



**CENTRAL WAREHOUSING CORPORATION  
(A GOVERNMENT OF INDIA UNDERTAKING)  
REGIONAL OFFICE: KOLKATA-700087**

**TENDER NO.H-250/101/ICP-PTPL/2019-20**

**Date: 16.05.2019**

**E-Tender Document  
For appointment of  
Service Provider for Cargo Handling  
at  
Integrated Check Post, Petrapole  
Bangaon  
West Bengal**

**This tender document contains two parts:**  
**Part I: Technical Bid(Pages 1 to 90)**  
**Part II: Price Bid- (Pages 91 to 98)**

**PART-I**  
**Technical Bid**  
**(Pages 1 to 90)**



**CENTRAL WAREHOUSING CORPORATION**  
(A Government of India Undertaking)



**Regional Office: CMC Building, Phase -I, 6<sup>th</sup> floor, New Market Complex, 15N,  
Nellie Sengupta Sarani, Kolkata - 700087**

**Phone: 033-22527610/0143, Fax: 033-22528101/8842**

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**Web site: [www.cewacor.nic.in](http://www.cewacor.nic.in)**



**No. H-250/ICP-PTPL/01/2019-20/**

**Date: 16.05.2019**

**E-Tender Notice**

Central Warehousing Corporation invites online e-tenders only under two bid system from interested professionally competent and financially sound parties for appointment of Service Provider for Cargo Handling at Integrated Check Post, Petrapole, Bangaon, West Bengal capable of providing suitable handling equipment and labourers as per requirement of work for Handling of mechanical/manual cargo, containerized Cargo and other cargo pertaining to Import and Export carried out at CWC, Integrated Check Post, Petrapole West Bengal(Indo- Bangladesh Border at Petrapole) as detailed below:-

<b>Scope of work</b>	Handling of mechanical/manual cargo, EXIM containerized Cargo, EXIM Packages, EXIM break bulk cargo and other cargo pertaining to Import and Export carried out at CWC, Integrated Check Post, Petrapole West Bengal(Indo- Bangladesh Border at Petrapole)	
<b>Tender notice</b>	Brief tender notice will be given in newspapers. Tender documents will be available on websites: <a href="http://www.tenderwizard.com/CWC">www.tenderwizard.com/CWC</a> , <a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a> , <a href="http://www.tenderhome.com">www.tenderhome.com</a> and <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>	
<b>Tender type</b>	Open(Online)	
<b>Schedule of E-Tender</b>	Document downloading date and time.	<b>16.05.2019</b> from <b>17.00 Hrs</b> To <b>04.06.2019</b> up to <b>11.00 Hrs</b>
	<b>Pre bid meeting for clearing of doubts and suggestion if any</b>	<b>On 27.05.2019</b> at <b>12.00 Hrs</b> at <b>Regional Office, Kolkata</b>
	<b>E-payment of EMD and tender cost through e-payment gateway</b>	<b>05.06.2019</b> up to <b>11.30 Hrs</b>
	Last date and time of online bid and EMD submission.	<b>05.06.2019</b> up to <b>11.30 Hrs</b>
	Date and time of online technical bid opening.	<b>06.06.2019</b> at <b>12.00 Hrs</b>
	Date and time of online price bid opening.	Will be intimated later on.

<b>Bid validity period</b>	90 days and further extendable by 30 days in one or more spell from the date of opening of technical bid.
<b>Period of contract</b>	<b>04(Four) years, extendable by 01(One) year in one or more spell</b> at the same rates, terms & conditions at the discretion of the Corporation
<b>Cost of tender</b>	<b>Rs.2360/-</b> inclusive of all the taxes to be paid through <b>E-payment gateway of the e-procurement system with one of the following option upto 11.30 Hrs. of 05.06.2019:</b> <b>1)E-payment gateway of the e-procurement system through this method the bidders can pay the requisite charges through Debit card, Credit Card, Net Banking, IMPS, Google Pay and BHEEM.</b> <b>(2) Through NEFT/RTGS(Through Challan)</b> this method allows the bidders to generate challan in reference to requisite charges and the same is to be submitted in the bank. <b>(3)Exemptipon:</b> This method allows the MSME bidders to complete the process as they exempted from paying charges towards EMD and Tender Cost. For this the bidders needs to mention the number of the requisite certificate along with uploading a copy of the same of the portal <a href="http://www.tender.wizard.com/CWC">www.tender.wizard.com/CWC</a> . Proof of payment to be uploaded with the technical bid.
<b>Processing fee</b>	<b>Rs. 5900/-</b> inclusive of applicable taxes to M/s KSEDC Ltd. through <b>e- payment gateway of the e-procurement system with one of the following option before 11.30 Hrs. of 05.06.2019:</b> <b>1)E-payment gateway of the e-procurement system through this method the bidders can pay the requisite charges through Debit card, Credit Card, Net Banking, IMPS, Google Pay and BHEEM.</b> <b>(2) Through NEFT/RTGS(Through Challan)</b> this method allows the bidders to generate challan in reference to requisite charges and the same is to be submitted in the bank. Proof of payment to be uploaded with the technical bid.
<b>Earnest Money Deposit (EMD)</b>	<b>Rs.17,01,204/-(Rupees Seventeen Lakh One Thousand Two Hundred Four Only)</b> to be paid through <b>e-payment gateway of the e-procurement system with one of the following option upto 11.30 Hrs. of 05.06.2019:</b> <b>1)E-payment gateway of the e-procurement system through this method the bidders can pay the requisite charges through Debit card, Credit Card, Net Banking, IMPS, Google Pay and BHEEM</b> <b>(2) Through NEFT/RTGS(Through Challan)</b> this method allows the bidders to generate challan in reference to requisite charges and the same is to be submitted in the bank. <b>(3)Exemptipon:</b> This method allows the MSME bidders to complete the process as they exempted from paying charges towards EMD and Tender Cost. For this the bidders needs to mention the number of the requisite certificate along with uploading a copy of the same of the portal <a href="http://www.tender.wizard.com/CWC">www.tender.wizard.com/CWC</a> to <b>Central Warehousing Corporation, Regional Office, Kolkata.</b> Proof of payment to be uploaded with the technical bid.
<b>Estimated value of contract (4 year + 1 year)</b>	<b>Rs. 42,53,01,000/-</b>
<b>Estimated annual value of contract</b>	<b>Rs. 8,50,60,200/-</b>
<b>Security Deposit Amount</b>	<b>1. Security Deposit Rs.</b>

	<p><b>42,53,010/-</b>  <b>(Rupees Forty Two Lakh Fifty Three Thousand Ten Only)-</b>  <u><b>Refer conditions mentioned under Clause No. XII for Security Deposit.</b></u></p> <p><b>2. Additional Security Deposit amounting to Rs. 85,06,020/- in the form of Performance Bank Guarantee. Refer conditions mentioned under “Note” of Clause No. XII for Security Deposit.</b></p>
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**Mode of payment of EMD, Cost of Tender and Processing fees :-**

**Tenderer must submit the following:**

1.**EMD** through e-payment through e-payment gateway of the e-procurement system of the portal **with one of the following option upto 11.30 Hrs of 05.06.2019:**

- (1)**E-payment gateway of the e-procurement system through this method the bidders can pay the requisite charges through Debit card, Credit Card, Net Banking, IMPS, Google Pay and BHEEM.**
- (2) **Through NEFT/RTGS(Through Challan)**this method allows the bidders to generate challan in reference to requisite charges and the same is to be submitted in the bank.
- (3) **Exemption:** This method allows the MSME bidders to complete the process as they exempted from paying charges towards EMD and Tender Cost. For this the bidders needs to mention the number of the requisite certificate along with **uploading a copy of the same** of the portal [www.tender.wizard.com/CWC](http://www.tender.wizard.com/CWC).

Proof of payment to be uploaded with the technical bid.

2.**Cost of tender** through e-payment through e-payment gateway of the e-procurement system of the portal of the portal **with one of the following option upto 11.30 Hrs. of 05.06.2019:**

- (1) **E-payment gateway of the e-procurement system through this method the bidders can pay the requisite charges through Debit card, Credit Card, Net Banking, IMPS, Google Pay and BHEEM.**
- (2) **Through NEFT/RTGS(Through Challan)**this method allows the bidders to generate challan in reference to requisite charges and the same is to be submitted in the bank.
- (3) **Exemption:** This method allows the MSME bidders to complete the process as they exempted from paying charges towards EMD and Tender Cost. For this the bidders needs to mention the number of the requisite certificate along with **uploading a copy of the same** of the portal [www.tender.wizard.com/CWC](http://www.tender.wizard.com/CWC).

Proof of payment to be uploaded with the technical bid.

**3. Tender processing fees** is to be paid mandatorily to the service provider for e- Tender M/s KEONICS through e-payment gateway through the portal **with one of the following option before 11.30 Hrs. of 05.06.2019.**

- (1) **E-payment gateway of the e-procurement system through this method** th bidders can pay the requisite charges through Debit card, Credit Card, Net Banking, IMPS, Google Pay and BHEEM.
- (2) **Through NEFT/RTGS(Through Challan)**this method allows the bidders to **Generate challan in reference to requisite charges and the same is to be submitted in the bank.**

Proof to be submitted/uploaded with the tender.

In case of e-payment, the proof of EMD and Cost of Tender i.e. Receipt/Acknowledgement is required to be uploaded with the Tender. The Tender Processing Fees is to be paid to M/s KEONICS by E-payment only.

“MSEs” registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity(if applicable) of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.03.2012 or by any other notification issued thereafter. **(Annexure-I)**

#### **Eligibility Criteria**

Bidders are requested to see tender document for minimum eligibility criteria and other required documents therein.

#### **OTHER DETAILS:**

- a) Bidders must upload scanned copies of all documents as given in minimum eligibility criteria and other required documents of tender document in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then 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 for the next 05 (Five) years.
- b) 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.
- c) **DOWNLOADING OF TENDER DOCUMENTS:-**The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website. [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC), [www.cewacor.nic.in](http://www.cewacor.nic.in), [www.tenderhome.com](http://www.tenderhome.com) and [www.cppp.gov.in](http://www.cppp.gov.in)
- d) **SUBMISSION OF TENDER:-**Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as

mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected. Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification, his technical bid is liable to be rejected. Tenderer are requested to visit **Clause 10.1 to 10.3 of tender document for detailed instructions.**

e) Tenderer shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.

f) Bidders who wish to participate in online tender have to register with the website through the “new user registration” link provided on the home page. Bidder will create login I.D. and Password on their own registration process.

g) In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.

h) Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid in Excel format only.

i) After filling data in pre-defined forms, bidder’s needs to click on final submission link to submit their encrypted bid.

j) The tenders are to be submitted in two parts, Part-I containing Technical Bid and Part-II containing Price Bid (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.

k) Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.

l) No definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation. No claim shall lie against corporation on this count.

m) 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.

n) NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and comply all the conditions mentioned therein.



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

p) Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).

q) The Regional Manager, CWC, RO, Kolkata may at his discretion, extend the Ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenderers.

r) For any clarification regarding online participation, the bidders can contact:-

1. SouvikGhosh : 9830190067
2. Md. Aslam : 8641967966,
3. Kanak Tiwari : 9331048902 .

M/s Karnataka State Electronics Development Corporation Ltd., No . 29/1, Race Course Road, Bangalore-560001.

**REGIONAL MANAGER**

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**INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF SERVICE PROVIDER FOR HANDLING OF MECHANICAL/MANUAL CARGO, CONTAINERIZED CARGO AND OTHER CARGO PERTAINING TO IMPORT AND EXPORT CARRIED OUT AT CWC, INTEGRATED CHECK POST, PETRAPOLE WEST BENGAL(INDO-BANGLADESH BORDER AT PETRAPOLE)**

FROM:

The Regional Manager,  
Central Warehousing Corporation,  
Regional Office,  
Kolkata,  
Tel.No. 033-22457609/10  
Fax No. 033-22168191  
E-mail: [rmkoll@cewacor.nic.in](mailto:rmkoll@cewacor.nic.in)  
[rmkoll.cwhc@nic.in](mailto:rmkoll.cwhc@nic.in)

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation), Regional Manager, Central Warehousing Corporation, Kolkata invites tenders from interested professionally competent and financially sound parties with requisite experience for undertaking handling of mechanical/manual cargo, containerized cargo and other cargo pertaining to import and export carried out at CWC, Integrated Check Post, Petrapole West Bengal (Indo- Bangladesh Border at Petrapole). The period of contract will be 04 (Four) years from the date of award or such later date, with a provision to further extension up to 01(One)year in one or more spell on the same rates, terms and conditions as may be decided by the Corporation.

**GENERAL INFORMATION:**

**1. PLACE OF OPERATION:**

The, Central Warehousing Corporation, Integrated Check Post, Petrapole, Bangaon, West Bengal-743405 shall function in the area especially earmarked for the purpose, comprising of covered and open space and place of operation will include the existing Complex and any extension thereof in the premises or elsewhere under administrative control and any extension as designated during the period of this contract.

At the Central Warehousing Corporation, Integrated Check Post, Petrapole, Bangaon, West Bengal-743405 involve in handling of mechanical/manual cargo, containerized cargo and other cargo pertaining to import and export carried out at CWC, Integrated Check Post, Petrapole West Bengal(Indo- Bangladesh border at Petrapole).

**2. BRIEF DESCRIPTION OF WORK**

- i) The work of handling of mechanical/manual cargo, containerized cargo and other cargo pertaining to import and export carried out at CWC, Integrated Check Post, Petrapole West Bengal (Indo- Bangladesh border at Petrapole).

- ii) Tenderers are required to quote rates for all items of work described in the Annexure-IV. In case the rates mentioned in Annexure-IV are not quoted for all items of work, such tenders shall be summarily rejected.
- iii) As per the terms & conditions, contained in the tender, the Service Provider shall also be required to keep the operational area/premises neat & clean and spick & span at all times for which no extra remuneration would be payable.
- iv) The tenderers in their own interest must get themselves fully acquainted with the area of operations distance etc. and nature of work involved before submission of tenders.
- v) Incomplete and conditional tenders are liable to be rejected.

### 3. (A) **MINIMUM ELIGIBILITY CRITERIA:**

#### **NOTE:**

1. Tenderer must upload/submit the documents mentioned under minimum eligibility criteria at serial no. 1 to 10 as applicable in accordance to the details mentioned below. Non-submission of the mandatory required documents pertaining to minimum eligibility criteria shall make the bid liable to be summarily rejected:

Sl.No.	Eligibility Criteria	Mandatory Documents to be uploaded
1.	<p><b>Work Experience and Experience Certificate:</b> The Tenderer should have proven experience in the field of handling of mechanical/manual cargo/containers/containerized cargo or other cargo pertaining to import and export. The Tenderer should have completed/executed works of above nature of value not less than <b>Rs.14,88,55,350/-</b>(35% of the estimated value of contract) in one single contract last five years(2012-13 to 2017-18 and current financial year 2018-19 - upto the date of submission.  <u>Note:-</u> The year for the purpose of experience will be taken as financial year(1<sup>st</sup> April to 31<sup>st</sup> March).            *Experience with regard to ongoing projects will also be acceptable.</p>	<p>Experience certificate in the proforma prescribed at <b>Appendix-6</b> shall be produced from customers under their signature and stamp stating proof of satisfactory completion/running contract[s] besides, duly certifying number of containers/volume of EXIM cargo/EXIM Container/EXIM packages/EXIM bulk cargo handled, place of work, period and value of work done.</p> <p>Remarks: All certificates issued by concerned parties should contain at-least above requisite information for considering experience as per terms of tender. In case of certificate has been issued by the private company/party, it should be supported by TDS certificate.</p>

Sl.No.	Eligibility Criteria	Mandatory Documents to be uploaded
2.	Required Minimum number of Handling equipment as per requirement prescribed in clause no. <b>XXIII</b> sub clause <b>02</b> for "Handling Equipment" under "Terms & Conditions" of tender document.	Undertaking in respect of deployment of equipment for cargo handling to be submitted as per <b>APPENDIX-12</b> .
3.	Turnover: The Tenderer should have achieved the minimum average annual turnover of <b>Rs.2,55,18,060/-</b> (in the same name for which they is submitting the offer) during the three preceding financial year. The average annual turnover of preceding three financial year should not be less than 30% of the annual estimated value of contract.	<p>The tenderer is required to upload the audited balance sheet and statement of Profit &amp; Loss account for the preceding three financial year 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>Where the tenderer is not under statutory obligation to get their Accounts audited, they can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years.</p>
4.	<p>Tenderer understanding of tender document and his compliance of tender requirement.</p> <p>Submission of authentic and genuine documents by the tenderer.</p> <p>Tenderer should not have been blacklisted or otherwise debarred.</p>	<p>Affidavit regarding compliance of bid requirement, authenticity of documents and declaration of non blacklisting as per <b>Appendix-1</b>.</p> <p>Note: Tenderer are not required to upload entire tender document except price bid and documents in support of minimum eligibility criteria and other required documents. In event of award of contract, the tenderer shall sign and stamp each page of the tender document as token of acceptance and as part of contract.</p>
5.	Tender registered under micro and small enterprises. (if applicable)	<p>Micro &amp; Small Enterprises (MSEs) registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies</p> <p>An attested / self-certified copy of valid registration certificate is to be provided. Their registration should be valid (if applicable) as on last date of submission of tender and they should also mention the terminal validity (if applicable) of their Registration, failing which their offer shall</p>

Sl.No.	Eligibility Criteria	Mandatory Documents to be uploaded
		not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter as amended from time to time.
6.	<p><b>EMD</b> through e-payment gateway of the e-procurement system of the portal</p> <p><b>(1)E-payment gateway of the e-procurement system through this method the bidders can pay the requisite charges through Debit card, Credit Card, Banking, IMPS, Google Pay and BHEEM.</b></p> <p><b>(2) Through NEFT/RTGS(Through Challan): This method allows the bidder to generate challan in reference to requisite charges and the same is to be submitted in the bank. The details will get automatically updated in the portal in due time once the challan is submitted in the bank.</b></p> <p><b>(3) Exemption: This method allows the MSME bidders to complete the process as they are exempted from paying charges towards EMD and Tender Cost. For this the bidders needs to mention the number of the requisite certificate along with uploading a copy of the same in the portal <a href="http://www.tender.wizard.com/CWC">www.tender.wizard.com/CWC</a>.</b></p>	Scanned Copy of Document showing Proof for payment through e-payment gateway of the e-procurement system of the portal <a href="http://www.tender.wizard.com/CWC">www.tender.wizard.com/CWC</a> OR certificate of registration for tenderers registered under MSEs)
7.	<p><b>Cost of tender</b> through e-payment gateway of the e-procurement system of the portal</p> <p><b>(1)E-payment gateway of the e-procurement system through this method the bidders can pay the requisite charges through Debit card, Credit Card, Banking, IMPS, Google Pay and BHEEM.</b></p> <p><b>(2) Through NEFT/RTGS(Through Challan): This method allows the bidder to generate challan in reference to requisite charges and the same is to be submitted in the</b></p>	Scanned Copy of Document showing Proof for payment through through e-payment gateway of the e-procurement system of the portal <a href="http://www.tender.wizard.com/CWC">www.tender.wizard.com/CWC</a> OR certificate of registration for tenderers registered under MSEs).

Sl.No.	Eligibility Criteria	Mandatory Documents to be uploaded
	<p>bank. The details will get automatically updated in the portal in due time once the challan is submitted in the bank.</p> <p>(3) <b>Exemption:</b> This method allows the MSME bidders to complete the process as they are exempted from paying charges towards EMD and Tender Cost. For this the bidders needs to mention the number of the requisite certificate along with uploading a copy of the same in the portal <a href="http://www.tender.wizard.com/CWC">www.tender.wizard.com/CWC</a></p>	
8.	<b>Pre- Contract-Integrity Pact</b>	<b>Appendix-2</b>
9.	<b>Power of Attorney</b> <b>Note: The Bid should be uploaded by the authorized signatory as defined in Appendix-5.</b>	Copy of Power of Attorney in favour of signatory (ies) duly attested by Notary as per <b>Appendix-5</b> , which is for purpose of guidance only and minor deviations in the wordings can be accepted.
10.	<b>Price Bid</b>	Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Price Bid in Excel format only.

“The documents mentioned at above serial numbers are required under minimum eligibility criteria and are compulsory/mandatory to participate in the tender process, failing which the bid shall be summarily rejected. And No Further missing documents shall be called for Minimum Eligibility Criteria.”

**Note:**(1) Any false/ wrong information/ credentials submitted may lead to the tenderers being blacklisted in CWC and debarred from participating in tender for next five years besides forfeiture of the Earnest Money Deposited.

(2) Clarifications pertaining to documents submitted under Minimum Eligibility Criteria can be sought however no new documents from 1 to 10 above shall be sought/ accepted later.

### 3.(B) OTHER REQUIRED DOCUMENTS:

1.Tenderer shall also upload/submit the following documents mentioned at serial no. 1 to 7,as applicable, in accordance to the details below:

Sl.No.	Other Required Documents	Mandatory Documents to be uploaded
1.	<b><u>Composition/ Organizational detail of</u></b>	<u>1)For Registered Company(whether Pvt or Public)/PSU/statutory body</u>



Sl.No.	Other Required Documents	Mandatory Documents to be uploaded
	<p><b><u>Tenderer:</u></b></p> <p>Bidder should be a            (1)Registered Company/LLP in India under Companies Act, 2013            OR            (2)Registered Partnership Firm            OR            (3)Sole Proprietorship            OR            (4)Public Sector Undertaking/statutory body            OR            (5) Cooperative society            (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>i)Certified Copy of Certificate of Incorporation            ii)Copy of Memorandum of Association            iii)Copy of Articles of Association            iv) Current list of Directors.</p> <p><u>2)For Partnership Firm</u>            i) Certified Copy of the partnership deed            ii)List of partners            iii)Copy of registration of Partnership deed.</p> <p><u>3)For Proprietorship</u>            i)Declaration of Proprietorship/Sole Proprietorship as per <b>Appendix- 3</b></p> <p><u>4) For LLP</u>            i) Certified Copy of Limited Liability Partnership Agreement            ii)Copy of certificate of registration            iii)Current list of Partners</p>
		<p><u>5) For Cooperative society</u>            i Bye-Laws ( of co. operative Society )            ii Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry.</p> <p><u>6) For others</u>  <u>i) Notarized copy of certificate of Incorporation.</u></p>
	<p><b>Note:</b> The Person signing the tender and other required documents forming part of the tender on behalf of a partnership firm or a company or LLP or a co-operative society or company, shall submit with the tender the certified copy of authorization letter/ Board Resolution/ General Power of Attorney as applicable. The original copy of the authority letter/ Board Resolution / Power of Attorney as the case may be shall be produced by the successful bidder at the time of award of work duly stating that she/he has authority to bind such other person or Firm or Co-operative Society or LLP or Company, as the case may be in all matters pertaining to the tender/contract.</p>	

Sl.No.	Other Required Documents	Mandatory Documents to be uploaded
2.	<b>Consortium/Joint Venture(If applicable):</b> Consortium/Joint Venture agreement which binds all the Consortium/Joint Venture members/partners jointly and severally for the execution of the contract and authorizes the lead partner to incur liabilities and receive instructions for and on behalf of any or all partners, and the entire execution of the contract including payments.	(i) Letter of commitment from consortium/joint venture partner as per <b>Appendix-4</b> alongwith a legal documentsigned byall the consortium/Joint venture member confirming there in the administrative arrangement for management and execution of contract, delegation of duties, responsibility and scope of work etc.
3.	The tenderer must have a positive <b>net worth</b> based on the latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.	The bidder is required to upload <b>Appendix-07</b> duly certified by a practicing chartered Accountant based on latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.
4.	Goods & Service Tax number	Copy of valid Goods & Service Tax registration certificate.
5.	<b>PAN Number</b>	Copy of PAN Card
6.	<b>Tenderer Detail</b>	Details in this regards as per <b>Appendix- 8.</b>
7.	<b>Declaration of Tenderer</b>	Undertaking by the authorized signatory as per <b>Appendix- 9.</b>

Note: Non-compliance of the stated instruction shall make the bid liable to be summarily rejected.

#### **4. DISQUALIFICATION CONDITION:-**

- a) Tenderers who have been blacklisted or otherwise debarred by CWC or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid will be ineligible. .
- b) Any tenderer whose contract with the CWC has been terminated before the expiry of contract period at any point of time during last three years from the last date of the submission of the bid will be ineligible.
- c) If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more,such tenderer will be ineligible. However, on acquittal by the appellate court the tenderer will be eligible.

- d) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.

## **5. OTHER DETAILS:**

### **A) Terms for Micro & Small Enterprises**

- a) Tender document cost will not be charged from Micro & Small enterprises (MSEs).
- b) MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit(EMD).
- c) MSEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
- (i) District Industries Centers
  - (ii) Khadi and Village Industries Commission
  - (iii) Khadi and Village Industries Board
  - (iv) Coir Board.
  - (v) National Small Industries Corporation
  - (vi) Directorate of Handicraft and Handloom
  - (vii) Any other body specified by Ministry of MSME.
- d) Their registration should be valid (if applicable) as on last date of submission of tender and they should also mention the terminal validity (if applicable) of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter as amended from time to time. MSEs seeking exemption and benefits should enclose a attested / self-certified copy of valid registration certificate, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- e) As per Public procurement policy on MSE, Considering that this is a non-divisible tender, an MSE quoting in the price band of L1 + 15% will be awarded for full/complete work of tender, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L1 rate after negotiation if any, by the MSE concerned.
- (i) Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be liable to be forfeited and they themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.

- (ii) The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- (iii) NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and comply all the conditions mentioned there in.

**The bid should be uploaded by the authorized signatory as defined in Appendix-5 under his own digital signature. In failure to do so, the bid shall be summarily rejected:**

#### **6. Signing of Tender:**

- a) Person or persons signing the tender shall state in what capacity he/she or they is/are signing the tender e.g. as a sole proprietor of a firm or as a Secretary/Manager/Director etc., of a body corporate or the lead member of the Consortium / Joint Venture, as legally authorized signatory. In the case of partnership firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract, including the Arbitration Clause. If a consortium / Jt. venture is participating then, the tender submitted by the consortium / joint venture should contain letters signed by each of member party stating that the entire proposal has been examined and each key element of the tender and / or proposal is agreed to. In case of a limited company (a) the name of the Directors shall be mentioned and (b) it shall be certified that the person signing the tender is empowered to do so on behalf of the company. A copy of Memorandum and Articles of Association of the Company shall be attached to the tender.
- b) The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm/company/ Consortium / Joint venture sole proprietary firm/partnership firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he/she has authority to bind such other person or the firm(s) as the case may be, in all matters pertaining to the contract including the Arbitration Clause. If the person so signing the tender fails to produce the said power of attorney, his tender shall be liable to summarily rejected without prejudice to any other rights of the Corporation under the law. The 'Power of Attorney' should be signed by all the partners in the case of partnership concern, by all member party in the case of Consortium / Joint venture, by the proprietor in the case of proprietary concern and by the person who by his signature can bind the company in the case of a limited company or a Co-Operative Society.

#### **7. EARNEST MONEY DEPOSIT(EMD):**

Each tender must be accompanied by an EMD of **Rs.17,01,204/- (Rupees Seventeen Lakh One Thousand Two Hundred Four only)** to be paid through e-payment gateway of the e-procurement system of the portal **with one of the following option upto 11.30 Hrs. of 05.06.2019:**

**(1) E-payment gateway of the e-procurement system through this method**

the bidders can pay the requisite charges through Debit card, Credit Card, Banking, IMPS, Google Pay and BHEEM.

- (2) **Through NEFT/RTGS(Through Challan):** This method allows the bidder to generate challan in reference to requisite charges and the same is to be submitted in the bank. The details will get automatically updated in the portal in due time once the challan is submitted in the bank.
- (3) **Exemption:** This method allows the MSME bidders to complete the process as they are exempted from from paying charges towards EMD and Tender Cost. For this the bidders needs to mention the number of the requisite certificate along with uploading a copy of the same in the portal [www.tender.wizard.com/CWC](http://www.tender.wizard.com/CWC)

Tenders not accompanied by EMD shall be liable to be summarily rejected. MSEs registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity, of their Registration(if applicable), failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter.

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

Earnest money shall be forfeited in the event of the tenderers failure, after the acceptance of his tender, to furnish the requisite security deposit by the due date to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.

#### **8. SELECTION OF LOWEST BIDDER:**

Price Bids in respect of the tenderers declared as technically qualified, will be opened. The rates quoted by the tenderers will be multiplied by quantum handled in terms of truck(in nos) and weight (in metric ton) handled during financial year 2017-18 under the relevant operations for which the rate has been quoted. In case of the items where there has been no transactions 100 units against those operations will be taken into consideration for the purpose of evaluation of the price bids. The total amount thus worked out for all the operations will be categorized as L1, L2 and so on starting from the lowest one and accordingly the tenderers will be ranked. The details of quantum handled in terms of truck(in nos) and weight (in metric ton) handled during financial year 2017-18 ,operation wise detail is enclosed as Annexure-III for information of the tenderers.

Further, the bidders are also required to quote their rates for all the items as mentioned in the price bid. Incomplete bids shall be summarily rejected.

- (a) The technical bid shall be opened on the due date and time as specified in tender. The price bid of only such tenderers, whose technical bid is found to be qualified, shall be opened. The time and date of opening of price bid shall be fixed and shall be intimated to qualified parties only.
- (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 10.1 to 10.3.

- (c) The bids of such tenderers who do not pay the cost of tenders and / or do not pay the Earnest Money Deposit shall not taken cognizance of.
- (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) 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. 3 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.

## **9. SUBMISSION OF TENDER:**

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

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

a) Information about tenderers :

The tenderers must furnish full, precise and accurate details in respect of information asked for in **Appendix-8&9** attached to the form of tender. Same should be scanned and uploaded.

b) Uploading/Signing of tenders :

Person or persons uploading/signing the bid shall be Authorized to do so as per **Appendix- 5**.The bid should be uploaded by the authorized signatory as defined in **Appendix-5** under his own digital signature.

The bidder shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.

Tenderer is required to submit Appendix-1 in lieu of tender document along with other documents required under eligibility criteria. He/she shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.

**CHECK LIST AS ANNEXED AT ANNEXURE-II-** The bidders are advised that before scanning of the various supporting documents to be uploaded alongwith the technical bid all such documents mentioned at serial 'a' to 'q' in the checklist(**Annexure-II**) be arranged into a single bunch and then each page of the bunch be serially numbered. The individual documents may then be scanned so as to have serially numbered scanned copies which may

be uploaded also in the checklist the starting and ending serial numbers of each document be mentioned. This will not only ensure that no important document is missed but will also facilitate quick processing of the bids. For serial no.'j' only indicate either 'yes' or 'no' whether sought document has been uploaded or not.

The tenderer can be asked to give clarification to be submitted within a specified period of time and in case of failure of tenderer to give such clarification their technical bid will be summarily rejected.

#### **10.1 PREMINILARY SCRUTINY OF BID:**

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

- (i) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed).
- (ii) The bid is not legible.
- (iii) Required EMD and cost of tender have not been received.
- (iv) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- (v) The bidder has not quoted for all the items, as specified in Price Bid.
- (vi) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.

Only responsive bids shall be taken up for further evaluation.

#### **10.2 Further evaluation of Stage: I Technical Bid**

- (a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- (b) The Corporation, if necessary, may ask the tenderer for any specific information/ clarification relating to qualifying document/condition or can seek missing documents. The required clarification and missing documents will be asked from only those bidders who have full filled 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 10.3.

The clarification and missing documents to be submitted should not be of a date later than the date of submission of original bid however Net Worth Certificates as per **Appendix-7**, Affidavit of Proprietary Firm as per **Appendix-3**, submitted as missing documents can be of a date after the date of submission of original bid. The missing document sought is allowed to be submitted only by uploading on the tender website through which same has been asked.

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

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

- (a) An Icon for clarification and missing documents shall appear on “Bid details” page (in front of each of the bidder’s name) at Corporation’s end after opening of Technical / Price Bid.
- (b) Corporation shall click on clarification and missing documents icon for the desired bidder and enter the details of clarifications and missing documents sought within the prescribed time.
- (c) After entering the details of clarification and missing documents sought by the Corporation, same icon is to be clicked at bidder’s end for replying to the particular clarification and missing documents sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification and missing documents sought by the Corporation.
- (d) Bidder will click on clarification and missing documents icon and will reply to the same and upload the required clarification and missing document (optional) in support of clarification sought and also submit



missing documents, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.

- (e) Once the prescribed time expires, the reply button of clarification and missing documents screen from bidder side shall also disappear automatically.
- (f) After expiry of prescribed time, Corporation shall download the clarification and missing documents submitted by the bidder.
- (g) Bidder to refer clarification and missing document manual available on e-portal (www.tnderwizard.com)/CWC or seek assistance from the Help desk.

#### **11. OPENING OF TENDER :**

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

#### **12. 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.

#### **13. INTERVIEWS AND ACCEPTANCE OF TENDER:**

The tenderers should be prepared to proceed to the Regional Office of CWC or the Corporate Office of CWC at New Delhi, at their own expense and without any obligation, if called upon to do so, by the Regional Manager, CWC (or an Officer authorized to act on his/her behalf). The Competent Authority of CWC empowered to accept the tender reserves the right to reject any or all tenders without assigning any reason and does not bind himself/herself to accept the lowest or any tender. He/she also reserves the right to accept the tender for any or all the offers. The successful tenderer shall be advised of the acceptance of his/her tender by a letter /telegram/ fax/ email. Where acceptance is communicated by telegram/ fax/e-mail the same shall have to be acted upon immediately, without awaiting for the postal copy in confirmation.

#### **14. EXECUTION OF AGREEMENT:**

The successful tenderer shall enter into an agreement with the Corporation in the format as appended in **Appendix-10**. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value.

- a) The execution of agreement shall be preceded by furnishing of Security deposit as detailed above. The agreement shall be executed within one week

of the acceptance of the tender or issue of letter of award, failing which the Contract is liable to be terminated . In such case the Earnest Money Deposit of the tenderer shall stand forfeited.

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

**15. PERIOD OF CONTRACT:**

The period of contract will be **04(Four) years** from the date of acceptance or award or commencement of work of such later date, as may be decided by the Corporation with a provision to further extension up to **01(One)year in one or more spell** on the same rates, terms and conditions as may be decided by the Corporation.

**Yours faithfully**

**DATE: ( 16.05.2019)**

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

**TERMS & CONDITIONS GOVERNING HANDLING OF EXIM CARGO AND OTHER ALLIED SERVICES AT INTEGRATED CHECK POST COMPLEX AT PETRAPOLE**

**I. DEFINITIONS**

- i) “Integrated Check Post” means the area so designated for the purpose at Petrapole, Bangaon, West Bengal-743405(Indo-Bangladesh Border at Petrapole) including the open/covered area and other areas which may be added later to the complex.

- ii) “Yard Integrated Check Post” would mean any developed/designated area in the Integrated Check Post premises or any extension thereof.
- iii) The term ‘Contract’ shall mean and include the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexure, appendices and schedules, acceptance of tender and such general and special conditions as may be added to it.
- iv) The terms ‘Service Provider’ shall means and include the person, firm or a body incorporated with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.
- v) The term ‘Contract rates’ shall mean the rates if payments accepted by the Regional Manager, CWC, RO, Kolkata for and on behalf of the Corporation.
- vi) The terms ‘Corporation’ or “Central Warehousing Corporation” wherever occurs shall mean the Central Warehousing Corporation established under the Warehousing Corporation Act, 1962 and shall include its administrators, successors and assigns. It will also be called CWC.
- vii) “Manager” shall mean the Manager, CWC, Integrated Check Post, Petrapole, the Officer In-charge of the Integrated Check Post.
- viii) Regional Manager shall mean The Regional Manager of Central Warehousing Corporation, Regional Office, Kolkata.
- ix) “Managing Director” shall mean the Managing Director of the Corporation.
- x) “Services” shall means the performance of any of the items of work enumerated in schedule of services including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Regional Manager, CWC, RO, Kolkata or any person authorized by him in this behalf.
- xi) ‘Container’ shall mean ISO container used in International trade for export/import cargo, which could be 20’, 30’, 35’, 40’ and 45’ container viz. flat rake, open top, over dimension cargo container (high dome or such other size). This shall include Reefer containers also. However, any container above 20’ size will be treated as 40’ container only irrespective of its size being 30’, 35’, 40’, 45’ etc. and charged for two containers and considered as a FEU (2TEUs).
- xii) ‘EXIM Cargo’ shall mean any loose cargo/bulk cargo/liquid cargo/break-bulk cargo/containerized cargo bound for export and import.

## **II.OBJECT OF THE CONTRACT**

The Service Providers shall render all or any of the services given in **clause-XXII under terms & conditions of this tender document** and schedule of

operations as and when necessary, and as directed from time to time, by the Regional Manager, CWC, RO, Kolkata/ the Manager, CWC, Integrated Check Post, Petrapole or any other officer acting on his behalf, together with such additional ancillary and incidental duties, services and operations as may indicated by the Manager, Integrated Check Post, Petrapole or an office acting on his behalf and are not inconsistent with these terms and conditions.

### **III. PARTIES OF THE CONTRACT**

- a) The persons signing the tender or any other documents forming part of the tender on behalf of any other person or a firm, shall be deemed to warrant that they have authority to bind such other person or the firm as the case may be in such matters pertaining to the contract including the arbitration clause. If, on enquiry, it is found that the person concerned has no such authority, the Central Warehousing Corporation represented through the Regional Manager, Central Warehousing Corporation, RO, Kolkata may without prejudice to other civil and criminal remedies, terminate the contract and hold the signatory liable for cost and damages.
- b) Notices or any other action to be taken on behalf of the Central Warehousing Corporation may be given/ taken by Regional Manager, Central Warehousing Corporation, Kolkata or any other officer so authorized and acting on his behalf.

### **IV. CONSTITUTION OF SERVICE PROVIDER**

- a) Service Provider shall at the time of submission of tender declare, whether they are sole proprietary concern or registered partnership firm or private limited company or a body Corporate incorporated in India. The composition of the partnership, names of Directors of companies shall also be indicated. The Service Provider shall also nominate a person(s) in whose hands the management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the Service Provider(s) in respect of the contract and whose act shall be binding on the Service Providers.
- b) The Service Providers shall not, during the currency of the contract, make without the prior approval of the Corporation, make any change in the constitution of the firm. The Service Providers shall notify to the Corporation the death/resignation of the partners/Directors immediately on the occurrence of such an event. In the absence of receipt of such notice/approval the Corporation shall have the right to terminate the contract, as soon as it comes to know of it.

### **V. SUBLETTING**

The Service Providers shall not sublet, transfer or assign the contract or any part to any other person/firm/company thereof without the prior written approval of the Corporation. In the event of the Service Providers contravening this condition, the Corporation shall be entitled to place the contract

elsewhere on the Service Providers' account and at their risk and cost and the Service Providers shall be liable for any loss or damage which the corporation may sustain in consequence or arising out of such replacing of the contract.

#### **VI. RELATION WITH THIRD PARTIES**

All the transactions between the Service Providers and third parties who are in no way connected with the clearance of /cargo/package from the Integrated Check Post shall be carried out as between two principals without reference in any event to the corporation. The Service Providers shall also undertake to make third parties fully aware of the position aforesaid, (it should not be done if it pertains to work in Integrated Check Post, Petrapole).

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

- a) All labour and /or personnel employed by the Service Providers shall be engaged by them as their own employees/workmen in all respects implied or expressed.
- b) The responsibility to comply with the provision of the various labour laws of the country such as factories Act, 1948 payment of wages Act of 1936, workmen's compensation Act of 1923, ESI Act 1948, Employees Provident Fund Act of 1952, Maternity Benefit Act of 1961, Contract Labour (Regulation & Abolition) Act of 1970, Payment of Bonus Act of 1965, Payment of Gratuity Act of 1972, Equal Remuneration Act of 1976 or any other Act, to the extent they are applicable to their establishment/workmen, will be solely that of the Service Provider. The Regional Manager, Central Warehousing Corporation, Kolkata on behalf of Central Warehousing Corporation, in the capacity of Principal employer will have every right to demand that the wages shall be disbursed to the workmen/employees of the Service Provider in the presence of their representative.
- c) The Corporation shall be fully indemnified by the Service Provider against all the payments, claims and liabilities whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of the above said Acts or similar other enactment of the country as they are at present or as they would stand modified from time to time, to the extent they are applicable to the establishment/work in the Corporation.
- d) The Regional Manager, Central Warehousing Corporation, Kolkata shall have the right to deduct from any money due to the Service Provider, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit or believed to be for the benefit of the workers, non payment of wages or deduction made from their wages, which are not authorized or justified by the terms of the contract or non-observance of the Rules, Regulations and or by way of fulfillment of any obligations on the part of the Service Provider for strict observance of the provisions of the aforesaid laws.
- e) The Manager, CWC, Integrated Check Post, Petrapole shall allow the Service Provider, his Agents representative or employees to enter into the Integrated

Check Post premises for the sole purpose of rendering the said services for Central Warehousing Corporation. The Service Provider shall agree and undertake to make good any loss or damage caused to the premises, goods equipment and property by his agents, representatives or employees while rendering the said services. However, it is clarified that the employees of Service Provider shall be deployed in the operational areas only. The Service Provider's employees without assigned job shall under no circumstances enter the Integrated Check Post Premises.

- f) The Service Provider shall give his employees neat and clean uniforms for summer & winter seasons at no extra charges to Central Warehousing Corporation and ensure that all his employees are always in neat & clean and properly washed and ironed uniforms, while on duty. All the employees shall invariably have their name tags attached to their labels for easy recognition. The laminated nametags with photographs should be signed by the Service Provider and got counter signed by the Manager, Integrated Check Post, Petrapole or any other officer nominated for this purpose.

In case the Service Provider fails to comply with the provision under this clause, RM, CWC, RO, Kolkata will be free to do the needful at their risk & cost and recover the amount from the Service Provider.

- g) Full details about the names, addresses, both local & permanent and three copies of their photographs will be furnished to Manager, CWC, ICP, Petrapole or his authorized representative. They will also be provided with necessary photo Identity cards by the Service Provider duly verified by Manager, ICP, Petrapole as well as the Port Authorities for regulating their entry into Port premises for the bonafide purposes connected with this work.
- h) In case the Manager, CWC, ICP, Petrapole demands the Service Provider for removal of any of his employees, the Service Provider shall do so forthwith. The decision of Manager, CWC, ICP, Petrapole shall be final & binding on the Service Provider and the corporation shall in no way be liable for any consequences for which the Service Provider will be fully responsible.
- i) "The Service Provider shall not employ any person/labourers below the age permissible by law. The Service Provider shall indemnify the Corporation from and against all claims and penalties which may be suffered by Corporation or any person employed by him by reason of any default on the part of Service Provider to observe and/or in the performance of provision of employment Children Act XXVI of 1938 or any reenactment or modification of the same".
- j) The Service Provider shall give preference in enrollment of required manpower to the project effected persons, subject to their fulfilling minimum qualifications and standards of physical fitness laid down & having proven integrity.
- k) Under rule 30(I) of the Workmen Compensation Rules 1924, action will have to be taken by the CWC as principal employer immediately on receipt of the notice application for compensation on behalf of workmen or their legal heirs to inform the labour Commissioner that Central warehousing Corporation, intends to claim indemnification from the Service Provider and get a notice of the claim served on them at once. Thereafter it is for the commissioner

under rule 39(5), he awards any compensation to record a finding whether the Service Provider is or is not liable to identify the principal. Once such findings is obtained by the CWC in its favour, the provisions of the contract in the aforesaid revised **clause VII (a)** can be invoked by CWC to adjust / Setoff such amount against any amount due to the Service Provider by the corporation or any other accounts. It needs no mention that the labour commissioner of the liability of the Service Provider to indemnify the CWC can do such adjustment only after determination. Once the labour commissioner has passed his order under section 12(2) determining the liability of the Service Provider, and the CWCs entitlement to be indemnified by the Service Provider in respect of compensation the CWC can Setoff and adjust any amount of the Service Provider lying in its hands. If however, no amounts are available for such adjustment the Corporation can invoke the provision of section 31 of the act and approach the Commissioner to recover the amount due to Corporation from the Service Provider. There will be no need to file a separate civil suit against the Service Provider for such recovery.

- l) The Service Provider shall be liable for making contribution in accordance with the provision of the Employees Provident Fund Act 1952 and the scheme framed there under, in respect of the labour employed by him. The Service Provider shall submit by the 5th & 20th of every month to the Manager a statement showing in respect of the second half of the proceeding month and first half of current month respectively.
  - i. The number of labourers employed by him.
  - ii. Their working hours.
  - iii. The wages paid to them.
  - iv. The accidents that occurs during the said fortnight showing the circumstances under which they occurred and the extent of damage and injury caused by them and
  - v. The number of female workers who have been allowed Maternity Benefit and the amount paid to them.
- m) In every case in which by virtue of the provisions of sub section(1) of Section 12 of the Workmen's Compensation Act, 1923 the Corporation is obliged to pay compensation to a workman employed by the Service Provider in execution of the contract, the Corporation will recover from the Service Provider the amount of the compensation so paid and without prejudice to the rights of the Corporation under sub-section(2) of Section 12 of the said Act. The corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the Service Provider whether under this contract or otherwise.
- n) In every case in which by virtue of the provisions of the contract labour (Regulation & Abolition) Act and the contract labour (Regulation and Abolition) Rules, the Corporation is obliged to pay any amount of wages to a workman employed by the Service Provider in execution of a contract, or to incur any expenditure in providing Welfare and or health amenities required to be provided under the above said Act & Rules or under Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Warehousing Corporation Service Providers, the corporation will recover from the Service Provider the

amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of the corporation under sub-section 21 of the contract Labour (Regulation and Abolition) Act. The Corporation shall also be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the Service Provider, whether under this agreement or otherwise.

- o) The Corporation shall not be bound to contest any claims made against it under Contract Labour (Regulation & Abolition) Act or workmen's Compensation Act or any other similar Act, in respect of contract labour.
- p) The Service Provider, where required shall obtain a valid license under the Service Provider Labour (R&A) Act 1970, and the Contract Labour (R&A) Rules 1971 before the commencement of the work and shall continue to have a valid license until the completion of the contract, which will be reviewed from time to time. Similarly, after appointment, Service Provider shall immediately obtain EPF Registration form the prescribed EPF licensing/registration authority and shall ensure to comply all relevant provision of Contract Labour(R&A) Act, 1970 and the Contract Labour(R&A) rules and Employees Provident Fund Act 1952 and as and when ask, shall furnish required document(s) to the Corporation for verification etc. CWC as Principal Employer shall provide requisite documents to enable Service Provider to get labour license and EPF registration.
- q) The Service Provider shall pay to the labour employed by him either directly or through sub-Service Providers, wages not less than the "fair" wages, if any, or the "minimum rates of wages", if any notified by the Govt. of the State in which the work is carried out or as per the provisions of the contract labour (R&A) Act and the contract labour (R&A) Rules, wherever applicable. Besides the Service Provider shall also be responsible to provide all basic facilities as envisaged under section 16 to 19 of the contract Labour (R & A) Act, 1970.
- r) In complying with the said enactments or any statutory modifications thereof the Service Providers shall also comply with or cause to be compiled with the labour regulation/enactments made by the State Government/Central Governments from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of Wages not paid and deduction un-authorized made, maintenance of wage book or wage slip. Publication of the scale of wages and other terms of employment inspection and submission of periodical returns and all other matters of like nature.
- s) Notwithstanding the fact, whether the said legislation/enactments of any statutory modification thereof, are applicable or not to the employees/workers employed by the Service Provider who shall pay the following to them.

#### 1. **PAYMENT OF WAGES TO WORKERS**

The Service Providers shall pay not less than minimum wages to the workers engaged by them on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate



work shall mean the rate(s) notified by appropriate authority at the time of inviting tenders for the work. Where such wages have not been so notified by the appropriate authority, the wages prescribed by the Regional Manager as minimum wage shall be made applicable. The Service Provider shall maintain necessary records and registers like wage book and wage Slip etc. Register of unpaid wages and Register of Fines and Deductions giving the particulars as indicated in **Appendix- 11(a), 11(b)&11(c)**, The minimum wages prescribed for the time being for piece rate and time rate workers are as indicated below :

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

#### 1. Piece Rated Workers

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

1.a)In line with the Govt. policy, the Service Provider shall be under obligation to make cashless payment of wages to worker i.e. by Account Payee Cheque, RTGS, NEFT, Internet Banking, Cards, Aadhaar enabled system, Unified Payment Interface (UPI), Mobile banking etc. They shall keep record of payment and on wage book/register the workers signature as proof of payment of wages shall be obtained.

#### 2. **WEEKLY OFF :-**

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

#### 3. **ATTENDANCE ALLOWANCE:-**

The Service Provider shall pay attendance allowance of Rs.1.00 (Rupee one) only per day to the regular workers generally employed by him on piece rate or time 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 VII(s) 1 to 3** shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The Regional Manager shall have the right to deduct from money due to the Service Provider, any sum required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages, or of deductions made from his or their wages which are not justified or non-observations of the regulations/enactments mentioned in **Clause-VII(a), VII(b) and VII (l)**.

#### **Welfare and Health of Contract Labour:**

Duties and responsibilities of the Service Provider:

1. **CANTEEN :-**

- (i) Under Section 16 of the Contract Labour (Regulation & Abolition) Act, 1970 the Service Provider shall provide within 60 days from the commencement of the employment of contract labour or where the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are employed an adequate canteen.
- (ii) If the Service Provider fails to provide the canteen within the time laid down in para (i) the same shall be provided by the principal employer. All expenses incurred by the principal employer in providing this amenity shall be recovered by the principal employer from the Service Provider either from the admitted bills submitted by the Service Provider from time to time or shall be treated as a debt payable by the Service Provider;
- (iii) The canteen shall be maintained by the Service Provider in accordance with the provisions of the relevant laws, rules and regulations.
- (iv) The foodstuffs and other eatables to be served in the canteen shall be in conformity with the normal eating habits of the contract labour.
- (v) The charges for foodstuffs, beverages and other eatables served in the canteen shall be based on “no profit, no loss” and shall be conspicuously displayed in the canteen.
- (vi) In arriving at the prices of foodstuffs and other articles served in the canteen the following items shall not be taken into consideration as expenditure, viz;
  - a) The rent for land and building;
  - b) The depreciation and maintenance charges for the building and equipment including furniture, crockery, cutlery & utensils;
  - c) The water charges and other charges incurred for lighting and ventilation;
  - d) The interest on the amount spent on the provision and maintenance of furniture and equipment provided in the canteen.
- (vii) The books of accounts and registers and other documents used in connection with the running of the canteen shall be produced on demand for inspection.
- (viii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.
- (ix) Provided that the Chief Labour Commissioner (Central) or an officer authorized by the appropriate Govt. (Appropriate Govt. in the case of CWC is the Central Government) may approve of any other person to audit the accounts, if he/she is satisfied that it is not feasible to appoint a registered accountant and auditor in view of the site or

location of the canteen.

2. **REST ROOMS** :-

- (i) In every place, wherein contract labour is required to halt at night in connection with working and employment of contract which is likely to continue for 3 months or more, the Service Provider shall provide and maintain rest rooms within 15 days of the commencement of the employment of contract labour;
- (ii) If the amenity referred to in **sub-rule (i)** is not provided by the Service Provider within the prescribed period, the principal employer shall provide the same after the expiry of the same period laid down in **Sub-rule (i)** and expenses as incurred deducted as per **clause 1(ii)** above.
- (iii) Separate rest rooms shall be provided for the woman employees.
- (iv) Effective and suitable provision shall be made in every room for securing and maintaining adequate ventilation by the circulation of fresh air and these shall also be provided and maintained with sufficient and suitable natural or artificial lighting;
- (v) The rest room(s) shall be of such dimensions as provided for in rules framed Contract Labour (Regulation & Abolition) Act 1970, as amended from time to time.
- (vi) The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of the roof. The sheds shall be roofed with at least thatch and mud flooring with a dwarf wall around, not less than two & half feet. Sheds as provided should be kept clean and should be able to provide adequate protection against heat, wind, rain and shall have smooth, hard and impervious floor surface;
- (vii) The rest room(s) shall be at a convenient distance from the establishment and shall have adequate supply of wholesome drinking water.

3. **LATRINES AND URINALS** :-

- (i) Under Section 18 of the Contract Labour (Regulation and Abolition) Act, 1970 it shall be the duty of the Service Provider to provide adequate number of latrines so that :-
  - [a] Where females are employed, there shall be at least one latrine for every 25 females;
  - [b] Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for every 25 males or

females upto the first 100, and one for every 50 thereafter.

- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy and shall have proper doors and fastenings.
- (iii) Where workers of both sexes shall be employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by majority of workers "For Men Only" and "For Women only" bearing the figure of a man or a woman, as the case may be.
- (iv) There shall be at least one urinal for male workers up to 50 and one for female workers up to 50 at a time, Provided that where the number of males or females exceeds 500, there should be one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereof thereafter.
  - a). The latrines and urinals shall be conveniently situated and accessible to workers at all times.
  - b). The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. The number of cement washing shall be noted in the register maintained for the purpose and kept available for inspection. Latrines and Urinals other than those connected with a flush sewage system shall comply with the requirements of the public health authorities;
  - c). Water shall be provided by means of a tap or otherwise so as to be conveniently accessible in or near the latrine & urinals.

4. **WASHING FACILITIES** : -

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

5. **FIRST AID FACILITIES**: -

- (i) The Service Provider shall provide and maintain readily available first aid boxes during all the working hours at the rate of not less than one box for 150 contract labour or part thereof.
- (ii) The first aid box shall be distinctively marked with a red cross on a white ground and shall contain the equipment as provided for in the Contract Labour (Regulation & Abolitions) Act of the "appropriate" Government.
- (iii) Adequate arrangement should be made for immediate recoupment of the requirement whenever necessary.

6. If the amenity is not arranged by the Service Provider within thirty days from the commencement of the contract labour, the same shall be provided by the principal employer after the expiry of the said period and the expenses incurred shall be either deducted from the admitted bills of the Service Provider or treated as debt payable by the Service Provider.
7. Nothing except the prescribed contents shall be kept in the first aid box.
8. The First Aid box shall be kept readily available in-charge of person trained in First Aid treatment.
  - a) Every tenderer whose tender is accepted by the Corporation shall immediately apply for license to the prescribed licensing authority through the CWC in terms of Section 12 of the Contract Labour (R&A) 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 principal employer for renewal on the expiry of the regular license. The Service Provider shall also get the temporary license renewed, whenever necessary, through the principal employer. 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, CWC, Regional Office, Kolkata in this regard shall be final and binding on the Service Provider.
  - b) The Corporation shall be fully indemnified by the Service Provider against all payments, claims and liabilities whatsoever incidental or direct, arising out of or for compliance with or enforcement of the provisions of the above said acts or similar others enactments of the country as they are at present or as they would stand amended from time to time, to the extent they are applicable to the establishments/ works in the Corporation. The Warehouse Manager concerned or Regional Manager of the Region of the Corporation shall have the right to deduct from any money due to the Service Provider, any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not authorized or justified by the terms of the contract or non-observance of the Rules and Regulations and or Acts by way of fulfillment of any obligations on the part of the Service Provider for strict

observance of the provisions of the aforesaid laws.

- c) In every case in which by virtue of the provisions of subsections (1) of Section 12 of the Workmen's Compensation Act, 1923 the corporation is obliged to pay compensation to a workman employed by the Service Provider. In execution of the contract the Corporation will recover from the Service Provider the amount of the compensation so paid and without prejudice to the rights of the Corporation under Sub-section (2) of Section 12 of the said Act, the Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the Service Provider whether under the contract or otherwise.
- d) The Service Provider shall have to allow CWC representatives as escort to travel in the lorry, if required.

#### **VIIA. LABOUR LICENSE**

Every tenderer, whose tender is accepted by the Corporation, shall immediately apply for licence to the prescribed licensing authority through the CWC (Principal Employer) in terms of section 12 of the Contract Labour (R&A) Rules 1971, before entering upon any work under the contract. The Service Provider shall also obtain temporary license, whenever required under rule 32 of the relevant Rules, in case where they intend to employ more labour in number than that mentioned in the regular license for short duration, not exceeding 15 days. The Service Provider shall also make an application through the Principal Employer for renewal of the regular license at least two months before expiry of the regular license. The Service Provider shall also get the temporary license renewed, whenever necessary through the Principal Employer. If for any reason, the application for a license is finally rejected by the licensing authority/appellate authority, the contract shall be liable to be terminated at the risk & cost of the Service Provider and the decision of the Regional Manager, Central Warehousing Corporation, Regional office , Kolkata-700087 in this regard will be final and binding on the Service Provider.

#### **VIIIB. EMPLOYEES PROVIDENT FUND REGISTRATION**

Every tenderer, whose tender is accepted by the Corporation shall immediately apply for license/Registration to the prescribed EPF licensing/registration authority through the CWC(Principal Employer), ensure to comply all relevant provision of Employee Provident Fund Act, 1952 along-with other applicable statutory obligations and as & when asked shall furnish required document(s) to the Corporation for verification etc.

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

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

**IX. PERIOD OF CONTRACT.**

- (i) The contract shall remain enforce for a period of **04(Year)** from or such later date as may be decided by the Regional Manager at his sole discretion. Regional Manager reserves the right.
- (ii) To extend the period of contract by **01(One) Year** further beyond the original contract period of **04(Four) year, in one or more spell** on the same rates, terms and conditions.
- (iii) To terminate the contract at any time during its currency without assigning any reason by giving thirty days' notice in writing to the Service Provider at their last known place of residence / business and the Service Provider shall not be entitled to any compensation by reason of such termination.

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

**X. SUMMARY TERMINATION**

- a. In the event of the Service Providers having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms & conditions governing the contract, the Regional Manager, Central Warehousing corporation, Kolkata shall be at liberty to terminate the contract, forthwith, without prejudice to any other rights or remedies under the contract and to get the work done for the un-expired period of the contract at the risk & cost of the Service Provider and to claim from the Service Provider any resultant loss sustained or costs incurred.
- b. The Regional Manager, Central Warehousing Corporation, Kolkata shall also have without prejudice to other rights and remedies, the right in the event of breach by the Service Provider of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period the contract at the risk & cost of the Service Provider and/or forfeit the Security Deposit or any other part thereof for the sums due to any damages, losses,

charges, expenses or costs that may be suffered or incurred by the Corporation due to Service Provider's negligence or unworkman like performance of any of the service under the contract.

- c. In the event of security or sum due under this contract being insufficient to cover the claimed amount or amounts, the Regional Manager, CWC, RO, Kolkata shall be entitled to withhold and has a lien to retain to the extent of such amount or amounts referred to above from any sum or sums found payable or which at any time thereafter may become payable to the Service Provider under the same contract or any other contract with the corporation pending finalization of adjudication of any such claims.

#### **XI. BLACK LISTING OF THE SERVICE PROVIDERS:**

- i. Any false/wrong information/credential submitted shall lead to the tenderer being black listed in CWC and debarred for participating in tender for next 05 years besides forfeiture of the Earnest Money deposit.
- ii. Non-performance/defaulting H & T Service Provider shall be suspended/ banned trade relations for black-listed for a period upto 5 years based on merits of each case by the Managing Director and his decision shall be final and binding.

#### **XII. SECURITY DEPOSIT**

- a) Successful tenderer shall furnish, within a week of the acceptance of his tender, a security deposit of **Rs. 42,53,010/- (Rupees Forty Two Lakh Fifty Three Thousand Ten only)**. The successful tenderer, however, shall be given the option to pay 50 per cent of the security deposit within the above mentioned period and the remaining by deduction at the rate of five percent from each admitted bill, for work done under the contract.  
However successful tenderer have an option to submit bank guarantee towards security deposit issued from any branch of the scheduled bank/nationalized bank as per **Appendix- 13**.
- b) The Security Deposit amount shall be deposited in favour of the Regional Manager, CWC Kolkata, in the form of Demand Draft/NEFT/RTGS issued by scheduled banks only.
- c) The Security deposit furnished by the tenderer would be subject to the terms and conditions given in this tender and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- d) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit shall be required to be furnished.



- e) The Service Provider shall furnish within a week of the acceptance of their tender, security deposit as prescribed in the invitation to tender. In the event of tenderers failure after the acceptance of his tender to furnish requisite security deposit by the due date and not taking over the work, the EMD shall be liable to be forfeited. Besides, the Corporation may suspend/ban the trade relations with them or debar to participate in all future tender enquiries with CWC based on merit of each case up to a period of five years without prejudice to any other rights and remedies of the Corporation under the contract and law. The decision of Managing Director in this matter shall be final and binding to the tenderer. The

Service Provider at their option, may deposit 50 per cent of the prescribed security at the time of acceptance of the contract while the balance 50 per cent may be paid by the Service Provider by deductions at the rate of 5 per cent from the admitted bills of the Service Providers.

- f) The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the time it is held by the Corporation.
- g) The security deposit shall be refunded to the Service Providers only after due and satisfactory performance of the services and on completion of all obligations by the Service Provider under the terms of the contract and on submission of a No Demand Certificate, subject to such deduction from, the security as may be necessary for making up of the Corporation's claims against the Service Provider.
- h) In the event of termination of the contract envisaged in Clause- X of terms & conditions, the Regional Manager, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the Service Provider or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.
- i) The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the Service Providers.

In the event of the security deposit being found insufficient or if the same has been wholly forfeited, as the case may be the balance of the total sum recoverable shall be deducted from any sum then due or which at any time with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the Service Provider shall pay to the Corporation on demand the remaining balance due whenever the security deposit falls short of the specific amount, the

Service Provider shall make good the deficit so that the total amount of Security Deposit shall not at any time be less than the specific amount.

- j) In addition to above Successful tenderer shall also furnish, Additional Security Deposit amounting to Rs. 85,06,020/- (equivalent to 10% of Annual Estimated Value) in the form of Performance Bank Guarantee towards additional security deposit issued from any branch of the scheduled bank/nationalized bank. The format of bank guarantee shall be same as per Appendix- 13.**

The decision of the Regional manager, Central Warehousing Corporation, Kolkata as to the amount determined for deduction from the Security Deposit will be final and binding on the Service Provider.

**NOTE:** Whenever a higher security deposit is anticipated due to higher risks in any contract, additional security in the form of Performance Bank Guarantee shall be taken. Additional Security Deposit shall not be more than 10% of the annual estimated value of work and reasons for taking additional security shall be recorded in writing.

### **XIII. LIABILITY OF SERVICE PROVIDER FOR LOSSES ETC, SUFFERED BY THE CORPORATION**

- a) The personnel in a different category will have to be positioned by the Service Provider. This would be needed for smooth operations of the work of handling, storage inspection and delivery of the cargo/container. In the event of any fault or defaults on any particular day/days on the part of the Service Provider in providing adequate equipment, vehicles or personnel or to perform any of the services mentioned herein efficiently and to the entire satisfaction of the Manager, Integrated Check Post, Petrapole or his authorized representative who in his absolute discretion, without prejudice to other rights and remedies under this contract, shall have the right to recover by way of compensation from the Service Provider @ of Rs. 5000/- per day /per Reach Stacker, @ Rs. 1000/- per day per mobile crane/hydra crane, Rs. 500/- per day per forklift and @ Rs. 200/- (Rupees Two hundred only) per day per default of other kind plus actual claims if any received from the users besides making temporary alternative arrangements to cope up with the work at the risk & cost of the Service Provider who will be liable to compensate the consequential damages, if any. The decision of the Regional Manager, Central Warehousing corporation, Kolkata on the question whether the Service Provider has committed such a fault or has failed to perform any of the services efficiently and also liability for payment of compensation and its quantum shall be final & binding on the Service Provider which shall be without prejudice to other rights & remedies of the Corporation under the contract.
- b) The Service Provider shall exercise all care and precaution and use proper equipment for handling of various type of cargo/containers and

consignments to avoid any damage or loss to the cargo/containers at any stage. The Service Provider shall be responsible for the safety of the cargo while in his/her custody. They shall handle the cargo/containers received by them and loaded in the trucks or other vehicles at the loading points with seal intact and without any damage to the cargo/containers. In case of any damage to the cargo/containers, Service Provider will be responsible to make good the losses as per the survey report finalized in presence of CHA/ Exporter/Importer or his authorized representative, Manager, Integrated Check Post, Petrapole or his authorized representative and the Service Provider's representative. In case of damage to property of the Corporation by the Service Providers' equipment/ representative during any of the operations, the Service Provider is liable for cost of damages, in addition to penalty @ 10% thereon. The amount of damage will be deposited by the Service Provider immediately, failing which it would be recovered from their bills. The decision of RM, CWC, RO, Kolkata shall be final and binding on the Service Provider in this regard.

- c) In case of any shortage or damage/loss, etc. to goods for whatsoever reason and cause while the same are in the custody of the Service Provider at the time of handling of the same, the Service Provider shall be liable to make good to the Corporation the value of the goods including duty, penalties and fines as are leviable by the appropriate authority for such shortage or damage or loss, etc., in addition, if there is any reason for suspicion of collusion of the Service Provider or his employees in such losses or damage the Regional Manager, at his discretion may impose liquidated damages as deemed fit. The action taken by the Regional Manager, Central Warehousing Corporation, Kolkata will be final and binding on the Service Provider.
- d) The Service Provider shall indemnify the Corporation, against any loss, destruction, or deterioration of cargo/containers or any damage or delay to containers or any delay in delivery of cargo, due to any negligence or default on their part and on the part of their employees/labourers and also by the carelessness, neglect misconduct of their employees/ labourers in their employment and any liability for payment of damage/ claims by the Corporation to the shipping lines/shipping agents/users/ CHA/ Exporter/Importer or authorized representative on account thereof and shall pay all claim met and also litigation expenses, if any incurred by the corporation immediately on demand without any demur. The Corporation shall have the right to deduct the amount of such loss from any sum (including security deposit) then due or may become due to the Service Provider under this contract. The decision of the Regional Manager, Kolkata shall be final and binding on the Service Provider in this regard.
- e) In the event of failure of the Service Provider to undertake the work after award of contract or rescinding from the contract during its currency, the corporation shall have right to get the work done at his risk & cost and the Service Provider shall be liable to make good the loss, if any suffered by the Corporation on this account. The Corporation shall also have the right to deduct the amount of such

loss from any sum (Including Earnest Money and Security Deposit) then due or which at any time thereafter may become due to the Service Provider under this contract or any other contract with the Corporation and to claim the balance amount from the Service Provider, and may black list such non-performing/defaulting Service Provider for a period of five years.

- f) Any overtime charges payable either to customs or port due to any such authority shall be paid by the Service Provider and no claim whatsoever shall be against the corporation on this account.
- g) Minimum required labour to cope up with works and keep up certain productivity norms for the gangs should be deployed. A work force of four labours attached to each forklift operation should be capable of stuffing/de-stuffing, a minimum of four containers per shift of eight hours. The deployment should be regulated accordingly.
- h) All taxes/levies/fees/charges payable to any Govt./Local Body on the Service Charges/GST payable by the H&T Service Provider to the Equipment Operators, Manpower Supply Agency for the Personnel engaged etc. shall be paid by the Service Provider, and no claim, whatsoever, on this account, shall rest against the Corporation.
- i) Rent for his office or Garage in the Warehouse Complex as also the charges for water and electricity utilized therein, by the Service Provider shall be paid by the Service Provider to CWC together with applicable GST thereon, at the rate as in force from time to time.
- j) The Water & Electricity charges utilized by the Service Provider either for his office/garage shall be paid to CWC/Port at its actual cost for garage/workshop and Service Provider is at liberty to use calibrated sub-meters at the tapping points with the prior approval of the Corporation.
- k) In case of delay in de-stuffing/stuffing the containers, in addition to the claims towards liquidated damages by the importers/exporters and shipping agents, the storage charges of the cargo/containers at the highest slab which would have accrued/would accrue to the Corporation will be deducted from the running bills of the Service Provider.
- l) The Service Provider shall ensure strict compliance of deterrent provision/section under Motor Vehicles Act, 1988 in respect of maximum gross weight of the vehicles. The Corporation in no way, shall be responsible for any consequences in this matter i.e. Service Provider shall be solely responsible for violation of any Section/Provision of Motor Vehicles Act, 1988 and relevant direction issued time to time by any court of law in this regard. In case of any delay, damage, etc. to the cargo/container due to non-compliance of above referred provisions, the Service Provider shall be liable to make good to the Corporation the value of the goods including duty, penalties and fines as the leviable by the appropriate authority in addition to the claims of the users. The action taken by the Regional

Manager, Central Warehousing Corporation, Kolkata will be final and binding on the Service Provider.

#### **XIV. SETOFF**

Any sum of money due and payable to the Service Provider (including Security Deposit returnable to him) under this contract may be appropriated by the Corporation and Setoff against any claim of the corporation, for the payment of any sum of money arising out of this or under any other contract entered **(before/after/concurrent)** into by the Service Provider with the Corporation.

#### **XV. ACCOUNTS**

All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract, shall be open for inspections, audit & counter signatures by the Manager, Integrated Check Post, Petrapole an officer acting on his behalf including the accounts and audit office. The Service Providers shall be responsible to produce the same at such time and place as may be directed by the Manager, Integrated Check Post, Petrapole or an officer acting on his behalf.

#### **XVI. VOLUME OF WORK:**

- a) No definite volume of work to be performed can be guaranteed during the currency of the contract.
- b) The volume of the traffic is likely to fluctuate (increase or decrease) and the tenderer should note that no claim for compensation arising directly or indirectly out of such fluctuations in the volume of traffic to be handled during the currency of the contract shall be entertained.
- c) No assurance is also given about any item of work at any time during the currency of the contract.
- d) It be clearly understood that no guarantee is given that all the items of work as shown in the schedule of operations shall be required to be performed by the Service Provider.
- e) The mere mention of any item of work in the contract does not, by itself confer a right on the Service Provider to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them. The Corporation will have the exclusive right to appoint one or more Service Providers or allow the clients to get their work done on their own for any or all the services mentioned hereunder or to divide the work in between such Service Providers in any manner that the Corporation may decide and no claim shall be lodged against the Corporation by reason of such division of work. The

decision of the Regional Manager in this regard shall be final and binding on the Service Provider and shall not be questioned.

- f) The descriptions of services as given in the terms and conditions are only guidelines. The nature of work will be subject to variations/adjustments depending upon the actual requirement. Any variation, addition and/or omissions in the items of work to be actually carried out shall not form the basis of any dispute regarding the rates quoted by the tenderer in the tender and shall not give rise to any claim of compensation of any increase or decrease in the extent of the quantity offered.
- g) A list of the operations and quantum handled in terms of truck (in nos.) and weight (in metric ton) handled during financial year 2017-18 at **CWC, Integrated Check Post, Petrapole** are given at **Annexure-III** respectively, which may vary from time to time during the currency of the contract, however the tenderer are required to carry out any operation/item of work as and when required.

#### **XVII(A). REMUNERATION**

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

#### **XVII(B). ESCALATION CLAUSE**

1. The contracted rates shall remain operative throughout the contract period except for variation in diesel (HSD) prices which Central Warehousing Corporation (CWC) on Service Provider's request will increase/decrease at six monthly frequency @ 0.3% for every 1% increase/decrease in base HSD (diesel) price due to any government notification etc. duly supported by documentary evidence. However, in case of decrease in base HSD (diesel) price, CWC will revise (decrease) the rates on its own as per the guidelines, which again will be at six months interval only.
2. First rate revision would be done only after **(6) six** months of commencement of contract, w.e.f. 1<sup>st</sup> of the month following completion of **(6) six** months of commencement of contract. Subsequent rate revisions would be after six months interval thereafter. For instance, if a contract commences for a period of four (4) years on, say, 16<sup>th</sup> April 2019, there will be seven rate revisions due during (4) four years period. 1<sup>st</sup> rate revision would be due w.e.f. 1<sup>st</sup> Nov, 2019, 2<sup>nd</sup> w.e.f. 1<sup>st</sup> May 2020 and 3<sup>rd</sup> w.e.f. 1<sup>st</sup> Nov, 2020, and so on.

The rate revision would be regulated by the following formula:

For 1<sup>st</sup> rate revision

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

where

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

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

For subsequent six monthly rate revisions

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

where

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

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

3. The revision on the basis of above principle will remain valid for the original period of contract, as per provisions of tender. In case CWC management decides to extend the original contract period, CWC may negotiate the prices with the Service Provider depending upon the market situation at the time of extension and the extension will be given at mutually accepted rates. Service Provider will have the right to exit from the extended period if no agreement on mutually acceptable rates is arrived at for the extendable period. In such an event, the Service Provider will, however, have to work at the same rates

for another 4 (four) months, beyond the initial contract period, to enable CWC to finalise alternative arrangements.

4. In case extension is agreed to, the same rate revision will be applicable for extended period with base shifted to the date on which extension becomes effective. In case of above example, the base date for extended period will be 16 April 2023 and the reference base price of HSD ( $\mathbf{P_B}$ ) for further extended period shall be 16.4.2023 and relevant contract rates shall be negotiated rates arrived at for extended period.

### **Illustration:**

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

For 1<sup>st</sup> rate revision (w.e.f. 1.11.2011)

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

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

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

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

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

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

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

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

(Note: For the purpose of change, the rates of diesel as prevalent as on 1<sup>st</sup> of the previous month would be considered, e.g. if the escalation is due on 1<sup>st</sup> November, 2016 the diesel rates prevalent as on 1<sup>st</sup> October 2016 would be considered, and so on.).

### **XVIII. PAYMENT**

a). The schedule of rates(SOR) to be quoted and agreed **shall be exclusive of Goods & Service Tax**. Payment will be made by the Regional Manager, CWC, Kolkata on submission of bills in triplicate duly supported by work certificate issued by the Manager, CWC, ICP, Petrapole or an officer authorized by him/her. The Service Provider shall have to submit proof of payment of Goods & Service Tax to Goods & Service Tax Department along with the next month's bills. The Service Provider will get themselves registered with the Goods & Service Tax Department for Cargo handling services and the Registration Number with a category of service should be printed on the bills of the Service Provider while claiming the charges for the services. Further, the bill should clearly show the element of Goods & Service Tax, etc. separately.

b). Payment will be made by Regional manager, Central Warehousing Corporation, Kolkata on submission of bills in triplicate, duly supported by work slips /certificates issued by the Manager, Integrated Check Post or an officer authorized by him.

c). The Service Provider should submit all his bills not later than two months from the date of expiry of the contract so that the refund of Security Deposit may be speeded up. In order to facilitate early settlement of bills the Service Provider is advised to submit his bill fortnightly.

d) Income Tax, at the Rate as applicable under the provisions of the Income Tax Act shall be deducted at source from the Bills / Invoices of the Service Provider. In case, however, the Service Provider is granted exemption from the deduction of Income Tax at source or granted certificate for deduction of Income Tax at Lower Rate, they 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 Service Provider 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 Service Provider from the Prescribed Income Tax Authority and furnished to the Corporation at the commencement of every Financial Year.

e) Goods & Service Tax or any other Tax 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.



f). The payment shall be made through e-payment system for which , the following details shall be provided by the Service Providers immediately after commencement of the contract along with 1 cancelled cheque:

- i) Bank account No.
- ii) Nature of Account [SB or Current]
- iii) Name of the Bank & Branch
- iv) MICR Code No.
- v) RTG's code Bank (IFSC code) (RTGS charged to be borne by the Service Provider)

### **NOTES**

- 1) The Regional Manager, Central Warehousing Corporation, Kolkata may at his discretion(s) make an "On account" payment to the extent of 75% of the value of work done in case where the bills have been received at RO, after the satisfactory performance of the services provided in the contract.
- 2) "The Rates quoted by the tenderer and accepted by the Corporation and incorporated in the contract agreement shall remain applicable during the period of the contract. However, the rates can be revised only as per escalation clause XVII(B) of the tender.
- 3) There are certain operations, which form part of a composite operation for which rates have been called for separately. These operations are to be carried out under certain specific circumstances, the need for the same will be determined by the Manager, Integrated Check Post, Petrapole/The Regional Manager, CWC, RO, Kolkata and the decision of the Regional Manager, CWC, RO, Kolkata in this regard will be final and binding on the Service Provider.
- 4) The payment shall normally be made by the corporation within 30 days of submission of complete Setoff bills. The corporation shall not be liable for payment of any interest on any bill outstanding for payment.

### **XIX. LAWS GOVERNING THE CONTRACT:**

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

### **XX. AGREEMENT**

The successful tenderer shall execute a formal agreement with the Regional Manager, Central Warehousing Corporation, Kolkata in the form annexed as **Appendix- 10** on a non-judicial stamp paper of appropriate value.

### **XXI. ARBITRATION**

All disputes & differences arising out of or in any way touching or concerning this agreement, whatsoever ( except as to any matter, the decision of which is expressly provided for the contract) shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing

corporation, New Delhi. The award of such arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act or resigning for any reason, the Managing Director, Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act or resigning, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, CWC, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award.

Provided further that any demand for arbitration in respect of any claim(s) of the Service Provider or of the Corporation under the contract shall be in writing and

made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied with, the claim(s) of the Service Provider shall be deemed to have been waived and absolutely barred and the corporation shall be discharged and released of the liabilities under the contract.

The venue of Arbitration shall be at such a place as may be fixed by the sole Arbitrator in his sole discretion. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Service Provider shall be with-held on account of such proceedings.

The Arbitrator shall give separate award in respect of each dispute or differences referred to him and shall give reasons for his decision.

Subject as aforesaid the Arbitration and Conciliation Act, 2015 as amended from time to time shall apply to the Arbitration proceedings under this clause.

#### **EXPLANATION**

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

## **XXII. SERVICES TO BE RENDERED BY THE SERVICE PROVIDER**

### **Services to be performed by the Service Provider:-**

#### **A. IMPORT OPERATIONS:**

- (i) The service provider shall maintain proper record of trucks/trailers/Road vehicles entering the ICP facility carrying import cargo from Bangladesh and after permission from customs and CWC authorities shall organize orderly parking in the import truck parking area in the sequence of first-cum-first serve basis. On receipt of requisite permission from customs duly endorsed by CWC officials, the service provider shall arrange unloading of imported cargo/goods from the Bangladeshi truck /vehicles into the designated warehouse/open yard and shall acknowledge receipt of number of packages/quantity on completion of unloading under the supervision of customs/CWC/representative of importer/CHA wherever necessary. The service provider shall arrange proper stacking/ piling and inventory of the cargo/goods in the covered warehouse/open area, as directed by CWC officials, so as to facilitate customs examination and delivery of cargo in a smooth manner. The cargo/material will be unloaded/loaded/handled in a manner which does not cause damage to the cargo/goods and the operations shall be performed in professional manner to the entire satisfaction of user agencies/custom authorities/CWC officials.
- (ii) The service provider shall arrange customs examination of such number of packages/containers/quantity as may be directed by customs/other regulatory agencies after de-stacking/restacking of cargo/ containers. The service provider shall ensure proper unpacking and repacking/destuffing & restuffing of the goods/material/cargo for customs examination. Once the goods are cleared for home consumption/transshipment by the custom authorities, the service provider shall arrange loading of the same on to the road vehicles as provided by CHA/Importer in the cargo complex at ICP, Petrapole .The cargo/material will be unloaded/loaded/handled in a manner which does not cause damage to the cargo/goods and the operation shall be performed to the entire satisfaction of user agencies/custom authorities/CWC officials.
- (iii) The service provider shall arrange customs examination of such number of packages/containers/quantity as may be directed by custom/other regulatory agencies after unloading of cargo/ goods from the trucks/trailers/containers. The service provider shall ensure proper unpacking and repacking& destuffing and restuffing of the goods/material/cargo for customs examination. Once the goods are cleared for home consumption/transshipment by the custom authorities, the service provider shall arrange transshipment/ loading of the same on to the road vehicles as provided by CHA/Importer in the cargo complex at ICP, Petrapole. The cargo/material will be unloaded/loaded/handled/transshipped in a manner which does not cause damage to the cargo/goods and the operation shall be performed to the entire satisfaction of user agencies/custom authorities/CWC officials. The service provider shall deployed suitable mechanical equipment for unloading/loading/transshipment of cargo/goods under the joint supervision of custom authorities, CWC officials/representative from importer/CHA and the representative of service provider, after following prescribed procedures.

**B. EXPORT OPERATIONS:**

- (i) The service provider shall arrange and regulate entry of export vehicles in the cargo terminal complex in an orderly manner, so as to avoid congestion and clearance of trucks/cargo/goods by customs and other regulatory authorities on first-cum-first serve basis. The service provider shall provide adequate labour and handling equipment for purpose of unloading/stacking/piling in the designated area and inventorization of export cargo and shall acknowledge receipt of number of packages/quantity on completion of unloading under the supervision of customs/CWC/representative of exporter/CHA wherever necessary as may be directed by Manager, ICP or his authorized representative. The cargo/material will be unloaded/ handled in a manner which does not cause damage to the cargo/goods and the operation shall be performed to the entire satisfaction of user agencies/custom authorities/CWC officials.
- (ii) The service provider shall arrange customs examination of such number of quantity as may be directed by custom/other regulatory agencies after de-stacking of cargo/ goods. The service provider shall ensure proper unpacking and repacking of the goods/material/cargo for customs examination. Once the goods are cleared for export by the custom authorities, the service provider shall arrange loading of the same on to the road vehicles as provided by CHA/Exporter in the cargo complex at ICP, Petrapole. The goods/cargo/material will be unloaded/loaded/handled in a manner which does not cause damage to the cargo/goods and the operation shall be performed to the entire satisfaction of user agencies/custom authorities/CWC officials.
- (iii) The service provider shall arrange customs examination of such number of packages/quantity of export goods directly from the trucks/road vehicles/containers, as may be directed by custom/other regulatory agencies. The service provider shall ensure proper unloading, re-loading, destuffing, restuffing and unpacking/re- packing of the goods/material/cargo for the purpose of customs examination. Once the goods are cleared for export/transshipment/loading of the same on to the road vehicle as provided by CHA/exporters in the cargo complex at ICP, Petrapole. The cargo/Material will be handled in a manner which does not cause damage to the cargo/goods/containers and operations shall be performed in a professional manner and to the entire satisfaction of user agency, customs Authorities and CWC officials. The service Provider shall provide to the suitable mechanical equipment for the purpose of handling/transshipment of cargo/goods/containers under the joint supervision of customs, CWC, Representative from exporters/CHAs and the representatives of service provider, after following the prescribed procedure.

### **C. INCIDENTAL OPERATIONS**

- (i) The service provider shall arrange for shifting/movement of cargo packages/materials in the cargo complex. The service provider shall arrange for shifting /movement of cargo/packages/materials from one place to another place within the Warehousing Complex/open yard by use of suitable equipment/transport means.

In the course of any of the operations, the service provider shall be required to perform all or any of the following general duties, for which no separate payment will be made.

- a) Taking inventory of cargo inside the sheds & open yard.
- b) Proper cleaning of the complex premises to be ensured after or shifting or delivery or any other official perform in the premises.
- c) Stacking of chocking, stacking and packing material viz. pallets etc., in any designated area (s) to avoid cluttering up of the area.
- d) Housekeeping of the cargo to give the campus a neat look at any given point of time.

### **XXIII. DUTIES & RESPONSIBILITIES OF THE SERVICE PROVIDER**

#### **1. General Duties and Responsibilities:**

- (i) The service provider shall carry out all items of services assigned or entrusted by the Manager, ICP or an officer acting on his/her behalf and shall abide by all instructions issued to him from time to time by the said officer. The service provider shall render the services to the satisfaction of the Manager, ICP or an officer acting on his behalf, together with such auxiliary and incidental duties, services and operation as may be indicated by the said officer(s) and are not inconsistent with the terms and conditions of the contract. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the Schedule of Operations for services shall be deemed to be included in the remuneration for all auxiliary and incidental duties. Some of such auxiliary and incidental duties are mentioned above.
- (ii) The service provider shall always be bound to act with reasonable diligence and in a businesslike manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.
- (iii) The service provider shall engage competent and adequate staff and labour to the satisfaction of the Manager, ICP or an officer acting on his behalf, for conducting the various operations and furnishing correct and upto date position/information/progress of work statement and accounts. The service provider shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Manager, ICP shall have the right to ask for the removal of any employee of the service providers, 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.
- (iv) The service provider shall advise the Manager, ICP and Officers authorized to act on his/her behalf, the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the contract. It shall be the duty of those representative(s) to call at the office of the Manager, ICP or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about the day's programme etc. and generally to take instructions in the matter.
- (v) The service provider shall strictly abide by all rules and regulations of Customs, Police, Municipal authorities and other local bodies.

- (vi) The service provider shall not indulge in corrupt practices like 'Dala' system and 'bait', failure to which shall be liable for penal action for such corrupt practices/ unfair means.
- (vii) GST or any other tax on input materials or services, used by the service provider in respect of this contractor, shall be payable by the service provider and Central Warehousing Corporation will not entertain any claim whatsoever in this respect.

## **2. HANDLING EQUIPMENT**

(i). The service provider shall provide adequate no. of suitable handling equipment as per below description.

For efficient and smooth working the following minimum equipment are required to be made available within 15 days of the award of the tender by the Service Provider:

<b>Sl. No.</b>	<b>Name of the Equipment</b>	<b>Minimum total requirement (Either owned or hired or through tie-up)</b>	<b>Condition of the equipment</b>
1	Mobile Crane 40 MTs Capacity	01	Equipment should be in good working condition
2	Hydra Crane 20 MTs Capacity	01	
3	Hydra Crane 15 MTs Capacity	01	
4.	Forklift 05 MTs Capacity	02	
5.	Forklift 03 MTs Capacity	02	
6.	Forklift 01MT Capacity	02	
7.	Equipment to transship Liquid Cargo/Gas. 6.5 Hose Petrol Engine	02	
8.	Hand forklift and Hand Trolley	Adequate Number	In good working condition

### **NOTE:**

1. The capacity of the equipment indicated above is the minimum requirement of Central Warehousing Corporation. However, tenderer may participate with equipment of higher capacities against the required capacity of equipment under each head.
2. Tenderer/bidder who wishes to participate in the tender, shall participate in the tender enquiry by submitting/uploading duly notarized affidavit in respect of "Deployment plan for equipment for cargo handling contract at

ICP, Petrapole as per APPENDIX-12 against above minimum required handling equipment mentioned at **above para 2(1)**.

3. The successful bidder appointed as contractor shall be obliged to position the equipment at the ICP, Petrapole and shall require to deploy required minimum equipment before commencement of work and signing of agreement. The deployment of minimum required equipment at ICP, Petrapole shall be ensured at least two days prior to the commencement of work.
4. In case equipment owned by successful bidder, same should be in the name of the owner/firm(in case of proprietary firms), in the name of the partner/firm(in case of partnership firms) or in the name of company or any one or more directors of the company(in case of a company) at the time of the bidding.
5. The successful bidder have to submit following duly notarized documents at the time of deployment of owned equipment.
  - (i) Proof of ownership i.e. Registration certificate.
  - (ii) PUC (Pollution under control) certificate from authority concerned.
6. In case of equipment hired or leased by the successful bidder at the time of deployment before the commencement of the operations and signing of agreement, have to submit following duly notarized documents.
  - (i) Proof of ownership i.e. Registration certificate.
  - (ii) Consent letter of the owner or lease agreement from the owner of the hired or leased equipment supported with the documentary proof of its registration number, make and year of manufacturing.
  - (iii) PUC (Pollution under control) certificate from authority concerned.
7. In case of Non-Deployment/Short deployment of required minimum equipment by the successful bidder at the time of deployment, shall be treated as Non-Compliance of bid requirement and in this case EMD (Earnest money deposit) and security deposit shall be forfeited by the corporation and accordingly successful bidder shall be blacklisted and debarred for a period of five years for participating in any tender enquiries floated by CWC.
8. It is informed that at present, containerized cargo (in TEU/FEU/other Containers) is not being handled at ICP. In future, it is expected that containerized movement will also take place. In such an event, the successful bidder will be required to provide suitable equipment as decided by RM, Kolkata for handling of the same.
9. Notwithstanding above, in case of reduction in business, the Regional Manager, CWC, RO, Kolkata on the request of the successful bidder, can also reduce the no. of equipment. The decision of Regional Manager shall be final and binding on the successful bidder.

10. The equipment will have to conform to the requirements and prescribed specifications to the satisfactions of the Manager, ICP and shall be put to use only after obtaining his/her approval. The service provider shall obtain the required license for operation of equipment from the authorities concerned and ensure that these are operated by experienced and qualified operators, as per the requirement of the local authority and other authorities.
11. The forklifts will be painted in traffic yellow colour internationally approved for moving equipment.
12. No compensation shall be admissible to the service provider in respect of non-use or detention of any equipment, at any point of time during the period of contract. The service provider shall ensure for the equipment, machinery and plant as may be considered necessary against any damage or loss arising during the performance of the work. The Corporation will not be responsible for any loss or damage to the equipment's/machinery of the service provider.
13. The above said equipment is not exhaustive. The service provider shall also provide any other appropriate equipment required for carrying out import/export operations. However, if the quantity of work increases, the service provider will have to increase at short notice the number of equipment's as per requirements/direction of the Regional Manager, CWC, RO, Kolkata/Manager, CWC, ICP-Petrapole.
14. All the operations shall be carried out in accordance with the directions given by the Manager, CWC, Cargo Terminal ICP or any other officer acting on his/her behalf and the decision of the Manager, the Cargo Terminal ICP or any other officer working on his/her behalf, will be final in any dispute arising about the proper performance of the operation.
15. Number and capacity of equipment not given above for any items will be decided by the Regional Manager, CWC, Regional Office-Kolkata at the time of requirement.
16. Regional Manager is empowered to give extension beyond initial 15 days period for deployment of equipment, upto maximum 7 days period on the request of successful bidder.

Along with the tender documents the tenderer is required to furnish an undertaking stating that the required number of equipment will be made available at ICP within 15 days of the award of the tender, failing which the EMD/SD, whatever available with shall be forfeited and action will be taken as per other terms and conditions of tender.

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



- i) The Service Provider shall provide adequate number of supervisors, loaders, tally clerks and otherworkers/operators at all the operational points at ICP Complex, Petrapole to ensure proper handling and movement of cargo and performance of incidental services. The Service Provider shall provide such number of supervisors/ operators/labour and persons in each category, as is determined by the Manager, CWC, Integrated Check Post, Petrapole, Bangaon and as considered necessary by him/her, for efficient operations at all points and at all times. The decision of the Manager, ICP-Petrapole in this regard shall be final for the actual loss sustained by the Corporation.

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

- (ii) The Service Provider shall pay all levies, fees, taxes and charges etc., to the appropriate authorities and other bodies as required by them under their rules for the vehicles, equipment, employees and workers engaged by them. These charges shall be borne by the Service Provider. No reimbursement for such payments shall be claimed by the Service Provider from the Corporation.
- (iii) The Service Provider shall provide uniforms of different and distinct colours to the various categories of their workmen with their names and category embossed on their overalls.
- (iv) All the loaders/supervisors/employees of the Service Provider shall be required to mark the attendance register/biometric attendance to be maintained by the Service Provider at the time of their reporting for duty and departure on completion of day's work.
- (v) The loaders, supervisors and all other employees of the Service Provider shall be subject to the security regulations of the Corporation including search by the security personnel of the Integrated Check Post, at the time of their entry/departure from the ICP.

- (vi) The Corporation shall provide general security for the premises. The Service Provider shall have to take care of the cargo/container within the premises and it is the responsibility of the Service Provider for securing the cargo of all kind, before and after the custom examination till they are delivered to the concerned authorities or cargo is shifted back. If any damage to the cargo/container noticed due to mishandling or negligence on the part of the labours/machine operators, the Service Provider will be responsible and shall ensure to make good the same.
- (vii) The Service Provider shall ensure that delicate fragile/sensitive cargo/packages are handled carefully and as per directions given on the packages/baggage's or as per the direction of Manager, CWC, ICP, Petrapole or any officer acting on his/her behalf for which no extra remuneration shall be payable to the Service Provider on the rate quoted by the tenderer and accepted by the Corporation in this regard.
- (viii) The Service Provider may be required to work during such hours of the day as prescribed by the Manager, CWC, ICP, Petrapole. The duration of work or day may be fixed by the Manager, CWC, ICP, Petrapole for any length of time during the currency of this contract. The work shall be carried out round the clock, 07 days in a week and three shift of 08 hours each a day depending upon the quantum of work. The Service Provider may have to work even during the holidays if required, without additional remuneration.
- (ix) All operations covered under this contract shall be carried out by the Service Provider strictly under the directions of the Manager, CWC, ICP, Petrapole or any officer acting on his/her behalf. Each Operation should be completed within the time frame in which it is ordered to be completed. Due to non-completion of the work if any claim received by the Corporation from the Shipping Line/Agent/CHA/Exporter/Importer/any other agency, the same will be passed on to the Service Provider. The decision of the Regional Manager, Central Warehousing Corporation, Kolkata in this regard shall be final and binding on the Service Provider.
- x) The Service Provider should be responsible to make good the losses for any delay in the work besides paying the penalty/Liquidated damages.
- xi) The Service Provider shall also reimburse the cost of electricity on actual basis consumed by them in connection with the carrying out the operation's by using machineries, equipment etc., electricity operated.
- xii) The Corporation depending upon the volume of work at its discretion may appoint one or more Service Providers either for all items of work or for specific item of work.

**xiii) Submission of Daily Reports / Statements**

The Service Provider shall submit the following computerized daily reports duly signed by their authorized representative to the Manager, CWC, ICP, Petrapole in the prescribed/ approved format.

1. List of labour deployed for carrying import / export operations.
2. Party wise/BOE/BOL wise cargo handled report on daily basis.

**xiv) Submission of Monthly Reports / Statements**

1. Party wise/BOE/BOL wise cargo handled report on daily basis.
2. Total No. of packages received / delivered during the month in respect of export cargo/import cargo.
3. Truck wise Yard balance and Cargo Inventory at Godown at the end of the month.

**XXIV. DERIVING OF RATES FOR EXTRA/SUBSTITUTED ITEMS**

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

- (i) As far as possible the rates of a new item of work or part work should be derived from the existing rate schedule and should be acceptable to the Service Provider.
- (ii) However, if on any account, it is not possible to derive the rates from the existing schedule, the rate prevailing in the same port/area or nearby port/area would be applicable if the rates are ascertained by the CWC as reasonable.
- (iii) If no such operations or its rates are available even in the nearby port/area, market rate would be ascertained by CWC and paid for. The decision of the RM, CWC, RO, Kolkata in this regard would be final and binding on the Service Provider.

**XXV. INTERPRETATION OF THE CLAUSE:**

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

**XXVI. FORCE MAJEURE**

Notwithstanding anything in this agreement to the contrary neither the Corporation nor the Service Provider shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by “ force majeure” which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake and other acts of God, action of enemies or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

**REGIONAL MANAGER  
CENTRAL WAREHOUSING CORPORATION  
REGIONAL OFFICE**

**APPENDIX-1****AFFIDAVIT****(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER)**

**(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 Document for the work of \_\_\_\_\_as per the Tender No. \_\_\_\_\_ of CWC, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/We the tenderer (s), am/are signing this document after carefully reading the content. I am the authorized representative and signatory of M/s ..... and the documents have been submitted under my knowledge.
2. I/We the tenderer (s) also accept all the conditions of the tender document.
3. We hereby confirm that we have gone through and understood the tender document and our bid complies with the requirements/terms and conditions of the tender document and subsequent addendum/corrigendum (if any), issued by CWC without any deviation/exception/comments/assumptions.
4. We also confirm that we have quoted the rates without any condition and deviation.
5. The tender has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the tender document as token of acceptance and as part of contract in the event of award of contract to us.
6. I/We hereby declare that I/We have downloaded the tender documents from CWC tender portal [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) / [www.cewacor.nic.in/](http://www.cewacor.nic.in/) [www.tenderhome.com/](http://www.tenderhome.com/) [www.eprocure.gov.in](http://www.eprocure.gov.in) 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 discrepancies noticed at any stage (i.e. evaluation of tenders & execution of works), the decision of CWC with regard to such discrepancies shall be final and binding upon me/us.
7. 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.

8. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us. 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.
9. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for five year. Further, I/We \_\_\_\_\_[insert name of the tenderer]\_\_\_\_\_and all my/our constituents understand that my/our offer shall be summarily rejected.
10. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect any time, after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract.
11. I/We certify that I/We have not been blacklisted by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government as on Bid calling date.

**DEPONENT**

**SEAL AND SIGNATURE OF THE TENDERER**

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

**DEPONENT**

**SEAL AND SIGNATURE  
OF THE TENDERER**

**Place:-**

**Dated:-**

**Details as appropriate are to be filled in suitably by tenderer.**

**Attestation before Magistrate/Notary Public.**

-

**APPENDIX-2****PRE CONTRACT INTEGRITY PACT****General**

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

WHEREAS the CORPORATION proposes to appoint Handling 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-Service Provider stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- [1.3] All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- [2] In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

[3] **Commitments of BIDDERS**

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

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

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

- [i] To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- [ii] The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit

/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.

- [iii] To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- [iv] To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores / work such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- [v] To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
- [vi] To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation / rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- [vii] To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
- [viii] To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- [ix] In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
- [x] Forfeiture of Performance Bond in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- [5.1] The CORPORATION will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- [5.2] The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

**[6] Independent Monitor**

- [6.1] The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central**

**Vigilance Commission, New Delhi.**

- [6.2] The CORPORATION has appointed Sh. Shah Nawaz Ali and Sh Diwan Chand Arya as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
- [6.3] The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- [6.4] The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- [6.5] Both the Parties accept that the monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- [6.6] As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.
- [6.7] The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his/her project documentation. The same is applicable to Sub-Service Providers. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Sub-Service Provider(s) with confidentiality.
- [6.8] The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- [6.9] The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**[7] Facilitation of Investigation**

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

**[8] Law and Place of Jurisdiction**

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

**[9] Other Legal Actions**

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

relating to any civil or criminal proceedings.

**[10] Validity**

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

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

[11] The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

CORPORATION  
Name of the Officer  
Designation  
Witness

BIDDER

Witness

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

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

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

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

**APPENDIX-3**

**AFFIDAVIT**

**(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.....  
.....

DEPONENT

Place:

Date:

**VERIFICATION**

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

DEPONENT

Place:

Date

**APPENDIX-4****FORMAT OF THE LETTER OF COMMITMENT FROM CONSORTIUM/JOINT VENTURE PARTNERS**

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

**The Regional Manager,**  
Central Warehousing Corporation,  
**Kolkata – 700087,**

Dear Sir,

**SUB: Service Provider for Handling of Cargo at , ICP, Petrapole ..... Reg.**

This has reference to the Tender being submitted by \_\_\_\_\_ (name of the Lead Member), in respect of the \_\_\_\_\_ venture, in response to the tender for appointment of Service Provider for handling of Cargo at -ICP, Petrapole. The tender document has been downloaded by us on \_\_\_\_\_/issued by the Central Warehousing Corporation on \_\_\_\_\_.

We hereby confirm the following:

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

For and on behalf of:  
Signature:  
(Authorized Signatory)  
Name of the Person:  
Designation:

**APPENDIX-5****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.**



**APPENDIX-6****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 **Cargo Handling Service Provider** for the work of handling of mechanical/manual cargo or containers/containerized cargo or other cargo pertaining to import and export and their performance was found satisfactory. The details of EXIM Cargo handled by them are as under:-

Sl. No.	Description of cargo Handled	Place of work	Contract start date	Contract completion date (mention if work is in progress i.e. running contract)	Volume of the cargo handled (in MT/TEUs)	Value of work done (Rs.)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
<b>Grand Total</b>						

Date:

Signature

Name &amp; Designation of signing authority

Seal of the Company/Organization

**APPENDIX- 7**

**Format of Net Worth**

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

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

Signature of Chartered Accountant

Name:

Membership No.:

Seal:

**APPENDIX-8**

[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 and  
Website.....

[8] Goods & Service Tax Registration  
No.....

[9] Pan No. ....

[10] 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.

[11] TENDERER'S BANKS DETAIL : -

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

Place \_\_\_\_\_

Dated \_\_\_\_\_ (Capacity in which signing)

**APPENDIX-9****CENTRAL WAREHOUSING CORPORATION**

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

Note- **Mention Yes or No specifically whichever is applicable otherwise tenderer shall be ineligible.**

Remarks \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 —

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

5. Declaration about relationship with Employee of CWC

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

6. Declaration of membership of any Goods Transport Association.

Give details if so;  
 Name & Address of the Association;  
 With Telephone/Fax No.

7. I, tenderer will submit the copy of the 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.

**DISQUALIFICATION CONDITIONS**

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

(Signature & Seal)

(Authorized Signatory)

**APPENDIX-10**

**AGREEMENT**

The Central Warehousing Corporation having agreed to grant the contract of Handling of cargo/containers at CWC, Integrated Check Post, Petra pole, West Bengal in response to the submission of online tender by me/us on \_\_\_\_\_ to the Regional Manager, Central Warehousing Corporation, Kolkata. I / We, \_\_\_\_\_ (here enter full name and address of Service Provider) am/are executing this agreement on \_\_\_\_\_ and hereby confirm that I/we have thoroughly examined and understood the terms and conditions of Notice Inviting Tender and the Invitation to Tender and Instructions to Tenderers bearing No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Regional Manager, Central Warehousing Corporation, Regional Office, Kolkata for appointment of Handling of cargo/containers at CWC, Integrated Check Post, Petrapole, West Bengal in respect of entire schedule of above mentioned tender and also those of general conditions of contract and its appendices and agree to abide by them. I/we am/are willingly undertaking the said work consequent on the approval of the tender given by me/us to the Regional Manager, Central Warehousing Corporation, Kolkata at the rate mentioned in Price Bid (enclosed) which forms part of this agreement and as per terms and conditions of the tender.

I/We, assure the said Corporation that I/we will undertake the said work to the best of my/our ability and upto the satisfaction of the Central warehousing Corporation at all stages, during the tenure of the contract. This agreement will remain in force for a period of \_\_\_\_\_, with effect from \_\_\_\_\_ or the date up to which the contract is extended.

The Regional Manager, Central Warehousing Corporation, Regional Office, Kolkata reserves the right to extend the period of contract for further period \_\_\_\_\_ on the same rates, terms and conditions.

WITNESS

- 1.
- 2.

WITNESS

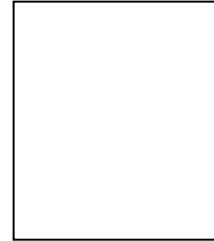
- 1.
- 2.

(.....) Service Provider  
Kolkata

REGIONAL MANAGER CWC RO,

**APPENDIX-11(a)**

**TEMPORARY CONTRACT LABOUR'S EMPLOYMENT CARD**



[1] Name of the Labour/Worker \_\_\_\_\_

[2] Father's /Husband's Name \_\_\_\_\_

[3] Date of Birth \_\_\_\_\_

[4][i] Address (Local) \_\_\_\_\_

[ii] Permanent  
Name & Address of CWC Service

[5] Provider \_\_\_\_\_

[6] Validity\*  
(\* Period of the Contract ) From \_\_\_\_\_ to \_\_\_\_\_

Date \_\_\_\_\_ Signature of the Service Provider/Authorized Representative

**APPENDIX-11(b)****FORM - I****REGISTER OF FINES**

SL. NO.	NAME	Father's / Husband's name	Sex	Department	Nature & date of the offence for which fine imposed	Whether workmen showed caused against fine or not, if so, enter date	Rate of Wages	Date and amount of fine imposed	Date on which fine realized	Remarks



**APPENDIX-11(c)****REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THENEGLECT OR DEFAULT OF THE CONTRACT LABOURERS.**

SL. NO.	NAME	Father's /Husband's name	Sex	Department	Damage of loss caused with date	Whether worker showed caused against deduction, if so, enter date	Date and amount of deduction imposed	Number of installment, if any	Date on which total amount realized	Remarks

**APPENDIX-12****UNDERTAKING IN RESPECT OF DEPLOYMENT OF EQUIPMENT FOR CARGO HANDLING CONTRACT AT INTEGRATED CHECK POST, PETRAPOLE**

In response to Tender Notice No. -----dated -----inviting offers for cargo handling at Integrated Check Post, Petrapole , I/We -----  
-----(name of the firm/company) hereby confirm that we have gone through and understood the Tender Document and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum (if any), issued by CWC, without any deviation / exception / comments / assumptions.

We hereby confirm to deploy the equipment, matching with the minimum requirement of CWC mentioned at **Clause No. XXIII -2(1)** if selected as L-1 bidder and also conveying consent and confirmation on followings:

1. We hereby agree to deploy owned/hired/leased Equipment on date of commencement of contract and during currency of the contract, including extended period.
2. We hereby confirm that the equipment which will be deployed shall meet all specifications of capacity, required number, etc. as specified in the tender.
3. We hereby agree to submit our equipment for inspection by CWC officials at the site and the same exercise shall be done before commencement of operations and signing of agreement prior to commencement of the contract / within the stipulated period to verify that the equipment meets the specified criteria and that the documents are valid and in order.
4. It is also agreed and understood that in case of delay in positioning of equipment meeting the requisite criteria within the 15 days period of awarding of contract, damages would be leviable on us by CWC as stipulated in tender clause no. XIII (a).
5. We hereby agree and undertake that the equipment as offered above will not be withdrawn without providing replacement for the duration of the contract i.e. contract period of four years including extended period of one year as agreed to above.

Name of authorized signatory

Signature Seal of the firm

**Appendix-13****Proforma of Bank Guarantee to be furnished along with Security Deposit as Performance 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).

WHEREAS M/s \_\_\_\_\_ [hereinafter referred to as "Tenderer") having its registered office at \_\_\_\_\_ is bound to furnish Performance Guarantee in the form of Bank Guarantee with CWC in connection with the award of a Tender for Handling & Transport Contract at \_\_\_\_\_ (name of the centre).

WHEREAS the Tenderer as per clause no. \_\_\_\_ of terms and conditions of the tender No.

\_\_\_\_\_ dated \_\_\_\_\_ has agreed to furnish Performance Guarantee by way of Bank Guarantee for Rs.

\_\_\_\_\_ for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

**NOW THIS WITNESSETH:**

[1] That the Surety in consideration of the above tender made by the Tenderer to CWC hereby undertake to pay on demand by the CWC and without demur, and without notice to the Tenderer, the said amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

[2] This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of CWC, Tenderer or the Surety.

[3] The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of CWC in writing.

[4] Notwithstanding anything contained in the foregoing, the Surety's liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

[5] This Guarantee shall remain in force and effective upto \_\_\_\_ and shall expire and become ineffective only on written intimation given to the Surety by CWC for this purpose and in that case this Guarantee shall stand

discharged.

[6] The Surety will make the payment pursuant to the Demand issued by CWC notwithstanding any dispute or disputes raised by the Tenderer against CWC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety's liability under this guarantee is absolute and unequivocal.

[7] Any forbearance, act or omission on the part of CWC in enforcing any of the conditions of the said Tender or showing any indulgence by CWC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by CWC.

[8] Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before \_\_\_\_\_ the Surety shall be discharged from all liabilities under Guarantee thereafter.

[9] The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED  
of  
For and on behalf of above named Bank  
Seal)

For and on behalf  
(Banker's Name and

**ANNEXURE-I****Terms for Micro & Small Enterprises**

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

**ANNEXURE-II****CHECK LIST**

THE BIDDERS ARE ADVISED THAT BEFORE SCANNING OF THE VARIOUS SUPPORTING DOCUMENTS TO BE UPLOADED ALONGWITH THE TECHNICAL BID ALL SUCH DOCUMENTS MENTIONED AT SERIAL 'a' to 'q' IN THE CHECKLIST BE ARRANGED INTO A SINGLE BUNCH AND THEN EACH PAGE OF THE BUNCH BE SERIALLY NUMBERED. THE INDIVIDUAL DOCUMENTS MAY THEN BE SCANNED SO AS TO HAVE SERIALLY NUMBERED SCANNED COPIES WHICH MAY BE UPLOADED. ALSO IN THE CHECKLIST THE STARTING AND ENDING SERIAL NUMBERS OF EACH DOCUMENT BE MENTIONED. THIS WILL NOT ONLY ENSURE THAT NO IMPORTANT DOCUMENT IS MISSED BUT WILL ALSO FACILITATE QUICK PROCESSING OF THE BIDS. FOR SERIAL NO. 'j' ONLY INDICATE EITHER 'YES' OR 'NO' WHETHER SOUGHT DOCUMENT HAS BEEN UPLOADED OR NOT.

NAME OF FIRM				
Sl.No	Requested Details	Page number		Whether Yes/NO/NA (Not Applicable)
		Starting Sr. No.	Ending Sr. No.	
a	Work experience and experience certificate. [As per Eligibility criteria-1]			
b	Affidavit for deployment of equipment [As per Minimum Eligibility criteria-2]			
c	Audited Balance Sheet and Statement of Profit & Loss Account [As per Minimum Eligibility criteria-3]			
d	Self declaration for compliance of bid requirement, authenticity of document and declaration on non-blacklisting. [As per Minimum Eligibility criteria-4]			
e	MSE certificate [As per Minimum Eligibility criteria-5]			
f	Scanned copy of payment proof of EMD [As per Minimum Eligibility criteria-6]			
g	Scanned copy of payment of tender cost [As per Minimum Eligibility criteria-7]			

h	Pre Contract integrity pact <b>[As per Minimum Eligibility criteria-8]</b>			
i	Power of attorney <b>[As per Minimum Eligibility criteria -9]</b>			
j	Price bid [ As per <b>Minimum Eligibility criteria -10]</b>			
k	Composition of organizational details of tenderer <b>[As per other required document-1]</b>			
l	Consortium/joint venture document (if required) <b>[As per other required document-2]</b>			
m	Net worth certificate <b>[As per other required document-3]</b>			
n	Goods & service tax number certificate <b>[As per other required document-4]</b>			
o	PAN Number <b>[As per other required document-5]</b>			
p	Tenderer detail <b>[As per other required document-6]</b>			
q	Declaration of tenderer <b>[As per other required document-7]</b>			

**ANNEXURE-III****LIST OF OPERATIONS AND QUATUM HANDLED IN TERMS OF QUINTALS/PACKAGES DURING April 2018 TO March, 2019**

The actual transaction handled in the Integrated Check Post, Petrapole, Bangaon during April 2018 to March 2019

<b>Import operation item no A1</b>		<b>Number</b>	<b>Bag/package/Pallets</b>
I(A)	<b>up to 25kg</b>	660185	Package
I(B)	<b>Above 25 - 50 kg</b>	128484	Package/Bags
I(C)	<b>Above 50 kg-75 kg</b>	4176	Package/Bags
I(D)	<b>Above 75 kg - 100 kg</b>	165	Package/Bags
I(E)	<b>Above 100 kg -150 kg</b>	188	Package
I(F)	<b>Above 150 - 300 kg</b>	788	Package
I(G)	<b>Above 300 -500 kg</b>	672	Package
I(H)	<b>Above 500 kg- 1MT</b>	196	Package
I(I)	<b>Above 1MT - 2MT</b>	NIL	NIL
I(J)	<b>Above 2MT -3MT</b>	NIL	NIL
I(K)	<b>above 3MT</b>	NIL	NIL
I(L)	<b>50 kg cement/POP/gypsum powder</b>	NIL	NIL
II	<b>loose cargo</b>	NIL	NIL
<b>Import operation item no A2</b>		<b>Number</b>	<b>Bag/package/Pallets</b>
I(A)	<b>up to 25kg</b>	660185	Package
I(B)	<b>Above 25 - 50 kg</b>	128484	Package/Bags
I(C)	<b>Above 50 kg-75 kg</b>	4176	Package/Bags
I(D)	<b>Above 75 kg - 100 kg</b>	165	Package/Bags
I(E)	<b>Above 100 kg -150 kg</b>	188	Package
I(F)	<b>Above 150 - 300 kg</b>	788	Package
I(G)	<b>Above 300 -500 kg</b>	672	Package
I(H)	<b>Above 500 kg- 1MT</b>	196	Package
I(I)	<b>Above 1MT - 2MT</b>	NIL	NIL
I(J)	<b>Above 2MT -3MT</b>	NIL	NIL
I(K)	<b>above 3MT</b>	NIL	NIL
I(L)	<b>50 kg cement/POP/gypsum powder</b>	NIL	NIL
II	<b>loose cargo</b>	NIL	NIL
<b><u>Import operation item no A3</u></b>			<b><u>Trucks</u></b>
<b><u>1(a)</u></b>	<b><u>up to 10 MT</u></b>	<b><u>11046</u></b>	<b><u>-</u></b>
<b><u>1(b)</u></b>	<b><u>Above 10 MT-20MT</u></b>	<b><u>22540</u></b>	<b><u>-</u></b>
<b><u>1(c)</u></b>	<b><u>Above 20MT-30MT</u></b>	<b><u>155</u></b>	<b><u>-</u></b>
<b><u>1(d)</u></b>	<b><u>cargo weighing above 30MT</u></b>	<b><u>3</u></b>	<b><u>-</u></b>
<b><u>2(a)</u></b>	<b><u>up to 10 MT</u></b>	<b><u>32</u></b>	<b><u>-</u></b>



<u>2(b)</u>	<u>Above 10 MT-20MT</u>	<u>261</u>	
<u>2(c)</u>	<u>Above 20MT-30MT</u>	<u>2</u>	
<u>2(d)</u>	<u>cargo weighing above 30MT</u>	<u>NIL</u>	
<u>3(a)</u>	<u>up to 10 MT</u>	<u>23</u>	
<u>3(b)</u>	<u>Above 10 MT-20MT</u>	<u>35</u>	
<u>3(c)</u>	<u>Above 20MT-30MT</u>	<u>13</u>	
<u>3(d)</u>	<u>cargo weighing above 30MT</u>	<u>NIL</u>	
<b>Export operation item no B1</b>			<b>Bag/pallet/package</b>
<b>I(a)</b>	<b>up to 25kg</b>	<b>NIL</b>	
<b>I(b)</b>	<b>Above 25 - 50 kg</b>	<b>NIL</b>	
<b>I(c)</b>	<b>Above 50 kg-75 kg</b>	<b>NIL</b>	
<b>I(d)</b>	<b>Above 75 kg - 100 kg</b>	<b>NIL</b>	
<b>I(e)</b>	<b>Above 100 kg -150 kg</b>	<b>NIL</b>	
<b>I(f)</b>	<b>Above 150 - 300 kg</b>	<b>NIL</b>	
<b>I(g)</b>	<b>Above 300 -500 kg</b>	<b>NIL</b>	
<b>I(h)</b>	<b>Above 500 kg- 1MT</b>	<b>NIL</b>	
<b>I(i)</b>	<b>Above 1MT - 2MT</b>	<b>NIL</b>	
<b>I(j)</b>	<b>Above 2MT -3MT</b>	<b>NIL</b>	
<b>I(k)</b>	<b>above 3MT</b>	<b>NIL</b>	
<b>Export operation item no B2</b>			
<b>I(a)</b>	<b>up to 25kg</b>	<b>NIL</b>	
<b>I(b)</b>	<b>Above 25 - 50 kg</b>	<b>NIL</b>	
<b>I(c)</b>	<b>Above 50 kg-75 kg</b>	<b>NIL</b>	
<b>I(d)</b>	<b>Above 75 kg - 100 kg</b>	<b>NIL</b>	
<b>I(e)</b>	<b>Above 100 kg -150 kg</b>	<b>NIL</b>	
<b>I(f)</b>	<b>Above 150 - 300 kg</b>	<b>NIL</b>	
<b>I(g)</b>	<b>Above 300 -500 kg</b>	<b>NIL</b>	
<b>I(h)</b>	<b>Above 500 kg- 1MT</b>	<b>NIL</b>	
<b>I(i)</b>	<b>Above 1MT - 2MT</b>	<b>NIL</b>	
<b>I(j)</b>	<b>Above 2MT -3MT</b>	<b>NIL</b>	
<b>I(k)</b>	<b>above 3MT</b>	<b>NIL</b>	
<b><u>EXPORT OPERATION NO B3</u></b>		<b><u>Number</u></b>	<b><u>Bag/pallet/package</u></b>
<b><u>I(a)</u></b>	<b><u>up to 25kg</u></b>	<b><u>NIL</u></b>	
<b><u>I(b)</u></b>	<b><u>Above 25 - 50 kg</u></b>	<b><u>NIL</u></b>	
<b><u>I(c)</u></b>	<b><u>Above 50 kg-75 kg</u></b>	<b><u>NIL</u></b>	
<b><u>I(d)</u></b>	<b><u>Above 75 kg - 100 kg</u></b>	<b><u>NIL</u></b>	
<b><u>I(e)</u></b>	<b><u>Above 100 kg -150 kg</u></b>	<b><u>NIL</u></b>	
<b><u>I(f)</u></b>	<b><u>Above 150 - 300 kg</u></b>	<b><u>NIL</u></b>	
<b><u>I(g)</u></b>	<b><u>Above 300 -500 kg</u></b>	<b><u>NIL</u></b>	
<b><u>I(h)</u></b>	<b><u>Above 500 kg- 1MT</u></b>	<b><u>NIL</u></b>	
<b><u>I(i)</u></b>	<b><u>Above 1MT - 2MT</u></b>	<b><u>NIL</u></b>	
<b><u>I(j)</u></b>	<b><u>Above 2MT -3MT</u></b>	<b><u>NIL</u></b>	
<b><u>I(k)</u></b>	<b><u>above 3MT</u></b>	<b><u>NIL</u></b>	
<b><u>Export Operation no B4</u></b>			



**ANNEXURE-IV**

**(PART-II)**

**PRICE BID  
(Pages 91 to 97 )**

**RATES ARE TO BE GIVEN IN FIGURES AND WORDS IN ENCLOSED  
SCHEDULE OF OPERATIONS EXCLUSIVE OF GOODS & SERVICE TAX  
(PART-II)**

**PRICE BID  
SCHEDULE OF OPERATION**

Sl. No.	Description of Services	Rates in Indian Rupees (INR) (For net cargo weight)
<b>A.</b>	<b>IMPORT OPERATION</b>	
1.	Unloading of Import cargo/goods from Bangladeshi Trucks/Road vehicles into Import godown/open yard and their proper stacking/piling in the designated area and inventory thereof as per clause XXII-A.	l) For bagged/ packaged cargo a) weighing up to 25kg Rs._____ per bag/package b) weighing above 25 kg up to 50 kg Rs._____ per bag/package c) weighing above 50 kg up to 75 kg Rs._____ per bag/package d) weighing above 75 kg up to 100 kg Rs._____ per bag/package e) Weighing above 100 kg up to 150 kg Rs._____ per bag/package/pallet. f) Weighing above 150 kg up to 300 kg Rs._____ per bag/package/pallet. g) weighing above 300 kg up to 500 kg Rs._____ per bag/package/pallet h) weighing above 500 kg up to 1MT Rs._____ per bag/package/pallet i) weighing above 1MT up to 2MT Rs._____ per bag/package/pallet j) Weighing above 2MT up to 3MT Rs._____ per bag/package/pallet. k) Weighing above 3MT Rs. _____ per /Pkg/pallet l) Bags/packages of commodity such as cement, POP and Gypsum powder weighing up to 50kg. Rs___ per bag/pkg

		II) loose Cargo Rs._____ per MT
2.	Destacking of cargo/goods for facilitating custom examination and loading the same on to the road vehicles as provided by importer/CHA's as per clause XXII-A.	<p><b>I For bagged/packaged cargo</b></p> <p>a) weighing up to 25kg Rs._____ per bag/package</p> <p>b) weighing above 25 kg up to 50 kg Rs._____ per bag/package</p> <p>c) weighing above 50 kg up to 75 kg Rs._____ per bag/package</p> <p>d) weighing above 75 kg up to 100 kg Rs._____ per bag/package</p> <p>e) Weighing above 100 kg up to 150 kg Rs._____ per bag/package/pallet.</p> <p>f) Weighing above 150 kg up to 300 kg Rs._____ per bag/package/pallet.</p> <p>g) weighing above 300 kg up to 500 kg Rs._____ per bag/package/pallet</p> <p>h) weighing above 500 kg up to 1MT Rs._____ per bag/package/pallet</p> <p>i) weighing above 1MT up to 2MT Rs._____ per bag/package/pallet</p> <p>j) Weighing above 2MT up to 3MT Rs._____ per bag/package/pallet.</p> <p>k) Weighing above 3MT Rs. _____per /Pkg/pallet</p> <p>l) Bags/packages of commodity such as cement, POP and Gypsum powder weighing up to 50kg. Rs___ per bag/pkg</p> <p>II) loose Cargo Rs._____ per MT</p>
03	Unloading required number of bags/packages from the import cargo loaded Trucks/Road Vehicles for custom examination and clearance and reloading in the Trucks/Road	<p><b>1. Transshipment Rate for manual handling per truck for all commodities</b></p> <p>a) Cargo Weighing up to 10MT Rs. _____</p> <p>b) Cargo Weighing above 10MT up to 20MT Rs. _____</p> <p>c) Cargo Weighing above 20MT up to 30 MT Rs. _____</p> <p>d) cargo weighing above 30MT Rs. _____</p>

	<p>Vehicles for transshipment on the trucks/Road vehicles provided by the importers/CHA's and maintaining inventory thereof as per clause XXII-A(iii)</p>	<p><b>2. Rate per truck for liquid cargo.</b></p> <p>a) Cargo Weighing up to 10MT Rs. _____</p> <p>b) Cargo Weighing above 10MT up to 20MT Rs. _____</p> <p>c) Cargo Weighing above 20MT up to 30 MT Rs. _____</p> <p>d) cargo weighing above 30MT Rs. _____</p> <p><b>3. Transshipment Rate for mechanical handling per truck for all commodities</b></p> <p>a) Cargo Weighing up to 10MT Rs. _____</p> <p>b) Cargo Weighing above 10MT up to 20MT Rs. _____</p> <p>c) Cargo Weighing above 20MT up to 30 MT Rs. _____</p> <p>d) cargo weighing above 30MT Rs. _____</p>
<b>B</b>	<b>EXPORT OPERATIONS</b>	
<b>1</b>	<p>Unloading of Export cargo/goods from Export Cargos loaded Trucks/Road vehicles into Export warehouse/open yard and their proper stacking/pilling in the designated area and inventory thereof as per clause XXII-B(I).</p>	<p>l) For bagged/ packaged cargo</p> <p>a) weighing up to 25kg Rs. _____ per bag/package</p> <p>b) weighing above 25 kg up to 50 kg Rs. _____ per bag/package</p> <p>c) weighing above 50 kg up to 75 kg Rs. _____ per bag/package</p> <p>d) weighing above 75 kg up to 100 kg Rs. _____ per bag/package</p> <p>e) Weighing above 100 kg up to 150 kg Rs. _____ per bag/package/pallet.</p> <p>f) Weighing above 150 kg up to 300 kg Rs. _____ per bag/package/pallet.</p> <p>g) weighing above 300 kg up to 500 kg Rs. _____ per bag/package/pallet</p> <p>h) weighing above 500 kg up to 1MT Rs. _____ per bag/package/pallet</p> <p>i) weighing above 1MT up to 2MT Rs. _____ per</p>

		bag/package/pallet j) Weighing above 2MT up to 3MT Rs._____ per bag/package/pallet. k) Weighing above 3MT Rs. _____per /Pkg/pallet
<b>2</b>	De- stacking of Export cargo/Goods for custom examination/clearance and loading into the trucks /Road vehicles and maintaining the inventory thereof as per clause XXII-B(ii)	l) For bagged/packaged cargo a) weighing up to 25kg Rs._____ per bag/package b) weighing above 25 kg up to 50 kg Rs._____ per bag/package c) weighing above 50 kg up to 75 kg Rs._____ per bag/package d) weighing above 75 kg up to 100 kg Rs._____ per bag/package e) Weighing above 100 kg up to 150 kg Rs._____ per bag/package/pallet. f) Weighing above 150 kg up to 300 kg Rs._____ per bag/package/pallet. g) weighing above 300 kg up to 500 kg Rs._____ per bag/package/pallet h) weighing above 500 kg up to 1MT Rs._____ per bag/package/pallet i) weighing above 1MT up to 2MT Rs._____ per bag/package/pallet j) Weighing above 2MT up to 3MT Rs._____ per bag/package/pallet. k) Weighing above 3MT Rs. _____per /Pkg/pallet
<b>3</b>	Unloading of Export cargo/goods from Export Cargos loaded Trucks/Road vehicles into open yard and inventory thereof as per clause XXII-B(iii).	Rate as per actual packets handled in one consignment or actual number of packages handled in a truck: <u>(I).</u> For bagged/packaged cargo a) weighing up to 25kg Rs._____ per bag/package b) weighing above 25 kg up to 50 kg Rs._____ per bag/package c) weighing above 50 kg up to 75 kg Rs._____ per bag/package d) weighing above 75 kg up to 100 kg Rs._____ per

		bag/package e) Weighing above 100 kg up to 150 kg Rs._____ per bag/package/pallet. f) Weighing above 150 kg up to 300 kg Rs._____ per bag/package/pallet. g) weighing above 300 kg up to 500 kg Rs._____ per bag/package/pallet h) weighing above 500 kg up to 1MT Rs._____ per bag/package/pallet i) weighing above 1MT up to 2MT Rs._____ per bag/package/pallet j) Weighing above 2MT up to 3MT Rs._____ per bag/package/pallet. k) Weighing above 3MT Rs. _____per /Pkg/pallet
<b>4</b>	<u>loading of Export cargo/Goods for custom examination/clearance and loading into the trucks /Road vehicles and maintaining the inventory thereof as per clause XXII-B(iii)</u>	<u>Rate as per actual packets handled in one consignment or actual number of packages handled in a truck:</u> For bagged/package cargo a) weighing up to 25kg Rs._____ per bag/package b) weighing above 25 kg up to 50 kg Rs._____ per bag/package c) weighing above 50 kg up to 75 kg Rs._____ per bag/package d) weighing above 75 kg up to 100 kg Rs._____ per bag/package e) Weighing above 100 kg up to 150 kg Rs._____ per bag/package/pallet. f) Weighing above 150 kg up to 300 kg Rs._____ per bag/package/pallet. g) weighing above 300 kg up to 500 kg Rs._____ per bag/package/pallet h) weighing above 500 kg up to 1MT Rs._____ per bag/package/pallet i) weighing above 1MT up to 2MT Rs._____ per



		bag/package/pallet j) Weighing above 2MT up to 3MT Rs. _____ per bag/package/pallet. k) Weighing above 3MT Rs. _____ per /Pkg/pallet
<b>5</b>	<u>Transshipment of cargo— Partial/full as per clause XXII-B(iii)</u>	Rates –Mechanical Handling a) Cargo Weighing up to 1 MT Rs. _____ b) Cargo Weighing above 1 MT up to 2 MT Rs. _____ c) Cargo Weighing above 2 MT up to 3 MT Rs. _____ d) Cargo Weighing above 3 MT up to 4 MT Rs. _____ e) Cargo Weighing above 4 MT up to 5 MT Rs. _____ f) Cargo weighing above 5MT upto 10MT Rs. _____ g) Cargo Weighing above 10MT up to 20MT Rs. _____ h) Cargo Weighing above 20MT up to 30 MT Rs. _____ i) cargo weighing above 30MT Rs. _____
<b>6</b>	<u>Transshipment of cargo— Partial/full as per clause XXII-B(iii)</u>	Rates – other than Mechanical Handling a) Cargo Weighing up to 1 MT Rs. _____ b) Cargo Weighing above 1 MT up to 2 MT Rs. _____ c) Cargo Weighing above 2 MT up to 3 MT Rs. _____ d) Cargo Weighing above 3 MT up to 4 MT Rs. _____ e) Cargo Weighing above 4 MT up to 5 MT Rs. _____ f) Cargo weighing above 5MT upto 10MT Rs. _____ g) Cargo Weighing above 10MT up to 20MT Rs. _____ h) Cargo Weighing above 20MT up to 30 MT Rs. _____ i) cargo weighing above 30MT Rs. _____
<b>C</b>	Shifting/movement of Cargo/goods from one place to another in the Cargo Complex/open yard as per clause XXII-C.	i) Bagged/package cargo Rs. _____ per qtl. ii) Loose Cargo Rs. _____ per qtl

**Note:**

1. Rate quoted shall be exclusive of Goods & Service Tax.
2. *“The Rates quoted by the tenderer and accepted by the Corporation and incorporated in the contract agreement shall remain applicable during the period of the contract. However, the rates can be revised only as per escalation clause XVII of the tender.*

