



[A Government of India Undertaking]  
**Regional Office, Bengaluru**

No.CWC/RO-BLR/Busi/Transportation-CCI/2024/2<sup>nd</sup> Cal

Dated : 12.07.2024

**E-TENDER DOCUMENT**

**FOR APPOINTMENT OF TRANSPORTATION  
CONTRACTOR FOR TRANSPORTATION WORK OF F.P  
COTTON BALES & ALLIED MATERIL FROM PRESSING  
FACTORIES TO CENTRAL WAREHOUSING  
CORPORATION OWNED/HIRED/PRIVATE/KSWC  
GODOWNS IN THE STATE OF KARNATAKA**

Date for downloading Tender Form	<b>13.07.2024 to 1500 hrs on 01.08.2024</b>
Last Date for online Submission of tender	<b>upto 1500 hrs on 02.08.2024</b>
Date of opening (technical bid)	<b>At 1530 hrs on 02.08.2024</b>

**Regional Office, LF-10,  
Nandini Layout, Bengaluru-560096  
Phone: 080-23598862/64/65/66  
Email: [ht.cwcbler@cewacor.nic.in](mailto:ht.cwcbler@cewacor.nic.in) website: [www.cewacor.nic.in](http://www.cewacor.nic.in)**

**CENTRAL WAREHOUSING CORPORATION**

[A Government of India Undertaking]

**Regional Office, Bengaluru**

LF-10, Nandini Layout, Bengaluru-560096

Phone: 080-23598862/64/65/66

Email: [ht.cwblr@cewacor.nic.in](mailto:ht.cwblr@cewacor.nic.in) website: [www.cewacor.nic.in](http://www.cewacor.nic.in)No.CWC/RO-BLR/Busi/Transportation-CCI/2024/2<sup>nd</sup> Call

Dated: 12.07.2024

**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:

- |                       |                       |
|-----------------------|-----------------------|
| <i>1. Annigeri</i>    | <i>13. Jewargi</i>    |
| <i>2. Bailhongal</i>  | <i>14. Laxmeshwar</i> |
| <i>3. Bellary</i>     | <i>15. Raichur</i>    |
| <i>4. Bijapur</i>     | <i>16. Ranebennur</i> |
| <i>5. Chitradurga</i> | <i>17. Shahpur</i>    |
| <i>6. Devadurga</i>   | <i>18. Sindagi</i>    |
| <i>7. Dharwad</i>     | <i>19. Sindhanur</i>  |
| <i>8. Gadag</i>       | <i>20. Siraguppa</i>  |
| <i>9. Gokak</i>       | <i>21. Soundatti</i>  |
| <i>10. Gulbarga</i>   | <i>22. Yadgir</i>     |
| <i>11. Haveri</i>     | <i>23. Afzalpur</i>   |
| <i>12. Hubballi</i>   | <i>24. Shorapur</i>   |

Scope of work	Transportation work of FP Cotton Bales and allied materials from Pressing Factories to Central warehousing corporation owned/hired/Private/kswc godowns in the state of Karnataka	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on Website : <a href="http://www.tenderwizard.com/cwc">www.tenderwizard.com/cwc</a> <a href="http://www.cwceprocure.com">www.cwceprocure.com</a> , <a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a> , <a href="http://www.tenderhome.com">www.tenderhome.com</a> , <a href="http://www.cppp.gov.in">www.cppp.gov.in</a>	
Tender type	<b>Open</b>	
Schedule of E-Tender	Document downloading date and time	<b>From 13.07.2024 to 1500 hrs on 01.08.2024</b>
	Date and time for pre bid meeting	<b>1500 hrs on 19.07.2024 at CWC, Regional Office, Bengaluru</b>
	Last date and time of online bid submission	<b>upto 1500 hrs on 02.08.2024</b>
	Date and time of online technical bid opening	<b>1530 hrs on 02.08.2024</b>
	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	<b>“The contract will be effective till 30-9-2025 from the date of issue of the confirmation letter/work order”</b>	
Cost of tender	<b>Rs.1,180/-</b> (Rs. one thousand one hundred and eighty only) including GST(18%) to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office, Bengaluru <b>Upto 1500 Hrs of 01.08.2024</b> . as per details given below under EMD column. In case of e-payment proof scanned copy of payment containing UTR No. to be uploaded with the technical bid.	
Processing fee of tender document	<b>Rs. 885/-</b> (Rs. eight hundred and eighty five only) including GST(18%) to M/s <u>ITI</u> through e-payment through the portal (before uploading the tender) <a href="http://www.cwceprocure.com">www.cwceprocure.com</a> before <b>1500 Hrs. of 02.08.2024</b> .	
EMD	EMD of <b>Rs. 50,000 for each center</b> , is to be deposited in the following bank account of CWC: <b>Name of Beneficiary: Regional Manager, CWC, RO, Bengaluru.</b> <b>Account No. : 039210100036394</b> <b>IFSC: UBIN0812412</b> <b>Branch: Union Bank, 1241- Yeshwanthpur Branch, Bengaluru</b>	
Security Deposit	EMD of Successful bidder will be converted into SD and in case of bidders exempted from EMD shall submit a security deposit of Rs.50,000/- for each centre separately in the account of CWC Regional Office Bangalore	

	by successful bidder before signing of agreement and additionally 10% of bill amount will be deducted from Each bill.
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## OTHER DETAILS

- a Bidder must upload scanned copies of documents as given in eligibility criteria 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](http://www.tenderwizard.com/cwc), [www.cwceprocure.com](http://www.cwceprocure.com), [www.cewacor.nic.in](http://www.cewacor.nic.in), [www.tenderhome.com](http://www.tenderhome.com) and [www.cppp.gov.in](http://www.cppp.gov.in)*
- d SUBMISSION OF TENDER:- Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out-rightly rejected. *Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification his technical bid is liable to be rejected.**
- e Tenderer is required to submit Appendix I,II,III,V 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.
- a* 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, Bengaluru may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenderers.
- r* Any clarification regarding online participation, the bidder can contact:-  
M/s ITI, New Delhi For assistance, may call following help line numbers: 011-49424365 Email id- cwceproc@etenderwizard.com

**REGIONAL MANAGER**

### **TERMS AND CONDITIONS**

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

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

I. Information about tenderers :

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

II. Uploading/Signing of TENDER:

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

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

**Step 1:** Technical Evaluation based on documents submitted.

**Step 2:** Financial Evaluation based on financial bid submitted.

1. The rate quoted should be on per bale basis including unloading charges, and all other expenses, inclusive of all taxes, excluding loading at factory & GST.
2. **The contract will be effective till 30-9-2025 from the date of issue of the confirmation letter/work order.**
3. Once rates are finalized no escalation in the rates will be accepted during the contracted period for any reason and no extra charges will be paid by the Corporation on account of detention of the trucks.
4. The party has to enclose **EMD of Rs.50000/- for each** centre separately by way of Electronic Fund Transfer/Digital mode of payment should be made such as BHIM, UPI, (UPI/BHIM-UPI QR Code) and RTGS/NEFT to below at point no 6.
5. Electronic Fund transfer will be valid subject to confirmation of realization” along with the tender. MSE firms are exempted for EMD on production of valid MSE certificates; however security deposit of Rs 50000/- for each center separately has to be deposited by successful bidders before signing of agreement. No interest will be paid on EMD & Security Deposit. EMD & Security Deposit will be refunded after satisfactory completion of work.
6. For Making Online payments bidders can deposit amount in below bank account details:-

Name of Beneficiary: CWC RO Bangalore Account

Account No. : **039210100036394**

IFSC: **UBIN0812412**

**Branch: Union Bank, 1241- Yeshwanthpur Branch, Bengaluru**

7. The transporter will have to transport the bales within 24 hours from the intimation and in case of failure the corporation will arrange the work through other transporters at its discretion and the difference of rate/ loss/damage/over heads if any sustained will be recovered from the transporter in addition to the fore feiting the EMD & SD.
8. All columns in the tender form should be filled clearly and legibly. Tender form found incomplete in any respect is liable to be rejected.
9. The L-1 will be decided on the basis of sum total of overall rates quoted for each centre in the table of financial bid. However lowest rate for a particular kilometer range will be applicable rate for L-1 bidder
10. Adequate vehicles should be placed on day to day basis according to corporation's requirement. Transporter should be able to place extra vehicles also, instantly in case of demand. The Transporter shall compensate the corporation in th event of any delay in work on account of insufficient number of vehicles supply by the transpoter.
11. The transporter will ensure proper safety of the goods stock of the corporation being transported. The transporter shall under take to compensate the corporation for any loss arising out of willfull act of the transporter or for in case of any incident to or tendering to lead any loss or damage to the corporation property. Also, transporter may be penalized for any kind of mishandling of corporations stock resulting in damage of quality/packing determined by corporoation, good condition in neat and clean vehicle. In case of any incidents to or tendering to lead to any loss or damage transporter will make it good to the corporation, as decided by the Corporation.
12. The transporter is responsible for any complication because of excess/ short loading.
13. The transit loss if any observed shall be deducted proportionately.
14. . Bales should be loaded lot-wise and no intermixing of lots will be allowed. 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.
15. All statutory deductions such as Income Tax, Surcharges etc., will be deducted from the bills at the prevailing rates as per Income Tax Act. 1961 under section 194(C).
16. In transit the bales will have to be covered with tarpaulins and proper protection of stock should be taken by the Transporter.
17. The vehicle should be clean and the vehicles carrying coal, cement, chemicals etc., which cause damage to Cotton should not be used. If any damage caused due to transportation of bales, then the recovery will be made from concerned transporter as determined by the Corporation.

18. In case of any accident or eventuality during the transit the same should be informed to CWC REGIONAL OFFICE BANGALORE and concerned center 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.
19. The bills accompanied with gate pass, L.R.& E-way bill copy along with acknowledgment of goods received in good condition from concerned Godown In-Charge & other supporting documents duly acknowledged by Center In-Charge should be submitted to Branch Office for settlement of bills. 10% amount of the bill will be deducted towards security deposit along with Income Tax and other taxes if any applicable from time to time. 10% security deposit shall be refunded on satisfactory completion of work during the contracted period. However, no interest will be paid on security deposit. Satisfactory completion certificate to be obtained from concerned Center In-Charge.
20. The payment will be made through e payment (RTGS/NEFT etc.).
21. The transporter should contact Centre Incharge, Godown Incharge and Branch Office on daily basis for ascertaining the requirement of vehicles.
22. During the season transporter should transport the bursted/damaged bales from godowns to factory and after repressing the repressed bales should be transported to godowns as per finalized, per bale basis rate, by the same transporter.
23. 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.
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-generated / wrong generation of e-way bill, it will be recovered from the transporter.
25. Godown locations may be included depending on availability and actual engagement of godowns.
26. The Corporation reserves the right to accept/reject any tender. In case of non acceptance of tender, the tenderer can seek information for the reason of non acceptance from the branch office of the corporation.
27. Mere submission of the tender form does not entitle any contractor to be engaged by the Corporation. The Corporation is not bound to allocate minimum work to the tenderer.
28. The transporter must attached copy of PAN and GST No. (if applicable). The certified copies of all the certificates must be attached with technical Bid.



29. If a tenderer quotes nil/Zero charges consideration, the tender bid shall be treated as irresponsible and will not be considered.
30. The successful Transporter will have to enter into a contract before commencement of work.
31. Penalty clause: If contractor fail to perform contract partially or fully, then CWC shall have right to penalize the Transporter/contractor including blacklisting for up to next two cotton seasons.
32. 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.
33. 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.
34. Tenderers who have been blacklisted or otherwise debarred by any Department of Central or State Government/Public Sector Undertaking/Institutions will be ineligible. Tenderers should submit self-declaration that tenderer is not banned/restricted business dealing with any Department of Central or State Government/Public Sector Undertaking/Institutions.
35. During the process of transportation of FP bales from CCI center to Godown for storage purpose, first (1st) weighment is done at the center level/factory level by the factory/CCI center in charge. After that, at the time of unloading of FP bales at Godown, a second (2nd) weighment of Gross – Tare – Net weight of FP bales is to be done by the transporter at nearby weighbridge and the weighment slip should be compulsorily attached with the bill along with e-way bill, LR copy, etc. Any abnormal difference between 1st weight and 2nd weight should be immediately brought to the notice of the CCI center incharge by the transporter. The weighment cost should be included in the transportation rates at the time of submitting the tender.

## **Disputes Resolution**

### **Amicable Resolution:**

- (i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the “Dispute”) in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in **sub-clause (ii) below**.
- (ii) A Joint Committee with equal number of representative (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s.....the (Name of the ABC) shall be constituted for the administration of agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.

The Joint Committee comprising three authorized representatives including concerned Regional Manager of CWC and equal number of authorized representatives of M/s.....(name of the ABC) concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle-free operation so long as the overall

structure of this agreement does not change.

In the event of any Dispute between the parties, other Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the ABC or such persons nominated by them, for the time being for amicable settlement. Upon such reference, the said two persons shall meet not later than 7days of the date or such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15days of such meeting between the said two persons, either party may refer the dispute to arbitration.

### **Arbitration:**

All disputes and differences **which are not resolved by Amicable Resolution, as mentioned above,** arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. The award of such arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred transfer is unable to act for any reason, the Central Warehousing Corporation at the time of such inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award.

Provided further that any demand for arbitration in respect of any claim (s) of the **parties**, under the contract shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied with the claim (s) of the contractors shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defense statement, counterclaim if any.

The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the contractors shall be withheld on account of such proceedings.

The cost of arbitration shall be borne by parties as per the decision of the arbitrator.

The arbitrator shall give separate award in respect of each dispute of difference referred to him.

Subject as aforesaid the **Arbitration & Conciliation Act 1996 as amended from time to time** shall apply to the Arbitration proceedings under this clause.

**DECLARATION**

**Appendix I**

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

I/We agree with the above Terms and Conditions.

DATE:

PLACE:

Witness: 1.

Name of the Witness:& full address

2.

Name of the Witness:  
& full address

**CHECK LIST FOR TENDERERS**

- 1** Whether copy of PAN card Xerox is enclosed(Name mentioned in PAN No. should correlate with Transport Co/Proprietor/partner of firm .) : YES/NO
  
- 2** Whether copy of GST registration Certificate is enclosed(if applicable) : YES /NO
  
- 3** In case of partnership / Firm then firm registration with registrar of Firms is enclosed : YES /NO
  
- 4** Whether proof of payment or Acknowledgement copy of onlinepayment for EMD of Rs for each centre (Not applicable for MSE) : YES /NO
  
- 5** Whether Acknowledgement copy of online payment for tender form cost of Rs 1180 Inclusive GST is enclosed (Not applicable for MSE) : YES /NO
  
- 6** Self-declaration that tenderer is not blacklisted by any Department of Central or State Government/Public Sector Undertaking/Institutions. : YES /NO
  
- 7** Submission of precontract integrity Pact : YES /NO
  
- 8** Whether Copy of MSE Certificate enclosed : YES/NO

- To be uploaded along with technical bid

**CENTRAL WAREHOUSEING CORPORATION**  
**REGIONAL OFFICE : BANGALORE**

**Appendix II (TECHNICAL BID)**

Tender No. No.CWC/RO-BLR/Busi/Transportation-CCI/2024/2<sup>nd</sup> call

Last date of submission : 02.08.2024 upto 3.00 PM

Date of opening of Tender : 02.08.2024 3:30 PM

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

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

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

**EMD of ₹50000/- for each centre**

**UTR/TRANSACTION NO. \_\_\_\_\_ Date \_\_\_\_\_**

**(Enclose Acknowledgement copy of online payment for EMD)**

**13. Cost of Tender :-**

**UTR/TRANSACTION NO. \_\_\_\_\_ Date \_\_\_\_\_**

**(Enclose Acknowledgement copy of online payment for tender cost)**

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

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

\_\_\_\_\_

**15. Details of Bank Account of the bidder:**

**Name of account holder : \_\_\_\_\_ Account No. \_\_\_\_\_**

**Name of the Bank ..... Branch Name \_\_\_\_\_ IFSC Code \_\_\_\_\_**

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

**Name & Signature of Tenderer with seal**

**Place:**

**Date:**

- To be filled , scanned and uploaded along technical bid

**(On Letter Head of the Tenderer)**

**SELF DECLARATION**

This is to certify that our firm M/s\_\_\_\_\_is not banned /restricted business dealing with any Department of Central or State Government /Public Sector undertaking / Institution.

**Name & Signature of the Tenderer with seal**

**Date: Place:**

## Appendix-IV

**AGREEMENT FOR ENGAGING TRANSPORTATION WORK OF F.P. BALES**

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

TRANSPORTER

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

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

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

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

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

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

Sl. No	From Pressing Point/Godown under Center jurisdiction	1	2	3	4	5	6	7	8	9	10	11	12
		Upto 5.00 kms	Above 5 upto 15 kms	Above 15 upto 30 kms	Above 30 upto 50 kms	Above 50 upto 75 kms	Above 75 upto 100 kms	Above 100 upto 125 kms	Above 125 upto 150 kms	Above 150 upto 200 kms	Above 200 upto 250 kms	Above 250 upto 350 kms	Above 350 upto 500 kms
1	<b>Annigeri</b>												
2	<b>Bailhongal</b>												
3	<b>Bellary</b>												
4	<b>Bijapur</b>												



5	<b>Chitradurga</b>												
6	<b>Devadurga</b>												
7	<b>Dharwad</b>												
8	<b>Gadag</b>												
9	<b>Gokak</b>												
10	<b>Gulbarga</b>												
11	<b>Haveri</b>												
12	<b>Hubballi</b>												
13	<b>Jewargi</b>												
14	<b>Laxmeshwar</b>												
15	<b>Raichur</b>												
16	<b>Ranebennur</b>												
17	<b>Shahpur</b>												
18	<b>Sindagi</b>												
19	<b>Sindhanur</b>												
20	<b>Siraguppa</b>												
21	<b>Soundatti</b>												
22	<b>Yadgir</b>												
23	<b>Afzalpur</b>												
24	<b>Shorapur</b>												

1. The above rates are including unloading charges, and all other expenses, inclusive of all taxes, excluding loading at factory & GST.

2. No escalation in rates during the contracted period on any ground.
3. The transporter will have to place adequate vehicles on day –to- day basis according to requirement.
4. Transporter will have to transport Bales immediately on Centre 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.
5. While transporting the F.P. bales proper care should be taken for safety and no damage should occur during transit.
6. The transporter is responsible for any complication because of excess/ short loading.
7. The transit loss if any observed shall be deducted from the transporters payment proportionately.
8. In Case if the damage is caused during transportation, the same shall be re-pressed and transported on account of transporter. The transporter shall ensure that only fully pressed, covered, neat and clean bales are loaded into the truck.
9. In transit the proper protection of stock including full coverage by tarpaulins should be taken by transporter.
10. The vehicle should be clean and the vehicles carrying coal, cement, chemicals etc. which cause damage to bales should not be used.
11. In case of any accident or eventuality during the transit the same should be informed to CWC Regional Office Bangalore/concerned center in charge immediately, besides completing the formalities of lodging F.I.R. with police, investigation report, arrangement of Fire Brigade report and photographs etc., The transporter will be responsible for submitting copies of F.I.R. fire brigade report etc., wherever necessary. Without preliminary survey truck/ salvage should not be removed.
12. Bales should be loaded lot-wise and no intermixing of lots will be allowed.
13. The transporter will have to contact Centre In charges on day to day basis for requirement of vehicles.
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. The bills accompanied with gate pass, L.R. & e-way bill copy along with acknowledgement of goods received in good condition from concern godown in charges, 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.
16. The payment will be made through e payment (RTGS/NEFT etc.).

17. 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.

18. 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.

19. The Corporation reserves the right to withdraw its transportation work or terminate this agreement without assigning any reason.

20. The Transporter is a company/ partnership/ Proprietary/ Joint Family concern copies of documents evidencing this are annexed hereto. This agreement is being executed by Shri ----- on behalf of the transporter on the strength of a power of attorney executed a resolution passed on ----- . A copy of the power of attorney/resolution is also annexed to this agreement. The transportation agreement shall be valid for cotton season 2023-24 i.e. up to 30-09-2024 and there shall be no escalation/Revision of rate during the season.

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

Act, 1996.

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

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 :

## Appendix V

**FORMAT OF PRE CONTRACT INTEGRITY PACT***(On Stamp paper of appropriate value)*

Dated : MM/DD/YYYY

**General**

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

WHEREAS the CORPORATION proposes to appoint contractor at \_\_\_\_\_ and the BIDDER is willing to execute the items of work / Section as per schedule of work, the work order issued General conditions of the contract of CWC.

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:- Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**[1] Commitments of the Corporation**

[1.1] The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

[2] In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal

proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

### **[3] Commitments of BIDDERS**

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

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

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

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

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

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

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

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

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

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

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

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

### **[4] Previous Transgression**

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

[4.2] The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified

from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **[5] Sanctions for Violations**

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

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

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

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

#### **[6] Fall Clause**

[6.1] The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the

difference in the cost would be refunded by the BIDDER to the CORPORATION, if the contract has already been concluded.

### **[7] Independent Monitor**

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

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

[7.3] The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

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

[7.6] As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.

[7.7] The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

[7.8] The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

[7.9] The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

### **[8] Facilitation of Investigation**

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

### **[9] Law and Place of Jurisdiction**

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

#### [10] Other Legal Actions

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

#### [11] Validity

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

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

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

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



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

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

From : .....  
.....  
.....

To  
The Regional Manager,  
Central Warehousing Corporation  
**Bangalore.**

Dear Sir,

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

With reference to your tender notice dated 07.08.2023, we hereby submit our rates for transportation of F.P. Cotton Bales from various Pressing factories at centers to different godowns as per the details shown below:

No.of Pressing Locations applied : \_\_\_\_\_

Note:

- a. For Each Center location applied, separate rates are to be quoted in the below format.
- b. The L-1 will be decided on the basis of sum total of overall rates quoted for each centre in the table of financial bid. However lowest rate for a particular kilometer range will be applicable rate for L-1 bidder
- 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, 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.

<b>From Pressing</b>	1	2	3	4	5	6	7	8	9	10	11	12
<b>Point/ Godown under Center jurisdiction</b>	Upto 5.00 kms	Above 5 kms upto 15 kms	Above 15 kms upto 30 kms	Above 30 kms upto 50 kms	Above 50 kms upto 75 kms	Above 75 kms upto 100 kms	Above 100 kms upto 125 kms	Above 125 kms upto 150 kms	Above 150 kms to 200 kms	Above 200 kms upto 250 kms	Above 250 kms upto 350 kms	Above 350 kms To 500 kms

**NOTE: Price not to be quoted here. To be filled in provided Excel format and uploaded as price bid**