders are advised to submit their bids well in advance to avoid last minute rush on the system. No complaints will be entertained with regards to non-submission of bids online at last minute due to congestion in server system.
- (d) Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the Bid document with full understanding of its implications. Tenders not complying with all the given clauses in this Bid document are liable to be rejected. Failure to furnish all information required in the Bid Document or submission of a Bid not substantially responsive to the Bid document in all respects will be at the Bidder's risk and may result in the rejection of the tender.
- (e) It should be clearly understood by the Tenderer[s] that no opportunity shall be given to him / them to modify or withdraw his / their offer after the date and time stipulated for submission of tender. In case of any modification or withdrawal of the offer by any bidder after the date and time stipulated for submission of tender, the EMD submitted with tender shall be forfeited.
- (f) **Tenders not accompanied with required Annexures duly signed by the authorized signatory along with scanned copies of supporting documents duly self-attested by the tenderer shall be liable to be rejected.**
- (g) GUIDELINES FOR SUBMISSION OF TENDER BY A CONSORTIUM/JOINT VENTURE: -
1. The tender shall be submitted with a copy of the Consortium/Joint Venture Agreement entered into between the member companies. The Agreement for the Consortium/Joint Venture between the partners shall be self-attested/ registered as per Law of the Union of



India.

2. In the absence of such document, the tender would be considered and evaluated as one from an individual company alone, submitting the tender.
3. Any change in the composition of the Consortium/Joint Venture of the proposed role definition of member companies after submission of the tender would be recognized and permitted by CWC only if such change is in the opinion and discretion of CWC not prejudicial to the strengths of the Consortium/Joint Venture as were evaluated earlier.
4. CWC reserves the right to reject any tender pursuant to a change in the composition of the bidding Consortium/Joint Venture without prescribing reason whatsoever
5. The tenderers must quote the rates both in figure and words for all the items listed in Appendix-I.
6. The tender form shall be filled in by the tenderer neatly and accurately. Any erasure, interpolation or overwriting will render the tender invalid. However, alteration neatly carried out and duly attested over the full signature of the tenderer is permitted.
7. The decision relating to technical qualifications of the parties will rest with the Corporation and would not be called in to question.

(h) Pre-bid meeting: - A pre bid meeting shall be conducted before submission of tender documents for clarifying issues and clearing doubts, if any, the date, time & place of pre- bid shall be indicated in the bidding document. This date shall be sufficiently ahead of bid opening date. The record of such meeting shall be exhibited on the website.

10. OPENING OF TENDERS: - The online tenders (technical bid) shall be opened on the date 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.

The online technical bid shall be opened only, on the due date and time specified. The price bid of only such tenderers, whose technical bid is found to be qualified, shall be opened. The time and date of opening of price bid shall be fixed and intimated to qualified parties only.

11. TECHNICAL BID PROCESSING:

Evaluation of the tenders submitted by the interested parties in response to the e-tender notice will be done as specified below:

**11.1 Preliminary scrutiny of Technical bid:**

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

- a. 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).
- b. The bid is not legible;
- c. Required EMD and cost of tender has not been received;
- d. 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.
- e. The bidder has not quoted for all the items, as specified in Price Bid.
- f. 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.
- g. 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.

11.2. 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) With respect to qualifying criteria, if any information/document is not submitted or partly submitted or wrong document is submitted or the document submitted does not explain fully the tender requirements, same can be sought by the Corporation from the tenderer. Corporation, if necessary, can ask the tenderer for any specific clarification relating to qualifying document / condition or can seek missing documents(s) within the specified time of 10 to 15 days. For this purpose, the procedure stated below in Para No.11.3 is to be followed and the specified clarification and missing document is required to be uploaded on the same portal as per the procedure prescribed therein.
- (c) Corporation can waive any minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.



- (d) The tenderer has the option either to respond or not to respond to these queries.
- (e) The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.
- (f) If the tenderer fails to respond, within the stipulated time period or the clarification(s)/ document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- (g) All the responses to the clarifications will be part of the Proposal of the respective tenderer and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement.
- (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.

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

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

The clarification/documents can be sought/ confirmed by the Corporation directly from issuing authorities.

At the stage of clarification, CWC may ask for any missing **supplementary technical bid documents** mentioned above at serial numbers [(ix) to (xxiv)] required for finalization of the tender. Non submission of these documents will tantamount to wilful withdrawal from the bid offer by the tenderer and action as deemed fit by the corporation shall be taken against such erring bidders, besides forfeiting of EMD.

**11.4. Disqualification Conditions:**

- (i) Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or a period of 5 years from date of blacklisting/debarment, whichever is earlier.
- (ii) Any tenderer whose contract with the CWC, FCI or any department of central or State Government or any other Public Sector Undertaking has been terminated before the expiry of contract period at any point of time during last 5 years will be ineligible.
- (ii) Tender whose Security Deposit has been forfeited by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking, on serious /grave ground i.e. submission of false / forged / tempered / fabricated / manipulated documents / information at any occasion during last five years will be ineligible.
- (iv) 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.
- (v) 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.
- (vi) Submission of false, dubious, forged or tampered documents by the tenderers shall lead to the disqualification of the tender & action as deemed fit (Including forfeiture of EMD) by the corporation shall be taken against such erring tenderer.
- (vii) Any other non-compliance under NIT/Tender requirements.

12. EVALUATION/ SELECTION PROCESS:

The tenders received would be subject to a two-step evaluation procedure as described below:

Step-1: Evaluation of the Technical Bid:

Information for Technical Qualification (based on the eligibility criteria). In the first step, CWC will evaluate the information submitted by the tenderer in Step-1, as mentioned at point-11, to select the tenderers who shall be technically qualified for the subsequent step. Conditional tenders / offers shall be liable for rejection.

Step 2: Evaluation of Price Bid

Price Bids in respect of the tenderers declared as technically qualified in **Step-1** evaluation, will be opened. The rates quoted by the tenderers will be multiplied by the quantum of work carried out (during the period **April 2019 to March 2020**) for which the rate has been quoted (**Appendix-I**). In case of the items where there has been no transactions **100 units against**



those operations will be taken into consideration for the purpose of evaluation of the price bids. The total amount thus worked out for all the operations will be categorized as L1, L2 and so on starting from the lowest one and accordingly the tenderers will be ranked. The details of volume handled during **April 2019 to March 2020** operation wise is enclosed as Annexure-XIX for information of the tenderers. The modalities for evaluation will be as under:

Tenderers are required to quote rates for all items of work described in the Appendix-I/SOR. In case the rates for all items of work mentioned in Appendix-I/SOR are not quoted or In case the bidder has not quoted rates written nil or dash or zero or left blank for a particular activity in the SOR, it will be treated that the bidder is agreeing to carry out that activity free of cost and the same has been considered and the costing has been taken care of in other items of SOR and his bid will be evaluated accordingly. In all such cases the successful bidder will have to abide by the decision of CWC, and carryout that particular activity at ZERO rate. No clarification on the same shall be sought and CWC, reserves the right of interpretation of the same to its advantage.

If there is variation between the rates quoted in the figures and in words, only the lower of the two rates quoted either in figures or in words, shall be construed as correct and valid.

13. CORRUPT PRACTICES:

Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or employee of the Corporation shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing on the part or on behalf of the tenderer will also make the tender liable to rejection.

14. The Corporation reserves the right to ignore the tenderer who is in the same line of business i.e. competing with the Corporation.

15. ACCEPTANCE OF TENDER:

The Regional Manager, CWC, RO, Delhi for and on behalf of the Corporation, reserves the right to reject any or all the tenders, without assigning any reasons thereof and does not bind himself to accept the lowest or any other tender.

When a tender is accepted, the successful tenderer will be advised of the acceptance of his tender by a letter or FAX or E-mail, as formal "**Acceptance of Tender**". Where acceptance is communicated by telegram/ fax/E-mail, the formal acceptance of tender will be forwarded to the tenderer, as soon as possible, but the telegram/fax/ E-mail must be acted upon immediately.

16. EXECUTION OF AGREEMENT:



The successful tenderer shall execute an agreement (in the form annexed at **Appendix-II**) and take up the work within 30(thirty) days from the acceptance by Central Warehousing Corporation. In the event of failure of successful tenderer to execute the agreement within aforesaid period the contract is liable to be rescinded at the risk and cost of the tenderer and the earnest money forfeited.

17. The Corporation reserves the right to call all the tenderers or any of them for seeking clarification if required by the Regional Manager, CWC, RO, Delhi at their expenses. However, the L1 tenderer only can be called for negotiations of rates, if required, at their expenses.
18. Further, the Corporation reserves the right to award the work for all items of schedule of operation or anyone/few of them by dropping the rest of items of schedule of operation for which rates are called for herein. The decision of RM, CWC, RO, Delhi shall be final and binding on the tenderer.
19. CWC and the Handling & Transportation Contractor (HTC) shall have to follow the provisions of Customs Act, 1962 and the “Handling of Cargo in Customs Areas Regulations, 2009” in its letter & spirit. As per Regulation 6(2) of the “Handling of Cargo in Customs Areas Regulations, 2009” the Corporation is required to seek regularization of appointment of HTC from the Customs. Any delay in getting the required regularization from the Customs, shall not entitle the HTC to claim any compensation/ damages against the Corporation.
20. Submission of false, dubious, forged or tampered documents by the tenderers shall lead to the disqualification of the tender and action as deemed fit (including forfeiture of EMD) by the Corporation shall be taken against such erring tenderer.
21. It should be clearly understood by the tenderer(s) that no opportunity shall be given to him/them to modify or withdraw his/their offer after the date & time stipulated for submission of tender. In case of any modification or withdrawal of the offer by any bidder after the date & time stipulated for submission of tender, the EMD submitted with tender shall be forfeited.
22. The tenderer has to indemnify CWC for any losses, accrued due to alteration/ modification made/ observed in the terms and conditions, including General Conditions of the tender downloaded from the website.
23. If at any stage, any change/ modification is noticed in the downloaded tender document, tenderer will abide by the original terms and conditions, including General Conditions of the tender, failing which, CWC reserves the right to reject the tender and/ or terminate the contract.



24. The Contract, which may eventuate from this tender, shall be governed by the terms and conditions of contract as contained in the invitation/ instructions to the tenderers and as given in the annexures forming part of this tender and these documents will be sole repository of the terms and conditions of the contract.

25. PERIOD OF CONTRACT:

- (a) The period of contract will be 05 (Five) years from the date of commencement of the contract.
- (b) The Regional Manager, Central Warehousing Corporation, Regional Office, Delhi reserves the right to terminate the contract at any time during its currency of the contract, without assigning any reason thereof, by giving thirty days' notice in writing to the contractor at their last known place of residence/business and the contractor shall not be entitled to any compensation by reason of such termination. The action of the Regional Manager, CWC, Regional Office, Delhi under this clause shall be final, conclusive and binding on the contractor and shall not be called into question.
- (c) **Either party can terminate the contact by serving six (06) month notice. It is however made clear that during this period, i.e., the notice period, the entire operations at ICD Patparganj shall continue in terms of the provisions of the agreement.**

REGIONAL MANAGER
Central Warehousing Corporation,
Regional Office, Delhi



TERMS AND CONDITIONS GOVERNING HANDLING & TRANSPORTATION OF CARGO/ ISO CONTAINERS AND OTHER ALLIED SERVICES AT INLAND CONTAINER DEPOT, PATPARGANJ, DELHI AND ICD-TUGHLAKABAD/ TUGHLAKABAD RAILWAY SIDING, NEW DELHI/ICD- LONI/ LONI RAILWAY SIDING.

I. DEFINITIONS:

- i) **`Managing Director`** shall mean the Managing Director of the Corporation.
- ii) **`Regional Manager`** means, Regional Manager of Central Warehousing Corporation, Regional Office, Delhi.
- iii) **`Manager`** shall mean the Manager, Inland Container Depot, Patparganj, the officer in-charge of the ICD.
- iv) **`Container`** shall mean ISO containers used in international trade for export/import cargo, which could be 20', 30', 35', 40'&45' or such other size viz flat rake, open top, over dimension cargo container (high dome or such other size) as may be included by the Manager-ICD, Patparganj. This would include reefer containers also. However, any container above 20' will be treated as 40' container only irrespective of its size being 30', 35', 45' etc.
- v) **`Inland Container Depot`** means the area so designated for the purpose at Patparganj, including the open/covered areas and other areas which may be added later to the complex including Loni as Transshipment siding.
- vi) **`Container Yard`** would mean any developed area in the Inland Container Depot premises including Loni siding or any extension thereof for keeping containers as per the directions of Manager, Inland Container Depot or any other officer authorized on his behalf.
- vii) The term **`Contract`** shall mean and include the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexure, appendices and schedules, acceptance of tender and such general & special conditions as may be added to it.
- viii) The term **`Contractor`** shall mean and include the person firm or a body incorporate with whom the contract has been placed including their heirs, executors' administrators, successors and their permitted assign, as the case may be.
- ix) The terms **`Contract rates`** shall mean the rate of payment accepted by the Regional Manager, for and on behalf of the Corporation.



- x) The terms '**Corporation**' or '**Central Warehousing Corporation**' wherever occurs shall mean the Central Warehousing Corporation established under Warehousing Corporation Act, 1962 and shall include its administrators, successors and assigns. It will also be called CWC.
- xi) '**Services**' shall mean the performance of any of the items of work enumerated in schedule of services including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Manager, Inland Container Depot, Patparganj or any person nominated by him in this behalf.
- xii) '**ICD-TKD/TKD-Rail Siding/ICD Loni/Loni Rail Siding/ICD-Patparganj**' means any nominated areas/designated area for the purpose at the above Inland Container Depot including open/covered area and other areas which may be added later to these complex.
- xiii) '**Any other CFS/Warehouse**' means a nominated/designated area for the purpose located in the NCT of Delhi or nearby DMA town within a radius of 100 KMs from ICD-TKD or ICD Loni or ICD-Patparganj.

II. OBJECT OF THE CONTRACT:

The contractors shall render all or any of the services given in **Clause XXI** and schedule of operations as and when necessary, and as directed from time to time by the Manager, ICD-Patparganj or any other officer acting on his behalf, together with such additional/auxiliary and incidental duties, services and operations as may be indicated by the Manager, ICD-Patparganj or any officer acting on his behalf and are not inconsistent with these terms and conditions.

III. PARTIES TO THE CONTRACT:

- (i) The parties of the contract are the contractor & Central Warehousing Corporation represented by the Regional Manager and/or any other person authorized & acting on his behalf.
- (ii) The person signing the tender or any other documents forming part of the tender on behalf of any other person or a firm, shall be deemed to warrant that he has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract including the arbitration clause. If, on inquiry, it is found that the person concerned has no such authority the Central Warehousing Corporation represented through the Regional Manager, Central Warehousing Corporation, Delhi may without prejudice to other civil and criminal remedies terminate the contract and hold the signatory liable for all costs and damages.



- (iii) Notices or any other action to be taken on behalf of the CWC may be given/taken by Regional Manager, CWC, RO, Delhi or any other officer so authorized and acting on his behalf.

IV. CONSTITUTION OF CONTRACTORS:

- a) Contractor shall at time of submission of tender declare, whether they are sole proprietary concern or registered partnership firm or Private Ltd Company or a body Corporate incorporated in India or Hindu Undivided Family. The composition of the partnership, names of Directors of companies and names of the Karta of Hindu Undivided Family shall also be indicated. The contractor shall also nominate a person (s) in whose hands the management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the contractor(s) in respect of the contract and whose act shall be binding on the contractors.
- b) The contractor shall not, during the currency of the contract, make without the prior approval of the Corporation, any change in the constitution of the firm. The contractors shall notify to the Corporation the death/resignation of the partners/Directors immediately on the occurrence of such an event. In the absence of receipt of such notice, approval, the Corporation shall have the right to terminate the contract as soon as it comes to know of it.
- c) **PRINCIPLES OF THE MEMORANDUM OF UNDERSTANDING TO BE EXECUTED BETWEEN THE MEMBER COMPANIES OF A CONSORTIUM/ JOINT VENTURE.**

If the Tender application is submitted by a Consortium/Joint Venture of two or more firms;

- a. It shall be signed by each member party to the Consortium/Joint Venture so as to be legally binding on all parties.
- b. One of the partners shall be nominated as the lead partner and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- c. The experience of container handling and/or transported as mentioned in case of Consortium/Joint Venture shall be determined by adding together the experience of all partners of a Consortium/Joint Venture. However, as a qualifying criterion, the lead partner must have at least 60% of minimum experience mentioned in the above clause.
- d. The equipment as mentioned in clause XXII 2 (vii) can be provided by any or all



partners of the Consortium/Joint Venture.

- e. It shall be accompanied by a legal document signed by all the parties to the Consortium/Joint Venture confirming therein a clear and definite manner of the prepared administrative arrangements for the management and execution of contract, the delineation of duties, responsibilities and scope of work to be undertaken by each such party and the authorized representative of the Consortium/Joint Venture.
- f. The tender application shall include a copy of the Consortium/Joint Venture agreement which shall inter-alia, that all partners shall be liable jointly and severally for the execution of the contract and the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any or all partners, and the entire execution of the contract including payments shall be done exclusively with the lead partner.
- g. The agreement for the Consortium/Joint Venture between the partners shall be notarized /registered as per Laws of the Union of India

V. SUBLETTING:

The contractor shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Corporation. In the event of the contractors contravening this condition, the Corporation shall be entitled to place the contract elsewhere on the contractors' account and at their risk and cost and the contractors 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, if the contract comes to end due to death of Individual/Contractor or Sole Proprietor of Sole Proprietorship firm, the contract shall not be awarded to his legal heirs.

VI. RELATIONSHIP WITH THIRD PARTIES:

All the transactions between the contractors and third parties who are in no way connected with the clearance of ISO containers cargo/packages from the ICD shall be carried out as between two principals without reference in any event to the Corporation. The contractors shall also undertake to make third parties fully aware of the position aforesaid (it should not be done if it pertains to work at ICD, Patparganj).

VII. LIABILITY FOR LABOUR AND/OR PERSONNEL ENGAGED BY THE CONTRACTOR.

- 1.(a) Every tenderer, whose tender is accepted by the Corporation, shall immediately apply for license to the prescribed licensing authority through the CWC (Principal Employer) in terms of



Section 12 of the Contract Labour (R&A) Rules 1971, before entering upon any work under the contract. The contractor shall also obtain temporary license, whenever required, under Rule 32 of the relevant Rules, in case where he intends to employ more labour in number than that mentioned in the regular license for short duration, not exceeding 15 days. The contractor shall also make an application through the Principal Employer for renewal of the regular license at least two months before expiry of the regular license. The contractor shall also get the temporary license renewed, whenever necessary through the Principal Employer. If for any reason, the application for a license is finally rejected by the licensing authority/appellate authority, the contract shall be liable to be terminated at the risk and cost of the contractor and the decision of the Regional Manager, CWC, RO, Delhi in this regard will be final and binding on the contractor.

- (b) All persons employed by the contractors shall be engaged by them as their own employees/workers in all respects and the responsibility under the Workmen's Compensation Act 1923; Employees Provident Fund Act 1952; Maternity Benefit Act 1961; Contract Labour (Regulation & Abolition) Act 1970; Payment of Gratuity Act 1972; Equal Remuneration Act 1976; ESI Act 1948; Minimum Wages Act 1948 or any other similar enactments and rules made there under with up to date amendments in respect of all such personnel shall be that of the contractor. The contractor shall be bound to indemnify the Corporation against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act, 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the contractor or not.
- (c) The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act, 1952, and the scheme framed there-under in respect of the labour employed by him. The contractor shall recover the amount payable by such employees and deposit the same with concerned PF authorities. The contractor shall enclose the copy of Challan form in support of payment of bipartite PF contribution with the successive wage bill to the principal employer failing which the H&T bills will not be cleared. If, on account of the default of the contractor in making such payments or for any other reason, the Corporation makes such contributions on behalf of the contractor, the CWC shall be entitled to set off against the amount due to the contractor, the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the labour employed by the Contractor.

The Contractor shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act, 1952 and the scheme framed there-under, and to the Regional Manager, CWC. The contractor shall also make available such records and returns as may be prescribed and/or demanded for inspection



to the Officers of the Regional Provident Commissioner and to the Regional Manager, CWC or an Officer authorized by him or acting on his behalf.

- (d) In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Govts./Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
- (e) The Corporation shall be fully indemnified by the contractor against all the payments, claims and liabilities whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of the above aid Acts or similar other enactments of the country as they are at present or as they would stand modified from time to time to the extent they are applicable to the establishment/work in the Corporation.
- (g) The Regional Manager, Central Warehousing Corporation, Delhi shall have the right to deduct from bills any money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit or believe to be for the benefit of the workers, non-payment of wages or deductions made from his or their wages, which are not justified by the terms of the contract or non-observance of the Rules, Regulations and or by way of fulfillment of any obligations on the part of the contractor for strict observance of the provisions of the aforesaid laws.
- (h) In every case in which by virtue of the provisions of sub-section (1) of Section 12 of the Workmen's Compensation Act, 1923, the Corporation is obliged to pay compensation to a workman employed by the contractor in execution of the contract, the Corporation will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the Corporation under sub-section (2) of Section 12 of the said Act. The Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the Contractor whether under this contract or otherwise.
- (i) Notwithstanding the fact, whether the said legislation/enactments or any statutory modification thereof, are applicable or not to the employees/workers employed by the contractor who shall pay and provide the following to them.

I. PAYMENT OF WAGES TO WORKERS:

The contractors shall pay not less than minimum wages to the workers engaged by



them on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the rate(s) notified by appropriate authority at the time of inviting tenders for the work. Where such wages have not been so notified by the appropriate authority, the wages prescribed by the Regional Manager as minimum wage shall be made applicable. The contractor shall maintain necessary records and registers like wage book and wage Slip etc. Register of unpaid wages and Register of Fines and Deductions giving the particulars as required under applicable rules & regulations. The minimum wages prescribed for the time being for piece rate and time rate workers are as indicated below :

a.	Time rated worker	(‘Male’)
	- do -	(‘Female’)

1. Piece Rated Workers

Provided that equal wages to women labour at par with men shall be paid for similar nature of work to comply with the provisions of Equal Remuneration Act 1976.

II. WEEKLY OFF:

The contractor shall allow or cause to be allowed to the workers directly or indirectly employed in the work, one day’s rest for six days continuous work and pay wages at the same rate as for duty.

III. ATTENDANCE ALLOWANCE:

The contractor shall pay attendance allowance at prescribed rate per day to the workers generally employed by him on piece rate or time rate basis when such worker reports for on the day but is not booked or given work for the day shift.

IV. WELFARE AND HELATH OF CONTRACT LABOUR AND

V. DUTIES & RESPONSIBILITIES OF THE CONTRACTOR:

(A) CANTEEN:

- i) Under Section 16 of the Contract Labour (Regulation and Abolition) Act 1970, the contractor shall provide, within 60 days from the commencement of the employment of contract labour or where the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are employed, an adequate canteen.



- ii) If the contractor fails to provide the canteen within the time laid down in Para (i) the same shall be provided by the Principal Employer and all expenses incurred by the Principal Employer in providing this amenity shall be recovered by the Principal Employer from the contractor either from the admitted bills submitted by the contractor from time to time or shall be treated as debt payable by the contractor.
- iii) The canteen shall be maintained by the contractor in accordance with the provisions of the relevant laws, rules and regulations.
- iv) The food stuffs and other eatables to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- v) The charges for foodstuffs, beverages and other eatables served in the canteen shall be based on `NO PROFIT, NO LOSS` and shall be conspicuously displayed in the canteen.
- vi) In arriving at the prices of foodstuffs and other articles served in the canteen the following items shall not be taken into consideration as expenditure viz.:
 - a) The rent for land and building
 - b) The depreciation and maintenance charges for the building and equipment including furniture, crockery, cutlery and utensils.
 - c) The water charges and other charges incurred for lighting and ventilation.
 - d) The interest on the amount spent on the provision and maintenance of furniture and equipment provided in the canteen.
- vii) the books of accounts and registers and other documents issued in connection with the running of the canteen shall be produced on demand for inspection.
- viii) the account pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

Provided that the Chief Labour Commissioner (Central) or an officer authorized by the appropriate Govt. (Appropriate Govt. in the case of CWC is the Central Government) may approve of any other person to audit the accounts, if he is satisfied that it is not feasible to appoint a registered accountant and auditor in view of the site or location of the canteen.

(B). REST ROOMS:

- (i) In every place where in contract labour is required to halt at night in connection with working and employment of contract labour which is likely to continue for 3 months or more, the contractor shall provide and maintain rest rooms within 15 days of the commencement of the employment of contract labour.
- (ii) If the amenity referred to in sub-rule(i) is not provided by the contractor within the prescribed period, the Principal Employer shall provide the same after expiry of



the same period laid down in sub-rule (i) and expenses incurred deducted as per Clause I(ii).

- (iii) Separate rooms shall be provided for the women employees.
- (iv) Effective and suitable provision shall be made in every room for securing and maintaining adequate ventilation by the circulation of fresh air and these shall also be provided and maintained and suitable natural or artificial lighting.
- (v) The rest room(s) shall be of such dimension as provided for in rules framed under the Contract Labour (Regulation & Abolition) Act of the appropriate Government.
- (vi) The height of the shelter shall not be less than 11 ft. from the floor level to the lowest part of the roof. The sheds shall be roofed with at least thatch and mud flooring with a dwarf wall around, not less than 2.6 ft. Sheds as provided should be kept clean and should be able to provide adequate protection against heat, wind, rain and shall have smooth, hard and impervious floor surface.
- (vii) The rest room(s) shall be at convenient distance from the establishment and shall have adequate supply of wholesome drinking water.

(C) LATRINES AND URINALS:

- (i) Under Section 18 of the Contract Labour (Regulation and Abolition) Act 1979, it shall be duty of the contractor to provide adequate number of latrines that;

- a) Where females are employed, there shall be at least one for every 25 females.
- b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the numbers of males or females exceeds 100, it shall be sufficient if there is one latrine for every 25 males or females up to the 100, and one for every 50 thereafter.

- ii) Every latrine shall under cover and partitioned off as to secure privacy and shall have proper doors and fastenings.
- iii) Where workers of both sexes shall be employed, there shall be displayed outside each block of latrines and urinals as notice, in the languages understood by majority of the workers as 'FOR MEN ONLY' and "FOR WOMEN ONLY" bearing the figures of a man or a woman as the case may be.
- iv) There shall be at least one urinal for male workers upto 50 and one for female workers upto 50 at a time. Provided that where the number of males or females exceeds 500, there should be one urinal for every 50 males upto the first 500 and one for every 100 or part thereof, thereafter.



- v) (a) The latrine and urinals shall be conveniently situated and accessible to workers at all times.
- (b) The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once in a year. The date of cement washing shall be noted in the register maintained for the purpose and kept available for inspection. Latrines and urinals, other than those connected with a flush sewage system, shall comply with the requirements of the Public Health Authorities.
- (c) Water shall be provided by means of a tap or other-wise so as to be conveniently accessible in or near the latrine and urinals.

(D) WASHING FACILITIES:

- i) Adequate and suitable washing and bathing places, separately for men and women, shall be provided by the contractor.
- ii) Such facilities shall be conveniently accessible and shall be kept clean and in hygienic conditions.

(E) FIRST AID FACILITIES:

- I. The contractor shall provide and maintain readily available first aid boxes during all the working hours at the rate of not less than one box for 150 contract labour or part thereof.
- II. The first aid box shall be distinctively marked with Red Cross on a white background and shall contain the equipment as provided for in the Contract Labour (Regulation & Abolition) Act 1962.
- III. Adequate arrangement should be made for immediate recoupment of the equipment, whenever necessary.
- IV. If the amenity is not arranged by the contractor within thirty days from the commencement of the contract, the same shall be provided by the Principal Employer after the expiry of the said period and the expenses incurred shall be either deducted from the admitted bills of the contractor or treated as debt payable by the contractor.
- V. Nothing except the prescribed contents shall be kept in the first aid box.
- VI. The first aid box shall be kept readily available in-charge of person trained in first aid treatment.

Aforesaid wage/benefits at Clause VII (1) (i)(I) to (V) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The Regional Manager shall have the right to deduct from money due to the contractor, any sum required for making good the loss suffered by the worker or



workers by reasons of non-fulfillment of the condition of the contract for the benefit of workers, non-payment of wages, or of deductions made from his or other wages which are not justified or non-observations of the regulations enactment mentioned in Clause VII (1) (b) to (c).

- (j) GST or any other tax on input material or services used by contractor in respect of this contract shall be payable by the contractor and Central Warehousing Corporation will not entertain any claim whatsoever in this respect.
- (k) To ensure guidelines of Government/Statutory authorities, the contractor shall ensure payment of wages to the workers, through digital mode, directly to their bank accounts. As Principal Employer, and as & when asked by CWC, shall furnish required document(s) to the Corporation for verification etc.

2.

- (i) The contractor shall not employ any person/labourers below the age **permissible by law**. The contractor shall indemnify the Corporation from and against all claims and penalties which may be suffered by the Corporation or any person employed by him by reason of any default on the part of contractor to observe and/or in the performance of provision of Employment of Children Act (XXVI) of 1938 or any re-enactment or modification of the same.
- (ii) The responsibility to comply with the provision of the various labour laws of the country such as Factories Act, 1948, Payment of Wages Act of 1936, Workmen's Compensation Act, 1923, Employees Provident Fund Act, 1952, Maternity Benefit Act, 1961, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976 or any other Act, to the extent they are applicable to their establishment/workmen, will be solely that of the contractor. The RM, CWC, Delhi on behalf of the Central Warehousing Corporation, in the capacity of principal employer will have every right to demand that the wages shall be disbursed to the workmen/employees of the contractor in the presence of their representative.
- (iii) The Manager, ICD-Patparganj shall allow the contractor, his agents, representative or employees to enter into the Inland Container Depot premises for the sole purpose of rendering the said services for CWC. The contractor shall agree and undertake to make good any loss or damage caused to the premises, goods, equipments and property by his agents, representative or employees while rendering the said services. However, it is clarified that the employees of contractor shall be deployed in the operational areas only. The contractor's employees without assigned job shall under no circumstance enter the ICD premises.



- (iv) The contractor shall give his employees neat and clean uniforms for summer and winter seasons at no extra charges to CWC and ensure that all his employees are always in neat and clean and properly washed and ironed uniforms, while on duty. All the employees shall invariably have their name tags attached to their labels for easy recognition. The laminated name tags with photographs should be signed by the contractor and got countersigned by the Manager, ICD-Patparganj, Delhi or any other officer nominated for this purpose. In case the contractor fails to comply with the provisions under this clause, RM, CWC, RO, Delhi will be free to do the needful at their risk and cost and recover the amount from the contractor.
- (v) Full details about the names, addresses, both local and permanent and three copies of their photographs will be furnished to Manager, ICD-Patparganj or his representative. They will also be provided with necessary photo identity cards by the contractor duly verified by Manager, ICD-Patparganj for regulating their entry into ICD premises at Patparganj for the purposes connected with this work.
- (vi) In case the Manager-ICD, Patparganj, Delhi demands the contractor for removal of any of his employees; the contractor shall do so forthwith. The decision of Manager-ICD, Patparganj, shall be final and binding on the contractor and the Corporation shall be in no way be liable for any consequence for which the contractor will be fully responsible.
- (vii) In complying with the said enactments or any statutory modifications thereof the contractors shall also comply with or cause complied with the labour regulation/enactments made by the State Govt. /Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage book or wage slip. Publication of the scale of wages and other terms of employment inspection and submission of periodical returns and all other matters of like nature.
- (viii) In every case in which by virtue of the provisions of the contract Labour (Regulation and Abolition) Act and the contract Labour (Regulation and Abolition) Rules, the Corporation is obliged to pay any amount of wages to a workman employed by the contractor in execution of a contract, or to incur any expenditure in providing Welfare and or health amenities required to be provided under the above said Act and Rules or under Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Warehousing Corporation contractors, the Corporation will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of the Corporation under sub-section (2) of Section 20 and sub-section(4) of section 21 of the Contract Labour (Regulation and Abolition) Act. The Corporation shall also be at liberty to recover such amount or any part thereof by



deducting it from the security deposit or from any sum due by the Corporation to the contractor, whether under this agreement or otherwise.

- (ix) The Corporation shall not be bound to contest any claims made against it under Contract Labour (Regulation and Abolition) Act or Workmen's Compensation Act or any other similar Act, in respect of contract labour.
- (x) The contractor, where required shall obtained a valid license under the Contractor Labour (R&A) Act 1970, and the Contract Labour (R&A) Rules before the commencement of the work and shall continue to have a valid license until the completion of the contract. Similarly, after appointment, contractor shall immediately obtain EPF Registration from the prescribed EPF licensing/registration authority & shall ensure to comply all relevant provision of Contract Labour (R&A) Act 1970, and the Contract Labour (R&A) Rules and Employees Provident Fund Act, 1952 and as & when asked shall furnish required document(s) to the Corporation for verification etc. CWC as Principal Employer shall provide requisite documents to enable contractor to get labour license and EPF registration.
- (xi) The contractor shall pay to the labourers employed by him either directly or through sub contractors, wages not less than the "fair" wages, if any, of the "minimum rates of wages" if any notified by the Government of the state in which the work is carried out or as per the provisions of the Contract Labour (R&A) Act and the contract labour (R&A) Rules, wherever applicable. Besides the contractor shall also be responsible to provide all basic facilities as envisaged under Section 16 to 19 of the Contract Labour (R&A) Act 1970.
- (xii) The contractor shall be liable for making contributions in accordance with the provision of the Employees Provident Fund Act 1952 and the scheme framed thereunder in respect of the labour employed by him. The contractor shall submit by the 5th and 20th of every month to the Manager a statement showing in respect of the second half of the preceding month and the first half of current month respectively:
- ii. The number of labourers employed by him.
 - iii. Their working hours.
 - iv. The wages paid to them,
 - v. The accidents that occurs during the said fortnight showing the circumstances under which they occurred and the extent of damage and injury caused by them and,
 - vi. The number of female workers who have been allowed Maternity Benefit and the amount paid to them.
- (xiii) Under Rule 30(1) of the Workmen Compensation Rules 1924, action will have to be taken by the CWC as Principal Employer immediately on receipt of the notice of



application for compensation on behalf of workmen or his legal heirs to inform the labour Commissioner that Central Warehousing Corporation, intends to claim indemnification from the contractor and get a notice of the claim served on him at once. Thereafter, it is for the Commissioner under Rule 39(5), if he awards any compensation to record a finding whether the contractor is or is not liable to indemnify the Principal. Once such finding is obtained by the CWC in its favour, the provisions of the contract in the aforesaid revised clause can be invoked by CWC to adjust/set off such amount against any amounts due to the contractor by the Corporation on any other account. It needs no mention that such adjustment can be done only after determination by the Labour Commissioner of the liability of the contractor to indemnify the CWC.

Once the Labour Commissioner has passed his order under Section 12(2) determining the liability of the contractor, and the CWC's entitlement to be indemnified by the Contractor in respect of compensation, the CWC can set off and adjust any amount of the contractor lying in its hands. If, however, no amounts are available for such adjustment, the Corporation can invoke the provisions of Section 31 of the Act and approach the Commissioner to recover the amount due to Corporation from the contractor. There will be no need to file a separate Civil Suit against the contractor for such recovery.

VIII. BRIBES, COMMISSION, CORRUPT PRACTICES, GIFTS ETC.

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

IX. PERIOD OF CONTRACT:

- (a) The contract shall remain in force for a period of **05 (Five) years** from the date of taking up the work.
- (b) The Regional Manager, CWC, RO, Delhi reserves the right to terminate the contract at any time during the currency of the contract, without assigning any reason thereof, by giving thirty days notice in writing to the contractors at their last known place of residence/business and the contractors shall not be entitled to any compensation by reasons of such termination. The action of the Regional Manager, Central Warehousing Corporation, Delhi under this clause, shall be final conclusive and binding on the contractor and shall not be called into question.



c) Either party can terminate the contract by serving six (06) month notice. It is however made clear that during this period, i.e., the notice period, the entire operations at ICD Patparganj shall continue in terms of the provisions of the agreement.

(X)-(A). SUMMARY TERMINATION:

- a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Regional Manager, CWC, RO, Delhi shall be at liberty to terminate the contract forthwith, without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the contractor and to claim from the contractor any resultant loss sustained or costs incurred.
- (b) The Regional Manager, CWC, RO, Delhi shall also have, without prejudice to other rights and remedies, the right in the event of breach by the contractor of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the contractor and/or forfeit the security deposit or any other part thereof for the sums due to any damages losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the services under the contract.
- (c) In the event of security or sum due under the contract being insufficient to cover the claim amount or amounts the Regional Manager shall be entitled to withhold and has a lien to retain to the extent of such amount or amounts referred to above from any sum or sums found payable or what at any time thereafter may become payable to the contractor under the same contract or any other contract with the Corporation pending finalization of adjudication of any such claims.
- (d) In case, after acceptance of tender, the successful tenderer executes the agreement and furnish requisite security deposit but fails to give satisfactory performance. The decision to terminate the contract of defaulting contractor after following the laid down procedure and get the work done at their risk and cost for the un-expired period of contract as per the provision in the tender document, shall be taken by the Corporation.

X-(B). BLACKLISTING OF CONTRACTOR:

- i) Any false/wrong information/credentials submitted shall lead to the tenderers being blacklisted in and debarred for participating in tender for next five years besides forfeiture of the Earnest Money Deposit.



- ii) Non-performance/defaulting H&T contractor shall be suspended and trade relations with such suspended H&T contractor will be banned or black-listed for a period upto 5 years based on merits of each case by the Managing Director and his decision shall be final and binding.

XI. SECURITY DEPOSIT:

- a) The successful tenderer shall furnish, within Fifteen days* of acceptance of his tender, security deposit of **Rs. 41,75,000/- (Rupees Forty One Lakh Seventy Five Thousand only) (i.e. 5% of the advertised estimated annual value of the tender)** failing which the contract shall be liable to be cancelled at his risks and cost and also subject to such other remedies as may be available to the Corporation under the terms of the contract. The contractor at his option may deposit 50% of the prescribed security deposit at the time of award of the contract and the balance 50% may be paid by deductions from his admitted running bills **at the rate of 05% of running admitted bills.**

The Earnest Money Deposit of the successful tenderer can be adjusted against the security deposit.

**After awarding of the contract the contractor has to furnish the Security Deposit within the stipulated time limit of fifteen days. The extension in the time limit not more than 15(fifteen) days can be granted by the Regional Manager subject to levy of penalty on the amount of Security Deposit @ 1% for 15 days or part thereof. The contract will be terminated, in case the contractor failed to submit the SD within the stipulated time of 30 (including extension of 15 days) days. The EMD will be forfeited and the contractor will be debarred from future participation in any tender of CWC for the period of 05 years.*

- b) The security deposit shall be in favor of the “**Regional Manager, Central Warehousing Corporation, Regional Office, New Delhi**” in the form of Bank Guarantee issued by any nationalized / scheduled bank payable at Delhi/New Delhi. The contractor will have the option, to furnish the Security Deposit by furnishing a bank guarantee for the total amount of the Security Deposit if he doesn't want the amount to be deducted from his running bills towards 50% of the security as provided above. The bank guarantee shall be valid not only for the entire period of contract but also for a minimum period of one year after the completion / termination of the contract or till the settlement of any dispute under arbitration / court, if any, of the contract to satisfy the claims of the Corporation against the contractor, if any, for the contract to which the guarantee relates and in the format at **Appendix - III** issued by any branch of the nationalized/scheduled bank situated at Delhi.
- (c) 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 will be required to be furnished.



- (d) The security Deposit will be refunded to the contractor on due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract and submission of “**No Demand Certificates**” both by the Manager-ICD, Patparganj, Delhi and the contractor subject to such deductions from the security deposit as may be necessary for making up the Corporation’s claim against the contractor. **It is made very clear that no interest is payable on the amount of security deposit lying with Central Warehousing Corporation in any form under the contract.**
- (e) In the event of the Security being found insufficient or if the security has been wholly forfeited, as the case may be the balance of the total sum recovered shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand the remaining balance due whenever the security deposit falls short of the specific amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specific amount.

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

XII. LIABILITY OF CONTRACTOR FOR LOSSES ETC. SUFFERED BY CORPORATION:

- a) The contractor shall at all times provide the below mentioned equipment at the ICD:
- i) Two reach stackers capable for handling both 20’ & 40’ loaded containers which can either be owned or hired or leased.
 - ii) One Heavy duty mobile cranes of 30-40 MT capacity.
 - iii) Sixty (60) hand-trolleys.
 - iv) Fifteen (15) Tractor Trailers of 40’ size.
 - v) Fifteen (15) Low Mast forklifts of 3 MT capacity.
 - vi) Two (2) heavy duty forklifts of 10 MT capacity.
 - vii) Hydra crane – One (1) of 12 MT or lesser capacity.
- b) The contractor shall at all times provide adequate number of trucks, equipments, mechanical and manual aids for handling and haulage of the cargo/containers. The personnel in different categories will have to be positioned by the contractor. This would be needed for smooth operations of the work of handling, transport, storage,



inspection and delivery of the containers/cargo. In the event of any fault or defaults on any particular day/days on the part of the contractor in providing adequate equipments, vehicles or personnel or to perform any of the service mentioned herein efficiently and to the entire satisfaction of the Manager-ICD or the Warehouse Manager , the Regional Manager without prejudice to other rights and remedies under this contract, shall have the right to recover by way of **Penalty from the contractor @ Rs. 6000/- per day per Top Lifter/Reach Stacker, Rs. 2000/- per day per Crane, Rs. 500/- per day per forklift, Rs. 200/- per day per tractor trailer and Rs. 500/- only per day per default of other kind, plus actual claims if any, received from the users, Ground rent of a loaded container/Empty Container on TEU basis/storage charges, on the highest slab of the tariff applicable till the exhaustion of Security Deposit , besides making temporary alternative arrangements to cope up with the work at the risk and cost of the contractor who will be liable to compensate the consequential damages, if any.** The decision of the Regional Manager, CWC, RO, Delhi on the question whether the contractor has committed such a fault or has failed to perform any of the services efficiently and also his liability for payment of penalty/compensation and its quantum, shall be final and binding on the contractor which shall be without prejudice to other rights and remedies of the Corporation under the contract.

- c) The contractor shall exercise all care and precaution and use proper equipments for handling and transportation of various types of containers and consignments to avoid any damage or loss to the container and cargo at any stage. The contractor shall be responsible for the safety of the container and cargo while in his custody. He shall deliver at respective destination the containers received by him and loaded on to the trucks or other vehicles at the loading points with seals intact and without any damage to the container. In case of any damage to the containers the contractor will be responsible to make good the loss as per the survey report in the presence of shipping line/shipping agent, importer or his agent, Manager-ICD/concerned Warehouse Manager or their representative and the contractor's representative. In case of damage to property of the Corporation by the contractors' vehicles/representative during any of the operation, the contractor shall be liable for cost of damages in addition to penalty @ 10% there on. The amount of damage will be deposited by the contractor immediately failing which it will be recovered from his bills. The decision of the Regional Manager, CWC, RO, Delhi shall be final and binding on the contractor in this regard.
- d) In case of any shortage or damage to the containers/cargo for whatsoever reasons and cause while the same are in the custody of the contractor at the time of Handling & Transportation of the same, the contractor shall be liable to make good to the Corporation the value of goods/other claims, if any, including duties, penalties and



finer as leviable by the appropriate authorities for such shortage/damages/ losses etc. In addition, if there is any reason for suspicion of collusion of the contractor or his employee in such losses or damage the Regional Manager, CWC, RO, Delhi at his discretion may impose a penalty as deemed fit. The action taken by the Regional Manager, CWC, RO, Delhi will be final and binding on the contractor.

- e) No container which has been damaged, original seals tampered for whose contents appear to have been damaged/ pilfered shall be transported by the contractor to and from the said ICD/CFS/Bonded Warehouse without following the procedure prescribed by the Customs and other concerned authorities in this regard from time to time and as laid down by the Manager-ICD or the Warehouse Manager concerned.
- f) In the event of failure of the contractor to undertake the work after award of contract or resiling from the contract during its currency, the Corporation shall have the right to get the work done at his risk and cost and the contractor shall be liable to make good the loss, if any suffered by the Corporation on this account. The Corporation shall also have the right to deduct the amount of such loss from any sum (including earnest money and security deposit) then due or which at any time thereafter may become due to the contractor under this contract or any other contract with the Corporation and to claim the balance amount from the contractor.
- g) The contractor shall indemnify the Corporation, against any loss, destruction, or deterioration of cargoes/containers, or any damage or delay to containers or any delay in delivery of cargo, due to any negligence or default on their part and on the part of their employees/ labourers or due to failure of equipment or due to non-availability of adequate safety aids with their employees or due to pilferage of cargo by their employees/ labourers also by the carelessness, negligence, misconduct of their employees/labourers in their employment and any liability for payment of damage/claims/compensation by the Corporation to the shipping lines/shipping Agents/ users/Customs on account thereof and shall pay all claims met, and also litigation expenses, if any incurred by the Corporation immediately on demand without any demur. The Corporation shall have the right to deduct the amount of such loss from any sum (including security deposit) then due or may become due to the contractor under this contract. The decision of the Regional Manager shall be final and binding on the contractor in this regard.
- h) The successful Tenderer has to sign as **Surety for Central Warehousing Corporation** of the continuity bond to be executed with Customs for transportation of containers by road.



- i) Only the minimum required labour to cope up with the works and keep up certain productivity norms for the gangs should be deployed.
- j) All taxes/levies/fees/charges payable to any Govt. Body/local body on the Service Charges payable by the H&T contractor to the Equipment Operators/ Manpower Supply Agency for the personnel engaged etc. shall be paid by the contractor, and no claim, whatsoever on the account shall rest against the Corporation.
- k) The water and electricity charges utilized by the contractor either for his office / garage will be paid to CWC/ICD at its actual cost with applicable GST for garage/workshop and contractor is at liberty to use calibrated sub-meter at the tapping point.
- l) In case of delay in handling such as destuffing/stuffing the containers, in addition to the claims towards liquidated damages by the importer/exporter and shipping agents, the storage charges of the cargo/containers at the highest slab which would have accrued/would accrue to the Corporation will be deducted from the running bills of the contractor.
- m) The contractor shall deploy the services of a master mariner, **without any extra remuneration**, with adequate experience in container operations for undertaking inspection of outward/Inward Container, stuffing, de-stuffing and handling of containers/cargo etc. at ICD-PPG/concerned Warehouses. While taking over/ handing over the containers from/to the Port, the Contractor shall coordinate from all concerned agencies for smooth operations.
- n) The contractor should have/shall submit (before award/commencement of contract) copy of GSTN from appropriate authority under “GTA”, “CARGO HANDLING & TRANSPORTATION SERVICES” and shall ensure to comply the relevant provisions in this regard. The payment to HTC shall be released only after submission of the required GSTN Registration.
- o) The Corporation shall not be bound to contest any claims made against it under Contract Labour (Regulation and Abolition) Act or Workmen’s Compensation Act or any other similar Act in respect of contract labour and any other Act applicable in the operations undertaken by their equipments, trailers, Motor Vehicle Act, 1988, The Carriage by Road Act, 2007, Food Safety and Standard Act, 2006 and other such Act(s) including amendment time to time, enacted by the Central/State Government/Local bodies or any other such authorities. The Corporation shall be fully indemnified by the contractor against all the payments, claims and liabilities, whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of the above said Acts or similar other enactment’s of the country as they are at present or as



they would stand modified from time to time, to the extent they are applicable to the establishment/work in the Corporation. The action taken by the Regional Manager, CWC, Delhi, in this regard will be final and binding on the contractor.

- p) The contractor is free to engage any number of labours or machinery apart from the minimum required under the tender requirement. However, the payment by CWC will only be made as per the rates prescribed for each operation under the contract, irrespective of the number of labour or machinery engaged by the contractor. All the liabilities arising out of any rule or act of the government concerning the payment to labours shall lie with the contractor only he will always keep CWC fully indemnified against all such claims.
- q) **JOINT SURVEY:** Situations may arise during the course of handling / transportation of containers and cargo when a container or cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of Consignor / Consignee / Insurance Company, etc. for assessment of loss/damage to cargo and / or container. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, Settlement of claims of Consignor/ Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to settle all claims/liabilities, whatsoever, against CORPORATION, which come to CORPORATION under all such situations. The contractor may undertake to repair the damaged container, which has met with an accident under his custody, at his own EXPENSES. This he shall do to the complete satisfaction of the concerned shipping line / CORPORATION to which the container belongs to at the time of accident.
- (r) **DELAYS, STRIKES ETC.**
The contractor will not be responsible for delays, which may arise on account of reasons beyond their control, of which the Regional Manager shall be the final judge. Strikes by contractor's workers on account of any dispute between the contractor and their workers as to wages or to otherwise, shall not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage which the Corporation may suffer on this account.
- s) -(i) The H&T contractor is required to complete the movement of export & loaded containers between ICD-TKD/Rail Siding TKD/ICD Loni/Loni Rail Siding and ICD-Patparganj or any other CFS/Warehouse within a radius of 30Kms within 12 hours & 24 hours respectively of Job Order issued by CWC. **In case of any failure the penalty**



at the rate of Rs. 300/- per TEU for the first 12 hours in delays & Rs. 400/- per TEU/12 hours delay thereafter, shall be imposed and recoverable. The decision of the Regional Manager as to whether the delay is attributed to the failure of the contractor shall be final and binding on the contractor.

- s) -(ii) The contractor is required to move the empty containers from TKD/Loni to ICD and vice versa within 24 hours of the Job Order being given by the CWC. The penalty @ Rs. 100/- per TEU/day or part thereof shall be imposed and recovered from HTC Bills for any delay in movement of empty containers. **The decision of the Regional Manager as to whether the delay is attributed to the failure of the contractor shall be final and binding on the contractor.** In case Shipping Line/Agent raise any claim on account of delay in completion of transportation beyond stipulated period, that shall be passed on the contractor in addition to penal amount and shall be recovered from the contractor's bills.
- s) -(iii) Loading/unloading of containers received/dispatched through the private trailers should be completed on the same day of the Job Order given to the contractor. In case of any delay attributed to contractor the penalty at the rate of Rs. 200/- per container per day or part thereof shall be imposed. **The decision of the Regional Manager as to whether the delay is attributed to the failure of the contractor shall be final and binding on the contractor.**
- s) -(iv) The H&T contractor shall remove the empty/loaded containers from the ICD premises for factory stuffing/destuffing within 4 hours of respective job orders, failing which penal charges at the rates as mentioned under **Clause-XII (b)** above will be levied.
- t) Any of the item of operation under SOR shall have to be carried out by the contractor as per the direction of Regional Manager or his authorized representative at any CFS/Warehouse within a radius of 30 KMs as mentioned herein in the tender document.
- u) With regard to application of penalty provisions under the contract viz-a-viz various operation/defaults/negligence etc, Regional Manager, Delhi's decision would be final and binding on the contractor.

NOTE:

The above-mentioned time limit for transportation of containers in between ICD-Patparganj and ICD-TKD/TKD-Rail Siding/ICD Loni/Loni Rail Siding is inclusive of time taken in loading/unloading of containers at ICD-TKD/TKD-Rail Siding/ICD Loni/Loni Rail Siding by the authorities concerned. In case the contractor fails in getting the containers loaded on the road vehicles by the authorities concerned and transport the same within the



prescribed time limit, the same shall attract compensating the GRL and other charges incurred by the users in getting the job orders renewed, besides the penal charges mentioned above. The decision of the Regional Manager as to whether the delay is attributed to the failure of contractor shall be final & binding on the contractor.

XIII. SET OFF

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

XIV. ACCOUNTS:

All accounts, books, papers, and documents pertaining to the operation carried out in connection with the contract shall be open for inspections, audit and counter signatures by the Manager-ICD, Patparganj or an officer acting on his behalf including the accounts and audit officers. The contractor shall be responsible to produce the same at such time and place as may be directed by the Manager-ICD, Patparganj or an officer acting on his behalf.

XV. VOLUME OF WORK

- a) Subject as hereinafter mentioned the Corporation does not guarantee any definite volume of work or any particular pattern of services at any time or throughout the period of the contract. *However, the average annual container throughput (Loaded + Empty both) during preceding three FYs (2017-18, 2018-19, 2019-20) under existing contract period at ICD Patparganj, is 28750 TEUs. But this is only for information purpose and cannot be referred by tenderer/contractor for any references.*

‘No minimum volume of work to be performed can be guaranteed during the currency of the contract. The volume of traffic is likely to fluctuate (Increase or decrease) and the tenderers should note that no claim for compensation arising directly or indirectly out of such fluctuations in the volume of traffic to be handled during the currency of the contract shall be entertained.’

- b) The mere mention of any item of work in this contract does not by itself confer a right on the contract or demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.

- c) **PANELLED CONTRACTORS:**



The Corporation will also have the exclusive right to appoint one or more contractor for any or all the services mentioned hereunder and to divide the work as between such contractors in any manner that the Corporation may decide initially or any time during the currency of the contract and no claim shall lie against the corporation by reason of such division of work.

- d) No assurance is also given about any item of work at any time during the currency of the contract.
- e) It should clearly be understood that no guarantee is given that all the items of work as shown in the schedule of operations will be required to be performed by the contractor.

XVI. A) REMUNERATION:

The contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by the Corporation. The contractor shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations. In the absence of an agreement being reached on the rates for such additional services, the decision of the Managing Director, central warehousing Corporation, and New Delhi will be final and binding and non-settlement of the rates for additional services will not confer right upon the contractor to refuse to carry out or render such services.

The payment of H&T bills shall be made through E- Payment system, after compliance of required obligations as per rules & regulations for which the following details shall be provided by the contractor immediately after commencement of contract:

- (i) Bank Account Number, (ii) Name of Bank & (iii) RTGs code bank (IFSC code)

B) ESCALATION CLAUSE:

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

2. First rate revision would be done only after (06) **SIX** months of commencement of contract, w.e.f. 1st of the month following completion of (06) **SIX** months of



commencement of contract. Subsequent rate revisions would be after (06) **SIX** months interval thereafter. For instance, if a contract commences for a period of four (4) years on, say, 16th April 2019 there will be seven rate revisions due during (4) four years period. 1st rate revision would be due w.e.f. 1st Nov 2019, 2nd w.e.f. 1st May 2020 and 3rd w.e.f. 1st Nov 2020, and so on.

The rate revision would be regulated by the following formula:

For 1st rate revision

$$\% \text{ increase in contract rates} = (\mathbf{P_1} - \mathbf{P_B}) / \mathbf{P_B} \times 100 \times 30/100$$

where

$\mathbf{P_1}$ = HSD price on 1st of the month following completion of initial **five** months of contract (as applicable in city of contract); and

$\mathbf{P_B}$ = Base HSD price on the last date of submission of tender (in the city of contract).

For subsequent six-monthly rate revisions

$$\% \text{ increase in contract rates} = (\mathbf{P_N} - \mathbf{P_{N-1}}) / \mathbf{P_{N-1}} \times 100 \times 30/100$$

where

$\mathbf{P_N}$ = HSD price on 1st day of the previous month of the due date of nth escalation (as applicable in city of contract); and

$\mathbf{P_{N-1}}$ = HSD price on 1st day of the previous month of (n-1)th escalation (as applicable in the city of contract).

Illustration:

Suppose the HSD price on the date of submission of the tender mentioned above was Rs.42.20 per liter and it is Rs.45.20 per liter on 1st October, 2011. According to the formula, percentage increase in contract rates will be as under:

For 1st rate revision (w.e.f. 1.11.2011)

$$= (\mathbf{P_1} - \mathbf{P_B}) / \mathbf{P_B} \times 100 \times 30/100$$

$$(45.20 - 42.20) / 42.20 * 100 * 30 / 100$$

= 2.13% i.e. an increase of 2.13% in the originally accepted contract rates on which rate revision is specifically provided for in the contract.

For second six monthly rate revisions w.e.f. 1st May, 2012, let the HSD price as on 01.4.2011 be Rs.42.12 per liter. Then, in this case:

$$= (\mathbf{P_N} - \mathbf{P_{N-1}}) / \mathbf{P_{N-1}} \times 100 \times 30/100$$

$$= (\mathbf{P_2} - \mathbf{P_1}) / \mathbf{P_1} \times 100 \times 30/100$$

$$= (42.12 - 45.20) / 45.20 \times 100 \times 30/100$$



= -2.04% i.e. a decrease of 2.04% over the rate accepted during the previous revision.

(Note: For the purpose of change, the rates of diesel as prevalent as on 1st of the previous month would be considered, e.g. if the escalation is due on 1st November, 2010 the diesel rates prevalent as on 1st October 2010 would be considered, and so on.)

The revision of rates would be applicable only in case of deployment of equipment / vehicles for container handling / transportation or cargo handling/transportation.

XVII. PAYMENT:

- a) Payment will be made by Regional Manager, Central warehousing Corporation, RO, Delhi on submission of bills in duplicate duly supported by work certificates issued by the Manager-ICD, Patparganj, or an officer authorized by him.
- b) The contractor should submit all his bills not later than two months from the date of expiry of the contract so that the refund of security deposit may be speeded up. In order to facilitate early settlement of bills, the contractor is advised to submit his bills fortnightly. It is further clarified that no claims or bill/invoice/demand will be entertained after expiry of 60 days once the contract is expired/ terminated. Hence the contractor shall submit all bill/demands/invoice (present or past) if any within 60 days to the Manager-ICD PPG.
- c) Income Tax, at the rate as applicable under the provisions of the Income Tax Act shall be deducted at source from the Bills / Invoices of the contractor. In-case, however, the contractor is granted exemption from the deduction of income tax at lower rate, he shall be required to produce such certificate issued by the prescribed Income Tax Authority clearly stating therein that No Income Tax or Lower Income Tax, as the case may be, deducted at source from the contractor against the said contract, failing which Income Tax at full rate, as prescribed under the Act, shall be deducted. Such exemption or lower rate certificate shall have to be obtained by the contractor from the prescribed Income Tax Authorities and furnish to the Corporation at the commencement of each Financial Year.
- d) Price quoted are inclusive of all applicable taxes except GST. GST shall be paid extra at applicable rates subject to submission of tax invoices as per rules under GST law.
- e) CWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source. Under GST regime, the contractor is required to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Non-Compliance would result in mis-matching of claims and denial of input tax credit to CWC. Non withstanding anything contained anywhere in the agreement, in the event that the input tax credit of the GST charged by the contractor/vendor is denied by the tax authorities to CWC for reasons attributable to contractor/vendor, CWC shall be entitled



to recover such amount from the contractor/vendor by way of adjustment from the next invoice. In addition to the amount of GST, CWC shall also be entitled to recover interest at the rate prescribed under GST act and penalty, in case any penalty is imposed by the tax authorities on CWC

- f) Bidder should also mention the Harmonized System of Nomenclature and Service Accounting Code at the designated place in SOR.
- g) It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit of GST is not lost to CWC on account of any error on the part of the contractor.
- h) Contractor/vendor shall be required to issue tax invoice/debit note/credit note in accordance with GST Act and/or rules so that input credit can be availed by CWC. In the event that the contractor fails to provide the invoice in the form and manner prescribed under the GST act read with GST invoicing rules there-under, CWC shall not be liable to make any payment on account of GST against such invoice.
- i) Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input tax credit (ITC) to CWC.
- j) In case, contractor is not required to obtain GST registration, in such a case, contractor/vendor shall intimate CWC via declaration regarding non-requirement of registration under GST act.
- k) In case the unregistered contractor obtains the GST registration after start of agreement, he shall intimate CWC within 15 days of such registration.
- l) In case of any movement of any goods by contractor, he shall ensure compliance of e-way provisions under GST law. Any liability due to non-compliance by way of confiscation/interest/penalty or in any other manner shall be borne by the contractor/vendor himself.
- m) GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall be not paid to the contractor/vendor but will be directly deposited to the government by CWC.
- n) Where CWC has the obligation to discharge GST liability under reverse charge mechanism and CWC has paid or is liable to pay GST to the government on which interest or penalties



becomes payable as per GST laws for any reason which is not attributable to CWC or input tax credit with respect to such payments is not available to CWC for any reason which is not attributable to CWC, then CWC shall be entitled to deduct/set off/recover such amounts against any amounts paid or payable by CWC to contractor/Vendor.

- o) Reference of excise duty, service tax, VAT, sales tax, entry tax or any other form of indirect tax except GST mentioned in the bidding document shall be ignored.
- p) GST or any other tax on input material or services used by contractor in respect of this contract shall be payable by the contractor and CWC will not entertain any claim whatsoever on this respect.

NOTES:

- i. The Regional Manager, Central Warehousing Corporation, Delhi may at his discretion make an “on account” payment to the extent of 75% of the value of work done in case where the contractors are not in position to submit their bills due to operational or any other difficulties, after the satisfactory performance of the services provided in the contract.
- ii. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment for any reason whatsoever.
- iii. “There are certain operations which form part of a composite operation for which rates have been called for separately. These operations are to be carried out under certain specific circumstances; the need for the same will be determined by the Manager-ICD, Patparganj. The decision of the Manager-ICD, Patparganj in this regard will be final and binding on the contractor”.
- iv. “Rates quoted by the tenderer and accepted by the Corporation and incorporated in the contract agreement shall remain applicable during the period of the contract and no request for revision of rates by the contractor (except under clause XVI-B) shall be entertained under any circumstances.
- v. The rates of various operations under the contract, once awarded, will be final and contractor will not claim any extra payment (except under clause XVI-B). However, if any new Cess, tax etc levied by any agency during the tenure of the contract, then same shall be exclusive of the rates awarded except if otherwise stated. All such Cess, tax etc. will be reimbursed to the Contractor on production of suitable proof of depositing the same with concerned authorities.

XVIII. LAWS GOVERNING THE CONTRACT:

The contract will be governed by the laws of the country in force from time to time.

XIX. AGREEMENT:



The successful tenderer shall execute a formal agreement with the Regional Manager, Central Warehousing Corporation, New Delhi in the form annexed as **Appendix-II** on a non-judicial stamp paper of appropriate value and duly Notarized. The successful tenderer by executing the said agreement shall stand as surety for CWC on the continuity bond of appropriate value executed by CWC with customs / to be executed with Customs, for safe transshipment of containers.

XX. ARBITRATION:

In the event of any dispute or difference between the parties hereto as to the operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or if the CWC fails to address the issue raised by the contractor whose remedy is not available in the agreement within 180 days, then and in any such case, but except in any of the “excepted matters” referred to in the agreement, the Contractor, after 180 days but within 240 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the CWC, shall be referred to arbitration and other matters shall not be included in the reference

If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the CWC that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and CWC shall be discharged and released of all liabilities under the contract in respect of these claims.

Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Regional Manager, continue during the arbitration proceedings, and no payment due or payable by the CWC shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

Appointment of Arbitrator:

In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be nominated by the Managing Director, CWC. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Managing Director.



In cases where the total value of claims in question added together exceeds ₹ 1,00,00,000/- (Rupees One Crore), the matter will be referred the Sole Arbitrator, appointed by the Managing Director, CWC if agreed upon by the Contractor in terms of relevant Section of The Arbitration and Conciliation (Amendment) Act'2015 . However, if the Contractor does not agree upon the name of the Sole Arbitrator nominated by the Managing Director, CWC, then the contractor shall inform about the same within 15 days and they shall nominate an arbitrator from their side out of the empaneled arbitrator of CWC. Both arbitrators will appoint a third arbitrator who will act as Presiding Arbitrator in the matter. The panel of above three Arbitrators will act as Arbitration Tribunal. **All the three Arbitrators will be nominated out of the dynamic panel of Arbitrators, empaneled by the Corporation following due process.**

In case of the Tribunal, comprising of three members, any ruling on award shall be made by majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defence statement

The venue of the Arbitration shall be at Delhi.

It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor.

The cost of arbitration shall be borne by the respective parties as decided upon by the Arbitrator/ Arbitration Tribunal, in terms of the extant guidelines and provisions in the Act stated below.

The relevant clause of “The Arbitration & Conciliation Act’1996” and The Arbitration and Conciliation (Amendment) Act’2015 as amended from time to time shall be applicable to the arbitration proceedings.

EXPLANATION:

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

XXI. SERVICES TO BE RENDERED BY THE CONTRACTOR – OPERATIONS AT THE ICD COMPLEX.

**A. IMPORT OPERATIONS:**

1. The Contractor shall provide the required suitable number of trucks/road vehicles in working conditions for transportation of the containers from ICD-TKD/TKD-Rail Siding/ICD Loni/Loni Rail Siding to the ICD-Patparganj or any other CFS/Warehouse within a radius of 30 KMs. Before taking over the container on to the road vehicles the locks, seals and the condition of the container will be duly inspected and all other formalities including obtaining of the EIR from authorities at ICD-TKD/TKD-Rail Siding/ICD Loni/Loni Rail Siding for containers received on the trucks will be completed by the contractor. Where the container is found to be damaged or tampered with or where the seals and locks are not found intact, the same will be taken over by the contractor from ICD authorities only after due inventorization, following the laid down procedure.

The contractor shall provide transport facilities at his cost to the customs officers, wherever it becomes necessary to move the container under customs escort.

The contractor shall be responsible for safe transportation of the container to the ICD within the free time allowed (i.e. 24 hours) irrespective of any delay in loading/unloading at TKD/Loni and traffic congestion enroute and its handing over to the ICD authorities, duly satisfying them of the seals, locks and of the condition of the container as shown in the Equipment Interchange Report. He shall arrange immediate destuffing of the containers on the chassis or by grounding at the designated slot, wherever such work order is issued, in the presence of the Customs, Shipping lines and under the supervision of the ICD officials after following the prescribed procedure. The container will be destuffed in a manner which does not cause damage to the container or to the cargo. The cargo destuffed at the Import Warehouse/ container yard will be segregated, neatly arranged consignment-wise and tallied with the forwarding notes and other relevant documents. The empty containers, after destuffing, shall be shifted to the designated location in the ICD complex by suitable mechanical equipment and stacked at least three high. The destuffing of all the containers for which the job order issued upto 1630 hrs should normally be completed within four hours.

The operations under this item will be considered as continuous work irrespective of the time lag between different stages of work, if in carrying out the various operations, some additional services to complete the specified work are required, this will be considered as a part of the work and no extra payment will be made.

The above provision will be applicable to all other items of work in the schedule of services.



2. The contractor shall provide suitable type of road vehicles at ICD-TKD/TKD-Rail Siding/ICD Loni/Loni Rail Siding as and when required. He shall take over the loaded containers on the road vehicles after due inspection of locks, seals and the conditions of the containers and on completion of all other formalities, including obtaining of EIR from ICD-TKD/TKD-Rail Siding/ICD Loni/Loni Rail Siding and transport the containers to ICD-Patparganj or any other CFS/Warehouse within a radius of 30 KMs within 24 hours of issue of job order irrespective of any detention due to traffic congestion enroute under Customs' escort wherever/whenever required. If any container is found to be damaged or tampered with or where seals and locks are not found intact, the same will be taken over by the contractor from ICD authorities only after due inventory is prepared, following the laid down procedure. Further in case the location of the container at ICD-TKD/ICD Loni cannot be ascertained for its transportation to ICD-PPG or any other designated location after receipt of job order, the contractor shall be responsible to bring the factual position in this regard to the notice of Manager ICD within two hours of the receipt of job order. In such a case sympathetic view based on merit would be taken.

The contractor shall be responsible for safe transportation of the container to the ICD and its handing over to the ICD authorities, duly satisfying them about the seals, locks and the conditions of the container as shown in the EIR. He shall arrange for the grounding of the containers from the road vehicles at the required location within the ICD/CFS complex and stack them at least upto three high by means of suitable mechanical equipments, without damaging the containers or its contents.

3. The Contractor shall arrange destuffing of the loaded containers/CBT Trucks stacked in the ICD/CFS yard (By grounding wherever necessary) and facilitate custom examination (which will include unpacking and repacking wherever needed, by providing additional strapping material, if required , at his cost) and, wherever necessary, in the presence of the shipping lines and under the supervision of the of the CWC officials and stuffing the cargo back into the container and or loading the same on party's/importers vehicle provided at the ICD/CFS complex or stacking the cargo in import warehouse. The operations will be carried out to the entire satisfaction of the ICD authorities without causing any damage to the container or to the cargo. The loaded/empty containers as the case may be, will be stacked in the container yard of the ICD/CFS, at least upto three high. The destuffing of all the containers for which the job order issued upto 1630 hrs should normally be completed within four hours.

The empty containers after destuffing will be shifted to the container yard or any other designated location in the CFS complex and stacked at least upto three high.

- 3 (a) The contractor shall retrieve the import loaded container (RMS) from the ICD premises and arrange loading of the same with the same Custom seal with the approval



of the Customs, on to the road vehicles of the party by means of suitable mechanical handling equipments, without damaging the containers or its contents.

- 3 (b) Unloading the Import cargo from trucks/ vehicles/CBT brought at ICD PPG/godown/ramp/any other designated area and destuffing, stacking them in the godown or in open space (Covering with tarpaulins, whenever necessary) or at any designated place by mean to suitable mechanical equipment or any other appropriate means (use of forklift/crane/leather strap/chain etc.), after due inventorization.
- 4 The contractor shall make suitable arrangements to retrieve loaded containers (which may include transportation within the complex), movement thereof to the import warehouse, and de-stuffing the container manually or by means of mechanical equipments in presence of customs, shipping lines, importers and CWC officials, preparation of inventory of cargo and stacking the same in the import warehouse as per laid down procedure and carrying the empty containers to the Container Yard or any other designated area within the ICD or CFS complex and stacking them upto three high.
- 5 The contractor shall provide labour and appropriate equipments, low mast forklifts, hand pallet trucks, handtrolleys, wheel barrows, slings, plates etc. for bringing the packages from storage point or from any location in the open yard to the designated point for customs examinations.

This will include opening of packages for examination, repacking, using suitable straps (to be supplied by the contractor free of cost) and sealing the same and/or weighments wherever necessary as per requirements of the customs. The contractor shall also provide labour and equipments for customs examination of the heavy and over dimensioned packages at the storage point itself and repacking etc. The entire consignment against a Bill of entry after custom examination will be loaded at the Import warehouse on to the road vehicles provided by the parties for delivery to importers or for movement to the bonded warehouse within the ICD complex. If during the retrieval of the package for examination of the customs, the goods in the stack of a godown or yard are disturbed, it shall be obligatory/responsibility of the contractor to have all the packages so disturbed, place neatly in the original position for which no extra remuneration will be payable.

- 6 The contractor shall provide suitable/appropriate equipment for lift on/lift off of loaded import container (one 20' container placed in a trailer having two 20' container) so that weighment of both 20' container shall be done. The rate provided by the contractor is for only one 20' container for the purpose of weighment as and when required. Further, the claim raised by the contractor for this operation is restricted to one 20' out of two 20' container on that trailer.

**B. EXPORT OPERATION:**

7 The contractor shall arrange receipt of export cargo brought by the parties in trucks/vehicles at the ICD/CFS in break bulk condition, using appropriate handling equipments/means and stack them in the designated grid/area of the export unit of the ICD, (including open yard) after test and due preparation of inventory as per laid down procedure and vice-versa.

8 (a) the contractor shall provide labour and appropriate equipment for taking the required number of packages from grid storage points of the export cargo unit/open yard for custom examination. This will include opening of packages for examination, repacking and sealing the same, whenever needed, by using suitable additional strips, if required, at his cost and arrange, wherever necessary as per requirement of Custom. The packages after test checking will be restacked with the mother stack in an orderly manner. The customs cleared consignment will be stuffed into the nominated container on the chassis or on the ground by use of mechanical equipments or other suitable means and by lashing wherever required without in any way damaging the container or the cargo. The contractor shall also be required to arrange shipping bill-wise tally of cargo stuffed into the nominated container.

This operation will include shifting of the nominated empty container from the container yard after thorough cleaning and placing the same at the export unit and assisting in fumigation of containers, if necessary locking and sealing of the stuffed container by the customs and shipping lines seals under the supervision of CWC officials, as per procedure laid down, the safe transportation of the loaded container (under customs escort, wherever necessary) to ICD, Tughlakabad/ Tughlakabad Rail siding/ICD Loni/Loni Rail Siding and handing over the same to ICD authorities after obtaining the clear ‘ **Equipment Interchange Report**’ within 12 hours of issuing respective Job Orders.

8 (b) The contractor shall provide adequate labour or other mechanical equipments/aids for taking out the required number of packages from the rakes/stacks/party’s vehicles and bringing them for custom examination (which would include unpacking and repacking of packages, providing of suitable strips/seals and wherever required free of cost) and placing them back in the rake/stack/container, if necessary and consolidating the stocks, shifting the nominated containers to designated place after retrieving the same from the container yard, stuffing the nominated cargo either from the godowns or from the road vehicles of the party directly by use of suitable mechanical and manual aids under the supervision of CWC officials, shipping lines’ representative and custom authorities, preparation of tally sheets, assisting in fumigation of containers, wherever required locking and sealing of the containers on completion of required shipping and custom formalities after following the prescribed procedure and subsequent internal movement of loaded container to make



space available for keeping the next container for stuffing and lift on of loaded containers on to the road vehicles of the party.

- 8 (c) The contractor shall take out the excise sealed container from the party's vehicle directly by use of suitable mechanical equipment under supervision of the CWC official, shipping line and Customs Authority, preparing the tally sheets, if required, and sealing the container by the Customs and shipping lines seal under the supervision of CWC officials as per the laid down procedure after completion of the required formalities and subsequent internal movement of loaded containers within the premises of the ICD to make space available for other containers. The contractor shall lift-on the loaded export container after clearance of the Customs and loading on to the road vehicle of the party or transporting the loaded container (under Customs escort wherever necessary) to ICD TKD/TKD rail siding/ICD-Loni/Loni Rail siding and shall handover the same to the ICD operator/authorities and obtain the clear Equipment Inter-change Report within 12 hours of issuing respective job orders.
- 8 (d) The contractor shall take out the excise sealed container from the party's vehicle directly by use of suitable mechanical equipment under supervision of the CWC official, shipping line and Customs Authority, preparing the tally sheets, if required, and sealing the container by the Customs and shipping lines seal under the supervision of CWC officials as per the laid down procedure after completion of the required formalities and subsequent internal movement of loaded containers within the premises of the ICD to make space available for other containers. The contractor shall lift-on the loaded export container on to the road vehicle of the party after clearance from the customs.
9. The contractor shall arrange destuffing of stuffed export cargo from the respective containers as and when required and as per job order given by the Manager-ICD or his representative and re-stuffed the cargo back into the same container or any other container as may be nominated by the respective shipping line or their agent. The above said operation is to be carried out as per laid down procedure in the presence of exporters/shippers/shipping line or their agents, CWC officials and the custom authorities concerned. The container should be locked and sealed with Customs & Shipping Lines seals on completion of the operation after following the prescribed procedure.
10. The contractor shall provide suitable/appropriate equipment for lift on/lift off of loaded export container (one 20' container placed in a trailer having two 20' container) so that weighment of both 20' container shall be done. The rate provided by the contractor is for only one 20' container for the purpose of weighment as and when required. Further, the claim raised by the contractor for this operation is restricted to one 20' out of two 20' container on that trailer.

**C. GENERAL OPERATIONS:**

- 11.The contractor shall provide suitable road vehicles at the ICD –TKD/TKD-Rail Siding/ICD Loni/Loni Rail Siding/ICD-Patparganj/Bonded Warehouse concerned and arrange expeditious loading of empty containers on to the road vehicles by the concerned ICD operators and transport the same to the destination within a radius of 30 KMs as mentioned in the job order within 24 hours of issue of job order irrespective of delays in loading and unloading or traffic congestions enroute and handover the containers to the concerned custodian/shipping line after completion of necessary formalities and stack them at least 3 high and vice-versa.
- 11(a) The contractor shall provide suitable vehicles at ICD TKD/TKD Rail Siding/ICD Dadri/Dadri Railway Siding/ICD-Patparganj and taking over empty container after inspection and transporting the same to ICD, Loni/Loni railhead within 24 hours of receipt of job orders irrespective of any detention due to off loading/loading or traffic congestion enroute.
- 12.The contractor shall provide suitable equipment and undertake shifting of empty/loaded containers from one location to another location within the ICD/CFS/ Warehouse complex and stacking the same at least three high by using appropriate handling equipments as per the direction of Manager-ICD or an officer acting on his behalf.
- 13.The contractor wherever necessary, and under instructions of Manager-ICD or any other officer acting on his behalf, shall provide adequate equipments as stipulated under Clause XII for lift-on and lift-off of loaded/empty containers from the road vehicles, Trucks of the parties from/in the ICD complex without causing any damage to the container/cargo and stacking of the containers upto at least 3 high at the designated places in ICD complex. This operation is to be completed by the contractor within 2 hours of getting the job orders from CWC.
- 14.The contractor shall provide suitable manual or mechanical aids for movement/shifting of cargo from one place to any another location/place within the same godown in ICD/CFS/Warehouse complex/any place in the open yard or loading the same on the parties vehicles in the case of shut-out cargo as per job order received from Manager-ICD/Warehouse Manager or their representative.
- 15.The contractor shall arrange for shifting/movement of cargo from one godown to another godown within the complex by use of suitable equipment/transport means. This will also include movement of cargo from open storage yard to any godown or vice-versa.
16. **FACTORY DESTUFFING/ STUFFING:**



- i) The contractor shall provide required number of trucks/road vehicles at ICD complex. He shall take over the loaded containers from the ICD complex on the road vehicle within 4 hours of respective job order after due inspection of locks, seals etc. and condition of the containers and on completion of all other formalities and transport the same to designated place/factory for destuffing on the chassis. The contractor shall be responsible for the safe transportation of the container and handing over the cargo to the concerned authorities without causing any damage to it. He will bring back, on completion of the destuffing operations, the empty container to the ICD complex and stacking of the container upto at least three high.
- ii) The contractor shall provide required number of truck/road vehicles at the ICD complex. He shall take over the empty container on the road vehicle within 4 hours of respective job orders and transport them to the designated places/factory for stuffing of export cargo on the chassis, and take back the loaded container after satisfying about the condition of the container, locks, seals, etc.on completion of the required formalities to ICD-Patparganj and transport the same to ICD-TKD/ICD Loni and hand over the loaded container after exchange of Equipment Interchange Report.

17.This operation will involve lift-on of empty/loaded containers to a road vehicle within 4 hours of respective job order for transportation from ICD to designated place for factory stuffing/de-stuffing and bringing back to ICD complex if the same could not be stuffed/destuffed (as the case may be) due to any reasons and stacking the same upto at least three high as per direction of Manager-ICD or an officer on his behalf.

While taking over the containers (loaded/empty) from the authorities at ICD-TKD/ICD Loni, he should satisfy himself about the condition of containers, damages, bulging etc. to the container, should be brought to the notice of concerned authorities in writing, failing which any claim from the shipping lines will be on his account.

In case the empty container of shipping line, required by the exporter is not available at the ICD, the contractor will arrange for the transportation of the empty container from the empty container yard at ICD-TKD/ICD Loni to ICD-PPG, move the empty container to the factory premises for stuffing, bring the loaded container to ICD for competing custom formalities and then move the loaded container to ICD-TKD/ICD Loni by road.

XXII. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR.

1. (i) The contractor shall carry out all items of services assigned or entrusted to him by the Manager-ICD, or an officer acting on his behalf and shall abide by all instructions issued to



him from time to time by the said officer(s). The contractor shall render the services to the best satisfaction of Manager-ICD, or any officer acting on his behalf, together with auxiliary and incidental duties, services and operations as may be indicated by the said officer (s) and which are not inconsistent with the terms and conditions of the contract. Some of such auxiliary and incidental duties are mentioned below. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the schedule of rates for services which are required to be performed as per directions of the Manager-ICD, or any officer acting on his behalf or any officer of customs for proper performance of the work, shall be deemed to be included, in the remuneration provided for various services specifically mentioned in the schedule.

Sl.No.	Activity – Particulars of Incidental Services
A	Handling of cargo/Container in the manner required by Corporation/ Customs authorities, whenever joint check/Survey is warranted due to defective seal etc. The contractor shall arrange for shifting/movement of cargo/container (Empty/Loaded) and stack the same at least three high by using appropriate handling equipment from one location/place to any other location/place within the same godown in ICD Complex/any place in the open yard of the ICD complex, PPG as per the direction of Manager, ICD, PPG or an officer acting on his behalf.
B	Weightment of all out-ward/in-ward, loaded container/cargo
C	Sealing / Riveting the containers and de-sealing / de-riveting the containers with suitable equipment tools.
D	Inventorisation (preparation of inventory) of goods (both in the sheds/open yard)
E	Housekeeping of containers and cargo to give the campus a neat look at any given point of time.
F	Proper cleaning of the CFS Complex (Godown/covered area, Container yard & surroundings) premises to be ensured after destuffing/ stuffing or shifting or delivery or any other operation performed in the premises.
G	Collection of all waste material, refuse dust, sweeping, rubbish etc. from the godowns/yard and dumping the same at the nominated places/containers.
H	Proper cleaning of Interior of the container before stuffing/after destuffing.
I	Lashing & Stacking of chocking/packing material viz. pallets etc in the designated area in CFS Complex.
J	Covering / uncovering cargo with tarpaulins, etc. except for bulk cargo in Railway wagons, for which separate provision is to be made.
K	Lifting loaded containers by crane for the purpose of closing the doors / sealing of containers. Opening and closing of doors of containers and warehouse shutters to facilitate loading and unloading of goods.
L	Any exit or entry formalities at Gateway Port/ Railhead or any other related formalities at Gateway Ports/ Railhead connected with movement of containers to and



	from the ports.
M	To provide manual/mechanical aid to facilitate Fumigation services
N	Any other incidental work not covered in Service Clause-XXII

- (ii) The Contractor shall pay all levies, fees, taxes and charges etc. to the appropriate authorities and other bodies, as required by them under their Rules for the vehicles, equipments, employees and workers engaged by the contractor. No reimbursement for such payments shall be claimed by the Contractor from the Corporation.
However, GST, as in force from time to time, wherever applicable, shall be payable to the Contractor by the Corporation, on the Contractor raising his Bill/Invoice, against services rendered by H&T contractor at ICD under Clause-XXI and after compliance of other requirements as per statutory/CWC guidelines.
- (iii) The contractor shall strictly abide by all rules and regulations of ICD-TKD/TKD-Rail Siding/ICD Loni/Loni Rail Siding/ICD-PPG and Police/City Corporation Authorities/RTO/Customs.
- (iv) The supervision of officers of the Corporation at the ICD-TKD/TKD-Rail Siding/ICD Loni/Loni Rail Siding and enroute, if any, is however, at the discretion of the Corporation. It will in no way minimize the responsibility of the contractor who will be bound under obligation to deliver all the containers at the ICD Complex at ICD-TKD/TKD Rail Siding/ICD Loni/Loni Rail Siding at Patparganj with original seals intact and the containers/cargo in sound condition. The contractor shall provide, only appropriate and suitable road units for transportation of containers as per the direction of the Manager-ICD.
- (v) The successful tenderer shall be required to sign as surety for on the continuity bond of appropriate value as desired by Customs, to be executed with them for safe transshipment of containers.
- (vi) The contractor shall, as and when required, be also responsible for routine cleaning of the interior of any type of container prior to stuffing to the satisfaction of the officer(s) supervising the stuffing/ dispatches. The remuneration for stuffing into container shall be deemed to include the remuneration for such routine cleaning of containers, as and when, to the extent, found necessary.
- (vii) Rent for contractor's office or garage (except minimum area allotted by CWC) in the ICD complex as also the charges for water & electricity utilized therein, by the Contractor shall be paid by the Contractor to CWC together with GST due thereon, at the rates as in force from time to time. The charges for the water and electricity utilized by the contractor either for his office/garage shall be paid to CWC/Port at its actual costs for garage / workshop and



contractor is at liberty to use calibrated sub-meters, after installing these at his cost at the tapping points.

- (viii) The contractor shall always be bound to act with reasonable diligence in business-like manner to use such skill as they possess in conduct of their activity. The contractor shall prepare and furnish documentation as per prescribed format at such intervals, as decided by Manager-ICD or any officer on his behalf.
- (ix) The contractor should have Registration from appropriate authority under “The Carriage by Road Act, 2007” and shall ensure to comply the relevant provisions in this regard. For any consequences arises due to failure in compliance of relevant provisions of “The Carriage by Road Act,2007”, the contractor shall be responsible. The Corporation shall be fully indemnified by the contractor against all the payments, claims and liabilities, whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of the above said Acts or similar other enactment’s of the country as they are at present or as they would stand modified from time to time, to the extent they are applicable to the establishment/work in the Corporation.
- (x) The contractor may handle food products at ICD and hence contractor should have/shall submit (before award/commencement of contract) notarized copy of Registration from FSSAI under “Food Safety and Standard Act,2006” and shall ensure to comply the relevant provisions in this regard. The Corporation shall be fully indemnified by the contractor against all the payments, claims and liabilities, whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of the above said Acts or similar other enactment’s of the country as they are at present or as they would stand modified from time to time, to the extent they are applicable to the establishment/work in the Corporation
- (xi) The Transport Contractor being GTA for CWC shall be issuing Consignment Note for transportation of goods by road between CFS/ICD and Railhead. He will discharge the role & responsibility of GTA.
- (xii) In line with the Government policy, the contractor shall be under obligation to make cashless payment of wages to workers i.e. by Account Payee cheque, RTGS, NEFT, Internet Banking, Cards, Aadhar enabled system, Unified Payment Interface (UPI), mobile banking etc. He shall keep records of payment and on Wage book / Register, the worker ‘s signature as proof of payment of wages shall be obtained.
- (xiii) The Contractor shall ensure to comply port regulations regarding safety/ security and other operational aspects while undertaking transportation of containers/H&T work.
- (xiv) H&T contractor in no way will be entitled for any benefit under Service Exports India Scheme (SEIS) or similar scheme introduced by the GoI or any other authority and shall



provide all required information/documents to Corporation, to claim SEIS/other such benefits.

- (xv) The contractor shall have to provide Mobile Telephone Facility (minimum one) to facilitate better coordination amongst the CWC officials responsible for monitoring the operations for which entire cost (including monthly bills) shall be borne by him. If the contractor fails to provide the said facility within One month from the date of commencement of the contract, Regional Manager, CWC, Delhi can make this arrangement (including one additional mobile phone with national roaming, if required) at the cost of the contractor and such decision shall be binding on the contractor.
- (xvi) Contractor shall provide one car/SUV in good working condition with driver at the disposal of the Manager-ICD for efficient operations. The contractor shall bear all expenses towards the car such as driver/petrol/Diesel maintenance/taxes etc. If the contractor fails to provide the said facility within One months from the date of commencement of the contract, Regional Manager, CWC, Delhi shall make this arrangement at the cost of the contractor and such decision should be binding on the contractor.
- (xvii) The general security for the ICD complex shall be provided by the CWC. It is the responsibility of the contractor to secure the cargo/containers both import/export before & after custom examination till they are delivered to the importer or handed over to the CONCOR/Road Movement Transporter for onward movement to the gateway ports. The security provided by the CWC will cover security of seals and lock of the containers and godowns. In the event of any tampering of seals/lock a joint survey by customs, CWC and the H&T representative will be conducted with reference to the inventory of cargo at the time of sealing of warehouse/containers.

2. HANDLING EQUIPMENTS AND VEHICLES FOR TRANSPORTATION:

- (i) The contractor shall provide adequate number of suitable handling equipments and vehicle for transportation of ISO containers of any type, weight, dimension and description. The equipments required shall comprise suitable road vehicles for transporting ISO containers, top lifter, heavy duty mobile cranes for handling of loaded/empty ISO containers, forklifts, stacking stands, spreaders and other appropriate equipment for handling heavy cargo etc. The minimum number of equipments and vehicles required for proper performance of the work at any time, shall be determined by the Manager-ICD and his decision in this regard shall not be called into question by the contractor.
- (ii) The equipment and vehicles will have to conform **to the requirements and prescribed specifications to the satisfaction of the Manager-ICD and** shall be put to use only after obtaining his approval. The contractor shall obtain the required license for operation of the vehicles and equipments from the authorities concerned and ensure that these are operated



- by experienced and qualified operators as per requirement of the local transport and other authorities and law. No equipment internal combustion engine shall emit undue smoke and all of them shall confirm to pollution control standard under the environment rules and regulations.
- (iii) The forklifts be painted in 'Traffic yellow' colour internationally approved for moving equipments.
- (iv) No compensation shall be admissible to the contractor in respect of the non-use or detention of any equipment or vehicle at any point of time during the period of contract.
- (v) It will be the responsibility of the contractor to deliver all the container at ICD-Patparganj/ICD-TKD/ICD-Loni with original seals intact and the containers/cargo in sound condition. The contractor shall provide adequate safe guards through bank guarantee or insurance cover or any other manner as per the directions of Manager-ICD.
- (vi) The equipments and vehicles being provided by the contractor shall conform to the requirement and shall be put to use only after obtaining the approval of the Manager-ICD, the contractor shall obtain license for operation of the vehicles and equipments from the authorities concerned and ensure that these are operated by experienced and qualified operators as per requirement of the local transport and other authorities of law.
- (vii) For efficient and smooth working of ICD-Patparganj, the following minimum equipments are required to be made available at all times by the contractor: -

S. No	Name and type of the equipments	Capacity	Minimum total requirement	Minimum to be owned	Manufacturing year on or after
	(1)	(2)	(3)	(4)	(5)
1	Reach Stackers	40 MT	2	NIL	Manufactured on or after 27.08.2015
2	Heavy Duty Mobile Cranes	30-40 MT	1	NIL	In Good Working Condition
3	Hydra/ crane	12 Tons or less	1	NIL	In good working condition
4	Forklift	10 MT	2	NIL	Manufactured on or after 27.08.2015
5	Low Mast Forklift	3 MT	15	5	Manufactured on or after 27.08.2015
6	Tractor Trailers	Capable to transport 20' & 40' loaded/empty containers	15	5	Manufactured on or after 27.08.2015
7	Hand Trollies	-	60	30	In Good Working Condition

**Note:**

- (a) Equipments mentioned at S. no 1,2,3&4, in the above table may be owned / hired or leased by the bidder. For hired/ leased equipment, the contractor may have tie-up with other supplier/ agency for which they would be required to submit a letter of commitment of tie-up with the equipment supplier/ agency as per Annexure VI.
- (b) For other equipments to be provided by the contractor for this work, the contractor should own the equipments as mentioned in column 4 of the above table and for the balance quantity they may have tie-up with other supplier/ agency for which they would be required to submit a letter of commitment of tie-up with the equipment supplier/ agency as per Annexure VI.
- (c) Nos. & capacities of items not given above for any item will be decided by Manager-ICD at the time of requirements. The above said requirement is not exhaustive. The contractor should also produce any other appropriate equipments required for carrying out any type of import/export operation. However, if the quantity of work increases, the contractor will have to increase at short notice the no. of equipments as per requirement. While submitting the tender, the tenderer should furnish the documentary proof of the source of availability of equipments.
- (d) The contractor should provide the prescribed equipments in good working condition. Alongwith the tender documents the tenderer is required to **furnish documentary proof of the source of availability of the equipments**. The Corporation while making technical evaluation reserves the right to satisfy itself about the availability of the equipments by the tenderer.
- (e) Bidders who do not own the equipment/s and vehicles of required model (year of manufacture) as specified in the tender document at the time of bidding but are in ownership of required number of equipment and vehicles of lesser model (year of manufacture) to fulfil the minimum eligibility criteria can also participate in the bidding provided they give an undertaking to the effect that in case they are declared successful and the contract is awarded to them, they bind themselves to purchase have the ownership in their of required vintage (year of manufacture) within 120 days of issue of LOI to fulfil the minimum ownership criteria as laid down in the tender document. This clause is applicable only for the owned equipments/vehicles. For hired or leased arrangement, the equipment/ vehicles should not be old than 27.08.2015.
- (f) Contractor shall ensure periodical replacement of equipment, vehicles to comply relevant provisions of Government guidelines. The equipment such as lift truck (front end loader, side loader or reach-stacker), vehicles, etc. of reputed make and in good working must have minimum residual life of 5 years and the contractor shall produce certificate to that effect duly certified by the manufacturer or a recognized inspection agency, as and when desired by CWC.
- (g) Document of ownership of Hand Trollies will not be a criteria for qualification and the bidder shall be allowed to deploy sufficient number of hand trolleys while taking up the work and shall have to provide the required number of Hand trolleys along with documents



within 60 days of start of the work.

- (viii) It shall be the responsibility of the contractor to transport the container from ICD-TKD/TKD-Rail Siding/ICD Loni/Loni Rail Siding immediately (after taking over the same from concerned authorities) to ICD complex at Patparganj, failure to do so will result in making good the losses by the Corporation by imposing a liquidated damages as stipulated under various items of clause XXI/XII. The decision of the Regional Manager, Central Warehousing Corporation, Regional Office, Delhi shall be final and binding on the contractor in this regard.
- (ix) It shall be the responsibility of the contractor to deliver all the containers at Central Warehousing Corporation, ICD Patparganj / ICD-TKD/TKD-Rail Siding/ICD Loni/Loni Rail Siding / designated places as per job order, with original seals intact and the container/cargo in sound condition. For the purpose of safe transportation, the contractor shall be required to indemnify the Corporation through a bank guarantee or insurance cover or in any other manner as may be prescribed by the Corporation. The decision of Regional Manager will be final and binding on the contractor in this regard.
- (x) The supervision by an officer of the Corporation at ICD TKD/ ICD Loni and en route for monitoring the progress of the work and to learn the latest position is, however, at the discretion of the Corporation. It will in no way minimize the responsibility of the contractor who shall be bound under obligation to deliver all the containers at Railheads/ Gateway ports or at ICD Patparganj or at any designated point with original seals intact and the containers/cargo in sound condition within the prescribed time schedule. The contractor shall provide only appropriate and suitable road vehicles/units for transportation of containers as per the directions of the Manager, ICD Patparganj/ The Regional Manager, Central Warehousing Corporation, Delhi or any officer(s) authorized by him.
- (xi) The contractor shall make his own arrangement for repair/maintenance of all equipment / vehicles deployed by him. A limited specified area in the ICD premises may be provided by Corporation free of cost on the request by the contractor. No other area shall be used for repairs/maintenance. The water and electricity connections will be given by the Corporation at the contractor cost and the consumption charges as per the tariff paid by the Corporation, will be deducted from the admitted H&T bills of the contractor. The minimum specified space shall be decided by the Manager-ICD/CFS and decision of the Regional Manager, CWC, Regional Office, Delhi in the matter of shall be final and binding on the contractor in this regard.
- (xii) The contractor should pay user fees at National Highways / Toll Plazas through Electronic Toll Collection Technology/FASTAGs and accordingly all vehicles should be fitted with tags sold by banks which should be affixed on the wind screen. Tag readers are available



on dedicated lanes over the Highways which permit a cashless transit of the vehicles without any waiting time.

(xiii). The contractor shall provide GPS Tracking system on all the vehicles deployed for movement of empty/loaded containers to and from ICD TKD/ICD Loni invariably. There will be a mechanism of monitoring system in place at ICD/ICD provided by the contractor under the control of Manager (ICD/ICD). The expenses on providing such system and its maintenance shall be borne by the contractor. In case the contractor fails to provide such system and its monitoring at the ICD or fails to maintain the same in working condition during the period of contract, the same will be got done by the Corporation at risk & cost of contractor and the charges shall be adjusted from any amount due to the contractor including fortnightly bills. The decision of the Regional Manager/Manager (ICD) shall be final and binding on the contractor, in this regard.

(xiv) **SAFETY:** It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

The contractor shall indemnify Corporation, against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

No unauthorized person should be allowed to work on the Trailers/equipment etc.

The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

(xv) All the operations shall be carried out in accordance with the directions given by the Manager-ICD or any officer acting on his behalf and the decision of the Manager-ICD, or in his absence, any officer immediately junior to him, will be final in any dispute arising about the proper performance of the operations.

(xvi) The HTC shall be liable to provide technical worthiness certificate for all the equipments certified by Chartered Engineer plying in the CFS, as and when required by the Regional Manager, and /or Customs Authorities for which the cost will be solely borne by the H&T Contractor.

(xvii) The contractor shall ensure strict compliance of deterrent provisions/sections under Motor Vehicles Act,1988 in respect of Maximum gross weight of the vehicles. The corporation in no way shall be responsible for any consequences in this matter i.e. contractor shall be solely responsible for violation of any section/provision of Motor Vehicles Act,1988 & relevant directions issued time to time by any court of law in this regard. In case of any



delay, damage etc to the cargo/container due to non-compliance of above referred provisions, the contractor shall be liable to make good to the Corporation the value of the goods including duty, penalties and fines as are leviable by the appropriate authority in addition to the claims of the Users. The action taken by the Regional Manager, CWC, Delhi, in this regard will be final and binding on the contractor.

- (xviii) The successful tenderer shall ensure that all equipment, trailers as required under NIT/Tender, are physically verified at ICD Patparganj by CWC officers, within 30(thirty days) of award of contract, failure to comply this requirement, may lead to penalty as provided in the tender document.

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

- i) The contractor shall provide adequate number of supervisors, loaders, Tally Clerks, Data entry Operator and other workers at all the operational points at ICD complex at Patparganj to ensure proper handling and movement of containers and performance of incidental services with the utmost expedition. The supervisors/loaders/Tally Clerks/ Data entry Operator and other workers will have to be engaged by the contractor as and when required. Full details about their names, addresses both local and permanent and three copies of their photographs (passport size) will be furnished to the Manager-ICD. They will also be provided with necessary photo identity cards by the contractor. They will be required to display the same on their uniform all the times. Any short-term appointment in any category of such workmen will be made only after due intimation to the Manager-ICD and after furnishing the personal details of the employees. If the Manager-ICD is not satisfied with the work of any person engaged by the contractor or whose antecedents are doubtful, the contractor shall not employ such person for any work relating to this contract. At the sole discretion of Manager-ICD, he may prevent/permit the entry/exit of any labour and he need not assign any reason either orally or in writing for such a decision. No employee of contractor shall receive any tips, reward or any type of charges from any person in consideration for any service rendered in the ICD Complex.
- ii) The contractor shall pay all levies, fees, taxes and charges etc. to the appropriate authorities and other bodies as required by them under their rules for the vehicle equipment employees and workers engaged by him. These charges shall be borne by the contractor. No reimbursement for such payments shall be claimed by the contractor from Corporation.
- iii) The contractor shall provide uniform of different and distant colours to the various category of his workmen with their names and category embossed on their uniform. The contractor shall also provide reflector along with the helmet and other safety equipment to all his workmen in compliance to safety and occupational health hazards.



- iv) All loaders/supervisors/employees of the contractor will be required to sign the attendance register to be maintained by the contractor at the time of their reporting for duty and departure on completion of day's work.
- v) The loaders, supervisors and all other employees of the contractor shall be subject to the security regulations of the Corporation including search by the security personnel of the ICD, Patparganj at the time of their departure from the ICD complex. The contractor shall also provide reflector along with the helmet and other safety equipment to all his workmen in compliance to safety and occupational health hazards.
- vi) The contractor shall ensure that delicate fragile/sensitive cargo/packages are handled carefully and as per directions given on the packages/baggages or as per the directions of Manager-ICD Patparganj or any officer acting on his behalf.
- vii) The contractor may be required to work during such hours of the day as prescribed by the Manager-ICD. The duration of work or day may be fixed by the Manager-ICD for any length of time during the currency of this contractor. The work shall be carried out in eight hourly shifts, round the clock depending upto the quantum of work.
- viii) All operations covered under this contract shall be carried out by the contractor strictly under the directions of the Manager-ICD or any officer acting on his behalf. Each operation should be completed within the time in which it is ordered to be completed. The decision of the Manager-ICD in this regard will be final and binding on the contractor.
- ix) **The contractor would be responsible to make good the losses for any delay in the work besides paying the penalty.**
- x) This be noted that the payments for ISO containers more than 20' in length will be treated as 40' container only irrespective of its size being 30', 35' or 45' etc. and payment of such containers will be regulated as per rate for 40' only. However, the height of the container will not be taken/given cognizance of as far as the rates are concerned. The rates of over dimension/oversize cargo/flat rake/open top/Tank containers shall also the same. The rates for Containers/ goods with Hazardous nature etc will also be paid as per approved rates by the Corporation in Price Bid/Appendix-I.
- xi) The Corporation shall provide general security for the ICD premises. The contractor shall have to take care of the container/cargo within the premises (covered/open) and it is the responsibility of the contractor for securing the cargo of all kind, before and after the custom examination till they are delivered to the concerned authorities or cargo is shifted back into container and the container is sealed/Locked. If any damage to the cargo/container



- noticed due to mishandling or negligence on the part of labourers/ machine operators, the contractor will be responsible and shall ensure to make good the same.
- xii) The contractor shall also reimburse the cost of electricity on actual basis consumed by them in connection with the carrying out the operations by using machineries, equipments etc. electrically operated.
- xiii) The Corporation depending upon the volume of work at his discretion may appoint one or more contractors either for all items of work or for specific item of work.
- xiv) The ICD is likely to operate 07 days a week and 8 hours each a day and the contractor shall be bound to undertake the jobs on all days of week. The increase in no. of working hours would solely be at the discretion of the Manager-ICD, Patparganj and his decision in this regard would be final and binding.
- (xv) The contractor shall correlate with all concerned users' agencies, Port/Railway Authorities, Customs and CWC offices to ensure smooth operations and to give feedback regarding location/stage of EXIM containers and if required, the Contractor shall maintain office at GWPs/Other designated ICD etc.
- (xvi) The contractor is free to engage any number of labours or machinery apart from the minimum required under the tender requirement. However, the payment by CWC will only be made as per the rates prescribed for each operation under the contract, irrespective of the number of labour or machinery engaged by the contractor. All the liabilities arising out of any rule or act of the government concerning the payment to labours shall lie with the contractor only he will always keep CWC fully indemnified against all such claims.

4. **SUBMISSION OF STATEMENTS: -**

The H&T Contractor shall prepare and submit the following statements daily/monthly in the format prescribed/approved by the CWC:

i. **Daily Reports:**

- (a) Trucks/cargo unloaded in the Warehouse.
- (b) Container stuffed including tally sheets.
- (c) Container de-stuffed including tally sheets.
- (d) Trucks/cargo/container loaded from the warehouse.
- (e) Movement of empty/loaded containers to & from ICD-TKD/ICD Loni.
- (f) Lift-on/lift-off of containers from private vehicles.

(ii) **Monthly Reports: -**

- (a) Detailed reports shipping line-wise of handling of inward/outward traffic in terms of TEUs during the month.
- (b) Total number of packages/units received and delivered during the month.



5. DERIVING OF RATES FOR EXTRA/SUBSTITUTED ITEMS:

The rates for any new items on substituting the existing item by a modified item would be derived strictly in the manner given below by the Regional Manager, CWC, RO, Delhi:

- (i) As far as possible the rates of new item of work or part work would be derived from the existing rate schedule based on the by & large similar nature and would be acceptable to the contractor.
- (ii) However, on any account, it is not possible to derive the rates from the existing schedule; the rate prevailing in the said ICD or nearby CFS/ICD would be applicable if the rates are ascertained by the CWC as reasonable.
- (iii) If no such operations or its rates are available even in the nearby CFS/ICD, market rate would be ascertained by CWC and paid for.

The decision of the Regional Manager, CWC, Regional Office, Delhi in this regard would be final and binding on the contractor.

XXIII: LIABILITY AND INDEMNITY

- (i) The contractor shall at all times be severally liable and responsible for the due fulfillment of any and every obligation assumed towards this contract.
- (ii) The contractor shall at all times indemnify and hold harmless from any claim, loss, damage, cost and expense which may suffer or be subjected to as a result of anything done or performed or caused to be done or performed or omitted to be undertaken by Contractor in regard to the Premises, the facilities or activities.

The decision of the Regional Manager, Central Warehousing Corporation, Delhi in this regard shall be final and binding on the contractor.

XXIV.FORCE MAJEURE

If the performance of obligations under this Agreement is prevented, restricted or interfered with by reason of any contingencies which are outside the control of a Party, the Party so affected shall not be liable to perform the terms of the Agreement to the extent of such prevention, restriction or interference. Such contingencies shall be limited to flood, fire explosion, earthquake, explosion, riots, acts of terrorism, Acts of God, acts of Government and war, whether declared or not, or enemy action, strike, civil commotion and similar events which are absolutely beyond the control of the party and shall not include aspects which merely increase the costs or expense of performance or aspects such as labour disputes, strike or employee's unrest.

The obligation to perform during the period of and under this Agreement shall



arise again immediately upon the termination of the contingency or such moderation of the contingency so that performance is no longer prevented, restricted or interfered with.

Any Party desiring to invoke force majeure shall notify the other Party of the occurrence of the contingency in question within a period of 30 days time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

In the event the force majeure situation continues for a period exceeding 180 (one hundred & eighty) days either party may terminate the agreement by giving 30 (thirty) days' notice to the other party and on the expiry of the notice period the Agreement shall terminate for all intent and purposes and subject only the consequences provided in **Article XX of the Arbitration Clause**.

XXV. 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.

REGIONAL MANAGER
Central Warehousing Corporation
Regional Office, Delhi



APPENDIX-I

SCHEDULE OF RATES



APPENDIX-II

Stamp Paper of Rs. _____

AGREEMENT

The Central Warehousing Corporation having agreed to award the contract of Handling & Transportation of containers/cargo at Inland Container Depot at Patparganj, Delhi in response to the submissions of sealed tender by me/us on _____ to the Regional Manager, Central Warehousing Corporation, Regional Office, Delhi., opened on _____ and accepted by the Central Warehousing Corporation vide award letter No. _____ dated _____

I/We (here enter full name and address of the contractor) _____ am/ are executing this agreement on _____ and hereby confirm that I/we have thoroughly examined and understood the terms and conditions of the invitations of tender bearing No. _____ dated _____ issued by the Regional Manager, Central Warehousing Corporation, Regional Office, Delhi for appointment of Handling & Transport Contractor in respect of handling & transportation of container/cargo and other incidental services etc. and agree to abide by them.

I/we/am/are willingly undertaking the said work consequent on the approval of the tender submitted by me/us to the Regional Manager, CWC, Regional Office, Delhi the rates specified in the **Appendix-I** hereto which form part of this agreement and as per terms and conditions of the tender.

I/ We hereby undertake, to stand as surety for CWC on the continuity bonds of appropriate value, filed by the CWC with customs authorities for safe transshipment of containers.

I/we assure the said Corporation that I/we will undertake the said work to the best of my/our ability at all stages during the tenure of the contract. The agreement will remain in force for a period of five (05) years with effect from _____.

()
Authorized Signatory
Capacity in which signing

WITNESSES:

- 1.
- 2.

WITNESSES:

- 1.
- 2.

Regional Manager
For and on behalf of the
Central Warehousing Corporation



APPENDIX-III

MODEL FORM OF BANK GUARANTEE BOND

1. In consideration of the Central Warehousing Corporation, New Delhi (hereinafter called 'the Corporation') having agreed to exempt M/S. _____ [hereinafter called 'the said contractor(s)] from the demand, under terms and conditions of an agreement dated _____ made between _____ & _____ for _____ (hereinafter called the said agreement) of Security Deposit for the due fulfillment by the contractor(s) of the terms and conditions contained in the said agreement on production of bank guarantee of Rs. _____ (Rupees _____) we, _____ (hereinafter referred to as 'the bank') at the request of _____ [contractor(s)] do hereby undertake to pay the Corporation an amount not exceeding Rs. _____ (Rupees _____) against any loss or damages caused to or suffered or would be caused to or suffered by the corporation by reasons of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.
2. We _____ (indicate the name of bank) do hereby undertaken to pay the amounts due and payable under this guarantee without any demur, merely on demand from the corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the corporation by reason of breach by the said contractor(s) failure to perform the said agreement. Any such demand 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 agreement shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
3. We undertake to pay to the corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We _____ (indicate the name of 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 agreement and that it should continue to be enforceable till all the dues of the corporation under or by virtue of the said agreement has been fully paid & its claim satisfied or discharge or till _____ corporation certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a



demand or claim and this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (indicate the name of bank) further agree with the corporation that the corporation shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation, or extension being granted to said contractor(s) or for any forbearance, act or omission on the part of the corporation any indulgence by the corporation to the said contractor(s) 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. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/supplier(s).
7. This bank guarantee will remain operative not only for the entire period of the contract but also for a minimum period of one year even after completion/termination of the contract or till corporation certifies that the terms and conditions of the said agreement have been fully & properly carried out by the said contractor(s), so as to satisfy the claims of the corporation against the contractor, if any, for the contract to which the guarantee relates.
8. We _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of corporation in writing.
9. *This branch (Guarantee Issuing branch) is competent to issue this guarantee and is also empowered to encash the claim of the Beneficiary without reference to or prior approval of higher level or higher officer (s) of the Bank.*
10. *Notwithstanding anything herein contained, the Bank's liability under this guarantee shall be limited to Rs.....(Rupees..... only) and stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand is made upon the bank in writing on or before (date) (with claim period of 6 months) and all your rights under the said guarantee shall be forfeited and the Bank shall be deemed to be relieved and discharged from all liabilities thereunder.*

Dated the _____ day of _____

For _____
(indicate the name of bank)

**ANNEXURE-I****MSME DECLARATION**

To be submitted on stamp paper (of 10 /- minimum) duly attested by Notary Public (duly affixed with Notarial revenue stamp; and with Notary Seal; and Notary Registration number etc.)

I _____ S/o/D/o/W/o _____ Managing Director */Director*
/Proprietor*/Partner* of M/s _____ located at _____.

Do hereby solemnly affirm and declare as under: -

1. The company is a Micro/Small Enterprise as per the Govt. of India definition; and has been functional at the time of bar code registration.
2. The company continues to be a Micro/Small Enterprise and functional as on date.
3. As per books of accounts, the total investment (original purchase value) in Plant and Machinery in the company as on the date of submission of bids is Rs. _____ which is within the limit prescribed in MSME Act.
4. i) Udyog Aadhar Memorandum (UAM) number of our company is _____
ii) We hereby confirm that we have declared the UAM number on Central Public Procurement Portal (CPPP)
iii) We are aware that non-declaration of UAM number on CPPP will make us ineligible to enjoy the benefits as per Public Procurement Policy for MSME order, 2012.
5. Required Certificate is uploaded in technical bid documents.

Signed on _____

DEPONENT

VERIFICATION

Verified that the contents of the affidavit are true to the best of my knowledge and belief.

DEPONENT

Place:

Date:

Note: - * Strike out whichever is not applicable

**ANNEXURE-II****Experience Certificate:****(On the letter head of the Company issuing the certificate)**

“This is to certify that M/s _____ have worked as our Handling and / or Transport contractor for the work of handling and / or transpiration of ISO / DSO containers and their performance was found satisfactory. The details of containers handled / transported by them during the previous _____ years have been as under: -

Sl.No.	Year	No. of containers (TEUs)		Place of work	Value of work done (Rs.)
		Handled	Transported		
1.					
2.					
3.					
4.					
5.					

Signature

Date:

Name & Designation of signing authority

Seal of the Company / Organization

**ANNEXURE-III****DECLARATION****(To be given by tenderer on letter head and ink signed)****Ref.: Tender for Handling & Transport contract at, CFS/ICD_____.**

I/We hereby solemnly undertake that:

1. Whether your firm or any of its partner/company had been blacklisted by CWC, FCI or any Central / State Govt. / PSUs or Local Govt., Deptt/ Autonomous Body and is debarred from participation in the tender process as on last date of submission of bid?	Yes/No
2. Whether your or any of the partner of the partnership firm's contract was terminated before expiry in last three years of Contract period by CWC, FCI or any other Public Sector/ Govt./Quasi Govt. Organization/ any other client. during the last three years as on the last date of submission of bid?	Yes/No
3. Whether proprietor/partner/Director (as applicable) has been convicted by any judicial court for an offence sentenced to three years rigorous imprisonment or more and has not been acquitted?	Yes/No/ Acquitted by Higher Court

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

4. I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company mentioned at Sl. Nos. is/are common/ not common (Strike off whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/ Director in other firm who has also applied for pre-qualification against same advertisement, please mention the name of the Firm/Firms.
5. 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
Telephone/Fax No.

(Signature & Seal)
(Authorized Signatory)



ANNEXURE -IV

**UNDERTAKING TO BE GIVEN BY THE BIDDERS DOWN LOADING TENDER
DOCUMENT FROM CWC WEBSITE
(ON THE LETTER HEAD OF THE TENDERER)**

Ref.: Tender for Handling & Transport contract at, CFS/ICD _____.

THE REGIONAL MANAGER

CENTRAL WAREHOUSING CORPORATION,

REGIONAL OFFICE,

I/We..... the authorized signatory of the. (Name of the Company/Firm/Association/Consortium/Joint Venture) certify that I/we have downloaded the tender document in respect of regular H&T contract at CFS/ICD _____, before the due date and time and no addition /modification/alteration has been made in the original document down loaded from CWC website. If at any stage, any alteration/modification is noticed in the Original Document by CWC, I/We will abide by the terms and conditions contained in the original tender document, failing which CWC reserves the right to reject the tender and / or cancel the contract part from forfeiture of EMD.

I/we further undertake to indemnify CWC for any losses, accrued due to alteration/modification made/ observed in the terms and conditions, including General Conditions of the tender downloaded from the website.

Date: _____

Signature of the authorized signatory.

With seal



ANNEXURE – V

DEPLOYMENT PLAN FOR EQUIPMENT, TRAILERS AT CFS /ICD**(On letter head of tenderer)**

In response to your Tender Notice No.-----dated inviting offers for Hd contract at CFS/ICD _____, I/We -----(name of the firm/company) propose to deploy the equipments / vehicles asked for in the tender as

S/No	Particulars (equipment/trailer) & Registration no.	Month & Year of Mfg	Owned/ Tie-up	Present Location of deployment
	Equipments			
1	Reach Stacker-40 MT			
	Reg. No.			
	Reg. No.			
2	Mobile Crane-30-40 MT			
	Reg. No.			
3	Hydra Crane-12 or less MT			
	Reg. No.			
	Reg. No.			
4	Forklift-10 MT			
	Reg.No.			
	Reg.No.			
5	Forklift-03 MT			
	Reg.No.			
6	Tractor-Trailers			
	Reg. No.			
	Reg. No.			
	Reg. No.			
	Reg. No.			
	Reg. No.			
	Reg. No.			

i) The equipments mentioned above meet all the specifications of capacity, make, type, year of



manufacture, etc as specified in the tender.

- ii) We hereby agree to submit our equipment / vehicles for inspection by CWC officials prior to commencement of the contract / within the stipulated period to verify that the equipment / vehicles meet the specified criteria and that the documents are valid and in order. It is also agreed and understood that in case of delay in positioning of equipment meeting the requisite criteria within the stipulated period, penalties would be leviable on us by CWC as stipulated in tender document.
- iii) We hereby agree and undertake that the equipments as offered above will not be withdrawn for the duration of the contract as agreed to above.

Name of authorized signatory
Signature



ANNEXURE-VI

**CONSENT/TIE-UP LETTER
(FROM OWNERS OF HIRED EQUIPMENT ON THEIR LETTER HEAD)**

Ref.: Tender for Handling & Transport contract at, CFS/ICD_____.

I/We _____ being the proprietor/Pa
_____(Proprietorship / partnership firm/company) bei
equipment as per detailed given below, desires to hire out the following equi
_____, who is participating in tender for H&T work at CWC
by CWC:

Equipment/Vehicle	Registration Nos. *Make/Model No.

The equipments / vehicles mentioned above shall be hired out by us to M/s. -----(tenderer) for the entire duration of the contract, (contract period of **Five (5) years**, starting from the date of commencement of the contract, (if awarded by CWC to the party) .

- a. We have no objection to the equipment / vehicles being utilized for handling / transportation activities in CWC – CFS/ICD_____as per instructions of CWC.
- b. I / We hereby agree and undertake that the equipment as offered above will not be withdrawn for the duration as indicated above.

Name of authorized signatory
Signature
Seal of the firm



Annexure-VII

**UNDERTAKING TO BE GIVEN BY THE TENDERER REGARDING
PROVIDING REQUIRED EQUIPMENTS & HAND TROLLYES ETC
(ON THE LETTER HEAD OF TENDERER).**

**Ref.: Tender for Handling & Transport contract at,
CFS/ICD_____.**

“I/We _____ (Name of tenderer) hereby undertake that : I/We shall provide Hand Trolleys, specialized cargo handling equipment like Pay loader & Other appropriate equipments, spreaders including attachment of forklift for handling of diversified type of packages as per requirements, as & when asked by the Manager(CFS/ICD _____ or any other officer acting on his behalf or authorized by him for this purpose.”

I/We _____ undertake that following equipments/trailers of old models being offered in tender for H&T work at _____, shall be replaced with required models/make as per NIT, within 120 days of notice issued by Manager(CFS), _____ or any other officer acting on his behalf or authorized by him for this purpose.” :

S/No	Name of equipment/ trailer	Make	Registration No	Mfg. Year

Name of authorized signatory
Signature
Seal of the firm



ANNEXURE-VIII

**AFFIDAVIT
(For Sole Proprietary Firm)**

Ref.: Tender for Handling & Transport contract at, CFS/ICD_____.

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

.....

.....

DEPONENT

Place:

Date:

VERIFICATION

Verified that the contents of my above said affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed there from.

DEPONENT

Place:

Date:



ANNEXURE –IX

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

(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 meeting, 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 case H&T tenderers is 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:

Name:

Address:

Occupation:

Witness2:

Name:

Address:

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.**



ANNEXURE -X

Net Worth Certificate

(TO BE ISSUED BY CA FIRM)

The Net Worth of. /Ms./M/s _____ for last financial year _____ is Rs. _____ Lakhs as per his/her/their books of Accounts.

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

Signature of Chartered Accountant

Name:

Membership No.:

Seal:



ANNEXURE-XI

UNDERTAKING
(compulsory ink signed)

Ref.: Tender for Handling & Transport contract at, CFS/ICD _____

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

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

Date:

Authorized signatory



ANNEXURE-XII

COMPLIANCE TO BID REQUIREMENT

(To be signed by the authorized signatory who is signing/uploading the Bid)

Ref.: Tender for Handling & Transport contract at, CFS/ICD _____

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.

Stamp and signature of the bidder: _____

Name of the bidder: _____

NOTE:

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

Annexure-XIII

PRE-CONTRACT INTEGRITY PACT
(Compulsory Ink signed on each page)

General

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

WHEREAS the CORPORATION proposes to appoint Handling and Transport contractor at **ICD, Patparganj** and the BIDDER is willing to execute the items of work / Section as per schedule of work, the work order issued General conditions of the contract of CWC.

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

NOW, THEREFORE,

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

Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

[1] Commitments of the Corporation



[1.1] The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

[3] **Commitments of BIDDERS**

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

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



advantage in the bidding, evaluation, contracting and implementation of the contract.

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

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

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

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

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] 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 middle man or agent or broker with a view to securing the contract.

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.

- [ix] 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.

[5.1] The CORPORATION will be entitled to take all or any of the actions mentioned at para 5 (i) to (ix) 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.

[5.2] 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.

[6] Independent Monitor



- [6.1] The CORPORATION has appointed Independent Monitors (herein after referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission Shri Diwan Chand Arya, Flat No. B2A-102, Golf Link Residency, Sector-18-B, Dwarka, Delhi-75 and Shri Shahnawaz Ali, Flat No. 301, SMR's OosmanVinay Heights, Keshav Nagar, Mettuguda, Secunderabad-500017 have been appointed.
- [6.2] 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.
- [6.3] The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- [6.4] Both the Parties accept that the monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- [6.5] 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.
- [6.6] 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 Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- [6.7] 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.
- [6.8] 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.
- [7] 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.



[8] Law and Place of Jurisdiction

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

[9] 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.

[10] Validity

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

[10.2] 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.

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

CORPORATION
Name of the Officer
Designation

BIDDER

Witness
1. _____

Witness
1. _____

2. _____

2. _____



ANNEXURE-XIV

(AFFIDAVIT ON NON-JUDICIAL STAMP PAPER OF RS ONE HUNDRED VALUE)

Ref.: Tender for Handling & Transport contract at, ICD, Patparganj .

NO CRIMINAL OFFENSE AFFIDAVIT OF THE PROPRIETOR(S)/DIRECTOR(S)/ PARTNER(S) OR OWNERS OF THE COMPANY INCLUDING FIRM/COMPANY/ CONSORTIUM / JOINT VENTURE / SOLE PROPRIETARY FIRM/PARTNERSHIP FIRM CONFIRMING THAT NO CRIMINAL CASES ARE PENDING AGAINST THEM

I Mr./Ms. _____ son/daughter of _____, INDIAN and residing at (FULL ADDRESS inc city, state, pin code) do hereby solemnly affirm and sincerely state as follows: -

I SAY THAT I/We wish to participate in the open tender enquiry of Central Warehousing Corporation for an appointment of contractor for Handling & Transportation work at ICD-PATPARGANJ as per the terms and conditions of the Tender Enquiry No. **TENDER NO:**

I declare that there is no CRIMINAL OFFENCE REGISTERED/ PENDING against me in the Court of Law.

I say that the penalty as imposed by CWC will be accepted to me in case, the particulars declared herein are found contrary later on.

I further undertake to submit the police verification report within 30 days of award of the contract by CWC. (In case of contract is awarded to me or the company I represent)

(Bidders signature and seal with designation)
DEPONENT

VERIFICATION

I Shri..... ages about.... years, Designation..... the PROPRIETOR(S)/DIRECTOR(S)/PARTNER(S) OR OWNERS OF THE COMPANY INCLUDING FIRM/COMPANY/ CONSORTIUM / JOINT VENTURE / SOLE PROPRIETARY FIRM/PARTNERSHIP FIRM beg to state on solemn affirmation that the particulars furnished by me in forgoing paragraphs is true and correct and that I have not concealed or misrepresented any facts.

(Bidders signature and seal with designation)
DEPONENT
(Notary's sign)



Annexure-XV

**UNDERTAKING TO BE GIVEN BY THE TENDERER REGARDING
REGISTRATION UNDER EPF, LABOUR LICENSE, THE CARRIAGE BY ROAD
ACT,2007 AND FOOD SAFETY AND STANDARD ACT,2006
(ON THE LETTER HEAD OF TENDERER).**

Ref.: Tender for Handling & Transport contract at, CFS/ ICD, Patparganj .

THE REGIONAL MANAGER

CENTRAL WAREHOUSING CORPORATION,

REGIONAL OFFICE,

DELHI.

I/We..... the authorized signatory of the.

..... (Name of the Company/Firm/Association/Consortium/Joint Venture) undertake that presently I/we are not having required certificate in respect of EPF REGISTRATION, LABOUR LICENSE (Strike out which is not applicable), but the same shall be submitted to CWC before commencement of work or as & when asked by CWC.

Regarding registration under The Carriage by Road Act, 2007 and Food Safety and Standard Act, 2006, I/we undertake to obtain required registration from appropriate authority before commencement of work or as & when asked by CWC. I/we further undertake to comply all rules and regulation of the said act(s) and we will be responsible for all pros and cons in this regard apart from to indemnifying the CWC.

Signature of the authorized signatory.

With seal

**ANNEXURE – XVI-A****PRINCIPLES OF THE MEMORANDUM OF UNDERSTANDING TO BE EXECUTED
BETWEEN THE MEMBER ENTITIES OF A BIDDING CONSORTIUM**

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

1. The MOU should clearly specify the roles and responsibilities of each of the Member Entities. It is expected that the individual members have role definitions not conflicting with that of the other members of the consortium. The operational responsibility should be assigned to only one of the Member Entities.
2. The MOU should clearly designate one of the Member Entities as the Lead Member.
3. The Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders, etc. of the Member Entities.
4. The MOU should be duly signed by each of the Member Entities.
5. The MOU should be executed on a stamp paper of appropriate value.
6. The MOU should be specific to the Project.
7. The MOU shall provide that each of the member entities shall be a party to the agreement with CWC and shall be jointly and severally responsible and liable to fulfill all the obligations to be assumed by the Bidder under the agreement with the CWC at all times during the period of the validity of the agreement.
8. The MOU shall provide that no Member Entities shall withdraw from the agreement with CWC without the prior written approval of CWC, which CWC may refuse if in CWC's opinion such withdrawal will be prejudicial to the interest of CWC.
9. The MOU shall provide that if the Member Entities desire to establish a Special Purpose Vehicle (SPV) to implement the agreement with CWC, the same shall be (a) a company incorporated under the Companies Act, 1956; (b) the company's sole business shall be to undertake the maintenance and operations of the facilities for which CWC may select the Bidder and the Special Purpose Vehicle shall not undertake any other activity without the prior approval of CWC; (c) the Lead member shall hold minimum of 40% of the voting shares in the Special Purpose Vehicle and out of the balance at least 20% of the voting shares shall be held by other Member Entities and (d) notwithstanding the Special Purpose Vehicle, responsibilities, obligations and liabilities of member entities to CWC shall continue without any change.

**ANNEXURE – XVI-B****FORMAT OF THE LETTER OF COMMITMENT FROM CONSORTIUM/JOINT VENTURE PARTNERS**

(The Letters of Commitment are to be submitted by each of the Promoters/Affiliates of the Bidding Party/Company/Member Companies of the Bidding **Consortium/Joint Venture** whose strengths are to be considered for calculation)

The Regional Manager,
Central Warehousing Corporation,

Dear Sir,

Sub.: Handling & Transport contract at ICD, Patparganj Reg.

This has reference to the Tender being submitted by _____ (name of the Lead Member), in respect of the _____ venture, in response to the tender for appointment of Handling & Transport contractor at -CFS, -----, ----- . The tender document has been downloaded by us on _____/issued by the Central Warehousing Corporation on _____.

We hereby confirm the following:

1. We _____ (name of the member Company), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
 - The “Tender” document issued by
 - All subsequent communications between and the Bidder, represented by _____ (name of the Lead Member) if any;
 - (The MOU signed between/among _____ (name(s) of member Companies); and
 - The tender being submitted by _____ (name of the Lead Member).
2. We have satisfied ourselves regarding our role as _____ (here give a brief description of the role) in the Contract as specified in the Tender. If _____ (name of the Bidder/ Bidding Company /Bidding Consortium/Joint Venture) is awarded the Contract, we shall perform our role as outlined in the Tender to the best of our abilities. The nature of our legal relationship with the Bidder/Bidding Company/Member Companies of the Bidding Consortium/Joint Venture is specified in the Tender, as per the requirements stated in the Tender.
3. We shall be jointly and severally liable and responsible for the due and faithful Implementation of all obligations of the Agreement with.



4. We therefore request to consider our strengths, our experience, and our track record as specified in the proposal pursuant to the conditions specified in the Tender, for the purposes of evaluation of the Tender.

For and on behalf of:

Signature:

(Authorized Signatory)

Name of the Person with designation:



ANNEXURE-XVII

PROFILE OF THE TENDERER
(On tenderer letter head and ink signed)

Sub.: Handling & Transport contract at ICD Patparganj Reg.

1. a) Name
- b) Country of incorporation
- c) Address of the corporate headquarters and its branch office (s), if any in India.

2. Brief description of the tender including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.

3. Details of individual(s) of the tenderer (Lead member in case of Consortium) who will serve as the point of contact/communication with CWC.
 - a) Name :
 - b) Designation :
 - c) Company :
 - d) Address :
 - e) Telephone Number :
 - f) E-mail Address :
 - g) Fax Number :

4. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Tenderer:
 - a) Name :
 - b) Designation :
 - c) Address :
 - d) Phone No. :
 - e) Fax No. :

5. PAN No. of Tenderer
6. GST Registration No.

7. **TENDERER'S BANKS DETAIL: -**
 - a. Bank Account No



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

8. In case of a Consortium:

- a) The information above (1-4) should be provided for all the members of the consortium.
- b) Information regarding role of each member should be provided as per table below:

Sl.No.	Name of Member entity	Role as per MoU
1.		
2.		
3.		
4.		

9. No. of Employees :

10. Net worth Turnover and profit for last three financial years (in case of Consortium, the details of lead member to be given). The copy of audited account be enclosed.

	Net worth	Turnover	Profit
2017-18	:		
2018-19	:		
2019-20	:		

Signature of Power of Attorney Holder (s).....

Name.....

Designation.....

Date.....

Phone No.....

Fax No.....

Seal



ANNEXURE-XVIII

CHECKLIST REGARDING UPLOADING OF DOCUMENTS

Sub.: Handling & Transport contract at ICD PATPARGANJ Reg.

CHECK POINTS FOR UPLOADING OF TECHNICAL BID DOCUMENTS BY THE TENDERER

Sl.No.	Activity	YES/NO/NA	Remarks
1(a)	(a) Whether copy of Partnership deed and GPA duly signed by all the partners uploaded in case tenderer is a partnership firm; or		
1(b)	(b) Copy of Certificate of Incorporation, Memorandum of Association and Articles of Association uploaded in case tenderer is a Company along with, copy of power of authority to sign the document also to be uploaded;or		
1(c)	(c) Copy of Registration Certificate in case of LLP, Partnership deed and copy of power of attorney as may be applicable uploaded.		
1(d)	(d) Copy of Registration Certificate in case of Co- operative Society, By Laws of society, copy of Resolution for authorization to participate in tender process and power of attorney as may be applicable uploaded.		
2	Whether copy of audited balance sheet for preceding three financial years as per eligibility criteria uploaded. (Where the tenderer is not under legal obligation to get his Accounts audited, he can submit a Certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit After Tax for preceding three financial years)		
3	Whether copies of audited statement of Profit & Loss for the past three Years uploaded?		
4	Whether certificates Regarding average annual turnover Duly certified by a Chartered Accountant uploaded?		



Sl.No.	Activity	YES/NO/N A	Remarks
5	Whether copy of valid GSTN Certificate is uploaded		
6	Whether Copy of Bank Statement uploaded		
7	Whether Copy of PAN unloaded		
8	Whether proof of EMD uploaded.		
9	Whether proof of cost of tender document uploaded.		
10	Whether digitally signed Tender Form and Tech. bid form uploaded?		
11	Whether rates in the rate Bid schedule uploaded? (Appendix. -I)		
12	Whether MSME Registration document and declaration, (Annexure-I) uploaded?		
13	Whether Work Experience Certificate (Annexure-II) uploaded?		
14	Whether -certificate Regarding black listing etc (Annexure-III) uploaded?		
15	Whether Undertaking of downloading of tender document (Annexure-IV) uploaded?		
16	Whether List of equipment, vehicles owned/tie- up (Annexure-V) uploaded?		
17	Whether Consent for Tie-up arrangement (Annexure-VI) uploaded?		
18	Whether Undertaking to provide required equipment/trailers (Annexure-VII) uploaded?		
19	Whether Sole proprietor Affidavit (Annexure-VIII) uploaded?		
20	Whether POA in favour of Partner/ Authorized person (Annexure-IX) uploaded?		
21	Whether Net Worth Certificate (Annexure-X) uploaded?		
22	Whether by the person signing the tender (Annexure-XI) uploaded?		
23	Whether Compliance of Bid requirement (Annexure-XII) uploaded?		
24	Whether Pre-contract Integrity Pact (Annexure-XIII) uploaded?		
25	Whether Police verification report or Undertaking		



	(Annexure-XIV) uploaded?		
26	Whether Copy of EPF Registration, Labour License, The Carriage by Road Act'2007 and Food Safety and Standard Act,2006 OR Undertaking (Annexure-XV) uploaded?		
27	Whether Principles of the Memorandum of Understanding has been uploaded? (Annexure-XVI-A)		
28	Whether Letter of Commitment from Consortium/Joint Venture Partners (Annexure-XVI-B) uploaded?		
29	Whether Profile/write up duly signed from the tenderer uploaded? (Annexure-XVII)		
30	Whether Good Working Certificate in respect of Crane(s) (if applicable)-Uploaded?		
31	Whether all the cutting / overwriting Have been signed by you?		
32	Whether each page of the tender has been digitally signed as a token of proof of having accepted all terms & Conditions?		

**Annexure-XIX****Volume of work/operation carried out at ICD, Patparganj
during the period from 01.04.2019 to 31.03.2020.**

Sl.No.	Operation code	Unit	Transaction handled	Remark
1.	A1(1)	TEU	1827	
2.	A1 (2)	TEU	674	
3.	A2(1)	TEU	1092	
4.	A2(2)	TEU	423	
5.	A3	TEU	8165	
6.	A3(a)	TEU	580	
7.	A3(b)	TEU	938	
8.	A4	TEU	0	
9.	A5	Quintal	1127720	
10.	A6	TEU		New clause incorporated in the present tender inquiry.
11.	B7	Quintal	125796	
12.	B (8) (a)(1)	TEU	865	
13.	B8(a) (2)	TEU	102	
14.	B8 (b)	TEU	523	
15.	B8 (c)	TEU	0	
16.	B8 (d)	TEU	0	
17.	B9	TEU	0	
18.	B10	TEU	-	New clause incorporated in the present tender inquiry.
19.	C 11 (1)	TEU	0	
20.	C 11 (2)	TEU	0	
21.	C11(a) (1) (2) (3)	TEU	0	
22.	C 12 (i) & (ii)	TEU	0	
23.	C 13(i)	TEU	10397	
24.	C13(ii)	TEU	0	
25.	C14	Quintal	11102	
26.	C15	Quintal	1737	
27.	C16 (i)	TEU	0	
28.	C16 (ii) (a)&(b)	TEU	0	
29.	C 17 (i)	TEU	0	
30.	C 17 (ii)	TEU	0	

Note: Against the item Nos. as mentioned above wherein the figure of transaction handled is less than 100 or 0, the unit for item will be taken as 100 (cumulatively for the entire row/ clause or sub-clause and the same shall be proportionately distributed among the sub items/ schedules of work) for the purpose of evaluation of the price bids for arriving at L1, L2 and so on.



PART-II (PRICE BID)
(Pages-125 to 142)

**APPENDIX-I
SCHEDULE OF RATES**

Sl.No.	Brief Description of Services	Particulars	Rate quoted
A.	IMPORT OPERATIONS:		
1.	Providing suitable type of road vehicles at ICD-TKD/TKD-Rail Siding/ICD Loni/Loni Rail Siding, locating the containers & arranging expeditious loading thereof and taking over loaded containers placed by ICD operators on vehicles after due inspection of the condition of container, the locks and seals etc. on the basis of EIR and on the completion of required formalities, transporting the same to ICD-Patparganj or any other ICD/ CFS/Warehouse within a radius of 30 Kms (within 24 hours of issue of job order irrespective of any detention due to off-loading/loading, delays or traffic congestions enroute under Customs' escort wherever/whenever required). Grounding the container at ICD-Patparganj or any other CFS/Warehouse as above and destuffing the same whenever necessary under supervision of Customs, shipping lines/importers and CWC officials as per procedure laid down, Inventorisation (preparation of inventory) of cargo & stacking the same in the Warehouse/Open Yard (covering with tarpaulins wherever required) preferably by means of mechanical	1. From ICD-TKD per TEU 2.From ICD-Loni per TEU	Rs. _____ (Rupees _____) Rs. _____ (Rupees _____)



equipments or manually, preparing tally sheets in the proforma prescribed/approved by Manager-ICD and carrying empty containers to Container Yard or any other designated area of ICD complex and stacking them at least 3 high (irrespective of time lag between different operations as mentioned at **Clause-XXI A (1)**).

2. Providing suitable type road vehicles at ICD-TKD/TKD-Rail Siding/ICD Loni/Loni Rail Siding, locating the container arranging expeditious loading thereof and taking over loaded containers placed by ICD-Operators on the vehicles after due inspection of the condition of the container, the locks and seals and on the completion of required formalities, transporting the same to ICD-Patparganj or any other CFS/Warehouse within a radius of 30 KMs (within 24 hours of issue of job orders, irrespective of any detention due to off-loading/loading, delays or traffic congestion enroute under Custom escort wherever required) and grounding/stacking the container at least upto 3 high at the nominated place or vice-versa. (**As mentioned in Clause XXI A (2)**).

3. Destuffing of loaded containers stacked in the yard by grounding them, wherever necessary (which may include transportation within the complex) and taking of requisite number of packages or making of a path way in container for facilitating custom examination

1. From ICD-TKD per TEU

Rs. _____

(Rupees _____)

2. From ICD-Loni per TEU

Rs. _____

(Rupees _____)

Per TEU

Rs. _____

(Rupees _____)



(unpacking/opening of packages, repacking/closing them) weighing the contents (whenever required) on weighing machines, restuffing the contents and locking containers after custom examination and loading the same on party's vehicle or loading the cargo on the road vehicles by means of mechanical handling equipment/manually preparing tally sheets in the proforma prescribed/approved by Manager-ICD after Inventorisation in presence of custom authorities, shipping lines/importers and under supervision of CWC officials and stacking the loaded/empty container as the case may be, in the container yard or any designated area within ICD-complex.(As mentioned in Clause XXI A(3).

3(a). Retrieval of import loaded containers from OCY/premises of ICD-Patparganj and loading of the same with same Custom seal, on to the road vehicles of the party by means of suitable mechanical handling equipments after getting clearance from the Customs. (As mentioned in Clause XXI A-3(a)).

Per TEU

Rs. _____

(Rupees_____)

3(b). Unloading the Import cargo from trucks and vehicles placed at ICD PPG and de-stuffing & stacking them in the godown or in open space. (Covering with tarpaulins, whenever necessary). Or at any designated place by mean to suitable mechanical equipment or any other appropriate means, after due inventorization. (As mentioned in Clause XXI A-3(b))

Per TEU/Truck

Rs. _____

(Rupees_____)



<p>4. Retrieval of loaded containers (which may include transportation within the complex) movement to the import warehouse, destuffing the container in presence of customs, shipping line/importer and CWC officials, Inventorisation of the cargo and stacking the same in the Import Warehouse as per laid down procedure (manually or by means of mechanical handling equipment) and carrying the empty containers to container yard or any other designated area within ICD/CFS complex and stacking them upto 3 high. (As mentioned in Clause XXI A (4)).</p> <p>5. Taking required number of packages from the stacks and bringing them to the designated place for custom examination (which would include unpacking and repacking of packages, providing suitable straps etc. or weighment, sealing wherever required free of charges) and placing them back in the stack, if necessary and loading the entire consignment into truck/vehicles provided at the Import Warehouse.(As mentioned in Clause XXI A (5)).</p> <p>6. Weighment of loaded import one 20' container placed in a trailer having two 20' containers– (As mentioned in Clause XXI A (6))</p>	<p>Per TEU</p> <p>Rate to be quoted on per quintal basis irrespective of number/volume of packages</p> <p>Per TEU</p>	<p>Rs. _____ (Rupees_____)</p> <p>Rs. _____ (Rupees_____)</p> <p>Rs. _____ (Rupees_____)</p>
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<p>B. EXPORT OPERATIONS:</p> <p>7. Unloading the cargo from trucks/vehicles placed at the ICD & stacking them in the godowns or in open yard (covering them with tarpaulins whenever necessary) or at any other designated place by means of suitable mechanical equipment or by any other appropriate means, after due inventorization(As mentioned in Clause XXI B(7).)</p> <p>8(a) Providing labour or appropriate equipments for taking out number of packages from the racks/stacks/from party's vehicles and bringing them for Custom examination (which would include unpacking and repacking of packages providing suitable straps/seals or weighment wherever required free of cost) and placing them in rack/container stack, if necessary & consolidating the stocks, shifting thenominated empty container to designated place after retrieving the same from container yard, stuffing them either from the godown or from party's vehicle directly by use of suitable mechanical equipments or by other means under supervision of CWC officials, shipping lines and custom authorities & preparing tally sheets assisting in fumigation of containers whenever required and sealing the containers on completion of required formalities after following the prescribed procedure and transporting loaded container (under customs escorts wherever necessary) to ICD TKD/TKD-Rail Siding/ICD Loni/Loni Rail</p>	<p>Rate to be quoted on per quintal basis irrespective of number/volume of packages</p> <p>1. To ICD-TKD per TEU</p> <p>2. To ICD-Loni per TEU</p>	<p>Rs. _____ (Rupees_____)</p> <p>Rs. _____ (Rupees_____)</p> <p>Rs. _____ (Rupees_____)</p>
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<p>Siding & handing over the same to ICD operators/authorities and obtaining of clear Equipment Interchange Certificate, within 12 hours of receipt of job order (As mentioned in Clause XXI B(8-a)).</p>		
<p>8 (b) Providing labour or appropriate equipment for taking out required number of packages from the racks/stacks/parties vehicles and brining them for customs examination(which would include unpacking and repacking of packaged providing suitable straps/seals or weighthment wherever required free of cost) and placing them in rack/stack/container, if necessary, and consolidating the stocks; shifting the nominated empty containers to designated place after retrieving the same from container yard stuffing those either from the godown or from the party's vehicle directly by use of suitable mechanical equipment or by other means under supervision of CWC officials, shipping lines and customs authorities, preparing the tally sheets, assisting in fumigation of container wherever required, locking and sealing the containers on completion of required formalities after following the prescribed procedure and subsequent internal movement of loaded container to make space available for keeping of next container for stuffing and lift on of loaded/stuffed container on to the road vehicles of parties (As mentioned in Clause XXI B(8-b)).</p>	Per TEU	Rs. _____ (Rupees_____)



<p>8 (c) Lift-off of the excise sealed container from the party's vehicle under supervision of the CWC official, shipping line and Customs Authority, preparing the tally sheets, if required, sealing the container by the Customs/shipping lines seal after completion of the required formalities and clearance from customs, lift-on the loaded export container, and transporting the loaded container (under Customs escort wherever necessary) to ICD TKD/TKD rail siding/ICD-Loni/Loni Rail siding and handing over the same to the ICD operator/authorities and obtain the clear Equipment Inter-change Report. (As mentioned in Clause XXI-B 8c).</p>	<p>Per TEU</p> <p>1) From ICD-PPG to ICD-TKD.</p> <p>2) Ex-ICD-PPG to ICD-Loni</p>	<p>Rs. _____ (Rupees _____)</p> <p>Rs. _____ (Rupees _____)</p>
<p>8 (d) Lift off excise sealed container from the party's vehicle under supervision of the CWC official, shipping line and Customs Authority, preparing the tally sheets, if required, and sealing the container by the Customs and shipping lines seal after completion of the required formalities and approval of customs, lift-on the loaded export container and loading on to the road vehicle of the party. (As mentioned in Clause XXI-B-8d)</p>	<p>Per TEU</p>	<p>Rs. _____ (Rupees _____)</p>
<p>9. Destuffing of stuffed export container and destuffing of the same into another or same container in the presence of customer, shipping lines, CWC officials locking and sealing of the same after following the prescribed procedure (As mentioned in Clause XXI B (9)).</p>	<p>Per TEU</p>	<p>Rs. _____ (Rupees _____)</p>



<p>10. Weighment of Export Loaded one 20' Container placed in a trailer having two 20' containers- (As mentioned in Clause No. XXI B (10))</p>	Per TEU	Rs. _____ (Rupees_____)
<p>C. GENERAL OPERATIONS: -</p>		
<p>11. Providing of suitable vehicles at ICD TKD/TKD Rail Siding/ICD Loni/Loni Rail Siding, taking over empty container after inspection, transporting the same to ICD, Patparganj or any other CFS/Warehouse within a radius of 30 KMs as mentioned here in the tender (within 24 hours of receipt of job orders irrespective of any detention due to off loading/loading of traffic congestion enroute) or vice-versa and stacking the same at least 3 high including lift on/lift off wherever necessary. (As mentioned in Clause XXI C(11)).</p>	<p>1. From ICD-TKD per TEU</p> <p>2. From ICD-Loni per TEU</p>	<p>Rs. _____ (Rupees_____)</p> <p>Rs. _____ (Rupees_____)</p>
<p>11(a) Providing of suitable vehicles at ICD TKD/TKD Rail Siding/ICD-Patparganj/ICD-Dadri/Dadri Railhead, taking over empty container after inspection, transporting the same to ICD-Loni/Loni railhead within 24 hours of receipt of Job Orders irrespective of any detention due to off-loading/loading or traffic congestion en-route and handing over the same at ICD-Loni/Loni Railhead (As mentioned in Clause XXI- C-11(a))</p>	<p>1. From ICD-Patparganj For 20'</p> <p>For 40'</p> <p>2. From ICD-TKD/TKD Railhead. For 20'</p>	<p>Rs. _____ (Rupees_____)</p> <p>Rs. _____ (Rupees_____)</p> <p>Rs. _____ (Rupees_____)</p>



<p>12. The contractor shall provide suitable equipment and undertake shifting of empty/loaded containers from one location to another location within the ICD/CFS/ Warehouse complex at the designated place and stacking the same at least three high by using appropriate handling equipment (As mentioned in Clause XXI C (12).</p> <p>(i) For empty containers</p> <p>(ii) For loaded containers</p> <p>13. Lift on/ lift off of the containers into/from road vehicles of parties</p>	<p>For 40'</p> <p>3. From ICD-Dadri/Dadri railhead.</p> <p>For 20'</p> <p>For 40'</p> <p>Per TEU</p> <p>Per TEU</p>	<p>Rs. _____ (Rupees_____)</p> <p>Rs. _____ (Rupees_____)</p> <p>Rs. _____ (Rupees_____)</p> <p>Rs. _____ (Rupees_____)</p> <p>Rs. _____ (Rupees_____)</p> <p>Rs. _____ (Rupees_____)</p>
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at the ICD. This should be completed within 2 hours of getting the job order from CWC (As mentioned in Clause XXI C (13).		
(i) For empty container	Per TEU	Rs. _____ (Rupees_____)
(ii) For loaded container	Per TEU	Rs. _____ (Rupees_____)
14. Movement /shifting of cargo from one place to any other place within the ICD/CFS godown or loading on the party's vehicles. (As mentioned in Clause XXI C (14).	Per Quintals basis irrespective of number/ volume of packages.	Rs. _____ (Rupees_____)
15. Movement/shifting of cargo after destacking from one godown to another within ICD complex and restacking the same (As mentioned in Clause XXI C(15).	Per Quintals basis irrespective of number/ volume of packages	Rs. _____ (Rupees_____)

**FACTORY DESTUFFING/STUFFING OF CONTAINERS:****IMPORT OPERATION:****16(i) Transportation of Container to /from designated places other than ICD: -**

Lift-on the loaded import containers from ICD Container Yard or any other area within the ICD complex on to the road vehicles, transportation of the same to the designated area in the factory located at the distance specified and bringing back the empty containers from factory to ICD, unloading the container & stacking upto three high in the container yard.(As mentioned in Clause XXI- 16(i).

(The distance shall be upto the location of the designated place as stipulated in the tender document for carrying out to & fro operation.)

RATE

Upto 25 KMs

For 20' Rs. _____
(Rupees_____)

For 40' Rs. _____
(Rupees_____)

Above 25 KMs & upto 50 KMs

For 20' Rs. _____
(Rupees_____)

For 40' Rs. _____
(Rupees_____)

Above 50 KMs & upto 75 KMs

For 20' Rs. _____
(Rupees_____)

For 40' Rs. _____
(Rupees_____)

Above 75 KMs & upto 100 KMs

For 20' Rs. _____
(Rupees_____)

For 40' Rs. _____
(Rupees_____)

**EXPORT OPERATION:**

16. (ii) Transportation of empty containers including lift-on from ICD- Container Yard to the designated place located at the distance specified for factory stuffing and bringing back the loaded containers wherever necessary to ICD, Patparganj after satisfying about the condition of the containers lock, seals & after completion of the required formalities such as sealing by the Central Excise/Customs officials and transportation of the same to ICD-TKD/ICD Loni& handing over the loaded container after exchange of Equipment Interchange Report (EIR) (**As mentioned in Clause XXI-16(ii).**

(The distance upto the location of the designated place as stipulated in the tender document for carrying out to and fro operations)

a) **RATE**
For Transportation of
loaded container ICD
TKD

Upto 25 KMs

For 20'

Rs. _____
(Rupees_____)

For 40'

Rs. _____
(Rupees_____)

Above 25 KMs &
upto 50 KMs

For 20'

Rs. _____
(Rupees_____)

For 40'

Rs. _____
(Rupees_____)

Above 50 KMs &
upto 75 KMs

For 20'

Rs. _____
(Rupees_____)

For 40'

Rs. _____
(Rupees_____)

Above 75 KMs &



	upto 100 KMs	For 20'	Rs. _____ (Rupees_____)
		For 40'	Rs. _____ (Rupees_____)
	b) <u>RATE</u> <u>For Transportation of</u> <u>loaded container ICD</u> <u>Loni</u>		
	Upto 25 KMs	For 20'	Rs. _____ (Rupees_____)
		For 40'	Rs. _____ (Rupees_____)
	Above 25 KMs & upto 50 KMs	For 20'	Rs. _____ (Rupees_____)
		For 40'	Rs. _____ (Rupees_____)
	Above 50 KMs & upto 75 KMs	For 20'	Rs. _____



<p><u>LOCAL TRANSPORT OF CONTAINERS:</u></p> <p>17 (i) Transportation of loaded container to designated place of factory located at the distance specified for destuffing but returned without destuffing at factory due to any reason and stacking in ICD-complex upto 3 high (As mentioned in Clause XXI (17)).</p>	<p><u>RATE</u></p> <p>Above 75 KMs & upto 100 KMs</p> <p>Upto 25 KMs</p> <p>Above 25 KMs & upto 50 KMs</p>	<p>(Rupees _____)</p> <p>For 40' Rs. _____</p> <p>(Rupees _____)</p> <p>For 20' Rs. _____</p> <p>(Rupees _____)</p> <p>For 40' Rs. _____</p> <p>(Rupees _____)</p> <p>For 20' Rs. _____</p> <p>(Rupees _____)</p> <p>For 40' Rs. _____</p> <p>(Rupees _____)</p> <p>For 20' Rs. _____</p> <p>(Rupees _____)</p> <p>For 40' Rs. _____</p> <p>(Rupees _____)</p>
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17 (ii) Transportation of empty container to designated place of factory located at the distance specified for stuffing but returned without stuffing from factory & stacking in ICD complex upto 3 high (As mentioned in Clause XXI (17)).	Above 50 KMs & upto 75 KMs		(Rupees_____)
		For 20'	Rs. _____ (Rupees_____)
		For 40'	Rs. _____ (Rupees_____)
	Above 75 KMs & upto 100 KMs		
		For 20'	Rs. _____ (Rupees_____)
		For 40'	Rs. _____ (Rupees_____)
	<u>RATE</u>		
	Upto 25 KMs		
		For 20'	Rs. _____ (Rupees_____)
		For 40'	Rs. _____ (Rupees_____)
	Above 25 KMs & upto 50 KMs		
	For 20'	Rs. _____	



		(Rupees_____)
	For 40'	Rs. _____
		(Rupees_____)
	Above 50 KMs & upto 75 KMs	
	For 20'	Rs. _____
		(Rupees_____)
	For 40'	Rs. _____
		(Rupees_____)
	Above 75 KMs & upto 100 KMs	
	For 20'	Rs. _____
		(Rupees_____)
	For 40'	Rs. _____
		(Rupees_____)

Note:

- 1. The rate for FEU wherever applicable, shall be regulated to 1.5 times of TEU rates irrespective of quoted by tenderer. However, tenderer may quote rate for FEU even below 1.5 times of TEU rates.*
- 2. The rates quoted are exclusive of GST or any other Tax levied by the Central Government in lieu of GST and the same will be payable by the Corporation over and above the quoted rates.*

(SIGNATURE OF THE TENDERER)

Capacity in which signing



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