



केन्द्रीय भण्डारण निगम
(भारत सरकार का उपक्रम)
CENTRAL WAREHOUSING CORPORATION
(A Govt. of India Undertaking)
जन-जन के लिए भण्डारण/Warehousing for Everyone

[CWC RO-HYB0BUSS/173/2024-Commercial_HYB-MBNR\(T\)](#)

DT: 05-08-2024

TENDER NOTICE FOR TRANSPORTATION OF F.P. BALES

Tenders are invited from reputed transporters for Transportation of F.P. Cotton Bales from Pressing Factories located under Jurisdiction of CCI Mahabubnagar branch to any warehouse under CWC RO Hyderabad

Scope of work	Transportation work for receipt of FP Cotton Bales from various G&P mills under jurisdiction of CCI Mahabubnagar. To any Warehouse under CWC RO Hyderabad.	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on Website : www.tenderwizard.com/cwc , www.cwceprocure.com , www.cewacor.nic.in , www.tenderhome.com , www.cppp.gov.in	
Tender type	Open	
Schedule of E- Tender	Document downloading date and time	From 15.00 Hrs of 05-08-2024 up to 23.59 Hrs of 25-08-2024
	Last date and time of online bid submission	Upto 23.59 Hrs. on 26-08-2024
	Date and time of online technical bid opening	At 15.00 Hrs. on 27-08-2024
	Date and time of online price bid opening	Will be Intimated Later
	Date and time for pre bid meeting	14.08.2024 at 15.00 Hrs
Bid validity period	90(Ninety) days further extendable by 30(Thirty) Days from the date of Opening of Technical Bid shall be binding on the tenderers.	
Period of Contract	One year from the “Commencement of work”	
Cost of tender	₹ 1180/- (Rs. Eleven Hundred Eighty only) including GST(18%) to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office, Hyderabad Up to <u>23.59 Hrs.</u> of 25-08.2024 as per details given below under EMD column. In case of e-payment proof scanned copy of payment containing UTR No. to be uploaded with the technical bid.	

Processing fee of tender document	Rs. 885/- (Rs. Eight Hundred Eighty Five only) including GST(18%) to M/s <u>ITI</u> through e-payment through the portal www.cwceprocure.com (before uploading the tender) before 23.59 Hrs. of 25-08-2024
EMD	EMD of Rs. 50,000 for each Km slab , for first slab EMD to be paid through e-payment gateway, additional payment is to be deposited in the following bank account of CWC: Name of Beneficiary: CWC RO Hyderabad Account Account No. : 50100434193824 IFSC: HDFC0000467 Branch: HAUZ KHAS For successful bidders EMD will be converted into Security deposit.
Security Deposit	Rs. 50000/- for each Km slab should be submitted as SD by Successful bidder and in addition to 10% deduction from each bill towards security deposit.

OTHER DETAILS

- a *Bidder must upload scanned copies of documents as given in eligibility criteria at clause 3 of TENDER document in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then he / they himself / themselves would disqualify for future participation in the TENDERS of Central Warehousing Corporation works for the next 05 (Five) years.*
- b Bidders who wish to participate in the TENDER will have to procure valid digital certificate of **Authorized Signatory as per Information Technology Act, 2000**. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.
- c **DOWNLOADING OF TENDER DOCUMENT:** - The TENDER document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website. www.tenderwizard.com/cwc, www.cwceprocure.com, www.cewacor.nic.in, www.tenderhome.com and www.cppp.gov.in
- d **SUBMISSION OF TENDER:-** Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out-rightly rejected. *Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification his technical bid is liable to be rejected. Tenderers are requested to visit clause 10.1 to 10.3 of TENDER document for detailed instructions.*

- e Tenderer is required to submit Appendix I,II,III,IV along with the TENDER along with documents required under eligibility criteria. He shall sign and stamp each page of the TENDER Document as token of acceptance and as part of contract in the event of award of contract to him.
- f Bidders who wish to participate in online TENDER have to register with the website through the “new user registration” link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
- g In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
- h Bidders who wish to participate in TENDER need to fill data in pre-defined forms of Technical Bid, Price Bid in Excel format only.
- i After filling data in pre-defined forms, bidder’s needs to click on final submission link to submit their encrypted bid.
- j The TENDER are to be submitted containing Technical Bid and Financial bid. Financial bid will be opened for qualified bidders only.
- k Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the TENDER.
- l No definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation. No claim shall lie against corporation on this count.
- m The Central Warehousing Corporation reserves the right to accept / reject the TENDERS without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.
- n NIT is the part of TENDER Document and therefore bidders are requested to read the complete TENDER document and to comply all the conditions mentioned therein.
- o If the day fixed for opening of TENDER is subsequently declared a holiday, the TENDERS will be opened on the next working day following the Holiday but there will be no change in the time for opening indicated above.
- p TENDERS to remain open for acceptance for 90 days inclusive of date of TENDER opening (technical bid).
- q The Regional Manager, CWC, RO HYDERABAD may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenderers.
- r Any clarification regarding online participation, the bidder can contact: -
M/s ITI, New Delhi For assistance, may call following help line numbers: 011-49424365
Email id- cwceproc@etenderwizard.com

Regional Manager

TERMS AND CONDITIONS

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

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

I. Information about tenderers :

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

II. Uploading/Signing of TENDER:

Person or persons uploading/signing the bid shall be Authorized signatory . The bid should be uploaded by the authorized signatory under his own digital signature.

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

Step 1: Technical Evaluation based on documents submitted.

Step 2: Financial Evaluation based on financial bid submitted.

1. The rate quoted should be on per bale basis including unloading charges, and all other expenses, inclusive of all taxes, excluding loading at factory & GST.
2. The contract will be effective till one year from the date of issue of the confirmation letter.
3. Once rates are finalized no escalation in the rates will be accepted during the contracted period for any reason and no extra charges will be paid by the Corporation on account of detention of the trucks.
4. The party has to enclose **EMD of Rs.50000/- for each** centre separately by way of Electronic Fund Transfer/Digital mode of payment should be made such as BHIM, UPI, (UPI/BHIM-UPI QR Code) and RTGS/NEFT to below at point no 6.

Example If a bidder wished to participate for 5 slabs then EMD for first slab i.e ₹ 50000 Has to be paid through tenderwizard portal and balance EMD for 4 Slabs i.e $4 \times 50000 = 2,00,000$ to be paid as online transfer to bank account mentioned at point no 6

5. Electronic Fund transfer will be valid subject to confirmation of realization” along with the tender. MSE firms are exempted for EMD on production of valid MSE certificates; however security deposit of Rs 50000/- for each center separately has to be deposited in branch office by successful bidders before signing of agreement. No interest will be paid on EMD & Security Deposit. EMD & Security Deposit will be refunded after satisfactory completion of work.

6. For Making Online payments bidders can deposit amount in below bank account details:-
Name of Beneficiary: CWC RO Hyderabad Account
Account No. : 50100434193824
IFSC: HDFC0000467
Branch: HAUZ KHAS
7. Adequate vehicles should be placed on day to day basis according to corporation's requirement. Transporter should be able to place extra vehicles also, instantly in case of demand.
8. The transporter will have to transport the bales within 24 hours from the intimation and in case of failure the corporation will arrange the work through other transporters at its discretion and the difference of rate/ loss/damage/over heads if any sustained will be recovered from the transporter in addition to the fore feiting the EMD & SD.
9. The tenders will be considered of the transporter having own fleet of minimum 2 vehicles (Trucks/Lorry). (Xerox copies of R.C. Book should be enclosed)
10. The transporter will ensure proper safety of the goods being transported in good condition in neat and clean vehicle. In case of any incidents to or tendering to lead to any loss or damage transporter will make it good to the corporation, as decided by the Corporation.
11. The transporter should ensure and obtain a copy of Aadhar card and driving licence as well as details of active /valid mobile no. of drivers of the trucks supplied for transportation of CCI FP bales and the same should be made available as and when required by CWC/any government authority in case of any exigency. The transporters may preferably supply trucks installed with GPS tracking system.
12. The transporter is responsible for any complication because of excess/ short loading.
13. The transit loss if any observed shall be deducted proportionately.
14. Bales should be loaded lot-wise and no intermixing of lots will be allowed.
15. All statutory deductions such as Income Tax, Surcharges etc., will be deducted from the bills at the prevailing rates as per Income Tax Act. 1961 under section 194(C).
16. In transit the bales will have to be covered with tarpaulins and proper protection of stock should be taken by the Transporter.
17. The vehicle should be clean and the vehicles carrying coal, cement, chemicals etc., which cause damage to Cotton should not be used.
18. If any damage caused due to transportation of bales, then the recovery will be made from concerned transporter as determined by the Corporation.
19. In case of any accident or eventuality during the transit the same should be informed to concerned CWC WAREHOUSE MANAGER immediately, besides completing the formalities of lodging F.I.R. with police, investigation report, arrangement of Fire Brigade report and photographs etc., The transporter will be responsible for submitting copies of F.I.R. fire brigade report etc., wherever necessary. Without preliminary survey truck/ salvage should not be removed.
20. The bills accompanied with gate pass, L.R.& E-way bill copy along with acknowledgment of goods received in good condition from concerned Godown In-Charge & other supporting documents duly acknowledged by Center In-Charge should be submitted to Warehouse for settlement of bills. 10% amount of the bill will be deducted towards security deposit along

with Income Tax and other taxes if any applicable from time to time. 10% security deposit shall be refunded on satisfactory completion of work during the contracted period.

However, no interest will be paid on security deposit. Satisfactory completion certificate to be obtained from concerned Center In-Charge.

21. The payment will be made through e-payment (RTGS/NEFT etc.).
22. The transporter should contact Centre Incharge, and concerned Warehouse Manager on daily basis for ascertaining the requirement of vehicles.
23. During the season transporter should transport the bursted /damaged bales from godowns to factory and after repressing the repressed bales should be transported to godowns as per finalized, per bale basis rate, by the same transporter.
24. In case if the damage is caused during transportation, the same shall be re-pressed and transported on account of transporter. The Transporter shall ensure that only fully pressed, covered, neat and clean bales are loaded into the truck.
25. GST E-Way Bill, for movement of CCI's stock, will be generated by the transporters as per GST act & provisions. If any liability arises to the CWC due to non-generated / wrong generation of e-way bill, it will be recovered from the transporter.
26. Godown locations may be included depending on availability and actual engagement of godowns.
27. The Corporation reserves the right to accept/reject any tender. In case of non acceptance of tender, the tenderer can seek information for the reason of non acceptance from the branch office of the corporation.
28. Mere submission of the tender form does not entitle any contractor to be engaged by the CWC. The Corporation is not bound to allocate minimum work to the tenderer.
29. Transporter must give undertaking that if TDS is not applicable, he is having less than 10 vehicles along with copy of PAN card.
30. The transporter must attached copy of PAN and GST No. (if applicable). The certified copies of all the certificates must be attached with technical Bid.
31. If a tenderer quotes nil/zero charges consideration, the tender bid shall be treated as irresponsive and will not be considered.
32. The successful Transporter will have to enter into a agreement before commencement of work.
33. Penalty clause: If contractor fail to perform contract partially or fully, then CWC shall have right to penalize the Transporter/contractor including blacklisting for up to next two cottonseasons.
34. The Transporter shall obtain worker's Insurance policy with the Insurance Company and pay the premium and shall not claim any amount from the Corporation. The Transporter/contractor shall pay compensation if any in case of accidents and Corporation will not be responsible.
35. In case of any legal suit filed against the Corporation by any workmen, the Corporation is authorized to recover the loss/expenses if any from the Transporter/contractor.

36. Tenderers who have been blacklisted or otherwise debarred by any Department of Central or State Government/Public Sector Undertaking/Institutions will be ineligible. Tenderers should submit self-declaration that tenderer is not banned/restricted business dealing with any Department of Central or State Government/Public Sector Undertaking/Institutions.
37. During the process of transportation of FP bales from CCI center to Godown for storage purpose, first (1st) weighment is done at the center level/factory level by the factory/CCI center in charge. After that, at the time of unloading of FP bales at Godown, a second (2nd) weighment of Gross – Tare – Net weight of FP bales is to be done by the transporter at nearby weighbridge and the weighment slip should be compulsorily attached with the bill along with e-way bill, LR copy, etc. Any abnormal difference between 1st weight and 2nd weight should be immediately brought to the notice of the Warehouse Manager and center incharge of CCI by the transporter. The weighment cost should be included in the transportation rates at the time of submitting the tender.
38. Selection of L-1 Bidder: L-1 will be decided based on the lowest rate received for each Kms slab
39. If any bidder quotes less rate for next distance slab then that bidder will be treated as L-1 bidder for all distance slabs below quoted slabs.
40. “Margin of Purchase Preference under MSE” means the maximum extent to which the price quoted by a MSE Bidder may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 15%, subject to price match quoted by L1 bidder.
41. If any dispute arises this contract will have jurisdiction of Delhi only
42. Dispute Resolution
43. Any dispute, disagreement, claim or other difference arising out of or in connection with this Contract (a “Dispute”) shall be resolved in accordance with Clause 45.2 (Dispute Resolution).
44. In case, the Parties are unable to resolve any Dispute through amicable resolution, either Party shall be entitled to refer such Dispute to arbitration by serving notice on the other Party
45. The Parties agree that the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996 of India (or any statutory modification or re-enactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be at DELHI.
46. The arbitral proceedings in respect of a particular dispute shall commence on the date on which the arbitrator call upon the party to file its claim.
47. The Contractor shall be obliged to continue to provide the Service(s) to the Corporation under the Contract or the Scope of Work, during the arbitration proceedings and no payment due or payable to the Contractor (except payment in dispute) shall be withheld on account of such proceedings.
48. The cost of arbitral proceedings shall be borne by the party/parties in the discretion of the sole arbitrator.
49. The arbitration award shall be a reasoned award. The same shall be final and binding on the Parties. The right to refer any Dispute to arbitration pursuant to this Clause 45.2 (Dispute Resolution) shall survive the expiry or termination of the Contract.

50. The Contractor shall submit the monthly bill(s) to the Corporation on or before the 7th day of the month mandatorily digitally signed through Bill Tracking System (BTS), detailing the amounts payable to the Contractor under this Contract in respect of the preceding month. It is to note here that No bills submitted other than through Bill Tracking System (BTS) shall be accepted. On written request of the Contractor, CWC may at its sole discretion, permit submission of bills beyond the prescribed period however, such period shall not exceed 21 days from the prescribed period.

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

DECLARATION

Appendix I

I/We hereby undertake to abide by all the above terms and conditions of the tender supplied by the Corporation and a copy annexed herewith duly signed. **The rates quoted are per bale basis including unloading charges and all other expenses, inclusive of all taxes, excluding loading at factory & GST.**

I/We agree with the above Terms and Conditions.

**Name & Signature of the
Tenderer With Seal**

DATE:
PLACE:

Witness: 1.

Name of the Witness:
& full address

2.

Name of the Witness:
& full address

CHECK LIST FOR TENDERERS

- 1** **Whether copy of PAN card Xerox is enclosed(Name mentioned in PAN No. should correlate with Transport Co/Proprietor/partner of firm .) : YES/NO**

- 2** **Whether copy of GST registration Certificate is enclosed(if applicable) : YES /NO**

- 3** **In case of partnership / Firm then firm registration with registrar of Firms is enclosed : YES /NO**

- 4** **Whether proof of payment or Acknowledgement copy of onlinepayment for EMD of Rs for each centre (Not applicable for MSE) : YES /NO**

- 5** **Whether Acknowledgement copy of online payment for tender form cost of Rs 1180 Inclusive GST is enclosed (Not applicable for MSE) : YES /NO**

- 6** **Self-declaration that tenderer is not blacklisted by any Department of Central or State Government/Public Sector Undertaking/Institutions. : YES /NO**

- 7** **Submission of precontract integrity Pact : YES /NO**

- 8** **MSE Bidder : YES/NO**

- **To be uploaded along with technical bid**

THE CENTRAL WAREHOUSEING CORPORATION
REGIONAL OFFICE : HYDERABAD
Appendix II (TECHNICAL BID)

Tender No. _____
Last date of submission : _____ upto 3.00 PM
Date of opening of Tender : _____ upto 3:30 PM

Tender form for Transportation of FP bales for the cotton season 2024-25

01. Name and full postal address of the Transporter with Telephone Number/ & Email Address :
02. Number of Kms slabs applied :
03. PAN No. (copy should be enclosed) (Name mentioned in the PAN No. should Correlate with either Transport Co /proprietor / partner of firm) :
04. GST No. (copy should be enclosed, if applicable) :
- a) Name of the proprietor
In case of firm,
05. b) Name of Partner & No. of Partners :
c) Registration No. & Date (Copy of registration correlated Authority/Registrar of companies) :
06. Office Address :
07. Name and address of the local person responsible to contact with telephone no. :
08. Whether the contractor is registered as MSE (if Yes, Pls. attach concerned valid certificate) (In MSE certificate should be relevant to nature of work of tender) Yes/ No
9. If MSE under SC/ ST category (if Yes, Pls. attach concerned valid certificate) Yes/ No
10. If MSE is under women entrepreneur category (if Yes, Pls. attach concerned valid certificate) Yes/ No
11. Whether the contractor is under startup category. (if Yes, Pls. attach concerned valid certificate) Yes/ No

12. Details of EMD: (₹ 50,000 per centre)

EMD of ₹.....for each Kms slab

UTR/TRANSACTION NO. _____ Date _____
(Enclose Acknowledgement copy of online payment for EMD)

13. Cost of Tender :-

UTR/TRANSACTION NO. _____ Date _____
(Enclose Acknowledgement copy of online payment for tender cost)

14. Whether Transportation work of the CCI was done last three years

If yes, furnish details : 2020-21 2021-22 2022-23

15. Details of Bank Account of the bidder:

Name of account holder : _____ Account No. _____
Name of the Bank _____, Branch Name _____ IFSC Code _____

Note: In case any particulars are not furnished in the form the application is liable to be rejected. Further the corporation will be at liberty to cancel the tenders submitted at its discretion for any reason and call fresh Tenders. And the party will have no right of any nature to dispute or raise any objection to the said acts.

Name & Signature of Tenderer with seal

Place:

Date:

- To be filled , scanned and uploaded along technical bid

(On Letter Head of the Tenderer)

SELF DECLARATION

Undertaking pertaining to Disqualification conditions

1.	Whether your firm or any of its partner/company had been blacklisted by CWC or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid ?	Yes/no
2.	Whether any of your contract was terminated due to your fault before expiry of Contract period by CWC or any department of Central or State Government or any other Public Sector Undertaking during the last Five years as on the last date of submission of bid ?	Yes/no
3.	Whether proprietor / any of the partners of the Bidder firm / any of the Director of the Bidder company have been, at any time, convicted by a court, for an offence. Note: If the convicted person is acquitted by a decision of Court, the Bidder will be eligible to indicate "NO" in this checklist.	Yes/no

Note- 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 Bidder disqualified.

Name & Signature of the Tenderer with seal

Date:

Place:

FINANCIAL BID

**F.P.BALES TRANSPORTATION FROM PRESSING LOCATION TO VARIOUS
GODOWNS of CWC FOR THE COTTON SEASON 2024-25**

**RATE PER BALE (INCLDING UNLOADING CHARGES AND ALL OTHER EXPENSES
INCLUSIVE OF ALL TAXES EXCLUDING LOADING AT FACTORY AND GST)**

From :

To
The Regional Manager,
Central Warehousing Corporation
Hyderabad.

Dear Sir,

Sub: Tender for transportation of F.P. Cotton Bales for the season 2024-25-reg.

With reference to your tender notice dated, we hereby submit our rates for transportation of F.P. Cotton Bales from any Ginning/ Pressing factories at any centers to any godowns under CCI Mahabubnagar as per the details shown below:

No.of Kms slabs applied : _____

From Any Ginning/ Pressing mill to any warehouse under CWC Storing CCI Mahabubnagar Stocks	1	2	3	4	5	6	7	8	9	10	11	12
	Upto 5.99 kms	From 6 kms upto 10.99 kms	From 11 kms upto 15.99 kms	From 16 kms upto 20.99 kms	From 21 kms upto 25.99 kms	From 26 kms upto 30.99 kms	From 31 kms upto 35.99 kms	From 36 kms upto 40.99 kms	From 41 kms upto 45.99 kms	From 46 kms upto 50.99 kms	From 51 kms upto 60.99 kms	From 61 kms upto 70.99 kms
	13	14	15	16	17	18	19	20	21	22	23	24
	From 71 kms upto 80.99 kms	From 81 kms upto 90.99 kms	From 91 kms upto 100.99 kms	From 101 kms upto 120.99 kms	From 121 kms upto 140.99 kms	From 141 kms upto 160.99 kms	From 161 kms upto 200.99 kms	From 201 kms upto 250.99 kms	From 251 kms upto 300.99 kms	From 301 kms upto 350.99 kms	From 351 kms upto 400.99 kms	From 401 kms upto 450 kms

To be filled in provided Excel format and uploaded as price bid

Signature of the Tenderer with seal

Date:

Place:

AGREEMENT FOR ENGAGING TRANSPORTATION WORK OF F.P. BALES

An Agreement made at _____ this _____ day of _____ (Year) between **Central Warehousing Corporation**, a Government of India Undertaking, established under the Warehousing Corporation Act, 1962, having its Regional Office at Warehousing Sadan, Behind Gandhi Bhavan, Nampally, Hyderabad and having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi- 110016 (Herein after for brevity's sake called the "Corporation" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) OF THE FIRST PART AND

_____ TRANSPORTER _____
(hereinafter for brevity's sake called "The transporter" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) being represented by its owner as well as by representative if any, of the SECOND PART.

WHEREAS the transporter, known by the name of-----is owned/ is leased/ is licensed by----- (owner's name) to----- (Lessee/Licensee's name).

AND WHEREAS the transporter has offered to do the work of Bales transportation for the Corporation during the cotton season 2024-25 on contract.

AND WHEREAS the Corporation has accepted the offer on the terms and conditions contained herein.

The transporter agrees to transport the F.P. Bales from Pressing factories to Godowns engaged by the Corporation at the following rates.

From Any Ginning/ Pressing mill to any warehouse under CCI Mahabubnagar	1	2	3	4	5	6	7	8	9	10	11	12
	Upto 5.99 kms	From 6 kms upto 10.99 kms	From 11 kms upto 15.99 kms	From 16 kms upto 20.99 kms	From 21 kms upto 25.99 kms	From 26 kms upto 30.99 kms	From 31 kms upto 35.99 kms	From 36 kms upto 40.99 kms	From 41 kms upto 45.99 kms	From 46 kms upto 50.99 kms	From 51 kms upto 60.99 kms	From 61 kms upto 70.99 kms
	13	14	15	16	17	18	19	20	21	22	23	24
	From 71 kms upto 80.99 kms	From 81 kms upto 90.99 kms	From 91 kms upto 100.99 kms	From 101 kms upto 120.99 kms	From 121 kms upto 140.99 kms	From 141 kms upto 160.99 kms	From 161 kms upto 200.99 kms	From 201 kms upto 250.99 kms	From 251 kms upto 300.99 kms	From 301 kms upto 350.99 kms	From 351 kms upto 400.99 kms	From 401 kms upto 450 kms

1. The above rates are including unloading charges, and all other expenses, inclusive of all taxes, excluding loading at factory & GST.
2. No escalation in rates during the contracted period on any ground.
3. The transporter will have to place adequate vehicles on day –to- day basis according to Corporation’s requirement. Transporter should be able to place extra vehicles also, instantly in case of demand. The transporter shall compensate the Corporation in the event of any delay in work due to transporter on account of supply of insufficient vehicles/or any other reason/s.
4. Transporter will have to transport Bales immediately on Centre Incharge /Concerned Warehouse Manager’s Communication/ Pressing Factory. In case of failure, the corporation will arrange the work through other transporters at its discretion and the loss/ damage/over heads if any will be recovered from the transporter besides forfeiture of EMD.
5. While transporting the F.P. bales proper care should be taken for safety and no damage should occur during transit. In case of any incidents to or tendering to lead to any loss or damage (including damage to quality/packing of goods), transporter will make it good to the Corporation as decided by the corporation.
6. The transporter is responsible for any complication because of excess/ short loading.
7. The transit loss if any observed shall be deducted from the transporters payment proportionately.

8. In Case if the damage is caused during transportation, the same shall be re-pressed and transported on account of transporter. The transporter shall ensure that only fully pressed, covered, neat and clean bales are loaded into the truck.
9. In transit the proper protection of stock including full coverage by tarpaulins should be taken by transporter.
10. The vehicle should be fully insured, clean and the vehicles carrying coal, cement, chemicals etc. which cause damage to bales should not be used.
11. In case of any accident or eventuality during the transit the same should be informed to Concerned Warehouse Manager /concerned center in charge immediately, besides completing the formalities of lodging F.I.R. with police, investigation report, arrangement of Fire Brigade report and photographs etc., The transporter will be responsible for submitting copies of F.I.R. fire brigade report etc., wherever necessary. Without preliminary survey truck/ salvage should not be removed.
12. The transporter will have to contact Centre In charges on day-to-day basis for requirement of vehicles.
13. The bills accompanied with gate pass, L.R.& E-way bill copy along with acknowledgment of goods received in good condition from concerned Godown In-Charge & other supporting documents duly acknowledged by Center In-Charge should be submitted to Branch Office for settlement of bills. 10% amount of the bill will be deducted towards security deposit along with Income Tax and other taxes if any applicable from time to time. 10% security deposit shall be refunded on satisfactory completion of work during the contracted period. However, no interest will be paid on security deposit. Satisfactory completion certificate to be obtained from concerned Center In-Charge.
14. The payment will be made through e payment (RTGS/NEFT etc.).
15. This agreement does not bind the Corporation to offer the whole or any part of its transportation work to the transporter. The Corporation May offer the work of transportation to the transporter at its own convenience on the basis of circumstances prevailing and the transporter shall have no right to claim work from the corporation.
16. During the season transporter should transport any brusted/damaged bales from godowns to factory and after repressing the repressed bales should transported to godowns as per finalized, per bale basis rate, by the same transporter.
17. The Corporation reserves the right to withdraw its transportation work or terminate this agreement without assigning any reason.
18. GST E-way bill, for movement of Corporation stock, will be generated by the transporter as per GST act & provisions. If any liability arises to the Corporation due to non- generation/wrong generation of e-way bill, it will be recovered from the transporter.
19. All statutory deductions such as Income Tax, Surcharges etc., will be deducted from the bills at the prevailing rates as per Income Tax Act. 1961 under section 194(C).

20. Penalty clause: If contractor fail to perform contract partially or fully, then CCI shall have right to penalize the Transporter/contractor including blacklisting for up to next two cotton seasons.
21. Bales should be loaded lot-wise and no intermixing of lots will be allowed.
22. The Transporter shall obtain worker's Insurance policy with the Insurance Company and pay the premium and shall not claim any amount from the Corporation. The Transporter/contractor shall pay compensation if any in case of accidents and Corporation will not be responsible.
23. In case of any legal suit filed against the Corporation by any workmen, the Corporation is authorized to recover the loss/expenses if any from the Transporter/contractor.
24. The Transporter is a company/ partnership/ Proprietary/ Joint Family concern copies of documents evidencing this are annexed hereto.

This agreement is being executed by Shri ----- on behalf of the transporter on the strength of a power of attorney executed a resolution passed on -----
----- . A copy of the power of attorney/resolution is also annexed to this agreement.

The transportation agreement shall be valid for cotton season 2024-25 i.e. up to 30-09-2025 and there shall be no escalation/Revision of rate during the season.

In case of any dispute or difference arising out of or in relation to this agreement, the same will be referred to arbitration of an Arbitrator (other than an employee of the Corporation) to be appointed by the Branch Manager of the Corporation and whose decision shall be final and binding upon the parties hereto. The arbitration will be governed by the provisions of the Arbitration & Conciliation Act, 1996.

This Agreement shall be subject to Jurisdiction of Courts of Hyderabad only.

SIGNED SEALED AND DELIVERED FOR and on behalf of the within named: -
THE COTTON CORPORATION OF INDIA LIMITED.,

Shri.....Signature.....

Duly authorized in that behalf in the presence of :

.....(Transporter)

by Shri.....(Owner)

Signature

Duly authorized in that behalf in the presence of:

WITNESSES:

(1) Name : _____

Address : _____

(2) Name : _____

Address :

Appendix V

FORMAT OF PRE CONTRACT INTEGRITY PACT

(On Stamp paper of appropriate value)

Dated : MM/DD/YYYY

General

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

WHEREAS the CORPORATION proposes to appoint contractor 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-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

[2] In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the

CORPORATION the proceedings under the contract would not be stalled.

[3] Commitments of BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

[4] Previous Transgression

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

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

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

[5.1] The CORPORATION will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

[6] Fall Clause

[6.1] 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.

[7] Independent Monitor

[7.1] The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission, New Delhi.

[7.2] The CORPORATION has appointed Sh. Sudhanshu Sekhara Mishra, Email – ssmishra099999@gmail.com , Mob 0978389875 as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

[7.3] 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.

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

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

[7.6] 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.

[7.7] 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.

[7.8] 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.

[7.9] 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.

[8] 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.

[9] Law and Place of Jurisdiction

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

[10] 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.

[11] Validity

[11.1] 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.

[11.2] 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.

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

Corporation	Bidder
Name of the Officer:-	Name of Authorized Signatory:-
Signature	Signature
Signature & Stamp: -	Signature & Stamp: -
Signature and Name of Witness 1	Signature and Name of Witness 1
Signature and Name of Witness 2	Signature and Name of Witness 2