



Dated: 15/07/2024

CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking) Regional Office:- Chandigarh

No.CWC/RO-CHD/Busi/H&T/2024-25/

E-TENDER DOCUMENT

Tender Document for appointment of Job Work and Local Transport Contractor for various work related to handling and local transportation of Cotton Corporation of India at Central Warehousing Corporation Own/Hired/Private/Warehouses, Mandi, Factory in SIWANI, Haryana.

Date for downloading Tender Form	15/07/2024 to 05/08/2024
Last Date for online Submission of tender	Upto 15:00 Hrs. on 05/08/2024
Date of opening (technical bid)	At 15:30 Hrs. on 05/08/2024

Regional Office : Bays no 39-42, Sector 31A., Chandigarh – 160031

Phone Nos. : 0172 265 6601

Email : rmchd@cewacor.nic.in Website : www.cewacor.nic.in





(A Govt. of India Undertaking) Regional Office Chandigarh

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No. CWC/RO-CHD/Busi/H&T/CCI/2024-25/01 Dated: 15/07/2024

E-Tender Notice

Central Warehousing Corporation (to be called as "Corporation") invites online e-tendering under two bids system from professionally competent and financially sound interested parties for appointment of Regular contractor for job work and local transportation for various centres/ godowns in SIWANI, Haryana as detailed below:

Scope of work	Tenders for combine labour job work and local transportation for centres / godowns located/ nearby in SIWANI, Haryana.				
Tender notice	Online (e-tendering) for above work. Tender documents will be available on Website: www.tenderwizard.com/cwc www.cwceprocure.com, www.cewacor.nic.in, www.tenderhome.com and www.cppp.gov.in				
Tender type	Open				
Schedule of E- Tender	Document downloading Upto 15.00 Hrs on date and time				
	Last date and time of online bid submission	Upto 15.00 Hrs on 05/08/2024			
	Date and time of online technical bid opening	Upto 15.30 Hrs on 05/08/2024			
	Date and time of online price bid opening	To be decided later			
	Date and time for pre bid meeting	23/07/2024 at 12.00 Hrs in CWC, RO, Chandigarh			
Bid validity period	90(Ninety) days further extendable by 30(Thirty) Days from the date of Opening of Technical Bid shall be binding on the tenderers. 01.10.2024 to 30.09.2025				
Period of Contract		1.0 11 1.7			
Cost of tender	Rs.1180/- (Rs. One Thousand One Hundred Eighty Only) including GST to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office, Chandigarh Upto 15.00Hrs. of 05/08/2024. In case of e-payment proof scanned copy of payment containing UTR No. to be uploaded with the technical bid. In lieu of Tender Fees, Micro & Small Enterprises (MSEs) registered in UDYAM portal /Startup certified				
	by department for Promotio				

	Trade(DPIIT) are required to submit duly signed Bid Security Declaration as per format along with online Bid.
Processing fee of tender document	Rs.885/-(Rs. Eight Hundred Eighty Five Only) including GST to M/s ITI Limited through e-payment through the portal www.cwceprocure.com (before uploading the tender) before 15.00 Hrs. of 05/08/2024
EMD/Bid Securing Declaration	Rs.20,000/-(Rs. Twenty Thousand Only words) to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office, Chandigarh before 15.00 Hrs. of 05/08/2024 . Proof of e-payment to be uploaded with the technical bid.
	In lieu of EMD, Micro & Small Enterprises (MSEs) registered in UDYAM portal /Startup certified by department for Promotion of Industry and Internal Trade(DPIIT) are required to submit duly signed Bid Security Declaration as per format along with online Bid.
Security Deposit	Rs.20,000/- to be deposited in CWC, Regional Office, Chandigarh by successful bidders before signing of agreement

OTHER DETAILS

a Bidder must upload scanned copies of documents as required as per tender document in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.

Micro & Small Enterprises (MSEs) registered in UDYAM portal, Startup certified by department for Promotion of Industry and Internal Trade(DPIIT) are required to submit Bid Securing Declaration as per format should be signed and along with online Bid.

Micro & Small Enterprises (MSEs) registered in UDYAM Portal, Startup certified by department for Promotion of Industry and Internal Trade(DPIIT) not accompanied by proof of being registered with agencies AND Bid Securing Declaration as per format attached shall be liable to be summarily rejected.

Bidders who wish to participate in the e-tendering will have to procure valid digital certificate of **Authorised Signatory** as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.

- c. DOWNLOADING OF TENDER DOCUMENT:- The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website.www.tenderwizard.com/cwc, www.cwceprocure.com,www.cewacor.nic.in, www.tenderhome.com and www.cppp.gov.in
- d SUBMISSION OF TENDER:- Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out-rightly rejected. <u>Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification his technical bid is liable to be rejected.</u>
- e Tenderer is required to submit Undertaking on letter head **along with the tender and documents** required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.
- f Bidders who wish to participate in online tender have to register with the website through the "new user registration" link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
- g In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
- h Bidders who wish to participate in e-tender need to fill data in predefined forms of Technical Bid, Price Bid in Excel format only.
- i After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.
- j The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- k Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.
- No definite/any volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation. No claim shall lie against corporation on this count.
- m The Central Warehousing Corporation reserves the right to accept / reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.
- n NIT is the part of Tender Document and therefore bidders are requested

- to read the complete tender document and to comply all the conditions mentioned therein.
- o If the day fixed for opening of tender is subsequently declared a holiday, the tenders will be opened on the next working day following the Holiday but there will be no change in the time for opening indicated above.
- p Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).
- q The Regional Manager, CWC, RO Chandigarh may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenderers.
- r. Any clarification regarding online participation, the bidder can contact:-

M/s ITI, New Delhi -

For assistance, may call following help line numbers: 080-45811365, 080-45982100

Email id- cwceproc@etenderwizard.com

REGIONAL MANAGER

Terms and Conditions:

- 1. The last date of submission of the e-tender is on 05/08/2024 till 15.00 Hrs
- (A) The date of opening of Technical bid-I of the tender is on 05/08/2024 at 15.30 Hrs. The Financial bid-II of only those tenders who qualified for the technical bid will be opened thereafter as per date decided by CWC.
- 2. All columns in the tender form should be filled in clearly and legibly. Tender form found as incomplete in any respect, is liable to be rejected.
- 3. The Contractor having legal dispute continuing /pending with the Cotton Corporation of India Ltd/ CWC or dues payable by the Contractor is not eligible to participate.
- 4. Contractor has to pay Rs.20,000/- towards E.M.D. along with the tender through E-Payment Gateway to Central Warehousing Corporation payable at Chandigarh. Proof of payment to be uploaded with the Technical Bid. MSE firms are exempted from EMD on production of valid MSE certificate; however security deposit of Rs.20,000/- has to be deposited in CWC, Regional Office, Chandigarh by successful bidders before signing of agreement. No interest will be paid on EMD & security Deposit. EMD& Security Deposit will be refunded after satisfactory completion of work.
- 5. For Making Online payments bidders can deposit amount in below bank account details.

Bank Name : HDFC Bank

Branch Name :Hauz Khas, New Delhi Account No. : 50100434183210 IFSC Code : HDFC0000467

- 6. If a tenderer quotes Nil/Zero charges consideration, the tender bid shall be treated as irresponsive and will not be considered.
- 7. The rates quoted will be considered upto two decimal places only. If quoted rate contains more than two decimal places then first two decimal places only will be considered and further digits after 2 decimal places will be ignored. In case upon considering first two decimal points, it the quote is Zero, than the tender bid shall be treated as irresponsive and will not be considered.
- 8. The Contractor shall abide by all terms & conditions prescribed by the Central Warehousing Corporation and Cotton Corporation of India Ltd. The Contractor also agree to abide by all Rules, Acts, Provisions for employing labourers to do the work related to kapas (seed cotton), FP bales & other stock of the corporation as per Minimum wages Act, Provision of Provident Fund Act, Payment of wages Act, provisions relating to employing children & women, workmen compensation Act, Bonus Act,

Shops and Establishment Act, Factories Act and all other rules and acts not specified hereunto. Violation of any such rules will invoke penal action on the contractor as per laws.

- 9. The Applicant **must have P.F Code No, PAN No** and **GST No.** The certified copies of all the Certificates must be attached with Technical Bid.
- 10. The Contractor has to submit the certified copy of the PF Challan to CWC every Month, establishing payment of P.F deposited with P.F Department. In case of non-payment / less payment of P.F, the contractor will be wholly responsible for all liabilities due to P.F Dept. In case of non-compliance of above formalities deductions of PF will be made from the bills and security deposit as per prevalent rules of PF Dept.
- 11. The rates once finalized will be inclusive of any probable increase that may be made by the Government in Minimum wages Act or any other reason and contractor shall not demand any proportionate increase or revision in the finalized rates till the period under the agreement is completed. No extra charges will be paid by the Corporation on account of detention of the trucks/vehicles.
- 12. Other things being equal and meeting the requirements of the Corporation, preference will be given to tenderer who has quoted the lowest rates as per the financial bid and having clear track record and no pending disputes with CCI/CWC.
- 13. Corporation will consider appointing such contractors those who have required infrastructure.
- 14. 15 % deduction will be made from bills submitted by the contractor as security deposit along with Income Tax and other taxes, if applicable. Such security deposit shall be released at the end of the contracted period on satisfactory completion of work by contractor. However, no interest will be paid on such security deposit. Satisfactory work completion certificate to be obtained from concerned Warehouse Manager.
- 15. The weighment of kapas purchased by CCI at the centre is expected to be completed on the same day by the contractor or maximum upto the start of Auction of next day in mandi. In case weighment is delayed by more than 2 days, the loss to corporation due to such delay in weighment will be recovered from the contractor.
- 16. In case of direct purchase by CCI, Palli weighing and filling shall be done by the contractor at the rates fixed by HSAMB (Haryana State Agricultural Marketing Board). For this work contractor shall ensure that weighment of kapas is done by only licensed weighman/ Taula of Mandi. In such case, arrangement of equipments (like weighing scales/pallikanta, weights, etc.) for weighment of kapas is to be arranged by the contractor. Weighing scales/pallikanta, weights, etc. should be duly certified by the Weights & Measures Department of Government.

- 17. The contractor shall compensate the corporation in the event of any delay in work on account of insufficient number of labourers/ vehicles supplied by the contractor. In this regard, the decision of the Regional Manager, CWC, RO, Chandigarh shall be final & binding on the contractor.
- 18. Adequate vehicles should be placed on the day to day basis according to corporation's requirement. Contractor should be able to place extra vehicles also, instantly in case of demand. He will have to transport the bales within 24 hours from the intimation. In case of failure, the corporation will arrange the work through other transporter at its discretion and the difference of rate/loss/damage/overheads in any sustained will be recovered from the transporter in addition to the forfeiting the EMD.
- 19. The contractor shall undertake to compensate the corporation for any loss arising out of willful act of the contractor / labours or cause any kind of damage to the CCI/Corporation's property.
- 20. In case of any dispute on any terms interpretation etc. the decision of the Regional Manager, CWC, RO, Chandigarh shall be final and binding on both the parties.
- 21. The rates quoted by the party should be inclusive of all taxes but excluding GST.
- 22. All statutory deductions such as Income Tax, Surcharges etc., will be deducted from the bills at the prevailing rates as per Income Tax Act 1961 under Section 194(C)/GST Act.
- 23. The Contractor will raise bill and forward it through concerned Warehouse Manager to Regional Office on monthly basis latest by 7th of every succeeding month.
- 24. The contractor will ensure proper safety of the goods/stock of CCI/CWC. The contractor shall undertake to compensate the corporation for any loss arising out of willful act of the contractor / labours or cause any kind of damage to the corporation's property. Also, Contractor will be penalized for any kind of mishandling of CCI/CWC stock (kapas, FP bales etc.) resulting in damage to quality/packing.
- 25. The contractor is responsible for any complication because of excess/short loading.
- 26. Transit loss if any observed shall be recovered from the contractor.
- 27. Eligibility criteria for qualify:-
 - The tenderer must enclose proof of requisite amount of EMD and tender fees or Bid Security Declaration alongwith proof of MSE registration/ Start Up issued by Authorized agencies.
 - The tenderer must have Provident fund Number allotted by P.F. department.
 - The tenderer must have PAN allotted by Income tax department.
 - The tenderer must have GST No. (Name of contractor/firm and name on GST

- 28. Bales should be loaded lot-wise and no intermixing of lots will be allowed.
- 29. In transit the bales will have to be covered with tarpaulins and proper protection of stock should be taken by the contractor.
- 30. The vehicle should be clean and the vehicles carrying coal, cement, chemicals etc., which cause damage to Cotton/stock should not be used. If any damage caused due to transportation of bales, then the recovery will be made from concerned contractor as determined by the Corporation.
- 31. In case of any accident or eventuality during the transit the same should be informed to concern Warehouse Manager immediately, besides completing the formalities of lodging F.I.R. with police, investigation report, arrangement of Fire Brigade report and photographs etc., The contractor will be responsible for submitting copies of F.I.R., fire brigade report etc., wherever necessary. Without preliminary survey truck/ salvage should not be removed.
- 32. The bills accompanied with gate pass, L.R. copy along with acknowledgement of goods received in good condition from concern godown incharges, duly acknowledged by Centre Incharge should be submitted to Warehouse Manager for settlement of bills.
- 33. The payment will be made through e-payment (RTGS/ NEFT etc.). The Contractor shall submit the monthly bill(s) to the Corporation on or before the 7th day of the month mandatorily digitally signed through Bill Tracking System (BTS), detailing the amounts payable to the Contractor under this Contract in respect of the preceding month. It is to note here that No bills submitted other than through Bill Tracking System (BTS) shall be accepted. On written request of the Contractor, CWC may at its sole discretion, permit submission of bills beyond the prescribed period however, such period shall not exceed 21 days from the prescribed period. In case of abnormal delay in submission of bill (i.e. more than 30 days from the due date of submission), the Contractor shall be liable for penalties on account of statutory default of GST laws, Income Tax and/or any other law time being in force. The decision of the Regional Manager in this regard shall be final and binding on the Contractor.
- 34. The contractor should contact concern Warehouse Manager /CCI Incharge on daily basis for ascertaining the requirement of vehicles/job work.
- 35. During the season contractor should transport any bursted/damaged bales from godowns to factory and after repressing the repressed bales should be transported to godowns as per finalized, per bale basis rate.
- 36. Contractor must give undertaking that if TDS is not applicable, he is having less than 10 vehicles as per the prevalent rules along with copy of PAN card. Format of declaration is enclosed.
- 37. Contractor will have to submit the Corporation's/ CCI stock (palli, tarpaulin etc.) provided to him for corporation's work after completion of

work. In case of non- submission or any damage to the stock, the loss will be recovered from the contractor.

- 38. The contractor shall obtain worker's Insurance policy with the Insurance Company and pay the premium and shall not claim any amount from the Corporation. The contractor shall pay compensation if any in case of accidents and Corporation will not be responsible.
- 39. In case of any legal suit filed against the Corporation by any workmen, the Corporation is authorized to recover the loss/expenses if any from the contractor.
- 40. Whenever the labour department demands to furnish the records or documents pertaining to labourers, the contractor shall have to produce the same to their best satisfaction.
- 41. The Contractor will raise bills separately for job work and transportation of kapas/FP bales and forward it through concerned centre incharge / godown incharge to Warehouse Manager on monthly basis.
- 42. The Loss sustained by the Corporation due to the negligence / non supply of labour by the concerned contractor, Corporation shall be liable to carry the work through other contractor and loss if any suffered by the Corporation shall be recovered from the bills / EMD's / Security Deposits of original contractor.
- 43. Corporation reserves its right to engage any number of contractors in one/ all the Centers/places depending upon the volume of work.
- 44. The successful contractor will have to enter into a contract/agreement before start of the work.
- 45. The Contractor shall charge the same rate as finalized in tender for loading of bales from cotton buyers to whom the cotton bales were sold by CCI at the time of loading of bales. The Contractor has no right to enhance the said rates under any circumstances.
- 46. The rates once finalized shall be valid till 30.09.2025 from the date of issue of the confirmation letter/work order and may be extended by the corporation for a further period if necessary.
- 47. GST E-Way Bill, for movement of corporation's stock, will be generated by the transporter as per GST act & provisions. If any liability arises to the corporation due to non-generation / wrong generation of e-way bill, it will be recovered from the transporter.

48. GOVERNING LAW AND JURISDICTION

48.1 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.

48.2 Dispute Resolution

- 48.2.1 Any dispute, disagreement, claim or other difference arising out of or in connection with this Contract (a "Dispute") shall be resolved in accordance with Clause 48.2 (Dispute Resolution).
- 48.2.2In case, the Parties are unable to resolve any Dispute through amicable resolution, either Party shall be entitled to refer such Dispute to arbitration by serving notice on the other Party.
- 48.2.3 In cases where the claim amount is INR 50 Crores or less, the Arbitral Tribunal shall consist of a Sole Arbitrator, to be appointed mutually by both the parties.
- 48.2.4 In cases where the claim amount is in excess of INR 50 Crores, the Arbitral Tribunal shall consist of three members, one to be nominated each by a party and the presiding arbitrator to be appointed by the two nominated arbitrators.
- 48.2.5 The Parties agree that the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996 of India (or any statutory modification or re-enactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be at DELHI.
- 48.2.6 The arbitral proceedings in respect of a particular dispute shall commence on the date on which the arbitrator call upon the party to file its claim.
- 48.2.7 The Contractor shall be obliged to continue to provide the Service(s) to the Corporation under the Contract or the Scope of Work, during the arbitration proceedings and no payment due or payable to the Contractor (except payment in dispute) shall be withheld on account of such proceedings.
- 48.2.8 The cost of arbitral proceedings shall be borne by the party/parties in the discretion of the sole arbitrator.
- 48.2.9 The arbitration award shall be a reasoned award. The same shall be final and binding on the Parties. The right to refer any Dispute to arbitration pursuant to this Clause 48.2 (Dispute Resolution) shall survive the expiry or termination of the Contract.
- 49. Mere submission of the tender form does not entitle any contractor to be engaged by the Corporation. The corporation reserves the rights to accept/ partly accept/ reject/ any/ all tenders or negotiate in full or in part without assigning any reason whatsoever. The corporation is not bound to allocate minimum/any of work to the tenderer.
- 50. In case the tenderer has any query about the tender/bid terms and conditions and/or tender/bid process, he may seek clarification from the Regional Office, Chandigarh.

- 51. Penalty clause: If contractor fail to perform contract partially or fully, then CWC shall have right to penalize the Transporter/contractor including blacklisting for up to next two cotton seasons.
- 52. Tenderers who have been blacklisted or otherwise debarred by any Department of Central or State Government/Public Sector Undertaking/Institutions will be ineligible. Tenderers should submit self-declaration that tenderer is not banned/restricted business dealing with any Department of Central or State Government/Public Sector Undertaking/Institutions.
- 53. During the process of transportation of FP bales from CCI center to Godown for storage purpose, first (1st) weighment is done at the center level/factory level by the factory/CCI center in charge. After that, at the time of unloading of FP bales at Godown, a second (2nd) weighment of Gross Tare Net weight of FP bales is to be done by the transporter at nearby weighbridge and the weighment slip should be compulsorily attached with the bill along with e-way bill, LR copy, etc. Any abnormal difference between1st weight and 2nd weight should be immediately brought to the notice of concern Warehouse Manager/CCI Inchage by the transporter. The weighment cost should be included in the transportation rates at the time of submitting the tender.
- 54. CWC has registered / on boarded on all the three RBI authorized service providers of TReDS Platform with following Registration detail:

Sr.No.	Service Provider Name	Entity no.
1.	Invoicemart (M/S A. TReDS Ltd.)	100001953
2.	M1 Exchange (Mynd Solutions Private Ltd.)	BUYER00029464
3.	RXIL (Receivable Exchange India Ltd.)	CE0038528

MSME suppliers should register themselves with anyone of three services providers of TReDS portal for availing the facility of bill discounting."

Seal & Signature of the Contractor.

(ON COMPANY LETTER HEAD)

DECLARATION

I/We hereby confirm that the above clauses have been read and noted and I/we hereby undertake to abide by all the above Terms and Conditions.

Place:	Signature:
Date:	Name & Seal of the contractor:
	Address Stamp
Witness: Name & Address	
(1)	(Signature)
(2)	(Signature)

DECLARATION

I/We hereby declare that we are not blacklisted or otherwise debarred by any Department of Central or State Government/Public Sector Undertaking/Institutions.

I/We also submit self-declaration that I/We are not banned/restricted business dealing with any Department of Central or State Government/Public Sector Undertaking/Institutions.

Name & Signature of the Tenderer With Seal

DATE: PLACE:

(ON COMPANY LETTER HEAD)

<u>Declaration under Section 194C (6) for Non-deduction of Tax at Source</u> To, The Central Warehousing Corporation Regional Office, Chandigarh <u>Declaration</u>

I , Mr. ______ (Proprietor/ Partner/Director) of M/s. _____ (Address) , _____ (Address) (hereinafter the contractor) do hereby make the following declaration as required by sub section (6) of Section 194C of the Income Tax Act, 1961 for receiving payments from the payer without deduction of tax at source.

- 1. That I /We am/are authorized to make this declaration in the capacity as Proprietor /Partner/Director.
- 2. That the contractor is engaged by the payer for plying, hiring or leasing of goods carriage for its business.
- 3. That the contractor does not own more than 10 goods carriage as on date.
- 4. That if the number of goods carriages owned by the contractor exceeds ten at any time during the period 2024-25 (01.10.24 to 30.09.2025), the contractor shall forthwith, in writing intimate the payer of this fact.
- 5. That the Income Tax Permanent Account Number (PAN) of the contractor is ______. A photocopy of the same is furnished to the payer along with this declaration.
- 6. The contractor hereby gives an undertaking to submit duly prescribed form of declaration as notified by the Income tax department.

Place: Dated: Declarant

VERIFICATION

I the above named declarant do hereby verify that the contents of paragraphs one to six above are true to my own knowledge and belief and no part of it is false and nothing material has been concealed in it.

Place : Dated :

Name of the Declarant and Signature

FORMAT OF BID SECURITY DECLARATION

(Only for MSE's / StartUp's)

(On Letter Head of Bidder)

Whereas	name	of	agency)	•••••	have	submitted	bids	for
		(Na	me of wo	rk)	• • • • • • • • • • • • • • • • • • • •	•••••	• • • • • • • •	•••

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender specified in the tender documents I/we shall be suspended for two years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order,

Or

2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee/security deposit before the deadline defined in the tender documents, I/we shall be suspended for two years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order.

Signature of the contractor(s)

<u>Centre</u>	<u>/Location:.</u>	SIWANI		
•			TECHNICAL	BID -I

Technical Bid for Job Work and Local Transportation Tender

S.No	Particulars	Details
01	Name of contractor and party	
02	Father's Name(If Individual)	
03	Complete address for correspondence/information With telephone and mobile number	

0.4	NI C /1 /1 /1	
04	Name of the center/location	
	for which the tender is	
0.5	submitted	
05	Tender Fee Submitted	Yes/ No
06	EMD	Yes/ No
07	Bid Security Declaration in	Yes/ No
	case of MSME/ Startup	
09	Provident Fund (PF No)	
	Code	
	(Copy of Certificate from	
	competent authority to be	
	submitted)	
10	PAN Number	
	(Copy of PAN Card to be	
	submitted)	
11	GST Number	
	(Copy of GST to be	
	submitted)	
12	Permanent Address	
	(Attach photocopy of Aadhar	
	Card)	
	·	
13	Is the contractor/firm	Yes / No
	registered in MSE?	
	If yes, attach photocopy of	
	certificate	
14	If the contractor/firm is	Yes / No
	MSE, is it SC/ST?	
	If yes, attach photocopy of	
	certificate.	
15	If the contractor/firm is	Yes / No
	MSE, is it female? Yes / No	
	If yes, attach photocopy of	
	certificate.	
16	Whether the contractor/firm	Yes / No
	is under startup category	
	If yes, then attach	
	photocopy of certificate.	
17	Contractor's bank account	a) Name of the account holder
	details	b) Bank Name
	(pls attach cancelled	c) Branch Address
	Cheque Copy)	d) Bank Account number
		e) IFSC Code

Note:- It is mandatory to attach Declarations, Bid Security Declaration alongwith MSE Certificate in case of MSME/ Startup, PF code number, GST number and PAN number along with all the copies of tender Document signed and stamped in all pages.

Date	Seal and Signature
Place	Contractor's Name
	•••••

केंद्रीय भण्डारण निगम <u>क्षेत्रीय कार्यालय- चण्डीगढ़</u> "**फाइ**नेंशियल बिड–11" (Financial Bid–11) फसल वर्ष 2024–25 के लिये केन्द्रों पर जॉब वर्क तथा स्थानीय परिवहन निविदा 1

ठेकेदार का नाम :-केन्द्र/स्थान का नाम-:

	±) <u>कपास/नरमा से संबंधित कार</u>	<u>f</u>		
क्रम	कार्य का व्योरा	प्रति इकाई	दरें सभी करों सहित (रुपए में) (Excluding GST)	Weightage

	निगम दुवारा सीधी खरीद (direct purchase) के समय मंडी						
	/ नोटिफ़ाइड मंडी / फैक्ट्री प्रांगण में कपास की पल्ली						
	तुलाई तथा भराई (Palli Weighing & Filling)		Fixed Rate				
	नोट :		(राज्य मंडी बोर्ड				
1	क) ठेकेदार दुवारा जो तोला कपास की तुलाई हेतु	प्रति कि°	द्वारा तय रेट के				
	ल्गाया जायेगा वह मार्किट कमेटी का लाईसेंस धारक		अनुसार)				
	होना चाहिए 1		3 ,				
	ख) तोल हेतु तोल कांटा, वज़न /बाटआदि उपकरण						
	ठेकेदार को स्वयं उपलब्ध करवाने होंगे।						
	मण्डी/नोटिफाईड मण्डी में कपास की पल्ली कांटे से उतराई, पल्ली बधाई एवं पल्ली की ट्रक/ट्रोली/गड्डा में	प्रति क्वि°					
2	उतराइ, परला बधाइ एवं परला का ट्रक / ट्राला / गड्डा म	ଧାପ ।ଖଂ					
3	कपास का मंडी से फैक्ट्री तक का ट्रक/ट्रोली/गड्डा में परिवहन/दुलाई कपास कीउतराई के बिना 1	प्रति क्रि°					
3	(दरें सभी स्थानीय फैक्ट्रीयों हेतु)	אות ושי					
	2	प्रति क्वि°		2			
	कुल A (2+3)	प्राता । धर		2			
	II) <u>गोदाम/अन्य स्थानो से संबंधित</u>	कार्य					
	किसी भी फैक्ट्ररी से किसी भी गोदाम (केंद्रीय भंडार गृह,						
	हिरयाणा राज्य गोदाम, अन्य सरकारी या सहकारी एवं						
4	प्राइवेट गोदाम आदि) के लिए गाठें हेतु परिवाहन/ दुलाई	प्रति गांठ					
	ट्रक्/ट्रोली/गृड्डा लुदाई तथा उतराई के बिना						
	(गोदाम 10 कि.मी. तक)						
5	गांठो की उतराई	प्रति गांठ					
6	गांठों की ढाग/ चट्टा लगाई खिचाई सहित	प्रति गांठ					
7	गांठों की ढाग/ चट्टा तुड़ाई खिचाई सहित	प्रति गांठ					
	কুল B (4+5+6+7)	प्रति गांठ		80			
				4			
8	गांठों की ट्रक / ट्राली / कंटेनर आदि में लदाई c	प्रति गांठ		1			
	++++++++++++++++++++++++++++++++++++++						
9	गांठों की तुलाई	प्रति गांठ					
10	त्रिपालों की ट्रक या ट्राली से उतराई एवं चट्ठा लगाई खिंचाई सहित	प्रति त्रिपाल					
	/ त्रिपालों की ढाग तुड़ाई खिंचाई सहित एवं ट्रक या ट्राली में लदाई	uP ni -					
	ग्रे क्लाथ की गाठों की ट्रक या ट्राली से उतराई एवं चट्ठा लगाई,	प्रति गांठ					
11	खिंचाई सहित/ ग्रे क्लाथ की गाठों की ढाग तुड़ाई, खिंचाई						
	सहित एवं ट्रक या ट्राली में लदाई			2			
	कुल D (9+10+11)			2			
12	फैक्ट्री से बाहर सेम्पल कटाई E	प्रति सैम्पल		15			
		2030 312 131					
<u>नोट :</u>							
	यदि कपास का तौल फैक्ट्री में स्थित Weighbridge पर होता है						
1.	1, 2 तथा 3 की दरों का भुगतान नहीं किया जाएगा। ऐसी स्थिति	में केवल wei	gh bridge प्रभार				
काभु गतान यदि लागू हो तो किया जाएगा।							
2.	यदि कपास का तौल फैक्ट्री प्रांगण में पल्ली कांटे पर होता है तो ठेकेदार को उपरोक्त क्रम संख्या 1 का						
	भुगतान किया जाएगा एवं क्रम संख्या 2 तथा 3 की देश का भुगतान नहीं किया जाएगा।						
3.	यदि गांठों का तौल Weigh bridge पर किया जाता है तो उस स्थिति में ठेकेदार को क्रम संख्या 9 की						
· ·	दरा का भुगतान नहां किया जाएगा।						
	_		पल्ली/ बोरों की बंडल बंधाई, लदाई, उतराई एवं रख-रखाव, त्रिपालों का रख-रखाव एवं गोदाम				
4.	_						

5.	उपरोक्त दरें सभी करों सहित Excluding GST भरी जाये।	
6.	ठेकेदार को खरीदी की मात्रा अधिक होने पर मण्डी/नोटिफाईड मण्डी में लेबर एवं परिवहन/दुलाई हेतु साधन पर्याप्त मात्रा में उपलब्ध करवाने होगें।	
7.	एल-1 दर निम्नानुसार निर्धारित की जाएगी-: L-1 दर: (Ax2 + Bx80 + Cx1 +Dx2 + Ex15)/100	
8.	ठेकेदार को लेबर एवं परिवाहन / दुलाई का बिल अलग–अलग प्रस्तुत करना होगा और प्रति माह बिल केन्द्र प्रभारी से सत्यापित कर शाखा कार्यालय को भेजना होगा।	
9.	निविदा में दर्शायी गई सभी नियम एवं शर्ते (TERMS & CONDITIONS) ठेकेदार पर लागू होगी एवं तदानुसार ठेकेदार को लिखित मेंअनुबंध में हस्ताक्षर करना होगा।	
10.	यदि कोई निविदाकर्ता शून्य/शून्य शुल्क प्रतिफल उद्धृत करता है, तो निविदा बोली को अनुत्तरदायी माना जाएगाऔर उस पर विचार नहीं किया जाएगा।	
11.	उद्धृत दरें दशमलव के दो स्थानों तक ही मान्य की जाएंगी।	
करने हे	ाम द्वारा निविदा में दी गई सभी नियम एवं शर्ते ध्यानपूर्वक पढ़ और समझ ली है तथा मैं निविदा की इन शर्तों का पा तु बाध्य हूँ। मैं निविदा में दी गयी सभी नियम एवं शर्तों पर निगम द्वारा आबंटित कार्य को निष्पादित करने हेतु लि पर हस्ताक्षर करूंगा।	खेत
	हस्ताक्षर ठेकेदार	.
	ठेकेदार का नाम	· • •
	ठेकेदार का पता	
	दिनांक मोबा	इल
	नंबर	
AN A	AGREEMENT AGREEMENT MADE AT ON THIS DAY	
	20BETWEEN THE Central Warehousing Corporatio overnment of India Undertaking, established under the Warehousi oration Act, 1962, having its Regional Office at and	ing
Marg "Corp shall M/S_	ng its Corporate Office at 4/1, Siri Institutional Area, August Krang, Hauz Khas, New Delhi- 110016 (hereinafter referred to as toporation", which expression, unless the context requires otherwise include its successors and permitted assignees); and esentated by it's Proprietor/Partic	nti :he se,
Unless And And Work	Job Work Contractor (Herein Aft Brevity's Sake Called "The Job Work Contractor" Which Expression Shass Repugnant To The Context Or Meaning Thereof Include Its Successor Assigns) Of The Second Part. Whereas The Job Works Contractor Has Agreed To Do The Work Of Job At Godowns For The Corporation During The Cotton Season 2024-	all ors
And	01-10-2024 To 30-09-2025) On Contract Basis. Whereas The Corporation Has Accepted The Offer On The Terms litions Contained As Follows:- We Shri/M	25 &
And Cond I/	01-10-2024 To 30-09-2025) On Contract Basis. Whereas The Corporation Has Accepted The Offer On The Terms litions Contained As Follows:-	25 & /S ob

At		Our Provid	lent Fund	Code
No	And	Income	Tax	Pan
No				

Terms and Conditions:

- 1. The rates for Job work and transportation are as per attached Annexure (A).
- 2. The Contractor shall abide by all terms & conditions prescribed by the Cotton Corporation of India Ltd & CWC. The Contractor also agree to abide by all Rules, Acts, Provisions for employing labourers to do the work related to kapas (seed cotton), FP bales & other stock of the corporation as per Minimum wages Act, Provision of Provident Fund Act, Payment of wages Act, provisions relating to employing children & women, workmen compensation Act, Bonus Act, Shops and Establishment Act, Factories Act and all other rules and acts not specified hereunto. Violation of any such rules will invoke penal action on the contractor as per laws.
- 3. If MSE Certificate attached by the tenderer should be relevant to the nature of work of the tender.
- 4. The Contractor has to submit the certified copy of the PF Challan to CWC every Month, establishing payment of P.F deposited with P.F Department. In case of non-payment / less payment of P.F, the contractor will be wholly responsible for all liabilities due to P.F Dept. In case of non-compliance of above formalities deductions of PF will be made from the bills and security deposit as per prevalent rules of PF Dept.
- 5. The rates finalized will be inclusive of any probable increase that may be made by the Government in Minimum wages Act or any other reason and contractor s hall not demand any proportionate increase or revision in the finalized rates till the period under the agreement is completed. No extra charges will be paid by the Corporation on account of detention of the trucks/vehicles.
- 6. 15% deduction will be made from bills submitted by the contractor as security deposit along with Income Tax and other taxes, if applicable. Such security deposit shall be released at the end of the season/contracted period on satisfactory completion of work by contractor. However no interest will be paid on such security deposit. Satisfactory completion certificate to be obtained from concerned Warehouse Manager.
- 7. The weighment of kapas purchased by CCI at the centre is expected to be completed on the same day by the contractor or maximum upto the start of Auction of next day in mandi. In case weighment is delayed by more than 2 days, the loss to corporation due to such delay in weighment will be recovered from the contractor.
- 8. In case of direct purchase by CCI, Palli weighing and filling shall be done by the contractor at the rates fixed by HSAMB. For this work contractor shall ensure that weighment of kapas is done by only licensed weighman/ Taula of Mandi. In such case, arrangement of equipments (like weighing scales/pallikanta, weights, etc.) for weighment of kapas is to be arranged

- by the contractor. Weighing scales/pallikanta, weights, etc. should be duly certified by the Weights & Measures Department of Government.
- 9. The contractor shall compensate the corporation in the event of any delay in work on account of insufficient number of labourers/ vehicles supplied by the contractor. In this regard, the decision of the Regional Manager shall be final & binding on the contractor.
- 10. Adequate vehicles should be placed on the day to day basis according to corporation's requirement. Contractor should be able to place extra vehicles also, instantly in case of demand. He will have to transport the bales within 24 hours from the intimation. In case of failure, the corporation will arrange the work through other transporter at its discretion and the difference of rate/loss/damage/overheads in any sustained will be recovered from the transporter in addition to the forfeiting the EMD.
- 11. In case of any dispute on any terms interpretation etc. the decision of the Regional Manager shall be final and binding on both the parties.
- 12. The rates quoted by the party should be inclusive of all taxes but excluding GST.
- 13. All statutory deductions such as Income Tax, Surcharges etc., will be deducted from the bills at the prevailing rates as per Income Tax Act 1961 under Section 194(C)/GST Act.
- 14. The contractor will ensure proper safety of the goods/stock of corporation. The contractor shall undertake to compensate the corporation for any loss arising out of willful act of the contractor / labours or cause any kind of damage to the corporation's property. Also, Contractor will be penalized for any kind of mishandling of corporation's stock (kapas, FP bales etc.) resulting in damage to quality/packing.
- 15. The contractor is responsible for any complication because of excess/short loading.
- 16. Transit loss if any observed shall be deducted proportionately from the contractor.
- 17. Bales should be loaded lot-wise and no intermixing of lots will be allowed.
- 18. In transit the bales will have to be covered with tarpaulins and proper protection of stock should be taken by the contractor.
- 19. The vehicle should be clean and the vehicles carrying coal, cement, chemicals etc., which cause damage to Cotton/stock should not be used. If any damage caused due to transportation of bales, then the recovery will be made from concerned contractor as determined by the Corporation.
- 20. In case of any accident or eventuality during the transit the same should be informed to Regional Office, Chandigarh/concerned Warehouse Manager immediately, besides completing the formalities of lodging F.I.R. with police, investigation report, arrangement of Fire Brigade report and

- photographs etc., The contractor will be responsible for submitting copies of F.I.R., fire brigade report etc., wherever necessary. Without preliminary survey truck/ salvage should not be removed.
- 21. The bills accompanied with gate pass, L.R. copy along with acknowledgement of goods received in good condition from concern godown incharges of CCI, duly acknowledged by Warehouse Manager should be submitted to Regional Office for settlement of bills.
- 22. The payment will be made through e-payment (RTGS/ NEFT etc.).
- 23. The contractor should contact Centre Incharge / Warehouse Manager and Regional Office on daily basis for ascertaining the requirement of vehicles/job work.
- 24. Penalty clause: If contractor fail to perform contract partially or fully, then Corporation shall have right to penalize the Transporter/contractor including blacklisting for up to next two cotton seasons.
- 25. During the season contractor should transport any bursted/damaged bales from godowns to factory and after repressing the repressed bales should be transported to godowns as per finalized, per bale basis rate.
- 26. Contractor must give undertaking that if TDS is not applicable, he is having less than 10 vehicles as per the prevalent rules along with copy of PAN card. Format of declaration is enclosed.
- 27. Contractor will have to submit the CCI/Corporation's stock (palli, tarpaulin etc.) provided to him for corporation's work after completion of work. In case of non- submission or any damage to the stock, the loss will be recovered from the contractor.
- 28. The contractor shall obtain worker's Insurance policy with the Insurance Company and pay the premium and shall not claim any amount from the Corporation. The contractor shall pay compensation if any in case of accidents and Corporation will not be responsible.
- 29. In case of any legal suit filed against the Corporation by any workmen, the Corporation is authorized to recover the loss/expenses if any from the contractor.
- 30. Whenever the labour department demands to furnish the records or documents pertaining to labourers, the contractor shall have to produce the same to their best satisfaction.
- 31. The Contractor will raise bills separately for job work and transportation of kapas/FP bales and forward it through concerned Warehouse Manager to Regional Office on monthly basis.
- 32. The Loss sustained by the Corporation due to the negligence / non supply of labour by the concerned contractor, Corporation shall be liable to carry the work through other contractor and loss if any suffered by the Corporation shall be recovered from the bills / EMD's / Security Deposits of original contractor.

- 33. Corporation reserves its right to engage any number of contractors in one/ all the Centers/places depending upon the volume of work.
- 34. The Contractor shall charge the same rate as finalized in tender for loading of bales from cotton buyers to whom the cotton bales were sold by CCI at the time of loading of bales. The Contractor has no right to enhance the said rates under any circumstances.
- 35. The rates once finalized shall be valid till one year from the date of issue of the confirmation letter/work order and may be extended by the corporation for a further period if necessary.
- 36. GST E-Way Bill, for movement of corporation's stock, will be generated by the transporter as per GST act & provisions. If any liability arises to the corporation due to non-generation / wrong generation of e-way bill, it will be recovered from the transporter.
- 37. All the terms of tender document forms part of agreement and If any dispute arises this contract will have jurisdiction of Regional Office, Chandigarh only.
- 38. Dispute, if any arises out of the contract will be referred to an Arbitrator (not an employee of the corporation) whose appointment shall be made by the Managing Director, CWC and the decision of the arbitrator will be binding on both the parties. The dispute shall be governed by Arbitration and conciliation Act 1996.
- 39. The Corporation is not bound to allocate minimum work to the tenderer.
- 40. ARBITRATION CLAUSE:
 - 1. This contract is subject to the Jurisdiction of Regional Office, Chandigarh, in case of any dispute.
 - 2. Dispute, if any arises out of the contract will be referred to an Arbitrator (not an employee of the corporation) whose appointment shall be made by the Managing Director and the decision of the arbitrator will be binding on both the parties. The dispute shall be governed by Arbitration and conciliation Act 1996.
- 41. I / We the Job contractor undertake to submit "Clearance Certificate" of all the dues payable to P.F. Department in the year end before claiming the security deposit from the Corporation, If required.
- 42. I / We shall abide by terms and conditions mentioned above. If any Terms & Conditions violated by me / us, then the Corporation will have a right to cancel the contract after giving three days' notice and the Corporation will have the right to forfeit the security deposit & EMD lying with the Corporation.

Place:	
Date:	Signature of Job work contractor with seal
Witness:-	Seal and Signature of Authorized Signatory of Contractor

Name & Address

1.	
·	
-	(Signature)
2.	, ,
-	(Signature)

Annexure – (A)

	<u>कपास/नरमा से संबंधित कार्य</u>			
क्र म	कार्यकाव्योरा	प्रति इकाई	दरें सभी करों सहित (रुपए में) (Excluding GST)	
1	निगम दुवारा सीधी खरीद (direct purchase) के समय मंडी / नोटिफ़ाइड मंडी / फैक्ट्री प्रांगण में कपास की पल्ली तुलाई तथा भराई (Palli Weighing & Filling) नोट : क ठेकेदार दुवारा जो तोला कपास की तुलाई हेतु लगाया जायेगा वह मार्किट कमेटी का लाईसेंस धारक होना चाहिए। ख तोल हेतु तोल कांटा,वज़न /बाटआदि उपकरण ठेकेदार को स्वयं उपलब्ध करवाने होंगे।	प्रति क्वि°	Fixed Rate (राज्य मंडी बोर्ड द्वारा तय रेट के अनुसार)	
2	मण्डी/नोटिफाईड मण्डी में कपास की पल्ली कांटे से उतराई, पल्ली बधाई एवं पल्ली की ट्रक/ट्रोली/गड्डा में लदाई1	प्रति क्वि॰		
3	कपास का मंडी से फैक्ट्ररी तक का ट्रक / ट्रोली / गड्डा में परिवहन / ढुलाई कपासकीउतराईके बिना 1 (दरें सभी स्थानीय फैक्ट्ररीयों हेतु)	प्रति क्वि॰		
	कुल A (2+3)	प्रति क्वि°		
4	11) गोदाम/अन्य स्थानो से संबंधित कार्य किसी भी फैक्ट्री से किसी भी गोदाम (केंद्रीय भंडार गृह, हरियाणा राज्य गोदाम, अन्य सरकारी या सहकारी एवं प्राइवेट गोदाम आदि के लिए गाठें हेतु परिवाहन/ ढुलाई ट्रक/ट्रोली/गड्डा लदाई तथा उतराई के बिना ।) गोदाम 10 कि.मी.तक)	प्रति गांठ		
5	गांठो की उतराई	प्रति गांठ		
6	गांठों की ढाग/ चट्टा लगाई खिचाई सहित	प्रति गांठ		
7	गांठों की ढाग/ चट्टा तुड़ाई खिचाई सहित	प्रति गांठ		

		<u> </u>	
	कुल B (4+5+6+7)	प्रति गांठ	
8	गांठों की ट्रक/ट्राली/कंटेनर आदि में लदाई c	प्रति गांठ	
9	गांठों की तुलाई	प्रति गांठ	
	त्रिपालों की ट्रक या ट्राली से उतराई एवं चट्ठा लगाई व्विंचाई सहित	प्रति त्रिपाल	
10	/त्रिपालों की ढाग/ चट्टा तुड़ाई खिंचाई सहित एवं ट्रक या ट्राली में		
	लदाई		
	ग्रे क्लाथ की गाठों की ट्रक या ट्राली से उतराई एवं चट्ठा लगाई खिंचाई	प्रति गांठ	
11	सहित /ग्रे क्लाथ की गाठों की ढाग/ चट्टा तुड़ाई खिंचाई सहित एवं		
	ट्रक या ट्राली में लदाई		
	कुल D (9+10+11)		
12	फैक्ट्ररी से बाहर सेम्पल कटाई 🕟 🗷	प्रति सैम्पल	

	<u>नोट :</u>		
1.	यदि कपास का तौल फैक्ट्री में स्थित Weighbridge पर होता है तो ठेकेदार को उपरोक्त क्रम संख्या 1, 2 तथा 3 की दरों का भुगतान नहीं किया जाएगा। ऐसी स्थिति में केवल weigh bridge प्रभार काभु गतान यदि लागू हो तो किया जाएगा।		
2.	यदि कपास का तौल फैक्ट्री प्रांगण में पल्ली कांटे पर होता है तो ठेकेदार को उपरोक्त क्रम संख्या 1 का भुगतान किया जाएगा एवं क्रम संख्या 2 तथा 3 की दरों का भुगतान नहीं किया जाएगा।		
3.	यदि गांठों का तौल Weigh bridge पर किया जाता है तो उस स्थिति में ठेकेदार को क्रम संख्या 9 की दरों का गतान नहीं किया जाएगा।		
4.	पल्ली/ बोरों की बंडल बंधाई, लदाई, उतराई एवं रख-रखाव, त्रिपालों का रख-रखाव एवं गोदाम पाला/ सीपेज इकट्ठा करने का इत्यादि का काम ठेकेदार को निशुल्क करना होगा ।		
5.	उपरोक्त दरें सभी करों सहित Excluding GST भरी जाये।		
6.	ठेकेदार को खरीदी की मात्रा अधिक होने पर मण्डी/नोटिफाईंड मण्डी में लेबर एवं परिवहन/दुलाई हेतु साधन पर्याप्त मात्रा में उपलब्ध करवाने होगें।		
7.	ठेकेदार को लेबर एवं परिवाहन/ढुलाई का बिल अलग-अलग प्रस्तुत करना होगा और प्रति माह बिल भंडार गृह प्रबंधक से सत्यापित कर क्षेत्रीय कार्यालय को भेजना होगा।		

Place:

Date:

Signature of Job work contractor with seal

Witness:-

Name & Address	
1.	
	(Signature)
2.	,

 (Signature)