



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



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

Dated : 10.09.2024

E-TENDER DOCUMENT

For Appointment of Regular Handling Contractor for FP Cotton

Bales in MUMBAI Region

Date for downloading Tender Form	10.09.2024 to 15:00 hrs on 23.09.2024
Last Date for online Submission of tender	upto 15:00 hrs on 24.09.2024
Date of opening (technical bid)	At 15:30 hrs on 24.09.2024

REGIONAL OFFICE, MUMBAI

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

GST Registration No : 27AAACC1206D1ZG

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

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



CENTRAL WAREHOUSING CORPORATION

[A Government of India Undertaking]

Regional Office, Mumbai

Sector-20, Near APMC Fruit Market,

Vashi, Navi Mumbai-400 703

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

Email: rmmum@cewacor.nic.in website: www.cewacor.nic.in



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

Dated: 10.09.2024

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 Handling contractor for Handling of FP Cotton Bales at various Central Warehouses/godowns [listed at Appendix-XIV] in **Mumbai Region** as detailed below:

Scope of work	Handling work of FP Cotton Bales at various Central Warehouses/godowns in Mumbai Region .	
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 .	
Tender type	Open	
Schedule of E- Tender	Document downloading date and time	From 10.09.2024 to 15:00 hrs on 23.09.2024
	Date and time for pre bid meeting	1500 hrs on 16.09.2024 at CWC, Regional Office, Mumbai
	Last date and time of online bid submission	upto 15:00 hrs on 24.09.2024
	Date and time of online technical bid opening	1530 hrs on 24.09.2024
	Date and time of online price bid opening	Will be intimated later
Bid validity period	90(Ninety) days further extendable by 30(Thirty) Days from the date of Opening of Technical Bid shall be binding on the tenderers.	
Period of Contract	“The contract will be effective from the date of issue of the confirmation letter/work order for a period of one year”	

Cost of tender	Rs.1,180/- (Rupees One thousand one hundred and eighty only) including GST(18%) to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office, <u>Mumbai</u> Upto 1500Hrs of 23.09.2024 as per details given below under EMD column. Incase of e-payment proof scanned copy of payment containing UTR No. to be uploaded with the technical bid.
Processing fee of tender	Rs. 885/- (Rupees eight hundred and eighty five only) including GST (18%) to M/s ITI through e-payment through the portal (before uploading the tender) www.cwceprocure.com before 1500 Hrs. of 24.09.2024
EMD	EMD of Rs. 50,000 for each center , is to be deposited in the following bank account of CWC: Name of Beneficiary: Central Warehousing Corporation. Account No. : 3864000100043777 IFSC: PUNB0386400 Branch: APMC, Vashi, Navi Mumbai. In lieu of EMD, Exempted bidder shall submit Bid Security Declaration as per Appendix-XII duly signed and submitted along with online Bid.
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/- per centre and an additional 10% will be deducted from Each bill.

ELIGIBILITY CRITERIA

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

OTHER DETAILS

- a Bidder must upload scanned copies of documents as given in eligibility criteria at clause 3 of tender document in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.*
- b Bidders who wish to participate in the 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.
- d SUBMISSION OF TENDER:- Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out-rightly rejected. *Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification his technical bid is liable to be rejected. Tenderers are requested to visit clause 12.1 to 12.3 of tender document for detailed instructions.*
- e Tenderer is required to submit Appendix VIII along with the tender document 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 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 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, Mumbai may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenderers.
- r* Any clarification regarding online participation, the bidder can contact:-
M/s ITI, New Delhi For assistance, may call following help line numbers: 011-49424365
Email id- cwceproc@etenderwizard.com

REGIONAL MANAGER

INDEX OF TENDER DOCUMENT

Sl. No.	Description of Documents	Page No.
1.	Invitation to tender & Instructions to the tenderers.	8
2.	Forwarding letter to the tenderer including General Information [A] Place of Operation.	8-9
3.	[B] Brief Description of Work	9
4.	3(A) Minimum Eligibility Criterion, 3(B) All other required documents and Disqualification conditions	10-15
5.	Terms for MSE	16
6.	Volume of Work, Information about tenderers, Signing of Tenders, Earnest Money Deposit, Security Deposit, Delivery of Tender, Opening of Tenders, Corrupt Practice, Interview and acceptance of tender & Execution of Agreement	17-24
7.	Annexure-I – Terms & Conditions governing to the Contract covering definitions, Object of the Contract, Parties to the Contract, Constitution of Contractor[s], Subletting, Relationship with third parties, Liabilities for personnel, Payment of Wages to Workers, Weekly Off, Attendance Allowance, Canteen, Rest Rooms, Latrines & Urinals, Washing Facilities, First Aid facilities	25-29
8.	Bribes, Commission, Corrupt Gifts etc., Period of Contract, Summary Termination, Security Deposit, Liability of Contractor or losses etc. suffered by Corporation, Set Off, Book Examination, Volume of Work, Remuneration, Payment, Delays, Strikes etc., Laws Governing to the Contract, Dispute Resolution – Amicable settlement & Arbitration	29-35
9.	Service to be performed by the Contractors – Clause XX	36
10.	Clause No. XX – Services – Handling of FP Cotton Bales at warehouse/CWs [listed at Appendix-XIV], Clause XXI – Duties and Responsibilities of Contractor Black Listing Clause No. XXII, Interpretation of the Clause-XXIII, Force Majeure – XXIV, Route Diversion - XXV.	37-42
11.	Appendix – I- General Details of Bidder	43
12.	Appendix – II- Declaration	44-45
13.	Appendix – IV - Format for Net Worth.	46
14.	Appendix – V - Format for Power of Attorney for guidance purpose	47-48
15.	Appendix - VI — undertaking for Proprietary firm.	49

16.	Appendix - VII - Compliance of Bid Requirement.	50
17.	Appendix - VIII – Undertaking for uploading true information.	51-52
18.	Appendix – IX - Pre contract integrity pact alongwith agreement for item / percentage rates.	53-58
19.	Appendix – X – Forwarding letter by the tenderer for submission of tender.	59-60
20.	Appendix – X [a] Sample of temporary contract labourer’s employment card.	61
21.	Form – I Appendix – X [b] Register of Fines	62
22.	Form – II Appendix – X[c] Register of deduction for damages or loss caused to the Employer by the Neglect or Default of the Contract Labourers.	63
23.	Appendix – XI - Agreement.	64-67
24.	Appendix – XII – Bid Securing Declaration.	68
25.	Appendix-XIII- Price bid	69-70
26.	Appendix-XIV- List of Central Warehouses/godowns in Mumbai Region.	71
27.	PRICE BID [in <u>EXCEL SHEET</u> ATTACHED SEPARATELY]	

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF CONTRACTORS FOR HANDLING OF FP COTTON BALES AT CENTRAL WAREHOUSES [Listed at Appendix-XIV]

From:

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

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

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation) the Regional Manager, CWC, RO, MUMBAI invites online tenders, UNDER TWO BID SYSTEM, for appointment of contractors, for loading/unloading, handling of FP Cotton Bales and allied material etc; in and around Central Warehouses [listed at **Appendix-XIV**] for a period of **01 (One) year from the date of commencement of services as may be agreed under the contract.**

1. GENERAL INFORMATION

1. Place of Operation:

The works in and around /in these presents shall mean and include the area within a radius ofkilometer(s) from the Municipal Office/Railway Station of CWC warehouse comprises the groups of godowns [listed at **Appendix-XIV**].

Note :

- a) Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period the description of which is given in the tender, the Corporation may, during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of those. In such an event the contract shall not be rendered invalid and the contractor shall be bound to perform all the services/duties and execute all the works as per terms and conditions and rates of the contract and they shall not be entitled to make any claim whatsoever, against the Corporation for compensation/revision of rates or otherwise, due to increase/decrease in the number of godowns or the storage capacity of the godowns. In case the Contractor refuses or does not perform accordingly, same shall be treated as breach and Regional Manager/Contract Awarding Authority shall take action under clause X(a) of the contract condition.

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

2. BRIEF DESCRIPTION OF WORK

Handling of FP Cotton Bales at Central Warehouse [listed at **Appendix-XIV**] /godshed/other locations and vice versa mentioned in NIT (Elaborate description of service given in Clause XX of Annexure-I (Terms and Conditions)).

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

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

Tenderers are required to quote for all the services covered under SOR as detailed in Clause XX of Annexure-I containing the terms and conditions.

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

3. (A) MINIMUM ELIGIBILITY CRITERIA

NOTE:

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

S.No.	Minimum Eligibility Criteria	Mandatory Documents to be uploaded
1.	<p>Turnover: The Tenderer should have achieved the minimum average annual turnover of Rs.30.00 Lakhs during the three preceding financial year.</p>	<p>The Tenderer is required to upload the audited Balance Sheet and Statement of Profit & Loss A/c for the preceding three financial years with the bid. In case Balance Sheets and Statement of Profit & Loss A/c for the immediately preceding financial year have not been prepared/audited, the accounts for the year previous to the preceding three financial years can be uploaded. Where the Tenderer is not under statutory obligation to get his Accounts audited, he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years.</p>
2.	<p>a) Tenderers should not have been blacklisted or otherwise debarred by CWC, FCI, CCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid.</p> <p>b) Tenderer's contract should not have been terminated by CWC/FCI/CCI during the last 5 (Five) years as on the last date of submission of bid.</p> <p>c) The proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company should not have been,</p>	<p>Undertaking in this regard Under the Digital/ink Signature of authorized signatory asper Appendix-II.</p>

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

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

3. (B) ALL OTHER REQUIRED DOCUMENTS

Tenderer must upload/submit the documents in accordance to the detailed mentioned below at serial no. 1 to 10 along with the tender document.

Sl. No.	Eligibility Criteria	Documentary proof to be uploaded
1.	Details of tenderer	Duly filled, Scanned copy of Appendix-I under the Digital/Ink Signature of Authorized Signatory.
2.	Net Worth: The Tenderer should have a positive Net Worth during each of the three preceding financial years.	<p>The tenderer is required to upload the audited Balance Sheet and Statement of Profit & Loss A/c for the preceding three financial years with the bid.</p> <p>In case Balance Sheets and Statement of Profit & Loss A/c for the immediate preceding financial year have not been prepared /audited, the accounts for the year previous to the preceding three financial years can be uploaded.</p> <p>Where the tenderer is not under statutory obligation to get his Accounts audited, he can upload a certificate of practicing Chartered Accountant certifying his Net Worth as positive for each of the three preceding financial years.</p> <p>Proprietary/Partnership Firms, whose turnover exceeds Rs. 200 Lakhs, FY 2016-17 onwards are required to produce audited balance sheet, Profit & Loss Account, Income Tax Return and a statement of Account duly certified by Chartered Accountant(s).</p> <p>In case, the tenderer does not submit the above documents, the Net Worth for that year shall be taken as NEGATIVE for the purpose of evaluation of Tenderer.</p> <p>The bidder is also required to upload Appendix-IV duly certified by a practising Chartered Accountant based on the yearly financial accounts i.e profit and loss account and balance sheet as submitted in the tender.</p>
3.	<p>Power of Attorney</p> <p>Note: The bid should be uploaded by the authorized signatory as defined in Appendix-V under his own digital signature /</p>	Power of Attorney in favour of signatory(ies) duly attested by Notary as per Appendix-V which is for purpose of guidance only and deviation in the wording can be accepted.

<p>4.</p> <p>Bidder should be a;</p> <p>(1) Registered Company/LLP in India under Companies Act, 2013</p> <p>OR</p> <p>(2) <u>Registered Partnership Firm</u></p> <p>OR</p> <p>(3) Proprietorship</p> <p>OR</p> <p>(4) Public Sector Undertaking/statutory body</p> <p>OR</p> <p>(5) Cooperative society</p> <p>OR</p> <p>(6) Others.</p> <p>(If the tenderer is a partnership firm/LLP, there shall not be any re-constitution of the partnership without the prior written consent of Corporation)</p>	<p>1) <u>For Registered Company/ PSU/ statutory body</u></p> <p>(i) Copy of Certificate of Incorporation</p> <p>(ii) Copy of Memorandum of Association</p> <p>(iii) Copy of Articles of Association</p> <p>(iv) Current list of Directors.</p> <p>2) <u>For Partnership Firm</u></p> <p>(i) Copy of the partnership deed</p> <p>(ii) List of partners</p> <p>(iii) Copy of registration of Partnership Deed</p> <p>3) <u>For Proprietorship</u></p> <p>Declaration of Sole Proprietorship as per Appendix-VI under the Digital/Ink signature of sole proprietor.</p> <p>4) <u>For LLP</u></p> <p>(i) Copy of Limited Liability Partnership Agreement</p> <p>(ii) Copy of certificate of registration</p> <p>(iii) Current list of Partners</p> <p>5) <u>For Cooperative society</u></p> <p>(i) Bye-Laws (of cooperative Society)</p> <p>(ii) Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the TENDER enquiry.</p> <p>6) <u>For others</u></p> <p>(i) Notarized copy of certificate of Incorporation.</p>
--	--

5.	<p>Tenderer understanding of tender document and his compliance of tender requirements.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The declaration from the tenderer confirming that he has understood the tender document and his bid complies with the tender requirements / terms & conditions of the tender document, he has quoted the rates without any condition / deviation and the rates quoted by him are as per tender document. 2. Tenderer is advised not to upload the entire tender document; however Appendix VII along with other documents required under eligibility criteria to be uploaded only. 3. Tenderer shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him. 	<p>Declaration from the tenderer as per Appendix- VII under the digital/ink signature of Authorized signatory</p>
6.	<p>Undertaking regarding submission of Authentic/Genuine documents/ information.</p>	<p>Affidavit to be on stamp paper duly attested by Notary as per Appendix- VIII</p>
7.	<p>PAN Number</p>	<p>Copy of PAN Card</p>
8.	<p>GST Registration</p>	<p>Copy of valid GST registration.</p>
9.	<p>Pre-Contract Integrity Pact</p>	<p>Appendix-IX Under the digital/ink signature of Authorized Signatory on each page of Appendix.</p>
10.	<p>Financial Bid</p>	<p>Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Price Bid in Excel format only.</p>

4. DISQUALIFICATION CONDITIONS

- (a) Tenderers who have been blacklisted or otherwise debarred by CWC, FCI, CCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission will be ineligible during the period of such blacklisting.
- (b) Tenderers contract should not have been terminated by CWC/FCI/CCI due to Tenderer's default during the last 5 years as on last date of submission of bid.
- (c) If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of Three years rigorous imprisonment or more, such tenderer will be ineligible. However if on acquittal by the appellate court the tenderer will be eligible.
- (d) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.

5. OTHER DETAILS

(a) Terms for Micro & Small Enterprises

- I.** TENDER document cost will not be charged from Micro & Small enterprises (MSEs).
- II.** MSEs, who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer the proof of their being registered in UDYAM Portal for goods produced and services rendered.
- III.** The MSEs must also indicate the terminal validity date of their registration, If applicable, which should be valid as on last date of submission of TENDER. MSEs seeking exemption and benefits should enclose a attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- IV.** In case the MSE does not fulfil the criteria at Sr. No II and III above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.
- V.** As per Public procurement policy on MSE, considering that this is a non divisible tender, MSEs quoting price within the band of L-1 + 15% will be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 Price is from someone other than an MSE. In case L-1 is not MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered, Subject to matching the L-1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L-1 price or there is no MSE available in L-1+15% range, then the order shall be placed without applying this principle.
 - a) The Tender are to be submitted containing Technical Specifications through e-Tender process only.
 - b) Tender Application is the part of Tender Document and therefore bidders are requested to read the complete Tender document and comply all the conditions mentioned therein.

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

6. VOLUME OF WORK

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

7. EARNEST MONEY DEPOSIT (EMD)

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

8. SECURITY DEPOSIT (SD)

- (i) In case, contract is awarded to bidder who is exempted from submission of EMD, such bidder shall be required to submit Security Deposit of **Rs. 50,000 per location/CW** within 7 days of award of work subject to further extension of 15 days at the discretion of Regional Manager, including original 7 days period.
- (ii) Security Deposit at the rate of ten (10) percent shall be deducted from each admitted bill, for work done under the contract while making payment to the Contractor.
- (iii) The Security Deposit amount shall be deposited in favour of the Regional Manager, CWC, Mumbai in the form of Demand Draft/NEFT/RTGS issued by scheduled banks only.
- (iv) The Security deposit furnished by the tenderer would be subject to the terms and conditions given in the Appendix to this tender and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- (v) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit shall be required to be furnished.
- (vi) In the event of tenderers failure after the acceptance of his tender for and not taking over the work, the Corporation may forfeit the EMD suspend/ban the trade relations with them or debar to participate in all future tender enquiries with CWC based on merit of each case for next 5 (Five) years without prejudice to any other rights and remedies of the Corporation under the contract and law. The decision of the **Regional Manager/TENDER Awarding Authority, Central Warehousing Corporation, Regional Office, Mumbai, Sector-20, Near APMC Fruit Market, Vashi, Navi Mumbai - 400703** in this matter shall be final and binding to the tenderer.
- (vii) The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract and on submission of a No Demand Certificate, subject to such deduction from, the security as may be necessary for making up of the Corporation's claims against the contractor.
- (viii) In the event of termination of the contract envisaged in Clause-X, the **Regional Manager/TENDER Awarding Authority, Central Warehousing Corporation, Regional Office, Mumbai, Sector-20, Near APMC Fruit Market, Vashi, Navi Mumbai- 400703** shall have the right to forfeit the entire or part of the amount of security deposit, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.
- (ix) The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
- (x) In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this

or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining due balance.

9. SELECTION OF LOWEST BIDDER

- (a) For Each Center location applied, separate rates are to be quoted in the format attached in Appendix-XIII.
- (b) L1 bidder will be decided on the basis of weighted average of the rates quoted as per Appendix-XIII
- (c) The duly filled price bid for any/all Centre location to be uploaded as Financial bid in Excel format in e-Tender portal.
- (d) Rate Per Bale shall be including the operations and all other Charges, Taxes but excluding GST.
- (e) Price bids should be submitted strictly in prescribed format.
- (f) If a tenderer quotes nil/zero charges consideration, the tender bid shall be treated as irresponsive and will not be considered.
- (g) The technical bid shall be opened on the due date and time as specified in tender. The price bid of only such tenderers, whose technical bid is found to be qualified, shall be opened. The time and date of opening of price bid shall be fixed and shall be intimated to qualified parties only.
- (h) Necessary clarification required by the Corporation shall be furnished by the tenderer within the time frame given by the Corporation for the same as per procedure given in 10.1 to 10.3.
- (i) The bids of such tenderers who do not pay the cost of tenders and / or do not submit the Bid Securing Declaration (Appendix-XII) shall not be taken cognizance of.
- (j) It should be clearly understood by the Tenderer[s] that no opportunity shall be given to him / them to modify or withdraw his / their offer after the date and time stipulated for submission of tender. In case of any modification or withdrawal of the offer by any bidder after the date and time stipulated for submission of tender, the bidder shall be debarred for participating in tender for next 5 (Five) years.
- (k) The Tender Form shall be filled in by the Tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Tenderer. The decision of CWC to interpret the rates filled in by the tenderer, shall be final and binding on the contractor.

10. SUBMISSION OF TECHNICAL EVALUATION OF TENDER

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

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

I. Information about tenderers :

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

II. Uploading/Signing of tenders :

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

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

Step 1: Technical Evaluation based on documents submitted.

Step 2: Financial Evaluation based on financial bid submitted.

IV. **Technical Evaluation:**

- **BIDDER TO NOTE THAT THE FINANCIAL BID SHOULD BE SUBMITTED SEPARATELY AND INDEPENDENT OF THE TECHNICAL BID. IN CASE, FINANCIAL BID FORMS PART OF THE TECHNICAL BID, THE BID SHALL BE SUMMARILY REJECTED BY CWC.**
- The objective of the technical evaluation process is to select bidder(s) who have the commercial and operational strength to provide the services. The bid(s)/proposal(s) shall be evaluated as per the criteria specified in this Tender. However, within the broad framework of the evaluation parameters as stated in this Tender, CWC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- Only those Bidders, meeting the eligibility criteria as specified in the Tender, would be considered for technical evaluation.
- Tenderer is required to submit Appendix-VII in lieu of TENDER document along with other 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.

Pre-bid meeting:

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

10.1 Preliminary scrutiny of bids:

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

- (i) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed);
- (ii) The bid is not legible;
- (iii) Required Bid Security Declaration as per **Appendix-XII** and cost of tender has not been received;
- (iv) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- (v) The bidder has not quoted for all the items, as specified in Financial Bid
- (vi) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.
- (vii) In case the tenderer does not submit turnover for any of the specified financial year(s) then the turnover for that year shall be taken as “ NIL “ for the purpose of evaluation of tenderer.

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

10.2 Further evaluation of Stage: I Technical Bid:

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

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

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

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

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

11. OPENING OF TENDER

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

12. CORRUPT PRACTICES

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

13. ACCEPTANCE LETTER

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

14. EXECUTION OF AGREEMENT

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

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

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

Yours faithfully,

DATE: 10.09.2024

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

ANNEXURE-I**TERMS AND CONDITIONS GOVERNING CONTRACT FOR HANDLING OF FP COTTON BALES AND ALLIED OPERATIONS AT CENTRAL WAREHOUSE CORPORATION****I. Definitions:**

- i.** The term 'Contract' shall mean and include the notice inviting tender, the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexures and schedules, acceptance of tender and such general and special conditions as may be added to it;
- ii.** The term 'Contractor' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors, representative(s), sub-contractor(s), agent(s) and their permitted assigns, as the case may be;
- iii.** The term 'Corporation' and the Central Warehousing Corporation, wherever occur shall mean the Central Warehousing Corporation established under Warehousing Corporation Act 1962 will include its Managing Director and its successor or successors and assigns.
- iv.** The term 'Godown' / 'Warehouse' shall mean and include depots, godowns, warehouse already belonging to or under occupation of the CWC or may hereafter be constructed or acquired by it at any time and shall also mean and include open platform/plinths built or constructed for storage of food grains inside or outside the premises;
- v.** The term 'Managing Director' shall mean the Managing Director of the Corporation;
- vi.** The term 'Regional Manager' shall mean the Regional Manager of the CWC under whose administrative jurisdiction, the Central Warehouse/ Godowns falls. The term 'Regional Manager' shall also include the Warehouse Manager and every other officer authorized by him from time to time to execute contract on behalf of CWC;
- vii.** The term 'Services' shall mean the performance of any of the items of work enumerated in schedule of services as elaborated in Clause XX herein including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Regional Manager, or an officer acting on his behalf;
- viii.** The term 'Truck' wherever mentioned shall mean mechanically driven vehicles such as lorries etc., and shall exclude animal driven vehicles;
- ix.** All statutory deductions such as Income Tax, GST, TDS, Surcharges etc., will be deducted from bills (IT + SC + EC as applicable) as per the prevailing rates as per Income Tax Act 1961, GST provision.

II. Object of the Contract:

The contractors shall render all or any of the services given in Clause XX and schedule of rates, as and when necessary, as directed from time to time by the Regional Manager or an officer acting on his behalf together with such additional, auxiliary, and incidental, duties, services and operations, as may be indicated by the Regional Manager or an officer acting on his behalf and are not inconsistent with these terms and conditions.

III. Parties to the Contract:

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

IV. Constitution of Contractor/s:

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

V. Subletting:

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

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

VI. Relationship with Third Parties:

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

VII. Liability for Personnel:

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

- applicability to the establishment/work in CWC.
- (e) It shall be the responsibility of the contractor to get all employees/workmen deployed at CWC premises duly screened and verified, preferably through police verification. CWC shall have the right to object and require the contractor to remove forthwith from the premises any personnel employed by him, if in the opinion of CWC such person's conduct is not commensurate with the requirements, discipline, decorum and decency of CWC and/or the person is not desirable with proper performance of the work.
 - (f) The contractor shall pay not less than minimum wages rate as notified by the appropriate Government to the employees/workers engaged by him. The disbursement of the wages shall be in the manner as prescribed under law.
 - (g) The contractor shall provide, at his own cost, all workers and other employees with necessary tools, safety helmets, shoes, jackets, etc. for effective and efficient discharge of the work contemplated in the contract.
 - (h) CWC shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee from any sum due by CWC to the contractor whether under the particular contract or otherwise, CWC shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the contractor and upon his giving to CWC security for all costs for which CWC might become liable in contesting such claim. The decision of CWC regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.
 - (i) If CWC, at any time, considers the mode adopted by the contractor of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the contractor may be withheld during such non-compliance.
 - (j) The onus of deposit of PF/ESI dues shall be on the contractor. Payment against contractor's bills will be released only when notarized copies of relevant challans, PF Registration / Code Number along with photocopies of attendance and payment registers, if and as applicable, are provided for the previous month (i.e. one month prior to the period for which the bill pertains).
 - (k) The contractor will ensure compliance of mandatory Central & State government regulations/orders/guidelines, as and if applicable.
 - (l) It shall be mandatory for the contractor to obtain (or at least apply for) labour license, if and as applicable, before the commencement of the work. (To enable the Contractor to apply for labour license, necessary certificate of award of work shall be given by CWC).
 - (m) The contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund and Miscellaneous Provisions Act, 1952, wherever applicable and shall also indemnify CWC from and against any claims under the aforesaid Act and the Rules.
 - (n) The Corporation shall be fully indemnified by the contractor against all payments, claims and liabilities whatsoever incidental or direct, arising out of or for compliance with or enforcement of the provisions of the above said acts or similar others enactments of the country as they are at present or as they would stand amended from time to time, to the extent they are applicable to the establishments/ works in the Corporation.
 - (o) In every case in which by virtue of the provisions of subsections (1) of Section 12 of the

Workmen's Compensation Act, 1923 the corporation is obliged to pay compensation to a workman employed by the contractor. In execution of the contract the Corporation will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the Corporation under Sub-section (2) of Section 12 of the said Act, the Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the Contractor whether under the contract or otherwise.

- (p) GST or any other tax on input material or services used by contractor in respect of this contract shall be payable by the contractor and Central Warehousing Corporation will not entertain any claim whatsoever in this respect.
- (q) The Contractor shall have to allow CWC representatives as escort to travel in the lorry, if required.

VIII. Bribes, Commission, Corrupt Gifts etc. :

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

IX. Period of Contract :

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

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

X. Summary Termination :

- a) The Regional Manager/Tender Awarding Authority shall have, *without prejudice to other rights and remedies*, the right, in the event of breach by the contractors of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract, at the risk and cost of the contractors and /or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or unwork-man like performance of any of the services under the contract and to claim from the contractors any resultant loss sustained or cost incurred. The non performing/defaulting HANDLING contractor may also be suspended/banned for trade relations/blacklisting for a next **5 (Five)** years based

on the gravity of non-performance / default of the contractor by the **Regional Manager/TENDER Awarding Authority, Central Warehousing Corporation, Regional Office, Sector-20, Near APMC Fruit Market, Vashi, Navi Mumbai - 400703** whose decision in the matter shall be final and binding.

- b) In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors in such eventuality the security deposit amount, as available at that point of time, shall be stand forfeited

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

- a) The contractors shall be liable for all costs, damages, demurrages, registration fees, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and un-workman like performance of any services under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrance of demurrage etc. and for all damages or losses occasioned to the corporation due to any act whether negligence or otherwise of the contractors themselves or their employees. The decision of the Regional Manager/Tender Awarding Authority regarding such failure of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.
- b) The Corporation shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by them due to contractor's negligence and un-workmanlike performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the contractors under this or any other contract with the Corporation. In the event of the sum, which may be due from the Corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in para XI. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation, on demand, the remaining balance of the aforesaid sum claimed.
- c) In the event of default on the part of the contractor in providing labour, weighing scales, weights etc. and /or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the Regional Manager or any officer acting on his behalf, the Regional Manager shall, without prejudice to other rights and remedies under this agreement, have the right to recover by way of compensation from the contractor a sum of Rs. 500 (Five Hundred) or any lesser sum per day or part of a day of the default as the Regional Manager in his absolute discretion may determine, subject to the total compensation/liquidated damages during the duration of the contract not exceeding 10% of the Contract Value/ Price.. The decision of the Regional Manager/Tender Awarding Authority on the question whether the contractor has committed such default or has failed to perform any of such services efficiently and is liable to pay compensation/liquidated damages and as to the quantum of such compensation/liquidated damages shall be final and binding on the contractor.

- d) The contractor shall be responsible to supply adequate and sufficient labour, scales for loading/unloading, & carrying out any other services under the contract in accordance with the instructions issued by the Regional Manager or an officer acting on his behalf. If the contractor fails to supply the requisite number of labour, scales the Regional Manager shall, at his entire discretion without terminating the contract be at liberty to engage other labour, scales, etc. at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Regional Manager shall be final and binding on the contractor.
- e) The Contractor shall engage competent adequate staff and labour to the satisfaction of the Regional Manager or an officer acting on his behalf for ensuring efficient handling of FP Cotton Bales and Allied Material etc. and furnishing correct and up to date position/information/progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, his servants or agents or representatives. The Regional Manager shall have the right to ask for the dismissal of any employee of the contractor, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractor, his servants or agents or representatives shall be final and binding on the contractor.
- f) The Contractor shall charge the same rate as finalized in tender for loading of bales from cotton buyers to whom the cotton bales were sold by CCI at the time of loading of bales. The Contractor has no right to enhance the said rates under any circumstances.
- g) Other Liabilities:**
- Under GST regime, the contractor is required to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Noncompliance would result in mismatching of claims and denial of input tax credit to CWC. Notwithstanding anything contained in agreement/contract, in case of such default by the contractor the amount of input tax credit denied in GST along with interest and penalty shall be recovered from the contractor.
 - The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit of GST is not lost to the CWC on account of any error on the part of the contractor.
 - Further, it is the responsibility of the bidders to make all possible effort to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to CWC.
 - Where CWC has the obligation to discharge GST liability under reverse charge mechanism and CWC has paid or is/liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to CWC or Input Tax Credit with respect to such payments is not available to CWC for any reason which is not attributable to CWC, then CWC shall be entitled to deduct/set off/recover such amounts against any amounts paid or payable by CWC to contractor/vendor.

XII. Setoff:

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

XIII. Book Examination:

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

XIV. Volume of Work:

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

The mere mention of any item of work in this contract does not by itself confer a right on the contractor to demand that the work relating to all or any item thereof at the concerned Warehouse should necessarily or exclusively be entrusted to them. The Corporation shall also have the exclusive right to appoint one or more contractors at any time viz at the time of award of the contract and / or during the tenure of contract for any or all the services mentioned hereunder and to divided the work in between such contractors in any manner that the corporation may decide and no claim shall lie against the corporation by reasons of such division of work.

XV. Remuneration:

- a) The contractor shall be paid the remunerations in respect of the services described in para XX and performed by them at the contract rate.
- b) If the contractor is required to perform any service in addition to those specifically provided for, in the contract and the annexed schedule, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.
- c) The Contractor will have the right to represent in writing to the Regional Manager/Tender Awarding Authority that a particular service which they are being called upon to perform is not covered by any of the services specifically provided for in the contract or as the case may be, is not auxiliary or incidental to such services. Provided

that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.

- d) The question whether a particular services is or is not covered by any of the services specifically described and provided for in the contract, or is not auxiliary or incidental to any of such services, shall be decided by the Regional Manager/Tender Awarding Authority, whose decision shall be final and binding on the contractor.

XVI. Payment:

- a) The Contractor shall submit the monthly bill(s) to the Corporation on or before the 7th day of the month mandatorily digitally signed through Bill Tracking System (BTS), detailing the amounts payable to the Contractor under this Contract in respect of the preceding month. It is to note here that No bills submitted other than through Bill Tracking System (BTS) shall be accepted. On written request of the Contractor, CWC may at its sole discretion, can permit submission of bills beyond the prescribed period however, such period shall not exceed 21 days from the prescribed period.

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

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

- a) bear this Contract particulars; and
- b) state the name, e-mail address, mobile telephone number of the Corporation's Representative;
- c) supported by workslip if any issued by the Warehouse Manager and Concerned Center/Godown in charge or an officer acting on its behalf, as the case may be; and
- d) Documents pertaining to Labour Law(s) compliances by the Contractor as mentioned in Clause no. VII of this Tender.

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

- (i) Copy of the Permanent Account Number ('PAN') card issued by the Indian Tax authorities,
 - (ii) Certified copy of the Certificate issued by Indian Tax Authorities, enabling the Corporation to make payments to the Contractor after deduction of such taxes as per prescribed rate(s) in the Certificate;
- b) The Contractor shall submit its bill(s) in the format prescribed **as per GST Rules.**
- c) The mentioned documents in the Contract shall be sent to the address set out in the Agreement. The Contractor must ensure that all the digitally signed final bill(s) for the

Services performed are submitted to the Corporation through Bill Tracking System (BTS), within two months from the expiry of this Contract. Late submission of bill(s) beyond above mentioned period may result into denial of payments to Contractor on the sole discretion of the Corporation.

- d) The Corporation shall make payment after realization of the amount from the depositor and upon receipt of a correct bill submitted pursuant to Clause XVI (a & b) to the Contractor's nominated bank account as notified in writing to the Corporation. The Corporation shall not be liable for any interest on any bill outstanding for payment.
- e) Any bill not complying with the provisions hereof will be returned by the Corporation to the Contractor whereupon the Contractor shall submit a rectified bill through Bill Tracking System (BTS). The Corporation shall make payment of such rectified bill in accordance with Clause XVI (d).
- f) No payment made by the Corporation shall be construed as acceptance in whole or in part of the performance by the Contractor of any of its obligations under this Contract.
- g) All items provided by the Contractor under the provisions of Price Bid Document or the Scope of Work that are expressly stated therein to be reimbursable by the Corporation shall be billed to the Corporation with detailed supporting documentation. The detailed supporting documentation shall include, without limitation, good quality legible copies of all relevant receipts and a detailed summary of the use of and reason for such item. All such supporting documentation must be approved and signed by the Warehouse Manager/ Regional Manager of the Corporation prior to the submission of the relevant bill.
- h) Unless otherwise specified in Price Bid Document, all rates and charges payable by the Corporation under this Contract shall be billed and paid in Indian Rupees (INR).
- i) The Contractor registered under GST (if applicable) shall ensure that the invoice to be raised upon the Corporation is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by Corporation.
- j) The Corporation reserves the right to release the payment of GST amount (if applicable) only post matching of the invoices in the GSTN System.
- k) This shall further be ensured by the Contractor registered under GST (if applicable) that the invoice raised by Contractor during a month is appropriately reported in the GST Returns of the said month.
- l) GST or any other tax on input material or services used by contractor in respect of this contract shall be payable by the contractor and Central Warehousing Corporation will not entertain any claim whatsoever in this respect.

XVII. Delays, Strikes etc.:

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

XIX GOVERNING LAW AND JURISDICTION

(A) General

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

(B) Dispute Resolution

Any dispute, disagreement, claim or other difference arising out of or in connection with this Contract (a “Dispute”) shall be resolved in accordance with Clause XIX(B) (Dispute Resolution).

- (i) In case, the Parties are unable to resolve any Dispute through good faith discussion, either Party shall be entitled to refer such Dispute to arbitration by serving notice on the other Party.
- (ii) In cases where the claim amount is INR 50 Crores or less, the arbitral tribunal shall consist of a sole arbitrator, to be appointed mutually by both the parties .
- (iii) In cases where the claim amount is in excess of INR 50 Crores, the arbitral tribunal shall consist of three members, one to be nominated each by a party and the presiding arbitrator to be appointed by the two nominated arbitrators.
- (iv) The Parties agree that the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996 of India (or any statutory modification or re-enactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be at **DELHI**.
- (v) The 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.
- (vi) The cost of arbitral proceedings shall be borne by the party/parties in the discretion of the sole arbitrator.
- (vii) 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 XIX(B) (Dispute Resolution) shall survive the expiry or termination of the Contract.

XX. SERVICES (Scope of work) :**HANDLING OF FP COTTON BALES AT CWC GODOWNS/WAREHOUSES /CENTERS.****1. CARRYING OR ROLLING OF BALES PLACED AT PLATFORM AND STACKING IN GODOWNS**

The Contractor shall roll or carry the FP Cotton bales and allied materials etc. unloaded on platform to the stack and stack them in godowns upto the required height. The FP cotton bales and allied materials etc. shall be stacked upto 7 height and above 7 height in the godowns in accordance with instructions of the Warehouse Manager or an officer acting on his behalf. The remuneration for stacking of FP cotton bales and allied materials etc. on the platform/shed/ground wherever necessary and providing the means of carriage mentioned above shall be deemed to be included in the contract rates for this service of unloading and loading. No extra remuneration on any account for such stacking and for use of the means of carriage shall be paid.

2. DESTACKING OF FP BALES AND CARRYING OF BALES AND PLACING THEM AT THE PLATFORM FOR DELIVERY :

The contractor shall remove the FP BALES from the stack inside the godowns using hand trolleys, carts by rolling or carrying etc. wherever necessary on platform/ground for purposes of dispatch or for delivery to buyers in accordance with instructions of the Warehouse Manager or an Officer acting on his behalf. The remuneration for stacking of Bales on the platform/shed/ground wherever necessary and for providing the means of carriage mentioned above shall be deemed to be included in the contract rates for this service of carrying from stacks. No extra remuneration on any account as such for stacking and for use of the means of carriage shall be paid.

3. LOADING OF FP BALES FROM THE PLATFORM ONTO THE TRUCK

The contractor shall carry the fully pressed cotton bale and allied materials etc placed on the platform and load the same onto the trucks as per instruction of Warehouse Manager or an Officer acting on his behalf.

4. . WEIGHMENT:

The Contractor shall, with his labour and scales, and under their supervision weigh such number of FP bales, as may be required, after placing the bales, wherever necessary, before weighment or by placing the bales, wherever necessary after weighment. The remuneration for this service shall be deemed to include placing of bales, wherever necessary, near the scale either before or after weighment, carrying out the weighment by placing the bales on the scale and removing the bales from the scale.

Weighment of bales as described above, shall be done in conjunction with any other service like receipt, dispatch/ delivery etc. either at Godown / Railway Platform /Railway Siding / shed or

anywhere else as directed by the Warehouse Manager or an officer acting on his behalf.

Payment under this service for actual number of bales weighed will be made in addition to the service in conjunction with which weighment is performed unless weighment is included specifically in a service Like physical verification, etc. The contractor shall be responsible to supply adequate and sufficient number of scales for weighment. Provided always that the contractor shall not use their own scales, where the same are available with the Corporation and contractor shall be liable to pay hire charges for the same at the rates prescribed in the Schedule

5. The contractor shall provide services of sample cutting from the FP bales as and when required in accordance with the instructions of the Warehouse Manager or an Officer acting on his behalf. Contractor will provide necessary tools/equipment alongwith manpower for the above said operations.

Duties and Responsibilities of the Contractor:

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

instructions in the matter.

- The contractor shall ensure that their workers do not use hooks of any size or kind which may damage the FP Cotton Bales and Allied Materials etc during handling of FP Cotton Bales and Allied Materials etc at any stage. The use of hooks, shall render the contract liable to cancellation. The contractor shall also be liable to make good to Corporation, any losses caused by the use of hooks of any kind or size. The decision of the Regional Manager regarding such losses shall be final.
- The contractor shall obtain from the Warehouse Manager or an officer acting on his behalf, particulars of consignments expected to be received and/or proposed to be dispatched from /at godowns / as the case may be.
- The contractor shall be required to re-stack the bales without payment of any extra charges if the directions for stacking the bales are not observed by them or if the stacking is faulty and not to the satisfaction of the Warehouse Manager or an Officer acting on his behalf. In case the falling of stack is observed within 3 months of original stacking no remuneration will be allowed to the contractor for restacking. The contractor shall also be responsible for any loss, which the Corporation may suffer on account of the bales not being properly stacked. The decision of the Regional Manager regarding such loss shall be final and binding on the Contractor.
- In carrying out the various operations involving carriage of bales inside or, outside godowns, it is desirable that the use of wheeled contrivances like hand trolleys is progressively introduced for the alleviation of the lot of the labourers. Such hand trolley or wheeled contrivances will be supplied to the labourers by the contractors at their own cost. No extra remuneration, whatsoever for the use of hand trolleys etc; for carriage of bales shall be payable as it shall be deemed to be included in the rates provided for the relevant services.
- The contractor shall be responsible for performing all or any of the services detailed in and arising out of this contract also at night without any additional remuneration, whenever required by the Warehouse Manager or an Officer acting on his behalf.
- The contractor shall, whenever required shall arrange and supply Illuminating lamps for carrying out work during night. It shall be deemed to be included in the rates provided for the relevant services.
- The contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractors', negligence and unworkman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage; wharfage etc; and for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligence or otherwise of the contractors themselves or their employees. The decision of the Regional Manager regarding such failure of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.
- The contractor shall provide and maintain correct weights and scales get them stamped in time and carry out all the weighments accurately. The Warehouse Manager or an

officer acting on his behalf, shall have the right to check the weights, scales and weight of any bale or bales.

Where the scales of the Corporation are used by the Contractors, they shall be responsible for the proper maintenance and handling of the scales. If any damage or breakage to the weighing scales or any loss is sustained in the course of their shifting from one godown to another (for which the contractors shall not be entitled to any separate or extra payment) or when they are under their custody for the purpose of carrying out weighment operations, they shall make good the loss etc. sustained by the Corporation on his account and the decision of the Warehouse Manager or an Officer Authorized by him, as regards the extent and liability of the Contractors in such matters shall be final and binding on the Contractors.

- The contractor shall not indulge in any corrupt practices for handling or performance of any work under the contract, failure to which shall be liable for penal action for such corrupt practices / unfair means.
- Stacking in the Shed/Platform/Ground wherever necessary as required while performing the services of loading, unloading etc; shall be deemed to be included in the relevant services and no separate remuneration shall be payable for such stacking.
- All taxes / levies / fees / charges payable to any Govt. / Local Body on the Service Charges payable by the Handling contractor to the Equipment Operators, Manpower Supply Agency for the Personnel engaged etc. shall be paid by the Contractor, and no claim, whatsoever, on this account, shall rest against the Corporation.
- Rent for his office or garage in the warehouse complex as also the charges for water & electricity utilized therein, by the contractor shall be paid by the contractor to CWC together with applicable GST thereon, at the rate as in force from time to time.
- In line with the Government policy, the contractor shall be under obligation to make cashless payment of wages to workers i.e., by Account Payee Cheque, RTGS, NEFT, Internet Banking, Cards, Aadhar enabled system, Unified Payment interface (UPI), mobile banking etc.

He shall keep records of payment and on Wage book / Register, the worker's signature as proof of payment of wages shall be obtained.

- The Contractor shall be responsible to supply adequate and sufficient number of labourers for handling of Cotton Bales and carrying out any other services under the Contract in accordance with the instructions issued by the Regional Manager/Tender Awarding Authority or an officer acting on his behalf.
- The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and unworkmanlike performance of any services under this Contract, or breach of any terms

of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property or plant belonging to the Corporation, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the Regional Manager regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.

- Bales should be loaded/Unloaded lot-wise and no intermixing of lots will be allowed.
- The contractors shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and un-workman like performance of any services under this contract or breach of any terms thereof or their failure to carry out the work and for all damages or losses occasioned to the corporation due to any act whether negligence or otherwise of the contractors themselves or their employees. The decision of the Regional Manager regarding such failure of the contractor and their liability for the losses, etc. suffered by Corporation shall be final and binding on the contractor.
- The Corporation shall be at liberty to reimburse themselves of any damages losses, charges, costs or expenses suffered or incurred by them due to contractor's negligence and un-workmanlike performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the contractors under this or any other contract with the Corporation. In the event of the sum, which may be due from the Corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in para XI. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation, on demand, the remaining balance of the aforesaid sum claimed.

6. **Blacklisting Clause :**

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

7. **Interpretation of the Clause :**

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

condition/clause of contract if required.

8. Force Majeure:

Notwithstanding anything in this agreement to the contrary neither the Corporation nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean and include an act of war, fire, explosion, natural causes like flood, earthquake and other acts of God, action of enemies or other. The party affected shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter, exert all diligence to overcome such cause of delay and resume performance.

APPENDIX - I**General Details of Bidder**

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

2. Operation Address _____

3. Registered office address _____

4. Address of the tenderer and

5. Telephone No. _____

6. Fax No. _____

7. Email Address _____

8. Website _____

9. GST Registration No. _____

10. PAN No. _____

11. Details of Sister Concerns :

a) Name & Address

b) Activities engaged in by Sister Concern

c) Names, address & Telephone Nos. of Proprietors/ Directors/ Partners of Sister Concern.

12. Tenderer's Bank Details :

a) Bank Account No :

b) Nature of Account (SB or current) :

c) Name of Bank & Branch :

d) MICR Code No. :

e) RTGS code Bank (IFSC Code)

Place _____

Dated _____

APPENDIX - II**CENTRAL WAREHOUSING CORPORATION**

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

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

Remarks _____

4. I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company mentioned at Sl. Nos. is/are common/ not common (Strike off whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/ Director in other firm who has also applied for pre- qualification against same advertisement, please mention the name of the Firm/ Firms.

5. Declaration about relationship with Employee of CWC

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

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

Name & Address of the Association; With Telephone/

DISQUALIFICATION CONDITIONS :

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

(Signature & Seal by)

(Authorized Signatory)

APPENDIX – IV**Format of Net Worth**

A. The net Worth of Mr./Ms./M/s _____ for
the preceding three (03) Financial Years i.e. _____,
and _____ is Rs. _____ and _____ respectively,
per his/her/their books of Accounts.

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

Signature of Chartered Accountant Name:

Membership No.:

Seal:

APPENDIX – V**FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY****POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

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

Dated: 10.09.2024

We, M/s. _____ (name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work Handling of FP Cotton Bales at various Central Warehouses/godowns in Mumbai Region (name of work), including signing and submission of application/ tender / proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with CWC or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with CWC and thereafter till the expiry of the Contract Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

Dated this the _____ day of _____ 20

(Signature and name of authorized signatory being given Power of Attorney)

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

Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes:

- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- **Power of Attorney is to be attested by Notary.**

APPENDIX – VI

UNDERTAKING

(For Sole Proprietary Firm)

I.....R/o.....
..... do hereby
solemnly affirm and declare as under: -

1. That I am Sole Proprietor of _____(Sole Proprietor Firm Name)
2. That the office of the firm is situated at

Place:

Date:

(Authorized Signatory)

APPENDIX – VII

COMPLIANCE TO BID REQUIREMENT

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

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

The Technical bid and price bid as required has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

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

Signature of the bidder : _____

Name of the bidder : _____

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

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

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

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

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

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

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

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

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER

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

Dated: 10.09.2024

APPENDIX – IX**PRE CONTRACT INTEGRITY PACT**

(Under digital/ink signature of Authorized Signatory)

General

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

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

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

NOW, THEREFORE,

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

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

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

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

1. Commitments of the Corporation

- 1.1 The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial

benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.
- 3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of

services agreed upon for such payments.

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

4. Previous Transgression

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

5. Not used

6.1 Sanctions for Violations

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other

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

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

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

7 Fall Clause

7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any

stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the CORPORATION, if the contract has already been concluded.

8 Independent Monitor

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

9 Facilitation of Investigation

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

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may

follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12 Validity

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

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

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

CORPORATION

BIDDER

Name of the Officer

Designation

Witness

Witness

1. _____

1. _____

2. _____

2. _____

APPENDIX – X

(Reference Clause VII (d) of the terms and conditions governing the contract.)

1. WAGE BOOK AND WAGE SLIPS ETC :

- [i] The contractor shall maintain a Wage Book of each worker in such form as may be convenient, at the place of work, but the same shall include the following particulars:
 - a) Name of the Worker;
 - b) Rate of Daily or Monthly wages.
 - c) Nature of work on which employed.
 - d) Total number of days worked during each wage period.
 - e) Dates and periods for which worked overtime.
 - f) Gross wages payable for the work during each wage period.
 - g) All deductions made from the wages with an indication in each case, of the ground for which the deduction is made.
 - h) Wages actually paid, for each wage period.
- [ii] Signature or thumb impression of the worker.
- [iii] The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- [iv] The Contractor shall issue an Employment Card in the prescribed Form at Appendix X(a) to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be so endorsed by the contractor and returned to the worker.

2. REGISTER OF UNPAID WAGES :

The contractor shall maintain a Register of unpaid wages in such form, as may be convenient, at the place of work but the same shall include the following particulars :-

- a) Full particulars of the worker whose wages have not been paid.
- b) Reference number of the Muster Roll with wage Register.
- c) Rate of wages.
- d) Wage period.

- e) Total amount not paid.
- f) Reasons for not making payment
- g) How the amount of unpaid wages was utilized.
- h) Acquaintance with dates.

3. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES :

The wages of a worker shall be paid to him without any deductions of any kind except the following:

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his/ her employment, he/she is required to work. The amount of deduction shall be in proportion to the period for which he/she was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he/she is required to account, where such damage or loss is directly attributable to his/her neglect or default.
- d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- e) Any other deduction which the Central Govt. may from time to time allow.

4. REGISTER OF FINES ETC.:

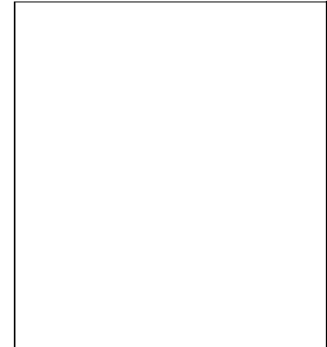
- [i] The contractor shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss in form No.1 and 2 as per Appendix - X(b) and X(c) respectively which should be kept at the place work.
- [ii] The contractor shall maintain both in English and the local Language, a list approved by the Chief Regional Labour Commissioner (Central) clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in conspicuous place of the work.

5. PRESERVATION OF REGISTERS :

The wage book, wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them shall be made available for inspection by the Labour Enforcement Officer or any other Officer authorized by the Ministry of Labour in this behalf.

APPENDIX-X(a)

TEMPORARY CONTRACT LABOUR'S EMPLOYMENT CARD



1. Name of the Worker _____

2. Father's/Husbands Name _____

3. Date of Birth _____

4.- (i) Local Address _____

- (ii) Permanent Address _____

5. Name and Address of CWC Contractor

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

Signature of the Contractor/Authorized Representative

Date _____

APPENDIX-X(b)

FORM-I										
APPENDIX-X(b)										
Register of Fines										
SL No	NAM E	Father's/ Husband 's name	Se x	Departme nt	Nature & date of the offenc e for which fine impos ed	Whethe r workm en showed caused against fine or not, if so, enter date	Rate of Wag es	Date and amoun t of fine impos ed	Date on whi ch fine real- ized	Remar ks

APPENDIX-X(c)

FORM-I										
APPENDIX-X(c)										
REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE NEGLIGENCE OR DEFAULT OF THE CONTRACT LABOURERS										
SL No	NAM E	Father's /Hus- band's Name	Sex	Departme nt	Damag e of loss Caused With Date	Wheth er worker showed caused against deduc- tion, Date	Date and amoun t of deduc- tion impose d	Numbe r of instal - ment, if any	Date on which total Amount Realize D	Remark s

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

Dated : 10.09.2024

APPENDIX - XI

(On non- judicial stamp paper of appropriate value)

**AGREEMENT FOR REGULAR HANDLING CONTRACTOR FOR FP COTTON BALES IN MUMBAI REGION
FOR COTTON SEASON 2024-25**

AN AGREEMENT MADE AT MUMBAI 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 MUMBAI AND HAVING ITS CORPORATE OFFICE AT 4/1, SIRI INSTITUTIONAL AREA, AUGUST KRANTI MARG, HAUZ KHAS, NEW DELHI- 110016. (HEREIN AFTER FOR BREVITY'S SAKE, CALLED THE "CORPORATION" WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF INCLUDE ITS SUCCESSORS AND ASSIGNS) OF THE FIRST PART AND A PROPRIETORSHIP FIRM / PARTNERSHIP / CO-OPERATIVE SOCIETY M/s _____ REPRESENTATED BY IT PROPRIETOR/PARTNER _____ JOB WORK CONTRACTOR (HEREIN AFTER FOR BREVITY'S SAKE CALLED "THE JOB WORK CONTRACTOR" WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF INCLUDE ITS SUCCESSORS AND ASSIGNS) OF THE SECOND PART AND WHEREAS THE JOB WORKS CONTRACTOR HAS AGREED TO DO THE WORK OF JOB WORK AT GODOWNS FOR THE CORPORATION DURING THE COTTON SEASON 2024-25 (I.E. XX-XX-2024 TO XX-XX-2025) 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 JOB WORK, ACCORDING TO THE SPECIFICATION AND SATISFACTION OF THE CORPORATION AT VARIOUS GODOWNS NOMINATED BY THE CENTRAL WAREHOUSING CORPORATION REGIONAL OFFICE MUMBAI AT _____ OUR PROVIDENT FUND CODE NO. _____ AND INCOME TAX PAN NO. _____

TERMS & CONDITIONS:

1. The terms and conditions of Job work tender dated _____ 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 Job work are as per Annexure-XIII enclosed.
3. I/We, the Job 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 incharge. 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 Central Warehousing Corporation. 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 labourers 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 CORPORATION 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 Central Warehousing Corporation, will not be responsible for non-payment of any dues directly to the labourers and we shall be held responsible for making all legal and lawful payments to be made to the labourer 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 from XX.XX.2024 to XX.XX.2025 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. Job contractor should ensure the availability of adequate labourers as per requirement and the work should be completed on time.
9. The Job work Contractor shall ensure to provide adequate trollies for stacking & destacking of bales at CWC 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 labourers supplied by me to do the Job work and quality of work. In this regard the decision of Godown-in-charge, **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 Regional Office, CWC, Mumbai 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+GST TDS as applicable) as per Income Tax Act 1961.**
- 16. I/We, the Job work contractor will ensure proper safety of the goods/stock of Corporation. The Job work contractor shall compensate the Corporation of any loss arising out of willful act of the Job work contractor/labours or cause any kind of damage to the Corporation's property. Also job work 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 job work contractor and loss if any suffered by the corporation shall be recovered from the bills/EMD/Security deposit of the original job work 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. 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.**
- 23. Whenever labour department or any other Govt. Agencies demands to furnish the records or documents pertaining to labourers. I/We, the Job work contractor undertake such responsibility to produce the same to the best satisfaction.**
- 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:

Signature of Job work contractor with seal

Witness:-

Name & Address

1.

(Signature)

2.

(Signature)

APPENDIX-XII

Performa for Bid Security Declaration

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

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

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

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

Or

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

Signature of the contractor(s)

APPENDIX-XIII(PRICE-BID)**TENDER FORM FOR JOB/LABOUR WORK AT FOR COTTON SEASON
2024-25**

Name of the Contractor: _____

Name of the CENTRAL WAREHOUSE: _____

1.	Description of work	Unit	Quoted Rate per bale In Rs.	Weightage for each work
(i)	Bales de-stacking charges	Per bale		42
(ii)	Rolling of bales at the time of delivery	Per bale		42
(iii)	Bales weighment charges	Per bale		1
(iv)	Sample cutting charges	Per bale		3
(v)	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
(vi)	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
(vii)	Loading charges for FP Bales to Container Truck	Per bale		5
(viii)	Loading charges for FP Bales to CCI/CCI Buyer	Per bale		5

Note:

- a. For Each Godown/Center location applied, separate rates are to be quoted (if tender is called for multiple locations/CWs). Eg. If tender called for 04 locations/CWs, four separate financial bids for each location (mentioning the name) to be submitted in the given format by the bidder.
- b. L1 bidder will be decided on the basis of weighted average of all above rates.
- c. In case of point no. 3, if bales are weighed in weighbridge then the bale weighment charges will not be given.
- d. Rates should be mentioned for all the above items i.e. i to viii, if the rates are not quoted for one or more items or if any tenderer quotes Zero/nil, then the tender bid will be treated as unresponsive & the bid will not be considered.**
- e. The quoted rates will be accepted upto two decimals & the rest will be ignored.**
- f. The duly filled price bid for any/all Godown/Centre to be uploaded as Financial bid in Excel format in e-Tender portal.
- g. Price bids should be submitted strictly in prescribed format.
- h. Rate Per Bale Shall be including the operations and all other Charges, Taxes but excluding GST.

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.**

List of CWs/godowns/locations in Mumbai Region.

Sl No	Godown	Location
1	CWC	Akola-I
2	CWC	Akola-II
3	CWC	Amravati
4	CWC	Ambad-Nasik
5	CWC	Ambernath-I
6	CWC	Chikalthana
7	CWC	Gondia-I
8	CWC	Gondia-II
9	CWC	ICD Verna Goa
10	CWC	Kolhapur-I
11	CWC	Kolhapur-II
12	CWC	Miraj(G)
13	CWC	Miraj(BD)
14	CWC	Nanded
15	CWC	Nashik Road
16	CWC	Puntamba
17	CWC	Sangli
18	CWC	Vashi
19	ICD	Waluj
20	CWC	Yavatmal

*This is not exhaustive list, additional godowns may be hired as per requirement of the Depositor.