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Azadi Ka
Amrit Mahotsav



केन्द्रीय भण्डारण निगम
(भारत सरकार का उपक्रम)

CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

जन-जन के लिए भण्डारण/Warehousing for Everyone



भूतल कुटुम्ब
BEE BARTS - ONE FAMILY - ONE FUTURE



No. CWC/RO-CNI/BUSI/HANDLING-CCI/2024

Dated: 08.08.2024

**TENDER NOTICE FOR HANDLING OF FULLY PRESSED COTTON
BALES**

Central Warehousing Corporation, Regional Office Chennai invites e-Tenders from reputed Job Work Contractors for handling various works relating to Fully Pressed Cotton Bales like Carrying, Stacking, De-stacking, Weighment, Sample cutting etc of M/s CCI and for handling the miscellaneous items like Tarpaulins, Grey cloth, Jute Twine and Lint boundaries in various godowns located in various districts in the state of Tamil Nadu.

| | | |
|-----------------------|---|--|
| Scope of work | Job Work Contract for handling various works relating to Fully Pressed Cotton Bales like Carrying, Stacking, De-stacking, Weighment, Sample cutting etc and for handling the miscellaneous items like Tarpaulins, Grey cloth, Jute Twine and Lint boundaries in various godowns located in various districts in the state of Tamil Nadu. | |
| 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 08.08.2024 up to 23.59 Hrs of 15.08.2024 |
| | Last date and time of online bid submission | Upto 15.00 Hrs. on 16.08.2024 |
| | Date and time of online technical bid opening | At 15.30 Hrs. on 16.08.2024 |
| | Date and time of online price bid opening | Will be Intimated Later |
| | Date and time for pre bid meeting | 12.08.2024 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 date of issue of the confirmation letter. | |
| 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, CHENNAI up to 23.59 Hrs. of 01-08-2024 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 tenderdocument | 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 28-07-2024 |
| EMD | EMD of Rs. 20,000/- for each Godown Location , for first godown EMD to be paid through e-payment gateway, additional payment is to be deposited in the following bank account of CWC: ACCOUNT NAME: REGIONAL MANAGER, CENTRAL WAREHOUSING CORPORATION, CHENNAI Account No.: 4389002100009585 IFSC: PUNB0438900 Branch: NANDANAM <ul style="list-style-type: none"> • For successful bidders EMD will be converted into Security deposit. • MSE and startup firms are exempted from tender fees and EMD on production of valid MSE /startup certificate. |
| Security Deposit | Rs. 20,000/- for each godown should be submitted as SD by Successful bidder and in addition to 10% deduction from each bill towards security deposit. |

OTHER DETAILS

- 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.*
- 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.
- 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
- 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.*

- e 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.
- f In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
- g Bidders who wish to participate in TENDER need to fill data in pre-defined forms of Technical Bid, Price Bid in Excel format only.
- h After filling data in pre-defined forms, bidder’s needs to click on final submission link to submit their encrypted bid.
- i The TENDER are to be submitted containing Technical Bid and Financial bid. Financial bid will be opened for **technically qualified bidders only.**
- j 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.
- k 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.
- l 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.
- m 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.
- n 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.
- o TENDERS to remain open for acceptance for 90 days inclusive of date of TENDER opening (technical bid).
- p The Regional Manager, CWC, RO CHENNAI 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.
- q 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 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 treated as 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
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.
4. The job contractor may submit only one technical bid irrespective of number of godown location for which tender is submitted. Financial bid contains all godown location where contract has to fill rates for each godown they wish to apply.
5. All columns in the tender form should be filled in clearly and legibly. Tender form found as incomplete in any respect, is liable to be rejected.
6. The Contractor having legal dispute continuing /pending with the Cotton Corporation of India Ltd as well due payable by the Contractor is not eligible to participate.
7. The party has to enclose **EMD of Rs. 20,000/- for each** godown 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 9.
Example: If a bidder wished to participate for 5 locations then EMD for first location i.e ₹ 20000 has to be paid through tender wizard portal and balance EMD for 4 locations i.e 4 X 20000 =80,000 to be paid as online transfer to bank account mentioned at point no 9.
8. 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 20,000/- for each godowns separately has to be deposited

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.

9. For Making Online payments bidders can deposit amount in below bank account details:-

ACCOUNT NAME:

REGIONAL MANAGER, CENTRAL WAREHOUSING CORPORATION, CHENNAI

Account No.: 4389002100009585

IFSC: PUNB0438900

Branch: NANDANAM

10. The Contractor shall abide by all terms & conditions prescribed by the Central Warehousing Corporation Regional Office Chennai. The Contractor also agree to abide by all Rules, Acts, Provisions for employing laborers to do the work related to FP bales as per Minimum wages Act, Provision of Provident Fund Act, Payment of wages Act, provisions relating to employing children & women, workmen compensation Act, Bonus Act, Shops and Establishment Act, Factories Act and all other rules and acts not specified hereunto. Violation of any such rules will invoke penal action on the contractor as per laws.
11. The applicant must have P.F Code No, PAN No and GST No. The certified copies of all the Certificates must be attached with Technical Bid.
12. The Contractor has to submit the certified copy of the Challan to CWC every Month, establishing payment of P.F deposited with P.F Department. In case of non-payment / less payment of P.F, the contractor will be wholly responsible for all liabilities due to P.F Dept.
13. The rates once finalized will be inclusive of any probable increase that may be made by the Government in Minimum wages Act and contractor shall not demand any proportionate increase or revision in the finalized rates till the period under the agreement is completed.
14. Other things being equal and meeting the requirements of the Corporation, preference will be given to tenderer who has quoted the lowest Job work rates. However, rates shall not be the sole criteria for appointment of contractors and other factors like quality of work by the contractor and having clean track record and no pending disputes with CWC and past performance etc., shall also be considered.
15. Corporation will consider appointing such contractors those who have required infrastructure.
16. The bills accompanied with all supporting documents, P.F. Challan etc. Duly acknowledged by Godown Incharge and should be submitted to Warehouse Manager
17. 10% deduction will be made from bills submitted by the Job work contractor as security deposit which will be released at the end of the season on satisfactory completion of work by Job work contractor. However, no interest will be paid on such security deposit.
18. The rates once finalized shall be valid till **the completion of the contract period** and may be extended by the corporation for a further period if necessary.
19. The Job work contractor shall compensate the corporation in the event of any delay in work on account of insufficient number of labourers supplied by the contractor. In this regard, the decision of the Regional Manager/ Warehouse Manager shall be final & binding on the contractor.
20. In case of any dispute on any terms interpretation etc. the decision of the Regional Manager, Chennai shall be final and binding on both the parties.
21. The rates quoted by the party should inclusive of all but excluding GST.
22. All statutory deductions such as Income Tax, GST, TDS Surcharges etc., will be deducted from the bills at the prevailing rates as per Income Tax Act 1961, GST Provision.
23. The contractor will ensure proper safety of the goods/stock of Corporation. The contractor shall undertake to compensate the corporation for any loss arising out of willful act of the contractor /

labours or cause any kind of damage to the corporation's property. Also, contractor will be penalized for any kind of mishandling of Corporation's stock resulting in damage to quality/packing as determined by Corporation

24. The contractor shall obtain worker's Insurance policy with the Insurance Company and pay the premium and shall not claim any amount from the Corporation. The contractor shall pay compensation if any in case of accidents and Corporation will not be responsible.
25. 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 contractor.
26. Whenever the labour department demands to furnish the records or documents pertaining to labourers, the contractor shall produce the same to their best satisfaction.
27. The Job Work Contractor will raise bill and forward it through concerned Warehouse Manager to Regional Office on monthly basis latest by 5th of every month.
28. The Loss sustained by the Corporation due to the negligence / non supply of labour by the concerned contractor, Corporation shall carry out the work through other contractor and loss if any suffered by the Corporation shall be recovered from the bills / EMD's / Security Deposits of original contractor. Such contractor shall be debarred for doing business with Corporation for the next two cotton seasons.
29. The job Contractor shall ensure to provide sweeper as and when required by CWC for cleanliness of godown. The Job Contractor shall ensure that Godown is cleaned after loading/sample cutting/unloading work etc.

1. Eligibility criteria for qualify: -

- i) The tenderer must enclose payment proof of requisite amount of EMD and tender fees.
- ii) The tenderer must have Provident fund Number allotted by P.F. department.
- iii) The tenderer must have PAN allotted by Income tax department.
- iv) The tenderer must have GST No.

30. The name of the proposed godowns are as under:

| Sr. No. | Name of the Proposed Godowns | Location |
|----------------|-------------------------------------|-----------------------------------|
| 1 | CWC/ TNWC/ COOP/PVT | Coimbatore District |
| 2 | CWC/ TNWC/ COOP/PVT | Erode District |
| 3 | CWC/ TNWC/ COOP/PVT | Tirupur District |
| 4 | CWC/ TNWC/ COOP/PVT | Madurai District |
| 5 | CWC/ TNWC/ COOP/PVT | Virudhunagar District |
| 6 | CWC/ TNWC/ COOP/PVT | Trichy District |
| 7 | CWC/ TNWC/ COOP/PVT | Dindigul District |
| 8 | CWC/ TNWC/ COOP/PVT | Salem District |
| 9 | CWC/ TNWC/ COOP/PVT | Theni District |
| 10 | CWC/ TNWC/ COOP/PVT | Tuticorin District |
| 11 | CWC/ TNWC/ COOP/PVT | Perambalur District |
| 12 | CWC/ TNWC/ COOP/PVT | Dharmapuri District |
| 13 | CWC/ TNWC/ COOP/PVT | Ariyalur District |
| 14 | CWC/ TNWC/ COOP/PVT | Krishnagiri (Uthangarai) District |

Note: Separate tender should be submitted for each location

31. Corporation reserves its right to engage any number of contractors in one / all the Godowns depending upon the volume of work.
32. The successful contractor will have to enter into a contract before start of the work.
33. ~~If any dispute arises this contract will have jurisdiction of Chennai only.~~
34. ~~In case of any dispute arises out of this contract, will be referred to an Arbitrator (not an Employee of the Corporation) whose appointment will be made by the Competent Authority/ Regional Manager of the Corporation. The dispute shall be governed by Arbitration and Conciliation Act 1996. The decision is binding on both the parties.~~
35. Mere submission of the tender form does not entitle any Job contractor to be engaged by the Corporation. The Corporation reserves the right to accept or reject any tender without assigning any reason thereof.
36. In case the tenderer has any query about the tender/bid terms and conditions and/or tender/bid process, he may seek clarification from the Regional office Chennai. ~~Further, in case tender/bid is rejected tenderer may seek the reasons for rejection from Regional Office Chennai.~~
37. Job contractor should ensure the availability of adequate labourers as per requirement and the work should be completed on time.
38. The Job work Contractor shall ensure to provide adequate trollies for stacking & destacking of bales at CWC/SWC/RMC/Co-operative and any private Godown.
39. In case the L1 tenderer refuse to work at the rates quoted by him, such Job work tenderer shall be debarred for the next 2 cotton seasons. In addition work shall be carried out at Risk and Cost for the contractor.
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 tenderer quotes Zero/NIL, then the tender bid will be treated as unresponsive & the bid will not be considered.**
42. **The quoted rates will be accepted up to two decimals and the rest will be ignored.**

Name & Signature of the Job Contractor With Seal

Checklist for Tenderers:

- 1) **The tenderer must enclose UTR transaction acknowledgement copy requisite amount of Rs. 20,000/-**
- 2) **The tenderer must have Provident fund Number allotted by P.F. department.**
- 3) **Xerox copy of PAN No (Name of job contractor/firm and name on PAN should match)**
- 4) **Xerox copy of GST No (Name of job contractor/firm and name on GST should match)**

DECLARATION

I/We hereby undertake to abide by all the above terms and conditions of the tender supplied by the Corporation

Signature: _____

**Name & Seal of
the Contractor:** _____

Address Stamp:

PLACE:

DATE:

Witness: 1.

Name of the Witness: & full address
(Signature)

2.

Name of the Witness: & full address
(Signature)

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 ₹ 20,000 for each Godown Location (Not applicable for MSE) | : YES /NO |
| 5 | Whether Acknowledgement copy of online payment for tender form cost of ₹ 1180 Inclusive GST is enclosed (Not applicable for MSE) | : YES /NO |
| 6 | The tenderer must have Provident fund Number allotted by P.F. department. | : YES /NO |
| 7 | Submission of precontract integrity Pact | : YES /NO |
| 8 | MSE Bidder | : YES/NO |
| 9. | Whether Tenders are e submitted in the prescribed format in form of “Bid-I (TECHNICAL) and Bid-II (FINANCIAL)”. “Tender for transportation of F.P.Bales for the crop year 2024-25” | : YES/NO |
| 9. | AGREEMENT FOR ENGAGING HANDLING WORK OF F.P. BALES – Annexure I (Not filled but signed in all pages) | : YES /NO |
| 10. | Submission of precontract integrity Pact – Annexure II (Not filled but signed in all pages) | : YES /NO |
| | To be uploaded along with technical bid | |

**BID-I
(TECHNICAL BID)**

**CENTRAL WAREHOUSEING CORPORATION REGIONAL OFFICE
CHENNAI**

**TENDER FORM FOR JOB WORK AT GODOWN FOR COTTON
SEASON 2024-25**

Tender Form No: _____

Tender Form Date: _____

Last date of submission : _____ upto 3.00 PM

Date of opening of Tender : _____ upto 3:30 PM

Technical bid for Job work at Godown for Cotton Season 2024-25

| | | | |
|-----|--|--|--|
| 01. | Name of Job contractor with Telephone Number/ & EmailAddress | : | |
| 02. | Father's Name (if individual) | : | |
| 03. | Full postal address for communication With email id and tel. no. | | |
| 04. | Name of godown/ godowns for which tender Is submitted | | |
| 05. | Details of EMD (EMD of Rs 20,000/- for each Godown premises) | UTR/TRANSATION NO. _____ (Enclose Acknowledgement copy of online payment for EMD) | |
| 06. | Cost of Tender | UTR/TRANSATION NO. _____ (Enclose Acknowledgement copy of online payment for tender cost) | |
| 07. | Details of Provident Fund code No. (Copy of certificate from Competent Authority to be submitted) | | |
| 08. | Income Tax PAN No. (Xerox copy to be submitted) | | |
| 09. | GST Registration No. (Xerox copy to be submitted) | | |
| 10. | Permanent Address with tel. no. | | |
| 11. | Whether the contractor is registered as MSE (if Yes, Pls. attach concerned valid certificate) | YES/NO | |
| 12. | If MSME under SC/ ST category (if Yes, Pls. attach concerned valid certificate) | YES/NO | |
| 13. | If MSME is under women entrepreneur category (if Yes, Pls. attach concerned valid certificate) | YES/NO | |
| 14. | Whether the contractor is under Startup category. (if Yes, Pls. attach concerned valid certificate) | YES/NO | |

| | | |
|------------|--|--|
| 15. | Details of Bank Account Name of the account holder Bank Name Branch Name IFSC Code Account No | |
|------------|--|--|

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.

PLACE:

DATE:

Name & Signature of Job contractor with seal

- To be filled, scanned and uploaded along technical bid

BID-II (FINANCIAL BID)

(TO BE FILLED IN EXCEL FORMAT ONLY)

Central Warehousing Corporation, Regional office Chennai
TENDER FORM FOR JOB WORK AT CWC GODOWNS For COTTON
SEASON 2024-25

Name of the Contractor: _____.

Name of the Godown Location: _____

| 1. | Description of work | Unit | Quoted Rate per bale In Rs. | Weightage for each work |
|-----------|---|---------------|------------------------------------|--------------------------------|
| (i) | Rolling of bales at the time of receipt/ delivery | Per bale | | 25 |
| (ii) | Bales stacking charges | Per bale | | 35 |
| (iii) | Bales de-stacking charges | Per bale | | 25 |
| (iv) | Bales weighment charges | Per bale | | 1 |
| (v) | Sample cutting charges | Per bale | | 2 |
| (vi) | Unloading from truck or trolley and stacking of tarpaulins (including rolling)/ destacking and loading of tarpaulins in to truck or trolley (including rolling) | Per Tarpaulin | | 1 |
| (vii) | Unloading from truck or trolley and stacking of grey cloth bales (including rolling)/ destacking and loading of grey cloth bales in to truck or trolley (including rolling) | Per bale | | 1 |
| (viii) | Loading charges for FP Bales to Container Truck (For Exports) | Per bale | | 5 |
| (ix) | Loading charges for FP Bales to CCI/CCI Buyer | Per bale | | 5 |

N.B.: - Bidder Should fill rates against each godown location in excel document.

Note: L-1 will be decided on the basis of weighted average of all the above rates.

1. In case of point No. IV, if the bales are weighed in weighbridge, then the bale weighment charges will not be given.
2. L1 will be decided on the basis of weighted average of all the above rates. Rate should be mentioned for all the above items i.e. (i) to (ix), if rates are not quoted for one or more items, then such tender will not be considered.
3. If any tenderer quotes Zero/NIL, then the tender bid will be treated as unresponsive & the bid will not be considered.
4. The quoted rates will be accepted up to two decimals and the rest will be ignored. (For Calculation of L1 rate quoted for sample cutting charges will be divided by 50, and then weighted average rate will be calculated.)
5. The rates quoted by the party should be inclusive of all taxes excluding GST.

I agree to all the terms and conditions appended to the tender and declare to abide by the same. As provided in the terms, I shall sign the written agreement for execution of all job work assigned to me by the Corporation.

Date:

Place:

Note: Separate Financial Bid-II should be submitted for each location

Signature:

Name of the Contractor with Phone Number:

Address Stamp

AGREEMENT FOR ENGAGING HANDLING WORK OF F.P. BALES

An Agreement made at _____ this _____
No 4, North Avenue, Srinagar Colony, Saidapet, Chennai – 600 015. 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 A PROPRIETORSHIP FIRM / PARTNERSHIP / CO-OPERATIVE
SOCIETY M/s _____

_____ REPRESENTATED
BY IT
PROPRIETOR/PARTNER _____ JOB WORK
CONTRACTOR (HEREIN AFTER FOR BREVITY'S SAKE CALLED "THE JOB WORK
CONTRACTOR" WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE
CONTEXT OR MEANING THEREOF INCLUDE ITS SUCCESSORS AND ASSIGNS) OF
THE SECOND PART AND WHEREAS THE JOB WORKS CONTRACTOR HAS AGREED
TO DO THE WORK OF JOB WORK AT GODOWNS FOR THE CORPORATION DURING
THE COTTON SEASON 2024 -25 ON CONTRACT BASIS.

AND WHEREAS THE CORPORATION HAS ACCEPTED THE OFFER ON THE
TERMS & CONDITIONS CONTAINED AS FOLLOWS:-

I/ WE SHRI/M/S _____
CONTRACTOR TO DO THE JOB WORK, ACCORDING TO THE SPECIFICATION AND
SATISFACTION OF THE CORPORATION AT VARIOUS GODOWNS NOMINATED BY
CWC RO CHENNAI AT _____ OUR
PROVIDENT FUND CODE NO. _____ AND INCOME
TAX PAN NO. _____

TERMS & CONDITIONS:

1. The terms and conditions of Job work tender dated _____ are integral part of this agreement and shall be read as part of this agreement except herein below or otherwise amended or modified.
2. The rates for Job work are as per Annexure-A enclosed.
3. I/We, the Job work contractor agree to the deduction of 10% from every bill submitted by us towards security deposit which will be released at the end of the season on completion of work, satisfactorily. Completion certificate to be obtained from concerned Centre incharge. However, no interest will be paid on such security deposit.
4. I/We, also agree to abide by all terms & conditions mentioned in the tender dtd. _____ by the CWC, I/We, the Job contractor also agree to abide by all Rules, Acts, Provisions including minimum Wages Act, Payment of Wages Act, Provisions relating to employing children and women, workmen compensation Act, Provident Fund Act, Bonus Act, Shops and Establishment Act, Factories Act and all other rules and acts not specified hereunto. for employing laborers to do the work of handling of bales and Misc. Items such as Tarpaulins, Lint boundaries, Grey cloth and Jute twin etc.,
5. I/ We, agree to submit the certified copy of the P.F. Challan to ~~CCI~~ CWC every Month, establishing the payment of P.F. deposited with P.F Department. In case of non - payment / less payment of P.F., I / We will be wholly responsible for all liabilities due to P.F Department.
6. I / We, also give an undertaking that the CWC, will not be responsible for non-payment of any dues directly to the laborers and we shall be held responsible for making all legal and lawful payments to be made to the laborer and the rate mentioned above covers all such payments.
7. **The rate as per Annexure-A enclosed for kapas, bales and Misc. items such as tarpaulins, lint boundaries, Grey cloth and jute twin etc., handling work entrusted by the Corporation is valid for a period of twelve months from from the date of issue of the commencement letter.** In case of necessity, the Corporation may be extended by the corporation for a further period, if necessary, with the same rate and Terms and Conditions which is agreed by us.
8. Job contractor should ensure the availability of adequate labourers as per requirement and the work should be completed on time.
9. The Job work Contractor shall ensure to provide adequate trollies for stacking & destacking of bales at CWC/SWC/RMC/Co-operative Godown & any other private godown,
10. I / We, agree to sign all the legal documents, contracts and undertakings as prescribed by the Corporation in support of contracts to be entered into with us for the work, for which the quotations are submitted. All expenses / fees to be paid to the labour department/labour court for registration etc. Will be borne by me / us.
11. I / We, undertake to compensate the Corporation, in case of any delay in handling work on account of insufficient number of laborers supplied by me to do the Job work and quality

of work. In this regard the decision of Regional Manager/ Warehouse Manager, CWC is final & binding on me/ us.

12. I / We, agree that the Corporation is no way concerned in case of any increase in labour wages or any such increase due to amendment of any Government acts and I/We, shall not demand any proportionate increase or revision in the agreed rates till the completion of contract period, mentioned in Appendix – A.
13. In case of dispute, on any term's interpretation etc. the decision of the Regional Manager, CWC, shall be final and binding on both the parties.
14. The rates quoted by the party should be inclusive of all taxes excluding GST
15. All statutory deductions such as Income Tax etc. will be deducted from the bills (IT + SC+EC as applicable) as per Income Tax Act 1961.
16. I/We, the Job work contractor will ensure proper safety of the goods/stock of Corporation. The Job work contractor shall compensate the Corporation of any loss arising out of willful act of the Job work contractor/labours or cause any kind of damage to the Corporation's property. Also job work contractor will be penalized for any kind of mishandling of Corporation's stock resulting in damage to quality/packing as determined by the Corporation.
17. I/We agree to take worker's insurance policy with the Insurance Company by paying premium and we shall not claim any amount on account of this from the Corporation. Corporation is in no way responsible for any accident, during the contract period and I / we, will also not claim any compensation for the same from the Corporation.
18. I / We, undertake to indemnify the Corporation that in case of any legal suit, filed against the Corporation by any workmen, the Corporation is authorized to recover the same from me / us.
19. I / We, undertake to compensate Corporation any fine / penalty if any imposed by the State Government authorities for non-compliance of provisions of labour Laws Act, factory, shops and establishment act, provident fund Act, Minimum wages Act, Work men Compensation Act, Payment of Bonus Act, provisions relating to employing children and women etc., . I/We will be responsible for the same. Violation of any such rules will invoke penal action on the contractor as per laws.
20. In case of the loss sustained by the Corporation due to the negligence/non supply of labour by the concerned job work contractor, Corporation shall carry out the work through other job work contractor and loss if any suffered by the corporation shall be recovered from the bills/EMD/Security deposit of the original job work contractor. Such contractor shall be debarred for doing business with Corporation for the next two cotton seasons.
21. The job Contractor shall ensure to provide sweeper as and when required by CWC for cleanliness of godown. The Job Contractor shall ensure that Godown is cleaned after loading/sample cutting/unloading work etc.
22. Whenever labour department or any other Govt. Agencies demands to furnish the records or documents pertaining to laborers. I/We, undertake such responsibility to produce the same to the best satisfaction.

23. GOVERNING LAW AND JURISDICTION

23.1 General

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

23.2 Dispute Resolution

23.2.1 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 23.2 (Dispute Resolution).

23.2.2 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.

23.2.3 In cases where the claim amount is INR 50 Crores or less, the Arbitral Tribunal shall consist of a Sole Arbitrator, to be appointed mutually by both the parties.

23.2.4 In cases where the claim amount is in excess of INR 50 Crores, the Arbitral Tribunal shall consist of three members, one to be nominated each by a party and the presiding arbitrator to be appointed by the two nominated arbitrators.

23.2.5 The Parties agree that the arbitration proceedings shall be governed by the provisions of Page 59 of 132 the Arbitration and Conciliation Act 1996 of India (or any statutory modification or reenactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be at DELHI.

23.2.6 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.

23.2.7 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.

23.2.8 The cost of arbitral proceedings shall be borne by the party/parties in the discretion of the sole arbitrator.

23.2.9 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 23.2 (Dispute Resolution) shall survive the expiry or termination of the Contract

24. I / We the Job contractor undertake to submit "Clearance Certificate" of all the dues payable to P.F. Department in the year end before claiming the security deposit from the Corporation, If required.

25. I / We shall abide by terms and conditions mentioned above. If any Terms & Conditions violated by me / us, then the Corporation will have a right to cancel the contract after giving three days' notice and the Corporation will have the right to forfeit the security deposit & EMD lying with the Corporation.

26. The Corporation does not guarantee minimum work to the Contractor.

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

Place:

Date:

Signature of Job work contractor

with seal

Witness:-

Name & Address

| |
|----|
| 1. |
| |
| |
| |

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|----|
| 2. |
| |
| |
| |

(Signature)

(Signature)

Central Warehousing Corporation, Regional office Chennai**TENDER FORM FOR JOB WORK AT CWC GODOWNS For COTTON****SEASON 2024-25**

Name of the Contractor: _____.

Name of the Godown Location: _____

| 1. | Description of work | Unit | Quoted Rate per bale In Rs. | Weightage foreach work |
|--------|---|---------------|-----------------------------|------------------------|
| (i) | Rolling of bales at the time of receipt/ delivery | Per bale | | 25 |
| (ii) | Bales stacking charges | Per bale | | 35 |
| (iii) | Bales de-stacking charges | Per bale | | 25 |
| (iv) | Bales weighment charges | Per bale | | 1 |
| (v) | Sample cutting charges | Per bale | | 2 |
| (vi) | Unloading from truck or trolley and stacking of tarpaulins (including rolling)/ destacking and loading of tarpaulins in to truck or trolley (including rolling) | Per Tarpaulin | | 1 |
| (vii) | Unloading from truck or trolley and stacking of grey cloth bales (including rolling)/ destacking and loading of grey cloth bales in to truck or trolley (including rolling) | Per bale | | 1 |
| (viii) | Loading charges for FP Bales to Container Truck (For Exports) | Per bale | | 5 |
| (ix) | Loading charges for FP Bales to CCI/CCI Buyer | Per bale | | 5 |

Note: L-1 will be decided on the basis of weighted average of all the above rates.

- In case of point No. IV, if the bales are weighed in weighbridge, then the bale weighment charges will not be given.
- L1 will be decided on the basis of weighted average of all the above rates. Rate should be mentioned for all the above items i.e. (i) to (ix), if rates are not quoted for one or more items, then such tender will not be considered.
- If any tenderer quotes Zero/NIL, then the tender bid will be treated as unresponsive & the bid will not be considered.
- The quoted rates will be accepted up to two decimals and the rest will be ignored. (For Calculation of L1 rate quoted for sample cutting charges will be divided by 50, and then weighted average rate will be calculated.)
- The rates quoted by the party should be inclusive of all taxes excluding GST.

I agree to all the terms and conditions appended to the tender and declare to abide by the same. As provided in the terms, I shall sign the written agreement for execution of all job work assigned to me by the Corporation.

Date:

Place:

Note: Separate Financial Bid-II should be submitted for each location

Signature:

Name of the Contractor with Phone Number:

Address Stamp

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:- |
| Designation | Designation |
| 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 |