



CENTRAL WAREHOUSING CORPORATION
[A Government of India Undertaking]
Regional Office, Mumbai



No.CWC/RO-MUM/Busi/Transportation-CCI/2024

Dated : 05.07.2024

E-TENDER DOCUMENT

For Appointment of Regular Transport Contractor for FP Cotton

Bales in MUMBAI Region (CCI AKOLA DIVISION).

Date for downloading Tender Form	05.07.2024 to 15:00 hrs on 25.07.2024
Last Date for online Submission of tender	upto 15:00 hrs on 26.07.2024
Date of opening (technical bid)	At 15:30 hrs on 26.07.2024

REGIONAL OFFICE, MUMBAI

Address- Sector-20, Near APMC Fruit Market,
Vashi, Navi Mumbai-400 703

GST Registration No : 27AAACC1206D1ZG

Phone No. 022-27840863, 27840864, 27840866 Fax: 022-27840862

E-mail: rmmum@cewacor.nic.in Website : www.cewacor.nic.in



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Dated: 05.07.2024

E-Tender Notice

Central Warehousing Corporation invites online e-tendering under two bids system from professionally competent and financially sound interested parties for appointment of Regular contractor for Transportation of FP Cotton Bales & allied materials from various Ginning & Pressing Factories/Godowns located at following centres:

Sr No.	Name of Location	Sr.No.	Name of Location
1	Akot	17	Narkhed
2	Barshitakli	18	Arvi
3	Chikhalgaon	19	Deoli
4	Hiwarkhed	20	Hinganghat
5	Murtizapur	21	Seloo
6	Paras	22	Sindhi Rly.
7	Dhamangaon	23	Waygaon
8	Yevda,Drypur	24	Ansing
9	Chikhli	25	Mangrulpir
10	Khamgaon	26	Darwha
11	Malkapur	27	Ghatanji
12	Nandura	28	Khairi
13	Bhadrawati	29	Pandarkawda
14	Rajura	30	Ralegaon
15	Sonurli	31	Sindola
16	Kalmeshwar	32	Wani

Scope of work	Transportation work of FP Cotton Bales and allied materials etc.	
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	
Tender type	Open	
Schedule of E-Tender	Document downloading date and time	From 05.07.2024 to 15:00 hrs on 25.07.2024
	Date and time for pre bid meeting	1500 hrs on 12.07.2024 at CWC, Regional Office, Mumbai
	Last date and time of online bid submission	upto 1500 hrs on 26.07.2024
	Date and time of online technical bid opening	1530 hrs on 26.07.2024
	Date and time of online price bid opening	Will be intimated later
Bid validity period	90(Ninety) days further extendable by 30(Thirty) Days from the date of Opening of Technical Bid shall be binding on the tenderers.	
Period of Contract	“The contract will be effective till 30-9-2025 from the date of issue of the confirmation letter/work order”	
Cost of tender	Rs.1,180/- (Rupees One thousand one hundred and eighty only) including GST(18%) to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office, <u>Mumbai</u> Upto 15:00Hrs of 25.07.2024. as per details given below under EMD column. Incase of e-payment proof scanned copy of payment containing UTR No. to be uploaded with the technical bid.	
Processing fee of tender	Rs. 885/- (Rupees eight hundred and eighty five only) including GST(18%) to M/s ITI through e-payment through the portal (before uploading the tender) www.cwceprocure.com before 1500 Hrs. of 26.07.2024	
EMD	EMD of Rs. 50,000 for each center , is to be deposited in the following bank account of CWC: Name of Beneficiary: Central Warehousing Corporation.Account No. : 3864000100043777 IFSC: PUNB0386400 Branch: APMC, Vashi, Navi Mumbai. In lieu of EMD, Exempted bidder shall submit Bid Security Declaration as per Appendix-X duly signed and submitted along with online Bid.	
Security Deposit	EMD of Successful bidder will be converted into SD and additional 10% deduction from each bill.	

ELIGIBILITY CRITERIA

Bidders are requested to see clause no 3 of TENDER document for Eligibility criteria and documents required therein.

OTHER DETAILS

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

- to get it renewed immediately.
- h Bidders who wish to participate in TENDER need to fill data in pre-defined forms of Technical Bid, Price Bid in Excel format only.
 - i After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.
 - j The TENDER are to be submitted containing Technical Bid and Financial bid. Financial bid will be opened for qualified bidders only.
 - k Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the TENDER.
 - l No definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation. No claim shall lie against corporation on this count.
 - m The Central Warehousing Corporation reserves the right to accept / reject the TENDERS without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.
 - n NIT is the part of TENDER Document and therefore bidders are requested to read the complete TENDER document and to comply all the conditions mentioned therein.
 - o If the day fixed for opening of TENDER is subsequently declared a holiday, the TENDERS will be opened on the next working day following the Holiday but there will be no change in the time for opening indicated above.
 - p TENDERS to remain open for acceptance for 90 days inclusive of date of TENDER opening (technical bid).
 - q The Regional Manager, CWC, RO, Mumbai may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenderers.
 - r Any clarification regarding online participation, the bidder can contact:-
M/s ITI, New Delhi For assistance, may call following help line numbers: 011-49424365
Email id- cwceproc@etenderwizard.com

REGIONAL MANAGER

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INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF TRANSPORTATION CONTRACTORS FOR TRANSPORTATION OF COTTON BALES AND ALLIED MATERIALS FROM VARIOUS GINNING & PRESSING FACTORIES/GODOWNS

From:

The Regional Manager,
Central Warehousing Corporation,
Regional Office,
Mumbai.

Tel.No.022-27840863, 27840864, 27840866
Fax No. 022-27840862
E-mail: rmmum@cewacor.nic.in

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation) the Regional Manager, CWC, RO, Mumbai invites online tenders, UNDER TWO BID SYSTEM, for appointment of contractors, for transport of FP Cotton Bales and allied material etc; in and around Central Warehouse in Mumbai Region [Maharashtra & Goa] for a period upto 30.9.2025 from the date of issue of confirmation letter/work order.

1. GENERAL INFORMATION

1. Place of Operation:

- a) The works in and around warehouses in **Mumbai Region** for Maharashtra & Goa state
- b) This tender is being called for Cotton Corporation of India (CCI).
- c) Services can be called for any of the locations as per below table. List of locations as on date is hereunder:

Sr No.	Name of Location	Sr.No.	Name of Location
1	Akot	17	Narkhed
2	Barshitakli	18	Arvi
3	Chikhalgaon	19	Deoli
4	Hiwarkhed	20	Hinganghat
5	Murtizapur	21	Seloo
6	Paras	22	Sindhi Rly.
7	Dhamangaon	23	Waygaon
8	Yevda,Drypur	24	Ansing
9	Chikhli	25	Mangrulpir
10	Khamgaon	26	Darwha
11	Malkapur	27	Ghatanji
12	Nandura	28	Khairi
13	Bhadrawati	29	Pandarkawda
14	Rajura	30	Ralegaon
15	Sonurli	31	Sindola
16	Kalmeshwar	32	Wani

NOTE :

- (a) The particulars given above are intended merely to help the tenderers to form their own idea of the approximate quantum of work involved in this contract. The tenderers must acquaint themselves fully with the size and location of godowns vis-à-vis loading/unloading points. They are advised not to fully rely on the particulars given in the notes above, as these are indicative and not exhaustive. No guarantee is given that all the items of work shown shall be required to be performed. The successful tenderers shall be bound to execute all works as required under the terms of contract and shall not be entitled to make any claim whatsoever, against the Corporation for compensation, revision of rates or otherwise on the basis of particulars referred to above.

2. BRIEF DESCRIPTION OF WORK:

Transportation of FP Cotton bales from various Ginning & Pressing Factories/Godowns located at Centre Jurisdiction mentioned in NIT

(Elaborate description of service given in Clause XIX of Annexure-I (Terms and Conditions).

The tenderers must get themselves fully acquainted with the size and location of Godowns vis a vis loading / unloading points / nature of work/infrastructure facilities and functioning of all operations at the site in their own interest before submission of tenders and rates quoted by them for transportation shall be deemed to have been done after such acquaintance.

Once a TENDER/**Price bid** is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the size and location of godowns vis a vis loading/unloading points / nature of work / infrastructure facilities and functioning of all operations at the site and shall not be entitled to any compensation arising out of any discrepancy in the size and location of godowns/group of godowns found later on, or on the ground that the workers employed by him are demanding higher rates of wages if load involved in certain operation(s) is more or the bales to be handled are heavier.

Tenderers are required to quote for any or all the slabs for a particular location detailed in Clause XIX of Annexure-I containing the terms and conditions.

In case the rates are quoted in a manner other than mentioned above, the tenderers are liable to be ignored. The tenderers should not incorporate any condition in the tenders as conditional tenders are likely to be ignored.

The rate quoted should be on per bale basis including unloading charges, and all other expenses, inclusive of all taxes, excluding loading at factory & GST

3. (A) MINIMUM ELIGIBILITY CRITERIA**NOTE:**

1. Tenderer must upload/submit the documents mentioned under minimum eligibility criteria at serial no. 1 to 5 as applicable in accordance to the detailed mentioned below. Non-submission of the mandatory required documents pertaining to minimum eligibility criteria shall make the bid liable to be summarily rejected. :

Sl. No.	Minimum Eligibility Criteria	Mandatory Documents to be uploaded
1.	<p>Turnover: The Tenderer should have achieved the minimum average annual turnover of Rs.30.00 Lakhs during the three preceding financial year.</p>	<p>The Tenderer is required to upload the audited Balance Sheet and Statement of Profit & Loss A/c for the preceding three financial years with the bid. In case 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 can be uploaded. Where the Tenderer is not under statutory obligation to get his Accounts audited, he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years.</p>
2.	<p>a) Tenderers should not have been blacklisted or otherwise debarred by CWC, FCI, CCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid.</p> <p>b) Tenderer's contract should not have been terminated by CWC/FCI/CCI during the last Five years as on the last date of submission of bid.</p> <p>c) The proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company should not have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more. The tenderers on acquittal would be eligible.</p>	<p>Undertaking in this regard Under the Digital/Ink Signature of authorized signatory as per Appendix-II.</p>

3.	Tender registered under Micro and Small Enterprises and Startups certified by DPIIT (if applicable)	<p><u>Micro & Small Enterprises (MSEs) registered in UDYAM Portal and Startups certified by Department for Promotion of Industries and Internal Trade (DPIIT) are exempted from payment of EMD and cost of TENDER and should enclose the proof of their being registered/certified with UDYAM Portal/DPIIT.</u></p> <p><u>An attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. is to be provided.</u></p> <p><u>Their registration should be valid as on last date of submission of TENDER and they should also mention the terminal validity, if applicable, of their Registration, if applicable, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter as amended from time to time.</u></p>
4.	EMD	Proof of Payment of EMD is to be submitted. For exempted bidder, in lieu of EMD, Bid Security Declaration as per Appendix-X should be duly signed and submitted along with online Bid.
5.	Cost of the TENDER	The fees to be paid through e-payment gateway and proof to be uploaded OR certificate of registration for tenderers registered under MSEs.

The documents mentioned at above serial numbers are required under minimum eligibility criteria and are compulsory to participate in the TENDER process, failing which the bid shall be summarily rejected and no further missing documents shall be called for Minimum Eligibility criteria.

3. (B) ALL OTHER REQUIRED DOCUMENTS

Tenderer must upload/submit the documents in accordance to the detailed mentioned below at serial no. 1 to 9 along with the TENDER document.

Sl. No.	Eligibility Criteria	Documentary proof to be uploaded
1.	Details of tenderer	Duly filled, Scanned copy of Appendix-I under the Digital/Ink Signature of Authorized Signatory.
2.	Net Worth: The tenderer should have a positive Net Worth during each of the three preceding financial years.	<p>The tenderer is required to upload the audited Balance Sheet and Statement of Profit & Loss A/c for the preceding three financial years with the bid.</p> <p>In case Balance Sheets and Statement of Profit & Loss A/c for the immediate preceding financial year have not been prepared /audited, the accounts for the year previous to the preceding three financial years can be uploaded.</p> <p>Where the tenderer is not under statutory obligation to get his Accounts audited, he can upload a certificate of practicing Chartered Accountant certifying his Net Worth as positive for each of the three preceding financial years.</p> <p>Proprietary /Partnership Firms, whose turnover exceeds Rs. 200 Lakhs, FY 2016-17 onwards are required to produce audited balance sheet, Profit & Loss Account, Income Tax Return and a statement of Account duly certified by</p>

		Chartered Accountant(s). In case, the tenderer does not submit the above documents, the Net Worth for that year shall be taken as NEGATIVE for the purpose of evaluation of Tenderer.
3.	Power of Attorney Note: The bid should be uploaded by the authorized signatory as defined in Appendix-V under his own digital signature.	Power of Attorney in favor of signatory(ies) duly attested by Notary as per Appendix-V which is for purpose of guidance only and deviation in the wording can be accepted.
4.	Bidder should be a; (1) Registered Company/LLP in India under Companies Act, 2013 OR (2) <u>Registered</u> Partnership Firm OR (3) Proprietorship OR	<u>1) For Registered Company/ PSU/ statutory body</u> (i) Copy of Certificate of Incorporation (ii) Copy of Memorandum of Association (iii) Copy of Articles of Association (iv) Current list of Directors. <u>2) For Partnership Firm</u> (i) Copy of the partnership deed
	(4) Public Sector Undertaking/statutory body OR (5) Cooperative society OR (6) Others.	(ii) List of partners (iii) Copy of registration of Partnership deed. <u>3) For Proprietorship</u> Declaration of Sole Proprietorship as per Appendix-VI under the Digital/Ink signature of sole proprietor.

	<p>(If the tenderer is a partnership firm/LLP, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation)</p>	<p>4) For LLP</p> <ul style="list-style-type: none">(i) Copy of Limited Liability Partnership Agreement(ii) Copy of certificate of registration(iii) Current list of Partners <p>5) For Cooperative society</p> <ul style="list-style-type: none">(i) Bye-Laws (of cooperative Society)(ii) Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the TENDER enquiry. <p>6) For others</p> <ul style="list-style-type: none">(i) Notarized copy of certificate of Incorporation.
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5.	<p>Tenderer understanding of TENDER document and his compliance of TENDER requirements.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The declaration from the tenderer confirming that he has understood the TENDER document and his bid complies with the TENDER requirements / terms & conditions of the TENDER document, he has quoted the rates without any condition / deviation and the rates quoted by him are as per TENDER document. 2. Tenderer is advised not to upload the entire TENDER document; however Appendix VII along with other documents required under eligibility criteria to be uploaded only. 3. Tenderer 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. 	<p>Declaration from the tenderer as per Appendix- VII under the digital/ink signature of Authorized signatory</p>
6.	Undertaking regarding submission of Authentic/Genuine documents/information.	Affidavit to be on stamp paper duly attested by Notary as per Appendix- VIII
7.	PAN Number	Copy of PAN Card
8.	GST Registration	Copy of valid GST registration.
9.	Pre-Contract Integrity Pact	<p>Appendix-XI</p> <p>Under the digital/ink signature of Authorized Signatory on each page of Appendix.</p>

3 (C) EMPANELED CONTRACTORS WITH CWC

- (a) The contractors, who are empaneled with Central Warehousing Corporation(CWC) as on date of publishing of this Tender, are eligible to participate in this Tender.
- (b) For the purpose of Technical qualification, Empaneled Contractor(s) is required to submit the Letter of Empanelment issued by CWC (valid on date of Publishing of this tender) in support of their Technical bid at all the places where document upload is mandatory. However, Power of Attorney as per Appendix-V is mandatory in favour of Authorized Signatory and bid shall be submitted under the digital/ink signature of Authorized Signatory only.
- (c) Submission of Self Declaration as per Appendix-IX for acceptance of all the Terms & Conditions of this Tender is also mandatory for empaneled contractors.
- (d) Empaneled contractors, participating in this tender, are exempted from payment of EMD, submitting Bid Security Declaration and Cost of Tender Document.
- (e) Non-submission of Processing Fees, Letter of Empanelment with CWC, Power of Attorney as per Appendix-V, Self-declaration as per Appendix-IX and submission of Bid under the DSC of person other than the Authorized Signatory, will be liable for rejection.

3. DISQUALIFICATION CONDITIONS

- (a) Tenderers who have been blacklisted or otherwise debarred by CWC, FCI, CCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission will be ineligible during the period of such blacklisting.
- (b) Tenderers contract should not have been terminated by CWC/FCI/CCI due to Tenderer's default during the last Five years as on last date of submission of bid.
- (c) If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years rigorous imprisonment or more, such tenderer will be ineligible. However, if on acquittal by the appellate court the tenderer will be eligible.
- (d) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.

4. OTHER DETAILS

(a) Terms for Micro & Small Enterprises

- I.** TENDER document cost will not be charged from Micro & Small enterprises (MSEs).
- II.** MSEs, who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer the proof of their being registered in UDYAM Portal for goods produced and services rendered.
- III.** The MSEs must also indicate the terminal validity date of their registration, If applicable, which should be valid as on last date of submission of TENDER. MSEs seeking exemption and benefits should enclose a attested / self-certified copy of valid registration certificate, giving details such as validity, stores /

services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

IV. In case the MSE does not fulfil the criteria at Sr. No II and III above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.

V. As per Public procurement policy on MSE, considering that this is a non divisible tender, MSEs quoting price within the band of L-1 + 15% will be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 Price is from someone other than an MSE. In case L-1 is not MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered, Subject to matching the L-1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L-1 price or there is no MSE available in L-1+15% range, then the order shall be placed without applying this principle.

(b) Bidder must upload scanned copies of above referred documents 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.

(c) The Tender are to be submitted containing Technical Specifications through e-Tender process only.

(d) Tender Application is the part of Tender Document and therefore bidders are requested to read the complete Tender document and comply all the conditions mentioned therein.

The bid should be uploaded by the authorized signatory as defined in Appendix-V under his own digital signature. In failure to do so the bid will be treated as ineligible.

5. VOLUME OF WORK

(a) No definite volume of work to be performed can be guaranteed during the currency of the contract. It should be clearly understood that no guarantee is given that all items of work as shown in the Appendix to the TENDER shall be performed/required to be performed under the contract. No claim shall lie against the corporation on this account and shall not be entitled to make any claim whatsoever against the corporation for compensation, revision of rate or otherwise.

(b) The successful tenderers shall be bound to execute all works as assigned under the terms of contract.

6. EARNEST MONEY DEPOSIT (EMD)

(a) At the time of submission of bid, the EMD shall be deposited as per the Notice Inviting Tender.

- (b) Exempted Bidders are required to submit Bid Security Declaration (BSD) as per **Appendix-X** in lieu of EMD.
- (c) No proposal shall be considered which is not accompanied by the required EMD/Bid Security Declaration (BSD).
- (d) In the event of bidder withdrawing its offer before the expiry of the validity period and/or not formally executing the contract after acceptance of bid/proposal by CWC and/or in case of non-furnishing of Security Deposit under the Contract, EMD shall stand forfeited by CWC. In addition to this, CWC may suspend/ban the trade relations with the said bidder or debar the bidder to participate in all future tender enquiries with CWC up-to a period of two (02) years, without prejudice to any other rights and remedies available with CWC under the contract and law including, undertaking risk purchase action at the risk and cost of the bidder. The decision of Regional Manager as regards forfeiture of EMD on bidders' non-acceptance of Contract shall be final and binding upon the bidder and shall be an excepted matter.
- (e) EMD of the unsuccessful bidder shall be returned after finalization of the offer/ execution of the Contract. No interest shall be payable on the amount of Earnest Money in any case. The EMD of the successful bidder shall be converted into Security Deposit.

7. SECURITY DEPOSIT (SD)

- (i) In case, contract is awarded to bidder who is exempted from submission of EMD, such bidder shall be required to submit Security Deposit of **Rs. 50,000/- per location** within 7 days of award of work subject to further extension of 15 days at the discretion of Regional Manager, including original 7 days period.
- (ii) Security Deposit at the rate of **ten (10) percent** shall be deducted from each admitted bill, for work done under the contract while making payment to the Contractor.
- (iii) The Security deposit furnished by the tenderer would be subject to the terms and conditions given in the Appendix to this TENDER and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- (iv) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this TENDER and a fresh security deposit shall be required to be furnished.
- (v) In the event of tenderers failure after the acceptance of his TENDER for not taking over the work, the Corporation may forfeit the EMD and suspend/ban the trade relations with them or debar to participate in all future TENDER enquiries with CWC based on merit of each case for next 5 (Five) years without prejudice to any other rights and remedies of the Corporation under the contract and law. The decision of the **Regional Manager/TENDER Awarding Authority, Central Warehousing Corporation, Regional Office, Mumbai, Sector-20, Near APMC Fruit Market, Vashi, Navi Mumbai - 400703** in this matter shall be final and binding to the tenderer.
- (vi) The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract and on submission of a No Demand Certificate, subject to such

deduction from, the security as may be necessary for making up of the Corporation's claims against the contractor.

- (vii) In the event of termination of the contract envisaged in Clause-X, the **Regional Manager/TENDER Awarding Authority, Central Warehousing Corporation, Regional Office, Mumbai, Sector-20, Near APMC Fruit Market, Vashi, Navi Mumbai - 400703** shall have the right to forfeit the entire or part of the amount of security deposit thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.
- (viii) The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
- (ix) In the event of the Security Deposit being insufficient or if the Security Deposit has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining due balance.

8. SELECTION OF LOWEST BIDDER

- (a) For Each Center location applied, separate rates are to be quoted in the format attached in Appendix-XIV.
- (b) L1 bidder will be decided center wise and slab wise.
- (c) The name of the Center includes all the pressing location and godowns under Center jurisdiction.
- (d) The duly filled price bid for any/all Centre location to be uploaded as Financial bid in Excel format in e-Tender portal.
- (e) **Rate Per Bale shall be including transportation from factory/pressing locations / ginning mills to warehouse, unloading at the platform and all other Charges and Taxes but Excluding Loading at Factory/ pressing locations / ginning mills and GST.**
- (f) Price bids should be submitted strictly in prescribed format.
- (g) If a tenderer quotes nil/zero charges consideration, the tender bid shall be treated as irresponsive and will not be considered. If a tenderer does not want to participate at a particular location/centre, the respective location/centre in the price bid shall be kept blank.
- (h) The technical bid shall be opened on the due date and time specified in tender. The price bid of only such tenderers, whose technical bid is found to be qualified, shall be opened. The time and date of opening of price bid shall be fixed and shall be intimated to qualified parties only.

- (i) Necessary clarification required by the Corporation shall be furnished by the tenderer within the time frame given by the Corporation for the same as per procedure given in 10.1 to 10.3.
- (j) The bids of such tenderers who do not pay the cost of TENDERS and / or do not submit the Bid Securing Declaration (Appendix-X) shall not be taken cognizance of.
- (k) It should be clearly understood by the Tenderer[s] that no opportunity shall be given to him / them to modify or withdraw his / their offer after the date and time stipulated for submission of TENDER. In case of any modification or withdrawal of the offer by any bidder after the date and time stipulated for submission of TENDER, the bidder shall be debarred for participating in tender for next 5 (Five) years.
- (l) The TENDER Form shall be filled in by the Tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the TENDER invalid unless the same is neatly carried out and attested over the full signature of Tenderer. The decision of CWC to interpret the rates filled in by the tenderer, shall be final and binding on the contractor.

9. SUBMISSION & TECHNICAL EVALUATION OF TENDER

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

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

I. Information about tenderers :

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

II. Uploading/Signing of TENDER:

Person or persons uploading/signing the bid shall be Authorized to do so as per **Appendix-V**. The bid should be uploaded by the authorized signatory as defined in Appendix-V under his own digital signature.

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

Step 1: Technical Evaluation based on documents submitted.

Step 2: Financial Evaluation based on financial bid submitted.

IV. Technical Evaluation:

a) **BIDDER TO NOTE THAT THE FINANCIAL BID SHOULD BE SUBMITTED SEPARATELY AND INDEPENDENT OF THE TECHNICAL BID. IN CASE, FINANCIAL BID FORMS PART OF THE TECHNICAL BID, THE BID SHALL BE SUMMARILY REJECTED BY CWC.**

b) The objective of the technical evaluation process is to select bidder(s) who have the commercial and operational strength to provide the services. The bid(s)/proposal(s) shall be evaluated as per the criteria specified in this Tender. However, within the broad framework of the evaluation parameters as stated in this Tender, CWC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.

c) Only those Bidders, meeting the eligibility criteria as specified in the Tender, would be considered for technical evaluation.

Pre-bid meeting:

A pre bid meeting shall be conducted before submission of tender documents for clarifying issues and clearing doubts, if any, the date, time & place of pre-bid shall be indicated in the bidding document. This date shall be sufficiently ahead of bid opening date. The record of such meeting shall be exhibited on the website.

9.1 Preliminary scrutiny of bids:

The Corporation will scrutinize the bids received to see whether they meet the basic requirements as incorporated in the bid document. The bids which do not meet the basic requirements shall be treated as unresponsive and ignored. The following are grounds due to which a bid may be declared as unresponsive and will be ignored during the initial scrutiny:

- (i) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed);
- (ii) The bid is not legible;
- (iii) Required Bid Security Declaration as per Appendix-X and cost of tender has not been received;
- (iv) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- (v) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.

Only the bids which are not unresponsive shall be taken up for further evaluation.

9.2 Further evaluation of Stage: I Technical Bid:

- a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- b) The Corporation, if necessary may ask the tenderer for any specific information/clarification relating to qualifying document/condition or can seek missing document(s). The required clarification and missing documents will be asked from only those bidders who have fulfilled the minimum eligibility criteria and it must be uploaded within specified time subject to maximum of 15 days on the same portal as per the procedure prescribed below i.e. in clause 10.3.

The missing documents to be submitted should not be of a date later than the date of submission of original bid, however Net Worth Certificate as per Appendix –IV, Affidavit of Proprietary Firm as per Appendix –VI, Compliance of bid requirement as per Appendix-VII, Affidavit regarding certification of genuineness & authenticity of documents as per Appendix-VIII and Pre-contract Integrity Pact as per Appendix-XI submitted as missing documents can be of a date after the date of submission of original bid. The missing documents sought is allowed to be submitted only by uploading on the tender website through which same has been asked.

- c) Corporation well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- d) The tenderer has the option to respond or not to respond to these queries.
- e) The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the TENDER shall be sought, offered or permitted.
- f) If the tenderer fails to respond, within the stipulated time period or the clarification(s)/and missing document(s) submitted is non-conforming to requirement of TENDER conditions, no further time will be given for submitting the same and the TENDER will be summarily rejected.
- g) All the responses to the clarifications and missing document(s) will be part of the Proposal of the respective tenderer and if the clarifications and missing document(s) are in variance with the earlier information in the proposal, the information provided in later stages will also be the part of the evaluation process for technical qualification.
- h) Corporation in no way confers or gives the right to the bidders participating in the TENDER inquiry as per this clause that the bidder has met with the minimum technical qualification or shall not consider itself as technically qualified as per the TENDER conditions.

9.3 Procedure to be followed for obtaining missing documents and specific clarification :

- (a) An Icon for clarification and missing document(s) shall appear on “Bid Details” page (in front of each of the bidder’s name) at Corporation’s end after opening of Technical/Financial Bid.
- (b) Corporation shall click on clarification and missing document(s) icon for the desired bidder and enter the details of clarifications and missing document(s) sought within the prescribed time.
- (c) After entering the details of clarification and missing document(s) sought by the Corporation, same icon is to be clicked at bidder’s end for replying to the particular clarification and missing document(s) sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification and missing document(s) sought by the Corporation.
- (d) Bidder will click on clarification icon and will reply to the same and upload the required clarification and missing document (optional) in support of clarification sought and also submit missing documents, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.
- (e) Once the prescribed time expires, the reply button of clarification and missing document(s) screen from bidder side shall also disappear automatically.
- (f) After expiry of prescribed time, Corporation shall download the clarification and missing document(s) submitted by the bidder.
- (g) Bidder to refer clarification and missing document(s) manual available on e-portal www.cwceprocure.com or www.tenderwizard.com/cwc or seek assistance from the Help desk.

10. OPENING OF TENDER

The online TENDERS [technical bid] shall be opened on the date and time specified. If the date for opening of TENDERS happens to be a holiday, the TENDERS will be opened on the next working day following the holiday.

11. CORRUPT PRACTICES

Any bribe, commission, or advantage offered or promised by or on behalf, of the tenderer to any officer or servant of the Corporation shall (in addition to any criminal liability which the tenderer may incur) debar his TENDER from being considered. Canvassing on the part or on behalf, of the tenderer shall also make his TENDER liable to rejection.

12. ACCEPTANCE OF TENDER

-The Regional Manager, CWC, Regional Office, Mumbai for and on behalf of the CWC, reserves the right to reject any or all TENDERS without assigning any reason and does not bind himself to accept the lowest or any TENDER. He also reserves the right to accept the TENDER for any or all the offers. The successful tenderer shall be advised of the acceptance of his TENDER by a letter/email. Where acceptance is communicated by e-mail the same shall have to be acted upon immediately, without awaiting for the post copy in confirmation.

13. EXECUTION OF AGREEMENT

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

- i. The agreement shall be executed within one week of the acceptance of the TENDER, failing which the Contract is liable to be terminated.*

The Regional Manager may at his discretion, however, on a specific request by the successful tenderer, give additional time to the tenderer to execute the Agreement, which in any case shall not exceed more than 15 days in all, including the original one-week period.

Yours faithfully,

DATE:05.07.2024

(_____)
**FOR AND ON BEHALF OF THE
REGIONAL MANAGER,
CWC, REGIONAL OFFICE, MUMBAI.**

TERMS AND CONDITIONS GOVERNING CONTRACT FOR TRANSPORTATION OF FP BALES AND ALLIED MATERIAL FROM VARIOUS GINNING & PRESSING FACTORIES /GODOWNS IN MUMBAI REGION.

I. Definitions:

- i. The term 'Contract' shall mean and include the notice inviting tender, the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexures and schedules, acceptance of tender and such general and special conditions as may be added to it;
- ii. 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 may be;
- iii. The term 'Corporation' and the Central Warehousing Corporation, wherever occur shall mean the Central Warehousing Corporation established under Warehousing Corporation Act 1962 will include its Managing Director and its successor or successors and assigns.
- iv. The term 'Godown' / 'Warehouse' shall mean and include depots, godowns, warehouse 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 FP Bales inside or outside the premises;
- v. The term 'Managing Director' shall mean the Managing Director of the Corporation;
- vi. The term 'Regional Manager' shall mean the Regional Manager of the CWC 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;
- vii. The term 'Services' shall mean the performance of any of the items of work enumerated in schedule of services as elaborated in Clause XIX herein 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;
- viii. The term 'Truck' wherever mentioned shall mean mechanically driven vehicles such as lorries etc., and shall exclude animal driven vehicles;

II. Object of the Contract:

The contractors shall render all or any of the services given in Clause XIX and schedule of rates, as and when necessary, as directed from time to time by the Regional Manager or an officer acting on his behalf together with such additional, auxiliary and incidental, duties, services and operations, as may be indicated by the Regional Manager or an officer acting on his behalf and

are not inconsistent with these terms and conditions

III. Parties to the Contract:

- (a) The Parties to the contract are the Contractor and the Central Warehousing Corporation represented by the Regional Manager and/ or any other person authorized and acting on his behalf.
- (b) The person signing, the tender or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, on enquiry, it is found that the person concerned has no such authority, the Central Warehousing Corporation represented through the Regional Manager, may, without prejudice to other civil and criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.
- (c) Notice or any other action to be taken on behalf of the Central Warehousing Corporation may be given / taken by the Regional Manager or any other officer so authorized and acting on his behalf.

IV. Constitution of Contractor/s:

- (a) Contractor shall at the time of submission of tender declare whether they are Sole Proprietary concern or registered partnership firm or private limited company or a public limited company, Cooperative Society incorporated in India or a Hindu undivided firm or MSEs. The composition of the partnership, names of Directors of Companies and name of the Karta of Hindu undivided family as the case may be, shall also be indicated. Similarly, in case of Cooperative Society, the name of Secretary, by-laws and areas of operation should be indicated. The Contractor shall also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The person/s so nominated shall be deemed to have Power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractor.
- (b) The Contractor shall not, during the currency of the contract, make without the prior approval of the Corporation, any change in the constitution of the firm. The contractor shall notify to the Corporation the death/resignation of any of their partner/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

V. Subletting:

The contractor shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Corporation. In the event of the contractor contravening this condition, the Corporation shall be entitled to place the contract elsewhere on the contractor's account and at their risk and the contractor shall be liable for any loss or damage, which the

Corporation may sustain in consequence or arising out of such replacing of the contract.

In case of individual / sole proprietorship firm, the contract comes to an end with the death of the contractor / individual or the proprietor of the sole proprietorship firm and contract shall not be awarded to his legal heirs. Any person claiming to be as legal heirs of deceased contractor /individual or the Sole proprietorship firm seeking /desirous of their movable assets / cash/pending amount, is required to get succession certificate from the court of Competent Jurisdiction.

VI. Relationship with Third Parties:

All transactions between the contractor and third parties, shall be carried out as between two principals without reference in any event to the Corporation. The contractors shall also undertake to make the third parties fully aware of the position aforesaid.

VII. Liability for Personnel:

- (a) All the workers and/or person employed by the contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The contractor shall be responsible against any liabilities of accident, partial or full disability, death etc. of his worker or third party. The Contractor shall keep CWC indemnified against liabilities arising out of the contract on this account.
- (b) The contractor shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts, etc., including but not limited to the following:-
 - a. Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
 - b. The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
 - c. The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
 - d. The Minimum Wages Act 1948.
 - e. The Payment of Bonus Act 1965.
 - f. The Payment of Gratuity Act 1972.
 - g. The Payment of Wages Act 1936.
 - h. The Motor Vehicle Act.
- (c) The contractor shall maintain all the Registers and records, file the returns, display notices as required under the provisions and rules of various applicable labour and transport laws.
- (d) Apart from the indemnity provided to the principal employer under the various labour laws, the contractor shall fully indemnify CWC against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in CWC.
- (e) It shall be the responsibility of the contractor to get all employees/workmen deployed at CWC premises duly screened and verified, preferably through police verification. CWC shall have the right to object and require the contractor to remove forthwith from the

- premises any personnel employed by him, if in the opinion of CWC such person's conduct is not commensurate with the requirements, discipline, decorum and decency of CWC and/or the person is not desirable with proper performance of the work.
- (f) The contractor shall pay not less than minimum wages rate as notified by the appropriate Government to the employees/workers engaged by him. The disbursement of the wages shall be in the manner as prescribed under law.
 - (g) The contractor shall provide, at his own cost, all workers and other employees with necessary tools, safety helmets, shoes, jackets, etc. for effective and efficient discharge of the work contemplated in the contract.
 - (h) CWC shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee from any sum due by CWC to the contractor whether under the particular contract or otherwise, CWC shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the contractor and upon his giving to CWC security for all costs for which CWC might become liable in contesting such claim. The decision of CWC regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.
 - (i) If CWC, at any time, considers the mode adopted by the contractor of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the contractor may be withheld during such non-compliance.
 - (j) The onus of deposit of PF/ESI dues shall be on the contractor. Payment against contractor's bills will be released only when notarized copies of relevant challans, PF Registration / Code Number along with photocopies of attendance and payment registers, if and as applicable, are provided for the previous month (i.e. one month prior to the period for which the bill pertains).
 - (k) The contractor will ensure compliance of mandatory Central & State government regulations/orders/guidelines, as and if applicable.
 - (l) It shall be mandatory for the contractor to obtain (or at least apply for) labour license, if and as applicable, before the commencement of the work. (To enable the Contractor to apply for labour license, necessary certificate of award of work shall be given by CWC).
 - (m) The contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund and Miscellaneous Provisions Act, 1952, wherever applicable and shall also indemnify CWC from and against any claims under the aforesaid Act and the Rules.
-
- (a) The Corporation shall be fully indemnified by the contractor against all payments, claims and liabilities whatsoever incidental or direct, arising out of or for compliance with or enforcement of the provisions of the above said acts or similar others enactments of the country as they are at present or as they would stand amended from time to time, to the extent they are applicable to the establishments/ works in the Corporation.
 - (b) The Warehouse Manager concerned or Regional Manager of the Region of the Corporation shall have the right to deduct from any money due to the contractor, any sum

required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not authorized or justified by the terms of the contract or non-observance of the Rules and Regulations and or Acts by way of fulfilment of any obligations on the part of the contractor for strict observance of the provisions of the aforesaid laws.

- (c) In every case in which by virtue of the provisions of subsections (1) of Section 12 of the Workmen's Compensation Act, 1923 the corporation is obliged to pay compensation to a workman employed by the contractor. In execution of the contract the Corporation will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the Corporation under Sub-section (2) of Section 12 of the said Act, the Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the Contractor whether under the contract or otherwise.
- (d) GST or any other tax on input material or services used by contractor in respect of this contract shall be payable by the contractor and Central Warehousing Corporation will not entertain any claim whatsoever in this respect.
- (e) The Contractor shall have to allow CWC representatives as escort to travel in the lorry, if required.

VIII. Bribes, Commission, Corrupt Gifts etc. :

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or any one or more of their partners/ Directors/Agents or servant or any one-else on their behalf to any officer, servant, representative or agent of the Corporation or any person on his or their behalf for showing or for bearing favour or disfavour to any person in relation to the contract, shall subject the contractor to the cancellation of this contract or any other contract with Corporation and also to payment of any loss or damage resulting from such cancellation.

IX. Period of Contract:

- i. The contract will be effective till 30-9-2025 from the date of issue of the confirmation letter/work order
- ii. To terminate the contract at any time during its currency without assigning any reason thereof by giving thirty days' notice in writing to the contractor at their last known place of residence / business and the contractor shall not be entitled to any compensation by reason of such termination.

The action of the Regional Manager, CWC, Regional Office, Mumbai under this clause shall be final, conclusive and binding on the contractor and shall not be called into question.

X. Summary Termination:

- a) The Regional Manager/Tender Awarding Authority shall have, *without prejudice to other rights and remedies*, the right, in the event of breach by the contractors of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract, at the risk and cost of the contractors and /or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or unwork-man like performance of any of the services under the contract and to claim from the contractors any resultant loss sustained or cost incurred. The non performing/defaulting Transport contractor may also be suspended/banned for trade relations/blacklisting for a next **5 (Five)** years based on the gravity of non-performance / default of the contractor by the **Regional Manager, Central Warehousing Corporation, Regional Office, Sector-20, Near APMC Fruit Market, Vashi, Navi Mumbai-400703** whose decision in the matter shall be final and binding.
- b) In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors in such eventuality the security deposit amount, as available at that point of time, shall be stand forfeited.

XI. Liability of Contractors for losses etc. suffered by Corporation:

- a) The contractors shall be liable for all costs, damages, demurrages, registration fees, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and un-workman like performance of any services under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrance of demurrage etc. and for all damages or losses occasioned to the corporation due to any act whether negligence or otherwise of the contractors themselves or their employees. The decision of the Regional Manager/Tender Awarding Authority regarding such failure of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.
- b) The Corporation shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by them due to contractor's negligence and un-workmanlike performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the contractors under this or any other contract with the Corporation. In the event of the sum, which may be due from the Corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit as specified in para XI. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation, on demand, the remaining balance of the aforesaid sum claimed.
- c) In the event of default on the part of the contractor in providing labour, weighing scales, weights etc. and /or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the Regional Manager or any officer

acting on his behalf, the Regional Manager shall, without prejudice to other rights and remedies under this agreement, have the right to recover by way of compensation from the contractor a sum of Rs. 500 (Five Hundred) or any lesser sum per day or part of a day of the default as the Regional Manager in his absolute discretion may determine, subject to the total compensation/liquidated damages during the duration of the contract not exceeding **10% of the value of the Work done upto such date**. The decision of the Regional Manager/TENDER Awarding Authority on the question whether the contractor has committed such default or has failed to perform any of such services efficiently and is liable to pay compensation/liquidated damages and as to the quantum of such compensation/liquidated damages shall be final and binding on the contractor.

- d) The Contractor shall be responsible for the safety of the FP Cotton Bales from the time they are loaded on their trucks from Factory/Godown, until they have been unloaded from their trucks at godowns or at other destination, they shall provide tarpaulins on decks of the trucks so as to avoid loss or damages of the stocks/units. They shall deliver the number of FP Bales and allied material received by them and loaded on their trucks and shall be liable to make good the value of any loss, shortage or damage during transit. The Regional Manager shall be the sole judge for determining, after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the contractor for such loss and the amount to be recovered from them. The decision of the Regional Manager/TENDER Awarding Authority in this regard shall be final and binding on the contractor.
- e) While transporting the F.P. bales proper care should be taken for safety and no damage should occur during transit. In case of any incidents to or tendering to lead to any loss or damage(including damage to quality/ packing of goods), in such case, transporter will make it good to the Corporation as decided by the corporation. Further, whatever amounts recovered by the depositor will be recovered from the Transportation Contractor.
- f) The contractor shall be responsible to supply adequate and sufficient scales/trucks/carts/any other transport vehicle for transport & carrying out any other services under the contract in accordance with the instructions issued by the Regional Manager or an officer acting on his behalf. If the contractor fails to supply the requisite number of trucks/carts, the Regional Manager shall, at his entire discretion without terminating the contract be at liberty to engage other labour, scales, trucks/carts etc. at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Regional Manager shall be final and binding on the contractor.
- g) The Contractor shall engage competent adequate staff and labour to the satisfaction of the Regional Manager or an officer acting on his behalf for ensuring efficient transport of FP Bales and Allied Material etc. and furnishing correct and up to date position/information/progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, his servants or agents or representatives. The Regional Manager or any officer on his behalf shall have the right to ask for the dismissal of any employee of the contractor, who

in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractor, his servants or agents or representatives shall be final and binding on the contractor.

- h) In case of any accident or eventuality during the transit the same should be informed to Regional Office/Warehouse Manager/concerned Centre In-Charge/Godown Incharge immediately besides completing all required formalities of lodging F.I.R. with police, Investigation Report, arrangement of Fire Brigade Report and related photographs etc. The Transporter will be responsible for submitting copies of F.I.R. fire brigade report etc., wherever necessary. Without preliminary survey truck/ salvage should not be removed from spot.
- i) If any damage caused due to transportation of bales, then the recovery will be made from concerned transporter as determined by the Corporation.
- j) In case if the damage is caused during transportation, the same shall be re-pressed and transported on account of transporter. The Transporter shall ensure that only fully pressed, covered, neat and clean bales are loaded into the truck
- k) The transporter is responsible for any complication because of excess/ short loading

XII. Setoff:

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

XIII. Book Examination:

The contractor shall, whenever required, produce or cause to be produced, for examination by the Regional Manager or any other officer authorized by him in this behalf, any cost or other accounts, book of accounts, vouchers, receipts, letters, memorandum or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner, as may be required relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract. The decision of Regional Manager/TENDER Awarding Authority on the question of relevancy of any documents information or return shall be final and binding on the contractor. The contractor shall produce the required documents information and returns at such time and place as may be directed by Regional Manager/TENDER Awarding Authority.

XIV. Volume of Work:

(a) Subject as hereinafter mentioned the Corporation do not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract.

The mere mention of any item of work in this contract does not by itself confer a right on the contractor to demand that the work relating to all or any item thereof at the concerned Warehouse should necessarily or exclusively be entrusted to them. The Corporation shall also have the exclusive right to appoint one or more contractors at any time viz at the time of award

of the contract and / or during the tenure of contract for any or all the services mentioned hereunder and to divided the work in between such contractors in any manner that the corporation may decide and no claim shall lie against the corporation by reasons of such division of work.

XV. Remuneration:

- a) The contractor shall be paid the remunerations in respect of the services described in para XX and performed by them at the contract rate.
- b) If the contractor is required to perform any service in addition to those specifically provided for, in the contract and the annexed schedule, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.
- c) The Contractor will have the right to represent in writing to the Regional Manager/Tender Awarding Authority that a particular service which they are being called upon to perform is not covered by any of the services specifically provided for in the contract or as the case may be, is not auxiliary or incidental to such services. Provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.
- d) The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract, or is not auxiliary or incidental to any of such services, shall be decided by the Regional Manager/Tender Awarding Authority, whose decision shall be final and binding on the contractor.

XVI. Payment:

- a) 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, can 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.

Each bill shall, in addition to any condition mentioned in Price Bid document:-

- a) bear this Contract particulars; and
- b) state the name, e-mail address, mobile telephone number of the Corporation's Representative;
- c) supported by Gate Pass/Lorry Receipt/E-way Bill copy/consignee

receipt(s)/Completion Certificate(s), if any issued by the Warehouse Manager and Concerned Center/Godown in charge or an officer acting on its behalf, as the case may be; and

- d) Documents pertaining to Labour Law(s) compliances by the Contractor.

Additionally, The Contractor shall submit the following information/ documents to the Corporation unless specifically exempted by the Corporation representative in writing:

- (i) Copy of the Permanent Account Number ('PAN') card issued by the Indian Tax authorities,
 - (ii) Certified copy of the Certificate issued by Indian Tax Authorities, enabling the Corporation to make payments to the Contractor after deduction of such taxes as per prescribed rate(s) in the Certificate;
- b) The Contractor shall submit its bill(s) in the format prescribed **as per GST Rules.**
- c) The mentioned documents in the Contract shall be sent to the address set out in the Agreement. The Contractor must ensure that all the digitally signed final bill(s) for the Services performed are submitted to the Corporation through Bill Tracking System (BTS), within two months from the expiry of this Contract. Late submission of bill(s) beyond abovementioned period may result into denial of payments to Contractor on the sole discretion of the Corporation.
- d) The Corporation shall make payment after realization of the amount from the depositor and upon receipt of a correct bill submitted pursuant to Clause XVI (a & b) to the Contractor's nominated bank account as notified in writing to the Corporation. The Corporation shall not be liable for any interest on any bill outstanding for payment.
- e) Any bill not complying with the provisions hereof will be returned by the Corporation to the Contractor whereupon the Contractor shall submit a rectified bill through Bill Tracking System (BTS). The Corporation shall make payment of such rectified bill in accordance with Clause XVI (d).
- f) No payment made by the Corporation shall be construed as acceptance in whole or in part of the performance by the Contractor of any of its obligations under this Contract.
- g) All items provided by the Contractor under the provisions of Price Bid Document or the Scope of Work that are expressly stated therein to be reimbursable by the Corporation shall be billed to the Corporation with detailed supporting documentation. The detailed supporting documentation shall include, without limitation, good quality legible copies of all relevant receipts and a detailed summary of the use of and reason for such item. All such supporting documentation must be approved and signed by the Warehouse Manager/ Regional Manager of the Corporation prior to the submission of the relevant bill.
- h) Unless otherwise specified in Price Bid Document, all rates and charges payable by the Corporation under this Contract shall be billed and paid in Indian Rupees (INR).
- i) The Contractor 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.
- j) The Corporation reserves the right to release the payment of GST amount (if applicable) only post matching of the invoices in the GSTN System.
- k) This shall further be ensured by the Contractor registered under GST (if applicable) that the invoice raised by Contractor during a month is appropriately reported in the GST

Returns of the said month.

- l) GST or any other tax on input material or services used by contractor in respect of this contract shall be payable by the contractor and Central Warehousing Corporation will not entertain any claim whatsoever in this respect.
- m) Once the Transportation rates are finalized, no escalation in rates will be accepted during the contracted period for any reason and no extra charges will be paid by the Corporation on account of detention of trucks for any circumstances whatsoever.
- n) The transit loss if any observed shall be deducted proportionately.

XVII. Delays, Strikes etc.:

The contractor will not be responsible for delays, which may arise on account of reasons beyond their control, of which the Regional Manager/TENDER Awarding Authority shall be the final judge. Strikes by contractor's workers on account of any dispute between the contractor and their workers as to wages or to otherwise, shall not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage which the Corporation may suffer on this account.

XVIII .GOVERNING LAW AND JURISDICTION

(A) General

Subject to Clause XVIII(B) , 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**

(B) Dispute Resolution

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 XVIII(B) (Dispute Resolution).

(i) 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.

(ii) 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 .

(iii) 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.

(iv) 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**.

(v) 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.

(vi) 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.

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

(viii) 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 XVIII(B) (Dispute Resolution) shall survive the expiry or termination of the Contract.

XIX. SCOPE OF WORK(SERVICES) :**1 . TRANSPORT OF FP COTTON BALES FROM THE VARIOUS PRESSING LOCATIONS/CENTERS ETC TO VARIOUS GODOWNS AND VICE-VERSA:**

- a) The Contractor shall arrange to transport Loaded FP Cotton Bales by trucks as may be required, on day to day, by the Warehouse Manager or an Officer acting on his behalf, from the various pressing locations/centers etc. to the various Godowns or vice-versa. The contractor shall ensure that no stocks/units are damaged or lost.
- b) The contractor shall obtain from the Warehouse Manager or an officer acting on his behalf every evening particulars of the number of FP Cotton Bales and Allied Materials etc., required to be transported the next day, the place where the trucks/carts should report for loading and the destination to which the goods would be required to be transported. In special cases, they may be required to arrange transport at shorter notice and they shall be bound to comply with such requisitions. Payment for this service will be in accordance with the stipulation given in Schedule of Rates.
- c) Adequate vehicles should be placed on day to day basis as per Corporation's requirement. Transporter should be able to place extra vehicles also, instantly in case of demand. The transporter shall compensate the Corporation in the event of any delay in work due to transporter on account of supply of insufficient vehicles/or any other reason/s.
- d) The Transporter will have to transport the bales within 24 hours from the intimation. In case, the Transporter fails to carry out the work within time frame, the Corporation will have full liberty & discretion to carry out the work through other Transporters and the difference of rate/loss/damage/over-heads if any sustained will be recovered from the Transporter in addition to the forfeiting of EMD. The rate quoted by the party should be Inclusive of all taxes but excluding GST.
- e) The Transporter will have to ensure proper safety of the goods being transported in good condition in neat and clean vehicle. In case of any incidents to or tendering to lead to any loss or damage (including damage to quality/packing of goods), transporter will make it good to the Corporation as decided by the Corporation.
- f) The transporter has to arrange the unloading of the bales at the platform and stacking in to warehouse till prescribed height.
- g) The Transporter is responsible for any complication because of excess/ short loading.
- h) Bales should be loaded lot-wise and no intermixing of lots will be allowed.
- i) Before transit, the Contracted Transporter has to cover the Stock of F.P bales properly with Tarpaulins to ensure proper protection of stock.
- j) The vehicles should be clean & the vehicles carrying Coal, Cement, and Chemicals etc. which causes damage to cotton should not be used.
- k) If any damage is caused due to transportation of bales, then the recovery will be made from concerned transporter as determined by the Corporation.

- l) Bales should be loaded lot-wise and no intermixing of lots will be allowed. 100 bales should be loaded lot-wise and no intermixing of lots will be allowed. If 150 bales are loaded by the transporter, then proper partition will have to be done by laying plastic. Before loading the bales by the transporter, proper plastic shall be plastered on the floor of the truck, otherwise in case the bales deteriorate due to any reason, the transporter will held full responsibility

XX. Duties and Responsibilities of the Contractor:

- 1 . The contractor shall carry out all items of services assigned or entrusted by the Warehouse Manager or an officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said officer. They shall render the services to the satisfaction of the Warehouse Manager or an officer acting on his behalf, together with such auxiliary and incidental duties, services and operation as may be indicated by the said officer(s) and are not inconsistent with the terms and conditions of the contract. Remuneration for all auxiliary and incidental duties and services shall be deemed to be included in the remuneration for all auxiliary and incidental duties. Some of such auxiliary and incidental duties are mentioned below:
2. The contractor shall always be bound to act with reasonable diligence and in a business like manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.
3. The contractor shall engage competent and adequate staff and labour to the satisfaction of the Warehouse Manager or an officer acting on his behalf, for ensuring efficient transport of FP Bales and furnishing correct and up to date position Information / progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Warehouse Manager shall have the right to ask for the removal of any employee of the contractors, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc; of the contractor, their servants or agents or representatives shall be final and binding on the contractor.
4. The contractor shall advise the Warehouse Manager and Officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the contract. It shall be the duty of those representative(s) to call at the office of the Warehouse Manager or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about the programme of arrivals and dispatches to various recipients and other godown activities and to report the progress of loading/unloading/transport work etc and generally to take instructions in the matter.
5. The contractor shall take adequate steps and necessary precautions to avoid wastage and damage to the FP Bales during the loading/unloading of trucks / carts / wagons / any other transport vehicle at the Railhead / Godowns or any other loading/unloading point. The contractor shall be liable for any loss which the Corporation may suffer on account of the FP Bales not being properly transported. The decision of the Warehouse Manager regarding such loss shall be final and binding on the contractor. They shall spread their

own tarpaulins or gunny bales at the loading/unloading points to avoid wastage and damage.

6. The contractor shall provide sufficient number of tarpaulins for each truck/cart/any other transport vehicle to cover FP Bales during the rains and shall be responsible, if the FP Bales; are damaged by rain through their (contractors) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the Warehouse Manager in this matter shall be final and binding on the contractor.
7. The contractor shall obtain from the Warehouse Manager or an officer acting on his behalf, particulars of consignments expected to be received and/or proposed to be dispatched from /at godowns as the case may be.
8. In carrying out the various operations involving carriage of bales inside or, outside godowns, it is desirable that the use of wheeled contrivances like hand trolleys is progressively introduced for the alleviation of the lot of the labourers. Such hand trolley or wheeled contrivances will be supplied to the labourers by the contractors at their own cost. No extra remuneration, whatsoever for the use of hand trolleys etc; for carriage of bales shall be payable as it shall be deemed to be included in the rates provided for the relevant services.
9. The contractor shall be responsible for keeping a complete and accurate account of all supplies of FP Bales etc; received by them from the Corporation and shall render accounts and furnish returns and statements in such a manner as prescribed by the Regional Manager or the Officer acting on his behalf.
10. The contractor shall be responsible for the safety of the goods while in transit in their trucks/ carts / any other transport vehicles and for delivery of quantity dispatched from the Godowns etc; as the case may be, to the destination or to the recipients to whom the bales etc; is required to be transported by the contractor. They shall provide tarpaulins on decks of the trucks, so as to avoid loss/damage of the bales etc; through the holes / crevices in the decks of the trucks. They shall also exercise adequate care and take precautions to ensure that the FP Bales are not damaged while in transit in their trucks / carts / any other transport vehicles. They shall deliver the number of bales and the weight of FP Bales; received by them and loaded on their trucks. The contractor shall be liable to make good the value of any shortage, wastage, losses or damage to the goods in transit at twice the average acquisition cost as applicable from time to time for all FP Bales except when the Regional Manager (whose decision shall be final) decides that the difference between the weights taken at the dispatching and receiving ends is negligible and is due to the discrepancies between the scales, gain or loss in moisture or other causes beyond contractors control.
11. The contractor shall be responsible for performing all or any of the services detailed in and arising out of this contract also at night without any additional remuneration, whenever required by the Warehouse Manager or an Officer acting on his behalf.
12. The contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractors', negligence and unworkman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage; wharfage etc; and for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligence or

otherwise of the contractors themselves or their employees. The decision of the Regional Manager regarding such failure of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.

13. The contractor shall display prominently on their trucks two or more sign boards as prescribed by the Corporation painted in black and white indicating that the stocks are carried on behalf of Central Warehousing Corporation. No extra remuneration, whatsoever will be payable for displaying such sign boards. The Warehouse Manager or an officer acting on his behalf shall have the right to disallow loading of any truck if the contractor does not display prominently the sign boards of the aforesaid type.
14. The contractor shall not indulge in corrupt practices like 'Dala' system and 'bait', failure to which shall be liable for penal action for such corrupt practices / unfair means.
15. Similarly, carriage of bales whether by change of headloads or by using hand-trolleys, hand-cart or any other mode of carriage, provided by the contractors, shall be deemed to be included in the relevant services and no separate remuneration shall be paid for such carriage, unless otherwise provided for.
16. All taxes / levies / fees / charges payable to any Govt. / Local Body on the Service Charges payable by the Transport contractor to the Equipment Operators, Manpower Supply Agency for the Personnel engaged etc. shall be paid by the Contractor, and no claim, whatsoever, on this account, shall rest against the Corporation.
17. Rent for his office or garage in the warehouse complex as also the charges for water & electricity utilized therein, by the contractor shall be paid by the contractor to CWC together with applicable GST thereon, at the rate as in force from time to time.
18. The contractor shall be responsible to comply the Carriage by Road Act, 2007 in the matter of transportation of goods to / from Goods shed / Warehouse or at any designated place.
19. In line with the Government policy, the contractor shall be under obligation to make cashless payment of wages to workers i.e., by Account Payee Cheque, RTGS, NEFT, Internet Banking, Cards, Aadhar enabled system, Unified Payment interface (UPI), mobile banking etc. He shall keep records of payment and on Wage book / Register, the worker's signature as proof of payment of wages shall be obtained.
20. The contractor should pay user fees at National Highways / Toll plazas through Electronic Toll Collection Technology and accordingly all vehicles should be fitted with tags sold by banks which should be affixed to the wind screen. Tag readers are available on dedicated lanes over the Highways which permit a cashless transit of the vehicles without any waiting time.
21. **GST E-Way Bill, for movement of stock, will be generated by the transporters as per GST act & provisions. If any liability arises to the CWC/CCI due to non-generated / wrong generation of e-way bill, it will be recovered from the transporter**

XXI. Blacklisting Clause:

The non performing / defaulting Transport contractor may be suspended / banned for trade relation / black listed for next **5 Five** years based on the gravity of non-performance / default of the TRANSPORTATION contractor, by the **Regional Manager/TENDER Awarding Authority, Central Warehousing Corporation, Regional Office, Sector-20, Near APMC Fruit Market, Vashi, Navi Mumbai-400703** whose decision in the matter shall be final and binding.

XXII. Interpretation of the Clause:

Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations, or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority of Corporation, whose decision in the matter shall be final. Similarly, any difficulty in implementing the contract can be resolved by referring the matter to the Tender Accepting Authority, who can amend the Corporation's condition/clause of contract if required.

XXIII. Force Majeure:

Notwithstanding anything in this agreement to the contrary neither the Corporation nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by " force majeure " which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake and other acts of God, action of enemies or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

General Details of Bidder

1. Name of the Firm / company / Cooperative Society / Others,

2. Operation Address

3. Registered office address

4. Address of the tenderer and

5. Telephone No. _____
6. Fax No. _____
7. Email Address _____
8. Website _____
9. GST Registration No. _____
10. PAN No. _____
11. Details of Sister Concerns:
 - a) Name & Address
 - b) Activities engaged in by Sister Concern
 - c) Names, address & Telephone Nos. of Proprietors/ Directors/ Partners of Sister Concern.
12. Tenderer's Bank Details :
 - 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) :

Place _____

Dated _____

(Digital/ ink Signature)

APPENDIX - II**CENTRAL WAREHOUSING CORPORATION**

1.	Whether your firm or any of its partner/company had been blacklisted by CWC, FCI, CCI 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 or any of the partner of the partnership firm's contract was terminated before expiry in last five years of Contract period by CWC, FCI, CCI during the last five years as on the last date of submission of bid ?	Yes/No
3.	Whether proprietor/partner/Director (as applicable) has been convicted by any judicial court for an offence sentenced to three years rigorous imprisonment or more and has not been acquitted?	Yes/No

Note- Strike off whichever is not applicable otherwise tenderer shall be ineligible.

Remarks _____

4. I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company mentioned at Sl. Nos. 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.

5. Declaration about relationship with Employee of CWC

I/We hereby solemnly declare that the Proprietor/one or more Partners/Directors of this firm/ company has relationship/has no relationship (Strike off whichever is not applicable) with the employee of CWC (name and designation, place of posting of employee to be mentioned).

6. Declaration of membership of any Goods Transport Association. Give details if so;

Name & Address of the Association; With

Telephone/Fax No.

DISQUALIFICATION CONDITIONS:

- a) **Tenderers who have been blacklisted or otherwise debarred by CWC, FCI, CCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid will be ineligible.**
- b) **Any tenderer whose contract with the CWC, FCI, CCI has been terminated before the expiry of contract period at any point of time during last Five years from the last date of the submission of the bid will be ineligible.**
- c) **If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of 3 (Three) years or more, such tenderer will be ineligible. However, on acquittal by the appellate court the tenderer will be eligible.**
- d) **While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.**

(Signature & Seal by)

(Authorized Signatory)

APPENDIX – IV

Format of Net Worth

A. 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 means sum total of paid up share capital plus free reserves. Further any debit balance of Profit and Loss Account and Misc. Expenses to the extent not adjusted / or written off, if any, shall be reduced from Reserves and Surpluses.

Signature of Chartered Accountant Name:

Membership No.:

Seal:

APPENDIX – V

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

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).

No.CWC/RO-MUM/Busi/Transportation-CCI/2024

Dated: 05.07.2024

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 Transportation of FP bales and allied material from various Ginning and Pressing Factories/Godowns in Mumbai Region, including signing and submission of application/ TENDER / 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)

(Signature and name in block letters of Proprietor / All the partners of the firm / Authorized Signatory for the Company)(Strike out whichever is not applicable)

Seal of the Proprietorship firm / Partnership firm/ Company

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.**

APPENDIX – VI

UNDERTAKING

(For Sole Proprietary 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)

APPENDIX – VII

COMPLIANCE TO BID REQUIREMENT

We hereby confirm that we have gone through and understood the TENDER Documents and our bid complies with the requirements / terms and conditions of the TENDER Document and subsequent addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments / assumptions.

We also confirm that we have quoted the rates without any condition and deviation.

The Technical bid and price bid as required under clause 10 has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the TENDER document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we 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 us.

We further confirm that we have quoted our rates in our financial bid as per the conditions of the TENDER Document and for all the items.

Signature of the bidder : _____

Name of the bidder : _____

NOTE: To be ink signed/digitally signed by the authorized signatory who is signing the Bid and to be submitted along with the Technical Bid.

APPENDIX – VIII**UNDERTAKING****AFFIDAVIT**

(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS)

(To be executed in presence of Public Notary on non- judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer.)

I _____(Name and designation) _____appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the Transportation work of _____ as per the Tender No. _____of CWC, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
2. I/ We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the tender documents from CWC tender portal www.cwceprocure.com and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) the decision of CWC with regard to such discrepancies shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
7. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false/fabricated or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD/SD besides suspending of business for minimum one year. Further,

I/We _____[insert name of the tenderer] _____and all my/our constituents understand that my/our offer shall be summarily rejected.

8. I/ We also understand that if the certificates submitted by us are found to be false/forged/fabricated or incorrect at any time, after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ SD besides any other action provided in the contract.
9. I/We certify that I/We are not black listed or debarred by CWC, FCI , CCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid.

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER

APPENDIX – IX**Undertaking**

(To be submitted by Empaneled Contractor participating in this tender)

We M/s. _____ is an empaneled Contractor of CWC, empaneled vide letter no. _____ dt. _____ .

We hereby confirm that we have gone through and understood the TENDER Documents and our bid complies with the requirements / terms and conditions of the TENDER Document and subsequent addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments / assumptions. We confirm that as on last date of bid submission, we are meeting all the eligibility criteria as mentioned in Tender No. _____ dt. _____ vide which we were empaneled.

We also confirm that we have quoted the rates without any condition and deviation.

The price bid as required has been submitted along with the required documents and same have been uploaded under digital/ink signatures of the authorized signatory. We undertake that the TENDER document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we 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 us.

We further confirm that we have quoted our rates in our financial bid as per the conditions of the TENDER Document and for all the items.

Stamp and ink signature/Digital Signature of the bidder :

Name of the bidder:

APPENDIX – X

Performa for Bid Security Declaration

(On Letter Head of Bidder Under signature of Authorized Signatory)

Whereas.....(name of agency) have submitted bids for (Name of work).....

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)

APPENDIX – XI**PRE CONTRACT INTEGRITY PACT**

(Under digital/ink signature of Authorized Signatory)

General

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

WHEREAS the CORPORATION proposes to appoint Handling and Transport contractor/Strategic Alliance Management Operator (SAMO) at _____ and the BIDDER is willing to execute the items of work / Section as per schedule of work, the work order issued General conditions of the contract of CWC.

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

NOW, THEREFORE,

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

Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the Corporation

- 1.1 The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

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

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

CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.

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

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Not used

6.1 Sanctions for Violations

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

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

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

6.3 The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the

BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

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

8 Independent Monitor

- 8.1 The CORPORATION has appointed **Sh. Sudhanshu Sekhara Mishra**, E -112, Falcon Residency Apartment , Near KIIT , Patia , Bhubaneswar-7,Dist.Khuda, Odisha as Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission, New Delhi.
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the Parties accept that the monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 8.7 The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

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

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the CORPORATION and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

CORPORATION

BIDDER

Name of the Officer

Designation

Witness

Witness

1. _____

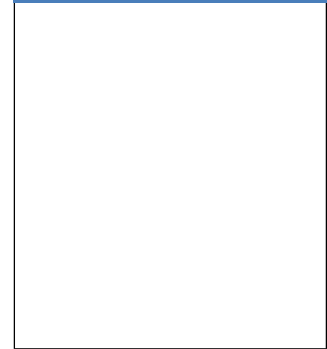
1. _____

2. _____

2. _____

APPENDIX-XII

TEMPORARY CONTRACT LABOUR'S EMPLOYMENT CARD



- 1. Name of the Worker _____
- 2. Father's/Husbands Name _____
- 3. Date of Birth _____
- 4.- (i) Local Address _____
- (ii) Permanent Address _____
- 5. Name and Address of CWC Contractor _____

- 6. Validity*
(*Period of Contract) From _____ to _____

Signature of the Contractor/Authorized Representative

APPENDIX – XIII

AGREEMENT

(On non- judicial stamp paper of appropriate value)

AGREEMENT FOR ENGAGING TRANSPORTATION WORK OF F.P. BALES FOR COTTON SEASON 2024-25

An Agreement made at MUMBAI this _____ day of _____ (Year) between Central Warehousing Corporation, A Government Of India Undertaking, established under the warehousing corporation act, 1962, having its regional office at Mumbai and having its corporate office at 4/1, siri institutional area, August Kranti Marg, Hauz Khas, New Delhi- 110016. (Herein after for brevity’s sake called the “Corporation” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) OF THE FIRST PART AND _____ TRANSPORTER _____ (hereinafter for brevity’s sake called “ The transporter ” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) being represented by its owner as well as by representative if any , of the SECOND PART .

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

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

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

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

SR NO	DISTRICT	CENTER	Name of the Transporter	Above 0 kms To 150 kms and Above 150 kms

1. The above rates are including Weighbridge Weighment, Unloading, Rolling & upto stacking **and** all other expenses, inclusive of all taxes, excluding loading at factory & GST.
2. No escalation in rates during the contracted period on any ground and no extra charges will be paid by the Corporation on account of detention of the trucks.

3. The transporter will have to place adequate vehicles on day –to- day basis according to requirement. Transporter should be able to place extra vehicles also, instantly in case of demand by the Center/Godown Incharge. The transporter shall compensate the Corporation in the event of any delay in work due to transporter on account of supply of insufficient vehicles/or any other reason/s.
4. Bales should be loaded lot-wise and no intermixing of lots will be allowed.
5. Transporter will have to transport Bales immediately on Centre/Godown Incharge Communication/ Pressing Factory. In case of failure, the corporation will arrange the work through other transporters at its discretion and the loss/ damage/over heads if any will be recovered from the transporter besides forfeiture of EMD.
6. The transporter will have to transport the bales within 48 hours from the intimation and in case of failure the corporation will arrange the work through other transporters at its discretion and the difference of rate/ loss/damage/over heads if any sustained will be recovered from the transporter in addition to the forfeiting the EMD. The quantum of work is uncertain, The Corporation also reserves its right that if the L-1 tenderer fails to perform the work in time bound manner due to abnormal work load the same work will be allotted to L-2 transporter if he agrees to work on the rates of L-1 .
7. The bales should be transported by the transporter within the stipulated time (i.e 48 hours from Pressing of bales / immediately after completion of cooling period in factory) to the mentioned destination place otherwise penalty will be levied as per the decision taken by Competent Authority for the delayed bales lifted and the same will be recovered from the transporter's bill to the extent that the losses to the Corporation are made good / recovered.
8. While transporting the F.P. bales proper care should be taken for safety and no damage should occur during transit. In case of any incidents to or tendering to lead to any loss or damage (including damage to quality/packing of goods), transporter will make it good to the corporation. Whatever may be decided by the competent authority of the Corporation as decided by the corporation.
9. The transporter is responsible for any complication because of excess/ short loading.
10. The transit loss/theft, if any, observed shall be deducted proportionately from the transportation bills/E.M.D.
11. In Case if the damage is caused during transportation, the same shall be re-pressed and transported on account of transporter. The transporter shall ensure that only fully pressed, covered, neat and clean bales are loaded into the truck.
12. In transit the proper protection of stock including full coverage by tarpaulins should be taken by transporter.
13. The vehicle should be fully insured, clean and the vehicles carrying coal, cement, chemicals etc. which cause damage to bales should not be used.
14. If any damage caused due to transportation of bales, then the recovery will be made from concerned transporter as determined by the Corporation.
15. In case of any accident or eventuality during the transit the same should be informed to REGIONAL OFFICE, MUMBAI concerned center in charge/Godown Incharge immediately, besides completing the formalities of

lodging F.I.R. with police, investigation report, arrangement of Fire Brigade report and photographs etc., The transporter will be responsible for submitting copies of F.I.R. fire brigade report etc., wherever necessary. Without preliminary survey truck/ salvage should not be removed.

16. The transporter will have to contact Centre/Godown Incharges on day to day basis for requirement of vehicles.
17. The bills accompanied with gate pass, L.R. copy, E-way bill copy & GST delivery challan along with acknowledgement of goods received in good condition from concern godown In-Charges/center in charge other supporting documents duly acknowledged by Centre In charge should be submitted to Branch Office for settlement of bills. 10% amount of the bill will be deducted towards security deposit along with Income Tax and other taxes if any applicable from time to time. 10% security deposit shall be refunded on satisfactory completion of work during the contracted period. However, no interest will be paid on such security deposit. Satisfactory completion certificate to be obtained from concerned Center In-Charge.
18. The payment will be made through e payment (RTGS/NEFT etc.)
19. This agreement does not bind the Corporation to offer the whole or any part of its transportation work to the transporter. The Corporation may offer the work of transportation to the transporter at its own convenience on the basis of circumstances prevailing and the transporter shall have no right to claim work from the corporation.
20. During the season transporter should transport any brusted/damaged bales from godowns to factory and after repressing the repressed bales should transported to godowns as per finalized, per bale basis rate, by the same transporter. In case if the damage is caused during transportation, the same shall be re-pressed and transported on account of transporter.
21. Transport shall ensure that only fully pressed, covered, neat and clean bales are loaded into the truck.
22. The Corporation reserves the right to withdraw its transportation work or terminate this agreement without assigning any reason.
23. The Transporter is a company/ partnership/ Proprietary/ Joint Family concern copies of documents evidencing this are annexed hereto.
24. GST E-Way Bill, for movement of corporation's stock, will be generated by the transporters 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.
25. 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).
26. 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.
27. Bales should be loaded lot-wise and no intermixing of lots will be allowed.
28. The Transporter shall obtain worker's Insurance policy with the Insurance Company and pay the premium and shall not claim any amount from the Corporation. The Transporter/contractor shall pay compensation if any in case of accidents and Corporation will not be responsible.

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 Transporter/contractor.

30. The transporter will ensure proper safety of the goods being transported in good condition in neat and clean vehicle. In case of any incidents rendering to lead to any loss or damage transporter will make it good to the corporation. Whatever may be decided by the competent authority of the corporation.

31. During the process of transportation of FP bales from CCI center to CWC Godown for storage purpose, first (1st) weighment is done at the center level/factory level by the factory/CCI center in charge. After that, at the time of unloading of FP bales at Godown, a second (2nd) weighment of Gross – Tare – Net weight of FP bales is to be done by the transporter at nearby weighbridge and the weighment slip should be compulsorily attached with the bill along with e-way bill, LR copy, etc. Any abnormal difference between 1st weight and 2nd weight should be immediately brought to the notice of the CWC center incharge by the transporter.

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

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

SIGNED SEALED AND DELIVERED FOR and on behalf of the within named: -

CENTRAL WAREHOUSING CORPORATION,

Shri ----- Signature -----

Duly authorized in that behalf in the presence of :

----- (Transporter)

by Shri ----- (Owner)

Signature -----

Duly authorized in that behalf in the presence of:

WITNESSES :

(1) Name : _____

Address : _____

(2) Name : _____

Address : _____

Rate should be given in blank column only and Rate applicable for shortest distance.

Place:

Date:

Name & Signature of Tenderer with seal