



CENTRAL WAREHOUSING CORPORATION
(A Govt of India Undertaking)



Regional Office, Guwahati

NO: CWC/RO-GHY/B-108(H)/E-Tender(H&T)-ICP-Agartala)/2015-16/ Dated: 23.02.2016

TENDER NOTICE
NOTICE INVITING E-TENDER

Central Warehousing Corporation invites e-tenders ONLY under two bid system for appointment of service provider for loading/unloading /handling of export/import cargo/goods and allied services at the Cargo Terminal of Integrated Check Post (ICP) Agartala, (Akhaura), from interested parties, as per details given below for a period of **Three years**, further extendable for **one year** at the sole discretion of the Corporation.

S. N.	Name of the Warehouse(s)	Nature of work	Capacity of the Warehouse	Estimated Annual value of contract (approx) Rs in Lakh
1	Cargo Terminal, Integrated Check Post, Agartala, (Akhaura)	Loading/unloading /handling of export/import cargo/goods and allied services at the Cargo Terminal of Integrated Check Post (ICP) Agartala (Tripura)	Covered Area 1896 sqm. Open Area 7444 sqm.	600 lakh
				Total value of contract (approx) Rs in Lakh
				2400 Lakhs

Note: No definite volume of work, to be performed during the currency of the contract can be guaranteed by the Central Warehousing Corporation.

Tender Notice	ONLY Online Tenders (e-tendering) for above work. Tender documents will be available on websites: www.tenderwizard.com/CWC , www.cewacor.nic.in and www.eprocure.gov.in	
Tender Type	OPEN	
Schedule of e-Tender	Documents downloading date & time	From 17:50 hrs on 23/02/2016 upto 23:59 hrs on 14/03/2016
	Last date and time of online bid submission	14/03/2016 upto 23:59 hrs
	Last date and time for physical submission of EMD & Processing Fee by post or courier	Upto 16:00 hrs of 14/03/2016
	Date & time of online Technical Bid opening	At 12:00 hrs on 16/03/2016
	Date & time of online Price (Financial) Bid opening i.e. Step 2	Will be intimated later on.
Pre-Bid Meeting	Bidder/Tenderers who needs clarification regarding participation in tender will be attended at CWC, Regional Office, Guwahati.	At 14:30 hrs on 10.03.2016
Bid Validity Period	90 days from the last date for submission, further extendable by 15 days at the sole discretion of the Regional Manager, CWC, Guwahati.	
Period of Contract	03 (Three) Years further extendable by 01 (one) year at the sole discretion of the Corporation.	
Tender Cost (Non-refundable)	a.) A crossed demand draft for Rs. 1,000/- (Rupees One Thousand only) issued by any Scheduled Bank drawn in favour of "Central Warehousing Corporation" and payable at Guwahati to be submitted physically by post or courier upto 16:00 hrs of 14/03/2016. Or by way of E-Payment by using RTGS/NEFT/ internet Banking. The payment shall be subject to realization by due date and time.	
Processing Fee (Non-refundable)	Rs 5725/- to M/s KSEDC Ltd By way of E-Payment using NEFT/ internet Banking. The payments shall be subject to realization by due date and time i.e. before 16:00 hrs of 14.03.2016 in KSEDC Account (link will be available on website).	
EMD	Rs.6,00,000/- (Rupees Six Lakhs Only)	By way of a crossed demand draft issued by any Scheduled Bank drawn in favour of "Central Warehousing Corporation" and payable at Guwahati to be submitted physically by the Bidder by post or courier upto 16:00 hrs of 14/03/2016. Or by way of E-Payment by using RTGS/NEFT/ internet Banking. The payment shall be subject to realization by due date and time.
Security Deposit	Rs.30,00,000/- (Rupees Thirty Lakhs Only)	

Tender form can be downloaded from the any of the websites www.cewacor.nic.in, www.tenderwizard.com/CWC and www.eprocure.gov.in. If any tenderer wishes to participate in the CWC tenders, tenderer has to **register their firm once** with annual registration fee on website www.tenderwizard.com/CWC for online e-Tendering in consultation with our service provider **M/s. K.S.E.D.C. Limited**.

MODE OF PAYMENT OF COST OF TENDER AND EMD:-

1. **By way of Demand Draft:** Demand Draft towards Cost of tender and the EMD drawn in favour of Central Warehousing Corporation issued by a Scheduled Bank payable at Guwahati. All the Demand Drafts should be physically furnished or sent by Post/Courier so as to reach on or before 16:00 Hrs of 14.03.2016. Also, scanned copies of Demand Drafts to be uploaded on the e-tendering website along with Technical Bid. The demand drafts are to be sent/submitted in the office of the Regional Manager, Central Warehousing Corporation, Regional Office-Guwahati, 39, Sapta Swahid Path, Sarumotoria, Dispur, Guwahati-781006.

Or

2. **By way of E-Payment:** By using internet Banking, The payments shall be subject to realization by due date and time. Payment to be made in following account. The tenderers are advised to ensure that the payment is credited to CWC's account on or before 16:00 hrs of 14/03/2016 for cost of tender and before 16.00 Hrs for EMD of 14/03/2016 respectively:-

Beneficiary Name: CENTRAL WAREHOUSING CORPORATION, REGIONAL
OFFICE, GUWAHATI

Account No. – 3314879845

Name of Bank: Central Bank of India

IFSC Code : CBIN0284213

Or

3. **By way of NEFT/RTGS:** Through the Banks by downloading the Challans available in the website. This mode of payment may take two to four working days; hence, the tenderers are advised to ensure that the payment is credited to CWC's account on or before 16:00HRS for cost of tender and before 16:00 Hrs for EMD of 14.03.2016 respectively. The Payments shall be subject to realization by due date and time. Payment to be made in the following account:

Beneficiary Name: CENTRAL WAREHOUSING CORPORATION, REGIONAL
OFFICE, GUWAHATI

Account No. – 3314879845

Name of Bank: Central Bank of India

IFSC Code : CBIN0284213

The tenders are to be submitted in two parts. Part-I containing Technical specifications and Part-II containing financial offer (Part-I & Part-II) through e-tender process only.

4. Qualifying Criteria:

A. Proven Experience in the field of EXIM Cargo Handling. Tenderer should have executed in any of the immediate preceding five years the work of value of;

(a) At least 25% of the estimated value of the contract to be awarded, in one single contract

OR

(b) 50% of the estimated value of the contract to be awarded, in different contracts.

Experience certificate in the Performa prescribed at **Appendix V** shall be produced from customers stating proof of satisfactory execution and completion of the contract[s] besides duly certifying nature, period of contract, and value of work handled.

Note: The year for the purpose of experience will be taken as financial year [1st April to 31st March] excluding the financial year in which tender enquiry is floated.

B. The average annual gross **turnover of the tenderer** for three preceding financial years 2012-2013, 2013-14 and 2014-15 should be **minimum Rs.1.50 crore/- (Rupees One Crore Fifty Lakhs Only)**.

C. Eligible **tenderer should be in a position to make available the following equipment's in good working condition either by owning the minimum equipment prescribed or through firm tie-up with other supplier/agency for which a letter of commitment for tie-up with the supplier/agency shall be produced along with the supporting documents of ownership/ registration in respect of owned and tie-up equipments e.g. copy of RCs of equipment's etc.**

S.No.	Name of the Equipment	Minimum requirement	Owned /tie-up	Manufactured on or after
1	Forklift 03 MT Capacity with grabbers/attachment	02	owned or tie-up	01.01.2013
2	Pay loaders 01 MT Capacity	03	Owned or tie up	01.01.2013
3	Hand Trolleys	15	-	In Good working Condition

Equipment at S. No. 01 & 02 shall be mobilized at site within 7 days of award of contract. Equipment listed at S. No. 03 will have to be provided on site within 30 days of award of contract. The corporation while making technical evaluation reserves the right to satisfy itself about the availability of the equipment with proper documents. The service provider will have to increase at short notice the no. of equipments as per requirement of the work.

In case of hand trolleys an undertaking for supply of these equipment within 30 days of award of work shall be furnished by the tenderer as **Appendix-IV.**

D. In order to substantiate the qualifying criteria, the tenderer should submit following scanned copies of the documents along with TECHNICAL BID and tender form:-

- i. Constitution of the firm, if the tenderer is not a sole proprietary concern, for partnership firm, a partnership deed, for a registered company its Memorandum of Association and Articles of Association with certificate of incorporation. Registered Labour Coop. Societies should furnish the proof of Registration with Registrar of Coop. Societies or Taluk Coop. Officer along with bye laws, proof of area of operation and a resolution passed by the Society to participate in the tender enquiry.
- ii. Copy of Demand Draft for EMD. In case the same is paid through electronic mode or NEFT/RTGS scanned copy of the bank transaction detail showing the same.
- iii. The Solvency Certificate amounting to **Rs.50.00 lakh** from nationalized/schedule bank which should not be older than three months from the date of submission of tender.
- iv. Valid PAN Card.
- v. Income Tax Return for the preceding three financial years.
- vi. The ownership /tie-up letter in respect of required handling equipment's along with copy of RC in respect of Fork lift and Pay loader.

- vii. Copy of Demand Draft for Tender cost. In case the same is paid through electronic mode or NEFT/RTGS scanned copy of the bank transaction detail showing the same.
- viii. Power of attorney/Board Resolution duly executed in favour of signatory, authorizing him to sign the tender documents and uploading with his own digital signature, in case the tenderer is not a sole proprietary concern. For proprietorship concern the proprietor has to upload the tender under his own digital signature.
- ix. Copy of Certificate of Service Tax Registration in related service.
- x. Pre contract integrity pact as per **Appendix -II**.
- xi. Self-Declaration of Tenderer as per **Appendix-VIII**.
- xii. Copies of audited Profit & Loss A/Cs and Balance Sheet for three preceding years duly certified by a Chartered Accountant be enclosed with the tender document (i.e. for the Financial Year 2012-2013, 2013-14 and 2014-15)
- xiii. Scanned copy of undertaking for providing equipment's as per **Appendix-IV**.
- xiv. Experience Certificate in the prescribed format as per Appendix-V

Note:

- a) ALL the above documents as stated in above from serial no A to D (i to xiv) must be uploaded with valid digital signature/certificate by the person who is holding the power of attorney to sign and upload the tender.
- b) Tenders, not accompanied with, all the Schedules/ Appendices, intact, and duly filled in and signed as stated in above from Serial no A to D (i to xiv) shall be liable to be rejected.
- c) The Corporation reserves the right to call for legible hard copies of documents listed from Sl no A to D (i-xiv) for scrutiny/ verification. In such a case the bidder must furnish the documents called for within the stipulated time either by post/courier or in person.
- d) Any false/ wrong information/ credentials submitted may lead to the tenderers being blacklisted in CWC and debarred for participating in tender for next five years besides forfeiture of the Earnest Money Deposited.

5. **DISQUALIFICATION CONDITIONS:**

- a. Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking or Limited company will be ineligible during the period of such blacklisting as on date of NIT.
- b. Any tenderer whose contract with the CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking or Limited company has been terminated before the expiry of contract period at any point of time during last 5 years will be ineligible (**i.e contract terminated after 01.12.2010**)
- c. Tender whose EMD and/or SD was forfeited by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking or Limited company on serious / grave ground i.e. submission of false / forged / tempered / fabricated / manipulated documents / information at any occasion during last five years will be ineligible **i.e. after 01.12.2010**.
- d. 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 of an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible However if **On acquittal by the appellate court the tenderer will be eligible.** .
- e. 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.

6. **Information for online participation:-**

- i) For participating in the above e-tenders, the service providers shall have to get them self registered with **www.tenderwizard.com/CWC** and get user ID, password, Class 3 digital signatures. For any clarification / difficulty regarding e-tendering process they can contact on **0361-2229302 Fax No. 0361-2229301 E-mail: rmghy.cwhc@nic.in.**
- ii) 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. Bidder account will be enabled after making payment of registration charges to M/s KSEDC Ltd. As per instruction available on same website.
- iii) Tenderers need to quote rates in pre-defined form of Price Bid in Excel format only as per Appendix-I.
- iv) After filling data in pre-defined form, tenderer needs to click on final submission link to submit their encrypted bid.
- v) Bids must be submitted on line through e-portal **www.tenderwizard.com/CWC** before the time specified in the above table (as per system clock). CWC / e Tender Service Provider does not take any

responsibility for the delay caused due to non-availability of internet connection or network traffic jam for online bids.

- vi) The person authorized to participate in the bidding on behalf of the bidder i.e. Authorized Signatory can submit the bid under Digital Signature none other than the one issued to him. Noncompliance will lead to summary rejection of the bid. In respect of proprietorship concern the proprietor has to upload the tender under his own digital signature.
- vii) **SUBMISSION OF TENDER:-** Tenderer shall submit their offer in electronic format on the website www.tenderwizard.com/cwc, 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.

Tender notice is the part of the tender document.

REGIONAL MANAGER
Central Warehousing Corporation,
Regional Office, Guwahati,
39, Sapta Swahid Path, Sarumotoria,
Dispur, Guwahati-781006

CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)

Regional Office,
Central Warehousing Corporation,
Regional Office, Guwahati,
39, Sapta Swahid Path, Sarumotoria,
Dispur Guwahati-781006

**Tender for Appointment of Service provider at Cargo
Terminal, ICP- Agartala (Tripura)**

Cost of the Tender: Rs. 1000/- (Rupees One Thousand only)

INVITATION OF TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF SERVICE PROVIDER FOR LOADING/UNLOADING /HANDLING OF EXPORT/IMPORT CARGO/MATERIALS/PACKAGES AND ALLIED SERVICES AT CARGO TERMINAL, ICP Agartala (Akhaura).

A Last date for receipt of tender up to **23:59 Hours** on 14.03.2016.

B Technical Bid of tender to be opened at **12:00 Hours** on 16.03.2016.

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

C. Tenders to remain open for acceptance for 90 days upto and inclusive of 23-05-2016.

NOTE: 1. The Regional Manager, CWC RO, Guwahati may at his discretion, extend this day by 15 (fifteen) days and such extension shall be binding on the tenders.

2. If the date up to which the tender is open for acceptance is declared to be holiday, the tender shall be deemed to remain open for acceptance till the next following working day.

D. If any tender is withdrawn / modified or any change is made in contravention of Clause 'C' above the earnest money of the tenderer shall stand forfeited and tender rejected.

E Rates should be quoted in words and figures where there is a difference in rate quoted in words and figures whichever is lower will be taken into consideration.

F The Parties either resiling before the validity period or parties not submitting the documents for verifications, the earnest money shall be forfeited and such parties may be blacklisted.

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation) the Regional Manager, CWC RO GUWAHATI invites tenders, UNDER TWO BID SYSTEM, for appointment of Service Provider for loading/unloading /handling of export/import cargo/materials/packages including containerized cargo and allied services at Cargo Terminal Complex at **ICP Agartala (Akhaura), Tripura** for a period of one year further extendable for another one year on same terms and conditions at the sole discretion of the corporation.

PART-A: GENERAL INFORMATION

1. Place of Operation:

The terminal/Cargo Complex will be at Integrated Check Post (**ICP Agartala (Akhaura), Tripura**) in the area specifically earmarked for the purpose; comprising covered and open space and place of operation will include the cargo complex and extension thereof in the premises or elsewhere under its administrative control.

No guarantee is given that all the items of work shown in the schedule of operation shall be required to be performed. The successful tenderers shall be bound to execute all works as required under the terms of contract and shall not be entitled to make any claim whatsoever, against the Corporation for compensation, revision of rates or otherwise on the basis of particulars referred to above.

2. Brief description of work :

- i. The Cargo Terminal complex at **ICP Agartala (Akhaura), Tripura** will be handling export and import cargo including in containerized mode and allied services.
- ii. The service provider shall arrange allied services including offloading of cargo by grounding where ever necessary for facilitating Customs examination/ appraisalment.
- iii. The shifting of cargo from loaded import/export trucks/containers to empty trucks/containers, loading/unloading manually/mechanically where ever necessary. The operation will be considered as continuous work irrespective of time gap between different stages of work. In carrying out the various operations, some additional services is warranted to complete the specified work the same shall be considered as a part of the work and no extra payment shall be made for such service.
- iv. The service provider shall have to perform all services provided for in this contract and schedule of operations and shall be paid at the rates quoted by him and accepted by the corporation. The service provider shall also provide any additional service not specifically provided 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 of such additional services, the decision of the Regional Manager will be final and binding and non-settlement of the rates for additional services will not confer any right upon the service provider to refuse to carry out or render such services.
- v. The tenderers in their own interest must get themselves fully acquainted with the area of operations etc. and nature of work involved before submission of tender. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the area of operations etc. and nature of work and shall not be entitled to any compensation arising out of any discrepancy found later on.
- vi. Tenderers are required to quote rates for all items of work described in the Price Bid (in **Appendix -I**), Incomplete quoted tenders are liable to be rejected.
- vii. If there is variation between the rates quoted in the figure and in words, only the lower of the two rates quoted either in figure or in words shall be constitute as correct and valid.
- viii. Incomplete & conditional tenders are liable to be rejected.

3. Volume of work:

- i. No definite volume of work to be performed can be guaranteed during the currency of the contract.
 - ii. The volume of traffic is likely to fluctuate (Increase /Decrease) and the tenderers should note that no claim for compensation arising directly or indirectly out of such fluctuation in the volume of traffic to be handled during the currency of the contract shall be entertained.
 - iii. No assurance is given about any item of the work to be carried out at any time during the currency of the contract.
 - iv. It is clearly understood that no guarantee is given that all items of work as shown in the schedule of operations will be required to be performed by the service provider.
 - v. The mere mention of any item of work in this contract does not by itself confirm a right on the service provider to demand that the work relating to all or any item thereof at the concerned Cargo Complex should necessarily or exclusively be entrusted to them. The Corporation shall also have the exclusive right to appoint one or more service provider at any time viz at the time of award of the contract and/or during the tenure of contract for any or all the services mentioned hereunder and to divide the work as between such service provider in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.
 - vi. The description of services as given in the terms and conditions are guidelines only. The nature of work will be subject to variation/adjustments depending upon the actual requirement. Any variation, addition and/or omission in the items of work to be actually carried out shall not form the basis of 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 quantity offered.
4. The contract, if any, which may eventuate from this tender shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the tenderer and as given in the **Appendices** forming of this tender and there documents will be sole repository of the terms and conditions of the contract.

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

Signing of tenders:

i) Person or persons signing the tender shall state in what capacity he is or they are signing the tender, e.g. as sole proprietor of a firm or as Secretary/Manager/Director etc., of a Limited company or as a partner of a partnership firm or as Secretary/Manager/Director etc. of Labour Cooperative Society. In the case of partnership firms, 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. The original or an attested copy of the partnership deed should be furnished along with the tender. In case of a limited company, the names of the Directors in board resolution shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the limited company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender. In case of Hindu undivided family, the names of the family members should be disclosed and the Karta, who can bind the firm, should sign the form and indicate his status below his signature.

ii) The person (s) signing the tender form or any document forming part of the tender, on behalf of another or on behalf of a firm, shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said power of attorney his tender **shall be liable to summarily rejection, without prejudice to any other rights of the Corporation, under the Law.**

The “Power of Attorney” should be signed by all the partners in the case of partnership concern; by the proprietor, in the case of the proprietary concern, and by the person who by his signature can bind the company in the cases of a limited company with the Board Resolution. In the case of Hindu undivided family the “Power of Attorney” should be signed by the Karta who by his signature can bind the firm.

iii. ALL the documents must be uploaded with valid digital signature/certificate by the person who is holding the power of attorney to sign and upload the tender.

6. EARNEST MONEY:

Each tender must be accompanied by an EMD of Rs. 6,00,000/- (Rs. Six lakhs only) in the form of Demand Draft only of any scheduled bank in favour of Regional Manager, CWC, payable at Guwahati or by way of electronic mode/ NEFT/RTGS. Tenders not accompanied by EMD shall be summarily rejected.

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*. 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.**

7. SECURITY DEPOSIT:

- a) The successful tenderer shall furnish, **within a week of the acceptance of his tender**, a security deposit of **Rs 30,00,000/- (Rupees Thirty lakhs 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.
- b) The Security Deposit amount shall be deposited in favour of the **Regional Manager, CWC, RO, Guwahati in the form of Demand Draft issued by scheduled banks only or by electronic mode/NEFT/RTGS.**
- 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 Regional Manager, Central Warehousing Corporation, Guwahati may at his discretion increase the amount of Security Deposit mentioned at (i) above upto 25% at any time during the currency of the contract. The decision of the Regional Manager in this regard shall be final and binding on the service provider and shall not be called into question.

8. Qualifying Criteria:

A. Proven Experience in the field of EXIM Cargo Handling. Tenderer should have executed in any of the immediate preceding five years the work of value of;

(a) At least 25% of the estimated value of the contract to be awarded, in one single contract

OR

(b) 50% of the estimated value of the contract to be awarded, in different contracts.

Experience certificate in the Performa prescribed at **Appendix V** shall be produced from customers stating proof of satisfactory execution and completion of the contract[s] besides duly certifying nature, period of contract, and value of work handled

Note: The year for the purpose of experience will be taken as financial year [1st April to 31st March] excluding the financial year in which tender enquiry is floated.

B. The average annual gross turnover of the tenderer for three preceding financial years **2012-2013, 2013-14 and 2014-15** should be minimum **Rs.1.50 crore/- (Rupees One Crore and Fifty Lakh only)**.

C. Eligible tenderer should be in a position to make available the following equipment's in good working condition either by owning the minimum equipment prescribed or through firm tie-up with other supplier/agency for which a letter of commitment for tie-up with the supplier/agency shall be produced along with the supporting documents of ownership/ registration in respect of owned and tie-up equipments e.g. copy of RCs of equipment's etc.

S.No.	Name of the Equipment	Minimum requirement	Owned /tie-up	Manufactured on or after
1	Forklift 03 MT Capacity with grabbers/attachment	02	owned or tie-up	01.01.2013
2	Pay loaders 01 MT Capacity	03	Owned or tie up	01.01.2013
3	Hand Trolleys	15	-	In Good working Condition

Equipment at S. No. 01& 02 shall be mobilized at site within 7 days of award of contract. Equipment listed at S. No. 03 will have to be provided on site within 30 days of award of contract. The corporation while making technical evaluation reserves the right to satisfy itself about the availability of the equipment with proper documents. The service provider will have to increase at short notice the no. of equipments as per requirement of the work.

In case of hand trolleys an undertaking for supply of these equipment within 30 days of award of work shall be furnished by the tenderer as **Appendix-IV**.

D. In order to substantiate the qualifying criteria, the tenderer should submit following scanned copies of the documents along with **TECHNICAL BID and tender form:-**

- i. Constitution of the firm, if the tenderer is not a sole proprietary concern, for partnership firm, a partnership deed, for a registered company its Memorandum of Association and Articles of Association with certificate of incorporation. Registered Labour Coop. Societies should furnish the proof of Registration with Registrar of Coop. Societies or Taluk Coop. Officer along with bye laws, proof of area of operation and a resolution passed by the Society to participate in the tender enquiry.
- ii. Copy of Demand Draft for EMD. In case the same is paid through electronic mode or NEFT/RTGS scanned copy of the bank transaction detail showing the same.
- iii. The Solvency Certificate amounting to **Rs.50.00 lakh** from nationalized/schedule bank which should not be older than three months from the date of submission of tender.
- iv. Valid PAN Card.
- v. Income Tax Return for the preceding three financial years.
- vi. The ownership /tie-up letter in respect of required handling equipment's along with copy of RC in respect of Fork lift and Pay loader.
- vii. Copy of Demand Draft for Tender cost. In case the same is paid through electronic mode or NEFT/RTGS scanned copy of the bank transaction detail showing the same.
- viii. Power of attorney/Board Resolution duly executed in favour of signatory, authorizing him to sign the tender documents and uploading with his own digital signature, in case the tenderer is not a sole proprietary concern. For proprietorship concern the proprietor has to upload the tender under his own digital signature.
- ix. Copy of Certificate of Service Tax Registration in related service.
- x. Pre contract integrity pact as per **Appendix -II**.
- xi. Self-Declaration of Tenderer as per **Appendix-VIII**.

- xii. Copies of audited Profit & Loss A/Cs and Balance Sheet for three preceding years duly certified by a Chartered Accountant be enclosed with the tender document (i.e. for 2012-2013, 2013-14 and 2014-15)
- xiii. Scanned copy of undertaking for providing equipment's as per **Appendix-IV.**
- xiv. Experience Certificate in the prescribed format as per **Appendix-V**

Note:

- i. ALL the above documents as stated in above from serial no **A to D (i to xiv)** must be uploaded with valid digital signature/certificate by the person who is holding the power of attorney to sign and upload the tender.
- ii. Tenders, not accompanied with, all the Schedules/ Appendices, intact, and duly filled in and signed as stated in above from Serial no **A to D (i to xiv)** shall be liable to be rejected.
- iii. The Corporation reserves the right to call for legible hard copies of documents listed from Sl. no **A to D (i-xiv)** for scrutiny/ verification. In such a case the bidder must furnish the documents called for within the stipulated time either by post/courier or in person.
- iv. Any false/ wrong information/ credentials submitted may lead to the tenderers being blacklisted in CWC and debarred for participating in tender for next five years besides forfeiture of the Earnest Money Deposited.

9. DISQUALIFICATION CONDITIONS

- i. Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking or Limited company will be ineligible during the period of such blacklisting as on date of NIT.
- ii. Any tenderer whose contract with the CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking or Limited company has been terminated before the expiry of contract period at any point of time during last 5 years will be ineligible (**i.e contract terminated after 01.12.2010**)
- iii. Tender whose EMD and/or SD was forfeited by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking or Limited company on serious / grave ground i.e. submission of false / forged / tempered / fabricated / manipulated documents / information at any occasion during last five years will be ineligible **i.e. after 01.12.2010.**

- iv. If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible. However if **On acquittal by the appellate court the tenderer will be eligible.**
- v. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.

10. Submission of Tender:

The tender document for this work is available only in electronic format which the tenderer can download free of cost from the website www.tenderwizard.com/CWC and also from www.cewacor.nic.in. Internet site address for e-tendering will be www.tenderwizard.com/CWC. The tenderer shall submit their offer (technical and price) only in electronic format on the www.tenderwizard.com/CWC website on or before the scheduled date and time. After digitally signed by the authorized signatory (s) No offer in physical form will be accepted. Tenderer will have to submit Tender Cost and EMD by courier or in person in the form of Demand Draft issued by any Scheduled Bank drawn in favour of "Central Warehousing Corporation" payable at Guwahati or by way of electronic mode or by NEFT/RTGS mode.

11. Opening of Tenders:

The tenders (technical bid) shall be opened in the office of the Regional Manager, CWC, **RO, Guwahati** at the time and on the date indicated. The tenderers shall be at liberty to be present either in person or through an authorized representative at the time of opening of technical bid. 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. The Regional Manager, CWC, RO Guwahati for and on behalf of the CWC, **reserves the right to reject any or all tenders without assigning any reason and does not bind himself to accept the lowest or any tender. He also reserves the right to accept the tender for any or all the offers.** The successful tenderer shall be advised of the acceptance of his tender by

a letter /telegram/ fax/ e-mail. Where acceptance is communicated by telegram/ fax/e-mail the same shall have to be acted upon immediately, without awaiting for the post copy in confirmation. In case where there are more than one tenderers quoting the same rate, all such tenderers shall be called for negotiations. The revised rates shall be obtained from the tenderers in the sealed cover and the rates shall be opened in the presence of tenderers to decide L-I rate.

14. The negotiations if absolutely necessary will be carried out only with the lowest (L-I) tenderer.
15. The Corporation reserves the right to award the work for all items of schedule of operation or anyone/few of them by dropping the rest of the items for which rates are called herein. The decision of the Regional Manager shall be final and binding on the tenderer.

16. Execution of Agreement:

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

1. The execution of agreement shall be preceded by furnishing of Security deposit as detailed above. ***The agreement shall be executed within one week of the acceptance of the tender, failing which the Contract shall be liable to be rescinded. In such case the Earnest Money Deposit of the tenderer shall stand forfeited.***
2. The Regional Manager may at his discretion, however, on a specific request by the successful tenderer, give additional time to the tenderer to furnish the Security Deposit and execute the Agreement, which in any case shall not exceed more than 15 days in all, including the original one week period.

PART-B

TERMS AND CONDITIONS GOVERNING CONTRACT FOR HANDLING, UNLOADING/LOADING OF IMPORT & EXPORT CARGO AND ALLIED SERVICES IN THE CARGO TERMINAL COMPLEX AT ICP, AGARTALA (AKHAURA), TRIPURA.

I. Definitions:-

- i) The term 'Contract' shall mean and include the notice inviting tender, the invitation to tender, incorporating also the instructions to tenderers, the tender, its **Appendices** and schedules, acceptance of tender and such general and special conditions as may be added to it;
- ii) The service provider' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be;
- iii) The term 'Corporation' and the Central Warehousing Corporation, wherever occur shall mean the Central Warehousing Corporation established under Warehousing Corporation Act 1962 will include its Managing Director and its successor or successors and assigns.
- iv) The term Cargo complex shall mean the area so designated for the purpose in ICP at Agartala (Akhaura), Tripura.
- v) The term 'Managing Director' shall mean the Managing Director of the Corporation;
- vi) The term 'Regional Manager' shall mean the Regional Manager of the CWC Regional Office Guwahati. The term 'Regional Manager' shall also include the Manager, Warehousing Complex and every other officer authorized by him from time to time to execute contract on behalf of CWC;
- vii) The term 'Services' shall mean the performance of any of the items of work enumerated in schedule of services including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Regional Manager, or an officer acting on his behalf;

II Object of the Contract:

The service provider shall render all or any of the services given in the schedule of operations, as and when necessary, as directed from time to time by the Regional Manager or an officer acting on his behalf together with such additional, auxiliary and incidental, duties, services and operations, as may be indicated by the Regional Manager or an officer acting on his behalf and are not inconsistent with these terms and conditions.

III Parties to the Contract:

- a. The Parties to the contract are the Service Provider and the Central Warehousing Corporation represented by the Regional Manager and/ or any other person authorized and acting on his behalf.
- b. The person signing, the tender or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to

warrant that he has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, on enquiry, it is found that the person concerned has no such authority, the Central Warehousing Corporation represented through the Regional Manager, may, without prejudice to other civil and criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.

- c. Notice or any other action to be taken on behalf of the Central Warehousing Corporation may be given / taken by the Regional Manager 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 public limited company, Labour Cooperative Society incorporated in India or a Hindu undivided firm. The composition of the partnership, names of Directors of Companies and name of the Karta of Hindu undivided family as the case may be, shall also be indicated. Similarly in case of Labour Cooperative Society, the name of Secretary, by-laws and areas of operation should be indicated. The Service provider shall also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The person/s so nominated shall be deemed to have power of Attorney from the service providers in respect of the contract and whose acts shall be binding on the service provider.
- b) The service provider shall not, during the currency of the contract, make without the prior approval of the Corporation, any change in the constitution of the firm. The service provider shall notify to the Corporation the death/resignation of any of their partner/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

V Subletting:

The service provider shall not sublet, transfer or assign the contract or any part thereof **without the previous written approval of the Corporation.** In the event of the service provider contravening this condition, the Corporation shall be entitled to place the contract elsewhere on the service provider's account and at their risk and the service provider 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 Relationship with third parties:

All transactions between the service provider and third parties, who are in no way connected with the clearance of import/export cargo / package to/from the cargo complex, shall be carried out as between two principals without reference in any event to the Corporation. The service providers shall also undertake to make the third parties fully aware of the position aforesaid.

VII Liability for Personnel:

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

The Service Provider shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act, 1952 and the scheme framed there-under, and to the Regional Manager, CWC. The Service Provider shall also make available such records and returns as may be prescribed and/or demanded for inspection to the Officers of the Regional Provident Commissioner and to the Regional Manager, CWC or an Officer authorized by him or acting on his behalf.

- c) In complying with the said enactments or any statutory modifications thereof, the service provider shall also comply with or cause to be complied with, the labour regulations enactments made by the State Govts./Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
- d) The Regional Manager shall have the right to deduct the any money due to the service provider, and sum required or estimated to be required for making good the loss suffered by worker (s) by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or deductions made from wages, which are not authorized, justified by the terms of the contract or non-observance of the rules, regulations and or by fulfillment of any obligations on the part of the service provider for strict observance of the provisions of the aforesaid laws.
- e) The Manager, ICP at Agartala (Akhaura), shall allow the service provider, his agents/representatives or employees to enter into the warehousing complex 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, equipments and property of the warehousing complex by his agents/representatives or employees while rendering the said services. The employees of the service provider shall be deployed in the operational area only. The service provider's employees without assigned job shall under no circumstances enter the Warehousing Complex premises.
- f) The service provider shall give his employees neat and clean uniforms for summer and winter season at no extra charges to Central Warehousing Corporation and ensure that all his employees are always in neat and clean and properly washed and ironed uniforms while on duty. All the employees shall in variably have their name-tags with attached to their labels for easy recognition. The laminated name-tags with photographs should be signed by the service provider and got countersigned by the CWC representative or BSF/Custom authorities.
- g) Full details about the names, addresses, both local and permanent and three copies of their photographs will be furnished to the Manager, CWC at ICP Agartala, or the officer authorized by him. They will also be provided with necessary Identity cards by the service provider after having security clearance from authorities concerned.
- h) Notwithstanding the fact, whether the said legislations, enactments or any statutory modifications thereof are applicable or not to the employees/workers employed by the service provider, he shall pay the followings to them :-

i) 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 VII, The minimum wages prescribed for the time being for piece rate and time rate workers are as indicated below :

1. Time rated worker (Male)
- do - (Female)
2. Piece Rated Workers

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

ii) Weekly off:-

The 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.

- iii) Aforesaid wage/ benefits at Clause VII (h) (i) to (iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. 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) and VII (b).

- i) 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.
- i) 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;
- ii) The canteen shall be maintained by the service provider in accordance with the provisions of the relevant laws, rules and regulations;
- iii) The food stuffs and other eatables to be served in the canteen shall be in conformity with the normal eating habits of the contract labour.
- iv) 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.
- v) 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 equipments 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.
- vi) 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.
- vii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors. Provided that the Chief Labour Commissioner (Central) or an officer authorized by the appropriate Govt. (Appropriate Govt. in the case of CWC is the Central Government) may approve of any other person to audit the accounts, if he is satisfied that it is not feasible to appoint a registered accountant and auditor in view of the site or location of the canteen.

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 upto 50 and one for female workers upto 50 at a time, Provided that where the number of males or females exceeds 500, there should be one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereof thereafter.
- v) (i) The latrines and urinals shall be conveniently situated and accessible to workers at all times.
 - (ii) 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;

- (iii) 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 equipments 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 **Guwahati** 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.
- c) The Manager, ICP 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.
- d) 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.
- e) All tax/ charges payable to the State Government/ Local bodies etc., shall be paid by the service providers and no claim whatsoever shall lie against the Corporation on this account.
- f) The service provider shall have to allow CWC representatives as escort to travel in the lorry, if required.

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 disfavour 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 be initially for **a period of Three Year from the date of award or date of commencement of work, whichever is later and shall be extendable for another one year on same terms and condition.**
- ii) Regional Manager can terminate the contract at any time during its currency without assigning any reason therefore 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, RO, Guwahati 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 provider having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Regional Manager shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the service providers and to claim from the service providers any resultant loss sustained or costs incurred.
- b) The Regional Manager shall also have, *without prejudice to other rights and remedies*, the right, in the event of breach by the service providers of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract, at the risk and cost of the service providers and /or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the service provider's negligence or unwork-man like performance of any of the services under the contract.
- c) The service provider shall be responsible to supply adequate and sufficient labour, scales/trucks/carts/any other transport vehicle for loading/unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the Regional

Manager or an officer acting on his behalf. If the service provider fails to supply the requisite number of labour, scales and trucks/carts, the Regional Manager shall, at his entire discretion without terminating the contract be at liberty to engage other labour, scales, trucks/carts, etc. at the risk and cost of the service providers, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The service provider shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Regional Manager shall be final and binding on the service provider.

- d) The Non performing / defaulting / Service provider /service provider may be suspended / banned for trade relation / black listed for a period upto 5 years based on the gravity of non performance / default of the H & T service provider by the Managing Director of the CWC whose decision in the matter shall be final and binding.

XI Security Deposit:

- a) "The successful tenderer shall furnish, within a week of acceptance of his tender, **Security Deposit of Rs. 30,00,000/- (Rupees Thirty lakh only)**. In the event of tender's 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 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 the merit of each case upto 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.
- b) 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.
- c) 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.

- d) In the event of termination of the contract envisaged in Clause-X, 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 the claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.
- e) 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.
- f) In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the service provider under this or any other contract 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.
- g) Whenever the security deposited falls short of the specified 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 specified amount.

XII Liability of Service Provider for losses etc. suffered by Corporation: -

- a) The service provider shall at all times provide adequate no. of required equipments, mechanical and manual aids for handling of the cargo. The personnel in a different category will have to be positioned by the service provider. This would be needed for smooth operations of work of handling, storage, inspection and delivery of the cargo. In the event of any fault or defaults on any particular day/days on the part of the service provider in providing adequate equipments, or personnel or to perform any of these services mentioned herein efficiently and to the entire satisfaction of the Manager, ICP Agartala, 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 @ **Rs. 500/- per day** per forklift & Pay loader, per default of other kind plus actual claim if any received from the users besides making temporary alternate arrangement to cope up with the work at the risk and cost of the service provider who will be liable to compensate the consequential damages, if any. The decision of the Regional Manager 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 the payment of compensation and its quantum, shall be final and binding on

the service provider which shall be without prejudice to any other rights and remedies of the Corporation under the contract.

- b) The service provider shall exercise all care and precaution and use proper equipments for handling of various types of cargo and consignments to avoid any damage or loss to the cargo at any stage. The service provider shall be responsible for the safety of the cargo while in CWC custody at ICP Agartala. In case of any damage, loss, theft or pilferage to the cargo the service provider will be responsible to make good the losses as per the survey report finalized in the presence of Exporters/Importers or his authorized representative, Manager, ICP or his authorized representative and the representative of service provider. In case of damage to the property of the corporation by the service provider's equipment/representative during any of the operation, 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 his bill. The decision of the Regional Manager shall be final and binding on the service provider in this regard.
- c) In case of any shortage or damage/loss etc. to the goods for whatsoever reason and cause while the same are in the custody of the service provider at the time 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 shall be final and binding on the service provider.
- d) In the event of failure of service provider to undertake the work after award of contract or rescinding from the contract during its currency, the corporation shall have the right to get the work done at his risk and cost of the service provider 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 contact or any of the contract with the corporation and to claim the balance amount form the service provider, and may blacklist/debar such nonperforming/defaulting service provider for a period of five years.
- e) Only the minimum required labour to cope up with the work and keep up certain productivity norms for the gangs should be deployed amongst the porters having registration with customs/BSF authorities at the Agartala.

- f) The service provider shall indemnify the corporation, against any loss, destruction, or deterioration of cargo or any damage or delay to cargoes or any delay in delivery of cargo due to any negligence or default on his part and on the part of his employees/ labourers and also by the carelessness, neglect, misconduct of his employees/labourers in his employment any liability for payment of damage/claims by the corporation to the Exporter/Importer or authorized representative on account thereof and shall pay all claims met and also litigation expenses, if any incurred by the corporation immediately on demand without any demure. 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 shall be final and binding on the service provider in this regard.
- g) All taxes/levies/fees/charges payable to any Govt./local body on the service charges payable by the service provider to the equipments operator, 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.
- h) The charges for water and electricity utilized by the service provider either for his office /garage shall be paid by the service provider to the Corporation on actual cost based on actual consumption together with service tax due thereon, at the rates as in force from time to time under the renting of immovable property service.
- i) The service provider shall not have the same business activities which would be detrimental to the interest of the Corporation in the vicinity of the Agartala area either at the time of award of the tender or during the currency of the contract otherwise this will be treated as the breach of the contract and the contract may be terminated after giving one month notice upon this fact having come to the notice of corporation.
- j) In the event of non-clearance/non-delivery of import cargo by the service provider, the tariff applicable on the days of such non-delivery of goods shall be recovered from the service provider
- k) In case of detention of road vehicles carrying imported goods or export goods in the ICP premises due to non performance on the part of service provider, the liability to compensate the penalties/fines/detention charges, if any imposed by the custom authorities or claimed by importer/exporter shall be on the importer.

XII-A Set off:

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

XIII 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, ICP-Agartala or 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, ICP-Agartala or an officer acting on his behalf.

XIV Remuneration:-

- a) 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 is required to perform any service in addition to those specifically provided for, in this contract for which the remuneration shall be payable at the rates as may be agreed by mutual negotiations. In the absence of any agreement being reached on the rates for such additional services, the decision of Regional Manager shall 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.
- b) The question whether a particular services is or is not covered by any of the services specifically described and provided for in the contract, or is not auxiliary or incidental to any of such services, shall be decided by the Regional Manager, whose decision shall be final and binding on the service provider.

XV Payment:-

- a) Payment will be made by the Regional Manager on submission of bills, in triplicate duly supported by work slips /certificates issued by the Manager or an officer acting on his behalf, as the case may be.
- b) The service provider should submit all their bills not later than two months from the date of expiry of the contract so that the refund of the security deposit may be speeded up. In order to facilitate fast disposal of bills the service providers are advised to submit their bills fortnightly.

- c) The Income tax, at the rates as applicable from time to time u/s 194C of the Income tax act, shall be deducted at source from the bills of the service provider. In case, the service provider has been granted exemption from deduction of Income tax at source or granted certificate for deduction of tax at lower rate, he shall be required to produce such certificate issued by the prescribed income tax authority clearly stating therein that no tax or lower tax, as the case may be, be deducted at source from the service provider against the said contract, failing which tax at the full rate 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.
- d) The service tax or any other tax in lieu thereof levied by the Central Govt. from time to time on the services rendered by the service provider to CWC shall be paid by CWC to the service provider over & above the schedule of rates, subject to the service provider submitting his bills/invoices therefore in the format prescribed under Rule 4A (1) of the Service Tax Rules, 1994 or any other relevant Law, as the case may be. The service provider shall get himself registered will service tax departments cargo handling service provider.

Payment against bills will be made through e-payment system for which successful tenderer shall invariably furnish the following details:-

- 1 Bank Name:-_____
- 2 Address of the Bank_____
- 3 Bank A/c No.:-_____
4. RTGS Code Bank (IFSC Code):-_____

XVI Laws governing the contract:-

The contract shall be governed by the laws of India for the time being in force.

XVII Arbitration:

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. It will be no objection to any such appointment that the person appointed is an employee of the Corporation, that he had to deal with the matters to which the contract relates and that in the course of his duties as such employee of the corporation, he had expressed views on all or any of the matter in dispute or difference. The

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

Provided further that any demand for arbitration in respect of any claim(s) of the service providers, under the contract, shall be in writing and made within one year of the termination or completion (expiry of the period) of the contract and where this provision is not complied with the claim (s) of the service providers shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The Arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defense statement. The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the Service providers shall be withheld on account of such proceedings. The cost of arbitration shall be borne by parties as per the decision of the Arbitrator. The Arbitrator shall give separate award in respect of each dispute of difference referred to him. Subject as aforesaid the **Arbitration & Conciliation Act 1996** shall apply to the Arbitration proceedings under this clause.

XVIII 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 destacking/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, Agartala. 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, Agartala. 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- Agartala . 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 vehicular as provided by CHA/exporters in the cargo complex at ICP- Agartala. 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.
- e) Cleaning and upkeeping of the complex premises to be ensured after or shifting or delivery or any other official performance in the premises on day to basis including brushing of LWB platform.

XIX DUTIES & RESPONSIBILITIES OF THE SERVICE PROVIDER

1. The service provider shall carry out all items of services assigned or entrusted by the Manager, ICP or an officer acting on his 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.
2. 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.
3. 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.

4. The service provider shall advise the Manager, ICP and Officers authorized to act on his 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.
5. The service provider shall strictly abide by all rules and regulations of Customs, Police, Municipal authorities and other local bodies.
6. 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.
7. All taxes /charges payable to the state Govt./local bodies etc shall be paid by the service provider and no claim whatsoever shall lie against the Corporation on this account.

8. HANDLING EQUIPMENTS

- i. The service provider shall provide adequate no. of suitable handling equipments as prescribed in the tender notice, weight dimension and description. The equipments required shall comprise suitable, hydra cranes, Forklifts and Hand Trolleys for cargo handling, stacking stands, spreaders and other appropriate equipments for handling heavy cargo/ODC and safety aids/gadgets for usage by labor for handling hazardous/dangerous/dirty etc cargo. The minimum no. of equipments and vehicles required for proper performance of work at any time shall be determined by the Manager, ICP and his decision in this regard shall not be called into question by the service provider.
- ii. The equipments will have to conform to the requirements and prescribed specifications to the satisfaction of the Manager, ICP and shall be put to use only after obtaining his approval. The service provider shall obtain the required license for operation of equipments from the authorities concerned and ensure that these are operated by experienced and qualified operators, as per the requirement of the local transport and other authorities. No equipment utilizing internal combustion engine shall emit undue smoke and all of them shall conform to pollution control standard under the environmental rules and regulations.
- iii. The forklifts will be painted in traffic yellow color internationally approved for moving equipments.
- iv. The Land Ports Authority of India (LPAI) is contemplating expansion of facilities at ICP- Agartala including handling of containerized traffic

therefore It would be obligatory for the service provider to deploy suitable handling equipments and negotiate the terms of operating arrangements for handling of containerized cargo traffic at ICP Agartala in due course.

- v. 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 insure for the equipments, 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/vehicles of the service provider.

The above said requirement 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.

- vi. All the operations shall be carried out in accordance with the directions given by the Manager, Cargo Terminal ICP or any other officer acting on his behalf and the decision of the Manager, Cargo Terminal ICP or any other officer working on his behalf, will be final in any dispute arising about the proper performance of the operation

XX DEPLOYMENT OF SUPERVISORS, LOADERS etc. AT VARIOUS OPERATIONS POINTS.

- a) The cargo terminal complex is operating seven days a week and 12 hours each day. However, the working hours can be increased in case situation so requires. The service provider shall provide adequate number of supervisors, loaders and other workers at all the operational points at Warehousing Complex to ensure proper handling and movement of cargos and performance of incidental services with the utmost expeditions. The service provider shall provide such number of supervisors/operators and labours and persons in each category as is determined, by the Manager Warehousing Complex in this regard shall be final for the actual loss sustained by the Corporation.
- b) The supervisors/loaders and other workers will have to engage by the service provider on regular basis. Full details about their names, addresses, both local and permanent, and three copies of their photographs (Passport size) will be furnished to the manager, warehousing complex. They will also be provided with the necessary photo identity card by the service provider duly verified by the Manager, Warehousing Complex. However, in no case Manager Warehousing Complex will not certify the same due to some legal constraint. They will be required to display the same on their uniforms all the times. Any short term appointment in any category of such workmen

will be made only after due intimation to the Manager, Warehousing Complex and after furnishing the personal detail of the employees. If the Manager Warehousing Complex 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 for any work relating to his contract. At the sole discretion of Manager, Warehousing Complex, he may prevent / permit the entry / exist of any labour and he 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 Warehousing Complex. On failure to comply with this stipulation by any employee of the service provider, the service provider shall be required to remove / terminate such employee(s) from services on receipt of a formal communication from the Manager, Warehousing Complex, or any officer acting on his behalf.

- c) 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 him. These charges shall be borne by the service provider. No reimbursement for such payments shall be claimed by the service provider from the corporation.
- d) All loaders / supervisors / employees of the service provider shall be required to sign the attendance register to be maintained by the service provider at the time to their reporting for duty and departure on the completion of day's work.
- e) 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 Warehousing Complex, at the time of their departure from the Warehousing Complex.
- f) The corporation shall provide general security for the premises. The service provider shall have to take care of the cargo within the premises and it is the responsibilities of the service provider for securing the cargo of all kind, before and after the customs examination till they are delivered to the concerned authority Importer / Exporter.
- g) The service provider may be required to work during such hours of the day as prescribed by the Manager, warehousing Complex. The duration of work or day may be fixed by the Manager, Warehousing Complex, for any length of time during the currency of its contract. The work shall be carried out in eight hourly shifts, round the clock depending upon the quantum of work.
- h) All operation covered under this contract shall be carried out by the service provider strictly under the directions of the Manager, ICP or any officer acting on his behalf. Each operation shall 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 Importers / Exporters / any other agency, the same will be passed on the service

provider. The decision of the Manager, Warehousing Complex, in this regard will be final and binding on the service provider.

- i) The service provider should be responsible to make good the losses for any delay in the work besides paying the penalty.
- j) The service provider shall also reimburse the cost to electricity on actual basis consume by them in connection with the carrying out the operation's by using machineries, equipment's etc, electricity operated.
- k) The Corporation depending upon the volume of work at its discretion may appoint one or more service provider either for all items of work or for specific item or work.
- l) The Cargo Terminal Complex is likely to operate 07 days a week and 12 hours each day and the service provider shall be bound to undertake the jobs on all days of week. The increase in No. of working hours would solely be at the discretion of the Manager, ICP and his decision in this regard would be final and binding.

XXI 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, Guwahati.

- a) As far as possible the rates of a new item of work or part work should be derived from the existing rate schedule should be acceptable to the service provider.
- b) However, if on any account, it is not possible to derive the rates from the existing schedule, the rate prevailing in the said Warehousing Complex or nearby Warehousing Complex would be applicable if the rates are ascertained by the Corporation as reasonable.
- c) If no such operations or its rates are available even in the nearby Warehousing Complex, Market rate would be ascertained by Corporation and paid for. In the absence of agreement being reached the decision of the Regional Manager, CWC, RO, Guwahati in this regard would be final and binding on the service provider, and non-settlement of the rates will not confer a right upon the service provider to refuse to carry out or render such services.

XXII CRITERIA FOR SELECTION OF LOWEST BIDDER

The actual **transaction handled** in the existing Integrated Check Post (ICP) at Agartala during **February' 2014 to January' 2016** is given at **APPENDIX-VI**.

Both categories of SOR items where transactions took place and where no transactions took place will be considered for the purpose of determining the lowest offer.

For calculation of price quotes, the rate quoted by bidder in Appendix I against SOR items, will be multiplied by the actual volume of work carried out for such item at ICP- Agartala from February,2014 to January, 2016 as given in Appendix-VI. For items of operation given in SOR (Price Bid) against which no transaction took place during the above said period a notional quantity of 100(hundred) bags/packages/Trucks will be taken in to account.

For the purpose of evaluation, the sum total of the values so arrived at will be considered for the purpose of ascertaining the L-1 Bidder.

REGIONAL MANAGER

Central Warehousing Corporation,
Regional Office, Guwahati,
39, Sapta Swahid Path Sarumotoria,
Dispur Guwahati-781006
Tel.No.0361-2229300 (RM)
Fax No.0361-2229301
E-mail: rmghy.cwhc@nic.in

**PRICE BID
SCHEDULE OF OPERATION**

Sl. No.	Description of Services	Rates in Indian Rupees (INR) (For net cargo weight)
A.	IMPORT OPERATION	
1.	Unloading of Import cargo/goods from Bangladeshi Trucks/Road vehicles into Import godown/open yard and their proper stacking/pilling in the designated area and inventory thereof as per clause XVIII-A.	<p>I) For bagged/package cargo(including Cement, fresh fish & other commodities)</p> <p>a) Weighing up to 20kg Rs._____ per bag/package</p> <p>b) Weighing above 20 kg up to 50 kg Rs._____ per bag/package</p> <p>c) Weighing above 50 kg up to 100 kg Rs._____ per bag/package</p> <p>d) Weighing above 100 kg up to 500 kg Rs._____ per bag/package/pallet.</p> <p>e) Weighing above 500 kg up to 1MT Rs._____ per bag/package/pallet.</p> <p>f) Weighing above 1MT up to 3MT Rs._____ per bag/package/pallet</p> <p>g) Weighing above 3MT up to 5MT Rs._____ per bag/package/pallet.</p> <p>h) Weighing above 5MT Rs. _____per /Pkg/pallet</p> <p>II) Loose Cargo Rs._____ per MT</p>
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 XVIII-A.	<p>I) For bagged/package cargo(including Cement, fresh fish & other commodities)</p> <p>a) Weighing up to 20kg Rs._____ per bag/package</p> <p>b) Weighing above 20 kg up to 50 kg Rs._____ per bag/package</p> <p>c) Weighing above 50 kg up to 100 kg Rs._____ per bag/package</p> <p>d) Weighing above 100 kg up to 500 kg Rs._____ per bag/package/pallet.</p>

		<p>e) Weighing above 500 kg up to 1MT Rs._____ per bag/package/pallet.</p> <p>f) Weighing above 1MT up to 3MT Rs._____ per bag/package/pallet</p> <p>g) Weighing above 3MT up to 5MT Rs._____ per bag/package/pallet.</p> <p>h) Weighing above 5MT Rs. _____per /Pkg/pallet</p> <p>II) Loose Cargo Rs._____ per MT</p>
B	EXPORT OPERATIONS	
1	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 XVIII-B(I).	<p>I) For bagged/package cargo(including Cement, fresh fish & other commodities)</p> <p>a) Weighing up to 20kg Rs._____ per bag/package</p> <p>b) Weighing above 20 kg up to 50 kg Rs._____ per bag/package</p> <p>c) Weighing above 50 kg up to 100 kg Rs._____ per bag/package</p> <p>d) Weighing above 100 kg up to 500 kg Rs._____ per bag/package/pallet.</p> <p>e) Weighing above 500 kg up to 1MT Rs._____ per bag/package/pallet.</p> <p>f) Weighing above 1MT up to 3MT Rs._____ per bag/package/pallet</p> <p>g) Weighing above 3MT up to 5MT Rs._____ per bag/package/pallet.</p> <p>h) Weighing above 5MT Rs. _____per /Pkg/pallet</p> <p>II) Loose Cargo Rs._____ per MT</p>
2	De- stacking of Export cargo/Goods for custom examination/clearance and loading into the trucks /Road vehicles and maintaining the inventory	<p>I) For bagged/package cargo(including Cement, fresh fish & other commodities)</p> <p>a) Weighing up to 20kg Rs._____ per bag/package</p> <p>b) Weighing above 20 kg up to 50 kg Rs._____ per bag/package</p> <p>c) Weighing above 50 kg up to 100 kg Rs._____ per</p>

	thereof as per clause XVIII-B(ii)	bag/package d) Weighing above 100 kg up to 500 kg Rs. _____ per bag/package/pallet. e) Weighing above 500 kg up to 1MT Rs. _____ per bag/package/pallet. f) Weighing above 1MT up to 3MT Rs. _____ per bag/package/pallet g) Weighing above 3MT up to 5MT Rs. _____ per bag/package/pallet. h) Weighing above 5MT Rs. _____ per /Pkg/pallet II) Loose Cargo Rs. _____ per MT
C	Shifting/movement of Cargo/goods from one place to another in the Cargo Complex/open yard as per clause XVIII-C.	i) Bagged/package cargo Rs. _____ per qtl. ii) Loose Cargo Rs. _____ per qtl

Note: Rate quoted shall be exclusive of service tax.(refer Para XV (d))

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 successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (Name of the service provider) (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CORPORATION proposes to appoint service provider for loading/unloading/handling of export/import cargo/materials/packages including containerized cargo and allied services at _____ and the BIDDER is willing to execute the items of work /Section as per schedule of work, the work order issued General conditions of the contract of CWC.

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

NOW, THEREFORE,

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

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

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

1. **Commitments of the Corporation**

- 1.1 The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the

contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

3. **Commitments of Bidders**

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

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

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

4. **Previous Transgression**

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

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

5. **Earnest Money/Security Deposit**

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. _____ (to be specified in NIT) as Earnest Money, with the CORPORATION through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of Regional Manager, Central Warehousing Corporation, Regional Office -----

5.2 Any other mode or through any other instrument (to be specified in the NIT).

5.3 The Earnest Money/Security Deposit and performance guarantee shall be valid for the period as per the relevant terms & condition of the contract

5.4 No interest shall be payable by the CORPORATION to the BIDDER on Earnest Money/Security Deposit/performance guarantee for the period of its currency and upto their validity.

6. **Sanctions for Violations**

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

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the

LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores/work such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation/rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the Corporation to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7 Fall Clause

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

8 Independent Monitor

8.1 The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors)

8.2 For this pact, in consultation with the Central Vigilance Commission _____ has been appointed.

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

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

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

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

8.7 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Corporation including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

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

9 **Facilitation of Investigation**

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

10 **Law and Place of Jurisdiction**

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

11 **Other Legal Actions**

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

12 **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend 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.

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

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

CORPORATION
Name of the Officer
Designation

BIDDER

Witness

1. _____ 1. _____

Witness

2. _____ 2. _____

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

Agreement for Item

This Agreement for execution of work executed at _____ this day of the _____ 200 by the Central Warehousing Corporation, New Delhi- 16 established under Warehousing Corporation Act, 1962 (hereinafter called 'the' Corporation) and M/S _____ a partnership firm from consisting of partners namely (i) _____ (ii) _____ (iii) _____/company registered under companies Act/individual carrying on business in the name and style of _____ (herein under called "Service provider" which term shall mean and include unless repugnant to the context his/ their executors. Administrators, legal and personal representatives Witness as follows:

WHEREAS the Corporation requires _____ to appoint service provider, at _____ and whereas the service provider has agreed to execute the items of work Section as per General Conditions of Contract and as per Quoted rates.

AND WHEREAS the service provider having agreed to execute the above referred items of works/ Section it is hereby agreed that the terms and conditions of the contract as enumerated in General Conditions of Contract (Broad Heading of which are given in the Index thereto) item of works/ section as per Schedule of work, the work order issued for the time being enforce shall form and integral part sole repository of the terms and conditions of this contract.

In witness where of the aforementioned parties to the contract have affixes their signatures.

Service Provider

For and on behalf of the Corporation

Witness & address

1.

2.

Witness & address

1.

2.

AGREEMENT

The Central Warehousing Corporation having agreed to grant the contract of Handling at Cargo Terminal, ICP -Agartala, (TRIPURA) and various allied operations in response to the submission of sealed tender by me / us on _____, to the Regional Manager, Central Warehousing Corporation, Regional Office, Guwahati. 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, Guwahati for appointment of service provider in respect of handling of import cargo/Export cargo, allied services and other incidental services etc, and also those of general condition of contract and its schedule 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, Regional Office, Guwahati at the rate as specified in the **Appendix -I** here to 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 at all stages, during the tenure of the contract. This agreement will remain in force for a period of **Three year** with effect from _____ or the date upto which the contract is extended.

I/We agree to accept payment of bills through e-payment system only.

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

WITNESS

1. Service Provider

2.

WITNESS

1. REGIONAL MANAGER

2.

APPENDIX-IV

ALL the respective bidders are expected to submit the undertaking for hand trolleys in the following format

(ON THE LETTER HEAD OF THE COMPANY/FIRM)

I/WE _____ am/are hereby agree to provide the 15 hand trolleys in good working condition for the purpose as mentioned in this tender document, within 30 days of award to work to me/us.

Date:

Signature

NAME

Designation of signing authority

Seal of the Company

APPENDIX – V

All the respective bidders are expected to submit their experience in the following format:

(ON THE LETTER HEAD OF THE COMPANY ISSUING THE CERTIFICATE)

This is certified that M/s_____ have/had worked as our handling and/or Transportation contractor. His services were found to be satisfactory.

The details of handling and/or Transportation work done by him/them during the previous ___ years have been as under:-

S.No.	Name of the Client/Customer Served	Nature of the work / contract executed	Contract period	Product handled	Volume of work handled in MT/TEU	Total value of work/ contract executed	Remarks

Date:

Signature

Name

Designation of Signing Authority

Seal of the company

APPENDIX- VI

THE ACTUAL TRANSACTIONS HANDLED IN THE EXISTING INTEGRATED CHECK POST (ICP) AT AGARTALA DURING FEBRUARY'2014 TO JANUARY'2016.

		Units				
Import operation item no A1 & A2		Bag/pac kage/Pal lets	MT	Truck	Basket	UNIT
I(a)	Weighing up to 20kg	1669144		2398		
I(b)	Weighing above 20 kg up to 50 kg	9397809		9734		
I(c)	Weighing above 50 kg up to 100 kg	210697		1476		
I(d)	Weighing above 100 kg up to 500 kg					
I(e)	Weighing above 500 kg up to 1MT					
I(f)	Weighing above 1MT up to 3MT		994.40	188		3216
I(g)	Weighing above 3MT up to 5MT		864.77	246		
I(h)	Weighing above 5MT		34513.03	12948	308772	2070
II	Loose Cargo		2077468.66	89282		
	Total transactions for Unloading and loading	11277650	2113840.86	116272	308772	5286
Export operation item no B1 & B2						
I(a)	Weighing up to 20kg					
I(b)	Weighing above 20 kg up to 50 kg					
I(c)	Weighing above 50 kg up to 100 kg					
I(d)	Weighing above 100 kg up to 500 kg					
I(e)	Weighing above 500 kg up to 1MT					
I(f)	Weighing above 1MT up to 3MT					
I(g)	Weighing above 3MT up to 5MT					
I(h)	Weighing above 5MT	1482	383.65	34		8692
II	Loose Cargo					
Operation C						
i	Bagged/packed cargo					
ii	Loose Cargo					

APPENDIX-VII

REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE NEGLIGENCE 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

UNDERTAKING TO BE SUBMITTED BY ALL THE TENDERERS



Recent Photograph of the tenderer

From (Full Name and Address of the tenderer)

To
The Regional Manager
Central Warehousing Corporation
Regional Office
Guwahati

1. I/we submit the E- Tender for appointment as service provider at ICP- Agartala from _____ to _____.
2. I have thoroughly examined and understood all the terms & conditions as contained in the Tender document, invitation to tender, Area Information to Tenderer and its annexure & appendix and agree to abide by them.
3. I agree to keep the offer open for acceptance upto and inclusive of _____ and to the extension of the said date by 15 days in case it is so decided by the Regional Manager. I/We shall be bound by communication of acceptance of the offer dispatched within the time. I/we also agree that if the date upto which the offer would remain open is declared a holiday for the Corporation the offer will remain open for acceptance till the next working day.
4. I do hereby declare that the entries made in the tender and Appendices/Annexures attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.
5. I hereby declare that my Firm/Company has not been blacklisted or otherwise debarred during the last five years as on date of NIT by the CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking or Limited company, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.

6. I hereby declare that no contract entered into by me, my Firm/Company with the CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking or Limited company before the expiry of the contract period at any point of time during the last five years.
7. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me/my firm/company/us with CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking or Limited company during the last five years.

I/We certify that all information furnished by me/us are correct and true and in the event that the information, if any, is found to be incorrect/untrue, the Central Warehousing Corporation shall have the right to take suitable action against me/us including disqualifying, termination or debarring or all, from future tender participation in CWC, without prejudice to any other rights that the Corporation may have under the Contract and Law.

(Signature of tenderer)