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Azadi Ka  
Amrit Mahotsav



केन्द्रीय भण्डारण निगम  
(भारत सरकार का उपक्रम)

**CENTRAL WAREHOUSING CORPORATION**

(A Govt. of India Undertaking)

जन-जन के लिए भण्डारण/Warehousing for Everyone



CRWCCO/8/2021-COMM

Date : 05.04.2023

**Circular- 219**

**Subject : Model Tender Document for appointment of service provider for handling Rail/Road borne cargo at Rail side Warehouse Complex-Reg.**

Please Find enclosed a duly approved Model Tender Document for appointment of service provider for Handling rail/road borne cargo at Rail side warehouse complex(RWCs). The MTD is prepared in line with existing foodgrain tender. The soft copy of the Model tender document is being uploaded on the website for future reference .

Digitally signed by  
RAJEEV KUMAR  
BANSAL  
Date: 2023.04.05  
13:43:42 +05'30'

Encls. As Above

**(Rajeev Kumar Bansal)**  
**Group General Manager(Commercial)**

To,

**All Regional Managers  
Central Warehousing Corporation  
Regional Office  
Ahmedabad/ Bangalore, Bhopal, Delhi, Chennai, Chandigarh, Guwahati  
Hyderabad, Jaipur, Kolkata, Kochi, Lucknow, Mumbai, Patna**

Copy to :

1. PS to MD,CWC,CO,New Delhi.
2. PS to Dir(Fin),CWC,CO,New Delhi.
3. All HODs,CWC,CO,New Delhi.
4. GGM (System),CWC,CO,New Delhi -With the request to arrange to upload the circular on website.

निगमितका0: 4/1, सीरीइंस्टीट्यूशनलएरिया,अगस्तक्रांतिमार्ग, हौज़खास,नईदिल्ली-110016

CO: 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 26524100,26611042

ई-मेल: [gmm@cewacor.nic.in](mailto:gmm@cewacor.nic.in), Website: [www.cewacor.nic.in](http://www.cewacor.nic.in)



# CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)



Regional Office \_\_\_\_\_

No. CWC/RO-XXXX/Busi/H&T-\_\_\_\_\_/\_\_\_\_\_

Dated : MM/DD/YYYY

## **E-TENDER DOCUMENT**

For Appointment of Service Provider for **Handling Rail /Road Borne Cargo at**  
**Rail side Warehouse Complex\_\_\_\_\_**

Date for downloading Tender Form	MM/DD/YYYY to MM/DD/YYYY
Last Date for online Submission of tender	Upto HH:MM Hrs. on MM/DD/YYYY

Regional Office : [Address\_\_\_\_\_ ]

Phone Nos. : \_\_\_\_\_

Email : \_\_\_\_\_

Website : [www.cewacor.nic.in](http://www.cewacor.nic.in)



## CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)



Regional Office \_\_\_\_\_

Address : \_\_\_\_\_

Phone Nos. : \_\_\_\_\_

Email : \_\_\_\_\_

Website : [www.cewacor.nic.in](http://www.cewacor.nic.in)

No. CWC/RO-XXXX/Busi/H&T-\_\_\_\_\_/\_\_\_\_\_

Dated: MM/DD/YYYY

### **E-Tender Notice**

Central Warehousing Corporation invites online e-tendering under two bids system from professionally competent and financially sound interested parties for appointment of Service Provider for handling of Cement, Food grains & Allied Products i.e. Salt, Fertilizer, and other commodities etc. of various depositors/users at its Rail side Warehouse Complex (RWC).....as detailed below :

Scope of work	For appointment of Service Provider for handling of Cement, Food grains & Allied Products i.e. Salt, Fertilizer, and other commodities etc. of various depositors/users at its Railside Warehouse Complex (RWC)	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on Website : <a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a> and <a href="http://www.gem.gov.in">www.gem.gov.in</a>	
Tender type	Open	
Tender Submission	Tender is to be submitted in two parts i.e.: Part-I (Technical Specifications) and Part-II (Financial Offer)	
Schedule of E-Tender	Document downloading date and time	
	Enquiries/Clarification by the bidder, if any	
	Pre-bid meeting	

	Note: The objective of pre-bid meet is to clarify doubts and queries in respect of terms and conditions of tender document.	
	Date and time for pre-bid meeting	
	Clarifications to be published by CWC on its website	
	Last date and time of online bid submission	
	Date and time of online Technical Bid opening	
	Evaluation of Technical Bids and seeking any confirmation/clarification regarding Technical bid at sole discretion of CWC	
	Intimation to Technically Qualified bidders	
	Date and time of online Financial Bid opening of technically qualified bidders	
	<b>NOTE: If the date fixed for opening of Technical Bid/Financial Bid is declared as holiday, the proposal will be opened on the next working day following the holiday at the same time.</b>	
Bid validity period	90(Ninety) days from the date of Opening of Technical Bid. The said period shall be further extendable by 30(Thirty) Days at the sole discretion of the Regional Manager and upon written consent received by the technically qualified bidders which shall be binding on the tenderers.	
Period of Contract	2 (Two) years from the “commencement of work”.	
Estimated Contract Value	INR _____.	
Rated Capacity of RWC (MT)	_____MT	

Earnest Money Deposit (EMD)/ Bid Security Declaration	<p>INR ____/- (Rs. In words) i.e. 2% of the Estimated Contract Value/ Estimated Contract Price, to be paid through RTGS/NEFT/ Electronic Fund Transfer in CWC Account No. _____, IFSC No. _____, Account Name: Regional Manager, CWC, _____, Name of Branch _____. Scanned copy of UTR number/Fund transfer challan should be uploaded as part of the Proof of Payment. Payment preferably be deposited from tenderers' bank account.</p> <p>In lieu of EMD, (i) in case of Micro &amp; Small Enterprises (MSEs) registered in UDYAM portal shall provide a proof of registration; and (ii) in case of Startups a certification by Department for Promotion of Industry and Internal Trade (DPIIT); along with digitally signed Bid Security Declaration as per <b>Appendix-13</b>.</p> <p>In case of non-compliance of above requirement, the bid shall be liable to be summarily rejected.</p>
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**Notes:**

**Information for Online Participation:**

1. Tender documents may be downloaded from Government e Marketplace (GeM) portal (URL: [www.gem.gov.in](http://www.gem.gov.in)) Aspiring Bidders/Suppliers who have not enrolled/registered in GeM portal should enroll/register before participating through the website [www.gem.gov.in](http://www.gem.gov.in). The portal enrolment is free of cost Bidders are advised to go through **Annexure-A** regarding 'Instructions for online Bid Submission'.
2. Bidders who wish to participate in the e-tendering will have to procure valid digital certificate of **Authorized Signatory** as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.
3. Tenderers shall have to visit the GeM portal (<http://gem.gov.in/>), select the appropriate GeM bid number and upload electronically by scanning in PDF format duly filled and signed technical bid documents by filling all the relevant columns with all the required enclosures. After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.
4. The tender document shall comprise of Notice Inviting Tender (NIT), Instruction to Tenderers (ITT) all the Appendix(s) including, Draft Contract Agreement, Scope of Work, Compensation Schedule along with respective Exhibit(s).

5. Tenderer shall submit their offer along with supporting documents in electronic format to be duly signed & scanned on or before the scheduled date & time as mentioned above and should be uploaded in technical bid through GeM portal. Hard copy of the tender documents will not be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.
6. If the date fixed for opening of tenders 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 as indicated above.
7. Price has to be quoted in absolute terms at relevant place in GeM as per the methodology provided under **Appendix-16**.
8. The benefit protections as mentioned in the Public Procurement Policy for MSEs Order dated 23.03.2012 and further amended vide order dated 09.11.2018 may not be applicable regarding splitting of bid/offer as the quantity of the service of the contract is 1 (one) in each case and it cannot be split in the ratio 3:1.
9. Corrigendum/Addendum to the Tender Notice, if any, shall be issued/available online only. Prospective bidders are requested to view website/GeM portal regularly.
10. The tenderers must fully comply with all the terms and conditions given in the detailed NIT. It is clarified that in case any of the stipulated terms and conditions are not fulfilled by the tenderers and incomplete or incorrect information submitted by the tenderer, the bid may be treated as ineligible and tenderer may be technically disqualified and Price Bid shall not be opened.
11. Tenders should be uploaded/ submitted through GeM portal at (<https://www.gem.gov.in>). Manual bids/Hard copy of the tender documents will not be accepted.
12. The results of technical evaluation will be uploaded on the GeM Portal. In case there are technically disqualified bidders, the reasons for disqualification will be uploaded and price bid shall be opened only after three working days.
13. Further it is also intimated that GeM Portal is used only as a platform for procurement/tendering for appointment of Service Provider for Handling Rail/Road Borne Cargo at Rail side Warehouse Complex. All the terms and conditions contained in this NIT shall be applicable in whole tender process.

14. The Central Warehousing Corporation reserves the right to accept / reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.

In case of tender related query please contact at \_\_\_\_\_ or email id \_\_\_\_\_or \_\_\_\_\_and for any technical assistance while uploading the bids in GeM portal please contact 24X7 GeM portal Helpdesk Mail at: helpdesk-gem@gov.in.1800-419- 3436 & 1800-102-3436.

Regional Manager (\_\_\_\_\_) reserves the right to reject any or all the tenders without assigning any reason thereof. This notice is also available on website[www.cewacor.nic.in](http://www.cewacor.nic.in).

**REGIONAL MANAGER**

**ANNEXURE-A**

## **Instruction for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The broad instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids on the CPP Portal.

In case of any further information required for submitting online bids on the CPP Portal may be obtained by visiting the following website: <https://gem.gov.in>.

## **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://gem.gov.in>) by clicking on the link “**Click here to Enroll**” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/TCS/nCode/eMudhra etc.), with their profile.
- 5) Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-I by entering their user ID/password and the password of the DSC/e-Token.

## **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date other keywords etc. There is also an option of advance search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My



Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

### **PREPARATION OF BIDS**

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF formats. Bid documents may be scanned with 100dpi with black and white option.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the transaction no. (UTR No.) at appropriate place.

4) Bidder should deposit the EMD as per the instruction specified in the tender document. The details of the EMD should be filled carefully at specified place well before the closure time of the bid as indicated in the tender form. Otherwise, the uploaded bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption technique to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized person until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of the submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

1) The time for seeking clarification and giving replies may be specified by RO concerned preferably it should be before closing of the time of bids. The queries and replies will be submitted by e-mail only at the e-mail ID indicated in the MTD. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender on the relevant contact person indicated in the tender.

2) Any queries relating to the process of the bid submission or queries relating to CPP Portal in general may be directed to 24x7 CPP Portal Helpdesk. The contact number for the Helpdesk Mail at: [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in). 1800-419- 3436 & 1800-102-3436.

**1 INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF SERVICE PROVIDER AT THE RAILSIDE WAREHOUSING COMPLEX .....**

From:

TheRegionalManager  
Central Warehousing Corporation,  
RegionalOffice,  
\_\_\_\_\_  
\_\_\_\_\_

Tel.No \_\_\_\_\_  
Fax No. \_\_\_\_\_  
E-mail: \_\_\_\_\_

**1. INTRODUCTION**

The Regional Manager, Central Warehousing Corporation (hereinafter refer to as “CWC” or “Corporation”), **Regional Office \_\_\_\_\_, for** and on behalf of the CWC, invites online tenders, UNDER TWO BID SYSTEM, for appointment of service provider at the railside warehousing complex at ..... for a period of two years from the date of commencement of services as may be agreed under the Contract.

This bid document has been prepared by CWC and the information contained in this document has been developed on the best endeavor basis. Tender document includes, Invitation to Tender (hereinafter referred to as “ITT”) along with **Appendix 1 to 16** and proposed Contract which is integral part of this tender document. This document has been prepared to enable the bidders to participate in the tender process and subsequently execute a Contract with CWC.

**2. STATUS OF THE DOCUMENTS:**

The tender documents are not an offer by CWC to sell or part away with any of its assets and facilities or sites, neither in part nor in full, but is only an offer to allow an entity to provide the services.

**3. SITE VISIT:**

This document is solely for use by the bidder(s) who are interested in participating in the bidding process. The document has been prepared to inform bidders and to encourage them to make their own evaluation of the site where the services are to be provided. It does not mean to contain all the information that a prospective bidder may require.

The bidders are advised to visit the respective site before submitting the tender, satisfy with the terms and conditions listed in this document, information in respect of the site where services are to be provided given at **(Schedule-II)**, study documents and demonstrate a thorough understanding of the site condition, operation, costs and returns. No dispute, as regards the information in respect of any of the site where services are to be provided, shall be entertained after submission of bid.

The tenderers must get themselves fully acquainted with the size and location of godowns vis a vis loading / unloading points / nature of work/infrastructure facilities and functioning of all operations at the site in their own interest before submission of tenders and rates quoted by them for loading into/ unloading from trucks/wagons shall be deemed to have been done after such acquaintance. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the size and location of godowns vis a vis loading/unloading points / nature of work / infrastructure facilities and functioning of all operations at the site and shall not be entitled to any compensation arising out of any discrepancy in the size and location of godowns/group of godowns found later on, or on the ground that the workers employed by him are demanding higher rates of wages if load involved in certain operation(s) is more or the bags to be handled are heavier.

#### **4. ADDITIONAL INFORMATION TO BIDDER**

All Bidders should note the following:

- a) The proposals that are incomplete in any respect or those which are not consistent with the requirements as specified in this ITT or which do not contain any of the documents as per the specified formats prescribed in the ITT would be considered non-responsive and would be summarily rejected. Adherence to formats, wherever specified, is must. Non-adherence to formats may be a ground for declaring the proposal non-responsive.
- b) All communications and information should be provided in writing and in English language only.
- c) All communications and information should be addressed only to the Regional Manager, CWC designated under Article 16, below.
- d) All the communications and information provided should be legible.
- e) No change in, or supplementary information to a proposal after its submission shall be accepted. However, CWC reserves the right to seek additional clarification from the Bidders, if necessary, during the course of evaluation of a bid. Any non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by CWC will be a ground for rejecting the proposal.

- f) If any statement made or information provided by the Bidder in the proposal or any information provided by the Bidder in response to any subsequent query of CWC, is found to be incorrect or is a material misrepresentation of facts, then the proposal will be liable for rejection. Mere clerical errors or bonafide mistakes may be condoned by CWC before evaluation of financial bid at the sole discretion of CWC.
- g) The Bidder shall be responsible for all costs associated with the preparation of the Proposal. CWC shall not be liable to and subjected to any financial implication whatsoever, including, for any costs, regardless of the conduct or outcome of this tender process.
- h) Any qualified/conditional bid shall be liable for outright rejection by CWC without assigning any reason whatsoever.

## **5. VALIDITY OF TERMS OF THE BID/ PROPOSAL:**

Each Bid and the proposal therein, shall be deemed to be a firm and irrevocable offer, and shall remain valid and open for a period of not less than Ninety (90) days from the opening of Technical Bid. Such time period may be extended by another thirty (30) days at the sole discretion of CWC and upon written consent received from each of the technically qualified bidders. In case of such extension, the bidder shall not be permitted to modify its original offer/proposal in any other respect during the extended period.

## **6.0 EARNEST MONEY DEPOSIT (EMD)**

- 6.1 At the time of submission of bid, the EMD shall be deposited as per the Notice Inviting Tender.
- 6.2 No proposal shall be considered which is not accompanied by the required EMD.
- 6.3 In the event of bidder withdrawing its offer before the expiry of the validity period and/or not formally executing the contract after acceptance of bid/proposal by CWC and/or in case of non-furnishing of Security Deposit under the Contract, EMD shall stand forfeited by CWC. In addition to this, CWC may suspend/ban the trade relations with the said bidder or debar the bidder to participate in all future tender enquiries with CWC up-to a period of two (02) years, without prejudice to any other rights and remedies available with CWC under the contract and law including, undertaking risk purchase action at the risk and cost of the bidder. The decision of Regional Manager as regards forfeiture of EMD on bidders' non-acceptance of Contract shall be final and binding upon the bidder and shall be an excepted matter.
- 6.4 EMD of the unsuccessful bidder shall be returned after finalization of the offer/ execution of the Contract. No interest shall be payable on the amount of Earnest Money in any case. The EMD of the successful bidder shall be either refunded; **or adjusted from the payments to be made by CWC**to

the service provider under the Contract. Notwithstanding the above, in any event, no such refund or adjustment shall be given unless and until the bidder executes the Contract with CWC and furnishes the required irrevocable bank guarantee in terms of the Contract.

## **7. 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 tender document. The record of such meeting shall be exhibited on the website. CWC reserves the right to make any alterations in the bid document based on the suggestions/ decisions arrived at the pre-bid meeting.

## **8. OPENING OF PROPOSALS**

The Technical Bid of the bidder would be opened on the specified date and time as per Notice Inviting Tender (NIT) at the CWC, Regional Office, in the presence of one representative from each bidder, if deputed. The details regarding the bidder, as provided in the Covering Letter (**Appendix-1**) would be read out.

## **9. DESCRIPTION OF THE SELECTION PROCESS**

The selection process would consist of the online submission of proposal/bid by the interested parties in response to this NIT. The proposals received would be subject to a two-step evaluation as below:

**Step 1:** Technical Evaluation based on documents submitted including, **Appendix 1 to 15)**

**Step 2:** Financial Evaluation based on financial bid submitted under **Appendix-16.**

## **10. TECHNICAL EVALUATION**

**BIDDER TO NOTE THAT THE FINANCIAL BID SHOULD BE SUBMITTED SEPARATELY AND INDEPENDENT OF THE TECHNICAL BID. IN CASE, FINANCIAL BID FORMS PART OF THE TECHNICAL BID, THE BID SHALL BE SUMMARILY REJECTED BY CWC.**

### **10.1 THE OBJECTIVE OF THE TECHNICAL EVALUATION PROCESS:**

The objective of the technical evaluation process is to select bidder(s) who have the commercial and operational strength to provide the services. The bid(s)/proposal(s) shall be evaluated as per the criteria specified in this ITT. However, within the broad framework of the evaluation parameters as stated in this ITT, CWC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.

## 10.2 MINIMUM ELIGIBILITY CRITERIA FOR CONSIDERATION FOR TECHNICAL EVALUATION:

Only those Bidders, meeting the eligibility criteria specified below would be considered for technical evaluation. For the said purpose, tenderer compulsorily must upload/submit the documents mentioned against the minimum eligibility criteria at serial no. 1 to 5 as applicable. Non-submission of the mandatory required documents pertaining to minimum eligibility criteria shall make the bid liable to be summarily rejected.

S.No.	Minimum Eligibility Criteria	Mandatory Documents to be uploaded
1.	<p><b>Work Experience and Experience Certificate:</b></p> <p>The Tenderer should have experience in cargo handling at the goodsheds/warehouses/port/logistic hubs from Government Organization or Private Organization.(Dealing in the field of fertilizers ,foodgrains, cement, sugar ,coarse grains and any other commodity)</p> <p><u>The Tenderer should have successfully completed at least one similar nature of work, stated above, of value 35% of the advertised tender value of the work i.e. estimated cost of the tender during preceding five years and the current year upto the date of submission of tender.</u></p>	<p><b>Experience certificate in the proforma prescribed at Appendix-3 shall be produced from customers under their signature and stamp stating proof of satisfactory completion of contract besides duly certifying nature, period of contract, and value of work handled.</b></p> <p><b><u>Remarks:</u> All certificates issued by concerned parties should contain at least above requisite information for considering experience as per terms of tender.</b></p> <p><b>In case of certificates issued by the private company/party it should be supported by TDS certificate.</b></p> <p><i>Experience certificate of contracts not completed satisfactorily shall not be</i></p>

	<p>Note: The year for the purpose of experience will be taken as financial year [1st April to 31<sup>st</sup> March.</p>	<p><i>considered for qualification</i></p>
<p>2.</p>	<p><b>Turnover:</b> The Tenderer should have achieved the minimum average turnover of <b>Rs. _____</b> during the three preceding financial year. The average turnover of preceding three financial year should not be less than 30% of the estimated annual value of contract.</p>	<p>The tenderer is required to upload the audited Balance Sheet and Statement of Profit &amp; Loss A/c for the preceding three financial years with the bid.</p> <p>In case Balance Sheets and Statement of Profit &amp; Loss A/c for the immediate preceding financial year have not been prepared / audited, the accounts for the year previous to the preceding three financial years can be uploaded.</p> <p>"The audited balance sheet and profit &amp; loss accounts are must in case of Co-Operative Society &amp; Ltd. / Pvt. Ltd., Companies.</p> <p>The Proprietor/Partnership Firms, whose turnover <b>exceeds</b> Rs. 200 Lakhs, <b>F.Y 2016-17</b> onwards are required to produce audited balance sheet, profit &amp; loss account, income tax return(s) and a Statement of Account duly certified by Chartered Accountant(s)."</p> <p>Where the tenderer is not under statutory obligation to get his Accounts audited, he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three</p>



		<p>financial years.</p> <p>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.</p>
<p>3.</p>	<p>a) Tenderers should not have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid.</p> <p>b) Tenderer’s contract should not have been terminated by CWC/FCI or any department of Central or State Government or any other Public Sector Undertaking during the last Five years as on the last date of submission of bid.</p> <p>c) The proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company should not have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more. Upon acquittal, such proprietor/ any of the partner or Director of the Tenderer would be eligible to submit the bid.</p>	<p>Undertaking in this regard Under the Digital Signature of authorized signatory as per <b>Appendix-2.</b></p>

4.	<b>EMD</b>	The EMD to be paid/deposited as per E-Tender Notice and the required documents to be submitted in case of MSEs and Startups.
5.	Hiring of certified skilled workforce	<p><b>Appendix- 10:</b> Undertaking-Under the Digital Signature of authorized signatory</p> <p>(i) all labourers /workers shall be skilled through Recognition of prior Learning (RPL) within two months from the date of commencement of work under the project, at Service providerCost; and</p>

**10.3 ADDITIONAL ELIGIBILITY CRITERIA FOR CONSIDERATION FOR TECHNICAL EVALUATION:**

Tenderer must upload/submit the following additional documents with the tender document:

Sl. No.	Eligibility Criteria	Documentary proof to be uploaded
1.	Details of tenderer	Duly filled, Scanned copy of <b>Appendix-1</b> under the Digital Signature of Authorized Signatory.
2.	The tenderer must have a positive net worth based on the latest financial year for which accounts i.e profit and loss account and balance	The bidder is required to upload <b>Appendix-4</b> duly certified by a practicing Chartered Accountant

	sheet is submitted in the tender.	based on latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.
3.	<p><b>Power of Attorney</b></p> <p><b>Note:</b> Except in case of Sole Proprietorship, the bid should be uploaded by the authorized signatory under his own digital signature.</p>	Power of Attorney in favour of signatory(ies) <b>duly attested by Notary as per Appendix-5.</b>
4.	<p>Bidder should be either a;</p> <p>(1) Registered Company/LLP in India under Companies Act, 2013</p> <p>OR</p> <p>(2) <u>Registered Partnership Firm</u></p> <p>OR</p> <p>(3) Sole Proprietorship</p> <p>OR</p> <p>(4) Public Sector Undertaking/statutory body</p> <p>OR</p> <p>(5) Cooperative society</p> <p>OR</p> <p>(6) Others.</p> <p>(If the tenderer is a partnership firm/LLP, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation)</p>	<p>1) <u>For Registered Company/PSU/statutory body</u></p> <p>(i) Copy of Certificate of Incorporation</p> <p>(ii) Copy of Memorandum of Association</p> <p>(iii) Copy of Articles of Association</p> <p>(iv) Current list of Directors.</p> <p>2) <u>For Partnership Firm</u></p> <p>(i) Copy of the partnership deed</p> <p>(ii) List of partners</p> <p>(iii) Copy of registration of Partnership deed.</p> <p>3) <u>For Sole Proprietorship</u></p> <p>Declaration of Sole Proprietorship as per <b>Appendix-6</b> under the Digital signature of sole proprietor.</p> <p>4) <u>For LLP</u></p> <p>(i) Copy of Limited Liability Partnership Agreement</p> <p>(ii) Copy of certificate of registration</p> <p>(iii) Current list of Partners</p>

		<p><u>5) For Cooperative society</u></p> <p>(i) Bye-Laws (of cooperative Society)</p> <p>(ii) Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry.</p> <p><u>6) For others</u></p> <p>(i) Notarized copy of certificate of Incorporation.</p>
5.	<p>Tenderer understanding of tender document and his compliance of tender requirements.</p> <p>Note:</p> <p>1. The declaration from the tenderer confirming that he has understood the tender document and his bid complies with the tender requirements / terms &amp; conditions of the tender document, he has quoted the rates without any condition / deviation and the rates quoted by him are as per tender document.</p> <p>2. Tenderer shall sign and stamp each page of the Tender Document, including the draft contract, as token of acceptance.</p>	<p>Declaration from the tenderer as per <b>Appendix-7</b> under the digital signature of Authorized signatory.</p>
6.	Affidavit regarding certification of genuineness & authenticity of documents.	Affidavit to be on stamp paper duly attested by Notary as per <b>Appendix- 8</b>
7.	PAN Number	Copy of PAN Card
8.	GST Registration	(i) Copy of valid GST registration.
9.	Pre-Contract Integrity Pact	<b>Appendix- 11</b>

		Under the digital signature of Authorized Signatory on each page of Appendix.
10.	<i>The bidder must own/possess the equipment's for handling &amp; Transportation of consignments (Truck &amp; Trailers etc.). The bidder shall submit the list of vehicles owned / possessed.</i>	<b>Appendix- 9</b> Undertaking to be submitted by the authorized signatory.
<b>11.</b>	General Declaration to be given by the bidder.	Appendix-8
12.	Affidavit regarding applicability on "Conflict of Interest"	Affidavit to be on stamp paper duly attested by Notary as per Appendix-14  Under the digital signature of Authorized Signatory

#### 10.4 Preliminary scrutiny of bids:

- a) Except the mandatory documents that are to be submitted by the bidder, the Corporation, if necessary and at its sole discretion, may ask the tenderer for any specific information/clarification/document. The required clarification and missing document(s) may be asked from only those bidders who have fulfilled the minimum eligibility criteria and it must be uploaded within specified time subject to maximum of 15 days on the same portal as per the procedure prescribed below i.e. in Clause 10.5.

The missing documents to be submitted should not be of a date later than the date of submission of original bid, however Net Worth Certificate as per **Appendix –4**, Affidavit of Proprietary Firm as per **Appendix –6**, Compliance of bid requirement as per **Appendix-7**, Affidavit on stamp paper duly attested by the notary regarding certification of genuineness & authenticity of documents as per **Appendix-8** and Pre-contract Integrity Pact as per **Appendix-11** submitted as missing documents can be of a date after the date of submission of original bid.

- b) Corporation well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), clerical errors, signature missing on any page which does not constitute a material deviation.
- c) 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.

- d) The tenderer has the option to respond or not to respond to these queries. If the tenderer fails to respond, within the stipulated time period or the clarification(s)/and missing document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- e) All the responses to the clarifications and missing document(s) will be part of the Proposal of the respective tenderer and if the clarifications and missing document(s) are in variance with the earlier information in the proposal, the information provided in later stages shall prevail over the earlier information for the technical evaluation process.

#### **10.5 Procedure to be followed for obtaining missing documents and specific clarification:**

- (a) The procedure followed for soliciting the Technical Clarifications shall be as per the procedures stipulated by GeM. The bidder shall be required to submit the clarifications within the stipulated time as mentioned in the bid. Earliest reply must be ensured by the bidders as Corporation shall not be liable for any Technical Issue in GeM platform. The bidders may contact GeM helpdesk for any support/ clarifications.
- (b) After expiry of prescribed time, Corporation shall download the clarification and missing document(s) submitted by the bidder.
- (c) Bidder to refer clarification and missing document(s) manual available on e-portal <https://www.gem.gov.in> or seek assistance from the Helpdesk.

#### **10.6 Rejection of 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 will be ignored/rejected during the initial scrutiny:

- (i) The bid or the bid documents is/are unsigned by the authorized representative(s).
- (ii) The bid has not been uploaded by the authorized representative under his own digital signature.
- (iii) The bid or the bid document(s) is/are not legible;
- (iv) Required Bid Security Declaration as per Appendix-13 has not been received from MSEs and/or Startups;
- (v) 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.

- (vi) The bidder has not quoted for all the items, as specified in Financial Bid.
- (vii) The bidder has not agreed to the Contract conditions including, inter-alia, the Scope of Work, warranty/guarantee clause, liquidated damages, penalty clause, Security Deposit in the form of Bank Guarantee as per clause 7.1(i) and Bank Guarantee, if applicable (as per clause 7.1(ii) )

#### **10.7 Miscellaneous Provisions:**

- (a) The technical bid shall be opened on the due date and time as specified in the Notice inviting Tender. The price bid of only such tenderers, whose technical bid is found to be qualified, shall be opened.
- (b) Necessary clarification required by the Corporation shall be furnished by the tenderer within the time frame given by the Corporation for the same as per procedure given in 10.4 to 10.5.
- (c) The bids of such tenderers who do not pay the Earnest Money Deposit (except in case of MSEs and Startups) shall not taken cognizance of and shall be summarily, rejected without giving any reason whatsoever.
- (d) 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.
- (e) The tender documents, in particular, Appendixes, shall be filled in by the Tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Tenderer. The decision of CWC to interpret the rates filled in by the tenderer, shall be final and binding on theService provider.

### **11. FINANCIAL BID EVALUATION**

#### **11.1 SUBMISSION OF FINANCIAL BID:**

- (a) Absolute Rate shall be quoted by the bidder at the relevant location in GeM Portal, as per the methodology provided under **Appendix 16** of the tender document.
- (b) CWC shall compare the Absolute Rate with Schedule of Rates (SOR) and percentage difference shall be worked out

Notes:

- (i) In case, the rates are quoted in a manner other than mentioned above, the tenderers are liable to be ignored;
- (ii) Bidder to note that the financial bid should be submitted separately and independent of the technical bid. In case, financial bid forms part of the technical bid, the bid shall be summarily rejected by CWC.
- (iii) The Bidder shall quote rates in figures as well as words of each item as per the schedule given in the Tender at Appendix 16-A, 16-B& 16-C and submit the same through GeM Portal.
- (iv) In case, the rates are not quoted for all items of works, such Tenders shall be liable to be rejected. If there is variation between the rates quoted in words and in figures, only the lower of the two rates quoted either in figures or in words shall be construed as correct and valid. Incomplete and conditional Tenders are liable to be rejected

## **11.2 INFORMATION TO BIDDER REGARDING PAST BUSINESS VOLUME**

11.2.1 The actual volume of work/operations are to be updated by Regional Manager as Appendix-16 based on the actual operations and work done during last twenty four (24) months (For ready reference illustrations are given under the Appendix-16).

11.2.2 No definite volume of work to be performed is being guaranteed by CWC under the present tender inquiry and/or during the currency of the contract as and when executed. It should be clearly understood that no guarantee is given that all items of work as shown in the Scope of Work under the tender shall be performed/required to be performed under the contract. No claim shall lie against the Corporation on this account and shall not be entitled to make any claim whatsoever against the corporation for compensation, revision of rate or otherwise.

## **11.3 PRICE TO BE QUOTED IN ABSOLUTE TERMS AS PER GEM**

The prospective bidders are advised to follow the methodology provided under **Appendix-16** for quoting the rates in GeM Portal.

## **11.4 SELECTION OF LOWEST BIDDER**

- (a) The tenderer shall quote one absolute rate (for services to be offered) as explained in the methodology for offering/quoting of price bid .L-1 will be decided on the basis of lowest rate arrived at after assigning weightage on the basis of actual work done under



each and every item of SOR of Appendix 16-A, 16-B & 16-C during last 24 months. The items against which no work has been done during last 24 months, weightage of 1 No. has been assigned for the purpose of evaluation.

- (b) In case where there is more than one tenderer quoting the same rates due consideration shall be given to financial turnover as submitted under serial no. 2 of Section 10.2 of eligibility criteria for the purpose of selection of L1. In such cases, tender shall be awarded to the tenderer having higher average financial turnover of preceding three years for which turnover has been given in the tender.

## **12. EXECUTION OF THE CONTRACT**

The successful tenderer shall enter into a contract with the Corporation in the format as appended. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value. Successful Bidder shall also submit custody & indemnity bond as per Appendix-15 to be typed on a non – judicial stamp paper of appropriate value. Prior to execution of a formal Agreement, CWC at its sole discretion may issue a Letter of Award thereby, awarding the Contract/ Agreement to the successful bidder. Such successful bidder shall within fifteen (15) business days from receipt of Letter of Award from CWC, deposit an interest free Security Deposit to the tune of 5% of the Estimated Contract Value.

The execution of agreement shall be preceded by furnishing of Security Deposit as detailed above. *The contract shall be executed within two weeks of the acceptance of the tender/ receipt of Letter of Award, failing which the Contract is liable to be terminated.*

The successful Bidder shall take up the work from the date as specified by CWC.

- i) The Regional Manager may at his discretion, however, on a specific request by the successful tenderer, give additional time to the tenderer to furnish the Security Deposit and execute the Agreement, which in any case shall not exceed more than 30 days in all, including the original two-week period from the acceptance of the tender/ receipt of Letter of Award. In special circumstances however this time may further be extended at the sole discretion of CWC and which shall not be a matter of right to the bidder.

## **13. DISQUALIFICATION CONDITIONS**

- (a) Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any

department of Central or State Government or any other Public Sector Undertaking as on last date of submission will be ineligible during the period of suchblacklisting.

- (b) Tenderers contract should not have been terminated for Tenderer's default by CWC/FCI or any department of Central or State Government or any other Public Sector Undertaking during the last five years as on last date of submission of bid. In addition, the tenderer shall also not be eligible to participate in any future tender in case of any pending/outgoing legal dispute with CWC whether before any Court of law and/or arbitration with regard to any contract on last date of submission of bid and/or in case any recoveries/dues are outstanding on part of the tenderer payable to CWC.
- (c) If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years rigorous imprisonment or more, such tenderer will be ineligible. However, if on acquittal by the appellate court the tenderer will be eligible.
- (d) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.
- (e) Bidder must upload scanned copies of all the requisite documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.
- (f) A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.
- (g) Tenderer/ Bidder who is blacklisted by the GST authorities.
- (h) If the bidder is found to have "Conflict of Interest" with CWC as per terms and conditions defined under clause 15.2

#### **14. CORRUPT PRACTICES**

Any bribe, commission, or advantage offered or promised by or on behalf, of the tenderer to any officer or servant of the Corporation shall (in addition to any criminal liability which the tenderer

may incur) debar his tender from being considered. Canvassing on the part or on behalf, of the tenderer shall also make his tender liable to rejection.

## 15. TERMS OF MICRO AND SMALL ENTERPRISE

- (i) The bidder participating under the category MSEs registered in UDYAM portal are exempted from payment of EMD payable to CWC as stipulated in the tender notice subject to furnishing the proof of they being so registered under the said portal. The Registration of such bidder under MSE Notification should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration (if applicable), failing which, their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification as may be issued thereafter.
- (i) MSEs registered in UDYAM Portal are exempted from payment of EMD and should enclose the proof of their being registered in UDYAM Portal mentioned in the tender document. Their registration should be valid reason last date of submission of tender and they should also mention the terminal validity of their Registration, if applicable, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.03.2012 / 26.3.2012 or any other notification issued / subsequent amendments issued thereafter.
- (ii) Micro & Small Enterprises (MSEs) registered in UDYAM Portal are required to submit Bid Security Declaration as per Appendix 13 should be digitally signed and submitted along with online Bid. Micro & Small Enterprises (MSEs) registered in UDYAM Portal not accompanied by proof of being registered UDYAM Portal AND Bid Security Declaration as per **Appendix 13** shall be liable to be summarily rejected.
- (iii) Startups certified by Department for Promotion of industry and Internal Trade (DPIIT) are exempted from payment of EMD and should enclose the proof of their being certified with Department for Promotion of Industry and Internal Trade (DPIIT).
- (iv) Startups are required to submit Bid Security Declaration as per **Appendix –13** should be digitally signed and to be submitted along with online Bid. Startups certified by Department for Promotion of industry and Internal Trade (DPIIT) not accompanied by proof of being certified with Department for Promotion of industry and Internal Trade (DPIIT) and Bid Security Declaration as per Appendix-13 shall be liable to be summarily rejected.
- (v) As per Public procurement policy on MSE, considering that this is a non-divisible tender, MSEs quoting price within the band of L-1 + 15% will be awarded for full/complete work of tender by bringing down their price to L-1 price in a situation where L-1 Price is from someone other than an MSE. In case L-1 is not MSE and there is more than one MSE within the range of L1+15% , only the lowest MSE shall be considered , Subject to matching the L-1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15% shall be considered. . This process shall be

continued till a MSE in the L1+15% range accepts the L1 price or the MSEs in the L1+15% range are exhausted . In case no MSE accepts the L-1 price or there is no MSE available in L-1+15% range , then the order shall be placed without applying this principle

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

- (vi) CWC has registered with Invoice mart having entity ID No.1000019533 (M/S.A.TREDS Ltd.). MSE suppliers if awarded the work should register themselves on Invoice mart (M/s A.Treds Ltd.) for availing the facility of bill discounting on TReDS portal.

## 16. ACCEPTANCE OF TENDERS

The Regional Manager, CWC, Regional Office \_\_\_\_\_for and on behalf of the CWC,reserves the right to reject any or all Tenders without assigning any reason and does not bindhimself to accept the lowest or any Tender. He also reserves the right to acceptthe Tender forany or all the offers. The successful Tenderer shall be advised of the acceptance of his Tender bya letter /telegram/ fax/ email. Where acceptance iscommunicated by telegram/ fax/e-mail thesame shall have to be acted upon immediately, without awaiting for the post copy incon firmation.

The CWC reserves the right to award the work for all items of schedule of operation or any one/few of them by dropping rest of items of schedule of operation for which rates are called for herein. The decision of the CWC shall be final and binding on the Bidder.

## 17. ENQUIRIES & CLARIFICATIONS:

All enquiries/ clarifications are to be addressed **only** to:

**The Regional Manager**  
**Central Warehousing Corporation,**  
**Regional Office-XXXXXXXXXXXX,**  
**XXXXXXXXXXXX**  
**Fax No.: XXXXXXXXXXXX, Phone: XXXXXXXX**  
**E-Mail: [xxxxxxx@cewacor.nic.in](mailto:xxxxxxx@cewacor.nic.in)**

All queries that are received from bidder(s) shall be addressed by CWC during pre-bid meeting. CWC shall aggregate all clarifications and shall prepare a response, which shall

subsequently be posted on the website [www.cewacor.nic.in](http://www.cewacor.nic.in), and [www.gem.gov.in](http://www.gem.gov.in). No separate communication shall be issued.

**DATE:**

(\_\_\_\_\_)

**FOR AND ON BEHALF OF THE  
REGIONAL MANAGER,  
CWC, REGIONAL OFFICE, \_\_\_\_\_**

1. Name of the Firm / company / Cooperative Society / Others,

\_\_\_\_\_

2. Operation Address

\_\_\_\_\_

3. Registered office address

\_\_\_\_\_

4. Address of the tenderer and

\_\_\_\_\_

5. Telephone No. \_\_\_\_\_

6. Fax No. \_\_\_\_\_

7. Email Address \_\_\_\_\_

8. Website \_\_\_\_\_

9. GST Registration No. \_\_\_\_\_

10. PAN No. \_\_\_\_\_

11. Details of Sister Concerns :

a) Name & Address

b) Activities engaged in by Sister Concern

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

12. Tenderer's Bank Details :

a) Bank Account No:

b) Nature of Account (SB or current):

c) Name of Bank & Branch:

d) MICR Code No. :

e) RTGS code Bank (IFSC Code) :

Place \_\_\_\_\_

(Digital Signatures)

Dated \_\_\_\_\_

## CENTRAL WAREHOUSING CORPORATION

1.	Whether your firm or any of its partner/company had been blacklisted by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid?	Yes/No
2.	Whether you or any of the partner of the partnership firm's contract was terminated before expiry of Contract period by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking during the last Five years as on the last date of submission of bid?	Yes/No
3.	Whether any pending/outgoing arbitration/Court cases litigation with CWC with regard to any contract and/or in case any recoveries/dues are outstanding on part of the tenderer payable to CWC.	Yes/No
4.	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
5.	Whether scanned copies of all the requisite documents in support of their eligibility of bid uploaded.	Yes /No

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

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

5. Declaration about relationship with Employee of CWC

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

6. Declaration of membership of any Goods Transport Association(if applicable). Give details if so;

Name & Address of the Association; With

Telephone/Fax No.

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

**(Signature & Seal)**

**(Authorized Signatory)**

Model Tender



**PROFORMA FOR INFORMATION OF WORK EXPERIENCE CERTIFICATE TO BE FURNISHED BY THE TENDERER from each concerned parties.**

This is to certify that M/s \_\_\_\_\_ have worked as our Handling Service Provider at the goods shed / warehouses / ports / logistic hubs for the work of rake handling in the field of fertilizers , foodgrains, cement, sugar, Coarse grains or any other commodity and their performance was found satisfactory. The details of handling / transportation work(if applicable) carried by them are as under:-

S.No	Name of Client/customer served	Nature of the work/ contract executed	<u>Contract start date</u>	<u>Contract Completion date</u>	Product Handled	Volume of work handled in MT	Total value of work/ contract executed	Remarks
1.								
2.								
3.								
<b>Grand Total</b>								

Date :

Signature:

**(Name & Designation of Signing Authority Seal of the Company / Organization)**

**Note:**

- 1.Certificate issued from Private Organization shall be supported by TDS certificate.**
- 2. Experience certificate of contracts not completed satisfactorily shall not be considered for qualification)*

**Format of Net Worth**

A. The net Worth of Mr./Ms./M/s \_\_\_\_\_ for  
last Financial Year \_\_\_\_\_ is Rs. \_\_\_\_\_ as per  
his/her/their books of Accounts.

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

Signature of Chartered Accountant Name:

Membership No.:

Seal:

**FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY****POWER OF ATTORNEY**

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

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

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

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

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20

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

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

Seal of the Proprietorship firm / Partnership firm/Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

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.**

**UNDERTAKING**

**(For Sole Proprietary Firm)**

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

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

Place:

Date:

**(Authorized Signatory)**

Model Tender

**COMPLIANCE TO BID REQUIREMENT**

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

We also confirm that we have quoted the rates without any condition and deviation.

The Technical bid and price bid as required under clause 10-11 has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory/sole proprietor. I/ We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the proposed contract appended to the tender document shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document including, the proposed contract as token of acceptance and as part of contract in the event of award of contract to us.

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

**Digital signature of the bidder** : \_\_\_\_\_

**Name of the bidder** : \_\_\_\_\_

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

**AFFIDAVIT**

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

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

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

1. I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
2. I/ We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the tender documents from CWC tender portal [www.cwceprocure.com](http://www.cwceprocure.com) and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) the decision of CWC with regard to such discrepancies shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.

7. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false/fabricated or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD/SD besides suspending of business for minimum one year. Further, I/We \_\_\_\_\_ [insert name of the tenderer] \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/ We also understand that if the certificates submitted by us are found to be false/forged/fabricated or incorrect at any time, after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract.
9. I/We certify that I/We are not black listed or debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid.
10. I/We hereby confirm to submit an additional performance Guarantee(besides security deposit) in the form of Bank guarantee of 25% of the total contract value from any scheduled commercial Bank, if selected as L-1bidder in case I/We quote Below SOR

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER



**Undertaking****(Duly filed and digitally signed by authorized signatory)**

I/We hereby confirm that I/we *own/possess the equipment's for handling / Transportation*(if applicable) of consignments (Truck & Trailers etc.). I/We have sufficient number of handling& transportation equipment's and we declare that sufficient number of equipment's will be *deployed to execute the job timely and smoothly.*

*The list of vehicles owned / possessed.*

Sl No	Type of Equipment	Registration Number	Owned/Possessed
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

**Stamp and signature of the bidder :** \_\_\_\_\_

**Name of the bidder :** \_\_\_\_\_

**UNDERTAKING**

**(Under the Digital Signature of authorized signatory)**

**(For Hiring of certified skilled workforce under Skill India)**

1. In case of contract is awarded to me/us, I/We hereby confirm to ensure that:
  - (i) all our labourers /workers shall be skilled through Recognition of prior Learning (RPL) within two months from the date of commencement of work under the project, at our Cost;
  
2. In case of failure to adhere to the above condition, CWC shall be entitled to terminate the Contract with immediate effect owing to such default/ non-compliance of the afore-said conditions.

Place:

Date:

**(Authorized Signatory)**

**APPENDIX- 11**

**PRE CONTRACT INTEGRITY PACT**  
(Under digital signature of Authorized Signatory )

**General**

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

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

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

**NOW, THEREFORE,**

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

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

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

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

**1. Commitments of the Corporation**

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

**3. Commitments of BIDDERS**

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

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

forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.

- 3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION

#### **4. Previous Transgression**

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

#### **5. Not used**

## **6.1 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/ The Bid Security Declaration (Appendix-14) shall stand effective (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores / work such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation / rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

## **7 Fall Clause**

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

## **8 Independent Monitor**

8.1 The CORPORATION has appointed **Sh. Sudhanshu Sekhara Mishra**, E-112, Falcon Residency Apartment, Near KIIT, Patia, Bhubaneswar-7, Dist. Khuda, Odisha AND **Sh. Rajni Kant Mishra** ,Parijat,Near Hotel Niharika Palace , Village-Thapaliya Mehraogaon,Naukuchiya Tal , Dist.Nainital, Uttarakhand as Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission, New Delhi.

8.2 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.

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

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

8.5 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.

8.6 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 Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

8.7 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.

8.8 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.

## **9 Facilitation of Investigation**

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

**10 Law and Place of Jurisdiction**

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

**11 Other Legal Actions**

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

**12 Validity**

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

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

13 The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**CORPORATION**

**BIDDER**

Name of the Officer

Designation

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



(Reference to terms and conditions of Annexure-2 governing the contract.)

1. WAGE BOOK AND WAGE SLIPS ETC:

- [i] The Service Provider shall maintain a Wage Book of each worker in such form as may be convenient, at the place of work, but the same shall include the following particulars:
  - a) Name of the Worker;
  - b) Rate of Daily or Monthly wages.
  - c) Nature of work on which employed.
  - d) Total number of days worked during each wage period.
  - e) Dates and periods for which worked overtime.
  - f) Gross wages payable for the work during each wage period.
  - g) All deductions made from the wages with an indication in each case, of the ground for which the deduction is made.
  - h) Wages actually paid, for each wage period.
- [ii] Signature or thumb impression of the worker.
- [iii] The Service Provider shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- [iv] The Service Provider shall issue an Employment Card in the prescribed Form at **Appendix 12(a)** to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer, the Service Provider shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be so endorsed by the Service Provider and returned to the worker.

2. REGISTER OF UNPAID WAGES:

The Service Provider shall maintain a Register of unpaid wages in such form, as may be convenient, at the place of work but the same shall include the following particulars :-

- a) Full particulars of the worker whose wages have not been paid.
- b) Reference number of the Muster Roll with wage Register.
- c) Rate of wages.
- d) Wage period.
- e) Total amount not paid.
- f) Reasons for not making payment

- g) How the amount of unpaid wages was utilized.
- h) Acquaintance with dates.

### 3. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:

The wages of a worker shall be paid to him without any deductions of any kind except the following:

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his/ her employment, he/she is required to work. The amount of deduction shall be in proportion to the period for which he/she was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he/she is required to account, where such damage or loss is directly attributable to his/her neglect or default.
- d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- e) Any other deduction which the Central Govt. may from time to time allow.

### 4. REGISTER OF FINES ETC.:

- [i] The Service Provider shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss in form No.1 and 2 as per **Appendix - 12(b) and 12(c)** respectively which should be kept at the place work.
- [ii] The Service Provider shall maintain both in English and the localLanguage,alist approved by the Chief Regional Labour Commissioner (Central) clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in conspicuous place of the work.

### 5. PRESERVATION OF REGISTERS:

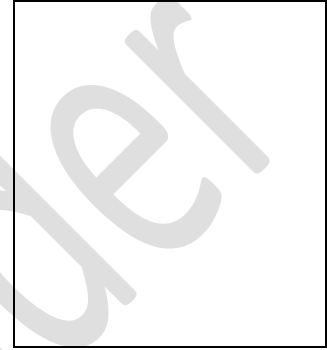
The wage book, wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them shall be made available for inspection by the Labour Enforcement Officer or any other Officer authorized by the Ministry of Labour in this behalf.

No. CWC/RO-XXXX/Busi/H&T-\_\_\_\_\_/\_\_\_\_\_  
MM/DD/YYYY

Dated :

**APPENDIX-12(a)**

**TEMPORARY CONTRACT LABOUR'S EMPLOYMENT CARD**



1. Name of the Worker \_\_\_\_\_
2. Father's/Husbands Name \_\_\_\_\_
3. Date of Birth \_\_\_\_\_
- 4.- (i) Local Address \_\_\_\_\_
- (ii) Permanent Address \_\_\_\_\_
5. Name and Address of CWC  
Service Provider \_\_\_\_\_  
\_\_\_\_\_
6. Validity\*  
(\*Period of Contract) From \_\_\_\_\_ to \_\_\_\_\_

Signature of the Service Provider/Authorized Representative

Date \_\_\_\_\_

No. CWC/RO-XXXX/Busi/H&T-\_\_\_\_\_/\_\_\_\_\_  
MM/DD/YYYY

Dated :

**APPENDIX-12(b)**

FORM-I										
APPENDIX-12(b)										
Register of Fines										
S L. N o.	NA ME	Father's / Husban d's name	Se x	Departm ent	Natur e & date of the offenc e for which fine impos ed	Wheth er workm en showe d caused against fine or not, if so, enter date	Rate of Wag es	Date and amou nt of fine impos ed	Dat e on whi ch fine real - ized	Remar ks

**APPENDIX-12(c)**

<b>FORM-I</b>										
<b>APPENDIX-12(c)</b>										
<b>REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE NEGLIGENCE OR DEFAULT OF THE CONTRACT LABOURERS</b>										
S L. N o.	NA ME	Father's /Husba nd's name	S e x	Depart ment	Dam age of loss caus ed with date	Whet her work er show ed cause d again st dedu c- tion,	Date and amount of deduc- tionimp osed	Number of instal ment, if any	Date on whic h total amo unt reali zed	Rem arks

**Performa for Bid Security Declaration**

**(On Letter Head of Bidder Under digital signature of Authorized Signatory)**

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

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

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

Or

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

Digital Signature of the Service Provider

**UNDERTAKING**

To,  
The Regional Manager  
Central Warehousing Corporation  
Regional Office \_\_\_\_\_

I/We ..... authorized signatory of M/s .....  
(Bidder) having its office at ..... do hereby solemnly affirm as under-

1. Our existing operations is not in the conflict with the warehousing business and activities of CWC, so as to ensure the maximum utilization of RWC.
2. During the currency of H&T contract with CWC, the I/We M/s ..... **shall not** be permitted to start any warehousing business and activities, in conflict with the warehousing business and activities of CWC as per clause No. 24 of Section-V.
3. M/s ..... (Bidder) shall not be allowed to use/misuse the railside warehousing facility of CWC in any manner which comes in conflict with the interest of CWC.
4. M/s ..... (Bidder) is fully aware to the condition of “Conflict of Interest” Clause and do not fulfil any of the following conditions-
  - a. Bidder/Service provider is also the user of the facility during currency of contract.
  - b. Bidder/service provider (successful bidder to whom the H&T contract has been awarded, as the case may be) **run / propose to run**, a similar line of business as that of CWC (PFT/warehouse/silo, etc.) in the region within the vicinity of 50km on either side of the RWC.
  - c. Where the bidder/service provider has interest /is the interested party in any entity, **running / propose to run** similar line of business as that of CWC (PFT, warehouse, silo, etc.) in the region within the vicinity of 50km on either side of the RWC that may exclude or discourage its customer / users from using the RWC Facility. If the bidder/service provider (Proprietor/any partner/any Director/related party) is a Proprietor/ partner/Director/related party in a separate entity, as stated above shall be treated as interested party in that entity.

d. Any act of the bidder/service provider leading to conflict of interest with CWC not covered above.

5. None of the conditions mentioned above are applicable to M/s .....

6. And in case of any breach of the above conditions, at any stage of operations of the contract or prior to the award of contract during the tender evaluation process, ***“CWC reserves the right to ignore the tender of a bidder who is in the same line of business, i.e., competing with the CWC.”*** Such bidder/service provider shall be debarred for next three years from participating in any tender of CWC. Further, the contract of service provider, if awarded inadvertently, for want of aforesaid information, shall be liable to be terminated and Performance Guarantee / Security Deposit shall also be liable to be forfeited.

Digital Signature of the bidder : \_\_\_\_\_

Name of the bidder : \_\_\_\_\_

(Stamp of the bidder)

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



**PROFORMA FOR CUSTODY AND INDEMNITY BOND**

Whereas we have agreed to act your Service Provider for storage and handling of food grains/ cement/ fertilizer/salt/ sugar or any other notified commodities to be dispatched to/from received at RWC, .....from time to time and for their proper storage, handling, safe custody and delivery to your various customers against valid delivery orders pursuant to the Agreement dated ..... (herein after referred to as the said Agreement)

AND WHEREAS we have agreed to execute a Custody and Indemnity Bond in terms of the said Agreement for and in respect of the goods handled by us. We hereby declare and state as under:

1. Now by this custody and Indemnity Bond we hereby agreed and undertake that we shall keep and hold the goods from time to time under the said agreement and keep the same under safe custody at RWC, ..... and on your behalf and as your property in trust for you.
2. We shall be entirely responsible for the safe custody and protection of the said goods materials at our risk till the same are duly delivered/dispatched to your various customers OR as may be directed by you from time to time or any time and shall Indemnify you against any loss, damage, or deterioration suffered by you or shortages whatsoever in respect of said goods from time to time under said Agreement while the same remain in our custody. We further agree that the said goods shall at all time be open to inspection by any person authorized by you.
3. Should any loss or damage or deterioration or shortage occur or refund becomes due and receivable by you, we undertake to compensate or to pay or to refund the amount forthwith on demand, you shall be entitled to recover from us compensation for such loss or damage or deterioration or shortage without prejudice to any other remedies available to you by deduction from any sum which at any time hereinafter may become due to us either under aforesaid Agreement or any other Agreement (s). The amount so claimed by you shall be final and bindings upon us.
4. We further agree an affirm that you shall have the fullest liberty to vary any of the terms and conditions of the said Agreement without affecting any manner whatsoever our obligation under this Bond and we shall not be released from our liabilities under this bond by the

exercise of your liberty to vary and/or modify the terms of the said Agreement or by reason of any time being given to us or any other forbearance or indulgence given to us or any other act or omission on your part.

5. We further agree and undertake that we shall not hypothecate and/or change and/or encumber in any manner whatsoever the said goods either in full or in part to any bank or Financial Institution or any Association or any company or firm as a security or otherwise.
6. We further agree and undertake that we shall not suffer any injunction and/or attachment and/or appointment of Receiver in respect of said goods either in full or in part.
7. And we further agree that this Bond shall remain in force till all the obligations under the said Agreement are fulfilled and you expressly discharge this Bond in writing otherwise the same shall remain valid and in full force.
8. This bond shall not be affected to any change in our constitution nor shall it be affected by any change in your constitution or by any amalgamation or

Absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

Signed sealed and delivered by .....for and on behalf of

M/s.....

WITNESS [In the presence of]

1. SIGNATURE

NAME: ----- .

ADDRESS.....

2. SIGNATURE

NAME:..... ADDRESS.....

ACCEPTED FOR AND ON BEHALF OF CWC, REGIONAL OFFICE \_\_\_\_\_

Model Tender

Model Tender

**Draft Contract**

**CENTRAL WAREHOUSING CORPORATION**

and

**...[Service Provider]...**

**Contract Number .....**

---

**CONTRACT FOR  
HANDLING RAIL /ROAD BORNE CARGO AT  
RAIL SIDE WAREHOUSE COMPLEX**

---

**(Signature of the Issuing Officer)**

**(Signature of the Tenderer)**

*(On a Non-Judicial Stamp Paper of appropriate value)*

**THIS AGREEMENT is made this [date] day of [month], [year]**

**BETWEEN**

- (1) **Central Warehousing Corporation**, a Government of India Undertaking, established under the Warehousing Corporation Act, 1962, having its Regional Office at \_\_\_\_\_ and having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, HauzKhas, New Delhi- 110016 (hereinafter referred to as the "Corporation", which expression, unless the context requires otherwise, shall include its successors and permitted assignees); and
- (2) **[name of the Service Provider]**, having its place of business at **[address]** (hereinafter referred to as the "Service Provider", which expression, unless the context requires otherwise, shall include its successors/legal heirs and permitted assignees).

**RECITALS**

Whereas:

- A The Corporation is involved in providing services in the field of warehousing, logistics and related activities to various depositors
- B For the purposes mentioned under recital A above, the Corporation requires the Service Provider to provide certain services for the depositor and the Service Provider is engaged in the business of providing such services and has agreed to perform the Services for the Corporation on the terms and conditions set out in this Contract. Accordingly, it is essential to the Corporation that the Services to be provided under this Contract are rendered in timely manner as envisaged in the Contract. In entering into this Contract, Service Provider acknowledges that time is the essence and agrees to the provisions in the Contract addressing that.

**NOW THEREFORE IT IS HEREBY AGREED** as follows:

1. The Service Provider agrees to perform such Services including, any incidental services, in accordance with the terms and conditions of this Contract or as directed from time-to-time by the Regional Manager or an officer acting on his behalf, such directions not being inconsistent with this Contract, and, in consideration of its due performance of such Services,

**(Signature of the Issuing Officer)**

**(Signature of the Tenderer)**

the Corporation agrees to pay the Service Provider according to the rates, terms and conditions herein contained.

2. The Contract shall comprise the following documents:

- This Contract;
- Schedule I: Conditions of Contract;
- Schedule II: Scope of Work;
- Schedule III: Price/ Compensation Schedule
- Annexure-1: Bank Guarantee(s)
- Annexure-2: Labour Law Compliances and Obligations

(all hereinafter the “Contract”)

3. In the event of any inconsistency or discrepancy between any of the documents listed in Clause 2 above, then precedence shall be in descending order as listed.

4. The terms and conditions of this Contract shall take effect from the date on which both the parties sign and execute this Contract (the “Effective Date”) and shall continue in force, where it is specified in the Contract that the Services shall be provided for a fixed period of time, until expiry of such period (or any extension thereof).

5. The required date for commencement of the Services at the Site(s)/Place of Operation mentioned in **Schedule II** is \_\_\_\_\_ (the “Commencement Date”); time being declared essence of the Contract for commencement of the Services by the Commencement Date.

6. This Services shall be provided for a fixed period of two (2) years from the [**the Commencement Date/ Effective Date**] (the “Primary Term”).

#### 7. **Security Deposit**

7.1 The Service Provider shall furnish, within (15) business days of receiving the Letter of Award/Acceptance Letter from the Corporation, an interest-free Security Deposit of Rs. ....(Rupees .....only) for the due performance of its obligations under the Contract in the form of Bank Guarantee(s) issued from a scheduled bank, in the format provided under **Annexure-1** . The interest free Security Deposit shall consist of the following:

- (i) A sum equivalent to 5% of the Estimated Contract Value in the form of Bank guarantee. The security deposit in the form of bank guarantee shall be in favor of the “Regional Manager, CWC, Regional Office, \_\_\_\_\_”.

**(Signature of the Issuing Officer)**

**(Signature of the Tenderer)**

The Service Provider at his option may deposit 50% of the prescribed Security Deposit required under this clause within the above mentioned period **in the form of Bank Guarantee** and the balance 50% of Security Deposit by deduction at the rate of 5% from each correct and admitted bill raised by the Service Provider for the work done under the Contract. The bank guarantee shall be valid for one year after the expiry of Contract Period /Liability period and/or one year after the early termination of the Contract, as the case may be.

(ii) If applicable, an additional sum equivalent to 25% of the Estimated Contract Value [in addition to Clause 7.1 (i), above], in terms of undertaking provided by the Contractor under Appendix-8 if the rates quoted by the Service Provider are below schedule of rates, by way of an irrevocable and unconditional Bank Guarantee issued by any scheduled bank, which shall be enforceable till six months after the expiry of the Contract period. The bank guarantee shall be furnished by the Service Provider within Fifteen (15) business days of receiving the Letter of Award/Acceptance Letter from the Corporation, as per the format provided under **Annexure-1**. If requested by the Corporation, the Service Provider agrees to extend the validity period of the Bank Guarantee or to issue a further Bank Guarantee in the event that the duration of this Contract is, for any reason, extended beyond such validity date.

7.2 In case of failure to deposit the Security Deposit by the Service Provider in terms of Clause 7.1 of the Contract, an extension of maximum 30 days can be granted by the Regional Manager at its discretion however, such an extension shall be subject to a levy of penalty at the rate of 12% of the amount of such Security Deposit.

7.3 In the event of Service Provider's failure to furnish the requisite Security Deposit(s) by the due date including, extension period stipulated in Clause 7.2, above, this Contract shall be summarily terminated and the Earnest Money deposited during the submission of bid against tender, shall be forfeited. Without prejudice other rights and remedies that may be available to CWC under the Contract or at law, the default under this Clause shall be considered as an event of default under Clause 22.3.1 (Termination) and the consequences under Clause 22.3.4 (Termination), at the discretion of the Corporation, may follow.

7.4 Subject to Clause 22.3.4 of **SCHEDULE- I** (Conditions of Contract) and upon satisfactory performance of the Services and on completion of all the obligations by the Service Provider under the terms of the Contract, including, (i) all statutory compliances and on submission of "No Due Certificate" from the concerned authority designated under Employees' Provident Fund and Miscellaneous Act, 1952, reflecting due and correct deposit in respect of the employees employed by or through the Service Provider during the Contract period and subject to Clause 15.4.1 (Payment) of Schedule I to the Contract; and (ii) No Claim/Demand Certificate from the Service Provider, Terminal manager,

(Signature of the Issuing Officer)

(Signature of the Tenderer)



Concerned officer of Indian Railways , the Security Deposit will be refunded to the Service Provider within one year of such completion of services, obligations, liability period or submission of No Dues Certificate and No Claim/Demand Certificate, as above, whichever is later.

Minimum liability period shall be for a period of one (01) year from the date of completion of contract (including the extension period), only after which the process of refund of Security Deposit would start.

- 7.5 If the Service Provider had previously held any contract and furnished security deposit, the same shall not be adjusted against this Contract and a fresh security deposit shall be required to be furnished.
- 7.6 The Service Provider shall ensure that the Bank Guarantee issuing bank sends cover for Bank Guarantee (and/or confirmation about issuance of bank guarantee) issued through SFMS platform to the Corporation's Banker i.e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:
- (i) **MT760 COV for issuance of bank guarantee.**
  - (ii) MT767 COV for amendment of bank guarantee.
  - (iii) Issuing bank shall mention Corporation beneficiary code i.e. CENTRALW27112020 in field 7037 of MT760 COV / MT767 COV.

The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee. Bank Guarantee submitted without these details shall not be accepted.

8. Notwithstanding any other provisions of the Contract, no payments due to the Service Provider by the Corporation under the Contract shall be payable by the Corporation to the Service Provider until the Security Deposit in the form of Bank Guarantee (as per clause 7.1(i)) and Bank Guarantee, if applicable (as per clause 7.1(ii)) has/have been delivered to the Corporation in original.
9. For the purposes of Clause 15 (Payment) of Schedule I (Conditions of Contract), the Corporation shall make payment of a correct bill to the Service Provider's nominated bank account in Indian Rupees by electronic clearing and for this purpose the Service Provider shall submit details pertaining to (1) Bank Name (2) Bank Account No. (3) Branch Address with Pin Code (4) MICR No. (5) IFSC Code etc. to facilitate Corporation making the payment. The Service Provider shall also insure the submission of bill containing all details

(Signature of the Issuing Officer)

(Signature of the Tenderer)

along with other documents, as per requirement of Clause 15 (Payment) of Schedule I (Conditions of Contract); the address for the purpose shall be as under:

<p>Bill shall be raised in favour of -  “Regional Manager, Central Warehousing Corporation, _____”   [put the address of the block as per sales tax registration]</p>
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10. For the purposes of this Contract including Clause 28.4 of **SCHEDULE I** (Conditions of Contract), the notice(s), if any to be issued by either of the parties, the address for such notice(s) shall be:

<p><u>If to the Corporation:</u></p> <p>Central Warehousing Corporation  _____</p> <p>Attention: Regional Manager</p>	<p><u>If to the Service Provider:</u></p> <p><b>[Insert Address]</b></p> <p>Fax: [   ]  Attention: [   ]</p>
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11. For the purposes of this Contract, the Corporation’s Representative for contractual and operational matters shall be **[name/designation], Regional Manager, CWC.**

For the purposes of this Contract, the Service Provider’s Representative for contractual and operational matters shall be **[name/designation]**. The Representative’s so nominated herein shall be deemed to have a valid Power of Attorney from the Service Provider in respect of this Contract and whose act(s) shall be binding on the Service Provider.

12. The Service Provider undertakes to perform the **Services** \_\_\_\_\_ at the rate mentioned in Schedule III (Price/Compensation Schedule) which forms part of this Contract.
13. In the event of delay on the part of the Service Provider in providing Services as stipulated in Schedule II to the entire satisfaction of the Regional Manager or any officer acting on his behalf, the Corporation shall without prejudice to other rights and remedies under this agreement, have a right to levy Liquidated Damages from the Service Provider @ Rs.2000/- per day or such lesser sum per day or part of a day of the delay as the Regional Manager in his absolute discretion may determine subject to the total liquidated damages not exceeding

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(Signature of the Tenderer)

15% of the Estimated Value of the Contract during the operation period of the Contract. The decision of the Corporation in regard to levy of above Liquidated Damages shall be final and binding on the parties.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the day, month and year herein above written:

Signed by.....

.....*[Print Name]*

for and on behalf of **CENTRAL WAREHOUSING CORPORATION**, \_\_\_\_\_, **REGION**

Witness.....

.....*[Witness Name]*

Signed by.....

.....*[Print Name]*

for and on behalf of **[Name of Service Provider]**

Witness.....

.....*[Witness Name]*

**(Signature of the Issuing Officer)**

**(Signature of the Tenderer)**

**SCHEDULE- I: CONDITIONS OF CONTRACT**

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**ANNEXURE 1- FORMAT OF BANK GUARANTEE**

**ANNEXURE 2- REQUIREMENTS UNDER LABOUR LAWS.**

**(Signature of the Issuing Officer)**

**(Signature of the Tenderer)**

## SCHEDULE I CONDITIONS OF CONTRACT

### 1 INTERPRETATION

#### 1.1 Definitions

In the Contract the following words and expressions shall, unless the context otherwise requires, have the following meanings:

- “Contract” shall mean the Contract between the Corporation and the Service Provider to which this Schedule is attached;
- “Claim” shall mean any and all claims, demands, liens, judgments, awards, remedies, debts, liabilities, damages, injuries, costs, losses, legal and other expenses, or causes of action of whatsoever nature, including, without limitation, those claims made or enjoyed by dependents, heirs, claimants, executors, administrators, successors or assigns, in whatever jurisdiction the foregoing may arise;
- "Commencement Date" shall mean the required date for commencement of the Services at the Site, as specified in the Contract;
- “Corporation Group” shall mean the Central Warehousing Corporation established under the Warehousing Corporation Act, 1962, its successor(s) and permitted assignee(s), and its Directors, Regional Manager(s), Terminal Manager(s), officers and employees.
- “Corporation Information” shall mean all data, documents, materials and information supplied by the Corporation to the Service Provider for the purposes of this Contract, including, without limitation, any updated or re-issued information;
- “Corporation’s Representative” shall mean the person(s) identified as such in the Contract and shall include the Regional Manager and the Terminal Manager;
- "Service Provider's Equipment" shall mean all equipment and materials by the Service Provider Group (whether owned, leased or hired) in connection with the performance of this Contract, including, without limitation, container(s), any mode of carriage, those referred to in the Scope of Work and shall

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include, scale(s) of weight, truck/ tractor trolley or transport vehicle which are mechanical driven vehicles such as lorries etc.

“Service Provider Group” shall mean the Service Provider, its sub-Service Providers and their respective director(s), representative(s), officer(s), employee(s) (including agency personnel);

“Service Provider’s Personnel” shall mean all personnel, labourer, employee, nominee provided by the Service Provider in connection with the performance of this Contract, including, without limitation, those referred to in the Scope of Work;

“Service Provider’s Representative” shall mean the person(s) identified as such in the Contract;

“Effective Date” shall have the meaning given to that term in the Contract;

“Food Grain” shall mean and include Wheat, Paddy, Rice, Pulses, Maize, or any other food grains stored/ handled/ transported on behalf of CWC’ depositors;

“Force Majeure” shall have the meaning given to that term in Clause 20.2 (Definition);

“Railside Warehouse Complex” RWC is to function as part of railway goods-shed. The term RWC would mean and include Railside Warehousing Complex developed alongside the railway track at RWC, ..... and the entire Railway Goodshed at ..... Any other area which may be added later to the said Complex shall also be part of the RWC.

"Party" shall mean either the Corporation or the Service Provider as the context so permits and, as expressed in the plural, shall mean the Corporation and the Service Provider collectively;

“Regional Manager” shall mean the Regional Manager of the Corporation under whose administrative jurisdiction, the Godown(s)/ Warehouse(s) falls and shall include, the Terminal Manager or any other officer authorised by the Terminal Manager

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**(Signature of the Tenderer)**

from time to time to execute the Contract on behalf of the Corporation;

"Scope of Work"

shall mean the scope of work set out in Schedule II (Scope of Work) and any amendment thereto made in accordance with the terms of the Contract;

"Services"

shall mean the services and/or work to be performed by the Service Provider as provided for under the Contract and Scope of Work, including, without limitation, the provision of all personnel, equipment and carrying out auxiliary, additional and incidental duties and operations as directed by the Corporation or its Regional Manager;

"Site"

shall mean the operating site/ place of operation (**Schedule II**) or other place where the Service Provider is required and has agreed to perform the Services and/or any supporting activity in respect thereof;

## **1.2 Clauses**

Unless otherwise stated, any and all references in the Contract to Clauses are references to the Clauses of this Schedule I of the Contract.

## **1.3 Headings**

The headings in the Contract are used for convenience only and shall not govern or affect the interpretation of the Contract.

## **1.4 Plurality**

Words denoting the singular shall include the plural and vice versa, where the context requires.

## **1.5 Statutory References**

Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

## **1.6 Periods**

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(Signature of the Tenderer)

Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.

## **2 COMMENCEMENT AND PROGRESS OF SERVICES**

### **2.1 Commencement Date**

The Service Provider shall ensure that it is in position ready to commence the Services at the Site no later than the Commencement Date; time being declared essence of the Contract for commencement of the Services by the Commencement Date.

### **2.2 Volume of Work**

The Service Provider acknowledges that the Corporation gives no guarantee that all the items of work as detailed in the Scope of Work shall be performed or required to be performed by the Service Provider. The Corporation do not guarantee any particular pattern of service at any time or throughout the period of the Contract. The mere mention of any item of work in the Scope of Work does not by itself confirm a right on the Service Provider to demand that the work relating to all or any item thereof at the concerned Warehouse should necessarily or exclusively be entrusted to it. The Scope of Work is intended merely, to give the Service Provider, an idea of the approximate quantum of work, to facilitate and to make its own assessment for giving quotation in accordance with the Conditions of the Contract.

The Description of services as given in the terms & conditions are only indicative/ illustrative/ guidelines. The nature of work will be subject to variations, adjustments depending on the actual requirements. 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 Bidders in the Tender and shall not give rise to any claim for compensation of any increase or decrease in the extent of the quantity offered.

The contract which may eventuate from this Tender shall be governed by the terms of the contract as contained in the invitation/instructions to the Bidders as given in the Appendix and Appendices forming part of this Tender and these documents will be sole repository of the terms and conditions of the contract.

In case the service provider fails to provide his services for whatsoever reasons, CWC may carry out the work on risk and cost of service provider or may provide the services through parallel service providers appointed by CWC or allow the users of RWC to have their own arrangement for operations etc. and the Bidder shall have no claim whatsoever against CWC on this account.

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**(Signature of the Tenderer)**



The Service Provider shall be in a position to provide adequate labour in the range of 200-250 with a norm of deployment of a gang of minimum 10 to 12 labourers per wagon for loading/unloading of the stocks at the RWC within permissible free time.

### **2.3 Services beyond the Scope of Work**

- 2.3.1 The Service Provider will have the right to represent in writing to the Corporation or the Regional Manager that a particular service which they are being called upon to perform is not covered by any of the Services specifically provided for in the Contract or the Scope of Work, as the case may be, and is not auxiliary or incidental to such Services. If no such representation, in writing, is received, the Service Provider's right in this regard will be deemed to have been waived.
- 2.3.2 The question whether a particular services is or is not covered by any of the services specifically described and provided for in the contract, or is not auxiliary or incidental to any of such services, shall be decided by the Regional Manager, whose decision shall be final and binding on the Service Provider.
- 2.3.3 If the Corporation or the Regional Manager accepts that the particular service(s) is not covered under any of the Service(s) provided in the Contract or the Scope of Work, the Service Provider's remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.

### **2.4 Progress of the Services**

The Service Provider shall at all times carry out and complete the Services in accordance with the directions of the Regional Manager or the Terminal Manager as may be given to or obtained by the Service Provider or Service Provider's Representative from time-to-time. The Service Provider or Service Provider's Representative shall report the progress of Services that are being discharged by the Service Provider under this Contract, to the Corporation or the Corporation's Representative.

### **2.5 Completion Date**

Where a required completion date for Service(s) has been intimated by the Corporation or Corporation's Representative to the Service Provider, the Service Provider shall complete the Service(s) in accordance with the Contract by no later than the said Completion Date; ; time being declared essence of the Contract for completion of such Service(s) by the Completion Date.

**(Signature of the Issuing Officer)**

**(Signature of the Tenderer)**

### **3 SERVICE PROVIDER'S OBLIGATIONS – GENERAL**

#### **3.1 Service Provider's Performance**

- 3.1.1 The Service Provider shall perform the Services with all due skill, diligence and care and in a safe, competent and workmanlike manner in accordance with good and prudent practice and in accordance with the Scope of Work. The Service Provider will further ensure the Mobilisation and Demobilisation to the satisfaction of the Corporation.
- 3.1.2 Except to the extent that it may be legally or physically impossible or create a hazard to safety, the Service Provider shall comply with the Regional Manager's instructions and directions on all matters relating to the Services.
- 3.1.3 The Service Provider shall provide all management, supervision, personnel, equipment, consumables, facilities and all other things, so far as the necessity for providing the same as is specified in this Contract, the Scope of Work (Schedule- II) or is reasonably to be inferred from the Contract.
- 3.1.4 The Service Provider and/or its Representative shall be responsible for keeping a complete and accurate account of all Cement, Food grains & Allied Products i.e. Salt, Fertilizer, and other commodities etc. under this Contract, empty gunny bags received by them from the Corporation and shall render accounts and furnish returns and statements in such a manner as prescribed by the Regional Manager or the Officer acting on his behalf.
- 3.1.5. The service provider shall be responsible to supply adequate and sufficient labour, scales/carts / equipment and any other transport vehicle for loading/unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the Regional Manager or an officer acting on his behalf or as per the requirement. If the Service Provider fails to supply the requisite number of labour (Service Provider's Personnel), Service Provider's Equipments, the Regional Manager shall at his entire discretion without terminating the Contract be at liberty to engage other Service Provider or Service Provider's Personnel or Service Provider's Equipment at the risk and cost of the Service Provider, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The Service Provider shall not, however, be entitled to gain resulting from such entrustment of the work by the Corporation to another Service Provider.
- 3.1.5 (1) As being a business partner, service provider must work for the business growth and marketing of the CWC in coordination with Terminal Manager. Service provider must ensure that there should be at least 10% growth in the business, yearly in the quantity handled (MT) at the terminal. The performance of the Service provider will be judged yearly on the above mentioned criteria accordingly.

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**(Signature of the Tenderer)**

The performance review of the service provider shall invariably be done after every six month or if necessary, earlier also, subject to first review shall be only after first six month after commencement of contract.

Except otherwise mentioned in any other clause of the Tender, the performance of the service provider shall, in addition, be assessed on the following parameters:

- a) Non-supply of adequate laborers.
- b) Failure to start loading/unloading operation with adequate labour as per norms.
- c) Detention to rake / wagons beyond permissible free time
- d) Failing to do stacking of stocks up to optimum height, but not less than 13 height of 50 kg pack.
- e) Non-collection of spillage in time and its accounting/delivery/disposal.
- f) Failing to regularly maintain hygienic condition within the premises/rail track.
- g) Failing to train the laborers to handle the stocks properly in accordance with instruction of the Terminal manager.
- h) Failing to unload/load trucks or any other vehicle, placed for receipt/ clearance of stock at RWC, within reasonable time.
- i) Non-compliance of labour laws or other applicable laws.
- j) Non-supply of adequate staff as per instruction of the Terminal Manager in accordance with provision under agreement.
- k) Failing to maintain all the stock records relating to RWC operation and furnishing to requisite information to the Terminal Manager in complete and on day to day basis.
- l) Non-compliance of any instruction issued under the provisions of contract agreement to the satisfaction of CWC.

CWC, in its absolute discretion and without prejudice to any other rights and remedies under this agreement, further reserves the right to impose the penalty as decided by the CWC when the Service Provider fails to perform satisfactorily in respect of above. The decision of CWC in this regard shall be final conclusive and binding on the service provider and shall not be called into question. The repetitive failure to improve the performance shall enable CWC to terminate the contract as per the provisions of the contract agreement.

### 3.1.6 Transit Loss (If applicable)

The Service Provider shall be responsible for the safety of the Cement, Food grains &

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Allied Products i.e. Salt, Fertilizer, and other commodities etc. while in transit in their trucks/ carts/ any other transport vehicles and for delivery of quantity dispatched from the Railhead/ Godowns etc; as the case may be, to the destination or to the recipients to whom the grain etc., is required to be transported by the Service Provider. The Service Provider shall provide tarpaulins on decks of the trucks, so as to avoid loss of the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities, through the holes/services in the decks of the trucks. The Service Provider shall exercise adequate care and take precautions to ensure that the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities bags are not damaged while in transit in its trucks/ carts /any other transport vehicles. The Service Provider shall deliver the number of bags and the weight of foodgrain/fertilizer/cement/salt/sugar or any other notified commodities received by it and loaded on its truck(s). The Service Provider shall be liable to make good the value of any shortage, wastage, losses or damage to the goods in transit at twice the average acquisition cost as applicable from time to time for all foodgrains and commodities other than sugar and thrice the average acquisition cost as applicable from time to time in respect of sugar except when Regional Manager (whose decision shall be final) decides that the difference between the weight taken at the dispatching and receiving ends is negligible and is due to the discrepancies between the scales, gain or loss in moisture or on account of Force Majeure event(s). Such recovery shall be without prejudice to the rights of Corporation to initiate civil/criminal proceedings against the defaulting Service Provider wherever it is suspected that the shortage/losses occurred due to deliberate/willful omission, theft, misappropriation, irregularities etc. committed by the Service Provider or his representatives/employees.

The Service Provider shall not only be responsible for the quantity of road transit losses for the movement from warehouse to warehouse and from warehouse to good shed, but he shall also be responsible for the full bag shortage, if any received at destination for all the stocks in both Rail and Road movements. Whatever amounts recover by the depositor will be recovered from the HANDLING AND TRANSPORTATION Service Provider.

The Service Provider shall be responsible for the full bag shortage, if any, while using their own/leased trucks to transport & carrying out any other services under the contract viz. weighment etc. No compensation shall be admissible to the Service Provider in respect of the detention of trucks/any other vehicles at godown, railway station/railway siding or any loading/unloading point(s) or any other place(s) The Service Provider shall be liable for all cost, damages, charges and expenses suffered or incurred by the CWC due to any loss suffered by CWC's infrastructure including warehouse, platforms, shutters, gates etc. by their own/leased trucks.

- 3.1.7 The Service Provider shall be liable to carry out weighment at nearest weighbridge as decided / approved by CWC / FCI where the distance between Goods shed to Warehouse or vice versa is more than 10 kms and ensure proper account of weighment of stocks as per direction of the Terminal Manager. The Service Provider is responsible on account of

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**(Signature of the Tenderer)**

road transit loss found if any while transportation based on weighment conducted between nearest weighbridge of Goods shed and CWC weighbridge.

#### **4 SERVICE PROVIDER'S EQUIPMENT**

##### **4.1 Service Provider's Equipment – General**

- 4.1.1 The Service Provider warrants that the Service Provider's Equipment shall be adequate to conduct the Services, shall be new or as new, of good quality and workmanship and shall comply in all respects with the Specification under this Contract.
- 4.1.2 The Corporation shall be entitled, at any time, to inspect all or any part of the Service Provider's Equipment. If any part of the Service Provider's Equipment does not, at any time, meet the requirements of the Contract, then the Service Provider shall upon notice from the Corporation promptly replace or repair such part of the Service Provider's Equipment to ensure compliance with the Contract.
- 4.1.3 The Service Provider warrants good title to all Service Provider's Equipment.
- 4.1.4 The Service Provider warrants that the Service Provider's Equipment has been examined by inspectors of any relevant certifying authority no more than six months prior to the Effective Date and shall, for the duration of the Contract and any extension thereof, conform in all respects with all applicable current laws or statutory instruments setting out regulations to be observed in respect of the Services to be rendered under this Contract.
- 4.1.5 Any inspection of any item of Service Provider's Equipment necessarily required during the currency of the Contract to ensure continued compliance with certification requirements, or for any other reason, shall be conducted at a time convenient to the Corporation (subject to any overriding limitation imposed by any certification authority). All costs connected with any such inspection shall be to the account of the Service Provider.
- 4.1.6 The Service Provider undertakes to comply with all statutory requirement(s)/ obligation(s) as may be applicable from time to time in respect of its Equipments. In case of non-compliance of such statutory requirement(s)/ obligation(s), the Service Provider shall be responsible for the same and shall be liable to the Corporation in case, Corporation is vicariously held liable, in this regard by any Government Authority or the State Government/ Local Authority.

##### **4.2 Removal of Unserviceable Service Provider Equipment**

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**(Signature of the Tenderer)**

- 4.2.1 The Service Provider shall at its own expense, if required by the Government or if required by the Corporation for operational reasons, promptly remove from the Site, any Service Provider's Equipment which may have been rendered unserviceable through any cause during the course of operations hereunder or otherwise deal with the Service Provider's Equipment in accordance with the Corporation's instructions, notwithstanding that the Service Provider's Equipment may be insured and whether or not declared a loss.
- 4.2.2 In the event that the Service Provider fails to carry out its obligations under the foregoing Clause 4.2.1 within seven days of receiving notice from the Corporation, the Corporation shall be entitled to take such measures in respect of any such equipment and, at its sole discretion, shall be entitled to elect, at any time thereafter, to remove the same and shall be entitled to recover all costs and expenses so incurred from the Service Provider (including, all the taxes which may be incurred).

## **5 SERVICE PROVIDER'S PERSONNEL**

### **5.1 Service Provider's Personnel – General**

- 5.1.1 The Service Provider shall, at its expense, provide and keep available for the Services, the Service Provider's Personnel.
- 5.1.2 The Service Provider shall ensure that the Service Provider's Personnel shall be, to the satisfaction of the Terminal Manager, sufficient in number and quality to carry out the Services in accordance with the terms and conditions of the Contract, and will be suitably qualified and medically fit and certified, if necessary, to perform the Services required under the Contract.

### **5.2 Removal of Personnel**

- 5.2.1 The Corporation Group may, at any time after the commencement of the Services and at its sole discretion, direct the Service Provider in writing to remove any member of the Service Provider's Personnel from the Site. The Service Provider shall immediately comply with such direction and shall, as soon as reasonably practicable, replace, or procure the replacement of, such person with another person. The Service Provider shall bear the costs of any such removal and replacement.
- 5.2.2 The Service Provider shall be responsible for the good conduct of its employee(s), representative(s) sub-Service Provider(s) or sub-Service Provider's employee(s) and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of itself, its servant(s), agent(s) or representative(s).

### **5.3 Working Conditions and Discipline of Service Provider Personnel**

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- 5.3.1 The Service Provider shall, at all times, be responsible for the conduct of the Service Provider's Personnel and shall ensure that they comply with all applicable laws and honour and observe Indian standards of morality and behaviour.
- 5.3.2 The Service Provider shall adhere to, and ensure that its sub-Service Providers adhere to, all labour laws, regulations, standards and practices applicable in respect of the Site.

## **5.6 Drugs and Alcohol**

Neither the Service Provider nor any of the Service Provider's Personnel shall, except for bona fide medical purposes, keep, sell, barter, give, dispense or otherwise dispose of any drugs or alcoholic liquors to any person at the Site or permit the same to be done by any person. Alcohol shall not be permitted at the Site save in a form generally used in medicine and forming a bona fide constituent of a medical kit. The Corporation's Representative or the Regional Manager reserves the right to search the property and person of any member of the Service Provider's Personnel to ensure compliance with the provisions of this Clause 5.6 (Drugs and Alcohol). The Corporation's Representative and/or the Regional Manager may at his absolute discretion prohibit any member of the Service Provider's Personnel to go on to the Site or other facility in the control of Corporation, or may require such person to leave the Site where he has reasonable grounds to suspect non-compliance with the provisions of this Clause 5.6 (Drugs and Alcohol).

## **6 TRANSPORT OF PERSONNEL AND EQUIPMENT(If applicable)**

### **6.1 Service Provider's Responsibility**

Unless otherwise specified in the Contract, the Service Provider shall be responsible for providing any and all transportation for all Service Provider's Equipment and Service Provider's Personnel required in connection with the performance of the Services.

## **7 CORPORATION INFORMATION**

- 7.1 The Corporation shall provide the Corporation Information to the Service Provider as specified in the Scope of Work. The Corporation makes no representation or warranty as to the accuracy or sufficiency of the Corporation Information.
- 7.2 The Service Provider shall review the Corporation Information and shall promptly notify the Corporation of any inaccuracies, omissions, contradictions or ambiguities in the Corporation Information.

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- 7.3 All Corporation Information shall at all times remain the exclusive property of the Corporation and shall be returned to the Corporation on completion of the Services or termination of the Contract, whichever is the earliest.
- 7.4 The Corporation Information may be updated or re-issued to the Service Provider from time to time during the carrying out of the Services.
- 7.5 The Service Provider shall not diverge from or change the requirements or parameters referred to in the Corporation Information or the Scope of Work without the prior written approval of the Corporation.

**7.6 Deemed Satisfaction**

Notwithstanding the provision of the Corporation Information, the Service Provider acknowledges that it has satisfied itself in respect of all relevant matters pertaining to the Services, including, but not limited to, the Scope of Work, the nature of the Services, knowledge of Site/ place of operation, size of the place of operation/Godown(s), access to the Site, local facilities, climatic, sea, other water and weather conditions, working hygiene and working environment conditions, any security, fire, safety or other regulations which may affect the execution of the Services, existing facilities and all matters whatsoever affecting the execution of the Services and all other matters which may affect the performance of the Services. Any failure by the Service Provider to take into account any of the aforementioned matters shall not relieve or excuse the Service Provider from any of its responsibilities, liabilities or obligations hereunder or entitle the Service Provider to any extra payment.

**8 HEALTH, SAFETY AND ENVIRONMENT**

**8.1 Safety**

The Service Provider shall observe and comply with all laws, regulations, restrictions, guides and issued by any authority having jurisdiction in the respect of the Site relating to health, safety and environment.

**8.2 Obligations of Service Provider**

- 8.2.1 It shall be the Service Provider's obligation to determine at all times whether the Services can be safely continued or undertaken including, without limiting the generality of the foregoing, determining by the Service Provider's own inspection that all Service Provider's Equipment is loaded and/or stored in a proper and safe manner and that the Service Provider's Equipment is in all respects suitable to undertake the Services in the then existing conditions.

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8.2.2 The Service Provider shall ensure that equipment or rubbish in any form originating from the Services will be collected promptly in a place at the Site suitable for ready and prompt removal there from.

### **8.3 Responsibility for Safety of Service Provider Personnel**

8.3.1 The Service Provider shall, throughout the duration of the Contract be responsible for the safety of the Service Provider's Personnel and agrees that the Service Provider's Personnel, whilst on the Site.

8.3.2 The Service Provider shall at all times provide appropriate and adequate personal protective equipment and safety equipment to the Service Provider's Personnel.

8.3.3 The Service Provider shall have proper arrangements in place for the effective supervision of the execution of the Services by the Service Provider's Personnel so as to ensure safe and proper execution of the Services.

### **8.4 Compliance with Corporation's Instructions**

Without prejudice to the foregoing provisions of this Clause 8 (Health, Safety and Environment), the Service Provider shall comply with all safety instructions of the Corporation consistent with the provisions of the Contract including, without limitation, the safety instructions of any of the Corporation's other Service Providers.

### **8.5 Terminal Manager**

The Service Provider acknowledges that the Corporation will have a Site manager at the Site (the "Terminal Manager"). The Terminal Manager shall have the general responsibility for matters affecting safety, emergency response, health or welfare and the maintenance of order and discipline, and in the discharge of that responsibility shall exercise authority over all personnel of Corporation, the Service Provider's Personnel and the personnel of other Service Providers of the Corporation when present on or near the Site.

The Service Provider hereby acknowledges the authority of the Terminal Manager and shall ensure that the Service Provider's Personnel shall recognize such authority and comply with all instructions (whether written, oral or otherwise) of the Terminal Manager or any other official acting on his behalf.

### **8.6 Emergency**

Notwithstanding any other provisions of this Clause 8 (Health, Safety and Environment), the Corporation shall be entitled in the event of any emergency (including, without limitation, in the event of site catching fire or otherwise getting beyond control), with

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immediate effect, to direct the Service Provider's Personnel as it considers fit and to use as it considers fit all or part of the Service Provider's Equipment.

## **8.7 Reporting**

The Service Provider shall immediately inform the Corporation in writing when an incident or accident occurs (including, without limitation, any fatality, lost time incident, medical treatment case, first aid case near miss or any other loss related incident) in any way connected with the Services, whether or not it may affect any operations of the Corporation or the operations of others working on behalf of the Corporation, and shall maintain accurate records thereof. Any fatality or major accident or incident shall be reported to the Corporation within 24 hours of occurrence. The Service Provider shall also submit a monthly report in respect of all incidents or accidents in any way connected with the Services detailing, without limitation, the nature of such incident or accident, the extent of lost time, the reasons for the incident or accident and future preventive measures which will be taken by the Service Provider.

## **9 REPRESENTATIVES**

### **9.1 Corporation's Representative**

- 9.1.1 The Regional Manager or the Terminal Manager shall act in full charge of the Services and shall have full authority to liaise with the Service Provider's Representative(s) to resolve all day to day matters which may arise between the Service Provider and the Corporation.
- 9.1.2 The Regional Manager or the Terminal Managers shall monitor the performance of the Services and shall have the authority necessary to enforce the provisions of this Contract.
- 9.1.3 The Regional Manager or the Terminal Managers shall be entitled to inspect the Services and all documentation relating thereto at any time.
- 9.1.4 The Service Provider shall direct all matters relating to the Contract to the Regional Manager and shall act only in accordance with the instructions of the Regional Manager or the Terminal Manager.

### **9.2 Service Provider's Representative**

- 9.2.1 The Service Provider's Representative(s) shall act in full charge of the Services and shall have full authority to liaise with the Corporation's Representative to resolve all day to day matters which may arise between the Service Provider and the Corporation.
- 9.2.2 It shall be the duty of the Service Provider and/or its Representative to be in regular contact with the offices of the Terminal Manager or an officer acting on his behalf, so as to i)

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obtain information about the programme of arrivals at godown(s)/railhead(s) and dispatches to various recipients; ii) other godown activities; iii) to report the progress of loading/unloading/transport work(if applicable), etc. and iv) to take appropriate instructions in respect of the Services to be performed under the Contract.

### **9.3 Change of Representatives**

Either Party may:

- (a) revoke the appointment of any person appointed as that Party's representative and may appoint another person as representative in his/her place; or
- (b) appoint any person to be an additional representative for a stated purpose.

Any change of Service Provider's representative shall not be effective until a written notice of the same is given to the Regional Manager or the Terminal Manager of the Corporation.

## **10 DATA**

### **10.1 Delivery of Data**

The Service Provider shall deliver to the Corporation or to any other party designated by the Corporation, all Data, promptly on obtaining such Data. In the event of suspension or termination of the Contract, the Service Provider shall immediately deliver to the Corporation all undelivered Data. The Service Provider may not retain copies of such Data unless it shall have first obtained the Corporation's written consent. The Service Provider shall take all possible measures to ensure that no magnetic medium (tape, disk or other) will be passed through, or otherwise come into the vicinity of, any form of magnetic device during transport of the Data. Prior to the transport of any Data by the Service Provider, the Service Provider shall advise the Corporation's Representative of the shipping and packing details.

#### **10.2.1 Ownership of Data**

10.2.1 All Data shall be the property of the Corporation from the date of its creation or development. No Data created or developed by the Service Provider under this Contract shall become the property of the Service Provider; provided that the risk and responsibility for the loss of, or damage to, any Data shall remain with the Service Provider until delivery of such Data to the Corporation.

10.2.2 All Data shall be fit for the purposes specified in the Contract.

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10.2.3 All items created or developed by the Service Provider outside the Contract shall remain the property of the Service Provider, provided that the Corporation shall have the right to use any such item where it is provided to the Corporation as part of the Services.

## **11 COMPLETION OF THE SERVICES**

### **11.1 Notification by the Service Provider**

Upon completion of the Services (or any part thereof), the Service Provider shall notify the Corporation. The Corporation shall inspect the Services as soon as reasonably practicable and advise the Service Provider whether or not the Services (or relevant part thereof) have been completed in accordance with the Contract.

### **11.2 Completion Certificate**

11.2.1 Where the Corporation agrees that the Services (or relevant part thereof) have been completed in accordance with the Contract, the Corporation may issue a completion certificate (the "Completion Certificate") to the Service Provider. If the Services have not been completed in accordance with the Contract the Corporation may advise the Service Provider of the steps to be taken for completion and the Service Provider shall promptly carry out such steps. In the event that the Corporation issues a Completion Certificate which identifies certain minor deficiencies and defects in the Services, the Service Provider shall ensure that all such deficiencies and defects are remedied or repaired to the Corporation's satisfaction as soon as reasonably practical after the date of the Completion Certificate.

11.2.2 Issue of a Completion Certificate by the Corporation shall not relieve the Service Provider of any of its obligations and/or liabilities under the Contract.

## **12 WARRANTY**

### **12.1 Warranty**

The Contactor warrants that it shall perform the Services in accordance with the provisions of the Contract.

### **12.2 Notice by Corporation**

If the Service Provider is in breach of the warranty set out in Clause 12.1 (Warranty), the Corporation may notify the Service Provider in writing specifying the nature of such breach and requiring the Service Provider to rectify such breach. Upon receipt of any such notice the Service Provider shall, at its own expense, immediately commence and thereafter continuously proceed to rectify such breach (including, if applicable, re-performance of the

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relevant part of the Services) to the Corporation's reasonable satisfaction and in accordance with the provisions of the Contract.

### **13 INDEPENDENT SERVICE PROVIDER**

#### **13.1 Status of Service Provider**

The Service Provider shall at all times be an independent Service Provider with respect to performance of the Services and neither the Service Provider nor any person employed by the Service Provider shall, other than as expressly authorised by the Corporation in writing, either represent itself or himself (as appropriate) as, or be deemed for any purpose to be, an employee, agent, or representative of the Corporation in the performance of the Services. Nothing in this Contract shall be deemed to create a joint venture, partnership or agency between the Parties.

#### **13.2 Other Service Providers**

The Corporation reserves the right to perform the Services or enter into other contracts related to the Services hereunder. The Corporation shall also have the exclusive right to appoint one or more Service Providers, at any time, for any or all the services mentioned hereunder and to divide the work as between such Service Provider(s) in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.

### **14 PRICES AND RATES**

#### **14.1 Rates**

The Service Provider shall, subject to the other provisions of this Contract and the provisions set out in **SCHEDULE III**(Compensation Schedule), be paid for the Services in accordance with the prices and rates set out in **SCHEDULE III** (Compensation Schedule).

### **15 PAYMENT**

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## 15.1 Bills

15.1.1 The Service Provider shall submit the bills on fortnightly basis i.e. for the period from 1st to 15th of the month and 16th to last day of the month or as per instruction issued from CWC from time to time mandatorily digitally signed through Bill Tracking System (BTS), detailing the amounts payable to the Service Provider under this Contract in respect of the preceding month. It is to note here that No bills submitted other than through Bill Tracking System (BTS) shall be accepted . On written request of the Service Provider, CWC may at its sole discretion, can permit submission of bills beyond the prescribed period however, such period shall not exceed 21 days from the prescribed period.

In case of abnormal delay in submission of bill (i.e. more than 30 days from the due date of submission, the Service Provider shall be liable for penalties on account of statutory default of GST laws, Income Tax and/or any other law time being in force. The decision of the Regional Manager in this regard shall be final and binding on the Service Provider.

Each bill shall, in addition to any requirements of **SCHEDULE III** (Compensation Schedule):-

- (a) bear this Contract particulars; and
- (b) state the name, e-mail address, mobile telephone number of the Corporation's Representative;
- (d) supported by consignee receipt(s)/Completion Certificate(s), if any issued by the Terminal Manager or an officer acting on its behalf, as the case may be; and
- (e) Documents pertaining to Labour Law(s) compliances by the Service Provider as mentioned in **ANNEXURE- 2** to this Contract.

Additionally, The Service Provider shall submit the following information/ documents to the Corporation unless specifically exempted by the Corporation representative in writing:

- (i) Copy of the Permanent Account Number ('PAN') card issued by the Indian Tax authorities,
- (ii) Certified copy of the Certificate issued by Indian Tax Authorities, enabling the Corporation to make payments to the Service Provider after deduction of such taxes as per prescribed rate(s) in the Certificate;

15.1.2 The Service Provider shall submit its bill(s) in the format prescribed **as per GST Rules** .

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- 15.1.3 The mentioned documents in the Contract shall be sent to the address set out in the Agreement. The Service Provider must ensure that all the digitally signed final bill(s) for the Services performed are submitted to the Corporation through Bill Tracking System (BTS), within two months from the expiry of this Contract. Late submission of bill(s) beyond abovementioned period may result into denial of payments to Service Provider on the sole discretion of the Corporation.
- 15.1.4 The Corporation shall make payment after realization of the amount from the depositor and upon receipt of a correct bill submitted pursuant to Clause 15.1.1 and 15.1.2 (Bills) to the Service Provider's nominated bank account as notified in writing to the Corporation. The Corporation shall not be liable for any interest on any bill outstanding for payment.
- 15.1.5 Any bill not complying with the provisions hereof will be returned by the Corporation to the Service Provider whereupon the Service Provider shall submit a rectified bill through Bill Tracking System (BTS). The Corporation shall make payment of such rectified bill in accordance with Clause 15.1.4.
- 15.1.6 No payment made by the Corporation shall be construed as acceptance in whole or in part of the performance by the Service Provider of any of its obligations under this Contract.
- 15.1.7 All items provided by the Service Provider under the provisions of **SCHEDULE III** (Compensation Schedule) or the Scope of Work that are expressly stated therein to be reimbursable by the Corporation shall be billed to the Corporation with detailed supporting documentation. The detailed supporting documentation shall include, without limitation, good quality legible copies of all relevant receipts/dispatches and a detailed summary of the use of and reason for such item. All such supporting documentation must be approved and signed by the Terminal Manager/ Regional Manager of the Corporation prior to the submission of the relevant bill.
- 15.1.8 Unless otherwise specified in **SCHEDULE III** (Compensation Schedule), all rates and charges payable by the Corporation under this Contract shall be billed and paid in Indian Rupees (INR).
- 15.1.9 The Service Provider registered under GST (if applicable) shall ensure that the invoice to be raised upon the Corporation is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by Corporation.
- 15.1.10 The Corporation reserves the right to release the payment of GST amount (if applicable) only post matching of the invoices in the GSTN System.
- 15.1.11 This shall further be ensured by the Service Provider registered under GST (if applicable) that the invoice raised by Service Provider during a month is appropriately reported in the GST Returns of the said month.

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15.1.12 GST or any other tax on input material or services used by Service Provider in respect of this contract shall be payable by the Service Provider and Central Warehousing Corporation will not entertain any claim whatsoever in this respect.

#### 15.2 Conflict of interest

1. The existing operations of the bidder should not be in conflict with the warehousing business and activities of CWC, so as to ensure the maximum utilization of RWC. During the currency of HANDLING AND TRANSPORTATION contract with CWC, the service provider (successful bidder to whom the HANDLING AND TRANSPORTATION contract has been awarded) shall not be permitted to start any warehousing business and activities, in conflict with the warehousing business and activities of CWC. Bidder shall not be allowed to use/misuse the railside warehousing facility of CWC in any manner which comes in conflict with the interest of CWC.
2. The bidder/service provider (successful bidder to whom the HANDLING AND TRANSPORTATION contract has been awarded) shall be considered to have conflict of interest with CWC in case, any of the following conditions is satisfied,
  - a. Bidder/Service provider is also the user of the facility during currency of contract.
  - b. Bidder/service provider (successful bidder to whom the HANDLING AND TRANSPORTATION contract has been awarded, as the case may be) run / propose to run, a similar line of business as that of CWC (PFT/warehouse/silo, etc.) in the region within the vicinity of 50km on either side of the RWC.
  - c. Where the bidder/service provider has interest /is the interested party in any entity, running / propose to run similar line of business as that of CWC (PFT, warehouse, silo, etc.) in the region within the vicinity of 50km on either side of the RWC that may exclude or discourage its customer / users from using the RWC Facility. If the bidder/service provider (Proprietor/any partner/any Director/related party) is a Proprietor/ partner/Director/related party in a separate entity, as stated above shall be treated as interested party in that entity.
  - d. Any act of the bidder/service provider leading to conflict of interest with CWC not covered above.
3. The Bidders shall submit an affidavit, with the technical bid that none of the above conditions are applicable in case of their firm and they are not doing any warehousing business or proposed to do any business having "Conflict of Interest" of CWC, during the currency of contract. And in case of any breach of the above conditions, at any stage of operations of the contract or prior to the award of contract during the tender evaluation process, "CWC reserves the right to ignore the tender of a bidder who is in the same line of business, i.e., competing with the CWC." Such bidder/service provider shall be debarred for next three years from participating in any tender of CWC. Further, the contract of service provider, if awarded inadvertently, for want of aforesaid information, shall be liable to be terminated and Performance Guarantee / Security Deposit shall also be liable to be forfeited.

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### 15.3 Payments Due to the Service Provider and Set-off

- 15.3.1 The Corporation shall be entitled to (i) recover from the payments already made under the Contract; and/or (ii) deduct or set-off from any payment due or becoming due to the Service Provider under this Contract or any other Contract between the Corporation and the Service Provider, all costs, damages or expenses for which the Service Provider is liable to the Corporation under this Contract. The Service Provider shall be liable for all costs and damages including, but not limited to, demurrages, wharfages, forfeiture of wagon, registration fees, charges and expenses suffered or incurred by the Corporation due to the Service Provider's negligence and un-workman like performance of any Services, for breach of any terms thereof, Service Provider's failure to carry out the work with a view to avoid incurrence of demurrage, under Clause 3.1.6 (Transit Loss) and for all damages or losses occasioned to the Corporation due to any act whether, negligent or otherwise of the Service Provider or its Personnel. The decision of the Regional Manager regarding such failure of the Service Provider and its liability for the losses suffered by Corporation shall be final and binding on the Service Provider.
- 15.3.2 The Regional Manager/ Terminal Manager/ Corporation shall also have the right to deduct from any amount, due to the Service Provider, any sum required for making good, the loss suffered by Service Provider's sub-Service Provider(s) and/or personnel(s), by reasons of non- fulfillment of any of the applicable Laws mentioned in Clause 24.2 (Laws), non-compliances by the Service Provider of the requirements of Labour laws detailed in **ANNEXURE- 2** to this Contract, or non-payment of dues to the Service Provider's Personnel. The Service Provider shall not have any claim, issue or dispute as to whether or not such sum(s) paid to the Service Provider's Personnel(s) directly or to any Government Authority, State Government/Local Authority under Clause 24.3 (Indemnity), by the Corporation on behalf of the Service Provider, was/were validly due.
- 15.3.3 For the purpose(s) of this Clause 15.3 (Payments Due to the Service Provider and Set-off), the Corporation shall have the liberty to deduct from any amount(s) due to the Service Provider or forfeit the entire amount (or part thereof) of the Security Deposit(s) and/or may appropriate such amount (or the part thereof) of the Security Deposit(s) towards satisfaction of any sum(s) due or all costs, damages or expenses for which the Service Provider is liable to the Corporation under this Contract. In case, the amount of Security Deposit(s) is not sufficient to cover the amount recoverable by the Corporation from the Service Provider, the Service Provider shall pay to the Corporation, on demand within the period so prescribed, the balance due and recoverable.
- 15.3.4 In furtherance to Clause 15.3.3, whenever the Security Deposit(s) falls short of the amount(s) specified in Clause 8 (Security Deposits) of the Contract, the Service Provider shall, within seven (7) business days from the date of receipt of communication from the Corporation in this regard, make good the deficit so that the total amount of

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security deposit shall not, at any time, be less than the specified amount.

15.3.5 In addition to above, the Corporation shall have the right to claim from Service Provider any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the Service Provider.

**15.3.6 Liability of the Service Provider for the losses suffered by CWC**

- I. The Service Provider shall be liable for all causes, damages, demurrages, wharfages, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the CWC due to the Service Provider's negligence and unworkman like performance of any Service under this contract or breach of any terms thereof on their failure to carry out the work with a view to avoiding incurrence of demurrage etc., and for all damages or losses occasioned to the CWC or in a particular to any property or plants belonging to the CWC due to any act whether negligence or otherwise of the Service Provider themselves or their employees. The decision of the CWC, New Delhi regarding such failure of the Service Provider and their liability for the losses etc., suffered by CWC shall be final and binding on the Service Provider. However, the Service Provider shall not be liable for the damages to the stock on non RWC siding (Railway siding other than those where Railside Warehouse Complex godown are constructed) caused due to inclement weather. The Service Provider though is not responsible for the damage yet all the necessary steps shall be taken to protect the stocks from damage.
- II. The CWC shall be at liberty to reimburse themselves of any damages, losses, and charges caused or expenses suffered or incurred by them due to Service Provider negligence and unworkmanlike performance of services under the contract for breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the Service Provider under this or any other contract with the CWC. In the event of the sum which may be due to the CWC as aforesaid being insufficient the balance of the total sum claimed and recoverable from the Service Provider as aforesaid shall be deducted from the. Security Deposit furnished or amount due/lying payable under any other contract by the Service Provider. Should this sum also being not sufficient to cover the full amount claimed by the CWC, the Service Provider shall pay to the CWC on demand, the remaining balance of the aforesaid sum claimed.
- III. In the event of default on the part of the Service Provider in providing labour, weighing scales, weights etc. and on their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the CWC or any officer acting on its behalf, the CWC without prejudice to other rights and remedies, reserves the right to recover by way of compensation from the Service Provider a sum of Rs. 2000/- (Rupees Two Thousand Only) per day or the liquidated damages/losses suffered by the CWC whichever is more which shall be in addition to his any other liability mentioned elsewhere in the Tender.

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The CWC in its absolute discretion may determine loss/ damage and the decision of the CWC on the question whether the Service Provider has committed such default or has failed to perform any of such services efficiently and is liable to pay compensation and as to the quantum of such compensation shall be final and binding on the Service Provider.

- IV. Service Provider shall be responsible for the safety of the stocks from the time they are unloaded from rail wagons and/or loaded on to the trucks from Railway Station siding/godowns and vice versa and until having been unloaded from their trucks at godowns in case of shifting. They shall provide tarpaulins on decks of the trucks used for shifting of stock so as to avoid loss of stocks etc. through the holes/crevices in the decks of the trucks. They shall deliver the number of bags and the weight of food grains, fertilizers, cement, Salt, Sugar and any other notified commodities etc. received by them and loaded on their trucks and shall be liable to make good the value of any loss, shortage or damage during their custody. The CWC will be sole judge for determining, after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards, the liability of the Service Provider for such loss and amount will be recovered from them. The decision of the CWC in this regard shall be final and binding on the Service Provider. The service provider shall execute a custody and indemnity bond in the format given at appendix- 15.
- V. The service provider shall indemnify the CWC against any loss, damage, destruction or deterioration of the goods or delay in loading/unloading on placement of wagons/rakes due to any negligence/default on their part or on the part of their employees / laborers or due to non-availability of adequate safety aids with the laborers or due to pilferage of goods by their employees/laborers also by the carelessness, neglect, misconduct of their employees/laborers in their employment and any liability for payment of compensation by the CWC to the users. The service provider shall pay all claims met and also litigation expenses if any incurred by the CWC immediately on demand without any demur. The CWC shall have the right to deduct the amount of such loss from any sum (including Security Deposits) then due or become due to the service provider under this contract or any other contract with it. The decision of CWC shall be final and binding on the service provider in this regard.

#### **15.4 Audit**

The Service Provider shall maintain proper and accurate records in relation to this Contract and shall provide copies of the same to the Corporation on request. The Corporation (or its appointed representative) shall have the right to audit the relevant books and accounts of the Service Provider in relation to any amounts paid for by the Corporation under this Contract. Such audit right shall survive for a period of three (3) years following the expiry or termination of the Contract. Any incorrect payments and/or costs, damages or expenses for which the Service Provider is liable to the Corporation under this Contract identified by such audit shall be adjusted between the Parties, as appropriate. The Service Provider shall

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produce the required documents information and returns at such time and place as may be directed by the Corporation/Regional Manager.

## **15.5 Liens**

- 15.5.1 The Service Provider shall not claim any lien, charge or the like on any aspect of the Services or on any property of the Corporation Group. The Service Provider shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any lien, charge or the like created or caused by any member of the Service Provider Group arising out of or in connection with the performance of this Contract.
- 15.5.2 Without prejudice to the generality of Clause 15.5.1, should any act or omission of the Service Provider Group result in any lien, charge or the like existing upon the property of the Corporation Group after all payments hereunder have been made, the Service Provider agrees to refund to the Corporation upon demand all monies that the Corporation Group may be compelled to pay to discharge any such lien.

## **15.6 Subcontracts**

- 15.6.1 The Service Provider shall ensure that the provisions of the foregoing Clauses 15.4 (Audit) and 15.5 (Liens) are included in all agreements it shall enter into with any subService Providers who shall supply any personnel/labour or equipment to be provided under this Contract.
- 15.6.2 The Service Provider agrees to furnish to the Corporation, promptly on request, a full and complete statement that all the Service Provider's suppliers, subService Providers and vendors have been paid in full for work done or materials furnished in connection with the performance of the Services.
- 15.6.3 In line with the Government policy, the Service Provider 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. The Service Provider shall keep records of payment and on Wage book / Register, the worker's signature as proof of payment of wages shall be obtained.
- 15.6.4 The Service Provider should pay user fees at National Highways / Toll plazas through Electronic Toll Collection Technology and accordingly all vehicles should be fitted with tags sold by banks which should be affixed to 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.

**(Signature of the Issuing Officer)**

**(Signature of the Tenderer)**

## 15.7 Payment upon Completion

- 15.7.1 Following the expiry or termination of the Contract, the Service Provider shall prepare and submit to the Corporation within 60 (sixty) days a statement in the form of a final account, specifying the outstanding amounts which the Service Provider intends to the Corporation for payments due to the Service Provider in accordance with the provisions of this Clause 15 (Payment). The Service Provider shall submit to the Corporation its final bill in respect of such statement within 60 (sixty) days of the date of the expiry or termination of the Contract and shall confirm in writing to the Corporation that such bill constitutes the final demand for all outstanding sums due to the Service Provider under the Contract.
- 15.7.2 Following the expiry or termination of the Contract, the Corporation shall not be required to make payment of any bill not received in accordance with this Clause 15.7.1 (Payment upon Completion).

## 16 TAXATION

### 16.1 Definitions

For the purposes of this Clause 16 (Taxation):

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" means the Government of India/ National Government or Authority of the country, competent to levy any Tax.
- (c) "State Government/Local Authority" shall mean to include the Government at the State Level and local and/or other statutory authorities, competent to levy any Tax and shall also include local, administrative and municipal body(s).

### 16.2 Person Responsible for payment of taxes

- 16.2.1 Except as may be expressly set out in this Contract, the Service Provider shall be responsible for:
- (a) the payment of all Taxes now or hereafter levied or imposed on the Service Provider or its sub Service Providers or on the personnel of the Service Provider or its subService Providers by the Government Authority and/or State Government/Local Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Service Provider or its Sub-Service Providers (hereinafter referred to as "**Personal Income tax**");

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(Signature of the Tenderer)

- (b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority and/or State Government/Local Authority on the actual/assumed profits and gains made by the Service Provider or its subService Providers (hereinafter referred to as “**Corporate Income tax**”);
- (c) the payment of any other Taxes now or hereafter levied or imposed by any State Government/Local Authority on the Service Provider or its subService Providers as a result of the performance of this Contract.

16.2.2 Except as may be expressly set out in this Contract, the Corporation shall only be responsible for:

- (a) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the services, provided to the Corporation by the Service Provider or its sub Service Providers (hereinafter referred to as “**GST**”);
- (b) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Service Provider or its sub Service Providers as a result of the performance of this Contract.

### **16.3 Withholding taxes and Withholding Tax Certificates**

16.3.1 The Corporation shall, at the time of its payments due to the Service Provider, withhold the necessary taxes at such rate as is required by any Government Authority and/or State Government/Local Authority, unless and to the extent that the Service Provider shall produce to the Corporation any certificate issued by a Government Authority and/or State Government/Local Authority (having authority to issue such certificate) entitling the Service Provider to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.

16.3.2 The Corporation shall provide the necessary withholding tax certificates to the Service Provider within the time stipulated by the relevant law to enable the Service Provider to file the same with the Government Authority and/or State Government/Local Authority, as a proof of payment of such taxes.

### **16.4 Person Responsible for filing of returns / information to Government Authority and/or State Government/Local Authority**

16.4.1 The Service Provider shall be responsible for filing all necessary Tax Returns (including, without limitation, returns for Corporate Income Tax, Personal Income Tax) with the relevant Government Authority or State Government/Local Authority in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authority or State Government/Local Authority.

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**(Signature of the Tenderer)**

16.4.2 The Service Provider shall also ensure that its subService Providers file such returns as stipulated by the relevant Government Authority or State Government/Local Authority and furnish such information as requested for by the relevant Government Authority or State Government/Local Authority.

16.4.3 The Corporation, with respect to the tax withheld from the Service Provider in accordance with Clause 16.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authority or State Government/Local Authority, in accordance with applicable statutory requirements.

### **16.5 Corporation's rights, if treated as representative assessee by Government Authorities**

In certain situations, a Government Authority or State Government/Local Authority, may treat the Corporation as the representative assessee of the Service Provider and/or its sub Service Providers and recover the Taxes due to the Government Authority or State Government/Local Authority, by the Service Provider or its sub Service Providers from the Corporation. In such situations, the Corporation shall have the following rights:

- (a) The Corporation shall be entitled to recover from the Service Provider, the Taxes paid on behalf of the Service Provider or its sub Service Providers (together with any costs and expenses incurred by the Corporation in connection therewith) or to retain the same out of any amounts to be paid to the Service Provider or its sub Service Providers that may be in its possession (whether due under this Contract or otherwise) and shall pay only the balance, if any, to the Service Provider; and
- (b) If the Corporation is required to furnish any details or documents in such capacity, the Corporation shall request the details or documents to be furnished to it by the Service Provider and the Service Provider shall immediately furnish the same to the Corporation. If the Service Provider fails to comply with the foregoing, any penalty/interest levied on the Corporation for non-filing or late filing of details or documents in this regard shall be recoverable from the Service Provider.

### **16.6 Indemnity**

The Service Provider shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any Taxes which may be levied or imposed on the Service Provider or its sub Service Providers by the Government Authority/ State Government/ Local Authority arising out of or in connection with the performance of this Contract.

### **16.7 Change in Law**

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(Signature of the Tenderer)

If, after the Effective Date of this Contract, there is any change in law which results in a change in the rate of any Tax included in the Service Provider's prices or rates or the introduction of a new Tax, such would not have an effect over the obligation(s) of the respective parties for payment of such taxes as referred in Clause 16.2 (Person Responsible for payment of taxes).

## **17 INDEMNITIES**

### **17.1 General**

17.1.1 The indemnities granted in this Clause shall be full and primary notwithstanding the provisions of Clause 19 (Insurance).

17.1.2 Each Party shall give the other prompt notification of any claim with respect to any of the indemnities hereunder, accompanied by full details of the circumstances of any incident giving rise to such a claim.

### **17.2 Property and Injury to Personnel**

17.2.1 The Service Provider shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with:

- (a) loss of or damage to the property of the Service Provider Group (including, but not limited to, the Service Provider's Equipment); and
- (b) death or sickness of or injury to any member of the Service Provider Group (including, but not limited to, the Service Provider's Personnel)

arising out of or in connection with the performance of this Contract, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the Corporation Group.

17.2.2 The Corporation shall be liable for, and shall defend, indemnify and hold the Service Provider Group harmless from and against any Claim in connection with:

- (a) loss of or damage to the property of the Corporation Group (but excluding any property of the Corporation Group in the care, custody or control of the Service Provider Group including Railway sidings/tracks/circulating area ); and
- (b) death or sickness of or injury to any member of the Corporation Group(excluding by any operations /act/default of Service Provider group)

arising out of or in connection with the performance of this Contract, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the Service Provider Group.

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**(Signature of the Tenderer)**



### 17.3 Third Party Liability

17.3.1 The Service Provider shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with:

- (a) loss of or damage to any Third Party property; and
- (b) death or sickness of or injury to any Third Party

arising out of or in connection with the performance of this Contract, to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of the Service Provider Group. For the purposes of this Clause 17 (Indemnities), the words “Third Party” shall mean any party which is not a member of the Corporation Group or the Service Provider Group.

17.3.2 The Corporation shall be liable for, and shall defend, indemnify and hold the Service Provider Group harmless from and against any Claim in connection with:

- (a) loss of or damage to any Third Party property; and
- (b) death or sickness of or injury to any Third Party

arising out of or in connection with the performance of this Contract, to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of the Corporation Group.

17.4 Custody and Indemnity Bond to be executed as per Appendix 15 for safe custody and protection of the said goods materials at risk of Service Provider till same are duly delivered/dispatched to CWC’s various customers OR as may be directed by CWC from time to time or any time and shall Indemnify CWC against any loss, damage, or deterioration suffered by you or shortages whatsoever in respect of said goods from time to time under said Agreement while the same remain in Service Provider’s custody at RWC.

## 18 CONSEQUENTIAL LOSS

Notwithstanding any provision to the contrary elsewhere in this Contract and whether or not resulting from or contributed to by any negligence and /or breach of duty (statutory or otherwise):

- (a) the Corporation shall be liable for, and shall defend, indemnify and hold the Service Provider Group harmless from and against the Corporation Group’s own consequential or indirect loss arising out of or in connection with the performance of this Contract; and

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- (b) the Service Provider shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against the Service Provider Group's own consequential or indirect loss arising out of or in connection with the performance of this Contract.

## **19 INSURANCE**

### **19.1 Service Provider Insurance(s)**

The Service Provider shall procure and maintain, at its sole expense, in full force and effect throughout the duration of this Contract, the insurances set out below:-

- (a) Employers Liability and/or Workman's Compensation insurance to the full extent required by all laws applicable in India/State (a) where this Contract is being performed and (b) in which, the Service Provider exist or is incorporated.
- (b) All Risks Insurance covering loss of or damage to the property of the Service Provider Group (including, but not limited to, the Service Provider's Equipment) for the full replacement value thereof.
- (c) Comprehensive General Third Party Liability. Such insurance shall incorporate a Cross Liabilities or Severability of Interests clause.
- (d) If applicable ,Adequate Automobile Liability insurance to comply with applicable laws, including coverage for all automobiles and automotive equipment owned, leased, hired or otherwise provided by the Service Provider Group in connection with this Contract and all personnel and property on board.
- (e) Any other insurances which the Service Provider is obliged to cover under any applicable laws or which shall be adequate in terms of type, coverage and limits to cover the Service Provider's liabilities under this Contract.

### **19.2 No Limitation**

The insurances set out in Clause 19.1 (Service Provider Insurances) are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by the Corporation of responsibility for financial liabilities in excess of such limits. The liabilities assumed by the Service Provider under Clause 17 (Indemnities) are separate from and independent of the Service Provider's obligations under this Clause 19 (Insurance).

### **19.3 General Requirements**

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**(Signature of the Tenderer)**

The Service Provider undertakes that its insurances and those of its subService Providers:

- (a) shall be issued by reputable and substantial insurers;
- (b) shall be primary and shall not be considered contributory insurance with any insurance provisions of the Corporation Group;
- (c) shall have the Corporation Group's interests endorsed as additional assured (other than in relation to Employers Liability/Workers Compensation insurance) to the extent of the liability assumed by the Service Provider hereunder;
- (d) shall contain waivers of any rights of recourse including, in particular, subrogation rights against the Corporation Group arising out of or in connection with the performance of this Contract to the extent of liabilities assumed by the Service Provider hereunder;
- (e) shall be endorsed to provide the Corporation with at least thirty (30) days written notice of a material change, cancellation or non-renewal by the underwriters.

### **19.5 Sub Service Providers**

The Service Provider shall procure that its sub Service Providers are insured to appropriate levels as may be relevant to their work. The Service Provider shall be liable to the Corporation Group for any absence or insufficiency of the insurances of its sub service Providers.

### **19.6 Co-operation**

Each Party shall afford the other all such reasonable assistance as may be required for the preparation and negotiations of insurance claims but the Service Provider shall be responsible for the preparation of documents for insurance claims under any of the policies referred to in the claim. Where the Service Provider is engaged in handling claims, actions or proceedings in respect of which it has granted an indemnity as provided above, the Service Provider shall ensure that the Corporation is informed if the Corporation's operations, safety standards or working practices are called into question by any party or if the Service Provider wishes to use information relating thereto in handling those claims, actions or proceedings. The Corporation shall at its sole option have the right to participate in and/or make representations in relation to the defence of such matters and the Service Provider shall allow the Corporation full opportunity to do so.

## **20 FORCE MAJEURE**

**(Signature of the Issuing Officer)**

**(Signature of the Tenderer)**

## 20.1 General

No failure or omission by either Party to carry out or to perform any of the terms or conditions of this Contract shall give the other Party a claim against such Party, or be deemed a breach of this Contract, if and to the extent that such failure or omission arises from Force Majeure.

The Party prevented from performing due to Force Majeure shall promptly, and in any case within 48 hours, notify the other Party of the nature and anticipated duration thereof and shall use all reasonable endeavours to resume performance of this Contract as soon as reasonably possible. The Party prevented from performing due to any such cause shall, in addition, furnish the other Party with such information in respect of such cause as the other Party may reasonably require.

## 20.2 Definition

The term “Force Majeure”, as used in this Contract, shall mean and shall only mean the following:

- (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, military invasion, insurrection of military or usurped power; or
- (b) ionizing radiations or contamination by radio-activity from any nuclear waste, or radio-active, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof (other than arising out of any radiation source used by the Service Provider in relation to the Services); or
- (c) earthquake, flood (excluding normal seasonal rain/shower), tsunami, or any other natural disaster, but excluding weather or sea conditions as such, regardless of severity; or
- (d) fire or explosion (being fire or explosion not caused by the negligence of the affected Party or its sub-Service Providers); or
- (e) acts of Government which could not have been reasonably anticipated or controlled which makes performance impossible or impracticable.

For the sake of clarification, the Service Provider acknowledges that any strike(s) by Service Provider’s personnel, labour, or its sub-Service Provider’s personnel, labour, which affects a substantial or essential portion of the Services to be provided to the Corporation, shall not be an event stipulated under the definition of Force Majeure. In such an event, the

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Service Provider shall be fully responsible for any loss or damage that the Corporation may suffer on this account.

### **20.3 Payment during Force Majeure**

Unless otherwise specified in the Contract, the Service Provider shall not be entitled to any payment in respect of any period where the Services are not carried out as a result of Force Majeure. Subject to Clause 3.1.2, in case, the Service Provider is required to provide Services during Force Majeure condition(s), the Service Provider's remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement prior to rendering of such Services by the Service Provider.

## **21 LIQUIDATION OR INSOLVENCY**

### **21.1 Corporation's Right to Terminate**

In the event that the Service Provider, at any time during the term of this Contract, becomes insolvent under any of the provisions of any applicable statute or makes a voluntary assignment of its assets for the benefit of creditors, is adjudged bankrupt, either upon the Service Provider's voluntary petition in bankruptcy or upon the petition of the Service Provider's creditors, or any of them, or should a judgement be executed on any of the goods or equipment of the Service Provider, or should any lien or other right inconsistent with the Service Provider's title to such goods or equipment be enforced, or if the Service Provider shall have a receiver, administrator, administrative receiver and/or manager appointed in respect of all or any of its assets, an application or order is made or a resolution is passed to wind up the Service Provider or if the Service Provider shall go into liquidation (whether voluntarily or otherwise) or if the Service Provider becomes subject, under the applicable laws of any jurisdiction, to any event having an analogous effect to any of the foregoing, the Corporation may terminate this Contract with immediate effect by notice in writing to the Service Provider or to the receiver or liquidator or to any person in whom the Contract may become vested, as provided in Clause 22.3 (Termination due to Default).

## **22 TERMINATION**

### **22.1 Termination by Corporation without Cause**

The Corporation may, at its option, terminate all or any part of the Services or the Contract forthwith without cause at any time by giving no less than 30 days' prior written notice to the Service Provider, subject to the provisions of Clause 22.2 (Reimbursement to Service Provider).

### **22.2 Reimbursement to Service Provider**

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(Signature of the Tenderer)

In the event of termination under the provisions of Clause 22.1 (Termination by Corporation without Cause), the Corporation's sole liability in respect of such termination shall be to pay to the Service Provider (a) all sums properly due to the Service Provider under the Contract in respect of the Services (or terminated part thereof) up to the date of termination.

### **22.3 Termination due to Default**

22.3.1 The Corporation may, at its option, terminate all or any part of the Services or the Contract forthwith by written notice to the Service Provider, where: -

- (a) the Service Provider has breached any of its obligations under the Contract, provided that, where remediable, the Corporation has notified the Service Provider of such breach in writing and the Service Provider has, upon receipt of such notice, failed to immediately commence and thereafter continuously proceed to remedy such breach to the Corporation's reasonable satisfaction; or
- (b) the Service Provider is not ready to commence the Services at the Site by the Commencement Date; time being declared essence of the Contract for commencement of the Services by the Commencement Date; or
- (c) the Service Provider fails to provide the Security Deposit in the form of Bank Guarantee (as per clause 7.1(i) and Bank Guarantee, if applicable (as per clause 7.1(ii)) as stipulated under this Contract;
- (d) as provided in Clause 21 (Insolvency), if one or more of the circumstances in that Clause apply.
- (e) the Service Provider has breached the Undertaking given under Appendix-10 in respect of hiring of certified skilled workforce under Skill India and Deployment of modern technology.
- (f) Any of the documents submitted by service provider, if found forged or fabricated even during the currency of the contract is liable to be terminated

22.3.2 If termination occurs pursuant to this Clause 22.3.1, above, then the Corporation's sole liability to the Service Providers shall be to pay to the Service Provider all sums properly due to the Service Provider under the Contract in respect of the Services (or terminated part thereof) up to the date of termination. Nothing shall be due and payable to Service Provider if it fails to commence the Services at the Site by the Commencement Date.

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- 22.3.3 On termination under this Clause, the Service Provider in default, shall be debarred from participating in any future tenders of the Corporation for a period of five years. After completion of such five years, the defaulting Service Provider may be permitted to participate in the future tenders of the Corporation provided that all the recoveries/ dues/ adjustments have been effected by the Corporation and there is no dispute pending with the Service Provider.
- 22.3.4 On occurrence of any of the events contemplated under Clause 22.3.1, above, whether or not leading to termination of the Contract by the Corporation, the Corporation or its Regional Manager shall, at its sole discretion, in whatever manner it deems fit, shall be at liberty to engage other Service Provider(s) and/or other party at the risk and cost of the Service Provider, without requirement of a notice to Service Provider in this regard, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The Service Provider shall not, however, be entitled to any gain resulting from entrustment of the work to another party. For the purpose of recovering such additional charges, expenses, cost or losses, the Corporation or the Regional Manager shall have the right to adjust the Security Deposit deposited by the Service Provider under this Contract.

#### **22.4 Saving of Rights**

The termination or expiry of this Contract shall be without prejudice to the rights and obligations of the Parties up to and including the date of such termination or expiry, and shall not affect or prejudice any term of this Contract that is expressly or by implication provided to come into effect on, or continue in effect after, such termination or expiry.

#### **22.5 Consequences of Termination**

In the event of termination under any provision of this Contract, the Service Provider shall:

- (a) promptly cease performance of the Services (or relevant part thereof) and, as directed by the Corporation, clear all unnecessary Service Provider's Equipment and Service Provider's Personnel from the Site;
- (b) allow the Corporation all necessary rights of access to the Site to take over the Services (or relevant part thereof); and
- (c) if, and to the extent, requested by the Corporation assign any subcontracts or other rights and titles relating to the Services (or relevant part thereof) which the Service Provider may have entered into or acquired.

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**(Signature of the Tenderer)**

## **22.6 Survival of Clauses upon Expiry/Termination**

The provisions of the Contract and Clauses 12 (Warranty), 15 (Payment), 16 (Taxation), 17 (Indemnities), 18 (Consequential Loss), 22 (Termination), 28 (General Legal Provisions) and 29 (Governing Law and Jurisdiction) shall survive the expiry or termination of the Contract and shall remain in full force and effect after such date.

## **23 SUSPENSION**

### **23.1 Suspension without Cause**

The Corporation shall have the right, without cause, at any time to require the Service Provider to suspend the Services (or part thereof) under this Contract on giving notice to the Service Provider. Such notice shall include an estimate of the duration of the period of suspension (the "Suspension Period"). The Services (or relevant part thereof) shall resume at the end of the Suspension Period or at such other date as the Corporation may by notice in writing to the Service Provider specify.

### **23.2 Suspension Due to Default**

23.2.1 If the Service Provider is in breach of any of its obligations under this Contract [including, without limitation, any breach of Clause 8 (Health Safety and Environment)], the Corporation shall, subject to Clause 23.2.2, be entitled to immediately suspend the Services (or part thereof) by written notice to the Service Provider until such time as such breach has been remedied by the Service Provider, in which case no rates or other amounts shall be payable to the Service Provider in respect of such period of suspension.

23.2.2 Except in the case of a breach which in the reasonable opinion of the Corporation is likely to endanger the safety of any persons or property, the Corporation shall, prior to issuing any suspension notice pursuant to Clause 23.2.1, notify the Service Provider of the breach. Following receipt of such notice, if the Service Provider fails to immediately commence and thereafter continuously proceed to remedy such breach to the Corporation's reasonable satisfaction, the Corporation may issue the suspension notice pursuant to Clause 23.2.1.

### **23.3 Procedure following Suspension Notice**

Following receipt of a notice to suspend the Services, the Service Provider shall discontinue the Services (or relevant part thereof) and follow any specific requirements of the Corporation with regard to the safety of the Services during any period of suspension.

## **24 PERMITS, LAWS AND REGULATIONS**

### **24.1 Permits and Authorisations**

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- 24.1.1 Except to the extent that the same have been obtained by the Corporation, the Service Provider shall, at its own cost, be responsible for obtaining all certificates, licenses, permits, clearances, approvals and authorizations required for the performance of the Services and in respect of the Service Provider's Equipment and the Service Provider's Personnel and for all approvals and permits required for the Service Provider to engage in business and provide services of the nature contemplated by this Contract. The Service Provider shall at all times ensure compliance with all such certificates, licenses, permits, approvals and authorizations referred to in this Clause 24 (Permits, Laws and Regulations). For the avoidance of doubt, the provisions of this Clause 24 (Permits, Laws and Regulations) pertain not only to the present legal and Government requirements, but also to the legal and Government requirements for the entire period of the Contract (including any extension thereof).
- 24.1.2 The Service Provider shall apply for license to the prescribed licensing authority through the Corporation in terms of Section 12 of the Contract Labour (Regulation & Abolition) Rules, 1970 before entering upon any work under the Contract. The Service Provider shall also obtain temporary licenses, whenever required, under Rule 32 of the relevant Rules in cases, where he intends to employ more labour in number than that mentioned in the regular license, for short durations not exceeding 15 days. The Service Provider shall also make an application through the Corporation for renewal on the expiry of the regular license. The Service Provider shall get the temporary license renewed, whenever necessary, through the Corporation. If for any reason, the application for a license is rejected by the licensing/appellate authority, the Contract shall be liable to be terminated at the risk and cost of the Service Provider and the decision of the Regional Manager in this regard shall be final and binding on the Service Provider.

## 24.2 Laws

- 24.2.1 The Service Provider, during the period of this Contract, shall be responsible for maintaining legal and statutory compliances (the "Compliances") with respect to its Equipment(s), Personnel(s) employee(s) and/or nominees, including payment of all relevant social security benefits, under all the Labour Law legislations, as may be applicable to the Service Provider, from time to time.
- 24.2.2 The Service Provider shall be responsible for the compliances with all the rules, regulations and/or directions issued by any Local Authority such as Railway, Police, Municipal authorities etc.
- 24.2.2 The Service Provider shall be required to maintain a register showing the details of payments made to the relevant statutory authorities with respect to the Compliances, which register along with the monthly challans shall be made available by the Service Provider for verification (**Audit**) by Corporation Representative(s), upon request, from time to time.

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- 24.2.3 The Parties hereby agree that any violation of the laws with respect to any of the employee/nominee supplied by the Service Provider, under any legal enactment, made by any Government Authority and/or State Government/Local Authority, including, without limitation, the Workmen's Compensation Act, 1923, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Maternity Benefit Act, 1961, Contract Labour (Regulation and Abolition) Act, 1970, the Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976, Minimum Wages Act, 1948 or the Industrial Disputes Act, 1947, or any other labour law legislation, as the case may be, either existing or that might come into effect during the performance of Services under this Contract, shall be the sole responsibility of the Service Provider, which shall, if necessary, volunteer itself before any forum or court of law to clarify any confusion or dispute arising from any such violation of the laws.
- 24.2.4 The Service Provider acknowledges that the Corporation is obliged to pay compensation to a workman employed by the Service Provider under sub-section (1) of Section 12 of the Workmen's Compensation Act, 1923. During the performance of the Contract, the Corporation, without prejudice to its rights under Sub-section (2) of Section 12 of the said Act, shall be at liberty to recover such amount or any part thereof, in terms of Clause 15.3 (Payments Due to the Service Provider and Set-off), by deducting it from the Security Deposit or from any sum due by the Corporation to the Service Provider, whether under this Contract or otherwise.
- 24.2.5 Without prejudice to the above and notwithstanding the fact that any other legislations, enactments or any statutory modifications thereof, are applicable or not to the employee/labour/worker/Personnel provided by the Service Provider under this Contract, the Service Provider shall adhere to the obligations, including but not limited to, as referred in **ANNEXURE-2** to this Contract.

### **24.3 Indemnity**

- 24.3.1 The Service Provider shall defend, indemnify and hold the Corporation harmless from and against any Claim, in connection with Clause 24.1 (Permits and Authorisations) and 24.2 (Laws), which may be levied or imposed on the Service Provider or its sub Service Providers by any Government Authority, State Government/ Local Authority arising out of or in connection with the performance of this Contract.
- 24.3.2 For the above purpose, the Corporation shall have the liberty to forfeit the entire amount (or part thereof) of the Security Deposit(s) and/or may appropriate such amount (or the part thereof) of the Security Deposit(s) towards satisfaction of any sum(s) due or all costs, damages or expenses for which the Service Provider is liable to the Corporation under this clause. In case, the amount of Security Deposit(s) is not sufficient to cover the amount recoverable by the Corporation from the Service Provider, the Service Provider shall pay to

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the Corporation, on demand within the period so prescribed, the balance due and recoverable.

## **25 ASSIGNMENT AND SUBCONTRACTING**

### **25.1 Assignment**

- 25.1.1 The Service Provider shall not transfer or assign either the Contract or any part of it or any benefit or interest in or under it without the prior written approval of the Corporation.
- 25.1.2 The Service Provider shall not, during the currency of the contract, make any change in its constitution, without the prior approval of the Corporation. The Service Provider shall immediately notify to the Corporation in case of happening of an event that leads to an automatic change in its constitution. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.
- 25.1.3 In case the Service Provider is a sole proprietorship firm, the contract comes to an end with the death of the Service Provider / individual or the proprietor of the sole proprietorship firm and contract shall not be awarded to his legal heirs. Any person claiming to be as legal heirs of deceased Service Provider or the Sole proprietorship firm seeking the movable assets, amount(s) payable under Clause 15 (Payments), is required to get succession certificate from the court of Competent Jurisdiction.

### **25.2 Subcontracting**

- 25.2.1 The Service Provider shall not subcontract the Services or any part of the Services without the prior written approval of the Corporation
- 25.2.2 The Service Provider shall not be relieved from any of its obligations or liabilities under the Contract by virtue of any subcontract and the Service Provider shall be responsible for all work, acts, defaults and omissions of its sub Service Providers and its or their employees or consultants as though they were the work, acts, defaults and omissions of the Service Provider.
- 25.2.3 No subcontract shall bind or purport to bind the Corporation, and each subcontract shall provide for its immediate termination in the event of termination of this Contract, and for immediate suspension of the services under the subcontract in the event of suspension of the Services under this Contract.
- 25.2.4 All sub Service Providers shall be responsible only to the Service Provider. Notwithstanding the foregoing, the Corporation shall have the same rights in respect of the inspection of any services carried out by any sub Service Provider as are provided for in this Contract in respect of the Services.

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**(Signature of the Tenderer)**

## **26 VARIATIONS**

### **26.1 General**

26.1.1 No adjustment to the Services, the prices and/or rates set out in **SCHEDULE III**(Compensation Schedule) or any date specified in the Contract for performance of the Services shall be valid unless a variation order has been issued in writing by the Corporation (a “Variation Order”). No additional work or services shall be commenced by the Service Provider prior to the Corporation issuing a Variation Order in respect of such work or services.

26.1.2 A Variation Order shall in no way affect the rights or obligations or the Parties except as expressly provided in that Variation Order. Any Variation Order shall be governed by the provisions of the Contract.

### **26.2 Corporation’s Right(s)**

26.2.1 The Corporation may at any time issue a Variation Order to the Service Provider requiring the Service Provider to alter, amend, omit, add to, accelerate, re-programme or otherwise vary any part of the Services. Upon receipt of a Variation Order the Service Provider shall proceed immediately as instructed, and any necessary adjustment to prices and/or rates or dates for performance shall be subsequently made in accordance with Clause 26.2.3 below.

26.2.2 Notwithstanding Clause 26.2.1 above, the Corporation shall as far as reasonably practicable before issuing a Variation Order advise the Service Provider of the proposed variation and request the Service Provider to provide an estimate of the effect (if any) on the prices and/or rates and/or dates for performance such variation would have. Such estimates shall be provided by the Service Provider within 3 days of a request by the Corporation and if agreed to by the Corporation shall be recorded in a Variation Order

26.2.3 Where the Corporation has issued a Variation Order in accordance with Clause 26.2.1, the Parties shall use all reasonable endeavours to agree on fair and reasonable adjustments to the prices and/or rates and/or dates for performance, which shall, to the extent possible, be based on the existing prices and/or rates and/or dates for performance specified in the Contract. Such adjustments shall be recorded in a further Variation Order.

## **27 BUSINESS ETHICS**

27.1 The Service Provider shall at all times perform this Contract in a lawful manner consistent with the highest ethical standards and principles, including strict adherence to the Business Ethics. The Service Provider shall not at any time enter into any arrangement with

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personnel, officers or agents of the Corporation or its employees, officers or representatives.

- 27.2 In conducting its business, Service Provider shall not, at any time, either directly or indirectly, in the name of, on behalf of, or for the benefit of the Corporation, offer, pay, promise to pay, or authorize the payment of any money and/or gift, or offer, give, promise to give, or authorize the giving of anything of pecuniary value or otherwise to (a) any official, employee, agent, or representative of any government, or any government department, agency, or instrumentality thereof; (b) any political party or official thereof, or to any candidate, nominated or otherwise, for political office; or (c) any official, employee or agent of the Corporation; in each case for the purpose of influencing any act or decision of such official, employee, agent, party, or candidate or inducing such official, employee, agent, party, or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, agent, party, or candidate, or securing any improper advantage for or otherwise promoting the business interests of the Service Provider in any way. Service Provider shall require each of its directors, officers, employees, agents, consultants, subService Providers and suppliers to comply with the provisions of this clause.
- 27.3 In the event Corporation believes that the Service Provider is engaged in corrupt practices or is acting in contravention of the aforesaid provisions defined in this clause, during the existence of this Contract, Corporation shall have the right to take appropriate action, which may include the immediate termination of this Contract.

## **28 GENERAL LEGAL PROVISIONS**

### **28.1 Amendment**

This Contract shall not be amended except by an instrument in writing expressed to be an amendment or variation hereto and executed by the Parties.

### **28.2 Waiver**

No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Contract shall be interpreted as a waiver of such terms and conditions.

### **28.3 Retention of Rights**

Except in respect of the indemnities granted pursuant to **Clause 17 (Indemnities)**, unless otherwise specifically stated, both the Corporation and the Service Provider shall retain all rights and remedies, both under the Contract and at law, which either may have against the other.

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The Service Provider shall not be relieved from any liability or obligation under the Contract by any review, approval, authorisation, acknowledgement, issue of completion certificate or the like, by the Corporation.

#### **28.4 Notices**

- 28.4.1 All notices under this Contract shall be in writing and shall be served to the respective address and/or fax number set out in the Contract. Either Party may from time to time change its address and/or fax number for service herein by giving written notice to the other Party.
- 28.4.2 Any notice may be served by hand delivery to a Party at its address for service hereunder or by facsimile transmission or by mail.
- 28.4.3 Any notice given by hand delivery shall be deemed to be given at the time of delivery.
- 28.4.4 Any notice given by facsimile transmission shall be deemed to be given at the time transmission has been confirmed by the sender's fax machine, subject to the following provision:
- 28.4.5 Any notice served by mail shall be given by registered mail and shall be deemed to be given on the date recorded on the delivery recording sheets by the mail carrier as delivered to and signed for on behalf of the recipient.

#### **28.5 Invalidity**

If any provision of this Contract shall be held to be invalid or unenforceable by a judgement or decision of any court of competent jurisdiction or any authority, the same shall be deemed severable and the remainder of this Contract (including the remainder of the affected provision) shall remain valid and enforceable to the fullest extent permitted by law. In any such case, the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Contract.

#### **28.6 Entire Contract**

This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause 28.6 (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

#### **28.7 Rights of Third Parties**

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(Signature of the Tenderer)

Except to the extent of any indemnity or release of liability expressly granted in favour of the Corporation Group or the Service Provider Group, the Parties to this Contract do not intend that any term of this Contract should be enforceable by any third party, whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise. However, for the avoidance of doubt, the Parties may vary or terminate this Contract in accordance with its terms without the prior agreement of any other member of the Corporation Group or the Service Provider Group.

## **29 GOVERNING LAW AND JURISDICTION**

### **29.1 General**

Subject to Clause 29.2, this Contract shall be interpreted, governed by and construed in accordance with the laws of India (excluding any of its conflict of law rules which would direct or refer to the laws of another jurisdiction) for the time being in force and shall be subject to the exclusive jurisdiction of the courts at **DELHI**

### **29.2 Dispute Resolution**

Any dispute, disagreement, claim or other difference arising out of or in connection with this Contract (a "Dispute") shall be resolved in accordance with Clause 29.2 (Dispute Resolution).

29.2.1 In case, the Parties are unable to resolve any Dispute through good faith discussion, either Party shall be entitled to refer such Dispute to arbitration by serving notice on the other Party.

- In cases where the claim amount is INR 50 Crores or less, the arbitral tribunal shall consist of a sole arbitrator, to be appointed mutually by both the parties .
- In cases where the claim amount is in excess of INR 50 Crores, the arbitral tribunal shall consist of three members, one to be nominated each by a party and the presiding arbitrator to be appointed by the two nominated arbitrators.

29.2.2 The Parties agree that the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996 of India (or any statutory modification or re-enactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be at **DELHI**.

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**(Signature of the Tenderer)**

- 29.2.3 The arbitral proceedings in respect of a particular dispute shall commence on the date on which the arbitrator call upon the party to file its claim.
- 29.2.4 The Service Provider shall be obliged to continue to provide the Service(s) to the Corporation under the Contract or the Scope of Work, during the arbitration proceedings and no payment due or payable to the Service Provider (except payment in dispute) shall be withheld on account of such proceedings.
- 29.2.5 The cost of arbitral proceedings shall be borne by the party/parties in the discretion of the sole arbitrator.
- 29.2.6 The arbitration award shall be a reasoned award. The same shall be final and binding on the Parties. The right to refer any Dispute to arbitration pursuant to this Clause 29.2 (Dispute Resolution) shall survive the expiry or termination of the Contract.

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**(Signature of the Tenderer)**



**ANNEXURE-1****BANK GUARANTEE**

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

This Deed of Guarantee made this \_day of between (Name of Bank) having its registered office at\_(place) and one of its local offices at(hereinafter referred to as the **Surety**), in favour of Central Warehousing Corporation, a Statutory Corporation established under the Central Warehousing Corporation Act, 1962 having its Corporate Office at 4/1 Sri Institutional Area, August Kranti Marg, HauzKhas, New Delhi 110016 (hereinafter referred to as CWC).

WHEREASM/s \_\_\_\_\_(hereinafter referred to as “Service Provider”) having its registered office at \_\_\_\_\_ is bound to furnish Security Deposit to CWC in connection with the Contract awarded to the Service Provider for Handling & Transport contract at \_\_\_\_\_(name of the centre).

WHEREAS the Service Provider as per the provisions of the Contract has agreed to furnish Performance Bank Guarantee for Rs. \_\_\_\_\_ for due performance of all obligations under the contract and/or if the Absolute Rate quoted is below SOR, within Fifteen (15) working days from the date of acceptance of tender.

**NOW THIS WITNESSETH:**

1. That the Surety in consideration of the above Contract awarded by CWC to the Service Provider, hereby undertake to pay on demand by the CWC and without demur, and without notice to the Service Provider, the said amount of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_).
2. This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Service Provider and by dissolution or any change in the constitution of CWC, Service Provider or the Surety.
3. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of CWC in writing.
4. Notwithstanding anything contained in the foregoing, the Surety’s liability under this Guarantee is restricted to Rs. \_\_\_\_\_(Rupees \_\_\_\_\_).
5. This Guarantee shall remain in force and effective up to and shall expire and become ineffective only on written intimation given to the Surety by CWC for this purpose and in that case this Guarantee shall stand discharged.

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**(Signature of the Tenderer)**

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 Company certified that the terms and conditions of the said agreement have been fully & properly carried out by the said Second Party(s) so as to satisfy the claims of the Company against the Second Party, if any, for the contract to which the Guarantee relates.

6. The Surety will make the payment pursuant to the Demand issued by CWC notwithstanding any dispute or disputes raised by the Service Provider against CWC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety's liability under this guarantee is absolute and unequivocal.
7. Any forbearance, act or omission on the part of CWC in enforcing any of the conditions of the awarded Contract or showing any indulgence by CWC to the Service Provider shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by CWC.
8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before \_\_\_the Surety shall be discharged from all liabilities under Guarantee thereafter.
9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.
10. Cover message for this BG has been sent to CWC bankers i. e. ICICI Bank, 9Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007)through SFMS.

SIGNED AND DELIVERED  
on behalf of above named Bank

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

**(Signature of the Issuing Officer)**

**(Signature of the Tenderer)**

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**(Signature of the Tenderer)**

**ANNEXURE- 2****LABOUR LAW(S) COMPLIANCES AND OBLIGATIONS**

1. Service Provider shall adhere to all general labour & statutory regulations, as may be applicable on it from time to time including, all necessary aspects such as minimum wages, PF, medical insurance, and accident insurance etc. for Personnel it engages for discharging its obligations under this Contract. The Service Provider shall also comply with all Rules, Acts and Regulations made or as may be made by the Government Authority, State Government/ Local Authority from time to time pertaining to the Contract, pertaining to Labour Law(s).

Service Provider shall submit copies of proof of statutory payments like insurance premium receipt, PF statement on quarterly basis to the Corporation/ Regional Manager for ensuring compliance.

2. Service Provider shall strictly disburse salaries to its Personnel on time without fail. Service Provider shall be responsible for collection & payment of taxes and any other statutory requirements made by any Government Authority, State Government/ Local Authority having jurisdiction, on behalf Personnel engaged.
3. While submitting monthly bill(s), Service Provider shall submit all statutory registers (mentioned below) duly signed for the previous month to the Corporation/ Regional Manager. Acceptance of bill(s) shall be at the discretion of the Regional Manager in case of non-fulfillment of this condition.

The following is an indication and an inclusive list of Service Provider's obligations under this Contract in respect of Labour Law(s) compliances:

- 1a. The Service Provider shall be liable for making contributions in accordance with the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the scheme framed there under in respect of the Personnel employed by it. The Service Provider shall recover the amount payable by such Personnel and pay to the Corporation i.e. the Principal Employer under the said Act, the amount of member's contribution together with an equal amount of Service Provider's contribution. If, on account of the default of the Service Provider in making/depositing such payments or for any other reason, the Corporation makes such contributions on behalf of the Service Provider, the CWC shall be entitled to set off against the amount due to the Service Provider, the contributions made by it on account of his default in making payment or otherwise in respect of the labour employed by the Service Provider.

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- 1b. The Service Provider shall maintain and submit following Records & Returns prescribed under the EPF Act, 1952 and the Scheme framed there under to the Authority designated under the said Act and to the Regional Manager of the Corporation, or any officer acting on his behalf.

Form-2	Nomination & Declaration Forms to be submitted for new entrants
Form-3.	The Contribution Card for the currency period-annually.
Form-3-A	Contribution Card for the currency period from 1 <sup>st</sup> April; to 31 <sup>st</sup> March annually.
Form-4	Contribution Card for Employees other than monthly paid Employees annually.
Form-5	Return of Employees qualifying for the Membership.
Form-5A	Return of Ownership to be sent to the Regional Commissioner.
Form-6.	Return of the Contribution Card and Annual Statement of Contribution
Form-6A	Consolidated Annual Contribution Statement
Form-10	Form of Maintenance of Accounts.
Form-11	Balance Sheet.
Form-12-A	Statement of Contribution Monthly

- 1c. The Service Provider shall, within 7 days of the close of every month, submit of the Principal Employer (Corporation), Statement showing the recoveries of Contribution in respect of Employees employed by or through him and shall have to furnish to him such information as the Principal Employer (Corporation) is required to furnish under the provisions of Employees Provident Fund Scheme 1952 to the Commissioner.
- 1d. The Service Provider shall maintain inspection Note Book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The Service Provider shall also make available the same when asked for inspection to the Officer of the

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Regional Provident Fund Commissioner and to the Regional Manager of the Corporation or any officer authorized by him, acting on his behalf.

2. If the Service Provider fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP Act, 1952 and Scheme framed there under and also to Regional Manager \_\_\_\_\_, Central Warehousing Corporation, CWC will be at liberty to withhold the pending bills, Security Deposit etc, and or any other payments due to the Service Provider.
3. In complying with the said enactments or any statutory modifications thereof, the Service Provider shall also comply with or cause to be complied with the labour regulations 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 and 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.
4. Notwithstanding the fact whether the said legislations, enactments or any statutory modifications thereof, are applicable or not to the employees/workers employed by the Service Provider of shall comply with the following:-

4i. **PAYMENT OF WAGES TO WORKERS:-**

The Service Provider shall pay not less than minimum wages to the workers engaged by them on either time 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 from time to time during the currency of contract period. 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 Service Provider shall maintain following records and registers as per Minimum Wages Act, 1948 & Central Rules made there under:

Form-I.	Register of fines.
Form-II.	Register of deduction for damage or loss caused to employer by the neglect or default of the employed person.
Form-III.	Annual return
Form-IV	D.T. Register for workers.
Form-V.	Muster Roll.
Form; IXa	Abstract of the Act & Rules to be displayed on Notice Board.

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Form XI.	Wage slips should be issued to the Contract Labour in a day prior to disbursement of wages.
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The proforma of Register of Fines and Deductions is indicated below:

### Register of Fines

Register of Fines										
Sl. No.	Name	Father's/Husband's Name	Sex	Department	Nature and date of offence	Whether workmen show-caused against fine or not, if so enter date	Rate of Wages	Date and amount of fine	Date on which fine realized	Remarks

**Register of Deductions for damages or loss caused to the Employer by the Labourer(s)**

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## Register of Deductions for damages or loss caused to the Employer by the Labourer(s)

Sl. No.	Name	Father's / Husband's Name	Sex	Department	Damages/ loss caused and date	Whether workmen show-caused against deduction or not, if so enter date	Date and amount of deduction imposed	Number of Instalment, if any	Date on which damage/ loss realized	Remarks

4ii. **Weekly off:**

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

4iii. **Attendance Allowance:**

The Service Provider shall pay attendance allowance per day @ 50% of the daily wages notified by the Minister of Labour under the Minimum Wages Act from time to time to the regular workers generally employed by him on him on piece rate basis when such worker report for duty on the day but is not booked or given work for the day shift. Aforesaid wage/benefits at Clause vi (e) (i) to (iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. He General Manager shall have the right to deduct any sum due to the Service Provider required for making good the loss suffered by a worker of 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 their wages which were not justified or not observations of the regulations/enactments mentioned in Clause VI (a).

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- 4iv. Welfare and Health of contract Labour Duties and responsibilities of the Service Provider: The Service Provider shall comply with the provisions as regards provision of canteen/rest room, latrine, Urinal, Washing facilities, first and facilities etc as follows as contained in the Contract Labour ( Regulation & Abolition) Act 1970 and other applicable laws no amended from time to time.
- (a) Where contract labour is required to halt at night and work is likely to continue for three months, a rest room is to be provided by the Service Provider within 15 days.
  - (b) Where 100 or more Contract Labour is likely to continue work for six months, the Service Provider shall provide a Canteen within 60 days of employing labour.
  - (c) Sufficient supply of drinking water at convenient places to be provided.
  - (d) Sufficient number of latrines and urinals to be provided.
  - (e) Adequate and suitable washing, bathing places separately for men and women, shall be provided by the contract.
  - (f) First Aid box (one box for 150 Contract Labour) to be provided in working hours.
- 4v. Contract Labour (Regulation & Abolition) Rules, 1970
- (a) As per Rule 25 (2) (VIII), every Service Provider shall file a return intimating commencement/completion of contract work within 15 days to the inspector in Form VI.A.
  - (b) As per Rule 75, the Service Provider shall maintain a Register of workmen Employed in Form-XIII and he shall also display hours of work, nature of duty etc.
  - (c) Every Service Provider shall issue a Service Certificate in Form-XV to the workman on termination of his services as per Rule. 77.
  - (d) As per Rule 82(1), every Service Provider shall submit Half-yearly Returns in duplicate in Form-XXIV to Licensing Officer within 30 days from the close of Half-year.
  - (e) Notice to be displayed as required under Rule 81(1) and copy of such notice to be sent to Inspector as per Rule 81(2).
  - (f) The Service Provider shall also maintain following records/ registers also:
    - Muster Roll in Form XVI;

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- Register for deduction for damage, loss in Form XX as per Rule 78(1)(a)(ii);
- Register of Fines in Form XXI;
- Register of Advances in Form XXII.

(g) Employment Card shall be given by Service Provider in Form XIV to each worker within 3 days of employment as per Rule 76, in the following format:

Temporary Contract Labour's Employment Card	
	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">Recent Photograph</div>
1. Name of the Labour/Worker	_____
2. Father's/ Husband's Name	_____
3. Date of Birth	_____
4. i) Address (Local)	_____
ii) Permanent	_____
5. Name and address of CWC Service Provider	_____
6. Valid (Period of the Service Provider)	From _____ to _____
_____ <b>Signature and stamp of the Service Provider/            Authorised representative</b>	

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**SCHEDULE- II: SCOPE OF WORK**

**PART-I: SERVICES**

**FOR STOCKS RECEIVED AT OR DESPATCHED FROM RAILSIDE  
WAREHOUSE COMPLEX AT RWC\_\_\_\_\_**

1. Unloading from railway wagons/rakes/jumbo rakes/ trucks at RWC.....or loading in trucks/any other vehicle(s)/wagons/rakes/jumbo rakes as mentioned in **Appendix 16-A, 16-B& 16-C.**
  - i. (a) The Service Provider shall unload the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from wagons/rakes/jumbo-rakes placed at the RWC, ..... or unload the food grains/fertilizers/cement/salt/Sugar or any other notified commodities from trucks/any other vehicle (s), carry them and stack the bags on the platform/ground if required and then stacking in the godowns wherever necessary upto the 13 height or in accordance with the instructions of the Terminal Manager.
    - (b) The service provider shall take out foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from the stacks in the godowns and carry them on head loads or if necessary by using hand trolleys, carts etc and load them in to the parties truck/wagons for delivery/ dispatch as the case may be in accordance with the instructions of the Terminal Manager.
  - ii. (a) The Service Provider shall unload the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from wagons/rakes/jumbo-rakes placed at the RWC, ..... or unload the food grains/fertilizers/cement/salt/sugar or any other notified commodities from trucks or any other transport vehicle, carry and directly load them into trucks or any other transport vehicle(s) or into wagons for deliveries/dispatches in accordance with the instructions of the Terminal Manager.
    - (b) The Service Provider shall unload the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from wagons/rakes/jumbo-rakes placed at the RWC, ..... or unload the food grains/fertilizers/cement/salt/sugar or any other notified commodities from trucks or any other transport vehicle and carry them on head loads or if necessary by using hand trolleys, carts or any other mode of carriage and load them into the parties trucks or any other vehicles/ wagons directly across the warehouse situated in the same complex/ premises but at a considerable distance from the railway siding for delivery/dispatches as the case may be in accordance with the instructions of the Terminal Manager.
  - iii. a)The Service Provider shall unload the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from wagons/rakes/jumbo-rakes placed at non-RWC siding or unload the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from trucks or any other vehicles as the case may be carry them and stack the bags on the platform/ ground in accordance with the instructions of Terminal Manager.

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- a) The Service Provider shall take out foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from stacks in the platform/ground at non-RWC siding and load them into the parties truck/ wagon for delivery/dispatch as the case may be in accordance with the instructions of Terminal Manager.
  - b) The Service Provider unload the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from wagons/rakes/jumbo-rakes placed at non-RWC siding or unload the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from trucks or any other transport vehicle, carry and directly load them into the parties truck/any other transport vehicle or into the wagons as the case may be for delivery/ dispatch in accordance with the instructions of Terminal Manager.
  - c) The Service Provider shall unload foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from the wagons/rakes/jumbo-rakes placed at the non-RWC siding and stack them on the platform/ground and load the same into truck or any other transport vehicle and carry to RWC for unloading the same from trucks or any other transport vehicle at RWC and stack upto 13 height or as directed by the Terminal Manager inside the RWC godown.
  - d) The Service Provider shall take out foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from the stacks in RWC godown, load them into the truck or any other transport vehicle carry it to non-RWC siding stack them in the platform/ground, if required, and load the same into the wagon for outward dispatches.
- iv.** The rate for handling of food grains/fertilizers/cement/Salt/Sugar or any other notified commodities shall be on the basis of branded weight or declared RR weight.
- v.** No compensation shall be admissible to the Service provider on account of non-availability of work sufficient to engage the number of trolleys/mobile conveyors or other labour specified in any programme issued by the Terminal Manager, RWC.
- vi.** No separate remuneration shall be paid for collecting, bagging and removal or process waste, i.e. chaff etc.
2. Shifting of such quantity of food grains/fertilizer/cement/Salt/Sugar or any other notified commodities as may be required day to day by the Terminal Manager from one godown to another godown or from one compartment to another compartment in the same premises manually or mechanically including use of vehicles.
  3. Service Provider shall provide such number of male or female casual labour whenever asked to do so at short notice during day or night, by the Terminal Manager. The payment of Casual Labour wage shall be not less than the minimum statutory rates fixed by the appropriate authority for the material period as fixed wages per male/female Casual Labour per day.
  4. Service Provider shall unload the food grain/cement/salt/sugar/fertilizer or any other notified commodities from wagons/jumbo rakes place at the RWC, ..... and stacking at the

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platform/ground and thereafter load into trucks and transportation to other sheds/compartments of RWC and unloading from trucks to the sheds and compartments then stacking in the godown wherever necessary upto the height of 13 bags or in accordance with the instructions of the Terminal Manager.

**(PART-II) OTHER ANCILLARY SERVICES:**

The various services/operations under this part are being ancillary services forming part of the other major operations listed in the schedule or are very occasional and rarely required. **No separate remuneration will be paid for these services.**

**1. Weighment:**

The Service Providers shall, with their labour and scales and under their supervision, weigh such number of bags of foodgrains/fertilizer/cement/Salt/Sugar or any other notified commodities as may be required after placing the bags wherever necessary either before or after weighment. Weighment of foodgrains/fertilizer/cement/Salt/Sugar or any other notified commodities etc. as described above shall be done in connection with any other service like dispatch, receipt, delivery etc. in or at RWC godown/railway platform/railway siding/ shed or anywhere else as directed by the Terminal Manager. The Service Provider shall be responsible to supply adequate and sufficient number of scales for weighment provided always that Service Provider shall not use their own scales when the same are available with the CWC and Service Provider shall be liable to pay hiring charges of the same at the rates prescribed in the schedule. The Service Provider shall as and when required stitch the bags with the stitching machine to be provided by the CWC either with an operator or without an operator, and the Service Provider shall be liable to pay hiring charges for the same at the rates prescribed in the schedule. **No extra remuneration shall be eligible to service provider.**

**2. Physical Verification:**

The Service Provider shall, with their labour and scales and under their supervision, weigh/count such number of bags of foodgrains/fertilizers/cement/ Salt/Sugar or any other notified commodities etc. as may be required for physical verification, weighment for these services shall be deemed to include carrying bags from stacks to weighing scales, weighment, removing bags from scales doing Kacchastacking inside or outside the godown as and when necessary, carrying the weighed bags and stacking them upto the required height in the same godown or in another godown of RWC as may be directed by the Terminal Manager. **No separate remuneration will be paid for this service.**

**3. Standardization:**

The Service Providers shall with their labour and scales and under their supervision standardize such number of bags of foodgrains/fertilizer/cement/ Salt/Sugar or any other notified

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commodities etc. as may be required by the Terminal Manager. Standardization shall be deemed to include carrying the bags from the stacks to weighing scales, cutting open the mouth of bags or emptying the contents after cutting open the mouth of bags, making a palla if necessary and filling upto a prescribed weight in one or more new/small/big size gunnies, putting bags on the scales, putting in or taking out contents from each bag as may be necessary or in order that each bag contains the standard weight of foodgrains/fertilizer/cement/Salt/Sugar or any other notified commodities as fixed by the Terminal Manager or an Officer acting on his behalf, removing the bags from scales, re-stitching with at least 16 stitches on each bag, doing Kaccha stacking inside or outside the godown as and where necessary, carrying the standardized bags and stacking upto the required height or loading into wagons or such bags shall be left in a countable position, in a well stacked manner in the godown. The standardized bags shall be stacked in the same godown or in other godown as directed by the Terminal Manager or an Officer acting on his behalf. The Service Provider shall wherever required arrange double line machine stitching of the bags at the time of standardization of bags for which the machines will be arranged by the Service Provider. **No separate remuneration would be payable.**

Filling gunnies with loose grains to a prescribed weight with stitching and stacking/loading/delivery:

The Service Provider shall, where necessary, make heap (or Palla) of any loose stocks sweeping, damaged grains etc. available in the godown or anywhere else and fill the same in the empty gunny bags. The filled bags shall be carried to scales brought to the prescribed standard weight, stitched with at least 16 stitches and stacked or dispatched/delivered as required. **No extra payment will be made for this operation.**

#### **4. Cleaning:**

The Service provider shall have to provide battery operated vacuum sweeping Machines (minimum 3) along with Manpower to operate them, for cleaning and sweeping purpose in and around the godown premises (including platforms). The Service Provider will also be required to carry out mechanized cleaning of the circulating /road area in compliance to environmental laws & regulations. The collection of sweeping material inside the warehouse by Machines (battery operated) shall be handed over to Users/Customers through Terminal Manager's office. The cleaning of railside platforms should be such that there is no obstruction in opening and closing of warehouse gates. The Service Provider shall as and when required with their labour undertake cutting open the mouth of the bags that may have been unloaded in wet conditions from balance and spread the stocks for aeration, undertake cleaning of foodgrains /fertilizer/cement/salt /sugar or any other notified commodities thus effected as also clean the sweepings etc. Cleaning shall be deemed to include collection of accumulated spilled stocks from wagon floor or platforms and also pre-cleaned stocks whenever required by carrying them to the place assigned for cleaning and subject to such process or whenever required by carrying them to the place assigned for cleaning and subject to such process or operations like winnowing, shifting, passing through sieves or other methods of cleaning or cleaning by

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machines etc. removing the cleaned grains, filling the grains in bags, weighing them to standard weight as may be prescribed by the Terminal Manager and stacking them up to the required height or loading them into wagons/trucks/transport vehicles as directed, collecting the refraction; filling them in bags as directed, weighing them and stacking them up to the required height or loading/delivering them as directed. The service provider shall also have to undertake manual cleaning of Track after unloading every rake/ every week and also cleaning of circulating area by battery-operated machines with manpower and furnish weekly certificate of cleaning to the office of the Terminal Manager. **No extra payment will be made for this operation.**

**5. Reconditioning/drying of damaged foodgrains/fertilizer/cement/salt/sugar or any other notified commodities:**

The Service Provider shall undertake reconditioning/drying of damaged food grains/fertilizer/cement /salt/sugar or any other notified commodities whenever required. Reconditioning / drying shall be deemed to include carrying foodgrains/ fertilizer/ cement or any other notified commodities bags from stacks or anywhere else from the godown, cutting open the mouth of the bags, spreading the food grains/fertilizer/cement/salt/sugar or any other notified commodities inside or outside the godowns and after reconditioning/drying making them into a Palla filling loose grains into empty gunnies up to a prescribed weight, stitching and stacking the bags in the same or another godown upto the required height or loading/ delivering them as directed. **No extra remuneration would be payable for such operations.**

**6. Re-bagging:**

The Service Provider shall re-bag loose grains etc. of the contents of unserviceable bags into new bags supplied. Re-bagging shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a Palla, if necessary, filling the new bag up to a prescribed weight, stitching them doing Kaccha stacking inside or outside the godowns as and when necessary, and stacking them upto the required height or delivering/dispatching as directed. **No extra payment will be made for this operation.**

**7. Loading/unloading of open wagons:**

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

**8. Loading/unloading of box wagons:**

The Service Provider shall load or unload box type (open) railway wagon, wherever necessary. In addition to the normal duties and responsibilities attached to the service of loading/unloading

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covered wagons, the Service Providers shall also perform all other auxiliary services incidental to handling of box type wagons.

**9. Breaking of stacks and restacking:**

The Service Provider shall as and when necessary arrange to break any stack (s) in the godown/plinths and restacking in the same or another godown/plinths upto the required height of breaking/carrying from the Kaccha stacks or platform/godownverandah/ground by headloads and stacking inside the same, or another godownupto the required height. The operations being incidental to main operations, **the Service Provider will not be eligible for extra remuneration.**

**10. Collection of scattered bags:**

The Service Provider shall as and when required remove/collect the scattered bags from the godowns and stack them in the same or another godownupto the required height. **No extra payment will be made for this operation.**

**11. Bundling of empty gunnies:**

The Service Provider shall collect the empty gunnies released after various operations re-bagging, cleaning etc. and bundle them into bundles of 50 each as directed by the Terminal Manager. The bundles shall be neatly made to allow verification, and the twine required for tying or stitching outer surface of the bundles shall be supplied by the Service Provider. The bundles so made shall be carried to the place assigned of storage of empty gunnies and stacked in accordance with the instructions of the Terminal Manager. **The remuneration for this service shall be deemed to be inclusive in the main operations.**

**12. Stenciling of bags:**

The Service Provider shall with their labour and stenciling materials, stencil such number of bags as may be directed by the Terminal Manager. In full wagonloads the name of destination station in block English letters shall be stenciled on such number of bags, as may be required. In the case of smalls, the particulars of the consignee, commodity and weight of the contents shall also be stenciled. The Service Provider may with prior permission of the Terminal Manager, mark the bags in the prescribed manner with the brush and indelible ink instead of stenciling. **No extra payment will be made for this operation.**

**13. Supply of Casual Labour:**

The Service Provider shall provide such number of male or female casual labour wherever asked to do so at short notice during day or night, by the Terminal Manager. The payment of

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Casual Labour wage shall be not less than the minimum wages fixed by the appropriate authority for the material period as fixed wages per male/female Casual Labour per day.

The labour so supplied will be for any other work as required by Terminal Manager, RWC and not for any item included under section-VI-C.

**14. Loading/Unloading of Wooden Crates, Tarpaulins, Gunny Bales, Fumigation Cover/Jute Twine etc., Spraying and Fumigation:**

The Service Provider shall have to load/unload the wooden crates/gunny bales/fumigation covers/jute twines/tarpaulins from the trucks/wagons and stack them in the designated place as per the instructions of the Terminal Manager. They shall also perform the reverse operation whenever directed with all incidental activities of bringing the fumigation covers, unfolding, covering/de-covering the stocks, spraying, fumigation, brushing and cleaning after de-covering, folding the covers and neatly keeping them back. **No separate remuneration would be payable as these operations being incidental to the main operation.**

**15. Deployment of Staff:**

The Service Provider shall deploy his own men for manning all the transaction points of CWC at RWC, ..... and maintain all the stock records. They shall be responsible for the stocks received at the RWC till it is issued out to the recipients and render all the accounts as required by the Terminal Manager, RWC/ CWC, Corporate Office, New Delhi. The Service Provider shall also be responsible for any shortages during the operations and while in storage at RWC of all stocks received/dispatched there. The service provider shall deploy adequate number of staff such as Tally Clerks, Sweepers, Stitchers, Supervisors etc., to the entire satisfaction of Terminal Manager, to protect the stocks under storage. The Terminal Manager, RWC, may specify more or less number of personnel under each category depending upon the quantum of work.

**No extra remuneration would be payable to the Service Provider on this account.**

**PART III: AUXILIARY, INCIDENTAL SERVICES AND DUTIES**

The Service Provider shall carry out all items of Services assigned or entrusted by the Terminal Manager or an officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said officer of the Corporation. It shall render the Services to the satisfaction of the Terminal Manager/Corporation or an officer acting on its behalf, together with such auxiliary and incidental duties, services and operation as may be indicated by the said officer(s) and that are not inconsistent with either the Conditions of Contract (Schedule I) or the Scope of Work

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(Schedule II). Remuneration for all auxiliary and incidental duties and services not specifically provided for in the Schedule of Rates for Services shall be deemed to be included in the remuneration for all the Services to be provided under Part I and Part II of Schedule II (Scope of Work).

1. The Service Provider shall always be bound to act with reasonable diligence and in a business like manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.
2. The Service Provider shall take adequate steps and necessary precautions to avoid wastage and damage to food grains/fertilizers/cement/salt/sugar or any other notified commodities etc. during the loading/unloading of trucks/wagons/or any other transport vehicles at the railheads/godowns or any other loading/unloading point. The Service Providers shall be liable for any loss, which the CWC may suffer on account of the bags not being properly handled. The decision of the CWC regarding such loss shall be final and binding on the Service Providers. They shall spread their own tarpaulins or gunny/tarpaulins at the loading/unloading points to avoid wastage and damage.
3. The Service Provider shall provide fifty numbers of tarpaulins/polythene sheets/ covers (size- 30' x 20') to ensure separation of stock of food grains / fertilizers / cement / salt / sugar or any other notified commodities etc. during the operation to avoid mixing/contamination. The decisions of the CWC in this matter shall be final and binding on the Service Provider.
4. The Service Provider shall provide their own planks and supporting bags to serve as ladders for the purpose of loading/unloading into/from trucks/wagons/jumbo-rakes or stacking. Accordingly, the Service Providers shall make available three numbers of wooden planks for every 5000 M.T. or part thereof as per the specifications provided by Officer In charge. The planks so deployed by the Service Providers shall be serially numbered and shall be certified by the Terminal Manager on every three months interval to ensure safety in the use of stacking purpose. The Service Provider shall also make available aluminum Ladder/bamboo ladder of suitable specifications, as prescribed by the Terminal Manager, for use in the godowns. The minimum number of such ladders to be made available by the Service Provider shall be Two Numbers for every 50 stacks. No filled bags shall be used in unloading/loading operation for stepping.
5. The Service Provider shall ensure that their labour do not use hooks for handling food grains/fertilizers/cement/salt, flour, Sugar, or any other notified commodities bags. **The use of hooks will render the contract liable for cancellation.** The service Provider shall also

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be liable to make good to CWC, any loss caused by the use of hooks. The decision of the CWC regarding such losses shall be final and binding on the Service Provider.

6. The Service Provider shall prepare necessary forwarding notes, risks notes form etc. in respect of consignment intended for dispatch by rail for which necessary wagon fee will also be deposited by him from his own funds (reimbursable by CWC on actual) with the Railway in accordance with their rules.
7. If any consignment received on 'freight to pay' basis, which of course would be on rare occasion, the Service Providers shall pay the freight charges in the first instant and then recover same by "submitting a stamped and Pre-receipted bill supported by vouchers".
8. The Service Provider shall ensure before the commencement of unloading of each wagon that the wagon seals are intact and if any wagon seal found to be tampered with, they shall bring the matter to the notice of Railway Representative. The Service Provider shall promptly report it in writing to the Terminal Manager.
9. The Service Provider shall keep complete and accurate record/account of the number of bags unloaded from each wagon and in the event of any shortage being noticed, shall bring in writing such shortage promptly to the notice of the Terminal Manager and the Railway Authorities concerned. They shall keep aside any stock of damaged bags received in the wagons and after ascertaining the loss by weighment, report the fact to the concerned authorities viz, the Terminal Manager and the Railway Authorities concerned.
10. The Service Provider shall, as and when required, be also responsible for routine cleaning of the interior or any type of wagon prior to loading to the satisfaction of the officer(s) supervising loading/dispatches. The remuneration for loading/unloading into wagons shall be deemed to include the remuneration for such routine cleaning of wagons
11. The Service provider shall, as and when required, be also responsible for hand-shunting of wagons from loading/unloading points. The remuneration for loading/ unloading of wagons to the extent found necessary shall be deemed to include the remuneration for such Hand-Shunting of wagons.
12. The Service Provider shall obtain clear railway receipt in respect of the consignments booked by them. If in any case, the railways refuse to issue clear railway receipts, the Service Provider shall bring the matter in writing to the notice of the Terminal Manager before loading the bags into wagons. Copies of all correspondence in the matter shall be sent by the Service Provider to the Terminal Manager. It will be the responsibility of Service Provider to ensure that the proper remarks/entries are made in the railway delivery book at

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the time of receipt/delivery as per railway rules from time to time.

13. The Service Provider shall also deploy supervisors at their own cost and in case, the work load so warrants the Service Provider shall increase their number of accordingly to ensure smooth transaction to the full satisfaction of the RWC's Terminal Manager.
14. The Service Provider shall be responsible for unloading/loading the wagons/rakes/ jumbo-rakes within the free period allowed by the railways and also loading/unloading the trucks, any other transport vehicles expeditiously. The Service Providers shall be liable to make good any compensation, demurrage/ Wharfage or other charge or expenses that may be incurred by the CWC on account of delays in loading/unloading of trucks and unloading of wagons/rakes/jumbo-rakes unless, the delay is for reasons beyond the Service Provider's control. The decision of the CWC in this respect shall be final and binding on the Service Provider.
15. The Service Provider shall strictly abide by all rules and regulations of railways and police/municipal/local authorities.
16. The Service Provider shall be responsible for any loss which the CWC may suffer on account of the bags not being properly stacked. The decision of the Terminal Manager regarding such loss shall be final and binding on the Service Provider. The Service Provider shall at the time of standardization, cleaning etc., ensure that the mouth of each bag is cut open cautiously and with utmost care so as to avoid any damage or loss to the bags and wastage of food grains/fertilizers/cement/ salt/sugar or any other notified commodities. The Service Provider shall be liable for loss to the CWC on this account and the decision of the CWC in the matter shall be final and binding on the Service Provider. The Service Provider shall carry empty bags from the gunny storage godowns or from any other place indicated by the Terminal Manager to the place (s) of operations for bagging/rebagging etc., and no extra remuneration for such carriage of empty bags will be payable on any account.
17. In carrying out the various operations involving carriage of bags inside or outside godowns, it is desirable that the use of wheeled contrivances like hand trolleys by the Service Provider is ensured. No extra remuneration whatsoever will be payable.
18. The Service Provider shall be responsible for providing complete and accurate account of all stocks of food grains/fertilizers/cement/salt/sugar or any other notified commodities. Etc. and empty gunny bags received by them and shall maintain all the records as prescribed by

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the CWC from time to time and furnish returns and statements in such manner, as the Terminal Manager may prescribe, including computerized MIS covering services rendered by him.

19. The Service Provider shall be liable for all cost, damages, charges and expenses suffered or incurred by the CWC due to the Service Provider's negligence and unworkman like performance of any service under this contract or their failure to carry out the work with a view to avoid incurrence of demurrage, Wharfage etc. and for all damages or losses occurred to the CWC or in particular to any property or plant belonging to the CWC due to any act whether negligent or otherwise of the Service Provider or their employees. The decision of the CWC regarding such failure of the Service Provider and their liability for the losses etc. suffered by CWC shall be final and binding on the Service Provider.
20. The Service Provider shall provide and maintain correct weights and scales duly certified by the concerned authority of Weight & Measurement Department and carry out all the weighments accurately. The Terminal Manager shall have the right to check the weights, scales and weight of any bag or bags or to open any bag for examination. Where the scales of the CWC are used by the Service Provider, he shall be responsible for the proper maintenance and handling of the scales. If any damage or breakage to the weighing scales or any loss is sustained in the course of their shifting from one godown to another (for which the Service Provider shall not be entitled to any separate or extra payment) or when such equipment is provided by the CWC and is under the custody of Service Provider for purpose of carrying out weighment operations, then he shall make good the losses etc, sustained by the CWC on this account and the decision of the CWC or an Officer authorized by CWC as regards, the extent and liability of the Service Provider in such matters shall be final and binding on the Service Provider.
21. The Service Provider shall, when directed to do so, arrange to obtain tarpaulins/ropes/lashes supplied by the railways, transport them, if necessary, spread tarpaulins over or inside open, box type or leaky covered wagons as the case may be, tie and rope/lashes over the consignments of foodgrains / fertilizers / cement/salt/sugar or any other notified commodities/ loaded in such wagons/rakes/ jumbo-rakes with a view to ensure the safety of goods in rail transit and also untie ropes/lashes and remove the tarpaulins from the wagons and perform or other auxiliary services connected with the handling of such wagons. The remuneration for loading/unloading of such wagons/rakes/jumbo.
22. The service provider shall not indulge in corrupt practices like dala system and bait, failure to which he shall be liable for penal action for such corrupt practices/ unfair means.
23. All taxes/ levies/ fees / charges payable to the State Government/Local bodies etc. on the

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services to be performed under the contract shall be paid by the Service Provider and no claim what so ever shall lie against the CWC on this account.

24. Interim stacking whether inside or outside the Godowns wherever necessary in the services of physical verification and standardization, cleaning, drying, filling etc. shall be deemed to be included in the relevant service and no separate remuneration for such interim stacking will be paid on any account.
25. Carriage of bags, whether by change of head-loads or by using hand trolleys and carts or any other mode of transport provided by the Service Provider, shall be deemed to be included in the relevant services and no separate remuneration will be paid for such carriages, unless otherwise provided for.
26. The Service Provider shall engage competent and adequate supervisory staff and labour to the satisfaction of the Terminal Manager for ensuring efficient handling of the stocks and furnishing correct up-to-date position/information/progress of work, statements and accounts. The service provider shall also ensure to manage to provide adequate labour in the range of 200-250 with a norm of deployment a gang of minimum 10-12 laborers per wagon for loading/unloading operation of stock on placement of rake and to facilitate completion of the said operation within permissible free time. Similarly, the service provider shall also ensure to provide sufficient labour as per requirement of the Terminal Manager for loading/unloading of the trucks/any other vehicles to avoid their detention unreasonably. The Service Providers shall be responsible for the good conduct of his employees and shall compensate the CWC for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Terminal Manager RWC shall have the right to ask for the dismissal of any employee of the Service Provider who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the Service Provider, their servants or agents or representatives shall be final and binding on the Service Provider.
27. The Service Provider shall inform the Terminal Manager RWC, the name of one or more responsible representative (s) authorized to act on his/their behalf in day to day working of the contract. It shall be the duty of those representative (s) to call on the office of Terminal Manager, every day generally to remain in touch with them to obtain information about the program of arrivals or dispatches to various recipients and other godown activities and to report the progress of loading/unloading work etc. and generally to take instructions in the matters.
28. The Service Provider shall obtain from the Terminal Manager particulars of consignments, expected to be received and/or proposed to be dispatched from/at godowns/ rail heads as the case may be. In the case of receipt of food grains/fertilizers/ cement/salt/sugar or any other

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notified commodities etc. the service Provider shall collect the relevant Railway Receipts and arrange to take delivery of consignments within the free time allowed by the railways. If the Railway Receipt for a particular consignment is not available, the Service Provider shall take delivery on indemnity bond, in special cases, the Service Provider shall be required to take delivery or arrange dispatch of consignments of food grains/fertilizers /cement/salt/sugar or any other notified commodities etc. at short notice and they shall be bound to comply with such requests.

29. The Service provider shall have to provide battery operated vacuum sweeping Machines (minimum 3) along with Manpower to operate them, for cleaning and sweeping purpose in and around the godown premises (including platforms). The Service Provider will also be required to carry out mechanized cleaning of the circulating /road area in compliance to environmental laws & regulations. The collection of sweeping material inside the warehouse by Machines (battery operated) shall be handed over to Users/Customers through Terminal Manager's office. The Service Provider shall provide adequate number of stitchers and sweepers at their own cost at all loading/unloading and other operational points to carry out the day-to-day operations. The Service Provider with the help of sweepers engaged by him maintain the hygiene of godowns, office and the RWC premises in spick and span condition. The Service Provider with the help of stitchers shall repair the leaking bags both at the unloading and loading points and inside the godowns. The Service Provider shall collect all sweeping and spillage of stocks etc. from wagon floors, loading/unloading points/RWC/ Godowns, and fill them after cleaning, if necessary, in slack bags or in other empty bags supplied and firmly stitched them with at least 16 stitches. Collection of spillage from bleedings bags that occur at the time of storage in godowns as well as at the time of receipt and issue is the responsibility of the Service Provider.
30. In case of derailment due to nonperformance of contractual obligations, the Service Provider shall be responsible for the derailment charges levied by Railways.
31. The Service Provider shall be responsible for obtaining/furnishing acknowledgement in respects of all bags entrusted to him for loading/unloading and handling to/from third party's vehicles and shall present to the Terminal Manager on demand wherever necessary.
32. The Service Provider shall deploy minimum three numbers of hand-trolleys and three numbers of wheel barrows each in working condition at the warehouse for every 5000 MT capacity or part thereof. Such hand-trolleys/wheel barrows shall be painted in bright yellow color and serially numbered. The Service Provider would maintain them in good working condition at all times.
33. The Service Provider shall be responsible for performing all or any of the services detailed and arising out of this contract in all the three shifts, without any additional remuneration.

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34. The Service Provider shall, as and when required, shall make adequate lighting arrangement to ensure smooth working during night at his own cost.
35. The Service Provider shall provide and maintain correct weights and scales duly certified by the concerned authority of Weight & Measurement Department and carry out all the weighments accurately. The Terminal Manager shall have the right to check the weights, scales and weight of any bag or bags or to open any bag for examination. Where the scales of the CWC are used by the Service Provider, he shall be responsible for the proper maintenance and handling of the scales. If any damage or breakage to the weighing scales or any loss is sustained in the course of their shifting from one godown to another (for which the Service Provider shall not be entitled to any separate or extra payment) or when such equipment is provided by the CWC and is under the custody of Service Provider for purpose of carrying out weighment operations, then he shall make good the losses etc, sustained by the CWC on this account and the decision of the CWC or an Officer authorized by CWC as regards, the extent and liability of the Service Provider in such matters shall be final and binding on the Service Provider.
36. The service provider shall keep minimum 05 (five) laborers with no extra cost on daily basis for maintenance of premises ; removing / collecting / stacking of scattered / spillage/cut & torn bags; up-keepment of godowns etc. as per direction of the Terminal Manager. The service provider shall have to maintain necessary record of deployment for inspection of the Terminal Manager.
37. The service provider shall associate with the Terminal Manager in the process of marketing of RWC's facilities and development of the business operation of it. The performance of the service provider shall be based on his contribution in facilitating gainful utilization of the RWC facilities including his marketing efforts and increasing the turnover of stocks besides carrying out all the operation in hassle free manner as well as within permissible free time satisfying the terms and conditions of the contract.
38. For services of standardisation , re-bagging ,filling loose stock and such other allied services, the bags would be supplied by the concerned depositors.

**Other general duties :**

1. The Service Provider shall provide round the clock operation at the Railside warehouse complex by providing his own personnel for manning the godowns, transaction points of receipts and issue of stocks and other allied activities such as re-bagging, standardization, restacking etc.,

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besides, the supply of labour required for the transactions as per the requirement of the Terminal Manager at the RWC.

2. The Service Provider shall attend to rake clearance or rake loading for onward dispatch for those customers who entrust the work to CWC and shall organize the entire transactions together with handling of cargo either manually or mechanically by deploying the requisite number of labour, staff and prescribed equipment as per the Tender schedule.
3. The Service Provider shall be responsible for maintenance of godowns, hygiene, and up keeping of the godowns and the premises and any other relevant services that may be assigned to him from time to time.
4. The Service Provider shall also be responsible for cleaning inside the godown as well godown platforms/premises by way of providing battery operated vacuum sweeping Machines (minimum 3) at RWC ..... The service provider shall also be responsible for cleaning the circulating area by employing labours or through equipments. The road sweeping machine may be provided by CWC, if required. The manpower for operating such equipments as well as consumables shall be arranged by the service provider. The maintenance of these equipments in full working conditions shall be responsibility of the Service Provider.
5. Service Provider will have to ensure and take steps to keep the warehouse facility neat and clean, free from unnecessary dust and carry out regular cleaning within the warehouse premises, the circulating area, washrooms, water drinking facility and labour shed etc . He shall from time to time provide to the labour necessary protection equipments i.e., masks and gloves and ensure that they wear it on regular basis. The periodical medical checkup of laborers shall be carried out by the bidder as per the requirement of the law. In case of non-compliance with these, the penalty imposed if any on CWC shall be recovered from the bidder.
6. The regular cleaning of railway track is the responsibility of the service provider and any penalty/charges levied by railways on this account or derailment shall be borne by the service provider.
7. Save as otherwise defined under the definition of RWC, the area of operations would be RWC, ..... with a present rated godown capacity of 8744MT and any addition thereto as also other place of delivery/receipt of stocks from main entrance of RWC. Provided that in addition to the number and storage capacity of the existing godowns and those expected to be constructed/acquired/ notified during the contract period, the description of which is given in the Tender, the CWC may during the currency of the contract take over/acquire/construct/notify more godowns for storage as and when necessary. Alternatively, it may also be necessary for the CWC to give up or release one or more godowns out of those, the description of which is given in these documents or out of those, which are constructed or acquired later during the pendency of the contract. In such an event, the contract shall not be rendered invalid and the Service Provider shall be bound to perform all the services, duties and execute all the works as

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per terms and conditions and the rates of the contract and they shall not be entitled to make any claim whatsoever against the CWC for compensation, revision of rates or otherwise due to increase/decrease in number of godowns or the storage capacity of the godowns.

8. Remuneration for stacking in the shed/platform/ground wherever necessary as required while performing the services are included in the main operations and no separate remuneration will be paid for such stacking. The Service Provider shall ensure stacking of stock up to 13 bags height of 50 kgs pack or as per direction of the Terminal Manager for optimum utilization of the RWC facility vis-à-vis nature of commodity and packing size etc.

**PART IV: Other Information and Obligations:**

**(i) Mechanized Operations**

The Service Provider shall mandatorily bring in modern technology for all the operations at the same quoted price at its own cost. The electricity bill in depot premises (except operations at rail head) will be borne by Corporation however, no extra remuneration will be payable by CWC to the Service Provider on this account. In case, the Service Provider has to use other fuel options, the same shall be borne by the Service Provider at its own cost. The Service Provider may mechanize loading and unloading operations at rail head and the same shall be undertaken by the Service Provider at his own cost including electricity/fuel expenses.

**(ii) Place of Operation:**

The Place of operation of the contract shall be the Railside Warehousing Complex of Central Warehousing Corporation.....as well as the entire goods sheds at .....

Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed, acquired and taken over during the contract period as and when necessary, the service provider shall be bound to perform all the services / duties and execute all the works as per terms and conditions and rates of the contract during the currency of the contract.

(a) The particulars given above are intended merely to help the tenderers to form their own idea of the approximate quantum of work involved in this contract. The tenderers must acquaint themselves fully with the size and location of godowns vis-à-vis loading/ unloading points. They are advised not to fully rely on the particulars given in the notes above, as these are indicative and not exhaustive. No guarantee is given that all the items of work shown shall be required to be performed. The successful tenderers shall be bound to execute all works as required under the terms of contract and shall not be entitled to make any claim whatsoever, against the Corporation for compensation, revision of rates or otherwise on the basis of

**(Signature of the Issuing Officer)**

**(Signature of the Tenderer)**

particulars referred to above.

**SCHEDULE III :PRICE BID/ COMPENSATION SCHEDULE**

1. I/We have thoroughly examined and understood Instructions to Tenderers, Appendix(s) including, the Conditions of Contract and its annexure(s) and agree to abide by the same.
2. I /We offer to work/ provide Services:

At the rates quoted by us for the operations as per Appendix-16 of Tender and it is confirmed that no other charges would be payable to me/us.

(Signature of the Issuing Officer)

(Signature of the Tenderer)

# **TENDER FORM**

## **PART-B**

### **FINANCIAL BID**

#### **UNDER TWO BID SYSTEM**

**FINANCIAL BID**

<b>Tender No:-</b>	<b>CWC/RO-____/H&amp;T/ /2022-23/ Date:-_____</b>
<b>Name of Work:-</b>	APPOINTMENT OFSERVICE PROVIDERFORHANDLING AIL/ROAD BORNE CARGO ATRAILSIDE WAREHOUSE COMPLEX_____
<b>Name of the Firm:-</b>	

To  
The Regional Manager (Region),  
**Central Warehousing Corporation**  
Regional Office,

Dear Sir,

1. I/We submit the online tender for appointment as loading/unloading/handling and transportation etc. for foodgrain/fertilizer/cement/salt/sugar or any other notified commodities contractors at RAILSIDE WAREHOUSE COMPLEX, \_\_\_\_\_.

2. I/We have thoroughly examined and understood instructions to tenderers. Terms and conditions of contract given in the Notice Inviting Tender, Invitation to Tender titled as General Information, instructions to tenderers and those contained in general condition of contract and its appendixes and schedules and agree to abide by them.

3.I/We offer to work on following rates which includes all taxes, duties, cess etc. including goods and service tax (If applicable).

- a) Prices quoted (one single rate)are inclusive of all applicable taxes including GST (If applicable). However GST shall be released at applicable rates subject to submission of tax invoice as per rules under GST Law. CWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source. Under GST regime, the contractor is required to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Noncompliance would result in mismatching of claims and denial of input tax credit to CWC. Notwithstanding anything contained in agreement/contract, in case of such default by the contractor the amount of input tax credit denied in GST along with interest and penalty shall be recovered from the contractor.
- b) Income Tax, at the Rates as applicable under the provisions of the Income Tax Act shall be deducted at source from the Bills / Invoices of the Contractor. In case, however, the Contractor is granted exemption from the deduction of Income Tax at source or granted certificate for deduction of Income Tax at Lower Rate, he shall be required to produce such certificate issued by the Prescribed Income Tax Authority clearly stating therein that No Income Tax or Lower Income Tax, as the case may be, be deducted at Source from the Contractor against the said Contract, failing which Income Tax at Full Rate, as prescribed under the Act, shall be deducted. Such Exemption or Lower Rate Certificate shall have to be obtained by the Contractor from the prescribed Income Tax Authority and furnished to the Corporation at the commencement of every Financial Year.
- c) Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in **SOR**.

- d) 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 the CWC on account of any error on the part of the contractor
- e) 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/vendor 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.
- f) Further, it is the responsibility of the bidders to make all possible effort to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to CWC.
- g) In case contractor/Vendor is not required to obtain GST Registration, in such a case, contractor/vendor shall intimate CWC via declaration regarding non-requirement of registration under the GST Act.
- h) In case of any movement of any goods by contractor/vendor, 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.
- i) 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.
- j) 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.

4.I have read and understood the methodology mentioned in the NIT/ITT forquoting the rates in absolute terms and accordingly rates are quoted by me/us at relevant place in GeM portal.

5. I/we offer to work:-

**Price to be quoted at the relevant location in  
GeM Portal, as per the methodology provided  
under Appendix-16**

Yours faithfully,  
Signature of tenderer  
Capacity in which signing

**Methodology for offering/quoting of Price Bid in respect of Handling Contract at RWC**

The prospective bidders are advised to follow the given below methodology for quoting the rates in GeM Portal:

1. The bidder must submit one single rate against the Absolute Schedule of Rate (SoR) for handling of fertilizers , foodgrains, cement, sugar, coarse grains or any other notified commodity.
2. An illustration for calculation of Absolute SoR keeping in view all the individual items under SOR is detailed below.

Illustration:

A	B	C	D	E	F	G= C x E	H= DxF
Appendix	SoR Item No.	Actual Volume of Work done during last Two Years (in MT)		Existing Service Provider Rates (Rs./MT)( Including GST )		Value of Work Done at existing Rates (Rs.)	
		Jute/HDPE	Paper Bags	Jute/HDPE	Paper Bags	Jute/HDPE	Paper Bags
16-A	1 (a)	100.00	50.00	50.00	60.00	5000.00	3000.00
	1 (b)	100.00	50.00	50.00	60.00	5000.00	3000.00
	2 (a)	20	10	40.00	50.00	800.00	500.00
	2 (b)	1	1	40.00	50.00	40.00	50.00
	3	1	1	150.00	160.00	150.00	160.00
	4	1	1	150.00	160.00	150.00	160.00
	5	NA	NA	NA	NA	NA	NA
16-B	1 (a)	50	NA	70.00	NA	3500.00	NA
	1 (b)	50	NA	70.00	NA	3500.00	NA
	2	1	NA	60.00	NA	60.00	NA
	3	1	NA	170.00	NA	170.00	NA
	4	1	NA	170.00	NA	170.00	NA
	5	NA	NA	NA	NA	NA	NA
16-C	1(a)	1	1	50.00	60.00	50.00	60.00
	1(b)	1	1	50.00	60.00	50.00	60.00
	2	1	1	50.00	160.00	50.00	160.00
	3(a)	1	1	150.00	180.00	150.00	180.00
	3(b)	1	1	150.00	180.00	150.00	180.00
						18990	7510
<b>Absolute SOR</b>						<b>Rs. 26,500/-</b>	

**(Remarks: Individual GST implication to be taken for respective commodities as per appendix)**

**Therefore, the absolute SOR is Rs. 26,500/-perMT as per following calculation.**

If a bidder quotes ₹28,500/- in absolute terms, it will be treated as **7.55%, above to SOR.** (i.e., ₹28,500 – ₹26,500/-) / ₹26,500/- \* 100 = 7.55%)



If bidder quotes ₹26,500/- in absolute terms, it will be treated as **0.00%, equal to SOR.** (i.e.,  $\frac{₹ 26,500 - ₹26,500/-}{₹26,500/-} * 100 = 0.00\%$ )

If bidder quotes ₹25,000/- in absolute terms, it will be treated as **5.66%, below to SOR.** (i.e.,  $\frac{₹ 25,000 - ₹26,500/-}{₹26,500/-} * 100 = 5.66\%$ )

**Note :**

1. Above illustration is only to explain the bidder about the methodology to be followed for the purpose of submission of their quotation and arriving at the absolute SoR. Bidder should not consider above mentioned rates as prevalent market rates.
2. Based on the actual work done at the particular RWC, Regional Manager may add items under the respective Appendix 16-A, B & C.
3. Bidders are advised to do necessary due diligence by visiting RWC and nearby facilities to identify the prevalent rates for every SoR Item.
4. **Absolute SoR** is decided on the basis of existing Service Provider rates/Market Rates (*where no existing Service Provider is present at RWC*) after assigning weightage on the basis of actual work/ estimated work done (*where no existing Service Provider is present at RWC*) done under each and every item of SOR of Appendix 16-A, 16-B & 16-C during last 24 months.
5. The items against which no work has been done during last 24 months, weightage of 1 No. has been assigned for the purpose of evaluation.

**Instructions for Itemized Rates as per Appendix 16-A, 16-B & 16-C:**

1. In addition to quoting “one single rate” as illustrated above under the GeM portal, the bidder also has to give a bifurcation of the itemized rates under each individual SoR item as per Appendix 16A, 16-B & 16-C.
2. This bifurcation of itemized rates as well as applicable GST percentage taken for each Appendix 16-A, 16-B & 16-C should be uploaded in a pdf file along with the single rate being quoted at the given place in GeM portal
3. Itemized rates should be quoted by bidder in such a manner that it matches the **Absolute SOR** quoted by the bidder.
4. If there is variation between the quoted **Absolute SOR** rates and **Absolute SOR** calculated based on individual itemized rates and GST percentage quoted by the bidder, only the lower of the two rates or applicable GST percentage shall be construed as correct and valid.
5. If there is variation between the rates quoted in words and in figures, only the lower of the two rates quoted either in figures or in words shall be construed as correct and valid. Incomplete and conditional Tenders are liable to be rejected.



Name of Bidder \_\_\_\_\_

**ITEM RATES SCHEDULE FOR FOODGRAIN /ANY OTHER NOTIFIED COMMODITIES:**

<b>SOR NO.</b>	<b>Description of Service</b>	<b>Work done during last two years</b>	<b>Rates to be quoted per M.T.</b>
1 (a)	For unloading bags of foodgrain and any other notified commodities from wagons/ rakes/ jumbo rakes / trucks or any other transport vehicle and stacking the bags on the platform/ground if required and then stacking the same in the godowns wherever necessary upto the prescribed height as mentioned in Schedule-II, Part-I , 1(i) (a).		Rs. ..... (Rupees..... .....only)
1(b)	For taking out the bags of foodgrain and any other notified commodities from the stack and loading them into the parties truck/ wagon for delivery/dispatch as mention in Schedule-II, Part-I -1(i) (b).		Rs..... (Rupees..... ..... ...only)
2	For unloading bags of foodgrain and any other notified commodities from wagons/trucks or any other transport vehicles and directly loading them into the trucks/wagons across the warehouse as per Schedule-II, Part-I -1(ii) (a).		Rs..... (Rupees..... .....only )
3.	Shifting of such quantity of Foodgrain and any other notified commodities as may be required day to day by the Terminal Manager from one godown to another godown or from one compartment to another compartment in the same premises as per Schedule-II, Part-I , (3).		Rs..... ..... (Rupees..... ..... .....only)
4.	For unloading the bags from wagons and stacking at the platform/ ground loading into trucks, transferring to other shed (s), unloading & stacking inside the godown as mentioned in Schedule-II, Part-I , (4).		Rs..... (Rupees..... ..... .....only)
5.	For supply of Casual Labour as mentioned in Schedule-II, Part-I , (3)	Minimum wages as fixed by appropriate authority in the State.	

**Note:**

**1) Currently only 50 kg bags are being handled at the RWC for which rates have been sought.**

Name of Bidder \_\_\_\_\_

**ITEM OF SCHEDULE FOR HANDLING OF STOCK AT NON RWC SIDING SIDE OF RWCSIDING WITHIN SAME VICINITY:**

<b>SOR No.</b>	<b>Description of Services</b>	<b>Work done during last two years</b>	<b>Rates to be quoted per MT HDPE/Jute bags</b>	<b>Rates to be quoted per MT Paper Bag</b>
1 (a)	For unloading the bags from wagons /rakes/ jumbo rakes/trucks or any other transport vehicle and stacking the bags on the platform /ground upto the prescribed height as mentioned in Schedule-II, Part-I , 1(iii) (a).		Rs. ..... (Rupees..... .....only)	Rs. ..... (Rupees..... .....only)
1 (b)	For taking out the bags from the stacks in the platform/ ground and loading them into the parties truck/ wagon for delivery/ dispatch as mentioned in Schedule-II, Part-I , 1(iii) (b).		Rs. ..... (Rupees..... .....only)	Rs. ..... (Rupees..... .....only)
2.	For unloading the bags from wagons/ trucks or any other transport vehicles and directly loading them into the parties trucks/ wagons for delivery/ dispatch as mentioned in Schedule-II, Part-II (iii) ©.		Rs. ..... (Rupees..... .....only)	Rs. ..... (Rupees..... .....only)
3. (a)	For unloading the bags from wagons and stacking at the platform/ ground loading into trucks, transferring to RWC, unloading & stacking inside RWC godown as mentioned in Schedule-II, Part-I-1( iii) (d).		Rs. ..... (Rupees..... .....only)	Rs. ..... (Rupees..... .....only)
3.(b)	For taking out the bags from stacks in the RWC godown and load them into the truck and carry it to non-RWC siding, stacking in the platform/ ground if required and loading into the wagon as mentioned in Schedule-II, Part-I (iii)(e)		Rs. ..... (Rupees..... .....only)	Rs. ..... (Rupees..... .....only)

**Note:**

**1) Currently only 50 kg bags are being handled at the RWC for which rates have been sought.**

## NOTE FOR APPENDIX 16-A, 16-B &16-C

1. The loading, unloading of bags/carton includes weighment wherever necessary, for which no separate charges are payable.
2. Stitching of torn/non-standardized bags with stitching machine including twine are to be provided by the Service Provider at his own cost wherever required.
3. No extra remuneration is payable for breaking/weighing and re-stacking of the bags/cartons at the appropriate place for purpose of physical verification.
4. Reconditioning/drying of damaged goods and cleaning, machine filling of the cleaned goods into the bags and stitching the same and stacking up to required height wherever required would be at the cost of the Service Provider.
5. No compensation shall be admissible to the Service Provider on account of non-availability of work sufficient to engage the number of trucks/or any other vehicle/labor specified in any programme issued by the CRWC, New Delhi / RWC, .....or an Officer acting on his behalf.
6. No separate remuneration shall be paid for collecting, bagging and removal or process of waste i.e. chaff etc.
7. No charges other than those mentioned in the schedule of items are payable as other duties, services and operations as mentioned in the Tender terms are auxiliary and/or incidental to the principal services.
8. No extra remuneration will be paid to the Service Provider for supply of fuel as and when required for towing the wagons to/from loading/unloading points. Such charges are inclusive in the remuneration for loading/unloading of wagons.
9. 25 % extra payment shall be made for loading/ unloading of stocks to/from open wagons/ boxes.

In case there is more than one Bidder quoting the same rates, due consideration shall be given to financial turnover value as submitted under eligibility criteria for the purpose of selection of L1. In such cases, Tender shall be awarded to the Bidder having higher average financial turnover value of preceding three (03) years for which turnover value has been given in the Tender.