



CENTRAL WAREHOUSING CORPORATION
(A Govt. of India Undertaking)
Regional Office Lucknow



No.CWC/RO-Lucknow/Busi/HTC Empanelment/2024-25

Dated:21.12.2024

EMPANELMENT DOCUMENT

Expression of Interest for Empanelment
of Handling and/or Transportation
contractors by Central Warehousing
Corporation-GTA1

Regional Office : CWC RO, Vibhuti Khand, Gomti Nagar, Lucknow-226010
Phone Nos. : 0522-2720686
Email : emp-hnt.lukw@cewacor.nic.in
Website : www.cewacor.nic.in

1. Introduction:

1. Introduction

- 1.1. Central Warehousing Corporation (Hereinafter referred to as 'CWC') is a statutory body under the Ministry of Consumer Affairs, Food & Public Distribution, Government of India, which was established under the Warehousing Corporations Act, 1962. Its aim is to provide reliable, cost-effective, value-added, integrated warehousing and logistics solutions in a socially responsible and environment friendly manner. It is a public warehouse operator established by the Government of India in 1957 to provide logistics support to the agricultural sector. As a premier warehousing agency, CWC was operating 473 warehouses as on 30th September, 2023 with a total operational storage capacity of 101.52 lakh MT including 39 Custom Bonded Warehouses and 20 Container Freight Stations (CFSs)/ Inland Clearance Depots (ICDs), (ACCs). CWC also provides services in the area of clearing & forwarding, handling & transportation, disinfection, fumigation etc. It also offers consultancy services/training to different agencies for construction of warehousing infrastructure.
- 1.2. This policy seeks to promote empanelment of eligible handling &/or transportation contractors who are registered as GTA to fulfil the requirement of transportation of existing or potential clients of CWC in the shortest possible time.
- 1.3. To organize and arrange the handling &/or transportation services at the most competitive rates and in least possible time.

2. Objectives of the Policy:

- 2.1. The main objective and idea behind this policy for empanelment of Handling &/or transportation contractors is to have a readily available pool of qualified contractors, ensuring their immediate availability for rate acquisition through Government e-Marketplace (herein after referred to as 'GeM'). An effort to organize the handling &/or transportation services is being made vide this policy. Whenever there is a requirement for handling &/or transportation service from any client or party, the same may be made available in the least possible time to seize the business opportunity.
- 2.2. CWC plans to enlist/engage the services of Handling &/or Transport contractors (**Registered as Goods Transport Agencies-herein after GTA**) for the Handling & transportation of goods as per the work entrusted to CWC by its clients in order to fulfil the requirements of the clients with minimal response time.
- 2.3. The applications for empanelment shall be invited via email of CWC in a transparent manner. The list of the empaneled handling &/or transportation contractors will be uploaded on the CWC website.
- 2.4. The financial quote shall be invited via GeM Portal for handling and/or transportation services from the empaneled contractors whenever the work is expected to be entrusted to CWC by its clients during the period of empanelment. **The rates** for transportation shall be quoted as defined in the financial bid as and when called for. The transporter is required to submit his most competitive rates for various sectors as listed in financial bid sheet (FBS), and shall be inclusive of the following: -

- I. The quoted rates should be on F.O.T (Free on Truck/trailer) destination basis.
 - II. Road Tax, Entry Tax, Goods Tax, RTO Tax, toll charges as applicable and all other taxes / levies, surcharges that are / may be imposed during contract period by any Central / state/ municipal / local or other bodies.
 - III. All insurance and GPS charges.
 - IV. All incidental / miscellaneous expenses viz. parking etc., which are required to be incurred in order to discharge the contractual obligations, like multi-point delivery in a single Truck load etc.
 - V. PRICE VARIATION: The quoted rates shall remain firm during the contract period and no escalation will be granted on whatsoever ground, including among others, increase in the cost of spares/ tyres or levies etc.
 - VI. The prices quoted by the Bidders on GeM should be inclusive of all taxes & duties including GST (CGST & SGST/IGST).**
- 2.5. Valid period of empanelment shall be for 02 (Two) years from the date of execution of empanelment agreement. Further, after expiry of two years, if the policy continues, the applicant may re-apply for further empanelment. The empanelment can be further considered for extension by CWC on submission of updated eligibility documents for the relevant years.

3. Definitions:

- 3.1. The term “Applicant” shall mean and include an interested firm/Registered Company/LLP/Registered Partnership Firm/Sole Proprietorship/Public Sector Undertaking/Statutory body/Cooperative society which has submitted its proposal/application for the Empanelment as a handling &/or transportation contractor.
- 3.2. The term “Authorized signatory” shall mean the person authorized by bidding firm to submit/ sign the Bid documents.
- 3.3. The term ‘Contract’ shall mean the contract between Corporation and the Contractor;
- 3.4. The term ‘Contractor’ shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case maybe;
- 3.5. The term ‘Corporation’ and the Central Warehousing Corporation, wherever occur shall mean the Central Warehousing Corporation established under the Warehousing Corporation Act, 1962 and shall also include its Managing Director and its successor or successors and assigns, as the case maybe.
- 3.6. The term “Empanelment” shall mean and include onboarding of the qualified Handling &/or transportation contractors from whom rates can be obtained within a short span of time through GeM, whenever the work is expected to be entrusted to CWC by its clients. The empanelment shall not provide the guarantee for the work.
- 3.7. The term “Goods” shall mean and include food grain, Agri-produce, industrial and FMCG goods or any other such items stored/handled &/or transported on behalf of CWC’s depositors;

- 3.8. The term 'Godown'/'Warehouse' shall mean and include depots, godowns , warehouses already belonging to or under occupation of the CWC or may hereafter be constructed or acquired by it at any time and shall also mean and include open platform/plinths built or constructed for storage of food grains inside or outside the premises;
- 3.9. The term 'Managing Director' shall mean the Managing Director of the CWC;
- 3.10. The term 'Regional Manager' shall mean the Regional Manager of the CWC under whose administrative jurisdiction, the Central Warehouse/ Godowns falls. The term 'Regional Manager' shall also include the Warehouse Manager and every other officer authorized by him from time to time to execute contract on behalf of CWC;
- 3.11. The term 'road vehicles' wherever mentioned shall mean mechanically driven vehicles such as lorries etc., and shall exclude animal driven vehicles;
- 3.12. The term 'Services' shall mean the performance of any of the items of work enumerated in scope of work including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Regional Manager, or an officer acting on his behalf;
- 3.13. The term 'Handling &/or Transportation Contractor' shall mean and include the person or persons, firm or company who is involved in the business of Handling & transportation of goods from one place to another, including their heirs, executors, administrators, successors and their permitted assigns, as the case maybe;
- 3.14. The term 'Government E-Marketplace' or 'GeM' shall mean and include an online platform established by the Government of India for procurement of goods and services by various government agencies, departments, and public sector undertakings.
- 3.15. The term "Site" shall mean the operating site/ place of operation or other place where the Contractor is required and has agreed to perform the Services and/or any supporting activity in respect thereof;
- 3.16. A goods receipt (GR) is a document or process that confirms the receipt of goods or materials into a warehouse or stock:
- 3.17. A Goods Transport Agency (GTA) is defined as a company that transports goods by road and issues a consignment note. As per the Central Tax (Rate) notification dated 28/06/2017, a GTA essentially arranges the transportation of goods from one location to another.
- 3.18. Electronic Proof of Delivery (e-PoD) is a digital document that confirms the delivery of goods or services, and is used in the transportation, logistics, and supply chain industries. e-PoD is an electronic replacement for the traditional paper-based proof of delivery (P.O.D.) system
- 3.19. Lorry receipt (LR) is an important document that acknowledges the receipt of goods by a carrier (usually a lorry or truck) for transportation from one location to another.
- 3.20. LLPIN stands for Limited Liability Partnership Identification Number. It is a unique seven-digit number that is assigned to a Limited Liability Partnership (LLP) by the

Registrar of Companies. The LLPIN is mentioned on the Certificate of LLP registration.

3.21. A consignment note (CN) is a document that accompanies goods during transportation and contains details about the goods and the parties involved.

4. Eligibility Criteria and Process for Empanelment:

4.1. Eligibility Criteria

S.No.	Minimum Eligibility Criteria	Documents to be uploaded
1.	<p>(I) Grade – I, (Where Estimated value of proposed work is above Rs. 5.00 Crore)</p> <p>Work Experience and Experience Certificate: Applicant should have experience of Handling &/or Transportation of Containers /Cargo duly obtained from government organization or Private organization dealing in the field of Fertilizer, Foodgrains, Cement, Sugar, Coarse grains or any other commodity. The applicant should have successfully completed at least one single work of Rs. 1.75 Crore or above in any of the preceding five (05) years and the current year up to date of submission of Document.</p> <p><u>Note:</u></p> <p>1. <u>The year for the purpose of experience will be taken as Financial year (1st April to 31stMarch]. (TDS)</u></p> <p>(ii) Grade –II, (Where Estimated value of proposed work is above Rs. 1.00 Crore and up to 5.00 Crore)</p> <p>Work Experience and Experience Certificate: Applicant should have experience of Handling &/or Transportation of Containers /Cargo duly obtained from government organization or Private organization dealing in</p>	<p>Experience certificate in the proforma prescribed at Exhibit-2 (Provided below) shall be produced from the applicant's earlier customers under their signature and stamp stating proof of satisfactory completion of contract(s) besides duly certifying the nature of work, period of contract, and value of Handling &/or Transportation work.</p> <p><u>Remarks:</u> All certificates issued by concerned parties should contain at least above requisite information for considering their experience as per terms of Document.</p> <p>In case of certificates issued by the private company/party it should be supported by TDS certificate.</p>

the field of Fertilizer, Foodgrains, Cement, Sugar, Coarse grains or any other commodity. The applicant should have successfully completed at least one single work of **Rs. 35 Lakhs** during **any of the preceding five (05) years** and the current year up to date of submission of Document.

Note: The year for the purpose of experience will be taken as Financial year (1st April to 31st March]. (TDS)

(iii) Grade –III

Where Estimated value of proposed work is above Rs. 25 Lakhs and up to 1.00 Crore

Work Experience and Experience Certificate: Applicant should have experience of Handling &/or Transportation of Containers /Cargo duly obtained from government organization or Private organization dealing in the field of Fertilizer, Foodgrains, Cement, Sugar, Coarse grains or any other commodity. The applicant should have successfully completed at least one single work of **Rs. 8.75 Lakhs any of the preceding five (05) years** and the current year up to date of submission of Document.

Note: The year for the purpose of experience will be taken as financial year (1st April to 31st March]. (TDS)

(iv) Grade –IV

Where Estimated value of proposed work is below Rs. 25 Lakhs

Work Experience and Experience Certificate: Applicant should have experience of Handling &/or Transportation of Containers /Cargo duly obtained from government organization or Private organization dealing in

	<p>the field of Fertilizer, Foodgrains, Cement, Sugar, Coarse grains or any other commodity. The applicant should have successfully completed at least one single work of Rs. 4 Lakhs any of the preceding five (05) years and the current year up to date of submission of Document.</p> <p><u>Note: The year for the purpose of experience will be taken as Financial year (1st April to 31st March]. (TDS)</u></p>	
2.	<p>(i) Grade –I Where Estimated value of proposed work is above Rs. 5.00 Crore</p> <p>Turnover: The Applicant should have achieved the minimum average annual turnover of Rs. 1.5 Crore during previous three years.</p> <p>(ii) Grade –II Where Estimated value of proposed work is above Rs. 1.00 Crore and up to 5.00 Crore</p> <p>Turnover: The Applicant should have achieved the minimum average annual turnover of Rs. 30 Lakhs during previous three years.</p> <p>(iii) Grade –III Where Estimated value of proposed work is above Rs. 25 Lakhs and up to 1.00 Crore</p> <p>Turnover: The Applicant should have achieved the minimum average annual turnover of Rs. 7.50 Lakhs during previous three years.</p>	<p>The Applicant is required to upload the audited Balance Sheet and Statement of Profit & Loss A/c for the preceding three financial years along with the bid. The previous three financial years shall be calculated from the immediate preceding financial year of the current Financial Year during which the applicant is applying for empanelment.</p> <p>In case the Balance Sheets and Statement of Profit & Loss A/c for the immediately preceding financial year have not been prepared /audited, the accounts for the year previous to the preceding three financial years shall be uploaded.</p> <p>Where the Applicant is not under statutory obligation to get his Accounts audited, they may upload a certificate issued from a practicing Chartered Accountant certifying their Annual Turnover and Profit after Tax for the preceding three financial years.</p>

	<p>(iv) Grade –IV</p> <p>Where Estimated value of proposed work is below Rs. 25 Lakhs</p> <p>Turnover: The Applicant should have achieved the minimum average annual turnover of Rs. 4 Lakhs during previous three years.</p>	
4.	<p>a) Declaration on non-blacklisting</p> <p>b) Un-Conditional acceptance of the document's terms & conditions</p> <p>c) Declaration of Make in India (MII) Compliance</p> <p>d) General Details of the applicant</p> <p>e) PAN No. & GST No.</p> <p>f) Goods Transportation Agency ('GTA') Registration No.</p>	<p>Undertaking in this regard needs to be provided along with the Digital Signature/ink sign of authorized signatory as per the format provided at Exhibit-1.</p>
5.	<p>The Applicant must have a positive net worth based on the latest financial year for which the profit and loss account and balance sheet is submitted in the document.</p>	<p>The applicant is required to upload an declaration of their Net worth as per the format provided as Exhibit-3, which shall be duly certified by a practicing Chartered Accountant with valid UDIN on the basis of the latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the document.</p>
6.	<p>Authorized signatory</p>	<p>Power of Attorney in favour of Authorized signatory (ies) duly attested by Notary as per the format provided at Exhibit-4.</p> <p>OR/ AND</p> <p>True Certified Copy of Board Resolution in favour of Authorized Signatory/Person delegating the POA.</p> <p>Note: -</p> <p>The Clause "BID SUBMISSION AND AUTHORIZED SIGNATORY" may</p>

		<p>be referred for further details.</p> <p><i>(Format is for purpose of guidance only and deviation in the wording can be accepted.)</i></p>
7.	<p>Applicant should be either a;</p> <p>(1) Registered Company/LLP in India under Companies Act, 2013</p> <p>OR</p> <p>(2) <u>Registered</u> Partnership Firm</p> <p>OR</p> <p>(3) Sole Proprietorship</p> <p>OR</p> <p>(4) Public Sector Undertaking/Statutory body</p> <p>OR</p> <p>(5) Cooperative society OR</p> <p>(If the applicant is a partnership firm/LLP, there shall not be any re-constitution/revision of the partnership without the prior written consent of the Corporation)</p>	<p>1) <u>In case of Registered Company/PSU/ statutory body</u></p> <p>(i) Copy of Certificate of Incorporation (with CIN if applicable)</p> <p>(ii) Current list of Directors on letter head signed by authorized signatory.</p> <p>2) <u>In case of Partnership Firm</u></p> <p>(i) Copy of the partnership deed</p> <p>(ii) List of partners on letter head signed by authorized signatory.</p> <p>(iii) Copy of registration of Partnership deed.</p> <p>3) <u>In case of Sole Proprietorship</u></p> <p>Declaration of Sole Proprietorship as per the format provided at Exhibit-5 under the Digital Signature/ink sign of sole proprietor.</p> <p>4) <u>In case of a Limited liability Partnership</u></p> <p>(i) Copy of the Limited Liability Partnership Agreement</p> <p>(ii) Copy of the Certificate of Registration with LLPIN</p> <p>(iii) Current list of Partners on letter head signed by authorized signatory.</p> <p>-</p> <p>5) <u>In case of a Cooperative society</u></p> <p>(i) Bye-Laws of the Cooperative Society</p>

		Registered Cooperative Societies should furnish the proof of Registration with Registrar of Cooperative Societies or Taluk Cooperative Officer along with a resolution passed by the Society to participate in the document enquiry.
8.	Pre-Contract Integrity Pact	Exhibit-6: Pre-contract Integrity Pact along with the Digital Signature/ink sign of Authorized Signatory on each page of Exhibit – 6.
9.	GeM ID (seller)	Relevant document showing the GeM user ID. The applicant without the GeM user ID shall be outrightly disqualified.

Note :

1. Empaneled Contractors shall be categorized as under:

Category I –

- Having Work experience and Turn-over Certificate is as per Sr. no. 1(i) & Having Turnover as per Sr. no. 2(i)

Category II-

- Having Work experience and Turn-over Certificate is as per Sr. no. 1(ii) & Having Turnover as per Sr. no. 2(ii)

Category –III

- Having Work experience and Turn-over Certificate is as per Sr. no. 1(iii) & Having Turnover as per Sr. no. 2(iii)

Category-IV

- Having Work experience and Turn-over Certificate is as per Sr. no. 1(iv) & as per Sr. no. 2(iv)

2. Financial bids/Price Bid will only be called from the empaneled contractors who shall qualify the Eligibility criteria based on the estimated value of work, For example:

- For the work, wherein value of work is above Rs. 5.00 Crore – Category I contractors would be eligible.
- For the work, wherein value of work is above Rs. 1.00 Crore and up to 5.00 Crore – Category I & Category II contractors would be eligible.

- For the work, wherein value of work is above Rs. 25 Lakhs and up to 1.00 Crore – Category I, II & III contractors would be eligible.
- For the work, wherein value of work is below Rs. 25 Lakhs – Category I, II, III & IV contractors would be eligible.

4.2. Application & Process of Empanelment:

4.2.1. Submission of required document:

- i. The applicant shall submit the requisite documents (as per clause 4.1) via email, as mentioned below, for applying for the empanelment in a particular Region/State.
- ii. Submission Requirements: Interested transporters are required to submit the following:
 - a. EOI Application Form.
 - b. Company Profile:
 - a. Overview and history.
 - b. Details of completed and running contracts.
 - c. Financial Documentation:
 - a. Audited financial statements for the last three financial years.
 - b. Certificate from a chartered accountant verifying turnover and net worth.
 - d. Fleet Information:
 - a. Vehicle details, including ownership documents and certifications.
 - e. Certifications:
 - a. GST registration certificate.
 - b. Certificate of compliance under the "Carriage by Road Act, 2007.
- iii. A checklist as per **Exhibit-10** of documents should also be submitted along with the documents, duly numbered, signed and stamped/ digitally signed by the Authorized Signatory
- iv. The interested applicants shall apply for empanelment on the E-mail ID's cited below:

S. No.	Regional Office	States & UT	E-mail id
1.	Lucknow	Uttar Pradesh	emp-hnt.lukw@cewacor.nic.in

- v. The interested applicants must have GeM user ID of the seller and they shall submit their bids providing the GeM user ID of the seller as part of the technical document. The parties without GeM user ID shall be outrightly disqualified.
- vi. The empanelment of handling & /or transport contractors shall be a continuous process and any applicant desirous of being empaneled with CWC may apply at any given time during the validity of this policy, provided that such applicant is fulfilling the eligibility criteria as mentioned above in 4.1.
- vii. The empanelment process for a particular applicant shall be completed within a period of 10 working days from the date of receipt of documents on email (0900 Hrs. to 1800 Hrs.) and accordingly intimation either for clarification on grounds of deficiencies observed or acceptance shall be given via same email.

- viii. During the period when the application is being processed, the applicant shall not be considered for participation in any live tender provided by CWC.

4.2.2. Process of Evaluation:

- i. The Business Section in the Regional Office will process the documents provided with the email & put before the Standing Evaluation Committee (Hereinafter referred to as 'SEC') constituted by the Regional Manager. The SEC shall evaluate the documents and provided its reports with recommendations before the Competent Authority for empanelment or otherwise. In case of any shortfall in the documents, the same shall be sought from the applicant through email in a time bound manner.
- ii. The successful applicant shall be empaneled and Letter of Empanelment shall be issued & list of empaneled contractors shall be uploaded on the website along with the period of empanelment.
- iii. Any deficiency observed in the application received shall be intimated to applicant and applicant shall be free to complete the deficiencies so observed and intimated from CWC. On receipt of complete documents Letter of Empanelment shall be issued to the applicant.
- iv. The successful empanelment of Handling and/or Transport Contractor shall not mean guarantee of work. The Financial Bids shall be obtained from the empaneled contractors as per the availability of work intended to carry out by the Regional Manager. The Scope of work, special terms and conditions, SORs and agreement depending upon the operations to be carried out, shall be framed and put in the financial bid document clearly. The Financial Evaluation Criteria/methodology being adopted must be clearly mentioned in the document.
- v. The CWC shall be calling the rate quotes preferably through GeM portal only, under "HANDLING AND TRANSPORT ON LUMPSUM BASIS" services available on the GeM portal. Proper guidelines of GeM shall be followed while calling for Financial Bids.
- vi. Handling &/or Transportation Contractor empaneled by any Region shall be eligible to participate in any/all the Regions (if eligible and permissible by that region depending upon scope, nature and type of work) as per the for Financial Bid and shall not require to get empanelled itself in other Regions as well.

- 4.2.3 Financial bids shall be evaluated as per the process defined in clause 4.2.2. However, no technical criteria shall be kept for evaluation at that time. The appointed Handling &/or Transportation Contractor has to adhere to terms and conditions stipulated in this policy and the documents, special terms, agreement to be uploaded while obtaining the financial bid.

5. Blacklisting:

- 5.1. Applicants who have been blacklisted or otherwise debarred by CWC, Food Corporation of India (Hereinafter referred to as 'FCI') or any department of Central or State Government or any other Public Sector Undertaking, as on last date of submission of application/documents, shall be ineligible to apply for empanelment during the period of such blacklisting.

5.2. The Applicant's contract shall not have been terminated by CWC/FCI during the last five years as on last date of submission of application/documents.

5.3. If the proprietor/any of the partners of the applicant's firm/any of the Director of the applicant company have been, at any time, convicted by a court for any offence, such applicant shall be ineligible for empanelment under this policy.

6. Termination of Empanelment:

6.1. CWC may terminate the empanelment of any Handling &/or Transportation Contractor/applicant in the event of breach of any of the terms of this policy document or agreement, document floated at the time of seeking financial bid.

6.2. CWC may terminate the empanelment of any Handling &/or Transportation Contractor/applicant if they have submitted false information to CWC.

6.3. CWC may terminate the empanelment of any Handling &/or Transportation Contractor /applicant if they have been blacklisted by CWC/FCI or any other govt. agency, during the currency of the empanelment period.

7. Brief Scope of Work:

7.1. CWC from time-to-time shall invite the financial bids from empaneled transporters to transport the goods/cargo n containerized as well non containerized from. The source/destination details as well as other associated details of the transportation shall be mentioned thereon in the respective bid to be invited on GeM portal.

7.2. CWC does not commit itself to any particular quantum of work in each of the sector / destinations allotted to the transporter and the same is likely to vary from time to time. CWC shall not be bound by the estimated quantities as indicated in the tender document. The quantities mentioned in schedule of rates (SOR) under financial bid shall be purely indicative and are subject to change depending upon requirement.

7.3. CWC will not be responsible for any variations in the actual quantities transported during the period of contract against these indicated quantities and no compensation whatsoever will be payable to the transporter / transporters.

7.4. Transportation Services:

7.4.1. Provide a fleet of vehicles suitable for carrying various types of goods, including bulk, packaged commodities, and sensitive materials.

7.4.2. Ensure timely, safe, and efficient delivery of goods.

7.5. Fleet Requirements:

7.5.1. Availability of different vehicle types (e.g., trucks, trailers, containers) to meet diverse requirements.

7.5.2. Compliance with the "Carriage by Road Act, 2007" OR "Carriage by Road Rules, 2011 and any other Act/Rules /Regulations which may be introduced by Central/Sate /Union Territory regarding road transportation or other relevant rules.

7.5.3. The applicant should be a registered entity as per the “Carriage by Road Act, 2007” OR “Carriage by Road Rules, 2011” with latest amendments/ notifications. Bidder must submit certificate issued by Road/State Transport Office in this regard.

7.5.4. **Capacity and suitability of vehicles:** The details of same are given in **Exhibit-08**

7.6. Operational Standards:

7.6.1. It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.

7.6.2. Maintain operational transparency through GPS tracking and reporting.

7.6.3. Ensure adherence to safety and environmental norms.

7.6.4. Driver License & Aadhar Copy of Driver & Helper is to be provided along with contact number of Driver & Helper when indent for a vehicle is placed.

7.7. Legal Compliance:

7.7.1. Comply with applicable tax laws, including GST and E-Way Bill requirements.

7.8. Insurance:

7.8.1. It is advisable for transporter to have arrangements for insurance policy for transportation and for allied activities/risks, if any. CWC at times may require the rates inclusive of transit-insurance or rates exclusive of transit insurance as the case may be. The transit insurance requirements shall be mentioned at the time of calling for financial bids.

7.8.2. The Transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Transporter’s obligations under this contract.

7.8.3. CWC, however, will be recovering the value/claim of any damage that has arisen while the cargo was in the custody of the transporter from their bills/Security Deposit/BG etc., irrespective of whether insurance policy has been taken by transporter or not in case where the transit insurance is under the scope of transporter.

8. Category based on Fleet Strength, Haulage & Response Time:

- Ownership: The transporter must be in ownership of at least a total of 50 HCV (Heavy Commercial Vehicles) both close body trucks as well as tractor-trailers to meet CWC’s requirements.
- Regional/ National Permits: Transporters need to provide details of plying permits of owned vehicles. Transporters with 80 % or more of their fleet having National permits will be classified as “All India Transporters” and all other will be categorised as “Regional transporter”.

- Response Time: Depending on response time of vehicle placement from indent placed the transporter will be classified into category of “Swift” if 50% or more of their fleet can be mobilised on any given instance and time for any given location of India within 12 hours from placing of indent. All others will be categorised as normal.
- The empanelment will be carried out in two categories as follows:
 1. **Elite Category:** Transporters having ownership of more than 50 vehicles with 80 % or more All India Permit and under Swift category
 2. **Prime Category:** Transporters having ownership/ tie-up upto 50 vehicles with 80% or lower with pan India permit under normal category.

Category	Ownership	Permit	Response Time
Elite	>50 owned vehicles	80% or more of owned fleet with All India Permit	Swift
Prime	50 or < owned vehicles	Less than 80% of owned fleet with All India Permit	Normal

Note: Any time during the currency of empanelment, the applicant can upgrade their category from Prime to Elite by submitting suitable documents in support of same.

9. Penalties:

- 9.1. The applicability of penalties under various conditions has been elaborated at **Exhibit-09**.
- 9.2. WAIVER if any to the above penalties in deserving cases can be taken up on case-to-case basis if duly supported by documentary evidence. Decision of Competent Authority of CWC will be final and binding for consideration of waiver, if any.

10. General Terms & Conditions:

10.1. **Purchase Preference:**

- 10.1.1. Purchase preference to Micro & Small Enterprises (MSEs), Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time.
- 10.1.2. As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.

10.1.3. Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.

10.2. **Performance Security/EMD:** Guidelines regarding Performance Security/EMD shall be notified in each of the individual bid invitation based upon scope of the work.

10.3. **Relaxation of prior turnover and prior experience for Startups** (as defined in gazette notification no. D.1-33004/99 dated 18.02.2016 and 23.05.2017 of ministry of commerce and industry), as amended from time to time.

10.3.1. Prior turnover and prior experience as mentioned above in financial and technical criteria of BEC shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.

10.3.2. For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry and relaxation is to be given to the specific goods /jobs domain wherein they are registered for.

10.3.3. Wherever the “Certificate of Recognition” is stipulating the domain of startup, the domain of startup is be considered based “Certificate of Recognition” issued by Department of Promotion of Industry and Internal Trade (DPIIT). Startups having the “Certificate of Recognition” which do not mention Domain, in such case startups are also required to submit the documents for the same including the application submitted to DPIIT.

10.3.4. New startup “Certificate of Recognition” is stipulating “Industry” and “Sector” as domain of startup. Accordingly, “Industry” and “Sector” as domain of startups mentioned in certificate/ application (in case of old certificate which do not indicate domain) will be considered.

10.3.5. The above documents should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notary public with legible stamp.

10.3.6. Domain (i.e. Industry & Sector) of Startups for the instant tender shall be as under:

S. No.	Domain	
	Industry	Sector
1	Transportation & Storage	Freight & Logistics Services

10.4. **Procurement from an applicant which shares a land border with India:**

10.4.1. OM no. 7/10/2021-PPD(1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

10.4.2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

For details of competent authority refer to Annexure I of Order (Public Procurement no. 4) dated 23.02.2023.

- 10.4.3. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- 10.4.4. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India
- 10.4.5. Applicant from a country which shares a land border with India" for the purpose of this:
- 10.4.5.1. An entity incorporated, established or registered in such a country; or
- 10.4.5.2. A subsidiary of an entity incorporated, established or registered in such a country; or
- 10.4.5.3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- 10.4.5.4. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or
- 10.4.5.5. A natural person who is a citizen of such a country; or
- 10.4.5.6. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

10.5. BIDS FROM CONSORTIUM- NOT APPLICABLE

10.6. **ONE BID PER BIDDER:** An applicant shall submit only 'one [01] Bid' when called for the Bidding Process as single entity & not as a member of any consortium (as consortium bid is not allowed). An applicant who submits more than 'one [01] Bid' will be disqualified.

10.7. **Conflict of Interest:** I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company, is/are common/ not common (Strike off whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/ Director in other firm/Company who has also applied for pre- qualification against same advertisement, please mention the name of the Firm(s)/Company(ies). An undertaking for same as per **Exhibit-01** needs to be submitted.

10.8. **Site Visit:** Wherever desired the applicant is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for understanding scope of work, permissions, applicable. rules & regulations. The costs of visiting the site shall be borne by the Applicant. The applicant shall not be entitled to hold any claim against CWC for non-compliance due to lack of any kind of pre-requisite information.

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

10.10. **CORPORATION INFORMATION**

10.10.1. The Corporation shall provide the Corporation Information to the Contractor as specified in the Scope of Work. The Corporation makes no representation or warranty as to the accuracy or sufficiency of the Corporation Information.

10.10.2. The Contractor shall review the Corporation Information and shall promptly notify the Corporation of any inaccuracies, omissions, contradictions or ambiguities in the Corporation Information.

10.10.3. All Corporation Information shall at all times remain the exclusive property of the Corporation and shall be returned to the Corporation on completion of the Services or termination of the Contract, whichever is the earliest.

10.10.4. The Corporation Information may be updated or re-issued to the Contractor from time to time during the carrying out of the Services.

10.10.5. The Contractor shall not diverge from or change the requirements or parameters referred to in the Corporation Information or the Scope of Work without the prior written approval of the Corporation.

10.11. **Compliance with Corporation's Instructions:** Without prejudice to the foregoing provisions of this Clause, the Contractor shall comply with all safety instructions of the Corporation consistent with the provisions of the Contract including, without limitation, the safety instructions of any of the Corporation's other contractors.

10.12. **GST (CGST & SGST/ IGST):**

10.12.1. Bidders are required to update their GST registration details on GeM portal to enable evaluation of bids after considering ITC of GST, wherever applicable. However, evaluation bids will be based on the confirmations & documents submitted by the bidder in their bid irrespective of the status/evaluation on GeM portal. CWC's decision in this regard shall be final.

10.12.2. Bidders are required to mention the GST Registration No. in bids wherever GST (CGST & SGST/ IGST) is applicable.

10.12.3. Quoted prices should be inclusive of all taxes and duties, including GST (CGST & SGST or IGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST) lies with the Transporter only. Transporter providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per

rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Transporter with requisite details.

- 10.12.4. Payments to Transporter for claiming GST (CGST & SGST/ IGST) amount will be made provided the above formalities are fulfilled. Further, CWC may seek copies of challan and certificate from Chartered Accountant for deposit of GST(CGST&SGST/ IGST) collected from Owner.
- 10.12.5. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of CWC that the Transporter has not remitted the amount towards GST (CGST & SGST/ IGST) collected from CWC to the government exchequer, then, that Contactor shall be put under Holiday list of CWC for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on CWC.
- 10.12.6. In case of statutory variation in GST (CGST & SGST/ IGST), other than due to change in turnover, payable on the contract value during contract period, the Transporter shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 10.12.7. Beyond the contract period, in case CWC is not entitled for input tax credit of GST (CGST & SGST/ IGST), then any increase in the rate of GST (CGST & SGST/ IGST) beyond the contractual delivery period shall be to Transporter 's account whereas any decrease in the rate GST (CGST & SGST/ IGST) shall be passed on to the.
- 10.12.8. Beyond the contract period, in case CWC is entitled for input tax credit of GST (CGST & S GST/ IGST), then statutory variation in quoted GST (CGST & SGST/ IGST) on supply and on incidental services, shall be to CWC's account.
- 10.12.9. Claim for payment of GST (CGST & SGST/ IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/ IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

10.13. Where CWC is entitled to avail the input tax credit of GST (CGST & SGST/ IGST)-

- 10.13.1. CWC will reimburse the GST (CGST & SGST/ IGST) to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable CWC to claim input tax credit of GST (CGST & SGST/ IGST) paid. In case of any variation in the executed quantities, the amount on which the GST (CGST & SGST/ IGST) is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 10.13.2. The input tax credit of quoted GST (CGST & SGST/ IGST) shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 10.13.3. Where CWC is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/ IGST):-**

10.14. Where CWC is not entitled to avail/take the full input tax credit of GST (CGST & SGST/ IGST):-

10.14.1. CWC will reimburse **GST (CGST & SGST/ IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/ IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/ IGST)** is applicable will be modified on pro-rata basis.

10.14.2. The bids will be evaluated based on total price including quoted **GST (CGST & SGST/ IGST)**.

10.15. CWC will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/ IGST), if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

10.16. In case CWC is required to pay entire/certain portion of applicable GST (CGST & SGST/ IGST) and remaining portion, if any, is to be deposited by applicant directly as per GST (CGST & SGST/ IGST) laws, entire applicable rate/amount of GST (CGST & SGST/ IGST) to be considered by bidder in the Price bid/SOR.

10.17. Where CWC has the obligation to discharge GST (CGST & SGST/ IGST) liability under reverse charge mechanism and CWC has paid or is /liable to pay GST (CGST & SGST/ IGST) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to CWC or ITC with respect to such payments is not available to CWC for any reason which is not attributable to CWC, then CWC shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by CWC to Transporter.

10.18. Transporter shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable CWC to avail input credit of GST (CGST & SGST/ IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

10.19. If input tax credit is not available to CWC for any reason not attributable to CWC, then CWC shall not be obligated or liable to pay or reimburse GST (CGST & SGST/ IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/ IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by CWC in future to the Service Provider under this contract or under any other contract.

10.20. Anti-profiteering clause: As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider / supplier may note the

above and quote their prices accordingly.

10.21. In case the GST rating of Transporter on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by CWC. Further, in case rating of applicant is negative / black listed after award of work, then CWC shall not be obligated or liable to pay or reimburse GST to such Service Provider and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by CWC.

10.22. GST, as included by the bidder in Price bid / SOR, shall be deemed as final and binding for the purpose of bid evaluation

In case a bidder includes “zero” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.

In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, CWC shall place orders.

10.23. Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Service Provider, as per the provisions of the GST law / Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Transporter should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

10.24. **Confidentiality:** Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder.

10.25. **CONTACTING CWC DURING THE EVALUATION:** Canvassing whether directly or indirectly in connection with Tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection. From the time of bid submission to awarding the contract, no Bidder shall contact the Corporation on any matter relating to the submitted bid. If a Bidder needs to contact the Corporation for any reason relating to this tender and/ or its bid, it should do so only in writing electronically. Any effort by a Bidder to influence the Corporation during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected

as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

10.26. Change in constitution of Applicant/ Transporter:

- 10.26.1. Once the bid has been submitted, the constitution of the Partnership firm/LLP shall not be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from CWC and in any case the minimum eligibility criteria should not get vitiated.
- 10.26.2. The Empanelled Transporter shall not, during the currency of the contract, make any change in its constitution, without the prior approval of the Corporation.
- 10.26.3. The Transporter shall immediately notify to the Corporation in case of happening of an event that leads to an automatic change in its constitution. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.
- 10.26.4. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the CWC and the Bidder shall have no claims what-so-ever.
- 10.26.5. Any change in the constitution of Partnership firm after signing of empanelment agreement shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed.
- 10.26.6. Failure to observe this requirement shall be considered a breach of the terms & conditions liable for termination of the contract as mentioned in the document.
- 10.26.7. If any Partner/s withdraws from the firm after submitting bids for empanelment and before entering into agreement for empanelment, the offer shall be rejected. In case the applicant fails to inform CWC beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the terms & conditions making applicant liable for termination.

10.27. Verification Of Original Documents:

- 10.27.1. Corporation, at its discretion, may ask applicant to submit for verification the originals of all such documents whose scanned copies were submitted online along with the technical bid. The credential documents of financial and experience criteria shall also be got verified from the authority/ office who has issued such documents. If so decided, the photocopies of such self-certified documents and the credential documents verified from issuing office/ authority shall be kept in the records as part of the contract agreement.
- 10.27.2. If the applicant fails to provide such originals or in case of substantive discrepancies in such documents or it is found at any stage of tendering process that documents submitted in bid is/are fabricated/ tempered/ forged/ altered/

manipulated/ false then it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as non-responsive, bidder shall be disqualified and the evaluation of Bids shall proceed with the subsequent ranked offers.

10.27.3. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents or documents submitted in bid is/are fabricated/ tempered/ forged/ altered/ manipulated/ false if found even after placement of LOA or signing the contract or then Corporation reserves the right to terminate the contract, forfeit of EMD and encashment of Performance Security, whichever is available at the time of termination. In addition to above (disqualification of bidder or termination of contract as the case may be), other punitive actions shall also be taken to blacklist/debar the bidder from future participation in tenders of the Corporation for **next five years**.

10.28. CODE OF INTEGRITY:

10.28.1. Applicant should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts, failing which Corporation may consider the bid to be non-responsive & may reject the bids or to terminate the contract: -

10.28.1.1. "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

10.28.1.2. "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

10.28.1.3. "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Corporation, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

10.28.1.4. "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

10.29. **Obstructive practice:** materially impede the CWC's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding

the CWC's rights of audit or access to information.

10.30. Intellectual Property Rights and ownership:

- 10.30.1. All rights, title and interest in the successful applicant's provided services to Corporation and in any process followed by successful applicant for the provision of any services here under shall always vest in Corporation.
- 10.30.2. Copying of the software application data of CWC, if any accessed by successful bidder during their engagement with CWC, except for specified purposes, are expressly prohibited.
- 10.30.3. The successful applicant shall ensure that the documents, data, information etc. are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by CWC. The confidential information will be safeguarded and the shall take all necessary actions to protect Corporation and its customers, and Government of India's interest against misuse, loss, destruction, alterations or deletions thereof. Any violation of the same will be liable for action under the law, which shall entitle Corporation to claim damages from the apart from taking action under the appropriate law. This is an irrevocable condition and it will continue to be in force even if the agreement between the Corporation and is terminated.

10.31. VITIATION AND SETOFF:

- 10.31.1. VITIATION: - During the contract period, Corporation shall keep a check by comparing the total value of contract including the itemized rate quoted by bidder and quantity with all other bidder's total contract value, including the itemized rate quoted by them, to determine whether the contract is getting vitiating. In case, there is vitiating, then the vitiating amount shall be recovered from the successful bidder's bill/ BG.
- 10.31.2. SETOFF: Any sum of money due and payable to the contractor under this contract may be appropriated by the Corporation and set-off against any claim of the Corporation for the payment of any sum of money arising out of or under any other contract made by the contractor with the Corporation.

10.32. Representative:

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

10.32.2. **Applicants Representative:** The Applicant's Representative(s) shall act in full charge of the Services and shall have full authority to liaise with the Corporation's Representative to resolve all day to day matters which may arise between the Contractor and the Corporation. It shall be the duty of the Contractor and/or its Representative to be in regular contact with the offices of the Warehouse Manager or an officer acting on his behalf, so as to i) obtain information about the programme of arrivals at godown(s)/railhead(s) and dispatches to various recipients; ii) other godown activities; iii) to report the progress of loading/unloading/transport work, etc. and iv) to take appropriate instructions in respect of the Services to be performed under the Contract.

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

10.33. **Business Ethics:**

10.33.1. The Contractor shall at all times perform this Contract in a lawful manner consistent with the highest ethical standards and principles, including strict adherence to the Business Ethics. The Contractor shall not at any time enter into any arrangement with personnel, officers or agents of the Corporation or its employees, officers or representatives.

10.33.2. In conducting its business, Contractor shall not, at any time, either directly or indirectly, in the name of, on behalf of, or for the benefit of the Corporation, offer, pay, promise to pay, or authorize the payment of any money and/or gift, or offer, give, promise to give, or authorize the giving of anything of pecuniary value or otherwise to (a) any official, employee, agent, or representative of any government, or any government department, agency, or instrumentality thereof; (b) any political party or official thereof, or to any candidate, nominated or otherwise, for political office; or (c) any official, employee or agent of the Corporation; in each case for the purpose of influencing any act or decision of such official, employee, agent, party, or candidate or inducing such official, employee, agent, party, or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, agent, party, or candidate, or securing any improper advantage for or otherwise promoting the business interests of the Contractor in any way. Contractor shall require each of its directors, officers, employees, agents, consultants, subcontractors and suppliers to comply with the provisions of this clause.

10.33.3. In the event the Corporation believes that the Contractor is engaged in corrupt practices or is acting in contravention of the aforesaid provisions defined in this clause, during the existence of this Contract, Corporation shall have the right to take appropriate action, which may include the immediate termination of this Contract.

10.34. **Bribe, Commission, Gift etc.**

10.34.1. An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Transporter, or any of their agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the Corporation,

or any person on his or their behalf, for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the Transporter liable for termination of their Contract or any other Contract with the Corporation and the contractor shall be liable to reimburse the Corporation of any loss or damage resulting from such cancellation.

10.35. **Subletting:** The Transporter shall not sub-let any portion of the contract. The successful applicant shall not sublet, transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is stipulated in this contract, or any part thereof.

10.36. **Supervision:** Orders given to the transporter's agent shall be considered to have the same force as if they have been given to the Contractor himself. The Transporter shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to CWC to act in his stead.

The Transporter will have their office or their representative(s) to ensure speedy clearance of goods at all places. The Transporter must inform CWC in writing the name and addresses of such agents. Any delay on account of late clearance/ non-clearance will be subject to penalty clauses. In case of Sales Return due to transit related deficiencies, the defaulting transporter shall have to bear all costs arising out of consequential losses & risks.

10.37. **Labour & Workmen's Compensation:** The Transporter shall remain liable for the payment of all wages or other moneys to his workpeople or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time. In the employment of labours for the execution of the works the transporter shall comply without limitation, with all requirements of any applicable law relating to the employment of workmen or any subsequent modification or re-enactment thereof including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses, drinking water, food etc.

10.38. **Record keeping:** The Transporter shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify CWC from the consequences due to any inaccurate or faulty documentation on the part of the Transporter.

10.39. **Lien of Consignment:** The Transporter shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Transporter and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Transporter. **Decision of Competent Authority of CWC will be final and binding in case of such disputes, if any.**

10.40. It shall be the responsibility of the Transporter to ensure that the weight and volume of the goods loaded for consignment in the vehicle is within the permissible limits

prescribed by the RTO Registration book and the RTO rules and regulations prevailing in various states from time to time. The Transporter shall solely be responsible and bear the loss and damage, if suffered, by CWC on account of violation and / or breach of weight and volume limits prescribed in the RTO registration book. CWC shall not be liable to pay any detention or any other charges or hire charges in respect of those vehicles that do not conform to the specifications prescribed in the RTO registration book.

- 10.41. The Transporter's driver should satisfy themselves regarding the weights and quality at the time of collecting the goods from source warehouse. In the event of any shortfall in the number of bags, weight, package and quality is recorded at the destinations, necessary deductions will be made from the Transporter's bills or shall be recovered from Security Deposit / BG.
- 10.42. Applicable Deductions shall be made against the shortages mentioned in the acknowledgement provided by the consignee on GR / LR./ e-PoD.
- 10.43. **Audit:** The Contractor shall maintain proper and accurate records in relation to this Contract and shall provide copies of the same to the Corporation on request. The Corporation (or its appointed representative) shall have the right to audit the relevant books and accounts of the Contractor in relation to any amounts paid for by the Corporation under this Contract. Such audit right shall survive for a period of three (3) years following the expiry or termination of the Contract. Any incorrect payments and/or costs, damages or expenses for which the Contractor is liable to the Corporation under this Contract identified by such audit shall be adjusted between the Parties, as appropriate. The Contractor shall produce the required documents information and returns at such time and place as may be directed by the Corporation/Regional Manager.

11. Submission of Bills and Payment:

- 11.1. Transporter shall submit the bills on fortnightly basis to CWC i.e., bills from 1-15 shall be submitted on or after 16th and bills from 16th till month end shall be submitted on or after 1st day of succeeding month.
- 11.2. Payment of transportation bills will be made within 30 days from the date of receipt of complete and clear bills together with duly acknowledged Driver copy of GR / LR in original by the receiving warehouse / customer.
- 11.3. The Successful Bidder shall submit the bill(s) to the Corporation, mandatorily digitally signed through Bill Tracking System (BTS). It is to note here that No bills submitted other than through Bill Tracking System (BTS) shall be accepted.
- 11.4. In case of abnormal delay in submission of bill (i.e. more than 30 days from the due date of submission), the Successful Bidder 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 Corporation in this regard shall be final and binding on the Successful Bidder.
- 11.5. The supporting documents, as stipulated under the payment terms, shall also be required to be submitted along with the digitally signed invoice through Bill Tracking

System (BTS).

- 11.6. Additionally, The Successful Bidder shall submit the following information/ documents to the Corporation unless specifically exempted by the Corporation representative in writing:
- 11.7. Copy of the Permanent Account Number ('PAN') card issued by the Indian Tax authorities,
- 11.8. Certified copy of the Certificate issued by Indian Tax Authorities, enabling the Corporation to make payments to the Successful Bidder after deduction of such taxes as per prescribed rate(s) in the Certificate.
- 11.9. The Successful Bidder shall submit its bill(s) in the format prescribed as per GST Rules.
- 11.10. Any bill not complying with the provisions hereof will be returned by the Corporation to the Successful Bidder whereupon the Successful Bidder shall submit a rectified bill through Bill Tracking System (BTS). The Corporation shall make payment of such rectified.
- 11.11. No payment made by the Corporation shall be construed as acceptance in whole or in part of the performance by the Successful Bidder of any of its obligations under this Contract.
- 11.12. All items provided by the Successful Bidder under the provisions of this Tender terms that are expressly stated therein to be reimbursable by the Corporation shall be billed to the Corporation with detailed supporting documentation.
- 11.13. The Successful Bidder registered under GST (if applicable) shall ensure that the invoice to be raised upon the Corporation is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by Corporation.
- 11.14. The Corporation reserves the right to release the payment of GST amount (if applicable) only post matching of the invoices in the GSTN System.
- 11.15. This shall further be ensured by the Successful Bidder registered under GST (if applicable) that the invoice raised by Successful Bidder during a month is appropriately reported in the GST Returns of the said month.
- 11.16. GST or any other tax on input material or services used by Successful Bidder in respect of this contract shall be payable by the Successful Bidder and Central Warehousing Corporation will not entertain any claim whatsoever in this respect.

12. GOVERNING LAW, JURISDICTION AND RESOLUTION MECHANISM :

- 12.1. 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.

12.2. AMICABLE RESOLUTION

- 12.2.1. Any dispute, difference, or controversy of whatever nature howsoever arising under, out of, or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in sub-clause below.
- 12.2.2. A Joint Committee with an equal number of representatives (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s ABC (Successful Bidder) shall be constituted for the administration of the agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.
- 12.2.3. The Joint Committee comprising three authorized representatives including the Regional Manager of the concerned Regional Office of CWC and an equal number of authorized representatives of M/s ABC concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle-free operation so long as the overall structure of this agreement does not change.
- 12.2.4. In the event of any Dispute between the Parties, the other Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the M/s ABC or such persons nominated by them, for the time being for amicable settlement.
- 12.2.5. Upon such reference, the said two persons shall meet not later than 30 days from the date of such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 30 days of the such meeting between the said two persons, either party may refer the dispute to arbitration.

12.3. DISPUTE RESOLUTION WITH CPSEs/ GOVT ORGANZATIONS

Subject to amicable resolution as provided above, in the event of any dispute (other than those related to taxation matters) or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts) inter se and also between CPSEs and Government Departments /Organizations), such dispute or difference shall be taken up by either party for resolution only through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE OM No. DPE-05/0002/2023/ - AMRCD; Dated: - 25.07.2024. Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the

Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

12.4. DISPUTE RESOLUTION WITH PARTIES OTHER THAN CPSEs / GOVT. ORGANIZATIONS

12.4.1. The disputes, if not settled through Amicable Resolution, having claim value more than Rs 10 crore, shall not be considered for arbitration and shall directly be considered for adjudication by the appropriate court in New Delhi.

12.4.2. Any dispute, disagreement, claim or other difference, having claim value less than Rs 10 Crore, arising out of or in connection with this Contract (a "Dispute") shall be resolved as depicted below: -

1. In case, the Parties are unable to resolve any Dispute through good faith discussion, either Party shall be entitled to refer such Dispute to arbitration by serving notice on the other Party.
2. The arbitral tribunal shall consist of sole arbitrator appointed mutually by both the parties. In case, the parties are unable to appoint the arbitrator mutually within 30 days of raising of dispute, the parties shall be required to refer the dispute for adjudication in the court at New Delhi.
3. 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 reenactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be as mutually decided.
4. 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.
5. The service provider shall be obliged to continue to provide Service(s) to the CWC under the Contract or the Scope of Work, during the arbitration proceedings and no payment due or payable to the service provider (except payment in dispute) shall be withheld on account of such proceedings.
6. The cost of arbitral proceedings shall be borne equally by both the parties.
7. 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 shall survive the expiry or termination of the Contract.

12.5. DECISION OF THE TENDER AWARDING AUTHORITY

If, in the opinion of the Bidder, a decision made by any of the official of the Corporation, is not in accordance with the meaning and intent of the Contract, the Bidders may file an objection with the Tender Awarding Authority within seven (7) days after receipt of the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the action/ decision taken by the Tender Awarding Authority and the same shall become final and binding.

ENQUIRIES & CLARIFICATIONS:

All enquiries / clarifications are to be addressed only to:

**The Regional Manager
Central Warehousing Corporation,
Regional Office, Vibhuti Khand, Gomti Nagar,
Lucknow-226010
Fax No.: 0522-2720685, Phone: 0522-2720686
E-mail: emp-hnt.lukw@cewacor.nic.in**

All queries that are received from bidder(s) shall be addressed by CWC during pre-bid meeting. CWC shall aggregate all clarifications and shall prepare a response, which shall subsequently be posted on the website www.cewacor.nic.in. No separate communication shall be issued.

EXHIBIT-1
UNDERTAKING, DECLARATION AND GENERAL DETAILS OF APPLICANT

(On s Letter Head of the Applicant)

Document Ref. No.: GEM/ _____

Date: _____

1. 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 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 any pending/outgoing arbitration/ court cases litigation is ongoing with CWC with regard to any contract as on date of submission of Bid.	Yes/No
4.	Whether proprietor / any of the partners of the Applicant firm / any of the Director of the Applicant 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 Applicant will be eligible and 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 Applicant disqualified.

2. Undertaking pertaining to Non-conflict of Interest

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

3. Declaration about relationship with Officer(s) of CWC

Following are the near relative of the Applicant working as Officer in the Central Warehousing Corporation:

Sr. No.	Name of Officer	Designation	Place of Posting	Remarks

4. Un-Conditional acceptance of the Document Terms & Conditions.

(i) I/ We hereby confirm that we have gone through and understood the Document Documents and our

bid complies with the requirements / terms and conditions of the Document and subsequent addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments / assumptions.

- (ii) I/ We further confirm that upon submission of bid we provide un-conditional acceptance towards all clauses/ requirements / terms and conditions of the Document and subsequent addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments / assumptions.
- (iii) I/ We also confirm that we have quoted the rates without any condition and deviation.
- (iv) We further confirm that we have quoted our rates in our financial bid as per the conditions of the Document and for all the items.

5. Declaration about Local Content under Make in India (MII) Policy

- (i) We M/s _____ (hereinafter referred to as “Applicant”) certify that I/we have offered the products with local content of ----- %.

- (ii) Details of the location(s) at which the local value addition is made are as below: -

Sr. No.	Name and Address of Location

- (iii) I/We further certify that, in case we are awarded an order against this document, the supplies against such order will comply with above indicated Minimum Local Content.

6. Procurement from a bidder which shares a Land Border with India:

- i. We certify that I/we have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that M/s _____ (applicant) is

Not from such a country	
If from such a country, has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached)	

(Bidder is to tick appropriate option (✓) above).

We hereby certify that applicant M/s _____ (*Name of Applicant*) fulfils all requirements in this regard and is eligible to be considered against the tender.

7. The Technical bid and price bid as required have been submitted along with the required documents and same have been signed under signatures of the authorized signatory/sole proprietor.
8. I/ We undertake that the document shall be deemed to be our bid and in the event of award of work to us, the proposed contract appended to the document shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Document including, the proposed contract as token of acceptance, if desired by CWC and as part of contract in the event of award of contract to us.

9. General Details of Applicant: -

S. No.	Detail	Response by Applicant

1115899/2024/COMM_LUKW

1.	Name of the Applicant	
2.	Constitution of Applicant	
3.	Operational Address	
4.	Registered office address	
5.	Email Address of Applicant	
6.	Contact No. of Applicant	
7.	Details of Authorized Signatory	Name
		Designation
		Mobile Number
		Email ID
8.	Website	
9.	PAN no.	(attach copy of PAN card)
10.	GST registration No.	(Attach Copy of GST registration)
11.	GeM user ID	(Attach relevant proof)
12.	Goods Transportation Agency (GTA) Registration	(Attach Relevant proof)
13.	Details of Sister Concerns: - <ul style="list-style-type: none"> • Name & Address • Activities engaged in by Sister Concern • Names, address & Telephone Nos. of Proprietors / Directors / Partners of Sister Concern 	(Leave empty if not applicable)
14.	Applicant's Bank Details (Which may be used by CWC for refund of EMD, if any).	a) Bank Account No: b) Nature of Account (SB or current): c) Name of Bank & Branch: d) MICR Code No. : e) RTGS code Bank (IFSC Code) : (In case of any error/ wrong bank account details, CWC shall not be liable for any loss to the applicant)
15.	Company & Business Profile	Year of Establishment: _____ Registration Number (under "Carriage by Road Act, 2007"): _____ Number of Years in Transportation Business: _____ Details of Major Contracts Handled in the Last 5 Years: _____ [[Contract Description Client Name Value (INR) Duration Status (Completed/Ongoing)]

1115899/2024/COMM_LUKW

16.	Fleet Details	Total Number of Vehicles Owned: _____ Type and Capacity of Vehicles [Vehicle Type Number Capacity (MT) Ownership (Owned/Leased)]

Note:-

1. It should be ensured by the applicant that all the items are duly filled by them and is signed & stamped/ digitally signed by the Authorized Signatory.
2. In case of any field left un-filled, CWC may carry out call of clarification from the applicants. If applicants fail to submit the duly filled, signed & stamped/ digitally signed document then their bid shall be liable for rejection.
3. The applicants having Local Content of less than 20% shall be summarily rejected.

Signature/Digital Signature of the : _____

Authorized Signatory

Name of the applicant : _____

Name of the Authorized Signatory : _____

EXHIBIT-2
**PROFORMA FOR INFORMATION OF WORK EXPERIENCE CERTIFICATE TO
 BE FURNISHED BY THE ASPIRANT**

(from each concerned parties.)

This is to certify that M/s _____ have worked as our Handling &/or transportation service provider for the works of rake handling and / or transportation in the field of fertilizers, food grains, cement, sugar, coarse grains or any other notified commodity and their performance was found satisfactory. The details of handling &/or transportation work carried by them are as under:-

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

Date :

Signature:

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

Note:

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

EXHIBIT-3
FORMAT OF NET WORTH

Format of Net Worth

The Net Worth of Mr./Ms./M/s _____ for last
Financial Year _____ is Rs. _____ as per his/her/their books
of Accounts.

(Note: Net worth is to be submitted for latest Financial Year for which Balance Sheet & Profit is submitted.)

Signature of Chartered Accountant Name:

Membership No.:

Seal:

UDIN:

EXHIBIT-4 FORMAT FOR POWER OF ATTORNEY

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

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

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

Dated this the _____ day of _____ 20

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

Seal of the Organization

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- **Power of Attorney is to be attested by Notary.**

**EXHIBIT-5
UNDERTAKING BY SOLE PROPRIETAR FIRM**

(On Letter head of Firm)

I,.....R/o.....
.....
..... do
hereby

Solemnly affirm and declare as under: -

1. That I am Sole Proprietor of _____ (Sole Proprietor Firm Name)

2. That the office of the firm is situated at _____

Place:

Date:

(Authorized Signatory)

EXHIBIT-6
FORMAT OF PRE-CONTRACT INTEGRITY PACT

(On Stamp paper of appropriate value)

No. CWC/RO-XXXX/Busi/H&/or T-_____/_____

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 on one hand, 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 **APPLICANT** 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 APPLICANT 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 APPLICANT 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 APPLICANT 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 APPLICANT, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

[1.2] The CORPORATION will, during the pre-contractor stage, treat all APPLICANTS alike and will provide to all APPLICANTS the same information and will not provide any such information to any particular APPLICANT which could afford an advantage to that particular APPLICANT in comparison to other APPLICANTS.

[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 APPLICANT 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 APPLICANTS

The APPLICANT 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 APPLICANT 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 APPLICANT 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 APPLICANT, 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 APPLICANT 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 APPLICANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

[3.6] The APPLICANT 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 APPLICANT also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

[3.9] If the APPLICANT or any employee of the APPLICANT or any person acting on behalf of the APPLICANT, 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 APPLICANT's firm, the same shall be disclosed by the APPLICANT at the time of filling of document.

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

[3.10] The APPLICANT 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 APPLICANT 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 APPLICANT's exclusion from the document process.

[4.2] The APPLICANT agrees that if it makes incorrect statement on this subject, APPLICANT can be disqualified from the document 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 APPLICANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT) 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 APPLICANT. However, the proceedings with the other APPLICANT(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 APPLICANT.

- iv. To recover all sums already paid by the CORPORATION, and in case of an Indian APPLICANT with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a APPLICANT from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the APPLICANT 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 APPLICANT, in order to recover the payments, already made by the CORPORATION, along with interest.
- vi. To cancel all or any other Contracts with the APPLICANT. The APPLICANT 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 APPLICANT.
- vii. To debar the APPLICANT 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 APPLICANT(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 CORPORATON with the APPLICANT, 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 APPLICANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT), 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 APPLICANT shall be final and conclusive on the APPLICANT. However, the APPLICANT can approach the independent Monitor(s) appointed for the purposes of this Pact.

[6] Fall Clause

[6.1] The APPLICANT 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 APPLICANT 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 APPLICANT 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 – ssmishra.995@gmail.com and Sh. Rajni Kant Mishra, Email rkmishraips84@gmail.com 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 APPLICANT(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the APPLICANT. The APPLICANT 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 APPLICANT / 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 / APPLICANT 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 APPLICANT and the APPLICANT 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 APPLICANT / Seller, including warranty period, whichever is later. In case APPLICANT 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	Applicant
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

EXHIBIT-07
FORMAT FOR AGREEMENT

(On Stamp paper of appropriate value)

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

BETWEEN

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

RECITALS

Whereas:

- A The Corporation is involved in providing services in the field of warehousing, logistics and related activities to various depositors including, but not limited to Food Corporation of India, etc.
- B For the purposes mentioned under recital A above, the Corporation requires the **Contractor** to provide certain services for the depositor and the **Contractor** is engaged in the business of providing such services and has agreed to perform the Services for the Corporation on the terms and conditions set out in this Contract. Accordingly, it is essential to the Corporation that the Services to be provided under this Contract are rendered in timely manner as envisaged in the Contract. In entering into this Contract, Contractor acknowledges that time is the essence and agrees to the provisions in the Contract addressing that.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. The Contractor agrees to perform such Services including, any incidental services, in accordance with the terms and conditions of this Contract or as directed from time-to-time by the Regional Manager or an officer acting on his behalf, such directions not being inconsistent with this Contract, and, in consideration of its due performance of such Services, the Corporation agrees to pay the Contractor according to the rates, terms and conditions herein contained.
2. The Contract shall comprise the following documents:
 - Empanelment Policy Document with all Exhibits.

- Special terms and conditions, Scope of work, SoR, and other documents as per the Financial Bids.
- This Contract Agreement and its annexure;
- Corrigendums issued, if any.

All such docuemnts shall be collectively be referred as the “Contract”

3. The Contractor shall comply with all the terms and conditions of the contract.
4. The Contractor agrees to perform such Services including, any incidental services as per the rate agreed upon in the financial bid and subsequent negotiations, if any.
5. The terms and conditions of this Contract shall take effect from the date on which both the parties sign and execute this Contract (the “Effective Date”) and shall continue in force, where it is specified in the Contract that the Services shall be provided for a fixed period of time, until expiry of such period (or any extension thereof).
6. The required date for commencement of the Services at the Site(s)/Place of Operation is _____(the “Commencement Date”); time being declared essence of the Contract for commencement of the Services by the Commencement Date.
7. This Services shall be provided for a fixed period of -----Months/ Years from the [**the Effective Date**] (the “Primary Term”).
8. For the purposes of this, the notice(s), if any to be issued by either of the parties, the address for such notice(s) shall be:

<p><u>If to the Corporation:</u></p> <p>Central Warehousing Corporation</p> <p>_____</p> <p>Attention: Regional Manager</p>	<p><u>If to the Contractor:</u></p> <p>[Insert Address]</p> <p>Fax: []</p> <p>Attention: []</p>
---	--

9. For the purposes of this Contract, the Corporation’s Representative for contractual and operational matters shall be [**name/designation**], **Regional Manager, CWC**.

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

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

Signed by.....

.....*[Print Name]*

for and on behalf of **CENTRAL WAREHOUSING CORPORATION**, _____, *REGION*

Witness.....

..... [Witness Name]

Signed by.....

.....*[Print Name]*

for and on behalf of **[Name of Contractor]**

Witness.....

..... [Witness Name]

EXHIBIT-08
Capacity and suitability of vehicles

Fleet Information Format for Empanelment of Transporter

Fleet Details with All India Permit:

Sl. No.	Vehicle Registration Number	Type of Vehicle (Close Body Truck/Tractor-trailer)	Vehicle Make & Model	Payload Capacity (in MT)	Year of Manufacture	Fitness Certificate Validity	PUC & Permit Validity	Owner (Self/Tie Up)

Fleet Details with Regional Permits:

Sl. No.	Vehicle Registration Number	Type of Vehicle (Close Body Truck/Tractor-trailer)	Vehicle Make & Model	Payload Capacity (in MT)	Year of Manufacture	Fitness Certificate Validity	PUC & Permit Validity	Owner (Self/Tie Up)

No of Close Body trucks:

No. of tractor trailers: s

Supporting Documents to be Attached

- Copy of RC (Registration Certificate) of each vehicle.
- Copy of valid Fitness Certificate of each vehicle.
- Insurance Certificate of each vehicle.
- Proof of ownership (Self-owned vehicles: RC; Tie-up vehicles: Tie-up Agreement).

Declaration I/We hereby declare that the above information is true and correct to the best of my/our knowledge. I/We also confirm that the vehicles listed above are roadworthy and comply with all regulatory requirements for transportation of goods/cargo.

Signature of Authorized Person: _____ Name:
_____ Designation:

_____ Date: _____

CAPACITY AND SUITABILITY OF TRUCKS

To prevent delay due to impounding / delay in unloading / damage or other adverse effect with reference to consignment of products proposed to be transported by this tender, the transporter must ensure that the trucks (open / closed body) / container provided are:

- I. In perfect roadworthy condition & maintain all features necessary for smooth & safe transportation of product over long distances. The Transporter shall ensure that loading of all trucks is undertaken as per RTO registration book. However, CWC shall have the right to load any quantity of the product within the RTO approved load as per registration book.
- II. Transporter shall not place trucks beyond the validity period defined in National/State permit and fitness certificate.
- III. It will be the responsibility of the transporter to ensure that the placed truck has all the valid permits, PUC / fitness certificates & licenses. The Transporter shall also ensure that the Driving License of the driver is valid during the period of transportation and driver has to carry his Aadhar (UIDAI) & e-verified/ original DL. Any losses / consequences arising due to non-compliance of the above shall be borne by the Transporter.
- IV. Owned or otherwise belong to the transporter. Either the trucks are hired /leased/ do not belong to the transporter, shall not absolve the transporter from any of the obligations under this contract or mitigate the liabilities arising out of breach of the conditions implied or expressed therein.
- V. Trucks provided should be fit to carry the product over long distance(s) and deliver the consignment in good condition without any damage to the consignment. CWC will have full power to refuse to put such trucks to use which is deemed unfit for transportation of CWC's products.
- VI. Trucks blacklisted / suspended by RTO authorities / CWC, shall not be offered by the transporter.
- VII. Transporter will be responsible for the act / omission / misconduct and attempts to pilfer products by the truck crew of all trucks offered for operating the agreement. Any action taken by CWC against such errant truck operators / crew shall not be challenged.
- VIII. Transporter shall from time to time provide to their engaged manpower with necessary protection & safety equipment i.e., masks and gloves etc. and ensure that they wear it on regular basis. The periodical medical checkup of manpower shall be carried out by the bidder as per the requirement of the law. In case of non-compliance with these, the penalty imposed if any on CWC shall be recovered from the bidder.
- IX. Transporter should ensure that no personnel deployed by them are in the habit of consuming alcohol/drugs and any personnel found to be under influence of alcohol/drugs while on duty to be replaced immediately.
- X. To safeguard the quality of material while loading at source and en-route transportation up to final destination and unloading at CS / customer warehouse, transporters must ensure the following:
 - Trucks with containerized body in good condition shall be preferred.

- Trucks should be provided with clean, dry body so that material / consignment & its packaging are protected against any color stains of last goods carried by the truck / rust of the truck body.
- Trucks should be provided with adequate good quality tarpaulins to ensure that there is no rain ingress or contamination in any form to Material / Consignment. It should be covered to ensure full protection from seepage / rain/water ingress.
- Transporter / Driver to be advised to provide Slant Roof, to avoid formation of water pockets and subsequent Seepage.
- Transporter to follow all rules / regulations regarding transportation of goods as notified by State / Central government from time to time.
- The transporter shall collect only correctly filled & stitched polymer bags with grade & lot no printed-on bags which are clean / dust free, dry and deliver the same at Customer's end in intact condition.
- In case there are any shortages observed at customer's end, its cost with applicable penalty shall be recovered from the transporter. At the time of delivery, in case of any dispute arising between transporters and customer / consignee on account of wet / torn/ damaged conditions of consignments and the matter will be governed by clause 9.0
- Goods shall be transported at the Carrier's Risk. Accordingly, the transportation of Goods shall be governed by the terms & conditions of this contract and any other terms & conditions mentioned overleaf of LR / GR by transporters shall be treated as null & void.
- Check the head and tail lights, brakes, direction light before transit.
- Check all the papers, transport document, identity papers, address and emergency phone numbers before transit.
- Do not leave the vehicle unattended.
- Do not let anyone loiter near the loaded vehicle.
- Consult with officials on the scene before passing by a fire on the road. Do not push or tow a truck carrying material.
- Follow a planned route that minimizes exposure in densely populated areas. Park in un- congested areas. The **shortest motorable** distance shall be calculated as per the order of priority i.e. Route map of India prepared by the Survey of India, Maps.google.com (website) & Maps.yahoo.com (website).
- Drive a safe distance away from other traffic.
- Protect cargo against shifting. Do not make sudden stops or turns. Do not wear hobnail or metal-cleated boots.
- Protect the load from adverse weather and keep cargo dry. Provide ventilation of the load.
- Ensure containers are tightly closed (Whether full or empty).
- Ensure storage batteries are protected from movement and from contacting each other; protect and insulate the terminals against short circuits.
- Know proper first aid procedures. Follow road safety rules and regulations while driving and parking. Protection against rain / moisture by adequate tarpaulins cover. The Transporters will make their own arrangements for proper

parking of their vehicles overnight / during detention in company's/customer's premises **or if "No Entry" is imposed at any location at any given time.**

- Besides crew i.e. the driver and helper, no other person is to be allowed to travel in the trucks carrying Polymers packed in Woven sacks.
- Vehicle crew should be adequately trained with the operation of fire extinguishers.
- Stout steel guard on HSD tanks should be provided to minimize damage to fuel tanks in the event of any accident.
- Caps with locking arrangement should be provided on HSD tank to prevent spillage in the event of topping down of the trucks / containers.

In-Transit Vehicle Tracking –

Transporter is to ensure that the trucks placed for lifting material at source are equipped with GPS tracking device, which enable tracking of vehicle en-route.

However, CWC may hire the services of third-party service provider to arrange to provide the integrated GPS data. The cost of portable device installation on rental basis / data integration and reporting per trip basis of such system shall be recovered from the running bills of the transporter.

Transporter to ensure that the placed vehicle has GPS device installed in the vehicle or arrange to get the rented GPS installed in the vehicle before placing the vehicle for lifting of material. Transporter will also arrange to provide data sharing authorization to the CWC's contracted GPS service provider to enable CWC track the vehicle at source and en-route till the destination as mentioned in Invoice.

Vehicle tracking report as provided by the GPS data integrator shall be deemed fit for processing the freight bills of transporter. However, at any point, if the GPS service provider fails to provide GPS tracking report due to any reason, transporter to provide GPS report along with the freight bill. Till the time Integrated GPS tracking system contract is lined up, transporter to continue enclosing GPS tracking report with each LR/ GR.

If truck is placed without GPS device and transporter fails to submit GPS report for any reason, it shall attract penalty @ 50% of gross freight of trip at the time of settlement of freight bill.

Each vehicle should also have a valid FASTAG or any such new technology introduced by Government of India installed for swift passage through toll gates. Copies of movement as recorded through such FASTAG etc. can be desired by CWC at any time for which the vehicle was deployed by CWC.

EXHIBIT-09
Performance Parameters

LOADING / UNLOADING / STACKING/ TRANS-SHIPMENT/ DETENTION:

- I. The transporter shall not load any material other than 's product issued from source /warehouse, as indicated in GR / LR note and Invoice. The transporter is prohibited from carrying goods other than indented good/cargo while transporting the product. In case of any violation, a penalty of Rs. 25,000/- per instance shall be imposed. Lashing and securing of the consignments for transportation will be the responsibility of the Transporter.
- II. It shall be the responsibility of transporter to inform the reporting of material at customer/ CS warehouse. The reported material shall be unloaded not later than very next day of reporting of vehicle or the scheduled date of delivery (as per transit time), whichever is later. If customer / CS fails to unload the material within stipulated time, detentions charge of Rs. 50/ MT per day shall be payable to transporter. The detention charges shall be recovered from customer/ CS. However, this clause will not be applicable in case of force majeure condition like factory closure / strike etc at customer / CS end.
- III. The transporter should ensure that the material is properly un-loaded & stacked in the receiving warehouse.
- IV. Transporter to ensure delivery of material by the same truck which was used to lift the material from Plant. Trans-shipment and / or part delivery of consignment during transit is strictly prohibited. In case of any violation of this, CWC shall impose standard penalty of Rs. 5000/- per instance. This penalty shall be over and above recovery of the value of the losses/damages to the entrusted products in whatsoever manner due to breach of these conditions. Trans-shipment penalty shall not be applicable for consignments/Trucks which meet with an accident, however, the same shall be supported with a copy of F.I.R clearly indicating the accidental Truck Number.
- V. The Late Delivery penalty shall be applicable after expiry of Transit time Plus 48 Hours (grace period for completing statutory formalities). Any financial loss arising during transit due to loading /unloading/stacking etc. or any other reasons shall be recovered from the transporter.
- VI. Transporter shall facilitate random physical checks of exiting trucks as desired by CWC at its costs.
- VII. It will be essential that the transporter get the names, addresses, designations and signatures of their authorized representative (s) duly registered in advance with CWC and only the signatures of such authorized representative (s) shall be indicated on the GR / LR of the carrier for loading of the products. Any loss of product issued on the basis of GR / LR signed by the authorized representative of the transporter will be at the risk & cost of the transporter only. If however, any loading of product is undertaken in the trucks in the absence of such GR / LR signed by the authorized representative or in respect of any irregularity therein, the same will not absolve the transporter from liability in respect of transportation of such products.
- VIII. The transporter will arrange to bring to use GR / LR's (on white page sheets) at with pre-printed serial numbers only, which are exclusive for CWC consignments at Carrier's Risk. Transporter's LR/GR should bear their registration no. under Carriage By Road Act 2007. The LR should have the details of Transit Insurance policy and validity clearly marked on it. All other documents shall have to be furnished as per the

CWC's requirement. The reverse of the GR / LR's shall be provided with the format of Acknowledgement for receipt of the consignment by the consignee. Transportation of goods shall be governed as per terms & conditions of this contract and any other terms & conditions mentioned overleaf LR/GR shall be treated as null & void.

- IX. In case CWC decides to go for digitalization of GR/IR and delivery receipt, GR/IR shall be generated online with all specifications as required by CWC and shall be accepted by the transporter.

TRANSIT TIME & DELIVERY

- I. Transit Time: The maximum acceptable delivery period (Transit Time) shall be provided during each time when price bids are called for. The consignment entrusted to the transporter must be delivered & stacked at destination warehouse/ installations assigned as per GR / LR Note / Invoice, within the maximum permissible transit period. The delivery period (Transit Time) will be calculated from the next day of invoice to date of reporting of vehicle at consignee premise. Any delay in the delivery beyond the permissible transit period will attract late delivery penalty @ Rs 100/- Per MT per Day.
- II. If the date of reporting of vehicle falls on Sunday/National holiday/ Gazetted holidays the next day will be treated as reporting day and no late delivery penalty will be applicable for that day.
- III. In case of multipoint delivery of goods in the same Truck the date of reporting at the first destination shall be considered for the purpose of calculating the Late Delivery Penalty. The deliveries to other points should be made within one day from delivery at the first point by the same truck.
- IV. Consignment with-held by the transporter in their/or any other Godown / warehouse in transit without written permission from CWC will attract late delivery, trans-shipment penalty as applicable and shall attract recovery of losses from the transporter. This is applicable in cases of multipoint deliveries also.
- V. Endorsement: At the destination, the concerned officer of the Consignment Stockiest/ Customer/ CWC W/H must be contacted and endorsement on Driver's Copy of GR / LR should be obtained from the concerned warehouse in-charge soon after unloading/ stacking of the consignment, as per the format given in Annexure III, of Section – VI "Scope of Work". However, in case of digitalization of receipt acknowledgement, e-pod/ e-confirmation shall be made by customer/CS/Warehouse in-charge online and same shall be used for freight billing / payment purpose.
- VI. Documentation: Total quantity as mentioned in invoice documents must be delivered at one time and not in installments. In case of shortage/ damage noticed at the time of unloading, the same has to be clearly mentioned and signed by the receiving warehouse in-charge and the document to be submitted along-with the freight bills.
- VII. **Safety:** The transporter shall be solely responsible for the conduct and any act of negligence by him or his crew (Driver/ Cleaner etc). Any consequences arising out of negligence, including loss/ damage to the consignment property of CWC/consignee arising out of such negligence shall be borne by the transporter. In case of CNG vehicles, the Transporter shall ensure proper feeding of CNG in their vehicles. Any loss/mishap on account of poor tightening of cascade shall be sole responsibility of transporter.

TRANSIT LOSSES & INSURANCE

- I. Transporter(s) will be responsible for taking marine insurance policy for material /

cargo in transit for entire period of contract. Transporter will submit insurance copy to CWC before commencement of the contract. The sum assured should cover entire value of material in transit at any given point of time for all sectors awarded to the transporter. The premium paid receipts (for all the years of contract) should also be submitted to CWC.

- II. It will be the responsibility of the transporter to ensure a comprehensive insurance policies from an established Insurance Company for each vehicle and is in force at all times to cover all risks of every nature including damages made to properties, inter alia, belonging to CWC, its consignors and consignees. CWC shall have every right to instruct the transporter regarding nature and kinds of insurance policies to be taken out from time to time.
- III. Whenever, any truck is reported missing or having met with an accident and resulting in the deterioration in the quality of the material, or loss of any other nature during transit, the assessed loss of such material will be recovered from transporter's bills/ payment as defined in clause IV below.
- IV. The material losses in transit are categorized, into the following five categories and responsibility of the transporter in respect of losses under each of the category is clarified below:
 1. **CONTAMINATION:** Transporter to take due care to protect the material from any external contamination en-route. In case the material is found contaminated but not rejected by the customer, then loss due to contamination as assessed by Customer/CS/ Zone shall be recovered from the transporter. Apart from above, non-refundable penalty @ Rs.10,000 per instance shall be levied on transporter for all reported cases of contamination en-route. In the event of this happening twice during a year of the contract, CWC has the option of suspending and banning the truck/ transporter.
 2. **SHORT/ PARTIAL DELIVERY OF MATERIAL:**

In case of Short/partial-delivery of the material (where FIR/police enquiry is not initiated by transporter), CWC shall recover one & half times (1.5 times) the invoice value of the non-delivered bags/ material. Value of bags/material will be computed on the basis of total invoice value (price+ duties, taxes and freight etc.).
 3. **LOSS OF MATERIAL IN FULL/ PART DUE TO AN ACCIDENT/ THEFT /HIJACKING / MISSING TRUCK/ FIRE / NATURAL CALAMITY ETC. IN TRANSIT:**
 - a) Transporter to take due care of the material in Transit. Any loss of goods in transit due to Accident/ theft/ hijacking/ missing truck/ fire/ natural calamity etc. shall be the responsibility of the transporter. Invoice value of material (price+ duties, taxes and freight etc.) will be recovered from the transporter's Pending bills/ payment or BG for any loss of goods in transit. It will be the responsibility of the transporter to prove that the loss is due to the reasons as mentioned above, duly supported by Police FIR/ POLICE PANCHNAMA, (in original) & the final investigation/survey report and photo graph of the incident etc. Failure of which, 1.5 times of Invoice value of material will be recovered from the transporter.
 - b) The transporter shall send the intimation of the accident and loss in transit by fax/ e-mail to the concerned office of CWC. This should be intimated immediately but not later than five days from the date of incident

- c) Transporter will be required to take all reasonable care to ensure that the products are transported through the trucks for which the transporter has right of use. If any truck is reported missing and remains non-delivered within 5 days from the transit time, the 1.5 times of invoice value of the consignment will be immediately recovered from the transporter.
4. DAMAGES Losses on account of damage/ pilferage/ tampering of the cargo/container and shortage in material due to above reasons shall be recovered from the transporter's bills.
 5. CWC shall deduct/recover the money (from transporters' pending bills/BG/LC etc.) equivalent to any loss arising from the confiscation of the material by government or local authority of any quantity of the said products delivered to the transporter for transportation.

LOSS OF ORIGINAL DOCUMENTS / INVOICE/ EWB

1. **GOODS RECEIPT / LORRY RECEIPT (GR / LR):** The Transporter will submit the GR / LR's (mentioning at Carrier's Risk on white page sheets) at the time of placement of trucks as per the following:
The first copy will be Drivers Copy (which will be re-submitted along with the receipt details at the back).
Loss of the Driver Copy of GR / LR, first copy, (on which the receiving warehouse will give the receipt endorsement) of the GR / LR will attract a deduction @ Rs 5000/- per GR / LR.
However, receipt details on consignee copy shall be accepted for freight billing on case-to-case basis wherever customer for some reason is not willing to acknowledge receipt on drivers copy. All the GR / LR's should have preprinted serial numbers exclusive for CWC's consignments. Hand written GR / LR numbers will not be acceptable.
However, in case of digitalization of freight billing and dispatch process, digitally generated GR/LR shall be received from transporter and receipt confirmation from customers/CS/ CWC w/h also will be accepted in digital mode online.
2. **LOSS OF ANY OTHER STATUTORY DOCUMENTS:**
Any financial loss resulting out of loss of statutory documents by the Transporter in transit or otherwise would be recovered from the Transporter.
3. **E-WAY BILLS & OTHER STATUTORY DOCUMENTS:**
The Transporter will ensure that before the truck exits from CWC premises, all the documents like Invoice, Challans, E-WAY BILLS (EWB), GST Documents, declaration forms under GST Law and / or any other documents as per prevailing rule have been given to the driver, who should ensure the safe delivery of the same to the consignee. In case, EWB is required to be re-issued/extended then transporters shall arrange same from their respective office. Any financial implication including fine/penalty arising due to loss/ non-issue of such documents will be borne by the Transporter.

EXHIBIT-10
Checklist

Sl.No.	PARTICULARS	REMARKS	PAGE NOS.
1	UNDERTAKING, DECLARATION AND GENERAL DETAILS OF APPLICANT	EXHIBIT-1	
2	PROFORMA FOR INFORMATION OF WORK EXPERIENCE CERTIFICATE TO BE FURNISHED BY THE ASPIRANT	EXHIBIT-2	
3	FORMAT OF NET WORTH	EXHIBIT-3	
4	FORMAT FOR POWER OF ATTORNEY	EXHIBIT-4	
5	UNDERTAKING BY SOLE PROPRIETAR FIRM	EXHIBIT-5	
6	FORMAT OF PRE-CONTRACT INTEGRITY PACT	EXHIBIT-6	
7	FORMAT FOR AGREEMENT	EXHIBIT-7	
8	CAPACITY AND SUITABILITY OF VEHICLES	EXHIBIT-8	
9	PERFORMANCE PARAMETERS	EXHIBIT-9	
10	CHECKLIST	EXHIBIT-10	