

**CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)
REGIONAL OFFICE: BHOPAL**

**E-TENDER DOCUMENT FOR APPOINTMENT OF HANDLING CONTRACTOR FOR
VARIOUS WORK RELATING TO FP COTTON BALES OF CCI AT CENTRAL
WAREHOUSING CORPORATION OWN/HIRED GODOWNS/Private/MPWLC IN MADHYA
PRADESH**

DATE FOR DOWNLOADING TENDER FORM	From 30-06-2024 at 10:30 hrs to 28-07-2024 up to 15.00 hrs
LAST DATE FOR ONLINE SUBMISSION OF TENDER	Up to 29-07-2024 at 15.00 hrs
DATE OF PRE-BID MEETING	12-07-2024 at 15.00 hrs
DATE OF OPENING [TECHNICAL BID]	29-07-2024 at 15.30 hrs

REGIONAL OFFICE:**75, Arera Hills, Opposite Kendriya Vidyalaya No. 1,
Bhopal (Madhya Pradesh) - 462011**
Phone No **0755 – 2571275, 2675311** Fax: **0755 -2572224**
E-mail: rmbpl@cewacor.nic.in Website : www.cewacor.nic.in

CENTRAL WAREHOUSING CORPORATION

(A GOVT. OF INDIA UNDERTAKING)

REGIONAL OFFICE: **75, Arera Hills, Opposite Kendriya Vidyalaya No. 1, Bhopal (Madhya Pradesh)- 462011**Phone No **0755 – 2571275, 2675311** Fax: **0755 -2572224**E-mail: rmbpl@cewacor.nic.in Website : www.cewacor.nic.in**GST NO. 23AAACC1206D2ZN****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 contractor for Handling of Fully Pressed Cotton Bales & allied Services at Central Warehousing Corporation's owned/hired godowns/Private/MPWLC in Madhya Pradesh Region. The detail schedule of tender enquiry is mentioned below:

Scope of work	The CWC invites online tender for Handling Contractors for handling various works relating to Fully Pressed Cotton Bales like Carrying, Stacking, De-stacking, Weighment, Sample cutting etc. and for handling the miscellaneous items like Tarpaulins, Grey cloth, Jute Twine and Lint boundaries in various godowns located at Burhanpur, Khandwa, Mundi, Khargone, Maheshwar, Kasrawad, Barwaha, Bhikangaon, Karhi, Sanawad, Dhamnod, Dharampuri, Bakaner, Gandhwani, Singhana, Kukshi, Anjad, Sendhwa, Khetia, Pandhurna, Sausar, Indore, Pithampur, Barwani Talun, Dawana Thikri, Chhindwara, Dhar Area, Ratlam Area, Jhabua Area, Alirajpur Area	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on website : www.cwceprocure.com , www.cewacor.nic.in , www.tenderhome.com and www.cppp.gov.in	
Tender type	Open	
Schedule of E-Tender	Document downloading date and time	from 30-06-2024 at 10:30 hrs TO 28-07-2024 upto 15.00 hrs
	Last date and time of bid and EMD submission	Upto 15.00 hrs on 29-07-2024
	Date and time of online technical bid opening	29-07-2024 at 15.30 hrs
	Date and time of online price bid opening	Will be intimate later on
Pre Bid Meeting	12-07-2024 at 3.00 pm. at CWC, RO, Bhopal for clearing of doubts if any.	

Bid validity period	90 days further extendable by thirty days from the date of opening of technical bid
Period of contract	One year, further extendable by three months at the discretion of the Corporation
Cost of tender	Rs 1180/- (Rs. One thousand one hundred eighty only) inclusive of all the taxes (plus applicable GST(18%))to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office Bhopal upto 1500 Hrs. of 29-07-2024 as per details given below under EMD column. In case of e-payment proof scanned copy of payment containing UTR no. to be uploaded with the technical bid.
Processing fee of tender document	Rs. 885/- (Rs. Eight hundred eighty five only) <u>inclusive of applicable GST (18%)</u> M/S ITI Limited. through e- payment through the portal www.cwceprocure.com (before uploading the tender) before 15:00 Hrs. of 29-07-2024
EMD	Rs.20000/- (Rs. Twenty Thousand only) for each centre separately to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office Bhopal upto 15.00 Hrs. of 29-07-2024 . <u>MSE firms are exempted from tender fees and EMD on production of valid MSE certificate however security deposit of Rs 20000/- for each center separately has to be deposited in account of Regional office by successful bidders before signing of agreement. Bank details are given below:-</u> Banks Details Central Warehousing Corporation Account No.: <u>1305002100015040</u> IFSC Code: PUNB0130500 Bank Name: Punjab National Bank Branch address: Habibganj Branch, Bhopal.
SD	Rs.20000/- (Rs. Fifty Thousand only) <u>for each center separately has to be deposited in account of CWC Regional office, Bhopal by successful bidders before signing of agreement</u>

TENDER NOTICE HANDLING OF F.P. BALES

Online Tenders are invited from reputed Handling Contractors for handling various works relating to Fully Pressed Cotton Bales like Carrying, Stacking, De-stacking, Weighment, Sample cutting etc. and for handling the miscellaneous items like Tarpaulins, Grey cloth, Jute Twine and Lint boundaries in various godowns located at **Burhanpur, Khandwa, Mundi, Khargone, Maheshwar, Kasrawad, Barwaha, Bhikangaon, Karhi, Sanawad, Dhamnod, Dharampuri, Bakaner, Gandhwani, Singhana, Kukshi, Anjad, Sendhwa, Khetia, Pandhurna, Sausar, Indore, Pithampur, Barwani Talun, Dawana Thikri, Chhindwara, Dhar Area, Ratlam Area, Jhabua Area, Alirajpur Area.**

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

DOWNLOADING OF TENDER DOCUMENT -Tender form along with terms & conditions available only in electronic format which bidder can download free of cost from the mentioned website www.cwceprocure.com, www.cewacor.nic.in, www.tenderhome.com and www.cppp.gov.in

SUBMISSION OF TENDER:- Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.

- a) 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.
- b) In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.

Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid in Excel format only

- c) After filling data in pre-defined forms, bidder’s needs to click on final submission link to submit their encrypted bid.
- d) The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- e) 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.
- f) 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.**
- g) 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.
- h) NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and comply all the conditions mentioned there in.
- i) 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.
- j) Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).
- k) The Regional Manager, CWC, RO, Bhopal 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.
- l) Any clarification regarding online participation, the bidder can contact:-

M/S ITI Limited, 11th Floor, Core-1, Laxmi Nagar District Centre, Laxmi Nagar, Delhi-92. For local assistance, may call following help line numbers at M/S ITI Limited, New Delhi **Shri Ranjeet Ranjan**, Mobile No. **9981783170 /011-49424365** .

Regional Manager

TENDER FOR HANDLING AT GODOWNS for Cotton Season 2024-25**Terms & Conditions:**

1. **The last date of submission of the tender online is 03.00 P.M on 29-07-2024.**
 - (A) **The date of opening technical bid-I of the tender is on 29-07-2024 at 03.30PM**
2. Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid in Excel format only.
3. **All columns in the tender form should be filled in clearly and legibly. Tender form found as incomplete in any respect, is liable to be rejected.**
4. The Contractor having legal dispute continuing /pending with the Cotton Corporation of India Ltd/CWC as well due payable by the Contractor is not eligible to participate.
5. **Contractor has to pay Rs.20000 towards E.M.D. for each godown /centers along with the tender through e-payment gateway to Central Warehousing Corporation, Regional Office Bhopal upto 15.00 Hrs. of 29-07-2024 MSE firms are exempted from tender fees and EMD on production of valid MSE certificate however security deposit of Rs 20000/- for each center separately has to be deposited in branch office by successful bidders before signing of agreement. MSE firms are exempted for EMD on production of valid MSE certificates; however security deposit of Rs 20000/- for each center separately has to be deposit in branch office 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 at the end of the season.**
6. For Making Online payments bidders can deposit amount in below bank account details.

Central Warehousing Corporation
Account No.: 1305002100015040
IFSC Code: PUNB0130500
Bank Name: Punjab National Bank
Branch address: Habibganj Branch, Bhopal.
7. The Contractor shall abide by all terms & conditions prescribed by the Cotton Corporation of India Ltd. The Contractor also agree to abide by all Rules, Acts, Provisions for employing labourers to do the work related to FP bales as per Minimum wages Act, Provision of Provident Fund Act, Payment of wages Act, provisions relating to employing children & women, workmen compensation Act, Bonus Act, Shops and Establishment Act, Factories Act and all other rules and acts not specified hereunto. Violation of any such rules will invoke penal action on the contractor as per laws.
8. The applicant must have P.F Code No, PAN No and GST No. The certified copies of all the

Certificates must be attached with Technical Bid.

9. The Contractor has to submit the certified copy of the Challan to CWC every Month, establishing payment of P.F deposited with P.F Department. In case of non-payment / less payment of P.F, the contractor will be wholly responsible for all liabilities due to P.F Dept.
10. The rates once finalized will be inclusive of any probable increase that may be made by the Government in Minimum wages Act and contractor shall not demand any proportionate increase or revision in the finalized rates till the period under the agreement is completed.
11. Other things being equal and meeting the requirements of the Corporation, preference will be given to tenderer who has quoted the lowest Handling work rates. However, rates shall not be the sole criteria for appointment of contractors and other factors like quality of work by the contractor and having clean track record and no pending disputes with CCI/CWC and past performance etc., shall also be considered
12. Corporation will consider appointing such contractors those who have required infrastructure.
13. The bills accompanied with all supporting documents, P.F. Challan etc. Duly acknowledged by Warehouse Manager should be submitted to CWC, RO, Bhopal .
14. 10% deduction will be made from bills submitted by the Handling contractor as security deposit which will be released at the end of the season on satisfactory completion of Handling work contractor. However no interest will be paid on such security deposit.
15. **The rates once finalized shall be valid till period of contract i.e One year, further extendable by three months at the discretion of the Corporation.**
16. The Handling contractor shall compensate the corporation in the event of any delay in work on account of insufficient number of labourers supplied by the contractor. In this regard, the decision of the Regional Manager,CWC,RO,Bhopal shall be final & binding on the contractor.
17. **In case of any dispute on any terms interpretation etc. the decision of the RM,CWC , RO, Bhopal shall be final and binding on both the parties.**
18. The rates quoted by the party should inclusive of all but excluding GST.
19. All statutory deductions such as Income Tax, GST, TDS Surcharges etc., will be deducted from the bills at the prevailing rates as per Income Tax Act 1961, GST Provision.
20. The contractor will ensure proper safety of the goods/stock of Corporation. The contractor shall undertake to compensate the corporation for any loss arising out of wilful act of the contractor / labours or cause any kind of damage to the corporation's property. Also, contractor will be penalized for any kind of mishandling of Corporation's stock resulting in damage to quality/packing as determined by Corporation
21. The contractor shall obtain worker's Insurance policy with the Insurance Company and pay the premium and shall not claim any amount from the Corporation. The contractor shall pay compensation if any in case of accidents and Corporation will not be responsible.

22. In case of any legal suit filed against the Corporation by any workmen, the Corporation is authorized to recover the loss/expenses if any from the contractor.
23. Whenever the labour department demands to furnish the records or documents pertaining to labourers, the contractor shall produce the same to their best satisfaction.
24. The Handling Contractor will raise bill and forward it through concerned Warehouse Manager to Regional Office on monthly basis latest by 5th of every month.
25. The Loss sustained by the Corporation due to the negligence / non supply of labour by the concerned contractor, Corporation shall carry out the work through other contractor and loss if any suffered by the Corporation shall be recovered from the bills / EMD's / Security Deposits of original contractor. Such contractor shall be debarred for doing business with Corporation for the next two cotton seasons.
26. The Handling Contractor shall charge the same rate as finalized in tender for loading of bales from cotton buyers to whom the cotton bales were sold by CCI at the time of loading of bales. The Handling Contractor has no right to enhance the said rates under any circumstances.
27. Eligibility criteria for qualify :-
- i) The tenderer must enclose proof of requisite amount of EMD and tender fees.
 - ii) The tenderer must have Provident fund Number allotted by P.F. department.
 - iii) The tenderer must have PAN allotted by Income tax department.
 - iv) The tenderer must have GST No.
28. The name of the proposed godowns are as under: at **Burhanpur, Khandwa, Mundi, Khargone, Maheshwar, Kasrawad, Barwaha, Bhikangaon, Karhi, Sanawad, Dhamnod, Dharampuri, Bakaner, Gandhwani, Singhana, Kukshi, Anjad, Sendhwa, Khetia, Pandhurna, Sausar, Indore, Pithampur, Barwani Talun, Dawana Thikri, Chhindwara, Dhar Area, Ratlam Area, Jhabua Area, Alirajpur Area.**
29. Corporation reserves its right to engage any number of contractors in one / all the Godowns depending upon the volume of work.
30. The successful contractor will have to enter into a contract before start of the work.
31. If any dispute arises this contract will have jurisdiction of Delhi only.

32. GOVERNING LAW AND JURISDICTION

a) General

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

b) Dispute Resolution

b.1) Any dispute, disagreement, claim or other difference arising out of or in connection with this Contract (a "Dispute") shall be resolved in accordance with Clause 32(b) (Dispute Resolution).

b.2) In case, the Parties are unable to resolve any Dispute through amicable resolution, either Party shall be entitled to refer such Dispute to arbitration by serving notice on the other Party.

- b.3) In cases where the claim amount is INR 50 Crores or less, the Arbitral Tribunal shall consist of a Sole Arbitrator, to be appointed mutually by both the parties.
- b.4) In cases where the claim amount is in excess of INR 50 Crores, the Arbitral Tribunal shall consist of three members, one to be nominated each by a party and the presiding arbitrator to be appointed by the two nominated arbitrators.
- b.5) The Parties agree that the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996 of India (or any statutory modification or re-enactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be at DELHI.
- b.6) The arbitral proceedings in respect of a particular dispute shall commence on the date on which the arbitrator call upon the party to file its claim.
- b.7) The Contractor shall be obliged to continue to provide the Service(s) to the Corporation under the Contract or the Scope of Work, during the arbitration proceedings and no payment due or payable to the Contractor (except payment in dispute) shall be withheld on account of such proceedings.
- b.8) The cost of arbitral proceedings shall be borne by the party/parties in the discretion of the sole arbitrator.
- b.9) The arbitration award shall be a reasoned award. The same shall be final and binding on the Parties. The right to refer any Dispute to arbitration pursuant to this Clause 32(b) (Dispute Resolution) shall survive the expiry or termination of the Contract.
33. Mere submission of the tender form does not entitle any Handling contractor to be engaged by the Corporation. The Corporation reserves the right to accept or reject any tender without assigning any reason thereof.
34. In case the tenderer has any query about the tender/bid terms and conditions and/or tender/bid process, he may seek clarification from the CWC, RO, Bhopal. Further, in case tender/bid is rejected tenderer may seek the reasons for rejection from CWC, RO, Bhopal.
- 35. Job contractor should ensure the availability of adequate labourers as per requirement and the work should be completed on time.**
36. The Job work Contractor shall ensure to provide adequate trollies for stacking & destacking of bales at MPWLC/ CWC/SWC/RMC/Co-operative Godown/private.
37. In case the L1 tenderer refuse to work at the rates quoted by him, such Handling tenderer shall be debarred for the next 2 cotton seasons.
38. If any tenderer quotes Zero/NIL, then the tender bid will be treated as unresponsive & the bid will not be considered.
39. The quoted rates will be accepted up to two decimals and the rest will be ignored.

Seal & Signature of the Handling Contractor.

DECLARATION

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

Place:

Signature:_____

Date:

Name & Seal of the contractor:_____

Address Stamp

Witness:

Name & Address

(1)_____

(Signature)

(2)_____

(Signature)

Checklist for Tenderers:

- 1).The tenderer must proof to EMD of requisite amount of Rs.....
- 2).The tenderer must have Provident fund Number allotted by P.F. department.
- 3). Xerox copy of PAN No (Name of Handling contractor/firm and name on PAN should match)
- 4) Xerox copy of GST No (Name of Handling contractor/firm and name on GST Should match)

BID-I (Technical)

TENDER FORM FOR Handling WORK AT GODOWN FOR COTTON SEASON 2024-25

Tender No. : _____

Tender Date: _____

Last date for issue of Tender : 28.07.2024 up to 15.00 P.M

Last date for submission of Tender : 29.07.2023 up to 15.00 P.M.

Technical bid for Handling at Godown for Cotton Season 2023-24

1. Name of the Handling contractor : _____

2. Father's Name (if individual) : _____

3. Full postal address for communication
With email id and tel. no. : _____4. Name of godown/ godowns for which tender
Is submitted : _____5. Details of EMD : UTR no . _____ date _____
(EMD of Rs..... for each
Godown premises) : Amount Bank _____6. Details of tender form fee : UTR no _____ date _____
(if downloaded) : Amount Bank _____7. Details of Provident Fund code No. : _____
(Copy of certificate from Competent
Authority to be submitted)8. Income Tax PAN No. : _____
(Xerox copy to be submitted)9. GST Registration No. : _____
(Xerox copy to be submitted)10. Permanent Address with tel. no. : _____
_____11. Whether the contractor is registered as MSME : Yes/ No
(if Yes, Pls. attach concerned valid certificate)12. If MSME under SC/ ST category : Yes/ No
(if Yes, Pls. attach concerned valid certificate)13. If MSME is under women entrepreneur category : Yes/ No
(if Yes, Pls. attach concerned valid certificate)

14. Whether the contractor is under
Startup category.

:

Yes/ No

(if Yes, Pls. attach concerned valid certificate)

15. Details of Bank Account

Name of the account holder _____

Bank Name _____ Branch Name _____

IFSE Code _____ Account No. _____

Seal & Signature of the Handling Contractor.

Place:

Date:

BID-II (Financial)**(TO BE FILLED ONLY IN EXCEL FORMAT)****TENDER FORM FOR HANDLING AT GODOWN FROM FOR COTTON SEASON 2024-25**

Name of the Contractor: _____.

Name of the Godown Location: _____

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

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

- In case of point No. IV, if the bales are weighed in weighbridge then the bale weighment charges will not be given.
- If any tenderer quotes Zero/NIL, then the tender bid will be treated as unresponsive & the bid will not be considered.
- The quoted rates will be accepted up to two decimals and the rest will be ignored.

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

Date:

Place:

Signature: _____

Name of the Contractor: _____

Phone No:

Address

AGREEMENT FOR HANDLING CONTRACTORS AT GODOWNS FOR COTTON SEASON
2024-25

AN AGREEMENT MADE AT ON THIS DAY OF ____ 20____ BETWEEN THE Regional Manager, Central Warehousing Corporation 75 Aera hill opposite Kendriya Vidhyalaya no 1, Bhopal 462011 and having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi- 110016 (hereinafter referred to as the "Corporation", which expression, unless the context requires

otherwise, shall include its successors and permitted assignees) OF THE FIRST PART
AND A PROPRIETORSHIP FIRM / PARTNERSHIP / CO-OPERATIVE SOCIETY
M/s_____

_____ REPRESENTATED BY
_____ IT PROPRIETOR/PARTNER _
_____ HANDLING CONTRACTOR

(hereinafter referred to as the "Transporter", "THE HANDLING CONTRACTOR" which expression, unless the context requires otherwise, shall include its successors/legal heirs and permitted assignees) OF THE SECOND PART AND WHEREAS THE HANDLING CONTRACTOR HAS AGREED TO DO THE HANDLING WORK AT GODOWNS FOR THE CORPORATION DURING THE COTTON SEASON 2024 – 25 (_____ TO _____) ON CONTRACT BASIS.

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

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

TERMS & CONDITIONS:

1. The terms and conditions of Handling work tender dated 29-06-2024 are integral part of this agreement and shall be read as part of this agreement except herein below or otherwise amended or modified.
2. The rates for Handling work are as per Annexure-A enclosed.
3. I/We, the Handling work contractor agree to the deduction of 10% from every bill submitted by us towards security deposit which will be released at the end of the season on completion of work, satisfactorily. Completion certificate to be obtained from concerned Centre in charge. However, no interest will be paid on such security deposit.
4. I/We, also agree to abide by all terms & conditions mentioned in the tender dtd. by the CWC, I/We, the Job contractor also agree to abide by all Rules, Acts, Provisions including minimum Wages Act, Payment of Wages Act, Provisions relating to employing children and women, workmen compensation Act, Provident Fund Act, Bonus Act, Shops and Establishment Act, Factories Act and all other rules and acts not specified hereunto. for employing laborers to do the work of handling of bales and Misc. Items such as Tarpaulins , Lint boundaries, Grey cloth and Jute twin etc.,
5. I/ We, agree to submit the certified copy of the P.F. Challan to CWC every Month, establishing the payment of P.F. deposited with P.F Department. In case of non - payment / less payment of P.F., I / We will be wholly responsible for all liabilities due to P.F Department.
6. I / We, also give an undertaking that the CWC, will not be responsible for non-payment of any dues directly to the laborers and we shall be held responsible for making all legal and lawful payments to be made to the laborer and the rate mentioned above covers all such payments.
7. The rate as per Annexure-A enclosed for kapas, bales and Misc. items such as tarpaulins, lint boundaries, Grey cloth and jute twin etc., handling work entrusted by the Corporation is valid for a period of twelve months fromto..... In case of necessity, the Corporation may extend the contract period by 3 months with same rate and Terms and Conditions which is agreed by us.
8. Handling contractor should ensure the availability of adequate labourers as per requirement and the work should be completed on time.
9. The Handling Contractor shall ensure to provide adequate trollies for stacking & destacking of bales at CWC/MPWLC/RMC/Co-operative Godown/Private/ Hired Godown.
10. I / We, agree to sign all the legal documents, contracts and undertakings as prescribed by the Corporation in support of contracts to be entered into with us for the work, for which the quotations are submitted. All expenses / fees to be paid to the labour department/labour court for registration etc. Will be borne by me / us.
11. I / We, undertake to compensate the Corporation, in case of any delay in handling work on account of insufficient number of laborers supplied by me to do the Handling work and quality of work. In this regard the decision of Warehouse Manager/Regional Manager CWC is final & binding on me/ us.
12. I / We, agree that the Corporation is no way concerned in case of any increase in labour wages or any such increase due to amendment of any Government acts and I/We, shall not demand any proportionate increase or revision in the agreed rates till the completion of contract period, mentioned in Annexure – I.

13. In case of dispute, on any terms interpretation etc. the decision of the RM,CWC ,RO,Bhopal, shall be final and binding on both the parties.
14. The rates quoted by the party should be inclusive of all taxes excluding GST
15. All statutory deductions such as Income Tax etc. will be deducted from the bills (IT + SC+EC as applicable) as per Income Tax Act 1961.
16. I/We, the Handling contractor will ensure proper safety of the goods/stock of Corporation. The Handling contractor shall compensate the Corporation of any loss arising out of wilful act of the Job work contractor/labours or cause any kind of damage to the Corporation's property. Also Handling contractor will be penalized for any kind of mishandling of Corporation's stock resulting in damage to quality/packing as determined by the Corporation.
17. I/We agree to take worker's insurance policy with the Insurance Company by paying premium and we shall not claim any amount on account of this from the Corporation. Corporation is in no way responsible for any accident, during the contract period and I / we, will also not claim any compensation for the same from the Corporation.
18. I / We, undertake to indemnify the Corporation that in case of any legal suit, filed against the Corporation by any workmen, the Corporation is authorized to recover the same from me / us.
19. I / We, undertake to compensate Corporation any fine / penalty if any imposed by the State Government authorities for non-compliance of provisions of labour Laws Act, factory, shops and establishment act, provident fund Act, Minimum wages Act, Work men Compensation Act, Payment of Bonus Act, provisions relating to employing children and women etc. I/We will be responsible for the same. Violation of any such rules will invoke penal action on the contractor as per laws.
20. In case of the loss sustained by the Corporation due to the negligence/non supply of labour by the concerned job work contractor, Corporation shall carry out the work through other Handling contractor and loss if any suffered by the corporation shall be recovered from the bills/EMD/Security deposit of the original Handling contractor. Such contractor shall be debarred for doing business with Corporation for the next two cotton seasons.
21. Whenever labour department or any other Govt. Agencies demands to furnish the records or documents pertaining to labourers. I/We, undertake such responsibility to produce the same to the best satisfaction.
22. ARBITRATION CLAUSE:
 1. This contract is subject to the Jurisdiction of Delhi, in case of any dispute.
 2. "Any dispute arises out of this contract, will be referred to an Arbitrator (not an Employee of the Corporation) whose appointment will be made by the Managing Director. The dispute shall be governed by Arbitration and Conciliation Act 1996. The decision is binding on both the parities"
23. I / We the Job contractor undertake to submit "Clearance Certificate" of all the dues payable to P.F. Department in the year end before claiming the security deposit from the Corporation, If required.
24. I / We shall abide by terms and conditions mentioned above. If any Terms & Conditions violated by me / us, then the Corporation will have a right to cancel the contract after giving three days' notice and the Corporation will have the right to forfeit the security deposit & EMD lying with the Corporation.

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

Place:

Date:

Witness: -

Signature of Handling contractor with seal

Name & Address

1.

2.

(Signature)

(Signature)

Annexure (A)

CENTRAL WAREHOUSING CORPORATION REGIONAL OFFICE, BHOPAL (M.P.)**TENDER FOR HANDLING AT GODOWN FROM FOR COTTON SEASON 2024-25**

Name of the Contractor: _____.

Name of the Godown Location: _____

s.no.	Description of work	Unit	Quoted Rate per bale In Rs.
(i)	Rolling of bales at the time of receipt/ delivery	Per bale	
(ii)	Bales stacking charges	Per bale	
(iii)	Bales de-stacking charges	Per bale	
(iv)	Bales weighment charges	Per bale	
(v)	Sample cutting charges	Per bale	
(vi)	Unloading from truck or trolley and stacking of tarpaulins (including rolling)/ destacking and loading of tarpaulins in to truck or trolley (including rolling)	Per Tarpaulin	
(vii)	Unloading from truck or trolley and stacking of grey cloth bales (including rolling)/ destacking and loading of grey cloth bales in to truck or trolley (including rolling)	Per bale	
(viii)	Loading charges for FP Bales to Container Truck (For Exports)	Per bale	
(ix)	Loading charges for FP Bales to CCI/CCI Buyer	Per bale	