



CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

Regional Office:- Chandigarh



No. CWC/RO-CHD/Busi/H&T/CCI/2024-25/22

Dated : 04/07/2024

E-TENDER DOCUMENT

Tender Document for appointment of transporters for Transportation of F.P. Cotton Bales from Pressing Factories located at following centres to various godowns in Punjab

Abohar, Bathinda, Bhucchu, Goniana, Maur, Rampura, Sangat, Budhlada, Mansa, Sardulgarh, Fazilka, Killianwali, Gidderbaha, Malout, Mukatsar, Jaitu, Raman, Tapa.

Date for downloading Tender Form	04/07/2024 to 25/07/2024
Last Date for online Submission of tender	Upto 15:00 Hrs. on 25/07/2024
Date of opening (technical bid)	At 15:30 Hrs. on 25/07/2024

Regional Office : Bays no 39-42, Sector 31A., Chandigarh – 160031
Phone Nos. : 0172 265 6601
Email : rmchd@cewacor.nic.in
Website : www.cewacor.nic.in



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No. CWC/RO-CHD/Busi/H&T/CCI/2024-25/22

Dated : 04/07/2024

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 contractor for Transportation of Fully Pressed Cotton Bales & allied Services from Pressing Factories to Central Warehousing Corporation's owned/hired/ Private/PSWC godowns in Punjab Region. as detailed below :

Scope of work	Transportation work of Fully Pressed Cotton Bales and allied materials etc from F.P. Cotton Bales from Pressing Factories located at Abohar, Bathinda, Bhucchu, Goniana, Maur, Rampura, Sangat, Budhlada, Mansa, Sardulgarh, Fazilka, Killianwali, Gidderbaha, Malout, Mukatsar, Jaitu, Raman, Tapa to Central Warehousing Corporation's owned/hired godowns /Private/PSWC in Punjab	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on Website : www.tenderwizard.com/cwc www.cwceprocure.com , www.cewacor.nic.in , www.tenderhome.com and www.cppp.gov.in	
Tender type	Open	
Schedule of E-Tender	Document downloading date and time	Upto 15.00 Hrs on 25.07.2024
	Last date and time of online bid submission	Upto 15.00 Hrs on 25.07.2024
	Date and time of online technical bid opening	At 15.30 Hrs on 25.07.2024
	Date and time of online price bid opening	To be decided Later
	Date and time for pre bid meeting	09.07.2024 at 12.00 Hrs in CWC, RO, Chandigarh
Bid validity period	90(Ninety) days further extendable by 30(Thirty) Days from the date of Opening of Technical Bid shall be binding on the tenderers.	
Period of Contract	01.10.2024 to 30.09.2025	
Cost of tender	Rs.1180/- (Rs. One Thousand One Hundred Eighty Only) including GST to be paid through e-payment gateway to Central Warehousing Corporation,	

	<p>Regional Office, Chandigarh Upto 15.00Hrs. of 25/07/2024 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.</p> <p>In lieu of Tender Fees, Micro & Small Enterprises (MSEs) registered in UDYAM portal /Startup certified by department for Promotion of Industry and Internal Trade(DPIIT) are required to submit duly digitally signed Bid Security Declaration as per format along with online Bid.</p>
Processing fee of tender document	<p>Rs.885/- (Rs. Eight Hundred Eighty Five Only) including GST to M/s ITI Limited through e-payment through the portal www.cwceprocure.com (before uploading the tender) before 15.00 Hrs. of 25/07/2024</p>
EMD/Bid Securing Declaration	<p>Rs.50,000/- (Rs. Fifty Thousand Only words) to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office, Chandigarh before 15.00 Hrs. of MM/DD/YYYY. Proof of e-payment to be uploaded with the technical bid.</p> <p>In lieu of EMD, Micro & Small Enterprises (MSEs) registered in UDYAM portal /Startup certified by department for Promotion of Industry and Internal Trade(DPIIT) are required to submit duly digitally signed Bid Security Declaration as per format along with online Bid.</p>
Security Deposit	<p>Rs.50,000/- (Rs. Fifty Thousand Only words) for each centre to be deposited in CWC, Regional Office, Chandigarh by successful bidders before signing of agreement.</p>

OTHER DETAILS

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

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

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

- b Bidders who wish to participate in the e-tendering will have to procure valid digital certificate of **Authorised Signatory** as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.
- c DOWNLOADING OF TENDER DOCUMENT:- The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website. www.tenderwizard.com/cwc, www.cwceprocure.com, www.cewacor.nic.in, www.tenderhome.com and www.cppp.gov.in
- d SUBMISSION OF TENDER:- Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out-rightly rejected. 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 Undertaking on letter head **along with the tender and documents** required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.
- f Bidders who wish to participate in online tender have to register with the website through the “new user registration” link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
- g In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
- h Bidders who wish to participate in e-tender need to fill data in 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 tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.

- k Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.
- 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 Chandigarh may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenderers.
- r Any clarification regarding online participation, the bidder can contact:-

M/s ITI, New Delhi -

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

Email id- cwceproc@etenderwizard.com

REGIONAL MANAGER

TERMS AND CONDITIONS

1. Bidders who wish to participate in e-tender need to fill data in predefined forms of Technical Bid, Price Bid in Excel format only.
2. The rate quoted should be on per bale basis inclusive of all taxes, excluding loading at factory, unloading & GST.
3. The contract will be effective for a period of one year or extension thereof from the date of issue of the confirmation letter.
4. 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.
5. The party has to Rs.50000/- (Rs. Fifty Thousand only) to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office Chandigarh upto 15.00 Hrs. of 25-07-2024 MSE firms are exempted from Tender fees and EMD on production of valid MSE certificate however security deposit of Rs 50000/- for each center separately has to be deposited in Regional 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.
6. For Making Online payments bidders can deposit amount in below bank account details.
Bank Name : HDFC Bank
Branch Name:Hauz Khas, New Delhi
Account No. : 50100434183210
IFSC Code : HDFC0000467
7. All columns in the tender form should be filled clearly and legibly. Tender form found incomplete in any respect is liable to be rejected.
8. Transporters having legal dispute continuing/ pending with the CWC/Cotton Corporation of India Limited as well dues payable by the Transporter is not eligible to participate.
9. 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.
10. 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 forfeiting the EMD.
11. The transporter will 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 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.
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.
18. If any damage caused due to transportation of bales, then the recovery will be made from concerned transporter as determined by the Corporation.
19. In case of any accident or eventuality during the transit the same should be informed to concerned Warehouse Manager/ concerned center incharge of CCI 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.
20. 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 Regional 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/ Warehouse Manager.
21. The payment will be made through e payment (RTGS/NEFT etc.). The Contractor shall submit the monthly bill(s) to the Corporation on or before the 7th day of the month mandatorily digitally signed through Bill Tracking System (BTS), detailing the amounts payable to the Contractor under this Contract in respect of the preceding month. It is to note here

that No bills submitted other than through Bill Tracking System (BTS) shall be accepted. On written request of the Contractor, CWC may at its sole discretion, permit submission of bills beyond the prescribed period however, such period shall not exceed 21 days from the prescribed period.

In case of abnormal delay in submission of bill (i.e. more than 30 days from the due date of submission), the Contractor shall be liable for penalties on account of statutory default of GST laws, Income Tax and/or any other law time being in force. The decision of the Regional Manager in this regard shall be final and binding on the Contractor.

22. The transporter should contact Centre Incharge, Godown Incharge and Branch Office on daily basis for ascertaining the requirement of vehicles.
23. 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.
24. 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.
25. 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.
26. Godown locations may be included depending on availability and actual engagement of godowns.
27. 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.
28. 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/ any work to the tenderer.
29. Transporter must give undertaking that if TDS is not applicable, he is having less than 10 vehicles along with copy of PAN card.
30. 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.
31. If a tenderer quotes Nil/Zero charges consideration, the tender bid shall be treated as irresponsive and will not be considered.

32. The successful Transporter will have to enter into a contract/ agreement before commencement of work.
33. Penalty clause: If contractor fail to perform contract partially or fully, then CCI shall have right to penalize the Transporter/contractor including blacklisting for up to next two cotton seasons.
34. 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.
35. 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.
36. 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.
- 37. The L-1 will be decided on the basis of rates quoted for each route i.e from pressing centre/ location to Godown location in the table of financial bid.**
38. 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.

39. 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 39.2

39.2(Dispute Resolution).

39.2.1 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.

39.2.2 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.

39.2.3 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.

39.2.4 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.

39.2.5 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.

39.2.6 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.

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

39.2.8 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 39.2 (Dispute Resolution) shall survive the expiry or termination of the Contract.

DECLARATION

(ON LETTER HEAD OF THE BIDDER)

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 all other expenses, inclusive of all taxes, excluding loading at factory, unloading & GST.

I/We agree with the above Terms and Conditions.

**Name & Signature of the
Tenderer With Seal**

DATE:

PLACE:

Witness:

1. Name of the Witness:
& full address
2. Name of the Witness:
& full address

(ON LETTER HEAD OF THE BIDDER)

DECLARATION

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

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

**Name & Signature of the
Tenderer With Seal**

DATE:
PLACE:

FORMAT OF BID SECURITY DECLARATION

(Only for MSE's / StartUp's)

(On Letter Head of Bidder)

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)

CHECK LIST FOR TENDERERS

- 1 Whether Tenders are submitted online in the prescribed format in form of “Bid-I and Bid-II”.
Whether submitted these two bids : YES/NO
- 2 Whether copy of PAN card Xerox is enclosed(Name mentioned in PAN No. should correlate with Transport Co/Proprietor/partner of firm .) : YES /NO
- 3 Whether copy of GST registration Certificate is enclosed : YES /NO
- 4 In case of partnership / Firm then firm registration with registrar of Firms is enclosed : YES /NO
- 5 EMD of Rs. 50,000 / Bid Security Declaratuion as per format in case of MSME or statrtup with requisite proof of registration. : YES /NO
- 6 Self-declaration regarding Transporter is not banned /restricted /business dealing with any department of Central or State Government /Public Sector. : YES /NO

Bid-I (Technical)

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

1. Name and full postal address of the Transporter with Telephone Number / & Email Address :
2. PAN No. (copy should be enclosed) :
(Name mentioned in the PAN No. should Co-relate with either Transport Co /proprietor / partner of firm)
3. GST No. (copy should enclosed) :
4. 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)
5. Office Address :
6. Name and address of the local person responsible to contact with telephone no. :
7. Whether the contractor is registered as MSME (if Yes, Pls. attach concerned valid certificate) : Yes/ No
8. If MSME under SC/ ST category (if Yes, Pls. attach concerned valid certificate) : Yes/ No
9. If MSME is under women entrepreneur category (if Yes, Pls. attach concerned valid certificate) : Yes/ No
10. Whether the contractor is under StartUp (if Yes, Pls. attach concerned valid certificate) startup category. : Yes/ No
11. EMD : Yes/ No
12. Cost of Tender Submitted :Yes/No
13. Bid Security Declaration Submitted (In case of MSE / StartUp) :Yes/No

13. Whether Transportation work of the CWC/CCI/FCI/Department of Central or State Government/Public Sector Undertaking/Institutions was done last three years

If yes, furnish details : 2021-22 2022-23 2023-24

14. Details of Bank Account :

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:

BID-II (FINANCIAL BID)

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

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

From : -----

To
The Regional Manager,
The Central Warehousing Corporation
Regional Office, Chandigarh,

Dear Sir,

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

With reference to your tender notice dated _____ 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 : _____

1.	2.	3.	4.
S. No.	From Pressing Location/Centre	To Godowns at (CWC/SWC/ SOCIETY/ PRIVATE/AMC & ANY OTHER GODOWNS AT)	RATE PER BALE EXCLUDING LOADING, UNLOADING AND GST)
1	FAZILKA	ABOHAR	
		MUKTSAR	
		GUMJAL	
2	ABOHAR	FAZILKA	
		GUMJAL	
		MUKTSAR	
		MALOUT	
		GIDDERBAHA	

3	MUKTSAR	GIDDERBAHA	
		MALOUT	
		ABOHAR	
4	MALOUT	ABOHAR	
		MUKTSAR	
		GUMJAL	
		GIDDERBAHA	
5	GIDDERBAHA	BATHINDA	
		MUKTSAR	
		SANGAT	
		MALOUT	
6	KILIANWALI	SANGAT	
		BATHINDA	
		RAMPURAPHUL	
		GIDDERBAHA	
		RAMAN	
		MAUR	
7	MANSA	MAUR	
		SARDULGARH	
		BHIKHI	
8	SARDULGARH	MANSA	
		BUDHLADA	
		BHIKHI	
9	BUDHLADHA	MANSA	
		SARDULGARH	
		BHIKHI	
10	JAITU	BATHINDA	
		RAMPURAPHUL	
11	TAPA	RAMPURAPHUL	
		MAUR	
		BATHINDA	
12	BATHINDA	SANGAT	
		RAMPURAPHUL	
		MAUR	
13	RAMAN	BATHINDA	
		SANGAT	
		MAUR	
		MANSA	
14	SANGAT	BATHINDA	

		MAUR	
		RAMPURAPHUL	
15	MAUR	BATHINDA	
		MANSA	
		RAMPURAPHUL	
16	RAMPURAFUL	BATHINDA	
		MOUR	
17	GONIANA	BATHINDA	
		RAMPURAPHUL	
		SANGAT	
18	BHUCHO	BATHINDA	
		RAMPURAPHUL	
		SANGAT	

Name & Signature of Tenderer with seal

Place:

Date:

AGREEMENT FOR ENGAGING TRANSPORTATION WORK OF F.P. BALES

AN AGREEMENT MADE AT ON THIS _____ DAY OF _____ 20____ BETWEEN THE **Central Warehousing Corporation**, a Government of India Undertaking, established under the Warehousing Corporation Act, 1962, having its Regional Office at _____ and having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi- 110016 (hereinafter referred to as the "Corporation", which expression, unless the context requires otherwise, shall include its successors and permitted assignees); 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	From Pressing Location/Centre	To Godowns at (CWC/SWC/ SOCIETY/ PRIVATE/AMC & ANY OTHER GODOWNS AT)	Rate per Bale
1	FAZILKA	ABOHAR	
		MUKTSAR	
		GUMJAL	
3	MUKTSAR	GIDDERBAHA	
		MALOUT	
		ABOHAR	
4	MALOUT	ABOHAR	
		MUKTSAR	

		GUMJAL	
		GIDDERBAHA	
8	SARDULGARH	MANSA	
		BUDHLADA	
		BHIKHI	
10	JAITU	BATHINDA	
		RAMPURAPHUL	
11	TAPA	RAMPURAPHUL	
		MAUR	
		BATHINDA	
12	BATHINDA	SANGAT	
		RAMPURAPHUL	
		MAUR	
13	RAMAN	BATHINDA	
		SANGAT	
		MAUR	
		MANSA	
14	SANGAT	BATHINDA	
		MAUR	
		RAMPURAPHUL	
15	MAUR	BATHINDA	
		MANSA	
		RAMPURAPHUL	
16	RAMPURAFUL	BATHINDA	
		MOUR	
17	GONIANA	BATHINDA	
		RAMPURAPHUL	
		SANGAT	
18	BHUCHO	BATHINDA	
		RAMPURAPHUL	
		SANGAT	

1. The above rates are inclusive of all taxes, excluding loading at factory, unloading & 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 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.
4. Transporter will have to transport Bales immediately on Centre Incharge Communication/ Pressing Factory/Warehouse Manager. 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. 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.
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 fully insured, 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 Warehouse Manager/ 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. The transporter will have to contact Warehouse Manager/Centre In charges on day to day basis for requirement of vehicles.
13. 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/ Warehouse Manager.

14. The payment will be made through e payment (RTGS/NEFT etc.).
15. 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.
16. 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.
17. The Corporation reserves the right to withdraw its transportation work or terminate this agreement without assigning any reason.
18. GST E-way bill, for movement of Corporation stock, will be generated by the transporter as per GST act & provisions. If any liability arises to the Corporation due to non- generation/wrong generation of e-way bill, it will be recovered from the transporter.
19. 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).
20. 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.
21. Bales should be loaded lot-wise and no intermixing of lots will be allowed.

22. 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.
23. 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.
24. 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 2024-25 i.e. up to 30-09-2025 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 Manager 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 Delhi only.

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

THE CENTRAL WAREHOSUING 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 : _____

DECLARATION

I hereby request to The Central Warehousing Corporation, on behalf of M/s-----
Transporter -----
--- in the capacity of authorized representative that I give my consent to issue one T.D.S. Certificate for each completed financial year i.e.2024-25 for the amount of Income Tax deducted at source (T.D.S).

Place :

For

Date :
