



CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)



Regional Office \_\_\_\_\_

No. CWC/RO-XXXX/Busi/H&T-\_\_\_\_\_/\_\_\_\_\_

Dated : MM/DD/YYYY

**E-TENDER DOCUMENT**

For Appointment of Regular H&T Contractor for **handling and transportation of ( Name of Commodity )**

at Central Warehouse \_\_\_\_\_

Date for downloading Tender Form	MM/DD/YYYY to MM/DD/YYYY
Last Date for online Submission of tender	Upto HH:MM Hrs. on MM/DD/YYYY

Regional Office : [Address\_\_\_\_\_]

Phone Nos. : \_\_\_\_\_

Email : \_\_\_\_\_

Website : [www.cewacor.nic.in](http://www.cewacor.nic.in)

Tender Document is divided into 4 Volumes and 6 Sections as per below details:

<b>Volume</b>	<b>Section</b>	<b>Section Name</b>
<b>Volume-I</b>	<b>Section-I</b>	<b>Notice Inviting Tender (NIT)</b>
	<b>Section-II</b>	<b>Pre-qualification Criteria (PQC)</b>
Volume-II	Section-III	General Conditions of Contract (GCC)
Volume-III	Section-IV	Scope of Work (SOW)
	Section-V	Special Conditions of Contract (SCC)
Volume-IV	Section-VI	All Exhibits



# CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)



Regional Office \_\_\_\_\_

Address : \_\_\_\_\_

Phone Nos. : \_\_\_\_\_

Email : \_\_\_\_\_

Website : [www.cewacor.nic.in](http://www.cewacor.nic.in)

No. CWC/RO-XXXX/Busi/H&T-\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Dated: MM/DD/YYYY

## Section-I Notice Inviting Tender (NIT)

Central Warehousing Corporation invites online e-tendering under two bids system from professionally competent and financially sound interested parties for appointment of Regular contractor for Handling and Transportation of (**Name of commodity**) at Central Warehouse, \_\_\_\_\_ as detailed below :

Brief Scope of work	Handling and Transportation work of ( <b>Name of commodity</b> ) at Central Warehouse, _____  Regular HTC for Transportation work from RH_____ to CW_____ and vice versa and handling work at RH_____ as well as at inside CW_____. Entire distance _____ KM ,_____(In words) (Should be calculated out based on Joint assessment of distance between RH to CW).	
Tender notice	Tender to be submitted electronically through GeM portal only. Tender documents will be available on Website : <a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a> , <a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a> and <a href="http://www.gem.gov.in">www.gem.gov.in</a> .	
Tender type	Open	
Tender Submission	Tender is to be submitted in two parts on GeM i.e.: Part-I (Technical Specifications) and Part-II (Financial Offer)	
Purchase Preference	Available to Micro and Small Enterprises (MSE) and Make In India (MII) class 1 bidders.	
Critical Dates	Bid Start date and time	XX:XX hrs. on <b>XX.XX.XXXX</b>
	Enquiries/Clarification by the bidder, if any	XX:XX hrs. on <b>XX.XX.XXXX</b>
	Pre-bid meeting  Note: The objective of pre-bid meet is to clarify doubts and queries in respect of terms and conditions of tender document.	XX:XX hrs. on <b>XX.XX.XXXX</b>

	Last date and time of online bid submission	XX:XX hrs. on XX.XX.XXXX									
	Date and time of online Technical Bid opening	XX:XX hrs. on XX.XX.XXXX									
	Date and time of online Financial Bid opening of technically qualified bidders	To be intimated later.									
	<b>NOTE: If the date fixed for opening of Technical Bid/Financial Bid is declared as holiday, the proposal will be opened on the next working day following the holiday at the same time.</b>										
Bid validity period	90 (Ninety) days from the date of Opening of Technical Bid. The said period shall be further extendable by 30 (Thirty) Days.										
Period of Contract	2 (Two) years from the date of “commencement of work”.										
Estimated Contract Value	INR _____.										
Earnest Money Deposit (EMD)	INR _____/-(Rs. In words)										
EMD Exemption	Available to MSE’s, Start Up’s and other eligible bidders exempted by GeM.										
Pre Bid meeting	Pre bid meeting with the prospective bidders shall be held as per below schedule:										
	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Description</th> <th>Schedule</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Submission of Pre-Bid Queries</td> <td>Upto XX.XX Hrs on XX.XX.XXXX, through e-Mail on _____.  Note:- Queries received after the above stated timelines shall not be entertained.</td> </tr> <tr> <td>2</td> <td>Pre-Bid Meeting</td> <td>On XX.XX.XXXX; XX.XX Hrs at Details/ Address of the Venue Place of Pre bid meeting Or if through VC then VC link details are to be provided.</td> </tr> </tbody> </table>		S. No.	Description	Schedule	1	Submission of Pre-Bid Queries	Upto XX.XX Hrs on XX.XX.XXXX, through e-Mail on _____.  Note:- Queries received after the above stated timelines shall not be entertained.	2	Pre-Bid Meeting	On XX.XX.XXXX; XX.XX Hrs at Details/ Address of the Venue Place of Pre bid meeting Or if through VC then VC link details are to be provided.
S. No.	Description	Schedule									
1	Submission of Pre-Bid Queries	Upto XX.XX Hrs on XX.XX.XXXX, through e-Mail on _____.  Note:- Queries received after the above stated timelines shall not be entertained.									
2	Pre-Bid Meeting	On XX.XX.XXXX; XX.XX Hrs at Details/ Address of the Venue Place of Pre bid meeting Or if through VC then VC link details are to be provided.									
Designation and Address of Tender Calling Authority											
Name, Designation and Contact no. for Tender											

Related Query	
---------------	--

**Notes:**

**Information for Online Participation:**

1. Tender documents may be downloaded from Government e Marketplace (GeM) portal (URL: [www.gem.gov.in](http://www.gem.gov.in) ) Aspiring Bidders/Suppliers who have not enrolled/registered in GeM portal should enroll/ register before participating through the website [www.gem.gov.in](http://www.gem.gov.in).
2. Bidders who wish to participate in the e-tendering will have to procure valid digital signature certificate of **Authorized Signatory** as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.
3. Tenderers shall have to visit the GeM portal (<http://gem.gov.in/>), select the appropriate GeM bid number and upload electronically by scanning in PDF format duly filled and signed technical bid and financial bid documents by filling all the relevant columns with all the required enclosures. After filling data in pre-defined forms, bidders need to click on the final submission link to submit their encrypted bid.
4. The tender document shall comprise of Notice Inviting Tender (NIT), Pre-Qualification Criteria (PQC), General Conditions of Contract (GCC), Scope of Work, Special Conditions of Contract(SCC) & All Exhibits.
5. Tenderer shall submit their offer alongwith supporting documents in electronic format to be duly signed & scanned on or before the scheduled date & time as mentioned above and should be uploaded in technical bid through GeM portal. Hard copy of the tender documents will not be accepted and any such offer / documents, if received by Central Warehousing Corporation will be outrightly rejected.
6. The benefit protections as mentioned in the Public Procurement Policy for MSEs Order dated 23.03.2012 and further amended vide order dated 09.11.2018 regarding splitting of bid/offer would not be applicable, as the quantity of the service of the contract is 1 (one) in each case and it cannot be split.
7. Corrigendum/Addendum to the Tender Notice, if any, shall be issued/available online only. Prospective bidders are requested to view the website/GeM portal regularly.
8. The tenderers must fully comply with all the terms and conditions given in the detailed Tender Document. It is clarified that in case any of the stipulated terms and conditions are not fulfilled by the tenderers and incomplete or incorrect information is submitted by the tenderer, the bid may be treated as ineligible and the tenderer may be technically disqualified and Price Bid shall not be opened.
9. Tenders should be uploaded/ submitted through GeM portal at (<https://www.gem.gov.in>).

Manual bids/Hard copy of the tender documents will not be accepted.

10. The results of technical evaluation will be uploaded on the GeM Portal. In case there are technically disqualified bidders, the reasons for disqualification will be uploaded. Price bids shall be opened only after three working days, and only for the technically qualified Bidders.
11. Further, it is also intimated that GeM Portal is used as a platform for E-Tendering. The Terms & Conditions as mentioned in this Tender document (including all its Volumes and Sections) will prevail over the GeM Terms & Conditions, in case of any contradiction or inconsistency between the two.
14. 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.

For any technical assistance while uploading the bids on the GeM portal, please contact the 24X7 GeM portal Helpdesk Mail at: [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in) or at 1800-419- 3436 & 1800-102-3436.

Regional Manager (\_\_\_\_\_) reserves the right to reject any or all the tenders without assigning any reason thereof. This notice is also available on website [www.cewacor.nic.in](http://www.cewacor.nic.in).

**REGIONAL MANAGER**

## Section-II Pre-Qualification Criteria

### A. MINIMUM ELIGIBILITY CRITERIA FOR CONSIDERATION FOR TECHNICAL EVALUATION:

Only those Bidders, providing the documents specified below, would be considered for technical evaluation. For the said purpose, tenderer to upload documents mentioned below.

S.No.	Minimum Eligibility Criteria	Documents to be uploaded	Remarks
1.	<p><b>Work Experience and Experience Certificate:</b> Tenderer should have experience of Rake Handling and / or Transportation, duly obtained from Government Organization or Private Organization dealing in the field of Fertilizer, Food-grains, Cement, Sugar, Coarse-grains or any other commodity in last Five Financial years and upto last date of original submission of Bid as per below details:</p> <p>(i) Three completed works each costing not less than or equal to Rs. XX.XX (Rupees ____ only) {40% of the estimated cost under the present Tender}</p> <p style="text-align: center;">Or</p> <p>(ii) Two completed works each costing not less than or equal to Rs XX.XX (Rupees ____only) {50% of the estimated cost under the present Tender }</p> <p style="text-align: center;">Or</p> <p>(iii) One completed work costing not less than</p>	<p>Experience certificate in the proforma prescribed at Exhibit-2 shall be produced from customers under their signature and stamp stating proof of satisfactory completion of contract besides duly certifying the nature of work, period of contract, and value of work handled.</p> <p><u>Remarks:</u></p> <p>(a) All certificates issued by concerned parties should contain at least above requisite information for considering experience as per the terms of the Tender.</p> <p>(b) In case of certificates issued by the private company/party it should be supported by TDS certificate(s).</p> <p>(c) Experience certificate of contracts not completed satisfactorily shall not be considered for qualification.</p> <p>(d) The date of completion of the Services shall be considered for ascertaining whether the work can be included in last 05 years, for e.g. if the work order is older than 05 years and completion of the work is falling within the last 05 years, then the same shall be considered.</p> <p>(e) For the purpose of calculation of last 05 years, the preceding 05 financial years shall be considered including the present financial year, upto the last date of original bid submission.</p>	

	<p>or equal to Rs XX.XX (Rupees _____ Only) {80 % of the estimated cost under the present Tender }</p> <p><b><u>Exception:</u></b></p> <p>Tenderers not having the stipulated experience can participate in H&amp;T contract, where <b>the total estimated value of contract</b> for Handling &amp; Transport is less than <b>Rs. 2 (two) crores.</b></p>	<p>In a case falling under the <b>Exception</b>, the Bidder shall submit an undertaking on stamp paper duly attested by Notary as per <b>Exhibit-10</b> regarding an additional bank guarantee to be submitted under the Contract.</p>	
<p>2.</p>	<p><b>Turnover:</b> The Bidder must have minimum average annual turnover of <b>Rs. XXXX {30% of the estimated cost under the present Tender}</b> during last 03 financial years i.e. XX-XX, XX-XX, XX-XX.</p>	<p>The tenderer is required to upload the audited Balance Sheet and Statement of Profit &amp; Loss A/c for the preceding three financial years with the bid.</p> <p><b><u>Note:</u></b></p> <ol style="list-style-type: none"> <li>a) In case Balance Sheets and Statement of Profit &amp; 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.</li> <li>b) The audited balance sheet and profit &amp; loss accounts are mandatory in case of Co- Operative Society &amp; Ltd. / Pvt. Ltd. Companies.</li> <li>c) The Proprietor/Partnership Firms, whose turnover <b>exceeds</b> Rs. 200 Lakhs, <b>F.Y 2016-17</b> onwards are required to produce audited balance sheet, profit &amp; loss account, income tax return(s) and a Statement of Account duly certified by Chartered Accountant(s).</li> <li>d) Where the tenderer is not under a statutory obligation to get their Accounts audited, they can upload a certificate of practicing Chartered Accountant with valid UDIN, certifying their Annual Turnover and Profit after Tax for preceding three financial years.</li> <li>e) 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 the Tenderer.</li> </ol>	



3.	<b>EMD/ Bid Security Declaration</b>	The Bidder has to submit EMD equivalent to Rs _____ through RTGS/ NEFT in the following bank account:- Central Warehousing Corporation Account No. IFSC Code Bank Name Branch address (Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.) Bidder, exempted from submission of EMD, shall be required to submit Bid Security Declaration in this regard to be signed by the authorized signatory strictly as per <b>Exhibit-8</b> alongwith the documentary proof such as UDYAM certificate for MSE's, registration with DPIIT for startups etc.	Mandatory
----	--------------------------------------	---	-----------

**B. ADDITIONAL ELIGIBILITY CRITERIA FOR CONSIDERATION FOR TECHNICAL EVALUATION:**

Tenderer must upload / submit the following additional documents with the tender document:

Sl. No.	Eligibility Criteria	Documentary proof to be uploaded
1.	a) Declaration on non-blacklisting b) Un-Conditional acceptance of the tender's terms & conditions c) Declaration of Make in India (MII) Compliance d) General Details of the bidder e) PAN No. & GST No.	Undertaking in this regard under the Digital Signature/ink sign of authorized signatory as per <b>Exhibit-1</b> .
2.	The tenderer must have a positive net worth based on the latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.	The bidder is required to upload <b>Exhibit-3</b> duly certified by a practicing Chartered Accountant with valid UDIN based on latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.

3.	<p><b>Authorized signatory</b></p>	<p>Power of Attorney in favour of Authorized signatory (ies) duly attested by Notary as per <b>Exhibit-4</b>.</p> <p style="text-align: center;"><b>OR/ AND</b></p> <p>True Certified Copy of Board Resolution in favour of Authorized Signatory/Person delegating the POA.</p> <p><b>Note: -</b> Refer Clause “BID SUBMISSION AND AUTHORIZED SIGNATORY” for more details.</p> <p><i>(Format is for purpose of guidance only and deviation in the wording can be accepted.)</i></p>
4.	<p>Bidder should be either a;</p> <p>(1) Incorporated / 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) Sole Proprietorship</p> <p>OR</p> <p>(4) Public Sector Undertaking/statutory body</p> <p>OR</p> <p>(5) Cooperative society</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 the Corporation)</p>	<p><u>1) For Incorporated Company/PSU/ statutory body</u></p> <p>(i) Copy of Certificate of Incorporation</p> <p>(ii) Current list of Directors.</p> <p><u>2) 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><u>3) For Sole Proprietorship</u></p> <p>Declaration of Sole Proprietorship as per <b>Exhibit-5</b> under the Digital Signature/ink sign of sole proprietor.</p> <p><u>4) 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><u>5) For Cooperative society</u></p> <p>(i) Bye-Laws (of Co-operative Society)</p> <p>(ii) Registered Co-operative Societies should furnish the proof of Registration</p>

		with Registrar of Co-operative Societies or Taluk Co-operative Officer along with a resolution passed by the Society to participate in the tender enquiry.
5.	Pre-Contract Integrity Pact	<b>Exhibit-7</b> Under the Digital Signature/ink sign of Authorized Signatory on each page of Exhibit.
6.	PAN Number	Copy of PAN Card
7.	GST Registration	Copy of valid GST registration certificate.
8.	<b>Hiring of certified skilled workforce and Mechanization of handling operations in CWC</b>	<b>Exhibit-6:</b> Undertaking - under the Digital Signature/ink sign of authorized signatory.

For Industrial Warehouse only ( if applicable may be incorporated & else may be deleted while floating the tender):

9.	Xerox copies of R.C. Book of Hydra Cranes	Hydra Cranes owned and/or which can be made available through tie up arrangement/ long lease basis.
10.	Chartered Engineer's certificate clearly indicating capacity and safe working condition of the crane.	Copy of Chartered Engineer's certificate.



# CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

Regional Office \_\_\_\_\_



No. CWC/RO-XXXX/Busi/H&T-\_\_\_\_\_/\_\_\_\_\_

Dated : MM/DD/YYYY

## E-TENDER DOCUMENT

For Appointment of Regular H&T Contractor for **handling and transportation of ( Name of Commodity)**

at Central Warehouse \_\_\_\_\_

Date for downloading Tender Form	MM/DD/YYYY to MM/DD/YYYY
Last Date for online Submission of tender	Upto HH:MM Hrs. on MM/DD/YYYY

Regional Office : [Address\_\_\_\_\_ ]

Phone Nos. : \_\_\_\_\_

Email : \_\_\_\_\_

Website : [www.cewacor.nic.in](http://www.cewacor.nic.in)

Tender Document is divided into 4 Volumes and 6 Sections as per below details:

<b>Volume</b>	<b>Section</b>	<b>Section Name</b>
Volume-I	Section-I	Notice Inviting Tender (NIT)
	Section-II	Pre-qualification Criteria (PQC)
<b>Volume-II</b>	<b>Section-III</b>	<b>General Conditions of Contract (GCC)</b>
Volume-III	Section-IV	Scope of Work (SOW)
	Section-V	Special Conditions of Contract (SCC)
Volume-IV	Section-VI	All Exhibits

## Volume-II

### Section-III General Conditions of Contract (GCC)

#### Table of Contents

<b>E-TENDER DOCUMENT</b>	<b>1</b>
<b>1 INTRODUCTION</b>	<b>4</b>
<b>2 DEFINITION</b>	<b>4</b>
<b>3 STATUS OF THE DOCUMENTS:</b>	<b>7</b>
<b>4 SITE VISIT:</b>	<b>7</b>
<b>5 ADDITIONAL INFORMATION TO BIDDER</b>	<b>7</b>
<b>6 VALIDITY OF TERMS OF THE BID/ PROPOSAL:</b>	<b>8</b>
<b>7 EARNEST MONEY DEPOSIT (EMD)</b>	<b>8</b>
<b>8 PRE-BID MEETING</b>	<b>10</b>
<b>9 BID SUBMISSION AND AUTHORIZED SIGNATORY</b>	<b>11</b>
<b>10 AMENDMENT OF BIDDING DOCUMENTS</b>	<b>12</b>
<b>11 DESCRIPTION OF THE SELECTION PROCESS</b>	<b>12</b>
<b>12 BID PRICES</b>	<b>17</b>
<b>13 CHANGE IN CONSTITUTION OF BIDDING ENTITY/SUCCESSFUL BIDDER</b>	<b>18</b>
<b>14 VERIFICATION OF ORIGINAL DOCUMENTS</b>	<b>19</b>
<b>15 PERFORMANCE SECURITY {BANK GUARANTEE}</b>	<b>19</b>
<b>16 EXECUTION OF THE CONTRACT</b>	<b>21</b>
<b>17 DISQUALIFICATION CONDITIONS</b>	<b>21</b>
<b>18 TRANSFER AND SUBLETTING OF THE CONTRACT</b>	<b>22</b>
<b>19 CODE OF INTEGRITY</b>	<b>22</b>
<b>20 INTELLECTUAL PROPRIETARY RIGHTS AND OWNERSHIP</b>	<b>24</b>
<b>21 PROCEDURE FOR BLACKLISTING/ DEBARRING ANY BIDDER</b>	<b>24</b>
<b>22 VITIATION AND SETOFF</b>	<b>24</b>
<b>23 PUBLIC PROCUREMENT POLICY</b>	<b>24</b>
<b>24 CORPORATION INFORMATION</b>	<b>28</b>
<b>25 HEALTH, SAFETY AND ENVIRONMENT</b>	<b>28</b>
<b>26 REPRESENTATIVES</b>	<b>30</b>
<b>27 DATA</b>	<b>31</b>
<b>28 COMPLETION OF THE SERVICES</b>	<b>31</b>
<b>29 WARRANTY</b>	<b>32</b>
<b>30 INDEPENDENT CONTRACTOR</b>	<b>32</b>
<b>31 PRICES AND RATES</b>	<b>33</b>
<b>32 PAYMENT</b>	<b>33</b>
<b>33 TAXATION</b>	<b>35</b>
<b>34 INDEMNITIES</b>	<b>37</b>
<b>35 CONSEQUENTIAL LOSS</b>	<b>38</b>
<b>36 VARIATIONS</b>	<b>39</b>
<b>37 BUSINESS ETHICS</b>	<b>40</b>
<b>38 GENERAL LEGAL PROVISIONS</b>	<b>40</b>
<b>39 INSURANCE</b>	<b>41</b>
<b>40 LIQUIDATION OR INSOLVENCY</b>	<b>43</b>
<b>41 TERMINATION</b>	<b>43</b>
<b>42 SUSPENSION</b>	<b>45</b>
<b>43 PERMITS, LAWS AND REGULATIONS</b>	<b>46</b>
<b>44 AMICABLE RESOLUTION</b>	<b>49</b>
<b>45 GOVERNING LAW AND JURISDICTION</b>	<b>49</b>
<b>46 FORCE MAJEURE</b>	<b>50</b>
<b>47 ACCEPTANCE OF TENDERS</b>	<b>51</b>
<b>48 ENQUIRIES &amp; CLARIFICATIONS:</b>	<b>51</b>

## 1 INTRODUCTION

The Regional Manager, Central Warehousing Corporation (hereinafter refer to as “CWC” or “Corporation”), **Regional Office \_\_\_\_\_**, for and on behalf of the CWC, invites online tenders, UNDER TWO BID SYSTEM, for appointment of contractors, for loading/unloading, handling and transport of ( Name of Commodity) in and around **Central Warehouse at.....or** a period of two years from the date of commencement of services as mentioned in GeM Contract Order/Letter of Award (LOA).

This bid document has been prepared by CWC and the information contained in this document has been developed on the best endeavour basis. Tender document includes Notice Inviting Tender (NIT)

- Pre-Qualification Criteria (PQC)
- General Conditions of Contract
- Scope of Work
- Special Conditions of Contract
- All Exhibits/Annexures (s)

This document has been prepared to enable the bidders to participate in the tender process and subsequently execute a Contract with CWC.

## 2 DEFINITION

“Authorized Signatory”	The person authorized by bidding firm to submit/ sign the Bid documents.
“Contractor”	shall mean the Successful Bidder to whom the work has been awarded and shall have same meaning as successful bidder.
“Contract”	shall mean the Contract between the Corporation and the Contractor;
“Claim”	shall mean any and all claims, demands, liens, judgments, awards, remedies, debts, liabilities, damages, injuries, costs, losses, legal and other expenses, or causes of action of whatsoever nature, including, without limitation, those claims made or enjoyed by dependents, heirs, claimants, executors, administrators, successors or assigns, in whatever jurisdiction the foregoing may arise;
"Commencement Date”	shall mean the required date for commencement of the Services at the Site, as specified in the Contract;
“Corporation Group”	shall mean the Central Warehousing Corporation established under the Warehousing Corporation Act, 1962, its successor(s) and permitted assignee(s), and its Directors, Regional Manager(s), Warehouse Manager(s), officers and employees.
“Corporation Information”	shall mean all data, documents, materials and information supplied by the Corporation to the Contractor for the purposes of this Contract, including,

without limitation, any updated or re-issued information;

“Corporation’s Representative” shall mean the person(s) identified as such in the Contract and shall include the Regional Manager and the Warehouse Manager;

"Contractor's Equipment" shall mean all equipment and materials by the Contractor Group (whether owned, leased or hired) in connection with the performance of this Contract, including, without limitation, container(s), any mode of carriage, those referred to in the Scope of Work and shall include, scale(s) of weight, truck/ tractor trolley or transport vehicle which are mechanical driven vehicles such as lorries etc.

“Contractor Group” shall mean the Contractor, its sub-contractors and their respective director(s), representative(s), officer(s), employee(s) (including agency personnel);

“Contractor’s Personnel” shall mean all personnel, labourer, employee, nominee provided by the Contractor in connection with the performance of this Contract, including, without limitation, those referred to in the Scope of Work;

“Contractor’s Representative” shall mean the person(s) identified as such in the Contract;

“Effective Date” shall have the meaning given to that term in the Contract;

“Food Grain” shall mean and include Wheat, Paddy, Rice, Pulses, Maize, or any other food grains stored/ handled/ transported on behalf of CWC’ depositors;

“ Commodity “ shall mean & include ( RM may include the name of commodities to be considered while floating the tender) like fertilizer, cement, crude oil, coal, copper or iron ore, rough diamonds, and agricultural, industrial products such as wheat, coffee beans or cotton;

“Godown/ Warehouse” shall mean and include depots, godowns, warehouse already belonging to or under occupation of the Corporation or may hereafter be constructed or acquired by it at any time and shall also mean and include pen platform/plinths built or constructed for storage of commodities inside or outside the premises;

“Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported



content in the item (including all customs duties) as a proportion of the total value, in percent;

“Margin of Purchase Preference under MII”

means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%, subject to price match quoted by L1 bidder.

“Margin of Purchase Preference under MSE”

means the maximum extent to which the price quoted by a MSE Bidder may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 15%, subject to price match quoted by L1 bidder.

“Non-Local Supplier”

means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%;

"Party”

shall mean either the Corporation or the Contractor as the context so permits and, as expressed in the plural, shall mean the Corporation and the Contractor collectively;

“Regional Manager”

shall mean the Regional Manager of the Corporation under whose administrative jurisdiction, the Godown(s)/ Warehouse(s) falls and shall include, the Warehouse Manager or any other officer authorised by the Warehouse Manager from time to time to execute the Contract on behalf of the Corporation;

"Scope of Work"

shall mean the scope of work set out in Schedule II (Scope of Work) and any amendment thereto made in accordance with the terms of the Contract;

“Services”

shall mean the services and/or work to be performed by the Contractor as provided for under the Contract and Scope of Work, including, without limitation, the provision of all personnel, equipment and carrying out auxiliary, additional and incidental duties and operations as directed by the Corporation or its Regional Manager;

“Site”

shall mean the operating site/ place of operation or other place where the Contractor is required and has agreed to perform the Services and/or any supporting activity in respect thereof;

Local Content in Services

shall be the use of services up to the final delivery by utilizing manpower (including specialist), working

appliance (including software) and supporting facilities carried out within the country.

### **3 STATUS OF THE DOCUMENTS:**

The tender documents are not an offer by CWC to sell or part away with any of its assets and facilities or sites, neither in part nor in full, but is only an offer to allow an entity to provide the services.

### **4 SITE VISIT:**

The bidders are advised to visit the respective site before submitting the tender, satisfy themselves with the terms and conditions listed in this document, information in respect of the site where services are to be provided, study documents and demonstrate a thorough understanding of the site condition, operation, costs and returns. No dispute as regards the information in respect of any of the site where services are to be provided, shall be entertained after submission of bid.

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 loading into/ unloading from trucks/wagons shall be deemed to have been done after such acquaintance. Once a tender is submitted by a tenderer, they 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 bags to be handled are heavier.

### **5 ADDITIONAL INFORMATION TO BIDDER**

All Bidders should note the following:

- a) The proposals that are incomplete in any respect or those which are not consistent with the requirements as specified in this-Tender or which do not contain any of the documents as per the specified formats prescribed in the-Tender would be considered non-responsive and would be summarily rejected. Adherence to formats, wherever specified, is must. Non-adherence to formats may be a ground for declaring the proposal non-responsive.
- b) All communications and information should be provided in writing and in English or Hindi language only.

- c) All communications and information should be addressed only to the Regional Manager, CWC.
- d) All the communications and information provided should be legible.
- e) The Bidder shall be responsible for all costs associated with the preparation of the Proposal. CWC shall not be liable to and subjected to any financial implication whatsoever, including, for any costs, regardless of the conduct or outcome of this tender process.
- f) Bidders shall be able to create representations on GeM, within 1 day for Bids with Bid duration between 3 to 5 days, within 2 days for Bid duration between 6 to 9 days & within 4 days for Bids with Bid duration of 10 or above days. CWC shall respond to the Bidder's representations at least 24 hours before the Bid end date and time on GeM only.
- g) CWC may scrap the tender enquiry without assigning any reason at any time before the signing of the Agreement. In case, the tender enquiry is scrapped, CWC will not be liable for any loss or cost to any Bidder. However, EMD, if any deposited by any Bidder, will be refunded back.
- h) In case any bidder is debarred either during the bidding process or after award of contract, the details of such Debarred bidder will also be published on the website of Corporation.
- i) The cases of suspension of bidder on GeM at any stage of Tender will be dealt as per prevailing GeM Incident Management Policy and necessary action will be initiated by CWC in line with GeM Policy.

## **6 VALIDITY OF TERMS OF THE BID/ PROPOSAL:**

- 6.1 Each Bid shall be deemed to be a firm and irrevocable offer, and shall remain valid and open for a period of Ninety (90) days from the opening of Technical Bid.
- 6.2 In exceptional circumstances, such time period may be extended by another thirty (30) days upon mutual consent between Corporation and technically qualified bidders through GeM portal only.
- 6.3 After opening of price bids in GeM, the extension will be regularized through GeM with L-1 bidder.
- 6.4 CWC shall raise the request for extension of validity through GeM & Bidders shall be required to accept it within 48 hours. Bidder may refuse the request, without forfeiture of their EMD.
- 6.5 In case of such extension, the Bidder shall not be permitted to modify their original offer/proposal in any respect during the extended period. In case the consent is not provided by the Bidder within stipulated time for extension of bid, the entire tender enquiry shall be scrapped.

## **7 EARNEST MONEY DEPOSIT (EMD)**

### **7.1 Submission of EMD:**

- 7.1.1 Bid must be accompanied with proof of payment of EMD remitted through Fund

Transfer in the bank account mentioned in the Tender Notice.

7.1.2 Bid not accompanied with EMD shall be liable for summary rejection.

## **7.2 Exemption from Submission of EMD:**

7.2.1 The bidders participating under the category of MSEs registered on UDYAM portal are exempted from payment of EMD payable to CWC subject to furnishing the proof of they being so registered under the said portal. The Registration of such bidder under MSE Notification should be valid as on last date of submission of tender.

7.2.2 Startups certified by Department for Promotion of industry and Internal Trade (DPIIT) are exempted from payment of EMD and should enclose the proof of their being certified with Department for Promotion of Industry and Internal Trade (DPIIT). The certification of such Bidder by the DPIIT should be valid as on last date of submission of tender.

7.2.3 Additionally, Bidders who are exempted by GeM from submission of EMD will be considered exempted for submission of EMD.

7.2.4 The bidders not allowed by GeM for exemption of EMD, such as MSEs who have not updated their status/UDYAM on GeM or Startups who are not registered accordingly on GeM etc., shall not be eligible for exemption of EMD.

## **7.3 BID SECURITY DECLARATION (BSD)**

7.3.1 Submission of BSD in the format as per concerned Exhibit attached with this tender document is mandatory for all the bidders who are exempted from submission of Earnest Money Deposit.

7.3.2 Non submission of BSD shall lead to summarily rejection of the Bid.

## **7.4 REFUND OF EMD**

7.4.1 In case of two packet or two stage bidding, EMD of unsuccessful bidders during first stage i.e. technical evaluation should be returned within 15 days of declaration of result of first stage itself.

7.4.2 Earnest money of unsuccessful bidders during second stage i.e. Financial Evaluation, shall be returned within 15 days after the award of contract or expiry of bid validity, whichever is earlier.

7.4.3 Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / PBG.

## **7.5 FORFEITURE OF EMD & DEBARMENT OF BIDDER**

7.5.1 The bidders shall be debarred by Corporation for participating in future tender enquiries for a period of two (02) years and EMD will be forfeited, if deposited, in case the bidder:-

- 7.5.1.1 Withdraws or modifies or impairs or derogates from the bid in any respect within the period of validity of its bid; or
- 7.5.1.2 Fails to furnish requisite performance security within stipulated time required as per e-bid; or
- 7.5.1.3 in the event of bidder, not accepting the offer and/or not formally executing the contract after acceptance of bid/proposal by CWC within the stipulated time period.

## **8 PRE-BID MEETING**

- 8.1 If a Pre-bid meeting is stipulated in the E-Tender Notice, a pre bid meeting shall be conducted before submission of tender documents for clarifying issues and clearing doubts, if any.
- 8.2 The record of such meeting (Response to queries/Clarifications/ Corrigendum etc.) shall be published on the website of CWC, <https://eprocure.gov.in/cppp/> and on [www.gem.gov.in](http://www.gem.gov.in) at least 07 days before the last date of bid submission.
  - 8.2.1 CWC shall not adopt any separate communication method in this regard other than as mentioned above.
  - 8.2.2 CWC reserves the right to make any alterations in the bid document based on the suggestions/ decisions arrived at the pre-bid meeting.

## **9 BID SUBMISSION AND AUTHORIZED SIGNATORY**

- 9.1 GeM portal shall not allow to submit the bids after the last date and time as depicted in this document. Thus, bidders are requested to kindly ensure timely submission of the bids to avoid last time rush. Any request for extension of timelines owing to Technical Problem in GeM portal etc., due to last minute submission shall not be entertained.
- 9.2 The bidder must furnish full, precise and accurate details in respect of information asked under concerned Exhibits attached with this Tender Document.
- 9.3 Bidder is required to submit an Undertaking on Unconditional Acceptance as per concerned Exhibit attached with this Tender Document.
- 9.4 Bid should be signed by Authorized Signatory by issuing Power of Attorney in the Format prescribed (for guidance only and deviation can be accepted) under concerned Exhibit attached with this Tender Document. All the documents submitted under this tender (Technical/ Pre-Qualification/ Financial document/ Annexures/ Exhibits/ Undertakings or any other document submitted in support of bid) are to be ink signed/ digitally signed by the authorized signatory.
- 9.5 Power of Attorney (POA) to be issued by the bidder in favour of the authorised representative(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder. Any consequence resulting due to such signing shall be binding on the Bidder.
- 9.6 The POA shall be supported by Board Resolution in case of Company/PSU/Statutory Body. Further, POA is not required, in case bid is being signed by Person Authorized by Board of Directors by way of Board Resolution.
- 9.7 The Power of Attorney shall be issued as per the constitution of the bidder as below:
  - a) In case of Partnership: by all Partners or Managing Partner as per Partnership Deed
  - b) In case of Limited Liability Partnership: by any Person authorized in terms of Deed of LLP
  - c) In case of Company/PSU/Statutory Body: by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly signed by Company Secretary / MD / CMD / CEO.
  - d) In case of Cooperative Society: by Managing Members of Cooperative Society or by the designated member authorized under Bye Laws.
- 9.8 The Power of Attorney/Board Resolution should be valid till award of contract / order to successful bidder.
- 9.9 Bidder shall submit their offer in electronic format on GeM portal ([www.gem.gov.in](http://www.gem.gov.in)) on or before the scheduled date and time as mentioned on GeM portal. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.
- 9.10 **Advisory for using Digital Signatures while submitting the bid**
  - 9.10.1 On GeM, bidders can upload their supporting documents against respective fields/criteria. As such, bidder can manage their documents in multiple PDFs having size less than or equal to 10 MB.
  - 9.10.2 The Authorized Signatory can sign digitally on each PDF document (Preferably on last page of each PDF). Signing Digitally on each page of a PDF document shall not

be required.

9.10.3 However, bidders may ensure that once digitally signed, there must be no editing on the signed PDF such as merging with other files/ de-merging etc.

9.10.4 Bidders must ensure that CWC should be able to validate the signatures. The Bidders can verify the same by using steps detailed under “<https://cewacor.nic.in/docs/VDS.pdf>“, before uploading the documents.

## **10 AMENDMENT OF BIDDING DOCUMENTS**

10.1 At any time prior to the 'Bid Submission Date', CWC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing corrigendum.

10.2 Any corrigendum thus issued shall be an integral part of the Tender Document and shall be published on the GeM portal, CPP Portal and website of the Corporation. Bidders have to take into account all such corrigendum before submitting their Bid.

10.3 CWC, if considered necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof. In any case and as per mandate of GeM, minimum 7 days will be given after publishing of Corrigendum.

10.4 All such communications shall be published on GeM and [www.cewacor.nic.in](http://www.cewacor.nic.in) and on <https://eprocure.gov.in/cppp/> . No other mode of communication shall be adopted.

## **11 DESCRIPTION OF THE SELECTION PROCESS**

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-

### **11.1 Opening and evaluation of technical bid**

11.1.1 The Technical Bid of the bidder would be opened on the specified date and time as per Notice Inviting Tender (NIT) at the CWC, Regional Office in the presence of one representative from each bidder, if deputed.

11.1.2 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.

11.1.3 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 Tender Document. However, within the broad framework of the evaluation parameters as stated in this Tender Document, CWC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.

## 11.2 Obtaining Missing Documents and Specific Clarifications:

Except the mandatory documents that are to be submitted by the Bidder, the Corporation, if necessary and at its sole discretion, may ask the Tenderer for any specific information/clarification/document. The required clarification and missing document(s) may be asked from only those bidders who have fulfilled the minimum eligibility criteria and it must be uploaded within time specified in GeM Bid Document.

- 11.2.1 The missing documents to be submitted should not be of a date later than the last date of submission of original bid, however Net Worth Certificate as per **Exhibit-3**, Affidavit of Proprietary Firm as per **Exhibit-5**, Undertaking, Declarations and General Details of Bidder as per **Exhibit-1** and Pre-contract Integrity Pact as per **Exhibit-7** submitted as missing documents can be of a date after the last date of submission of original bid.
- 11.2.2 Corporation shall be well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), clerical errors, signature missing on any page which does not constitute a material deviation.
- 11.2.3 The required clarification and missing document(s) may be solicited by the Corporation from bidders through GeM only.
- 11.2.4 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.
- 11.2.5 The tenderer has the option to respond or not to respond to these queries. 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.
- 11.2.6 All the responses to the clarifications and missing document(s) will be treated as part of the Proposal of the respective tenderer and if the clarifications and missing document(s) are at variance with the earlier information in the proposal, the information provided in later stages shall prevail over the earlier information for the technical evaluation process.
- 11.2.7 The procedure followed for soliciting the Technical Clarifications shall be as per the procedures stipulated by GeM. The bidder shall be required to submit the clarifications within the stipulated time as mentioned in the bid. Earliest reply must be ensured by the bidders as Corporation shall not be liable for any Technical Issue in GeM platform. The bidders may contact GeM helpdesk for any support/ clarifications.
- 11.2.8 After expiry of prescribed time, Corporation shall download the clarification and missing document(s) submitted by the bidder.
- 11.2.9 Bidder to refer clarification and missing document(s) manual available on GeM portal <https://www.gem.gov.in> or seek assistance from the Helpdesk.

## 11.3 Rejection of Bid

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/rejected during the initial scrutiny:

- (i) The bid or the bid document(s) is/are not legible;
- (ii) Required EMD has not been deposited by Non exempted bidder or Bid Security Declaration as per **Exhibit-8** has not been received from Exempted Bidders;
- (iii) 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.
- (iv) The Bidder has not quoted for all the items, as specified in Financial Bid.
- (v) The Bidder has not agreed to all the Contract conditions and submitted conditional/qualified Bid.
- (vi) Financial Bid forms part of the Technical Bid, the Bid shall be summarily rejected by CWC
- (vii) Any Tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm)

#### **11.4 FINANCIAL BID EVALUATION**

11.4.1 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.

11.4.2 Bidder is required to indicate the offer price in the Price break up format as per concerned Exhibit attached with this Tender Document. Complete breakup of price, as required, must be indicated and attached at relevant place in GeM Portal.

11.4.3 In case, the Price break up format is attached as Excel Format with the bid, then the bidder shall be required to fill the excel sheet and save the same as PDF format and then submit the same in PDF Format on GeM, duly signed and stamped/ digitally signed by the Authorized Signatory as GeM allows the bidder to submit only PDF document in the bid.

11.4.4 The bidder has to quote total price (Incl of GST & other Taxes) on GeM and as well as in the Price Bid format.

11.4.5 Corporation may reject un-justified/incomplete price bids during the financial evaluation. The decision of Tender Awarding Authority in this regard shall be final and binding.

#### **11.5 OBTAINING JUSTIFICATION FOR UNJUSTIFIED/INCOMPLETE FINANCIAL BID**

##### **11.5.1 Scenario-1- Non Submission of Price bid break up Document**

11.5.1.1 In case, upon opening of the financial bid of the Bidders, it is found that the Bidders have not submitted the Price break-up format/or submitted wrong document, then Corporation may use Justification functionality available on GeM for soliciting the desired Price break up format and bidder shall be required to reply the same, through GeM only, by submitting the Price breakup in PDF format.

11.5.1.2 In case no reply has been received from bidder, the same shall lead to dis-qualification of their bid.

11.5.1.3 The time limit for submitting the response by the bidder to the Justification request is 48 Hours (fixed by GeM) from raising of request.

#### **11.5.2 Scenario-2- Difference in Rates quoted in GeM and filled in Price break up Document**

11.5.2.1 The rates quoted in financial document uploaded by bidder may differ as compared to rate quoted by them on GeM due to calculation mistake/ non-consideration of prices of any line item or due to any reasons thereof, then the bidder shall mandatorily be required to match the total rates quoted under the financial document and on GeM.

11.5.2.2 In case of any difference in price quoted by the bidder on GeM and in price quoted in the uploaded Price break up document, then following procedure shall be adopted: -

(a) Revised Price break up document will be asked, by way of Justification request on GeM, from bidders whose amount as quoted on GeM and amount as per Price break up document is not matching.

(b) The bidder shall be mandatorily required to reply to the justification request through GeM only and submit the revised format strictly matching the rates quoted on GeM.

(c) If bidder does not reply to the justification request and request gets expired on GeM, then their financial bid shall be rejected.

(d) The time limit for submitting the response by the bidder to the Justification request is 48 Hours (fixed by GeM) from raising of request.

11.5.3 Cases, where, after calling of justification, it is established that rates quoted on GeM is incorrect and amount quoted in Price break up document is correct, then following procedure is to be adopted:

I. In case **rate quoted by L1 bidder on GeM is higher** than the rates filled/ quoted in the financial document then

(a) Corporation shall first use the justification functionality available on GeM for getting the confirmation from the L1 bidder for matching the rate quoted on GeM and in financial document.

(b) If required during above justification, Corporation may also call revised price bid format dully filled and signed by Authorized Signatory in order to have consent of the bidder for matching the prices.

(c) After receipt of reply to the Justification through GeM, then:-

i. If price match is agreed by bidder, then Corporation shall use Negotiation functionality available on GeM to revise the total rates quoted by the L1 bidder as per their financial document.

ii. The bidder shall be mandatorily required to reply to the negotiation request

for correcting their rates. If the rates on GeM are corrected, then only the bid shall be considered for further evaluation, otherwise, Corporation may again raise the justification request and can reject the justification for disqualification of the bidder and go ahead with remaining Technically qualified bidders.

iii. The negotiation functionality shall only be used to get the price corrected as contract on GeM is awarded based on the rates quoted by bidder on GeM. Thus, it is prudent to get the rates corrected.

(d) This process shall be repeated till final L1 bidder is decided.

(e) No separate mode of communication other than GeM shall be adopted by Corporation. Further, Corporation shall not be liable for any non-communication/ or non-timely address by the concerned bidder.

II. If **rates quoted on GeM are lower** than the rates filled/ quoted in the financial document:-

(a) If after giving the justification window, the bidder does not match the price quoted on GeM with as mentioned in Price bid document, then the financial bid of bidder shall be liable to be rejected and the Corporation shall go ahead with remaining Technically qualified bidders.

(b) No separate mode of communication other than GeM shall be adopted by Corporation. Further, Corporation shall not be liable for any non-communication/ or non-timely address by the concerned bidder.

## 11.6 SELECTION OF LOWEST BIDDER

11.6.1 The tenderer shall quote one absolute rate as explained in the methodology for offering/quoting of price bid.- The tenderer quoting the lowest rate will be declared L-1.

11.6.2 In case where more than one bidder is found to have quoted identical lowest bid price, CWC shall place the contract by selection of a bidder amongst the L-1 bidders through Auto run L1 executed by GeM.

11.6.3 In case purchase preference is applicable to MSE or MII, the L1 Bidder will be decided after adoption of due procedure on GeM.

## 11.7 CONTACTING CWC DURING THE EVALUATION

11.7.1 Canvassing whether directly or indirectly in connection with Tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection. From the time of bid submission to awarding the contract, no Bidder shall contact the Corporation on any matter relating to the submitted bid. If a Bidder needs to contact the Corporation for any reason relating to this tender and/ or its bid, it should do so only in writing electronically. Any effort by a Bidder to influence the Corporation during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

## **12 BID PRICES**

### **12.1 Competitive and Independent Prices**

12.1.1 The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

12.1.1.1 those prices; or

12.1.1.2 the intention to submit an offer; or

12.1.1.3 the methods or factors used to calculate the prices offered.

12.1.2 The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

### **12.2 Price Components**

12.2.1 The prices quoted by Bidder shall include all cost towards satisfactory completion of works as per technical specification, including cost of material, labour, Tools and Plants, Consumables, Sundries, site establishment, overhead, Contractor Profit, Water charges, cost of incidental goods & services, cost towards testing and measurement and Taxes as applicable.

12.2.2 The Prices quoted by the bidders shall be inclusive of GST and all applicable taxes, Building and Other Construction Workers Welfare Cess (As applicable), Levies, Duties on materials or services and on complete works in respect of this contract.

12.2.3 The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental goods/works to be supplied, location of the bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, cost of watch and ward of bidder's material through private security, Mining & Forest etc in India.

12.2.4 Central Warehousing Corporation will not entertain any claim, whatsoever in this respect.

### **12.3 Price Variation**

The Price quoted by the bidder and accepted by CWC, shall remain firm during the currency of contract including the extended period, if any extended due to any reason attributable to either CWC or Contractor or Force majeure. No claim, whatsoever shall lie against the Corporation on account of any variation, escalation etc. in the rates in market during the currency of contract including the extended period.

- 12.4 Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

### **13 CHANGE IN CONSTITUTION OF BIDDING ENTITY/SUCCESSFUL BIDDER**

- 13.1 Once the tender has been submitted, the constitution of the Partnership firm/LLP shall not be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from CWC and in any case the minimum eligibility criteria should not get vitiated.
- 13.2 The Contractor shall not, during the currency of the contract, make any change in its constitution, without the prior approval of the Corporation.
- 13.3 The Contractor shall immediately notify to the Corporation in case of happening of an event that leads to an automatic change in its constitution. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.
- 13.4 The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the CWC and the Bidder shall have no claims whatsoever.
- 13.5 Any change in the constitution of Partnership firm after award of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed.
- 13.6 Failure to observe this requirement shall be considered a breach of the contract conditions liable for termination of the contract under Clause no. 41.4 of General Conditions of Contract (Volume-II).
- 13.7 If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected. In case the Bidder fails to inform CWC beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for termination of the contract under Clause no. 41 of General Conditions of Contract (Volume-II).

#### **14 VERIFICATION OF ORIGINAL DOCUMENTS**

- 14.1 Corporation, at its discretion, may ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the technical bid. The credential documents of financial and experience criteria shall also be got verified from the authority/ office who has issued such documents. If so decided, the photocopies of such self-certified documents and the credential documents verified from issuing office/ authority shall be kept in the records as part of the contract agreement.
- 14.2 If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents or it is found at any stage of tendering process that documents submitted in bid is/are fabricated/ tempered/ forged/ altered/ manipulated/ false then it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as non-responsive, bidder shall be disqualified and the evaluation of Bids shall proceed with the subsequent ranked offers.
- 14.3 If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents or documents submitted in bid is/are fabricated/ tempered/ forged/ altered/ manipulated/ false if found even after placement of LOA or signing the contract or then Corporation reserves the right to terminate the contract, forfeit of EMD and encashment of Performance Security, whichever is available at the time of termination. In addition to above (disqualification of bidder or termination of contract as the case may be), other punitive actions shall also be taken to blacklist/debar the bidder from future participation in tenders of the Corporation for **next five years**.

#### **15 PERFORMANCE SECURITY {BANK GUARANTEE}**

- 15.1 Successful bidder is required to submit Performance Security in the form of Bank guarantee (BG) issued in the format attached with this Tender Document from Scheduled Commercial Bank @10% of the Estimated Value of contract including GST for his proper performance of the contract agreement.
- 15.2 Bank Guarantee must be valid for atleast 1 year beyond the scheduled completion of Contract/early Termination of Contract with claim period of atleast 6 months beyond the expiry of Bank Guarantee.
- 15.3 Performance Security must be submitted by Seller to the Buyer within 15 days of award of contract on GeM/ LOA whichever is earlier. The payments to the seller shall become due only after receipt of Performance Security by the Buyer and verification of its genuineness. No interest shall be payable upon the BG by the Seller to the Buyer under the Contract.
- 15.4 In case of failure to deposit the Bank Guarantee by the Successful Bidder within stipulated time, an extension of maximum additional 15 days can be granted by the CWC at its discretion however, such an extension shall be subject to a levy of penalty at the rate of 0.1% per day of delay of the amount of such BG.

- 15.5 If the successful bidder, having been called upon by Corporation to furnish BG, fails to do so within the period as specified above and even up to last date of extended period, if extended, the contract shall be terminated without any notice to successful bidder, duly forfeiting EMD and other dues, if any payable against the contract. The failed successful bidder shall be debarred from participating in future tender of the Corporation for next two (02) years from the date of debarring.
- 15.6 In case the Bidder, whose bid has been accepted, fails to sign the contract as may be required, or fails to provide (BG) as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Corporation shall cancel the procurement process.
- 15.7 If requested by the Corporation due to change in date of completion of Contract, the successful bidder agrees to extend the validity period of the Bank Guarantee or to issue a further Bank Guarantee in the event that the duration of this Contract is, for any reason, extended beyond such validity date.
- 15.8 If the successful bidder fails or neglects to observe or perform any of his obligations under the contract or fails to extend the validity of submitted Bank Guarantee, it shall be lawful for the Corporation to forfeit either in whole or in part, the Performance Security furnished by the successful bidder.
- 15.9 In case some partial amount is to be recovered by Corporation from successful bidder, then the Corporation may revoke the complete BG and can recover the desired amount. The balance amount shall be paid back to the service provider as and when new BG for the full amount is submitted by the successful bidder.
- 15.10 Upon satisfactory performance of the Services and on completion of all the obligations by the Contractor under the terms of the Contract, including, (i) all statutory compliances and on submission of “No Due Certificate” from the concerned authority designated under Employees’ Provident Fund and Miscellaneous Act, 1952, reflecting due and correct deposit in respect of the employees employed by or through the Contractor during the Contract period and subject to Clause 32 (Payment); and (ii) No Claim/Demand Certificate from the Contractor, the Bank Guarantee will be returned to the Contractor within one year of such completion of services, obligations or submission of No Dues Certificate and No Claim/Demand Certificate, as above, whichever is later.
- 15.11 If the Contractor had previously held any contract and furnished Performance Security /Security Deposit, the same shall not be treated as a Performance Security for this Contract, and a fresh Performance Security shall be required to be furnished for this Contract.
- 15.12 SFMS Verification of Bank Guarantee:
- a) The bank guarantee submitted by the successful bidder shall be verified online through SFMS and no physical verification will be conducted.
  - b) For this purpose, the Bank Guarantee issuing bank shall send cover for Bank Guarantee issued, through SFMS platform to the CWC Banker i.e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:
  - c) MT760 COV for issuance of bank guarantee.
  - d) MT767 COV for amendment of bank guarantee.
  - e) Issuing bank shall mention CWC beneficiary code i.e. CENTRALW27112020 in field 7037 of MT760 COV / MT767 COV.
  - f) The Bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.

- g) The BGs not complying to the SFMS guidelines stipulated above, shall not be accepted.

## **16 EXECUTION OF THE CONTRACT**

- 16.1 The details of award of contract shall be published by CWC on website of Corporation { [https://cewacor.nic.in/MasterStatic/Contract\\_awarded](https://cewacor.nic.in/MasterStatic/Contract_awarded) } and CPP portal { <https://eprocure.gov.in/cppp/> }.
- 16.2 The successful bidder shall be required to accept the contract order placed by Corporation through GeM. For assistance in accepting the contract order on GeM, the bidder may contact GeM helpdesk.
- 16.3 The signing of contract shall take place within 15 days of date of award of LOA/ contract order through GeM to successful bidder by Corporation.
- 16.4 During the signing of contract, following activities shall take place: -
- 16.4.1 The bidder shall be required to enter into a contract with the Corporation strictly in the format of Agreement attached under Concerned Exhibit of this Tender Document. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value.
- 16.4.2 Submission of Performance Bank Guarantee.
- 16.4.3 The successful bidder shall sign and stamp the complete tender document along with Corrigendum(s) issued (if any) and bid documents submitted by successful bidder during Technical/ Financial Bid or Clarifications documents etc.
- 16.4.4 (If Applicable) The Bidder/s shall be required to sign the Integrity Pact with CWC strictly as per format attached in concerned Exhibit with this Tender Document on a Non-judicial stamp paper of Appropriate value.
- 16.5 The contract shall be executed within 15 days of date of award of LOA/ contract order through GeM to successful bidder by Corporation, failing which the Contract is liable to be terminated.
- 16.6 The Tender Accepting Authority may at his discretion, however, on a specific request by the successful Bidder, give additional time to the Bidder to furnish the BG and execute the Agreement, which in any case shall not exceed more than 30 days in all, including the original 15 days period from the date of award of LOA/ contract order through GeM to successful bidder by Corporation.

## **17 DISQUALIFICATION CONDITIONS**

- 17.1 Unless considered for dis-qualification under any other clause of this tender document, the bidder may also be dis-qualified for the following reasons:
- 17.1.1 Bidders who have been blacklisted or otherwise debarred by CWC 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.
- 17.1.2 Bidder's contract should not have been terminated for Bidder's default by CWC or any department of Central or State Government or any other Public Sector Undertaking during the last five years as on last date of submission of bid.
- 17.1.3 If the proprietor / any of the partners of the Bidder firm / any of the Director of the Bidder company have been, at any time, convicted by a court, for an offence, such Bidder will be ineligible.
- 17.1.4 Any qualified/conditional bid shall be liable for outright rejection by CWC without assigning any reason whatsoever.



- 17.2 Bidders needs to submit a Declaration in this regard, as per relevant Exhibit attached in this tender document.
- 17.3 While considering the 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) will render the Bidder disqualified.
- 17.4 A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.

## **18 TRANSFER AND SUBLETTING OF THE CONTRACT**

- 18.1 The successful Bidder shall not sublet, transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is stipulated in this contract, or any part thereof.
- 18.2 In case, it is found that the Bidder has transferred or has sublet the contract, then Corporation may terminate the Contract under Default by Bidder and shall levy necessary penalties as per the concerned Termination Clause 41.4 of General Conditions.
- 18.3 In line with the Government policy, the contractor shall promote 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. The Contractor shall keep records of payment and on Wage book / Register, the worker's signature as proof of payment of wages shall be obtained.
- 18.4 The contractor should pay user fees at National Highways / Toll plazas through Electronic Toll Collection Technology and accordingly all vehicles should be fitted with tags sold by banks which should be affixed to the wind screen. Tag readers are available on dedicated lanes over the Highways which permit a cashless transit of the vehicles without any waiting time.
- 18.5 Subcontracting**
- 18.5.1 The Contractor shall not subcontract the Services or any part of the Services without the prior written approval of the Corporation

## **19 CODE OF INTEGRITY**

- 19.1 Contractors should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts, failing which Corporation may consider the bid to be non-responsive & may reject the bids or to terminate the contract: -
- 19.1.1 "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- 19.1.2 "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- 19.1.3 "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act,

2002, between two or more bidders, with or without the knowledge of the Corporation, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

19.1.4 “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

19.1.5 “Conflict of interest”: A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder: -

- i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- ii. receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- iii. has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorise only one agent, and an agent also should not represent or quote on behalf of more than one Principals. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- iv. has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the CWC regarding this Tender process; or
- v. participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- vi. has a close business or family relationship with a staff of the CWC who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the CWC throughout the Tender process and execution of the Contract.

19.1.6 “Obstructive practice”: materially impede the CWC’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the CWC’s rights of audit or access to information.

## **20 INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**

- 20.1 All rights, title and interest in the successful bidder's provided services to Corporation and in any process followed by successful bidder for the provision of any services here under shall always vest in Corporation.
- 20.2 Copying of the software application data of CWC, if any accessed by successful bidder during their engagement with CWC, except for specified purposes, are expressly prohibited.
- 20.3 The successful bidder shall ensure that the documents, data, information etc. are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by CWC. The confidential information will be safeguarded and the shall take all necessary actions to protect Corporation and its customers, and Government of India's interest against misuse, loss, destruction, alterations or deletions thereof. Any violation of the same will be liable for action under the law, which shall entitle Corporation to claim damages from the apart from taking action under the appropriate law. This is an irrevocable condition and it will continue to be in force even if the agreement between the Corporation and is terminated.

## **21 PROCEDURE FOR BLACKLISTING/ DEBARRING ANY BIDDER**

- 21.1.1 In the event where CWC blacklists or debar any bidder or firm owing to any reason as stipulated in this tender document, then the same shall also mean debarring/ blacklisting of: -
- (i) Proprietor in case of proprietorship firm(s).
  - (ii) All Partners in case of Partnership firm(s)/ LLP firm(s).
  - (iii) All Directors in case of Pvt Ltd/ PSUs/ any company under Companies Act, 2013.
  - (iv) All members in case of Co-Operative societies.
- 21.1.2 The address and details of the blacklisted/ debarred firm(s) including the details and names of proprietor/ partners/ directors/ members, as per information available in the Technical Bid or through websites on Public Domain, shall be published on the website of CWC along with the period of blacklisting or debarment.

## **22 VITIATION AND SETOFF**

- 22.1 VITIATION: - During the contract period, Corporation shall keep a check by comparing the total value of contract including the itemized rate quoted by bidder and quantity with all other bidder's total contract value, including the itemized rate quoted by them, to determine whether the contract is getting vitiated. In case, there is vitiation, then the vitiated amount shall be recovered from the successful bidder's bill/ BG.
- 22.2 SETOFF: Any sum of money due and payable to the contractor 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.

## **23 PUBLIC PROCUREMENT POLICY**

### **23.1 Purchase Preference to Make In India (MII)**

- 23.1.1 The Bidders eligible under the definition of Class-I & Class-II Local Supplier shall only be eligible to participate.

- 23.1.2 The purchase preference shall be given to Class-I local suppliers.
- 23.1.3 Bids having a local content of less than 20% shall be summarily rejected.
- 23.1.4 Purchase preference shall be given to Class-I Local Supplier in the manner specified hereunder:
- 23.1.4.1 Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to LI.
- 23.1.5 Margin of purchase preference means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% i.e. L1 plus 20%.
- 23.1.6 In the procurements of services, which are not divisible in nature, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:-
- 23.1.6.1 If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to 'Class-I local supplier' originally quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- 23.1.6.2 In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- 23.1.6.3 The process stipulated on GeM for carrying out price match request, shall be adopted by CWC and shall also be binding on bidders.
- 23.1.7 Class-II local supplier will not get purchase preference in any procurement, undertaken by CWC.
- 23.1.8 **Verification of local content:**
- 23.1.9 The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification (In form of concerned Exhibit attached with Tender Document) that the services offered meets the local content requirement for Class-I local supplier/ Class-II local supplier, as the case maybe They shall also give details of the location(s) at which the local value addition is made.
- 23.1.10 Decisions on complaints relating to implementation of this Order shall be taken by the Tender Awarding Authority which is empowered to look into procurement-related complaints relating to the CWC.
- 23.1.11 False declarations will be in breach of the Code of Integrity and necessary action as per Terms of Tender will be initiated.
- 23.1.12 Any bidder who has been debarred by any Organization for violation of this Order shall not be eligible for preference under this Order for procurement or by any other Corporation for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

## **23.2 Purchase Preference for Micro and Small Enterprise**

- 23.2.1 For availing purchase preference as MSE, the bidder must ensure that they are registered & verified on GeM as MSE and should apply for price preference while submitting the bid, if eligible.
- 23.2.2 In case, the eligible bidders for price preference under MSE policy, do not apply for MSE price preference while submitting the bid on GeM, then no price preference shall be provided and Corporation shall not be liable for providing any clarification to the bidder.
- 23.2.3 MSEs are advised to update their latest status on GeM portal also to avoid complications during the evaluation. Corporation shall verify the MSE status of the Bidder based on the submitted proof before giving any type of exemption/preference under this Tender.
- 23.2.4 The benefit of this policy is not extended to the traders/dealers/Distributors /Stockiest/Wholesalers.
- 23.2.5 The process stipulated on GeM for carrying out price match request, shall be adopted by Corporation and shall also be binding on bidders.
- 23.2.6 Considering that this is a non-divisible tender, MSEs quoting price within the band of L-1 + 15% will be awarded for full/complete work of tender by bringing down their price to L-1 price in a situation where L-1 Price is from someone other than an MSE.
- 23.2.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/ acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. CWC is already registered on the TReDS platform i.e. M/s A. TREDS (Invoicemart), Mumbai with Entity ID No. 1000019533.
- 23.2.8 MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want.
- 23.2.9 Interest payment on delayed payments to MSME shall be in line with Micro, Small and Medium Enterprises Development Act, 2006.
- 23.2.10 The concurrent application of Public Procurement Policy for MSE and MII bidders and selection of successful bidder thereof shall be done as per the procedures stipulated on Government e-Marketplace.

## **23.3 Compliance of Restrictions on procurement from a Bidder of a Country which shares Land Border with India:-**

- 23.3.1 Any bidder from a country which shares a land border with India will be eligible to bid in this Tender only if the Bidder is registered with the Competent Authority.
- 23.3.2 “Bidder” (including the term ‘Bidder’, ‘consultant’ or service provider’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 23.3.3 “Bidder from a country which shares a land border with India” for the purpose of this Tender Means: -

- 23.3.3.1 An entity incorporated, established or registered in such a country; or
- 23.3.3.2 A subsidiary of an entity incorporated, established or registered in such a country; or
- 23.3.3.3 An entity substantially controlled through entities incorporated, established or registered in such a country; or
- 23.3.3.4 An entity whose beneficial owner is situated in such a country; or
- 23.3.3.5 An Indian (or other) agent of such an entity; or
- 23.3.3.6 A natural person who is a citizen of such a country;
- 23.3.4 The beneficial owner for the purpose of above will be as under:
- 23.3.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means:  
Explanation –
- “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
  - “Control” shall include the right to appoint majority of directors or to control the management or policy decisions including by virtue of their shareholding of management rights or shareholders agreements or voting agreements.
- 23.3.4.2 In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one of more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 23.3.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 23.3.4.4 Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 23.3.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 23.3.5 Such Bidder shall need to submit an undertaking in the format as per concerned Exhibit attached with the Tender Document along with the proof of registration with competent authority.
- 23.4 Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

Note: - In respect of tenders, registration with the Competent Authority should be valid at the

time of submission of bids and at the time of acceptance of bids. If the Bidder was validly registered with the Competent Authority at the time of submission of bid, registration shall not be a relevant consideration during contract execution.

## **24 CORPORATION INFORMATION**

24.1 The Corporation shall provide the Corporation Information to the Contractor as specified in the Scope of Work. The Corporation makes no representation or warranty as to the accuracy or sufficiency of the Corporation Information.

24.2 The Contractor shall review the Corporation Information and shall promptly notify the Corporation of any inaccuracies, omissions, contradictions or ambiguities in the Corporation Information.

24.3 All Corporation Information shall at all times remain the exclusive property of the Corporation and shall be returned to the Corporation on completion of the Services or termination of the Contract, whichever is the earliest.

24.4 The Corporation Information may be updated or re-issued to the Contractor from time to time during the carrying out of the Services.

24.5 The Contractor shall not diverge from or change the requirements or parameters referred to in the Corporation Information or the Scope of Work without the prior written approval of the Corporation.

### **24.6 Deemed Satisfaction**

Notwithstanding the provision of the Corporation Information, the Contractor acknowledges that it has satisfied itself in respect of all relevant matters pertaining to the Services, including, but not limited to, the Scope of Work, the nature of the Services, knowledge of Site/ place of operation, size of the place of operation/Godown(s), access to the Site, local facilities, climatic, sea, other water and weather conditions, working hygiene and working environment conditions, any security, fire, safety or other regulations which may affect the execution of the Services, existing facilities and all matters whatsoever affecting the execution of the Services and all other matters which may affect the performance of the Services. Any failure by the Contractor to take into account any of the aforementioned matters shall not relieve or excuse the Contractor from any of its responsibilities, liabilities or obligations hereunder or entitle the Contractor to any extra payment.

## **25 HEALTH, SAFETY AND ENVIRONMENT**

## **25.1 Safety**

The Contractor shall observe and comply with all laws, regulations, restrictions, guides and issued by any authority having jurisdiction in the respect of the Site relating to health, safety and environment.

## **25.2 Obligations of Contractor**

25.2.1 It shall be the Contractor's obligation to determine at all times whether the Services can be safely continued or undertaken including, without limiting the generality of the foregoing, determining by the Contractor's own inspection that all Contractor's Equipment is loaded and/or stored in a proper and safe manner and that the Contractor's Equipment is in all respects suitable to undertake the Services in the then existing conditions.

25.2.2 The Contractor shall ensure that equipment or rubbish in any form originating from the Services will be collected promptly in a place at the Site suitable for ready and prompt removal there from.

## **25.3 Responsibility for Safety of Contractor Personnel**

25.3.1 The Contractor shall, throughout the duration of the Contract be responsible for the safety of the Contractor's Personnel and agrees that the Contractor's Personnel, whilst on the Site.

25.3.2 The Contractor shall at all times provide appropriate and adequate personal protective equipment and safety equipment to the Contractor's Personnel.

25.3.3 The Contractor shall have proper arrangements in place for the effective supervision of the execution of the Services by the Contractor's Personnel so as to ensure safe and proper execution of the Services.

## **25.4 Compliance with Corporation's Instructions**

Without prejudice to the foregoing provisions of this Clause, the Contractor shall comply with all safety instructions of the Corporation consistent with the provisions of the Contract including, without limitation, the safety instructions of any of the Corporation's other contractors.

## **25.5 Warehouse Manager**

The Contractor acknowledges that the Corporation will have a Site manager at the Site (the "Warehouse Manager"). The Warehouse Manager shall have the general responsibility for matters affecting safety, emergency response, health or welfare and the maintenance of order and discipline, and in the discharge of that responsibility shall exercise authority over all personnel of Corporation, the Contractor's Personnel and the personnel of other contractors of the Corporation when present on or near the Site.

The Contractor hereby acknowledges the authority of the Warehouse Manager and shall ensure that the Contractor's Personnel shall recognize such authority and comply with all instructions (whether written, oral or otherwise) of the Warehouse Manager or any other official acting on his behalf.



## **25.6 Emergency**

Notwithstanding any other provisions of this Clause, the Corporation shall be entitled in the event of any emergency (including, without limitation, in the event of site catching fire or otherwise getting beyond control), with immediate effect, to direct the Contractor's Personnel as it considers fit and to use as it considers fit all or part of the Contractor's Equipment.

## **25.7 Reporting**

The Contractor shall immediately inform the Corporation in writing when an incident or accident occurs (including, without limitation, any fatality, lost time incident, medical treatment case, first aid case near miss or any other loss related incident) in any way connected with the Services, whether or not it may affect any operations of the Corporation or the operations of others working on behalf of the Corporation, and shall maintain accurate records thereof. Any fatality or major accident or incident shall be reported to the Corporation within 24 hours of occurrence. The Contractor shall also submit a monthly report in respect of all incidents or accidents in any way connected with the Services detailing, without limitation, the nature of such incident or accident, the extent of lost time, the reasons for the incident or accident and future preventive measures which will be taken by the Contractor.

## **26 REPRESENTATIVES**

### **26.1 Corporation's Representative**

26.1.1 The Regional Manager or the Warehouse Manager shall act in full charge of the Services and shall have full authority to liaise with the Contractor's Representative(s) to resolve all day to day matters which may arise between the Contractor and the Corporation.

26.1.2 The Regional Manager or the Warehouse Manager shall monitor the performance of the Services and shall have the authority necessary to enforce the provisions of this Contract.

26.1.3 The Regional Manager or the Warehouse Manager shall be entitled to inspect the Services and all documentation relating thereto at any time.

26.1.4 The Contractor shall direct all matters relating to the Contract to the Regional Manager and shall act only in accordance with the instructions of the Regional Manager or the Warehouse Manager.

### **26.2 Contractor's Representative**

26.2.1 The Contractor's Representative(s) shall act in full charge of the Services and shall have full authority to liaise with the Corporation's Representative to resolve all day to day matters which may arise between the Contractor and the Corporation.

26.2.2 It shall be the duty of the Contractor and/or its Representative to be in regular contact with the offices of the Warehouse Manager or an officer acting on his behalf, so as to  
i) obtain information about the programme of arrivals at godown(s)/railhead(s) and

dispatches to various recipients; ii) other godown activities; iii) to report the progress of loading/unloading/transport work, etc. and iv) to take appropriate instructions in respect of the Services to be performed under the Contract.

### **26.2.3 Change of Representatives**

Either Party may:

- (a) revoke the appointment of any person appointed as that Party's representative and may appoint another person as representative in his/her place; or
- (b) appoint any person to be an additional representative for a stated purpose.

Any change of Contractor's representative shall not be effective until a written notice of the same is given to the Regional Manager or the Warehouse Manager of the Corporation.

## **27 DATA**

### **27.1 Delivery of Data**

The Contractor shall deliver to the Corporation or to any other party designated by the Corporation, all Data, promptly on obtaining such Data. In the event of suspension or termination of the Contract, the Contractor shall immediately deliver to the Corporation all undelivered Data. The Contractor may not retain copies of such Data unless it shall have first obtained the Corporation's written consent. The Contractor shall take all possible measures to ensure that no magnetic medium (tape, disk or other) will be passed through, or otherwise come into the vicinity of, any form of magnetic device during transport of the Data. Prior to the transport of any Data by the Contractor, the Contractor shall advise the Corporation's Representative of the shipping and packing details.

### **27.2 Ownership of Data**

27.2.1 All Data shall be the property of the Corporation from the date of its creation or development. No Data created or developed by the Contractor under this Contract shall become the property of the Contractor; provided that the risk and responsibility for the loss of, or damage to, any Data shall remain with the Contractor until delivery of such Data to the Corporation.

27.2.2 All Data shall be fit for the purposes specified in the Contract.

27.2.3 All items created or developed by the Contractor outside the Contract shall remain the property of the Contractor, provided that the Corporation shall have the right to use any such item where it is provided to the Corporation as part of the Services.

## **28 COMPLETION OF THE SERVICES**

### **28.1 Notification by the Contractor**

Upon completion of the Services (or any part thereof), the Contractor shall notify the Corporation.

### **28.2 Completion Certificate**

Where the Corporation agrees that the Services (or relevant part thereof) have been completed in accordance with the Contract, the Corporation may issue a completion certificate (the "Completion Certificate") to the Contractor. Issue of a Completion Certificate by the Corporation shall not relieve the Contractor of any of its obligations and/or liabilities under the Contract.

## **29 WARRANTY**

### **29.1 Warranty**

The Contractor warrants that it shall perform the Services in accordance with the provisions of the Contract.

### **29.2 Notice by Corporation**

If the Contractor is in breach of the warranty set out in Clause 29.1 (Warranty), the Corporation may notify the Contractor in writing specifying the nature of such breach and requiring the Contractor to rectify such breach. Upon receipt of any such notice, the Contractor shall, at its own expense, immediately commence and thereafter continuously proceed to rectify such breach (including, if applicable, re-performance of the relevant part of the Services) to the Corporation's reasonable satisfaction and in accordance with the provisions of the Contract.

## **30 INDEPENDENT CONTRACTOR**

### **30.1 Status of Contractor**

The Contractor shall at all times be an independent contractor with respect to performance of the Services and neither the Contractor nor any person employed by the Contractor shall, other than as expressly authorised by the Corporation in writing, either represent itself or himself (as appropriate) as, or be deemed for any purpose to be, an employee, agent, or representative of the Corporation in the performance of the Services. Nothing in this Tender document, shall be deemed to create a joint venture, partnership or agency between the Parties.

### **30.2 Other Contractors**

The Corporation reserves the right to perform the Services or enter into other contracts related to the Services hereunder in case the Pro-rata value of Contract as estimated in this Tender increases beyond 3 times at any point of Time during the currency of Contract. In such case, the Corporation shall have the exclusive right to appoint one or more contractors, at any time, for any or all the services mentioned hereunder and to divide the work as between such Contractor(s) in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.

## **31 PRICES AND RATES**

### **31.1 Rates**

The Contractor shall, subject to the other provisions of this Tender Document and the provisions set out in Agreement and its Annexures, be paid for the Services in accordance with the prices and rates set out in Agreement and its Annexures.

## **32 PAYMENT**

### **32.1 Bills**

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

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

Each bill shall,:-

- a) bear this Contract particulars; and
- b) state the name, e-mail address, mobile telephone number of the Corporation's Representative;
- c) supported by consignee receipt(s)/Completion Certificate(s), if any issued by the Warehouse Manager 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 Tender document.

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;

32.1.2 The Contractor shall submit its bill(s) in the format prescribed **as per GST Rules** .

32.1.3 The mentioned documents in the Contract shall be sent to the address set out in the Agreement. The Contractor must ensure that all the digitally signed final bill(s) for the Services performed are submitted to the Corporation through Bill Tracking System (BTS), within two months from the expiry of this Contract. Late submission of bill(s) beyond abovementioned period may result into denial of payments to Contractor on the sole discretion of the Corporation.

32.1.4 The Corporation shall make payment after realization of the amount from the depositor and upon receipt of a correct bill submitted pursuant to Clause 32.1.1 and 32.1.2 (Bills) 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.

- 32.1.5 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 32.1.4.
- 32.1.6 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.
- 32.1.7 All items provided by the Contractor under the provisions of this Tender 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.
- 32.1.8 Unless otherwise specified anywhere in this Tender Document, all rates and charges payable by the Corporation under this Contract shall be billed and paid in Indian Rupees (INR).
- 32.1.9 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.
- 32.1.10 The Corporation reserves the right to release the payment of GST amount (if applicable) only post matching of the invoices in the GSTN System.
- 32.1.11 It 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.
- 32.1.12 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.

## 32.2 **Audit**

The Contractor shall maintain proper and accurate records in relation to this Contract and shall provide copies of the same to the Corporation on request. The Corporation (or its appointed representative) shall have the right to audit the relevant books and accounts of the Contractor in relation to any amounts paid for by the Corporation under this Contract. Such audit right shall survive for a period of three (3) years following the expiry or termination of the Contract. Any incorrect payments and/or costs, damages or expenses for which the Contractor is liable to the Corporation under this Contract identified by such audit shall be adjusted between the Parties, as appropriate. The Contractor shall produce the required documents information and returns at such time and place as may be directed by the Corporation/Regional Manager.

### **32.3 Liens**

- 32.3.1 The Contractor shall not claim any lien, charge or the like on any aspect of the Services or on any property of the Corporation Group. The Contractor shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any lien, charge or the like created or caused by any member of the Contractor Group arising out of or in connection with the performance of this Contract.
- 32.3.2 Without prejudice to the generality of Clause 32.3.1, should any act or omission of the Contractor Group result in any lien, charge or the like existing upon the property of the Corporation Group after all payments hereunder have been made, the Contractor agrees to refund to the Corporation upon demand all monies that the Corporation Group may be compelled to pay to discharge any such lien.

### **32.4 Payment upon Completion**

- 32.4.1 Following the expiry or termination of the Contract, the Contractor shall prepare and submit to the Corporation within 60 (sixty) days a statement in the form of a final account, specifying the outstanding amounts which the Contractor intends to claim from the Corporation for payments due to the Contractor in accordance with the provisions of this Clause 32 (Payment). The Contractor shall submit to the Corporation its final bill in respect of such statement within 60 (sixty) days of the date of the expiry or termination of the Contract and shall confirm in writing to the Corporation that such bill constitutes the final demand for all outstanding sums due to the Contractor under the Contract.
- 32.4.2 Following the expiry or termination of the Contract, the Corporation shall not be required to make payment of any bill not received in accordance with this Clause 32.4.1 (Payment upon Completion).

## **33 TAXATION**

### **33.1 Definitions**

For the purposes of this Clause:

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" means the Government of India/ National Government or Authority of the country, competent to levy any Tax.
- (c) "State Government/Local Authority" shall mean to include the Government at the State Level and local and/or other statutory authorities, competent to levy any Tax and shall also include local, administrative and municipal body(s).

### **33.2 Person Responsible for payment of taxes**

- 33.2.1 Except as may be expressly set out in this Contract, the Contractor shall be responsible for:
- (a) the payment of all Taxes now or hereafter levied or imposed on the Contractor or its subcontractors or on the personnel of the Contractor or its subcontractors by the Government Authority and/or State Government/Local Authority in respect of any wages, salaries and other remuneration paid directly or indirectly

to persons engaged or employed by the Contractor or its Sub-Contractors (hereinafter referred to as “**Personal Income tax**”);

(b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority and/or State Government/Local Authority on the actual/assumed profits and gains made by the Contractor or its subcontractors (hereinafter referred to as “**Corporate Income tax**”);

(c) the payment of any other Taxes now or hereafter levied or imposed by any State Government/Local Authority on the Contractor or its subcontractors as a result of the performance of this Contract.

33.2.2 Except as may be expressly set out in this Contract, the Corporation shall only be responsible for:

(a) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the services, provided to the Corporation by the Contractor or its subcontractors (hereinafter referred to as “**GST**”);

(b) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Contractor or its subcontractors as a result of the performance of this Contract.

### **33.3 Withholding taxes and Withholding Tax Certificates**

33.3.1 The Corporation shall, at the time of its payments due to the Contractor, withhold the necessary taxes at such rate as is required by any Government Authority and/or State Government/Local Authority, unless and to the extent that the Contractor shall produce to the Corporation any certificate issued by a Government Authority and/or State Government/Local Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.

33.3.2 The Corporation shall provide the necessary withholding tax certificates to the Contractor within the time stipulated by the relevant law to enable the Contractor to file the same with the Government Authority and/or State Government/Local Authority, as a proof of payment of such taxes.

### **33.4 Person Responsible for filing of returns / information to Government Authority and/or State Government/Local Authority**

33.4.1 The Contractor shall be responsible for filing all necessary Tax Returns (including, without limitation, returns for Corporate Income Tax, Personal Income Tax) with the relevant Government Authority or State Government/Local Authority in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authority or State Government/Local Authority.

33.4.2 The Contractor shall also ensure that its subcontractors file such returns as stipulated by the relevant Government Authority or State Government/Local Authority and furnish such information as requested for by the relevant Government Authority or State Government/Local Authority.

33.4.3 The Corporation, with respect to the tax withheld from the Contractor in accordance with Clause 33.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authority or State Government/Local Authority, in accordance with applicable

statutory requirements.

### **33.5 Corporation's rights, if treated as representative assessee by Government Authorities**

In certain situations, a Government Authority or State Government/Local Authority, may treat the Corporation as the representative assessee of the Contractor and/or its subcontractors and recover the Taxes due to the Government Authority or State Government/Local Authority, by the Contractor or its subcontractors from the Corporation. In such situations, the Corporation shall have the following rights:

- (a) The Corporation shall be entitled to recover from the Contractor, the Taxes paid on behalf of the Contractor or its subcontractors (together with any costs and expenses incurred by the Corporation in connection therewith) or to retain the same out of any amounts to be paid to the Contractor or its subcontractors that may be in its possession (whether due under this Contract or otherwise) and shall pay only the balance, if any, to the Contractor; and
  
- (b) If the Corporation is required to furnish any details or documents in such capacity, the Corporation shall request the details or documents to be furnished to it by the Contractor and the Contractor shall immediately furnish the same to the Corporation. If the Contractor fails to comply with the foregoing, any penalty/interest levied on the Corporation for non-filing or late filing of details or documents in this regard shall be recoverable from the Contractor.

### **33.6 Indemnity**

The Contractor shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any Taxes which may be levied or imposed on the Contractor or its subcontractors by the Government Authority/ State Government/ Local Authority arising out of or in connection with the performance of this Contract.

### **33.7 Change in Law**

If, after the Effective Date of this Contract, there is any change in law which results in a change in the rate of any Tax included in the Contractor's prices or rates or the introduction of a new Tax, any such change would not affect the obligation(s) of the respective parties for payment of such taxes as referred in Clause 33.2 (Person Responsible for payment of taxes). In other words, the parties shall be liable to pay the increased rate of tax, or the new Tax, in terms of their obligations under Clause 33.2 and other provisions of the Contract.

## **34 INDEMNITIES**

### **34.1 General**

34.1.1 The indemnities granted in this Clause shall be full and primary notwithstanding the provisions of Clause 39 (Insurance) (Volume-II).

34.1.2 Each Party shall give the other prompt notification of any claim with respect to any of the indemnities hereunder, accompanied by full details of the circumstances of any incident giving rise to such a claim.



## **34.2 Property and Injury to Personnel**

34.2.1 The Contractor shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with:

- (a) loss of or damage to the property of the Contractor Group (including, but not limited to, the Contractor's Equipment); and
- (b) death or sickness of or injury to any member of the Contractor Group (including, but not limited to, the Contractor's Personnel)  
arising out of or in connection with the performance of this Contract, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the Corporation Group.

34.2.2 The Corporation shall be liable for, and shall defend, indemnify and hold the Contractor Group harmless from and against any Claim in connection with:

- (a) loss of or damage to the property of the Corporation Group (but excluding any property of the Corporation Group in the care, custody or control of the Contractor Group); and
- (b) death or sickness of or injury to any member of the Corporation Group  
arising out of or in connection with the performance of this Contract, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the Contractor Group.

## **34.3 Third Party Liability**

34.3.1 The Contractor shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with:

- (a) loss of or damage to any Third Party property; and
- (b) death or sickness of or injury to any Third Party  
arising out of or in connection with the performance of this Contract, to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of the Contractor Group. For the purposes of this Clause 34 (Indemnities), the words "Third Party" shall mean any party which is not a member of the Corporation Group or the Contractor Group.

34.3.2 The Corporation shall be liable for, and shall defend, indemnify and hold the Contractor Group harmless from and against any Claim in connection with:

- (a) loss of or damage to any Third Party property; and
- (b) death or sickness of or injury to any Third Party  
arising out of or in connection with the performance of this Contract, to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of the Corporation Group.

## **35 CONSEQUENTIAL LOSS**

Notwithstanding any provision to the contrary elsewhere in this Contract and whether or not resulting from or contributed to by any negligence and /or breach of duty (statutory or otherwise):

- (a) the Corporation shall be liable for, and shall defend, indemnify and hold the Contractor Group harmless from and against the Corporation Group's own consequential or indirect loss arising out of or in connection with the performance of this Contract; and

- (b) the Contractor shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against the Contractor Group's own consequential or indirect loss arising out of or in connection with the performance of this Contract.

## **36 VARIATIONS**

### **36.1 General**

36.1.1 No adjustment to the Services, the prices and/or rates set out in Exhibit-I to 12, Annexure-I to Agreement (Compensation Schedule) or any date specified in the Agreement for performance of the Services shall be valid unless a variation order has been issued in writing by the Corporation (a "Variation Order"). No additional work or services shall be commenced by the Contractor prior to the Corporation issuing a Variation Order in respect of such work or services.

36.1.2 A Variation Order shall in no way affect the rights or obligations or the Parties except as expressly provided in that Variation Order. Any Variation Order shall be governed by the provisions of the Contract.

### **36.2 Corporation's Right(s)**

36.2.1 The Corporation may at any time issue a Variation Order to the Contractor requiring the Contractor to alter, amend, omit, add to, accelerate, re-programme or otherwise vary any part of the Services. Upon receipt of a Variation Order the Contractor shall proceed immediately as instructed, and any necessary adjustment to prices and/or rates or dates for performance shall be subsequently made in accordance with Clause 36.2.2 and 36.2.3 below.

36.2.2 Notwithstanding Clause 36.1.2 above, the Corporation shall as far as reasonably practicable before issuing a Variation Order advise the Contractor of the proposed variation and request the Contractor to provide an estimate of the effect (if any) on the prices and/or rates and/or dates for performance such variation would have. Such estimates shall be provided by the Contractor within 3 days of a request by the Corporation and if agreed to by the Corporation shall be recorded in a Variation Order

36.2.3 Where the Corporation has issued a Variation Order in accordance with Clause 36.1.2, the Parties shall use all reasonable endeavours to agree on fair and reasonable adjustments to the prices and/or rates and/or dates for performance, which shall, to the extent possible, be based on the existing prices and/or rates and/or dates for performance specified in the Contract. Such adjustments shall be recorded in a further Variation Order.

## **37 BUSINESS ETHICS**

- 37.1 The Contractor shall at all times perform this Contract in a lawful manner consistent with the highest ethical standards and principles, including strict adherence to the Business Ethics. The Contractor shall not at any time enter into any arrangement with personnel, officers or agents of the Corporation or its employees, officers or representatives.
- 37.2 In conducting its business, Contractor shall not, at any time, either directly or indirectly, in the name of, on behalf of, or for the benefit of the Corporation, offer, pay, promise to pay, or authorize the payment of any money and/or gift, or offer, give, promise to give, or authorize the giving of anything of pecuniary value or otherwise to (a) any official, employee, agent, or representative of any government, or any government department, agency, or instrumentality thereof; (b) any political party or official thereof, or to any candidate, nominated or otherwise, for political office; or (c) any official, employee or agent of the Corporation; in each case for the purpose of influencing any act or decision of such official, employee, agent, party, or candidate or inducing such official, employee, agent, party, or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, agent, party, or candidate, or securing any improper advantage for or otherwise promoting the business interests of the Contractor in any way. Contractor shall require each of its directors, officers, employees, agents, consultants, subcontractors and suppliers to comply with the provisions of this clause.
- 37.3 In the event Corporation believes that the Contractor is engaged in corrupt practices or is acting in contravention of the aforesaid provisions defined in this clause, during the existence of this Contract, Corporation shall have the right to take appropriate action, which may include the immediate termination of this Contract.

## **38 GENERAL LEGAL PROVISIONS**

### **38.1 Amendment**

This Contract shall not be amended except by an instrument in writing expressed to be an amendment or variation hereto and executed by the Parties.

### **38.2 Waiver**

No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Contract shall be interpreted as a waiver of such terms and conditions.

### **38.3 Retention of Rights**

Except in respect of the indemnities granted pursuant to Clause 34 (Indemnities), unless otherwise specifically stated, both the Corporation and the Contractor shall retain all rights and remedies, both under the Contract and at law, which either may have against the other.

The Contractor shall not be relieved from any liability or obligation under the Contract by any review, approval, authorisation, acknowledgement, issue of completion certificate or the like, by the Corporation.

## **38.4 Notices**

- 38.4.1 All notices under this Contract shall be in writing and shall be served to the respective address and/or fax number set out in the Contract. Either Party may from time to time change its address and/or fax number for service herein by giving written notice to the other Party.
- 38.4.2 Any notice may be served by hand delivery to a Party at its address for service hereunder or by facsimile transmission or by mail.
- 38.4.3 Any notice given by hand delivery shall be deemed to be given at the time of delivery.
- 38.4.4 Any notice given by facsimile transmission shall be deemed to be given at the time transmission has been confirmed by the sender's fax machine, subject to the following provision. Where said time of transmission falls outside the normal business hours of the recipient, delivery shall be deemed to be given at 10:00 hrs (recipient's local time) on the recipient's next following business day.
- 38.4.5 Any notice served by mail shall be given by registered mail and shall be deemed to be given on the date recorded on the delivery recording sheets by the mail carrier as delivered to and signed for on behalf of the recipient.

## **38.5 Invalidity**

If any provision of this Contract shall be held to be invalid or unenforceable by a judgement or decision of any court of competent jurisdiction or any authority, the same shall be deemed severable and the remainder of this Contract (including the remainder of the affected provision) shall remain valid and enforceable to the fullest extent permitted by law. In any such case, the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Contract.

## **38.6 Entire Contract**

This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause 38.6 (Entire Contract) shall have the effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

## **38.7 Rights of Third Parties**

Except to the extent of any indemnity or release of liability expressly granted in favour of the Corporation Group or the Contractor Group, the Parties to this Contract do not intend that any term of this Contract should be enforceable by any third party, whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise. However, for the avoidance of doubt, the Parties may vary or terminate this Contract in accordance with its terms without the prior agreement of any other member of the Corporation Group or the Contractor Group.

## **39 INSURANCE**

### **39.1 Contractor Insurance(s)**

The Contractor shall procure and maintain, at its sole expense, in full force and effect throughout the duration of this Contract, the insurances set out below:

- (a) Employers Liability and/or Workman's Compensation insurance to the full extent required by all laws applicable in India/State (a) where this Contract is being performed and (b) in which, the Contractor exist or is incorporated.
- (b) All Risks Insurance covering loss of or damage to the property of the Contractor Group (including, but not limited to, the Contractor's Equipment) for the full replacement value thereof.
- (c) Comprehensive General Third Party Liability. Such insurance shall incorporate a Cross Liabilities or Severability of Interests clause.
- (d) Adequate Automobile Liability insurance to comply with applicable laws, including coverage for all automobiles and automotive equipment owned, leased, hired or otherwise provided by the Contractor Group in connection with this Contract and all personnel and property on board.
- (e) Any other insurances which the Contractor is obliged to cover under any applicable laws or which shall be adequate in terms of type, coverage and limits to cover the Contractor's liabilities under this Contract.

### **39.2 No Limitation**

The insurances set out in Clause 39.1 (Contractor Insurances) are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by the Corporation of responsibility for financial liabilities in excess of such limits. The liabilities assumed by the Contractor under Clause 34 (Indemnities) are separate from and independent of the Contractor's obligations under this Clause 39 (Insurance).

### **39.3 General Requirements**

The Contractor undertakes that its insurances and those of its subcontractors:

- (a) shall be issued by reputable and substantial insurers;
- (b) shall be primary and shall not be considered contributory insurance with any insurance provisions of the Corporation Group;
- (c) shall have the Corporation Group's interests endorsed as additional assured (other than in relation to Employers Liability/Workers Compensation insurance) to the extent of the liability assumed by the Contractor hereunder;
- (d) shall contain waivers of any rights of recourse including, in particular, subrogation rights against the Corporation Group arising out of or in connection with the performance of this Contract to the extent of liabilities assumed by the Contractor hereunder;
- (e) shall be endorsed to provide the Corporation with at least thirty (30) days written notice of a material change, cancellation or non-renewal by the underwriters.

### **39.4 Subcontractors**

The Contractor shall procure that its subcontractors are insured to appropriate levels as may be relevant to their work. The Contractor shall be liable to the Corporation Group for any absence or insufficiency of the insurances of its subcontractors.

### **39.5 Co-operation**

Each Party shall afford the other all such reasonable assistance as may be required for the preparation and negotiations of insurance claims but the Contractor shall be responsible for the preparation of documents for insurance claims under any of the policies referred to in the claim. Where the Contractor is engaged in handling claims, actions or proceedings in respect of which it has granted an indemnity as provided above, the Contractor shall ensure that the Corporation is informed if the Corporation's operations, safety standards or working practices are called into question by any party

or if the Contractor wishes to use information relating thereto in handling those claims, actions or proceedings. The Corporation shall at its sole option have the right to participate in and/or make representations in relation to the defence of such matters and the Contractor shall allow the Corporation full opportunity to do so.

## **40 LIQUIDATION OR INSOLVENCY**

### **40.1 Corporation's Right to Terminate**

In the event that the Contractor, at any time during the term of this Contract, becomes insolvent under any of the provisions of any applicable statute or makes a voluntary assignment of its assets for the benefit of creditors, is adjudged bankrupt, either upon the Contractor's voluntary petition in bankruptcy or upon the petition of the Contractor's creditors, or any of them, or should a judgement be executed on any of the goods or equipment of the Contractor, or should any lien or other right inconsistent with the Contractor's title to such goods or equipment be enforced, or if the Contractor shall have a receiver, administrator, administrative receiver and/or manager appointed in respect of all or any of its assets, an application or order is made or a resolution is passed to wind up the Contractor or if the Contractor shall go into liquidation (whether voluntarily or otherwise) or if the Contractor becomes subject, under the applicable laws of any jurisdiction, to any event having an analogous effect to any of the foregoing, the Corporation may terminate this Contract with immediate effect by notice in writing to the Contractor or to the receiver or liquidator or to any person in whom the Contract may become vested, as provided in Clause 41.4 (Termination due to Default).

## **41 TERMINATION**

### **41.1 Termination by Corporation without Cause**

The Corporation may, at its option, terminate all or any part of the Services or the Contract forthwith, without cause, at any time by giving no less than 30 days' prior written notice to the Contractor, subject to the provisions of Clause 41.2 (Reimbursement to Contractor).

### **41.2 Reimbursement to Contractor**

In the event of termination under the provisions of Clause 41.1 (Termination by Corporation without Cause), the Corporation's sole liability in respect of such termination shall be to pay to the Contractor (a) all sums properly due to the Contractor under the Contract in respect of the Services (or terminated part thereof) up to the date of termination.

### **41.3 Termination of contract for Death**

If the successful bidder is a proprietary concern and proprietor dies or if the successful bidder is a partnership concern and one of the partner dies then unless, the CWC is satisfied that the legal representative of the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the CWC is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased successful bidder and/or to the surviving partners of the successful bidder's firm on account of the cancellation of Contract. The decision of the CWC in such assessment shall be final & binding on the parties. In the event of such cancellation, the CWC shall not hold the estate of the deceased successful bidder and/or the surviving partners of successful bidder's firm liable for any damages for non-completion of the Contract.

### **41.4 Termination due to Default**

41.4.1 The Corporation may, at its option, terminate all or any part of the Services or the Contract forthwith by written notice to the Contractor, where: -

- (a) the Contractor has breached any of its obligations under the Contract, provided that, where remediable, the Corporation has notified the Contractor of such breach in writing and the Contractor has, upon receipt of such notice, failed to immediately commence and thereafter continuously proceed to remedy such breach to the Corporation's reasonable satisfaction; or
- (b) the Contractor is not ready to commence the Services at the Site by the Commencement Date; time being declared as essence of the Contract for commencement of the Services by the Commencement Date; or
- (c) the Contractor fails to provide the Performance Security in the form of Bank Guarantee (as per clause 15 and Bank Guarantee as stipulated under this Contract;
- (d) as provided in Clause 40 (Insolvency), if one or more of the circumstances in that Clause apply.
- (e) the Contractor has breached the Undertaking given under Exhibit-6 in respect of hiring of certified skilled workforce under Skill India and Deployment of modern technology/ mechanized operations.

41.4.2 If termination occurs pursuant to this Clause 41.3 or 41.4, above, then the Corporation's sole liability to the Contractor shall be to pay to the Contractor all sums properly due to the Contractor under the Contract in respect of the Services (or terminated part thereof) up to the date of termination after adjusting all dues/liabilities of the contractor. Nothing shall be due and payable to Contractor if it fails to commence the Services at the Site by the Commencement Date.

41.4.3 On termination under this Clause, the Contractor in default, shall be debarred from participating in any future tenders of the Corporation for a period of five years. After completion of such five years, the defaulting Contractor may be permitted to participate in the future tenders of the Corporation provided that all the recoveries/ dues/ adjustments have been effected by the Corporation and there is no dispute pending with the Contractor.

41.4.4 On occurrence of any of the events contemplated under Clause 41.4.1, above, whether or not leading to termination of the Contract by the Corporation, 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 un-workman like performance of any of the services under the contract and to claim from the contractors any resultant loss sustained or cost incurred. The Contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The non performing/defaulting H&T 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, CWC, RO/CO (Address of the RO/CO) whose decision in the matter shall be final and binding.

#### **41.5 Saving of Rights**

The termination or expiry of this Contract shall be without prejudice to the rights and obligations of the Parties up to and including the date of such termination or expiry, and shall not affect or prejudice any term of this Contract that is expressly or by implication provided to come into effect on, or continue in effect after, such termination or expiry.

#### **41.6 Consequences of Termination**

In the event of termination under any provision of this Contract, the Contractor shall:

- (a) promptly cease performance of the Services (or relevant part thereof) and, as directed by the Corporation, clear all unnecessary Contractor's Equipment and Contractor's Personnel from the Site;
- (b) allow the Corporation all necessary rights of access to the Site to take over the Services (or relevant part thereof); and
- (c) if, and to the extent, requested by the Corporation assign any subcontracts or other rights and titles relating to the Services (or relevant part thereof) which the Contractor may have entered into or acquired.

#### **41.7 Survival of Clauses upon Expiry/Termination**

The provisions of the Contract including Clauses 29 (Warranty), 32 (Payment), 33 (Taxation), 34 (Indemnities), 35 (Consequential Loss), 41 (Termination), 38 (General Legal Provisions) and 45 (Governing Law and Jurisdiction) shall survive the expiry or termination of the Contract and shall remain in full force and effect after such date.

## **42 SUSPENSION**

### **42.1 Suspension without Cause**

The Corporation shall have the right, without cause, at any time to require the Contractor to suspend the Services (or part thereof) under this Contract on giving notice



to the Contractor. Such notice shall include an estimate of the duration of the period of suspension (the "Suspension Period"). The Services (or relevant part thereof) shall resume at the end of the Suspension Period or at such other date as the Corporation may by notice in writing to the Contractor specify.

## **42.2 Suspension Due to Default**

42.2.1 If the Contractor is in breach of any of its obligations under this Contract [including, without limitation, any breach of Clause 25 (Health Safety and Environment)], the Corporation shall, subject to Clause 42.2.2, be entitled to immediately suspend the Services (or part thereof) by written notice to the Contractor until such time as such breach has been remedied by the Contractor, in which case no rates or other amounts shall be payable to the Contractor in respect of such period of suspension.

42.2.2 Except in the case of a breach which in the reasonable opinion of the Corporation is likely to endanger the safety of any persons or property, the Corporation shall, prior to issuing any suspension notice pursuant to Clause 42.2.1, notify the Contractor of the breach. Following receipt of such notice, if the Contractor fails to immediately commence and thereafter continuously proceed to remedy such breach to the Corporation's reasonable satisfaction, the Corporation may issue the suspension notice pursuant to Clause 42.2.1.

## **42.3 Procedure following Suspension Notice**

Following receipt of a notice to suspend the Services, the Contractor shall discontinue the Services (or relevant part thereof) and follow any specific requirements of the Corporation with regard to the safety of the Services during any period of suspension.

## **43 PERMITS, LAWS AND REGULATIONS**

### **43.1 Permits and Authorizations**

43.1.1 Except to the extent that the same have been obtained by the Corporation, the Contractor shall, at its own cost, be responsible for obtaining all certificates, licenses, permits, clearances, approvals and authorizations required for the performance of the Services and in respect of the Contractor's Equipment and the Contractor's Personnel and for all approvals and permits required for the Contractor to engage in business and provide services of the nature contemplated by this Contract. The Contractor shall at all times ensure compliance with all such certificates, licenses, permits, approvals and authorizations referred to in this Clause 43 (Permits, Laws and Regulations). For the avoidance of doubt, the provisions of this Clause 43 (Permits, Laws and Regulations) pertain not only to the present legal and Government requirements, but also to the legal and Government requirements for the entire period of the Contract (including any extension thereof).

43.1.2 The Contractor shall apply for license to the prescribed licensing authority through the Corporation in terms of Section 12 of the Contract Labour (Regulation & Abolition) Rules, 1970 before entering upon any work under the Contract. The Contractor shall also obtain temporary licenses, whenever required, under Rule 32 of the relevant Rules

in cases, where he intends to employ more labour in number than that mentioned in the regular license, for short durations not exceeding 15 days. The Contractor shall also make an application through the Corporation for renewal on the expiry of the regular license. The Contractor shall get the temporary license renewed, whenever necessary, through the Corporation. If for any reason, the application for a license is rejected by the licensing/appellate authority, the Contract shall be liable to be terminated at the risk and cost of the Contractor and the decision of the Regional Manager in this regard shall be final and binding on the Contractor.

#### 43.2 **Laws**

43.2.1 The Contractor, during the period of this Contract, shall be responsible for maintaining legal and statutory compliances (the “Compliances”) with respect to its Equipment(s), Personnel(s) employee(s) and/or nominees, including payment of all relevant social security benefits, under all the Labour Law legislations, as may be applicable to the Contractor, from time to time.

43.2.2 The Contractor shall be responsible for the compliances with all the rules, regulations and/or directions issued by any Local Authority such as Railway, Police, Municipal authorities etc.

43.2.3 The Contractor shall be required to maintain a register showing the details of payments made to the relevant statutory authorities with respect to the Compliances, which register along with the monthly challans shall be made available by the Contractor for verification (**Audit**) by Corporation Representative(s), upon request, from time to time.

43.2.4 The Parties hereby agree that any violation of the laws with respect to any of the employee/nominee supplied by the Contractor, under any legal enactment, made by any Government Authority and/or State Government/Local Authority, including, without limitation, the Workmen’s Compensation Act, 1923, Employees’ Provident Funds and Miscellaneous Provisions Act, 1952, Maternity Benefit Act, 1961, Contract Labour (Regulation and Abolition) Act, 1970, the Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976, Minimum Wages Act, 1948 or the Industrial Disputes Act, 1947, or any other labour law legislation, as the case may be, either existing or that might come into effect during the performance of Services under this Contract, shall be the sole responsibility of the Contractor, which shall, if necessary, volunteer itself before any forum or court of law to clarify any confusion or dispute arising from any such violation of the laws.

The Contractor acknowledges that the Corporation is obliged to pay compensation to a workman employed by the Contractor under sub-section (1) of Section 12 of the Workmen’s Compensation Act, 1923. During the performance of the Contract, the Corporation, without prejudice to its rights under Sub-section (2) of Section 12 of the said Act, shall be at liberty to recover such amount or any part thereof, in terms of Clause 22.2 (Vitiating and Set-off), by deducting it from the Performance Security or from any sum due by the Corporation to the Contractor, whether under this Contract or otherwise.

43.2.5 Without prejudice to the above and notwithstanding the fact that any other legislations, enactments or any statutory modifications thereof, are applicable or not to the

employee/labour/worker/Personnel provided by the Contractor under this Contract, the Contractor shall adhere to the obligations, including but not limited to, as referred in **relevant exhibit attached** to this Tender document.

### 43.3 Indemnity

**43.3.1** The Contractor shall defend, indemnify and hold the Corporation harmless from and against any Claim, in connection with Clause 43 (Permits and Authorisations) and 43.2 (Laws), which may be levied or imposed on the Contractor or its subcontractors by any Government Authority, State Government/ Local Authority arising out of or in connection with the performance of this Contract.

43.3.2 For the above purpose, the Corporation shall have the liberty to encash the entire amount (or part thereof) of the Performance Security and/or may appropriate such amount (or the part thereof) of the Performance Security towards satisfaction of any sum(s) due or all costs, damages or expenses for which the Contractor is liable to the Corporation under this clause. In case, the amount of Performance Security is not sufficient to cover the amount recoverable by the Corporation from the Contractor, the Contractor shall pay to the Corporation, on demand within the period so prescribed, the balance due and recoverable.

#### **44 AMICABLE RESOLUTION:**

- 44.1 Any dispute, difference, or controversy of whatever nature howsoever arising under, out of, or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in sub-clause below.
- 44.2 A Joint Committee with an equal number of representatives (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s ABC (Successful Bidder) shall be constituted for the administration of the agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.
- 44.3 The Joint Committee comprising three authorized representatives including the concerned Regional Manager of CWC and an equal number of authorized representatives of M/s ABC concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle-free operation so long as the overall structure of this agreement does not change.
- 44.4 In the event of any Dispute between the Parties, which could not be resolved by the Joint Committee, either Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the M/s ABC or such persons nominated by them, for the time being, for mutually arriving at an amicable settlement.
- 44.5 Upon such reference, the said two persons shall meet not later than 30 days from the date of such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 30 days of the such meeting between the said two persons, either party may refer the dispute to arbitration in accordance with Clause 45.2.

#### **45 GOVERNING LAW AND JURISDICTION**

##### **45.1 General**

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

##### **45.2 Dispute Resolution**

- 45.2.1 Any dispute, disagreement, claim or other difference arising out of or in connection with this Contract (a "Dispute") shall be resolved in accordance with Clause 45.2 (Dispute Resolution).
- 45.2.2 In case, the Parties are unable to resolve any Dispute through amicable resolution, either Party shall be entitled to refer such Dispute to arbitration by serving notice on the other Party.
- 45.2.3 In cases where the claim amount is INR 50 Crores or less, the Arbitral Tribunal shall consist of a Sole Arbitrator, to be appointed mutually by both the parties.
- 45.2.4 In cases where the claim amount is in excess of INR 50 Crores, the Arbitral Tribunal shall consist of three members, one to be nominated each by a party and the presiding arbitrator to be appointed by the two nominated arbitrators.
- 45.2.5 The Parties agree that the arbitration proceedings shall be governed by the provisions

of the Arbitration and Conciliation Act 1996 of India (or any statutory modification or re-enactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be at DELHI.

- 45.2.6 The arbitral proceedings in respect of a particular dispute shall commence on the date on which the arbitrator call upon the party to file its claim.
- 45.2.7 The Contractor shall be obliged to continue to provide the Service(s) to the Corporation under the Contract or the Scope of Work, during the arbitration proceedings and no payment due or payable to the Contractor (except payment in dispute) shall be withheld on account of such proceedings.
- 45.2.8 The cost of arbitral proceedings shall be borne by the party/parties in the discretion of the sole arbitrator.
- 45.2.9 The arbitration award shall be a reasoned award. The same shall be final and binding on the Parties. The right to refer any Dispute to arbitration pursuant to this Clause 45.2 (Dispute Resolution) shall survive the expiry or termination of the Contract.

## **46 FORCE MAJEURE**

### **46.1 General**

- 46.1.1 No failure or omission by either Party to carry out or to perform any of the terms or conditions of this Contract shall give the other Party a claim against such Party, or be deemed a breach of this Contract, if and to the extent that such failure or omission arises from Force Majeure.
- 46.1.2 The Party prevented from performing due to Force Majeure shall promptly, and in any case within 48 hours, notify the other Party of the nature and anticipated duration thereof and shall use all reasonable endeavours to resume performance of this Contract as soon as reasonably possible. The Party prevented from performing due to any such cause shall, in addition, furnish the other Party with such information in respect of such cause as the other Party may reasonably require.

### **46.2 Definition**

- 46.2.1 The term “Force Majeure”, as used in this Contract, shall mean and shall only mean the following:
- a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, military invasion, insurrection of military or usurped power; or
  - b) ionizing radiations or contamination by radio-activity from any nuclear waste, or radio-active, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof (other than arising out of any radiation source used by the Contractor in relation to the Services); or
  - c) earthquake, flood (excluding normal seasonal rain/shower), tsunami, Pandemic or any other natural disaster, but excluding weather or sea conditions as such, regardless of severity; or
  - d) fire or explosion (being fire or explosion not caused by the negligence of the affected Party or its sub-contractors); or
  - e) acts of Government which could not have been reasonably anticipated or controlled which makes performance impossible or impracticable.
- 46.2.2 For the sake of clarification, the Contractor acknowledges that any strike(s) by

Contractor's personnel, labour, or its sub-contractor's personnel, labour, which affects a substantial or essential portion of the Services to be provided to the Corporation, shall not be an event stipulated under the definition of Force Majeure. In such an event, the Contractor shall be fully responsible for any loss or damage that the Corporation may suffer on this account.

#### **46.3 Payment during Force Majeure**

46.3.1 Unless otherwise specified in the Contract, the Contractor shall not be entitled to any payment in respect of any period where the Services are not carried out as a result of Force Majeure, in case, the Contractor is required to provide Services during Force Majeure condition(s), the Contractor's remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement prior to rendering of such Services by the Contractor.

### **47 ACCEPTANCE OF TENDERS**

The Regional Manager, CWC, Regional Office \_\_\_\_\_ 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 /telegram/ fax/ email. Where acceptance is communicated by e-mail the same shall have to be acted upon immediately, without awaiting for the post copy in confirmation.

### **48 ENQUIRIES & CLARIFICATIONS:**

All enquiries/ clarifications are to be addressed **only** to:

The Regional Manager  
Central Warehousing Corporation,  
Regional Office-XXXXXXXXXXXX,  
XXXXXXXXXXXX  
Fax No.: XXXXXXXXXXXX, Phone: XXXXXXXXX  
E-Mail: xxxxxx@cewacor.nic.in

All queries that are received from bidder(s) shall be addressed by CWC during pre-bid meeting. CWC shall aggregate all clarifications and shall prepare a response, which shall subsequently be posted on the website [www.cewacor.nic.in](http://www.cewacor.nic.in), and [www.gem.gov.in](http://www.gem.gov.in). No separate communication shall be issued.

( \_\_\_\_\_ )  
FOR AND ON BEHALF OF THE  
REGIONAL MANAGER,  
CWC, REGIONAL OFFICE, \_\_\_\_\_

**CENTRAL WAREHOUSING CORPORATION**

(A Govt. of India Undertaking)

Regional Office \_\_\_\_\_

\_\_\_\_\_

No. CWC/RO-XXXX/Busi/H&T-\_\_\_\_\_/\_\_\_\_\_

Dated : MM/DD/YYYY

**E-TENDER DOCUMENT**

For Appointment of Regular H&T Contractor for **handling and transportation of (Name of Commodity)**

at Central Warehouse \_\_\_\_\_

<b>Date for downloading Tender Form</b>	<b>MM/DD/YYYY to MM/DD/YYYY</b>
<b>Last Date for online Submission of tender</b>	<b>Upto HH:MM Hrs. on MM/DD/YYYY</b>

Regional Office : [Address\_\_\_\_\_ ]

Phone Nos. : \_\_\_\_\_

Email : \_\_\_\_\_

Website : [www.cewacor.nic.in](http://www.cewacor.nic.in)

Tender Document is divided into 4 Volumes and 6 Sections as per below details:

<b>Volume</b>	<b>Section</b>	<b>Section Name</b>
Volume-I	Section-I	Notice Inviting Tender (NIT)
	Section-II	Pre-qualification Criteria (PQC)
Volume-II	Section-III	General Conditions of Contract (GCC)
<b>Volume-III</b>	<b>Section-IV</b>	<b>Scope of Work (SOW)</b>
	<b>Section-V</b>	<b>Special Conditions of Contract (SCC)</b>
Volume-IV	Section-VI	All Exhibits



## Volume-III

### Section-IV Scope of Work (SOW)

#### **PART-I: SERVICES**

**FOR STOCKS RECEIVED AT OR DESPATCHED FROM RAILWAY STATION/RAILWAY SIDING OR FOR STOCKS DELIVERED TO RECIPIENTS (RM may keep or remove the blow clauses as per applicability while floating the tender).**

#### **1. UNLOADING FROM WAGONS AT RAILWAY GOODSHED/RAILWAY SIDING LOADING INTO TRUCKS/ANY OTHER VEHICLES**

- a) The contractor shall unload the bags/boxes/packages of goods/commodity from wagons/rakes/jumbo rakes placed at the Railway station/Railway Siding or from trucks/any other vehicles, carry them and stack the bags in the Shed on the Platform/ground in accordance with the instructions of the Warehouse Manager or any officer acting on his behalf. They shall also perform the reverse services when directed.
- b) The contractor shall unload the bags/boxes/packages of goods/commodity from wagons/rakes/jumbo rakes placed at the Railway Station or at the Railway Siding as the case may be, or from trucks/or any other transport vehicles, carry them and directly load them into the trucks/any other transport vehicle or into wagons after stacking the bags wherever necessary in the Shed/on the Platform/ground in accordance with the instructions of the Warehouse Manager or any Officer acting on his behalf.

#### **2. TRANSPORT OF GOODS FROM THE RAILWAY STATION TO VARIOUS GODOWNS AND VICE-VERSA:**

The Contractor shall transport by trucks to be arranged by them such number of bags/boxes/packages of goods/commodity, sweepings, spillage etc.; as may be required, on day to day, by the Warehouse Manager or an Officer acting on his behalf, from the Railway Station to the various Godowns or vice-versa. The contractor shall take care not to mix bags of different kind of commodities containing different qualities of the same commodities and bags containing wet/damaged grains/stock/goods, sweepings etc; with bags of sound stock/commodities etc.

The contractor shall obtain from the Warehouse Manager or an officer acting on his behalf every evening particulars of the number of bags/packages/boxes of commodity, required to be transported the next day, the place where the trucks/carts should report for loading and the destination to which the goods would be

required to be transported. In special cases, they may be required to arrange transport at shorter notice and they shall be bound to comply with such requisitions. Payment for this service will be in accordance with the stipulation given in notes below the Schedule of Rates.

**3. UNLOADING FROM WAGONS AT RAILWAY SIDING OR FROM TRANSPORT VEHICLES AND STACKING THE COMMODITY BAGS/BOXES/PACKAGES etc. IN GODOWNS**

The Contractor shall unload the bags/boxes/packages etc. from wagons placed at the Railway Siding or from the trucks, stack the bags/boxes/packages etc. on the Platform/Ground wherever necessary through Mechanized operations. The commodity shall be stacked either in the form of conventional stack for bagged/packaged storage or in the form of side wall for enclosing a pit for flat storage up to 10, 16, **20 or beyond 20 high or as per** the instructions of the Warehouse Manager or an Officer acting on his behalf. The remuneration for stacking of bags/boxes/packages etc. on 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 except when the commodity unloaded from wagons placed at the Railway Siding are required to be transported by trucks to the godowns situated at a considerable distance from the Railway Siding in the same premises for which separate remuneration has been provided for.

**4. UNLOADING FROM WAGONS / TRANSPORT VEHICLES AND POURING THE STOCK/COMMODITY IN FLAT STORAGE PIT IN GODOWNS ( if applicable) :**

The Contractor shall unload the stock/commodity bags/boxes/packages etc. from wagons placed at the siding or from trucks, stack the bags/boxes/packages etc. wherever necessary on the platform/shed/ground, carry the bags/boxes/packages etc. to the Flat Storage pit wherever necessary through mechanized operations, cut open the mouth of the bags/boxes/packages etc. and pour the stock/commodity into the pit. Normally, the pouring of the stock/commodity will be required to be done in a baby pit built at convenient spot in a depot premises or may be required to carry the bags/boxes/packages etc. to the regular flat storage pit over the side walls and perform the services of cutting open the mouth of the bags/boxes/packages etc., pouring the stock/commodity there, levelling and shovelling. The side wall built with bags/boxes/packages etc. in the case of the baby pit shall be upto 10 high while that in the case of regular flat storage pit shall be upto 20 high (or as prescribed by Warehouse manager).

The remuneration for stacking of the bags/boxes/packages etc. from Platform / Shed wherever necessary and for providing the means of carriage mentioned above shall be deemed to be included in the contract rates for these services of unloading and loading. No extra remuneration on any account for such stacking and for use of means of carriage shall be paid except when the bags/boxes/packages etc. unloaded from wagons placed at the Railway Siding are required to be transported by trucks to the godowns situated at a considerable distance from the Railway Siding in the same premises for which separate remuneration has been provided for.

**5. LOADING INTO WAGONS FROM GODOWNS SERVED BY SIDING LOADING ON TRUCKS/OR ANY OTHER TRANSPORT VEHICLE FROM GODOWN FOR DISPATCHES OR FOR DELIVERY TO THE RECIEPENTS ( If applicable):**

The contractor shall remove the bags/boxes/packages etc. of stock/commodity from the stack inside the godowns, carry them wherever necessary through mechanized operations and load the bags/boxes/packages etc. of stock/commodity into wagons (in case of godowns served by Railway Siding) or load them on trucks or any other transport vehicle or in the alternative put the bags/boxes/packages etc. in a countable position after stacking, the bags/boxes/packages etc. wherever necessary on platform/ground for purposes of dispatch or for delivery to buyers in accordance with the instructions of the Warehouse Manager or an Officer acting on his behalf.

The remuneration for stacking of bags/boxes/packages etc. 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 and loading etc. No extra remuneration on any account as such for stacking and for use of the means of carriage shall be paid except when the bags/boxes/packages etc. unloaded from wagons placed at the Railway Siding are required to be transported by trucks to the godowns situated at considerable distance from the Railway Siding in the same premises for which separate remuneration has been provided for.

**6. CARRYING BY MEANS OF TRUCKS FROM RAILWAY SIDING TO THE GODOWNS OR VICE VERSA (If applicable):**

The contractor shall, as and when required by the Warehouse Manager or an Officer acting on his behalf, use trucks for carrying bags/boxes/packages etc. of stock/commodity from the godowns to the Railway Siding or from the Railway Siding to the godowns which are situated in the same premises but at a considerable distance from the Railway Siding. The Contractor shall be entitled for remuneration under this item for godowns, which are indicated in the tender. If, however, any Shed / Godowns constructed or added during the currency of the contract require the use of trucks for such services as provided herein, the use of trucks in such cases shall be specifically permitted by the Warehouse Manager or an Officer acting on his behalf, whose decision shall be final and binding on the contractors. The remuneration under this item is inclusive of the mechanized operation of loading into and unloading from trucks. Payment for this service will be in accordance with the stipulations given in notes below the schedule of rates. The payment under this item shall be in addition to item 3 or 4 or 5 of the Schedule of Rates.

**7. TRANSPORT OF COMMODITY (NOT PROVIDED FOR UNDER ITEM (2) AND (6) (if applicable)**

The Contractor shall, transport by trucks to be arranged by him, for such quantity of stock/commodity, as may be required from day to day by the Warehouse Manager or an Officer acting on his behalf, from one godown to another godown or from any place to another place in and around at Central Warehouse\_\_\_\_\_. The Contractor shall take care not to mix bags/boxes/packages etc. of different kinds of stock/commodity bags/boxes/packages etc. containing different qualities of the same

stock/commodity and bags/boxes/packages etc. containing wet/damaged stock/commodity sweepings etc., with bags/boxes/packages etc. of sound stock/commodity etc. The contractor shall obtain from the Warehouse Manager or an Officer acting on his behalf every evening, particulars of the number of bags/boxes/packages etc. of stock/commodity etc; required to be transported the next day, the place where the trucks should report for loading and the destination to which the goods would be required to be transported. In special cases, the contract or may be required to arrange transport at short-notice and they shall be bound to comply with such requisitions. Payment for this service will be in accordance with the stipulation given in notes below the Schedule of rates.

**b) HANDLING OF FP COTTON BALES AT CWC GODOWNS/WAREHOUSES /CENTERS (If applicable)**

The contractor shall , as and when required by the Warehouse Manager or an Officer acting on his behalf de-stack the FP cotton bales from the stack and move/roll the FP bales to the platform manually or through trolleys/ handling equipment/conveyor belts and shall arrange to load the FP Cotton Bales or Allied Materials etc. on the trucks /any other transport vehicle from the concerned CWC Godown /centers etc. The contractor shall ensure that no stocks/units are damaged or lost. The contractor shall ensure proper rolling/carrying of bales at the time of delivery. The contractor shall, as and when required ensure sample cutting, weighing of bales, unload from truck or trolley and stacking of tarpaulins (including rolling)/destacking and loading of tarpaulins in to truck or trolley(including rolling) . The contractor shall unload from truck or trolley and stacking of grey cloth bales (including rolling)/destacking and loading of grey cloth bales into truck or trolley(including rolling).

**8. WEIGHMENT( if applicable) :**

The Contractor shall under their supervision weigh such number of bags/boxes/packages etc. of stock/commodity, as may be required, after placing the bags/boxes/packages etc., wherever necessary, before weighment or by placing the bags/boxes/packages etc., wherever necessary after weighment. The remuneration for this service shall be deemed to include placing of bags/boxes/packages etc., wherever necessary, near the scale either before or after weighment, carrying out the weighment by placing the bags/boxes/packages etc. on the scale and removing the bags/boxes/packages etc. from the scale. Weighment of stock/commodity 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 bags/boxes/packages etc. 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, standardization, cleaning 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.

**B. WEIGHMENT OF FP COTTON BALES AT CWC GODOWNS/WAREHOUSES /CENTERS (If applicable).**

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 weighing or by placing the bales, wherever necessary after weighing. The remuneration for this service shall be deemed to include placing of bales, wherever necessary, near the scale either before or after weighing, carrying out the weighing by placing the bales on the scale and removing the bales from the scale.

Weighing 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 weighing is performed unless weighing is included specifically in a service Like physical verification, etc. The contractor shall be responsible to supply adequate and sufficient number of scales for weighing. 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.

**9. REMOVING BAGS/BOXES/PACKAGES ETC. FROM STACKS AND POURING CONTENTS INTO FLAT STORAGE (if applicable) :**

The Contractor shall, when required, remove bags/boxes/packages etc. of stock/commodity from stacks in the same or any other godown or from the side wall of a flat storage, cut open mouth of the bags/boxes/packages etc. pour the stock/commodity into the flat storage and carry out shovelling and leveling of the stock/commodity.

**10. FILLING LOOSE STOCK/COMMODITY FROM FLAT STORAGE (if applicable) :**

Stock/Commodity from Flat Storage will normally to be taken out by evacuators or grainveyors supplied and operated by the Corporation. The evacuators will either discharge the stock/commodity into the baby pit or feed the hoppers of the automatic/weighing and filling machines (velosac machines) which are designed to fill the bags/boxes/packages etc. upto a prescribed weight. The contractor shall supply the number of skilled workforce required in the operations of these machines, in accordance with the instructions of the Warehouse Manager or an officer acting on his behalf. However, the contractor, when required shall with their labour, take the loose grains out of the flat storage pit, making a baby bulk stock/commodity pit. If necessary, and fill the loose stock/commodity into empty gunnies/packing material, carry them to scales, bring them upto a prescribed standard weight, stitch the bags/boxes/packages etc. with at least 16 stitches ( or as prescribed) and stack them in the same or any other godowns(s) or load them into wagons/transport vehicles.

**NOTE :**

**“In case of bags/boxes/packages etc. weighing above 4% of the prescribed weight ( as per SOR) ( eg. Bags of 42Kg and 52Kg in places of 40 Kg & 40 Kg) the same rates will be applicable for handling operations”.**

## **PART - II OTHER SERVICES (If applicable)**

### **11. PHYSICAL VERIFICATION (if applicable):**

The contractor shall, under their supervision, weigh such number of bags/boxes/packages etc. of stock/commodity as may be required for physical verification. Weighment for this service shall be deemed to include carrying bags/boxes/packages etc. from stacks, to weighing scales, putting them on scales, carrying out weighment, removing bags/boxes/packages etc. from scales, doing interim stacking inside or outside the godown, as and where necessary, carrying the weighed bags and stacking them upto **10, 16, 20, or beyond 20 high or as directed** by Warehouse Manager or an officer on his behalf. Normally, the weighed bags/boxes/packages etc. will be required to be restacked in the same godown or outside the same godown. It may, however, be necessary to restack the weighed bags/boxes/packages etc. in another godown.

### **12. STANDARDISATION (If applicable):**

The contractor shall, with under their supervision, standardize such number of bags/boxes/packages etc. of stock/commodity, as may be required by the Warehouse Manager or an Officer acting on his behalf. Standardization shall be deemed to include carrying bags/boxes/packages etc. from stacks to weighing scales, cutting open the mouth of the bags/boxes/packages etc. putting bags/boxes/packages etc. on the scales, putting in or taking out stock/commodity from each bags/boxes/packages etc. as may be necessary in order that each bags/boxes/packages etc. contains the standard weight of stock/commodity as fixed by the Warehouse Manager or an officer acting on his behalf, removing the bags/boxes/packages etc. from the scales; restitching the bags/boxes/packages etc. with at-least 16 stitches (as prescribed) on each bags/boxes/packages etc., doing interim stacking inside or outside the godown as and where necessary, carrying the standardized bags/boxes/packages etc. and stacking upto **10, 16, 20, or beyond 20 high ( as prescribed)** loading into wagons/trucks or any other vehicle as directed. When the standardized bags/boxes/packages etc. are not required to be restacked or loaded, such bags/boxes/packages etc. shall be left in a countable position on the floor of the godown. The standardized bags/boxes/packages etc. shall be stacked in the same godown or in another godown, as directed by the Warehouse manager or an Officer acting on his behalf. In all such cases, payment will be done for actual number of bags/boxes/packages etc. received after standardization.

### **13. FILLING GUNNIES/PACKING MATERIAL WITH LOOSE STOCK/COMMODITY TO A PRESCRIBED WEIGHT, STITCHING AND STACKING / LOADING DELIVERY (if applicable):**

Contractor shall, where necessary, make heap (or Palla) of any loose stock/commodity, sweepings, damaged stock/commodity etc., available in the godowns or anywhere else and fill the same into empty gunny bags. The filled bags/boxes/packages etc. shall be carried to scales, brought to the prescribed standard weight, stitched with at least 16 stitches ( as prescribed) and stacked or dispatched/delivered, as required.

**14. CLEANING (if applicable):**

The contractor shall, as and when required, with their labour, clean the foodgrains, sweepings etc; Cleaning shall be deemed to include restacking the bags, weighing them to ascertain the pre-cleaned weight carrying them to the place assigned for cleaning and subject to such process as winnowing, sifting, passing through the sieves or other methods of cleaning as cleaning by machines etc., removing the cleaned grains, filling the grains in bags, weighing them to a standard weight prescribed by the Warehouse Manager or any Officer acting on his behalf, stitching the bags firmly with at least 16 stitches and carrying the standardized bags and stacking them upto 10, 16, **20, or beyond 20 high** or loading them into wagons/trucks/transport vehicles as directed, collecting the refraction, filling them in bags as directed, weighing them and stacking upto 10, 16, **20, or beyond 20 high** or loading/ delivering them as directed. Payment will be made only for the number of bags received after cleaning and standardization. No separate payment for the bags filled with refractions will be made.

b) For other commodity :

The contractor shall, as and when required, with their labour, clean the\_\_\_\_\_ (Name of the commodity), sweepings etc; Cleaning shall be deemed to include restacking the bags/packets/bales etc. , weighing them to ascertain the pre-cleaned weight carrying them to the place assigned for cleaning and subject to such process as winnowing, sifting, passing through the sieves or other methods of cleaning as cleaning by machines etc., removing the cleaned grains, filling the grains in bags bags/packets/bales etc. , weighing them to a standard weight prescribed by the Warehouse Manager or any Officer acting on his behalf, stitching the bags/packets/bales etc. firmly with at least 16 stitches (or as prescribed) and carrying the standardized bags bags/packets/bales etc. , and stacking them upto 10, 16, **20, or beyond 20 high(or as prescribed)** or loading them into wagons/trucks/transport vehicles as directed, collecting the refraction, filling them in bags as directed, weighing them and stacking upto 10, 16, **20, or beyond 20 high ( or as prescribed)** or loading/ delivering them as directed. Payment will be made only for the number of bags/packets/bales etc. received after cleaning and standardization. No separate payment for the bags/packets/bales etc. filled with refractions will be made.

**15. DRYING OF DAMAGE : stock/commodity (If applicable):**

The contractor shall undertake drying of damaged stock/commodity, whenever required. Drying shall be deemed to include carrying stock/commodity bags/boxes/packages of goods/commodity, from stacks or anywhere else from the godown, cutting open the mouth of the bags/boxes/packages of goods/commodity spreading the stock/commodity inside or outside the godown and after drying making them into a palla, filling loose ~~grains~~ stock/commodity into empty gunnies upto a prescribed weight, stitching and stacking the bags/boxes/packages of goods/commodity in the same or another godown up to 10, 16, **20, or beyond 20 high (or as prescribed)** or loading /delivering them as directed. If weighment is required to be done before cutting open the bag /box/package of good/commodity, it will be paid separately. Payment under this service will be made only for the number of bags/boxes/packages of goods/commodity received after drying and standardization.

16. REBAGGING(If applicable): -

The contractor shall re-bag/box/package of good/commodity loose stock/commodity-or the contents of unserviceable bags/boxes/packages of goods/commodity into new bags/boxes/packages of goods/commodity supplied by the Corporation. Rebagging bags /boxes/packages of goods/commodity shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a palla if necessary, filling new bags/boxes/packages of goods/commodity upto a prescribed weight, stitching them, doing interim stacking inside or outside the Godowns, as and when necessary and stacking them upto 10, 16, **20, or beyond 20 high (or as prescribed)** and delivering/ dispatching as directed.

17. LOADING OF OPEN WAGONS( If applicable):

The contractor shall load or unload open Railway wagons, wherever necessary. In addition to the normal duties and responsibilities attached to the service of loading/unloading covered wagons, the contractor shall also perform all other Auxiliary services incidental to handling of open wagons.

18. LOADING OF BOX WAGONS (if applicable):

The contractor shall load/unload Box Type (Open) wagon, wherever necessary. In addition to the normal duties and responsibilities attached to the service of loading/ unloading covered wagons, the contractor shall perform all other auxiliary services incidental to the handling of box type wagons.

19. (A) BREAKING OF STACKS AND RESTACKING ( If applicable):

The contractor shall, as and when required, remove bags from any stack(s) in the godown and restack in the same or another godown up to 10, 16, 20 or beyond 20 high ( or as prescribed ).

(B) STACKING /REMOVING OF DUMPED BAGS/BOXES/PACKAGES OF GOODS/COMMODITY (If applicable) :

The contractor shall as and when required remove dumped bags/boxes/packages of goods/commodity from outside the godowns/platform and stacked in the same or another godown up to height in the slabs of 10,16,20, or beyond 20 high (or as prescribed).



20. COLLECTION OF SCATTERED BAGS/BOXES/PACKAGES OF GOODS/COMMODITY (If applicable):-

The contractors shall as and when required remove/collect the scattered bags/boxes/packages of goods/commodity from the godowns and stack them in the same or another godown up to 10, 16, 20, or beyond 20 high (or as prescribed).

21. BUNDLING OF EMPTY GUNNIES ( If applicable) :-

The contractor shall collect the empty bags/boxes/packages of goods/commodity released after various operations, rebagging, cleaning etc; and bundle them into bundles of 25 or 50 each, as directed by the Warehouse Manager or an officer acting on his behalf. The bundles shall be neatly made to allow verification and the twine required for tying or stitching the outer surface of the bundles shall be supplied by the **Contractor**. The bundles so made, shall be carried to the place assigned for storage of empty ~~gunnies~~ bags/boxes/packages of goods/commodity, and stacked in accordance with the instructions of the Warehouse Manager or an officer acting on his behalf. The remuneration for this service shall be deemed to be inclusive of the cost of twine required to be supplied by the contractor.

22. STENCILLING OF BAGS ( If applicable) :-

The contractor shall, through their workers and stenciling materials, stencil such number of bags/boxes/packages of goods/commodity as may be directed by the Warehouse Manager or an officer acting on his behalf. In full wagon load, the name of destination station in block English letters shall be stenciled on such number of bags/boxes/packages of goods/commodity as may be required. In the case of smalls, the particulars of the consignee, commodity and weight of the contents shall also be stenciled. The contractor may, with the prior permission of the Warehouse Manager or an officer acting on his behalf, mark the bags/boxes/packages of goods/commodity in the prescribed manner with brush and inedible ink instead of stenciling.

23. SUPPLY OF TRUCKS FOR WARAFERI WITH TWO WARNERS( If applicable) :-

The Contractor shall, whenever required by the Warehouse Manager or an officer acting on his behalf, supply one or more trucks for waraferi with two warners for full day or half day for transporting stock/commodity from one godown to another or for miscellaneous transport operations. The charges for supply of trucks shall be deemed to include the charges for the supply of two warner and no separate remuneration shall be paid thereof.

24. SUPPLY OF CASUAL LABOUR:

The Contractors shall provide such number of male or female Casual Labours whenever asked to do so at short notice during day or night by Warehouse Manager or an officer acting on his behalf.

The payment of casual labour wage shall be not less than the minimum statutory rates fixed by the appropriate authority from time to time during the currency of the contract.

The labour so supplied can be asked to do fumigation / brushing dusting, spraying or pumping with foot pump and undertaking prophylactic / curative disinfestations measures, whenever necessary.

CWC will make payment of casual labour to contractor which shall include Minimum wages as fixed by the Statutory authority from time to time plus EPF and ESI (if applicable). Service charges @ 5% on wage paid by the contractor excluding EPF and ESI (if applicable) will be given.

**25.** It shall be the responsibility of the Contractor to follow the direction(s) of the Warehouse Manager/ Regional Manager of the Corporation or an officer acting on their behalf, to undertake the following services(If applicable):

(i) Loading /unloading of crates, tarpaulins, stock/commodity, fumigation covers/ covers meant for covering, bamboo mats.

(ii) Shifting /transfer of filled bags/boxes/packages of goods/commodity with ~~grains~~ stock/commodity etc. from one truck/vehicle to another truck/vehicle.

(iii) Any other related work including dusting, fumigation/brushing, spraying or pumping cyanogas with foot pump etc.

Note: In regard to operations like destacking of stock/commodity bags/boxes/packages of goods/commodity from outside the godowns to carry them inside the godowns for stacking would be done by the contract labourers during receipt of levy rice/ other commodity and no separate amount would be payable by the Corporation for this operation.

**26.** Transfer and/or shifting of filled bags/boxes/packages of goods/commodity from one truck/ vehicle to another truck/ vehicle(if applicable).

**27.** The timeline for performing mechanized loading and unloading operations at warehouse by the contractor, if the distance between weighbridge to Loading /unloading point is (If applicable): -

Up to 250 Mtrs – 15 Minutes /100 bags/boxes/packages of goods/commodity or part thereof(or as prescribed).

Beyond 250 Mtrs – 20 Minutes /100 bags/boxes/packages of goods/commodity or part thereof( or as prescribed).

The timeline of operation will be calculated on the basis of time mentioned in weighment slip of loaded truck/ vehicle and weighment slip of tare vehicle taken at our Lorry weighbridge.

In case of weighment is done from outside weighbridge, the time will be calculated from the entry of truck/ vehicle inside the gate of the warehouse and exit of the truck/ vehicle at gate. Time mentioned on gate register for entry/exit will be considered for above timeline.

In the event of any fault or defaults on any particular day/days on the part of the contractor in performing services, a Penalty at the Rate of Rs. 50/- per hour or part thereof per truck/ vehicle, will be recovered from the contractor's bill irrespective of the size of the truck/ vehicle.

The decision of the Regional Manager regarding such failure of the contractor and its liability for the losses suffered by the corporation shall be final and binding on the contractor.

### **PART III: AUXILIARY, INCIDENTAL SERVICES AND DUTIES ( If applicable)**

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 of the Corporation. It shall render the Services to the satisfaction of the Warehouse Manager/Corporation or an officer acting on its behalf, together with such auxiliary and incidental duties, services and operation as may be indicated by the said officer(s) and that are not inconsistent with either the General Conditions of Contract (Volume- II) or the Scope of Work (Volume II). Remuneration for all auxiliary and incidental duties and services not specifically provided for in the Schedule of Rates for Services shall be deemed to be included in the remuneration for all the Services to be provided under Volume- I & II and Volume -III (Scope of Work).

1. 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.
2. The Contractor shall take adequate steps and necessary precautions to avoid wastage and damage to the stock/commodity etc; during the loading/unloading of trucks/ carts/ wagons/any other transport vehicle at the Railhead/ Godowns or any other loading/unloading point. The Contractor shall be liable for any loss which the Corporation may suffer on account of the bags/boxes/packages of goods/commodity not being properly handled. The decision of the Warehouse Manager regarding

such loss shall be final and binding on the Contractor. They shall spread their own tarpaulins or gunny bales at the loading/unloading points to avoid wastage and damage.

3. The Contractor shall provide sufficient number of tarpaulins for each truck/cart/any other transport vehicle to cover the bags/boxes/packages of goods/commodity of stock/commodity etc. during the rains and shall be responsible, if the stock/commodity etc; are damaged by rain through their (Contractors) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the Warehouse Manager in this matter shall be final and binding on the Contractor.

4. The Contractor shall provide their own planks and supporting bags/boxes/packages of goods/commodity to serve as ladders for the purpose of loading/unloading into/from trucks/carts/wagons or stacking, no filled bags/boxes/packages of goods/commodity (with ~~grains~~ stock/commodity etc;) shall be used in the operation.

5. The contractor shall ensure that their workers do not use any type of hooks for handling stock/commodity bags/boxes/packages of goods/commodity at any stage. The use of any 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. The decision of the Regional Manager regarding such losses shall be final.

6. The Contractor shall collect the relevant railway receipts and arrange to take delivery of consignment within the free time allowed by the Railways. If the railways receipts for a particular consignment is not available, the Contractor shall take delivery or arrange despatch of consignment of stock/commodity etc, at short notice and they shall be bound to comply with such request/s.

7. The Contractor shall prepare necessary forwarding notes, risk note forms, etc; in respect of consignments intended for dispatch by Railways.

8. If any consignment received has been booked on “freight to pay” basis, the Contractors shall pay freight by means of Corporation’s Credit-Note which they shall obtain from the Warehouse Manager or an Officer acting on his behalf. But if for any reason(s) these are not issued, the Contractor, shall themselves pay the freight in the first instance and then get reimbursed the same by submitting a stamped and pre receipted bill supported by vouchers.

9. The Contractor shall ensure before the commencement of unloading of each wagon that the wagon seals are intact and if any wagon seal is found to be tampered with, they shall bring the matter to the notice of the Railway authorities and delivery of such consignment shall be taken in the presence of the Railway representative. The Contractor shall promptly report it in writing to the Warehouse Manager or an Officer acting on his behalf.

10. The Contractor shall keep a complete and accurate record/account of number of bags/boxes/packages of goods/commodity unloaded from each wagon and in the event of any shortage being noticed, shall bring in writing such shortage promptly to the notice of the Warehouse Manager or an officer acting on his behalf and the Railway authorities concerned. They shall keep aside any stocks of damaged bags/boxes/packages of goods/commodity received in the wagons and after ascertaining the loss by weighment, report the fact to the concerned authorities viz, the Warehouse Manager or an Officer acting on his behalf and the Railways.

11. The Contractor shall, as and when required, be also responsible for the cleaning of the interior of any type of wagon prior to loading to the satisfaction of the officer(s) supervising loading/ dispatches. The remuneration for loading the wagons shall be deemed to include the remuneration for such routine cleaning of wagons, as and when, to the extent found necessary.

12. The Contractor shall, as and when required, be also responsible for hand shunting of wagons to/from loading /unloading points. The remuneration for loading/unloading of wagons shall be deemed to include the remuneration for such hand shunting of wagons and to the extent found necessary.

13. The Contractor shall, as and when required, be also responsible for revetting and sealing of the doors of the wagons at the time of dispatch, or removing rivets or seals at the time of receipts.

14. The Contractor shall obtain clear RAILWAY RECEIPTS in respect of consignments booked by them. If the Contractor finds any difficulty in getting clear R.R. in respect of consignment packed in new bags, they shall take up the matter with the railways. If in any case the Railway refuses to issue clear railway receipts, the Contractor shall bring the matter in writing to the notice of the Warehouse Manager or an Officer acting on his behalf. Copies of all correspondence in the matter shall be sent by the Contractor to the concerned Regional Manager/ Warehouse Manager and/ or to the Officer acting on his behalf.

15. The Contractor shall obtain railway receipts expeditiously from the Railway and immediately after obtaining them submit them to the Warehouse Manager/or an Officer acting on his behalf.

16. The Contractor shall also be responsible (as and when required) to put 6 labels each of the size 6"X 9" bearing the name of the destination station in each wagon at the time of dispatch(or as prescribed).

17. The Contractor shall provide adequate number of stitches and sweepers at their own cost at all loading/unloading and other operational points to carry out minor repairs to leaking bags/boxes/packages of goods/commodity with twine. The twine provided shall be three ply doubled up.
18. The Contractor shall also deploy adequate number of tally clerks at their own cost for maintenance of stock account in the godown and at the railway goodshed. The tally clerks would be deployed during all working days at the centre or as prescribed by the Warehouse Manager or his authorized representative for the warehouse operation and related jobs as may be required. The rates quoted for various items in the schedule shall be inclusive of expenses towards deployment of such tally clerks for accounting purpose at the warehouse and no liability whatsoever would accrue to the Corporation on account of them working for the Contractor.
19. The Contractor shall collect all sweepings and spillages of ~~foodgrains~~ stock/commodity from wagons floors, loading/unloading points/godowns and fill them after cleaning, if necessary, in slack bags/boxes/packages of goods/commodity or in other empty bags supplied by Corporation and firmly stitch them with at least 16 stitches (or as prescribed). The twine for this purpose shall be three ply doubled up and shall be provided by the Contractor.
20. The Contractor shall be responsible for unloading/loading the wagons within the free period allowed by the Railways and also for loading/unloading the trucks/carts/any other transport vehicles expeditiously. The Contractor shall be liable to make good any compensation demurrage/wharfage as per railways rules in force during the period of contract, or other charges or expenses that may be incurred by the Corporation on account of delays in loading/unloading of truck/carts and loading/unloading of wagons unless the delay is for reasons of Force Majeure under the Contract. The decision of the Regional Manager in this respect shall be final and binding on the Contractor.
21. The Contractor shall be responsible for obtaining consignee's receipts of all bags/boxes/packages of goods/commodity entrusted to them for carrying and for handing over the receipt next day to the Warehouse Manager or an officer acting on his behalf.
22. The Contractor shall strictly abide by all rules and regulations of Railways, Police, Municipal authorities and other local bodies.
23. The Contractor shall be required to re-stack the bags/boxes/packages of goods/commodity without payment of any extra charges if the directions for stacking the bags/boxes/packages of goods/commodity 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. The Contractor shall also be responsible for any loss which the Corporation may suffer on account of the bags/boxes/packages of goods/commodity not being properly stacked. In case the falling of stacks happen to be within three months from the date of original stacking of bags/boxes/packages of goods/commodity and for such restacking of bags/boxes/packages of goods/commodity, no remuneration shall be allowed to the Contractor. The decision of Regional Manager regarding such loss shall be final and binding on the Contractors.

24. The Contractor shall at the time of standardization, cleaning etc; ensure that the mouth of each bag /box/package of goods/commodity is cut open cautiously and with utmost care, so as to avoid any damage or loss to the bags/boxes/packages of goods/commodity and wastage of stock/commodity. The Contractor shall be liable for any loss to the Corporation on this account and the decision of the Regional Manager in the matter shall be final and binding on the Contractor.
25. The Contractor shall carry empty bags/boxes/packages of goods/commodity from the gunny storage godowns or from any other place indicated by the Warehouse Manager or an officer acting on his behalf to the place(s) of operations for bagging, rebagging etc. and no extra remuneration for such carriage of empty bags/boxes/packages of goods/commodity will be payable on any account.
26. In carrying out the various operations involving carriage of bags/boxes/packages of goods/commodity inside or, outside godowns, it is desirable that the mechanized equipment will be used by the Contractors at their own cost. No extra remuneration, whatsoever for the use of mechanized equipment; for carriage of bags/boxes/packages of goods/commodity shall be payable as it shall be deemed to be included in the rates provided for the relevant services.
27. The Contractor shall be responsible for keeping a complete and accurate account of all supplies of stock/commodity and empty gunny bags/boxes/packages of goods/commodity received by them from the Corporation and shall render accounts and furnish returns and statements in such a manner as prescribed by the Regional Manager or the Officer acting on his behalf.
28. 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.
29. The Contractor shall, whenever required, supply petromax lamps for carrying out work during night. The actual charges not exceeding Rupee one per light per night/day for lights hired by the Contractor for working at night or during day time

in such godowns which are insufficiently lit, will be paid by the Corporation on submission of bills supported by relevant vouchers in original. The bills for hire charges for lights shall required to be certified by the Warehouse Manager or an Officer acting on his behalf.

30. 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 negligent of 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.
31. 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 bag /box/package of goods/commodity or bags/boxes/packages of goods/commodity
32. The Contractor shall, when directed to do so, arrange to obtain tarpaulins/ ropes/ lashes supplied by the Railway, transport them, if necessary, spread tarpaulins over or inside open box type or leaky covered wagons as the case may be and tie the ropes/ lashes over the consignments of stock/commodity loaded in such wagons, with a view to ensure the safety of goods in rail transit and also untie ropes/ lashes and remove the tarpaulins from the wagons and perform all other auxiliary services connected with the handling of such wagons. The remuneration for loading/unloading of such wagons shall be deemed to include the remuneration for the aforesaid service also.
33. The Contractor shall display prominently on their trucks two or more sign boards as prescribed by the Corporation painted in black and white indicating that the stocks are carried on behalf of Central Warehousing Corporation. No extra remuneration, whatsoever will be payable for displaying such sign boards. The Warehouse Manager or an officer acting on his behalf shall have the right to disallow loading of any truck if the Contractor does not display prominently the sign boards of the aforesaid type.
34. The Contractor shall not indulge in corrupt practices like 'Dala' system and 'bait', failure to which shall be liable for penal action for such corrupt practices/ unfair means.



35. All taxes/levies/fees/charges payable to any Government Authority/State or Local Authority and the service charges payable by the H&T 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.
36. Rent for his office or Garage in the warehouse complex of the Corporation as also the charges for Water & Electricity utilized therein, by the Contractor shall be paid by the Contractor to Corporation together with **GST** due thereon, at the Rate as in force from time to time.
37. The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under, as amended from time to time and the Contractor will abide by such Rules, in regard to loading of vehicles. In addition, the Contractor shall follow the Carriage by Road Act, 2007 and/or any other law that may be enacted in respect of transportation of goods by Road or otherwise. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely liable for the same. Any Contractor resorting to overloading of the trucks in violation of the Rules will be treated as violating the Conditions of the Contract for which, this Contract is liable to be terminated, at the discretion of the Corporation.
38. 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.
39. Interim stacking whether inside or outside the Godowns wherever necessary in the services of physical verification and standardization, cleaning, drying, filling etc. shall be deemed to be included in the relevant service and no separate remuneration for such interim stacking will be paid on any account.
40. Similarly, carriage of bags/boxes/packages of goods/commodity by any mechanized equipments shall be deemed to be included in the relevant services and no separate remuneration shall be paid for such carriage, unless otherwise provided for.

**PART IV: Other Information and Obligations (If applicable):**

**(i) Mechanized Operations**

- a) The Contractor shall mandatorily bring in modern technology for loading and unloading operations at the same quoted price at its own cost. The contractor has to provide mandatorily mechanized loading/unloading points as under:-

Capacity of Godown	Mandatorily mechanized loading/unloading points to be provided by Contractor (minimum requirement)
Up to 20000 MT	1
20000 to 40000 MT	2
Above 40000 MT	3

- b) In addition to (a) above the Contractor shall have the option to bring in modern technology for all the loading and unloading points of operations in the Warehouse/Centre at the same quoted price at its own cost.
- c) CWC shall facilitate/permit use of such technology in CWC operations. The electricity bill in depot premises will be borne by CWC, no extra remuneration, will be payable by CWC to the contractor on this account.
- d) In case the contractor has to use other fuel options, the same shall be borne by the contractor at his own cost.
- e) If the contractor wishes to mechanize loading and unloading operations at rail-head the same shall be undertaken by the contractor at his own cost including electricity/fuel expenses.
- f) Contractor shall install the mandatory mechanized solution as stipulated in the (a) above within 60 days of award of work.

g) In case the contractor doesn't provide mechanized solution as per mandate given above, penalty as stipulated in the tender document shall be levied.

**(ii) GPS (Global Positioning System)**

The contractor shall provide GPS monitoring system at the respective warehouse for monitoring of truck movements including In/Out time.

The contractor shall provide GPS Tracking system on all the vehicles deployed for movement of empty/loaded trucks to and from railway good shed/siding to Godowns/Warehouses and Vice Versa etc, invariably. There will be a mechanism of monitoring system at Warehouse provided by the contractor under the control of Warehouse Manager, CW \_\_\_\_\_. The expenses on providing such system and its maintenance shall be borne by the contractor.

In case the contractor fails to provide such system and its monitoring at the warehouse or fails to maintain the same in working condition during the period of contract, this will be treated as a breach of contract and the action will be taken as per clause 41.4.1 of Tender Contract (Volume-II).

**(iii) Place of Operation( which ever is applicable may be incorporated & else may be deleted while floating the tender):**

The works in and around...../ .....in these presents shall mean and include the area within a radius of .....kilometer(s) from the Municipal Office/Railway Station of..... CWC warehouse comprises following groups of godowns:

<b><u>Existing Godown</u></b>		
1.	Godowns served by Railway Siding	Estimated Storage

		Capacity in Metric Tonnes
(a)	Comprising.....Sheds/godowns (Or any future godowns/sheds constructed/added) normally served from..... Railway Siding.	
(b)	Comprising.....Sheds / godowns (Or any future godown / Sheds Constructed/added) normally served from .....Railway siding.	
(c)	Comprising..... Sheds / godowns (or any future godowns / sheds constructed/added) normally served from.....Railway Siding.	
<b>TOTAL</b>		
2.	Godowns situated at a considerable distance from the Railway siding in the same premises requiring the use of trucks for carrying bags/boxes/packages of goods/commodity	
(a)	comprising----- sheds/godowns----- (or any future sheds/godowns constructed/added) requiring use of trucks for carrying bags/boxes/packages of goods/commodity from----- Railwaysiding.	
(b)	Comprising.....shed/godowns.....(or any futures sheds/godowns constructed/added) requiring use of trucks for carrying bags/boxes/packages of goods/commodity from .....Railwaysiding.	
(c)	Comprising.....sheds/godowns .....(or any future sheds/godowns constructed/ added/requiring use of trucks for carrying bags/boxes/packages of goods/commodity from.....Railway Siding.	
<b>TOTAL</b>		

3.	Godowns served by Railway Station/Goods Shed.....	
(a)	Comprising .....Nos. of Sheds/godowns (or any future sheds/godowns constructed/added) normally served from Railway Station.	
(b)	Comprising----- sheds/godowns(or any future sheds/godowns constructed/ added) normally served from Railway Station.	
(c)	Comprising----- sheds/godowns(or any future sheds/godowns constructed/ added) normally served from Railway Station.	
<b>TOTAL</b>		
Grand total Items 1, 2 and 3 above Godowns expected to be constructed/acquired during the proposed contract period		
1.	Comprising _____sheds/godowns _____ or any future sheds/godowns constructed/added) normally served from _____ Railway Siding	
2.	Comprising _____sheds/godowns _____ or any future sheds/godowns constructed/added) requiring use of trucks or carrying bags/boxes/packages of goods/commodity from _____ Railway Siding	
3.	Comprising _____sheds/godowns _____ or any future sheds/ godowns constructed / added) normally served from _____ Railway Siding	_____

Notes:

- (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 this Contract, 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 shall take action under Clause 41.4.1 of the General Conditions of Contract (Volume-II).
- (b) Weight of the stocks shall be required to be physically verified once in a year.
- (c) Non-standard bags/boxes/packages of goods/commodity on receipt shall be weighed cent per cent while standard bags/boxes/packages of goods/commodity will generally be weighed only 10 percent.
- (d) Non-standard bags/boxes/packages of goods/commodity may be required to be standardized in the godowns.

**(e) Route Diversion:**

- (i) Corporation shall have the right to change routes and increase or decrease the total mileage from time to time. This will not confer any right on the contractor to claim any extra amount as a result of such change
- (ii) In the case of events like imposition of restrictions on movement by Government Authorities on a particular route or in certain timings or diversion of routes on temporary basis due to civil works, law and order, festivals, etc. shall not form the basis for higher rates. The traffic has to be carried by the diverted route or in the permissible timings at the rates quoted in this tender.

No request for change in quoted rate(s) PER MT shall be considered on the plea of diversion/change in route from point to point on any account. All prospective bidders are advised to get fully acquainted with the distance before participating in the tender.

- (f) 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.

## Section-V Special Conditions of Contract (SCC)

### **1 COMMENCEMENT AND PROGRESS OF SERVICES**

#### **1.1 Commencement Date**

The Contractor shall ensure that it is in position ready to commence the Services at the Site no later than the Commencement Date; time being declared as essence of the Contract for commencement of the Services by the Commencement Date.

#### **1.2 Period of Contract**

**Unless terminated under the provisions of any other relevant clause, the term of this Contract shall be two (2) years from the Commencement Date.**

#### **1.3 Volume of Work**

The Contractor acknowledges that the Corporation gives no guarantee that all the items of work as detailed in the Scope of Work shall be performed or required to be performed by the Contractor. The Corporation do not guarantee any particular pattern of service at any time or throughout the period of the Contract. The mere mention of any item of work in the Scope of Work does not by itself confirm 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 it. The Scope of Work is intended merely, to give the Contractor, an idea of the approximate quantum of work, to facilitate and to make its own assessment for giving quotation in accordance with the Conditions of the Contract.

## **1.4 Services beyond the Scope of Work**

**1.4.1** The Contractor will have the right to represent in writing to the Corporation or the Regional Manager 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 the Scope of Work, as the case may be, and is not auxiliary or incidental to such Services. If no such representation, in writing, is received, the Contractor's right in this regard will be deemed to have been waived.

**1.4.2** The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract, or is not auxiliary or incidental to any of such services, shall be decided by the Regional Manager, whose decision shall be final and binding on the contractor.

**1.4.3** If the Corporation or the Regional Manager accepts that the particular service(s) is not covered under any of the Service(s) provided in the Contract or the Scope of Work, the Contractor's remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.

## **1.5 Progress of the Services**

The Contractor shall at all times carry out and complete the Services in accordance with the directions of the Regional Manager or the Warehouse Manager as may be given to or obtained by the Contractor or Contractor's Representative from time-to-time. The Contractor or Contractor's Representative shall report the progress of Services that are being discharged by the Contractor under this Contract, to the Corporation or the Corporation's Representative.

## **1.6 Completion Date**

Where a required completion date for Service(s) has been intimated by the Corporation or Corporation's Representative to the Contractor, the Contractor shall complete the Service(s)



in accordance with the Contract by no later than the said Completion Date; ; time being declared essence of the Contract for completion of such Service(s) by the Completion Date.

## **2 CONTRACTOR'S OBLIGATIONS – GENERAL**

### **2.1 Contractor's Performance**

**2.1.1** The Contractor shall perform the Services with all due skill, diligence and care and in a safe, competent and workmanlike manner in accordance with good and prudent practice and in accordance with the Scope of Work. The Contractor will further ensure the Mobilisation and Demobilisation to the satisfaction of the Corporation.

**2.1.2** Except to the extent that it may be legally or physically impossible or create a hazard to safety, the Contractor shall comply with the Regional Manager's instructions and directions on all matters relating to the Services.

**2.1.3** The Contractor shall provide all management, supervision, personnel, equipment, consumables, facilities and all other things, so far as the necessity for providing the same as is specified in this Contract, the Scope of Work (Volume-III) or is reasonably to be inferred from the Contract.

**2.1.4** The Contractor and/or its Representative shall be responsible for keeping a complete and accurate account of all food grains and/or allied commodities under this Contract, empty gunny bags/boxes/packages of goods/commodity received by them from the Corporation and shall render accounts and furnish returns and statements in such a manner as prescribed by the Regional Manager or the Officer acting on his behalf.

**2.1.5** The Contractor shall be responsible to supply adequate and sufficient labour (Contractor's Personnel), scales/trucks/carts/ Contractor's Equipment(s) for loading/unloading, transport and carrying out any other services under the Contract either in accordance with the instructions issued by the Regional Manager or an officer acting on his behalf or as per the requirement. If the Contractor fails to supply the requisite number of labour (Contractor's Personnel), Contractor's Equipments, the Regional Manager shall at his entire discretion without terminating the Contract be at liberty to engage other Contractor or Contractor's Personnel or Contractor's Equipment at the risk and cost of the Contractor, 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 gain resulting from such entrustment of the work by the Corporation to another Contractor.

### **2.1.6 Transit Loss**

The Contractor shall be responsible for the safety of the stock/commodity while in transit in their trucks/ carts/ any other transport vehicles and for delivery of quantity dispatched from the Railhead/ Godowns etc; as the case may be, to the destination or to the recipients to whom the stock/commodity etc., is required to be transported by the Contractor. The Contractor shall provide tarpaulins on decks of the trucks, so as to avoid loss of the stock/commodity, through the holes/services in the decks of the trucks. The Contractor shall exercise adequate care and take precautions to ensure that the stock/commodity bags/boxes/packages of goods/commodity are not damaged while in transit in its trucks/ carts /any other transport vehicles. The Contractor shall deliver the number of bags/boxes/packages of goods/commodity and the weight of stock/commodity received by it and loaded on its truck(s). The Contractor shall be liable to make good the value of any shortage, wastage, losses or damage to the goods in transit at twice the average acquisition cost as applicable from time to time for all stock/commodity other than sugar and thrice the average acquisition cost as applicable from time to time in respect of sugar except when Regional Manager (whose decision shall be final) decides that the difference between the weight taken at the dispatching and receiving ends is negligible and is due to the discrepancies between the scales, gain or loss in moisture or on account of Force Majeure event(s).Such recovery shall be without prejudice to the rights of Corporation to initiate civil/criminal proceedings against the defaulting contractor wherever it is suspected that the shortage/losses occurred due to deliberate/willful omission, theft, misappropriation, irregularities etc. committed by the Contractor or his representatives/employees.

The contractor shall not only be responsible for the quantity of road transit losses for the movement from warehouse to warehouse and from warehouse to good shed, but he shall also be responsible for the full bag/box/package of goods/commodity shortage, if any received at destination for all the stocks in both Rail and Road movements. Whatever amounts recover by the depositor will be recovered from the H&T Contractor.

2.1.7 The contractor shall be liable to carry out weighment at nearest weighbridge as decided / approved by CWC / DEPOSITOR where the distance between Goods shed to Warehouse or vice versa is more than 10 kms and ensure proper account of weighment of stocks as per direction of the Warehouse Manager. The contractor is responsible on account of road transit loss found if any while transportation based on weighment conducted between nearest weighbridge of Goods shed and CWC weighbridge.

### **3 CONTRACTOR'S EQUIPMENT**

#### **3.1 Contractor's Equipment – General**

3.1.1 The Contractor warrants that the Contractor's Equipment shall be adequate to conduct the Services, shall be new or as new, of good quality and workmanship and shall comply in all respects with the Specification under this Contract.

3.1.2 The Corporation shall be entitled, at any time, to inspect all or any part of the Contractor's Equipment. If any part of the Contractor's Equipment does not, at any time, meet the requirements of the Contract, then the Contractor shall upon notice from the Corporation promptly replace or repair such part of the Contractor's Equipment to ensure compliance with the Contract.

3.1.3 The Contractor warrants good title to all Contractor's Equipment.

3.1.4 The Contractor warrants that the Contractor's Equipment has been examined by inspectors of any relevant certifying authority no more than six months prior to the Effective Date and shall, for the duration of the Contract and any extension thereof, conform in all respects with all applicable current laws or statutory instruments setting out regulations to be observed in respect of the Services to be rendered under this Contract.

3.1.5 Any inspection of any item of Contractor's Equipment necessarily required during the currency of the Contract to ensure continued compliance with certification requirements, or for any other reason, shall be conducted at a time convenient to the Corporation (subject to any overriding limitation imposed by any certification authority). All costs connected with any such inspection shall be to the account of the Contractor.

3.1.6 The Contractor undertakes to comply with all statutory requirement(s)/ obligation(s) as may be applicable from time to time in respect of its Equipments. In case of non-compliance of such statutory requirement(s)/ obligation(s), the Contractor shall be responsible for the same and shall be liable to the Corporation in case, Corporation is vicariously held liable, in this regard by any Government Authority or the State Government/ Local Authority.

#### **3.2 Removal of Unserviceable Contractor Equipment**

3.2.1 The Contractor shall at its own expense, if required by the Government or if required by the Corporation for operational reasons, promptly remove from the Site, any Contractor's Equipment which may have been rendered unserviceable through any cause during the course of operations hereunder or otherwise deal with the Contractor's Equipment in accordance with the

Corporation's instructions, notwithstanding that the Contractor's Equipment may be insured and whether or not declared a loss.

**3.2.2** In the event that the Contractor fails to carry out its obligations under the foregoing Clause 3.2.1 within seven days of receiving notice from the Corporation, the Corporation shall be entitled to take such measures in respect of any such equipment and, at its sole discretion, shall be entitled to elect, at any time thereafter, to remove the same and shall be entitled to recover all costs and expenses so incurred from the Contractor (including, all the taxes which may be incurred).

## **4 CONTRACTOR'S PERSONNEL**

### **4.1 Contractor's Personnel – General**

**4.1.1** The Contractor shall, at its expense, provide and keep available for the Services, the Contractor's Personnel.

**4.1.2** The Contractor shall ensure that the Contractor's Personnel shall be, to the satisfaction of the Warehouse Manager, sufficient in number and quality to carry out the Services in accordance with the terms and conditions of the Contract, and will be suitably qualified and medically fit and certified, if necessary, to perform the Services required under the Contract.

### **4.2 Removal of Personnel**

**4.2.1** The Corporation Group may, at any time after the commencement of the Services and at its sole discretion, direct the Contractor in writing to remove any member of the Contractor's Personnel from the Site. The Contractor shall immediately comply with such direction and shall, as soon as reasonably practicable, replace, or procure the replacement of, such person with another person. The Contractor shall bear the costs of any such removal and replacement.

**4.2.2** The Contractor shall be responsible for the good conduct of its employee(s), representative(s) sub-contractor(s) or sub-contractor's employee(s) and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of itself, its servant(s), agent(s) or representative(s).

#### **4.3 Working Conditions and Discipline of Contractor Personnel.**

**4.4** The Contractor shall, at all times, be responsible for the conduct of the Contractor's Personnel and shall ensure that they comply with all applicable laws and honour and observe Indian standards of morality and behaviour.

**4.5** The Contractor shall adhere to, and ensure that its sub-contractors adhere to, all labour laws, regulations, standards and practices applicable in respect of the Site.

#### **4.6 Drugs and Alcohol**

Neither the Contractor nor any of the Contractor's Personnel shall, except for bona fide medical purposes, keep, sell, barter, give, dispense or otherwise dispose of any drugs or alcoholic liquors to any person at the Site or permit the same to be done by any person. Alcohol shall not be permitted at the Site save in a form generally used in medicine and forming a bona fide constituent of a medical kit. The Corporation's Representative or the Regional Manager reserves the right to search the property and person of any member of the Contractor's Personnel to ensure compliance with the provisions of this Clause 4.6 (Drugs and Alcohol). The Corporation's Representative and/or the Regional Manager may at his absolute discretion prohibit any member of the Contractor's Personnel to go on to the Site or other facility in the control of Corporation, or may require such person to leave the Site where he has reasonable grounds to suspect non-compliance with the provisions of this Clause 4.6 (Drugs and Alcohol).

### **5 TRANSPORT OF PERSONNEL AND EQUIPMENT**

#### **5.1 Contractor's Responsibility**

Unless otherwise specified in the Contract, the Contractor shall be responsible for providing any and all transportation for all Contractor's Equipment and Contractor's Personnel required in connection with the performance of the Services.

### **6 Liquidated Damages**

**6.1** The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags/boxes/packages of goods/commodity of stock/commodity etc. and take reasonable precautions to avoid wetting/damage/loss to stock/commodity during the transport. In the event of deficiency in

service by Contractor in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, Liquidated Damages @ Rs. 200/- per truck will be imposed by the concerned Regional Manager without prejudice to any other right or remedies under the contract and law.

## **6.2 Liquidated damages for not providing the mechanized solution:**

Contractor shall install mechanized solution within 60 days of award of work. In case the contractor does not provide mechanized solution as per mandate stipulated in the tender document, liquidated damages of Rs. 25,000/- per month per point shall be imposed after 60 days of award of work. The parties agree that this amount represents the genuine pre-estimate of damages on account of Contractor's failure to install the mechanized solution.

6.3 In the event of delay on the part of the Contractor in providing Services as stipulated in this Tender Document to the entire satisfaction of the Regional Manager or any officer acting on his behalf, the Corporation shall without prejudice to other rights and remedies under this agreement, have a right to levy Liquidated Damages from the Contractor @ Rs.2000/- per day or such lesser sum per day or part of a day of the delay as the Regional Manager in his absolute discretion may determine subject to the total liquidated damages not exceeding 15% of the Estimated Value of the Contract during the operation period of the Contract. The decision of the Corporation in regard to levy of above Liquidated Damages shall be final and binding on the parties. The parties agree that this amount represents the genuine pre-estimate of damages on account of Contractor's delay in providing the Services.

## **7 PRICES AND RATES**

### **7.1 Rates**

The Contractor shall, subject to the other provisions of this Contract and the provisions set out in Annexure-I to Contract Agreement (Compensation Schedule), be paid for the Services in accordance with the prices and rates set out in Annexure-I to Contract Agreement (Compensation Schedule).

## **7.2 Payments Due to the Contractor and Set-off**

**7.2.1** The Corporation shall be entitled to (i) recover from the payments already made under the Contract; and/or (ii) deduct or set-off from any payment due or becoming due to the Contractor under this Contract or any other Contract between the Corporation and the Contractor, all costs, damages or expenses for which the Contractor is liable to the Corporation under this Contract. The Contractor shall be liable for all costs and damages including, but not limited to, demurrages, wharfages, forfeiture of wagon, 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, for breach of any terms thereof, Contractor's failure to carry out the work with a view to avoid incurrence of demurrage, under Clause 2.1.6 (Transit Loss) and for all damages or losses occasioned to the Corporation due to any act whether, negligent or otherwise of the Contractor or its Personnel. The decision of the Regional Manager regarding such failure of the Contractor and its liability for the losses suffered by Corporation shall be final and binding on the Contractor.

**7.2.2** The Regional Manager/ Warehouse Manager/ Corporation shall also have the right to deduct from any amount, due to the Contractor, any sum required for making good, the loss suffered by Contractor's sub-contractor(s) and/or personnel(s), by reasons of non- fulfillment of any of the applicable Laws mentioned in Clause 43.2 (Laws)(Volume-II), non-compliances by the Contractor of the requirements of Labour laws detailed in relevant exhibit to this Tender Document, or non-payment of dues to the Contractor's Personnel. The Contractor shall not have any claim, issue or dispute as to whether or not such sum(s) paid to the Contractor's Personnel(s) directly or to any Government Authority, State Government/Local Authority under Clause 34.3 (Indemnity)(Volume-II), by the Corporation on behalf of the Contractor, was/were validly due.

**7.2.3** For the purpose(s) of this Clause, the Corporation shall have the liberty to deduct from any amount(s) due to the Contractor or /encash the entire amount (or part thereof) of the Performance Security and/or may appropriate such amount (or the part thereof) of the Performance Security towards satisfaction of any sum(s) due or all costs, damages or expenses for which the Contractor is liable to the Corporation under this Contract. In case, the amount of Performance Security is not sufficient to cover the amount recoverable by the Corporation from the Contractor, the Contractor shall pay to the Corporation, on demand within the period so prescribed, the balance due and recoverable.

**7.2.4** In furtherance to Clause 15.3.3, whenever the Performance Security falls short of the amount(s) specified in Clause 15 (Performance Security) of the General Conditions of Contract, the Contractor shall, within seven (7) business days from the date of receipt of communication from the Corporation in this regard, make good the deficit so that the total amount of Performance Security shall not, at any time, be less than the specified amount.

7.2.5 In addition to above, the Corporation shall have the right to claim from Contractor any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the Contractor.

## 8 ADDITIONAL BANK GUARANTEE

8.1 If applicable, an additional sum equivalent to 20% of the Estimated Contract Value [in addition to Clause No. 15.1 of General Conditions of Contract], in terms of undertaking provided by the Contractor under Exhibit- 1 and/or 10 at the time of submission of its Tender for relaxation of eligibility conditions and/or if the rates quoted by the Contractor are below schedule of rates, by way of an irrevocable and unconditional Bank Guarantee issued by any scheduled bank , which shall be enforceable till six months after the expiry of the Contract period.

8.2 The other terms and conditions as mentioned in Clause no. 15 of General Conditions of Contract, will apply mutatis mutandis regarding execution of Bank Guarantee, timelines for submission of Bank Guarantee, validity of Bank guarantee, consequences of non-submission, release of Bank Guarantee etc.

## 9 INFORMATION REGARDING PAST BUSINESS VOLUME ( which ever is applicable may be incorporated & else may be deleted while floating the tender):

9.1.1 The actual volume of works under four major operations in the previous Twenty Four (24) months are given hereunder:-

(i)	<u>Unloading</u> bags/boxes/packages of goods/commodity <u>from wagon and loading into trucks</u> (as per item 1(b)of SOR)	___ bags/boxes/packages of goods/commodity of 50kgs(or as prescribed). <b><u>(To be filled by CWC)</u></b>



(ii) )	<u>Unloading trucks and stacking in godowns</u>  (as per average of item 3(ii) of SOR)	___ bags/boxes/packages of goods/commodity of 50kgs (or as prescribed). <b><u>(To be filled by CWC)</u></b>
(ii) i)	<u>Loading of trucks</u> (as per item No.5ofSOR)	___ bags/boxes/packages of goods/commodity of 50kgs (or as prescribed) . <b><u>(To be filled by CWC)</u></b>
(i) v)	<u>Transport</u> (as per item 2(i) &(ii)of SOR)	<u>MT</u>  <b><u>(To be filled by CWC)</u></b>

**9.1.2** No definite volume of work to be performed is being guaranteed by CWC under the present tender inquiry and/or during the currency of the contract as and when executed. It should be clearly understood that no guarantee is given that all items of work as shown in the Scope of Work under 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.

## **10 LABOUR LAW(S) COMPLIANCES AND OBLIGATIONS**

**10.1** Contractor shall adhere to all general labour & statutory regulations, as may be applicable on it from time to time including, all necessary aspects such as minimum wages, PF, medical insurance, and accident insurance etc. for Personnel it engages for discharging its obligations under this Contract. The Contractor shall also comply with all Rules, Acts and Regulations made or as may be made by the Government Authority, State Government/ Local Authority from time to time pertaining to the Contract, pertaining to Labour Law(s).

10.2 Contractor shall submit copies of proof of statutory payments like insurance premium receipt, PF statement on quarterly basis to the Corporation/ Regional Manager for ensuring compliance.

10.3 Contractor shall strictly disburse salaries to its Personnel on time without fail. Contractor shall be responsible for collection & payment of taxes and any other statutory requirements made by any Government Authority, State Government/ Local Authority having jurisdiction, on behalf Personnel engaged.

10.4 While submitting monthly bill(s), Contractor shall submit all statutory registers (mentioned below) duly signed for the previous month to the Corporation/ Regional Manager. Acceptance of bill(s) shall be at the discretion of the Regional Manager in case of non-fulfillment of this condition.

10.5 The following is an indication and an inclusive list of Contractor's obligations under this Contract in respect of Labour Law(s) compliances:

10.5.1 The Contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the scheme framed there under in respect of the Personnel employed by it. The Contractor shall recover the amount payable by such Personnel and pay to the Corporation i.e. the Principal Employer under the said Act, the amount of member's contribution together with an equal amount of Contractor's contribution. If, on account of the default of the Contractor in making/depositing such payments or for any other reason, the Corporation makes such contributions on behalf of the contractor, the CWC shall be entitled to set off against the amount due to the contractor, the contributions made by it on account of his default in making payment or otherwise in respect of the labour employed by the Contractor.

10.5.2 The Contractor shall maintain and submit following Records & Returns prescribed under the EPF Act, 1952 and the Scheme framed there under to the Authority designated under the said Act and to the Regional Manager of the Corporation, or any officer acting on his behalf.

Form -2	Nomination & Declaration Forms to be submitted for new entrants
Form -3.	The Contribution Card for the currency period-annually.

Form -3-A	Contribution Card for the currency period from 1 <sup>st</sup> April; to 31 <sup>st</sup> March annually.
Form -4	Contribution Card for Employees other than monthly paid Employees annually.
Form -5	Return of Employees qualifying for the Membership.
Form -5A	Return of Ownership to be sent to the Regional Commissioner.
Form -6.	Return of the Contribution Card and Annual Statement of Contribution
Form -6A	Consolidated Annual Contribution Statement
Form -10	Form of Maintenance of Accounts.
Form -11	Balance Sheet.

Form -12-A	Statement of Contribution Monthly
---------------	-----------------------------------

**10.5.3** The Contractor shall, within 7 days of the close of every month, submit of the Principal Employer (Corporation), Statement showing the recoveries of Contribution in respect of Employees employed by or through him and shall have to furnish to him such information as the Principal Employer (Corporation) is required to furnish under the provisions of Employees Provident Fund Scheme 1952 to the Commissioner.

10.5.4 The Contractor shall maintain inspection Note Book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The Contractor shall also make available the same when asked for inspection to the Officer of the Regional Provident Fund Commissioner and to the Regional Manager of the Corporation or any officer authorized by him, acting on his behalf.

10.6 If the Contractor fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP Act, 1952 and Scheme framed there under and also to Regional Manager, Central Warehousing Corporation, CWC will be at liberty withhold the pending bills, Performance Security etc, and or any other payments due to the Contractor.

10.7 In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with the labour regulations enactments made by the State Govt./Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizably made, maintenance of wage book and wage slip, publication of the scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

10.8 Notwithstanding the fact whether the said legislations, enactments or any statutory modifications thereof, are applicable or not to the employees/workers employed by the contractor of shall comply with the following:-

#### **10.9 PAYMENT OF WAGES TO WORKERS:-**

10.9.1 The contractor shall pay not less than minimum wages to the workers engaged by them on either time rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the rate(s) notified by Appropriate Authority from time to time during the currency of contract period. Where such wages have not been so notified by the appropriate authority, the wages prescribed by the Regional Manager, as minimum wage, shall be made applicable. The Contractor shall maintain following records and registers as per Minimum Wages Act, 1948 & Central Rules made there under:

Form -I.	Register of fines.
Form -II.	Register of deduction for damage or loss caused to employer by the neglect or default of the employed person.
Form -III.	Annual return
Form -IV	D.T. Register for workers.
Form -V.	Muster Roll.
Form ; IXa	Abstract of the Act & Rules to be displayed on Notice Board.
Form XI.	Wage slips should be issued to the Contract Labour in a day prior to disbursement of wages.

**10.9.2 The proforma of Register of Fines and Deductions is indicated below:**

### Register of Fines

#### Register of Fines

Sl No.	Name	Father's/ Husband's Name	Sex	Department	Nature and date of offence	Whether work men show- caused against fine or not, if so enter date	Rate of Wages	Date and amount of fine	Date on which fine realized	Remarks

### 10.9.3 Register of Deductions for damages or loss caused to the Employer by the Labourer(s)

Register of Deductions for damages or loss caused to the Employer by the Labourer(s)

S l. N o.	Na me	Fathe r's/ Husb and's Name	S e x	Depart ment	Dam age/ loss caus ed and date	Whet her work men show - cause d again st dedu ction or not, if so enter date	Date and amou nt of dedu ction impo sed	Numb er of Instal ment, if any	Date on whic h dam age/ loss reali zed	Rem arks

**10.10 Weekly off:**

The contractor shall allow or cause to be allowed to the workers directly or indirectly employed in the work one days rest for six days continuous work and pay wages at the same rate as fro duty.

#### **10.11 Attendance Allowance:**

The contractor shall pay attendance allowance per day @ 50% of the daily wages notified by the Minister of Labour under the Minimum Wages Act from time to time to the regular workers generally employed by him on him on piece rate basis when such worker report for duty on the day but is not booked or given work for the day shift. Aforesaid wage/benefits at Clause 10.9, 10.10 & 10.11 shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. He General Manager shall have the right to deduct any sum due to the contractor required for making good the loss suffered by a worker of workers by reasons of non-fulfillment of the condition of the contract for the benefit of workers, non-payment of wages, or of deductions made from his or their wages which were not justified or not observations of the regulations/enactments mentioned in Clause 10.

#### **10.12 Welfare and Health of contract Labour Duties and responsibilities of the contractor:**

The contractor shall comply with the provisions as regards provision of canteen/rest room, latrine, Urinal, Washing facilities, first and facilities etc as follows as contained in the Contract Labour (Regulation & Abolition) Act 1970 and other applicable laws no amended from time to time.

- (a) Where contract labour in required to halt at night and work is likely to continue for three months, a rest room is to be provided by the contractor within 15 days.
  
- (b) Where 100 or more Contract Labour is likely to continue work for six monthly, the Contractor shall provide a Canteen within 60 days of employing labour.
  
- (c) Sufficient supply of drinking water at convenient places to be provided.
  
- (d) Sufficient number of latrines and urinals to be provided.



(e) Adequate and suitable washing, bathing places separately for men and women, shall be provided by the contract.

(f) First Aid ox (one box for 150 Contract Labour) to be provided in working hours.

### **10.13 Contract Labour (Regulation & Abolition) Rules, 1970**

(a) As pe Rule 25 (2) (VIII), every contractor shall file a return intimating commencement/completion of contract work within 15 days to the inspector in Form VI.A.

(b) As per Rules 75, the contractor shall maintain a Register of workmen Employed in Form-XIII and he shall also display hours of work, nature of duty etc.

(c) Every contractor shall issue a Service Certificate in Form-XV to the workman on termination of his services as per Rule. 77.

(d) As per Rule 82(1), every Contractor shall submit Half-yearly Returns in duplicate in Form-XXIV to Licensing Officer within 30 days from the close of Half-year.

(e) Notice to be displayed as required under Rule 81(1) and copy of such notice to be sent to Inspector as per Rule 81(2).

(f) The Contractor shall also maintain following records/ registers also:

- Muster Roll in Form XVI;
- Register for deduction for damage, loss in Form XX as per Rule 78(1)(a)(ii);
- Register of Fines in Form XXI;

· Register of Advances in Form XXII.

- (g) Employment Card shall be given by Contractor in Form XIV to each worker within 3 days of employment as per Rule 76, in the following format:

Temporary Contract Labour's Employment Card

1. Name of the Labour/Worker  
\_\_\_\_\_

2. Father's/ Husband's Name

\_\_\_\_\_

3. Date of Birth

\_\_\_\_\_

4. i) Address (Local)

\_\_\_\_\_

ii) Permanent

\_\_\_\_\_

5. Name and address of CWC Contractor

\_\_\_\_\_

6. Valid (Period of the Contractor)

From

\_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
**Signature and stamp of the Contractor/  
Authorised representative**



**CENTRAL WAREHOUSING CORPORATION**

(A Govt. of India Undertaking)



Regional Office \_\_\_\_\_

No. CWC/RO-XXXX/Busi/H&T-\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Dated : MM/DD/YYYY**

**E-TENDER DOCUMENT**

For Appointment of Regular H&T Contractor for **handling and transportation of (Name of commodity**

at Central Warehouse \_\_\_\_\_

Date for downloading Tender Form	MM/DD/YYYY to MM/DD/YYYY
Last Date for online Submission of tender	Upto HH:MM Hrs. on MM/DD/YYYY

Regional Office : [Address \_\_\_\_\_ ]

Phone Nos. : \_\_\_\_\_

Email : \_\_\_\_\_

Website : [www.cewacor.nic.in](http://www.cewacor.nic.in)

Tender Document is divided into 4 Volumes and 6 Sections as per below details:

<b>Volume</b>	<b>Section</b>	<b>Section Name</b>
Volume-I	Section-I	Notice Inviting Tender (NIT)
	Section-II	Pre-qualification Criteria (PQC)
Volume-II	Section-III	General Conditions of Contract (GCC)
Volume-III	Section-IV	Scope of Work (SOW)
	Section-V	Special Conditions of Contract (SCC)
<b>Volume-IV</b>	<b>Section-VI</b>	<b>All Exhibits</b>

## Volume-IV

### Section-VI All Annexures

#### **List of Exhibits**

<b>Sr. No.</b>	<b>Exhibit Name</b>	<b>Exhibit No.</b>
1.	UNDERTAKING, DECLARATION AND GENERAL DETAILS OF BIDDER	Exhibit-1
2.	PROFORMA FOR INFORMATION OF WORK EXPERIENCE CERTIFICATE TO BE FURNISHED BY THE TENDERER	Exhibit-2
3.	FORMAT OF NET WORTH	Exhibit-3
4.	FORMAT FOR POWER OF ATTORNEY	Exhibit-4
5.	UNDERTAKING BY SOLE PROPRIETOR FIRM	Exhibit-5
6.	UNDERTAKING FOR HIRING OF SKILLED WORKFORCE AND MECHANIZATION OF OPERATIONS	Exhibit-6
7.	FORMAT OF PRE CONTRACT INTEGRITY PACT	Exhibit-7
8.	FORMAT OF BID SECURITY DECLARATION	Exhibit-8
9.	FORMAT OF BANK GUARANTEE	Exhibit-9
10.	UNDERTAKING	Exhibit-10
11.	FORMAT FOR AGREEMENT ANNEXURE-I TO AGREEMENT	Exhibit-11
12.	FINANCIAL BID	Exhibit-12

<b>EXHIBIT-1</b>
<b>UNDERTAKING, DECLARATION AND GENERAL DETAILS OF BIDDER</b>

**(On Official Letter Head of the Bidder)**

Tender Ref. No.: GEM/\_\_\_\_\_

Date: \_\_\_\_\_

**1. Undertaking pertaining to Disqualification conditions**

1.	Whether your firm or any of its partner/company had been blacklisted by CWC 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 any of your contract was terminated due to your fault before expiry of Contract period by CWC or any department of Central or State Government or any other Public Sector Undertaking during the last Five years as on the last date of submission of bid ?	Yes/No
3.	Whether proprietor / any of the partners of the Bidder firm / any of the Director of the Bidder company have been, at any time, convicted by a court, for an offence.  Note: If the convicted person is acquitted by a decision of Court, the Bidder will be eligible to indicate "NO" in this checklist.	Yes /No

Note- 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 Bidder disqualified.

**2. Undertaking pertaining to Non-conflict of Interest**

I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company, 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/Company who has also applied for pre- qualification against same advertisement, please mention the name of the Firm(s)/Company(ies).

**3. Declaration about relationship with Officer(s) of CWC**

Following are the near relative of the Bidder working as Officer in the Central Warehousing Corporation:

Sr. No.	Name of Officer	Designation	Place of Posting	Remarks

**4. Un-Conditional acceptance of the Tender Terms & Conditions.**

- (i) I/ 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.
- (ii) I/ We further confirm that upon submission of bid we provide un-conditional acceptance towards all

clauses/ requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments / assumptions.

(iii) I/ We also confirm that we have quoted the rates without any condition and deviation.

(iv) 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.

**5. Declaration about Local Content under Make in India (MII) Policy**

(i) We M/s \_\_\_\_\_ (hereinafter referred to as “Bidder”) certify that I/we have offered the products with local content of -----%.

(ii) Details of the location(s) at which the local value addition is made are as below: -

Sr. No.	Name and Address of Location

(iii) I/We further certify that, in case we are awarded an order against this tender, the supplies against such order will comply with above indicated Minimum Local Content.

6. The Technical bid and price bid as required have been submitted along with the required documents and same have been signed under signatures of the authorized signatory/sole proprietor.

7. I/ We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the proposed contract appended to the tender document shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document including, the proposed contract as token of acceptance, if desired by CWC and as part of contract in the event of award of contract to us.

8. I/We hereby confirm to submit an additional performance Guarantee (besides and in addition to 10% Performance Security) in the form of Bank guarantee of 20% of the total contract value from any scheduled commercial Bank, if I/We are selected as L-1 bidder, in lieu of experience certificate and/or in case I/We quote Below SOR.

**9. General Details of Bidder: -**

S. No.	Detail	Response by Bidder	
1.	Name of the Bidder		
2.	Constitution of Bidder		
3.	Operational Address		
4.	Registered office address		
5.	Email Address of Bidder		
6.	Contact No. of Bidder		
7.	Details of Authorized Signatory	Name	
		Designation	
		Mobile Number	



		Email ID	
8.	Website		
9.	PAN no.	(attach copy of PAN card)	
10.	GST registration No.	(Attach Copy of GST registration)	
11.	<b>Details of Sister Concerns: -</b> <ul style="list-style-type: none"> <li>• Name &amp; Address</li> <li>• Activities engaged in by Sister Concern</li> <li>• Names, address &amp; Telephone Nos. of Proprietors / Directors / Partners of Sister Concern</li> </ul>	<b>(Leave empty if not applicable)</b>	
12.	Bidder's Bank Details (Which may be used by CWC for refund of EMD, if any).	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) :  <b>(In case of any error/ wrong bank account details, CWC shall not be liable for any loss to the bidder)</b>	

**Note:-**

1. It should be ensured by the bidder that all the items are duly filled by them and is signed & stamped/ digitally signed by the Authorized Signatory.
2. In case of any field left un-filled, CWC may carry out call of clarification(s) from the bidders. If bidders fail to submit the duly filled, signed & stamped/ digitally signed document, in response to the call for clarification(s), then their bid shall be liable for rejection.
3. The bidders having Local Content of less than 20% shall be summarily rejected.

**Signature/Digital Signature of the** : \_\_\_\_\_  
**Authorized Signatory**

**Name of the bidder** : \_\_\_\_\_

**Name of the Authorized Signatory** : \_\_\_\_\_

**EXHIBIT-2**  
**PROFORMA FOR INFORMATION OF WORK EXPERIENCE CERTIFICATE TO  
 BE FURNISHED BY THE TENDERER**

(from each concerned parties.)

This is to certify that M/s \_\_\_\_\_ have worked as our Handling / transportation service provider for the works of rake handling and / or transportation in the field of fertilizers, foodgrains, cement, sugar, coarse grains or any other commodity and their performance was found satisfactory. The details of handling / transportation work carried by them are as under:-

S.No.	Name of Client/customer served	Nature of the work/ contract executed	<u>Contract start date</u>	<u>Contract Completion date</u>	Product Handled	Volume of work handled in MT	Total value of work/ contract executed	Remarks
1.								
2.								
3.								
<b>Grand Total</b>								

Date :

Signature:

(Name & Designation of Signing Authority Seal of the Company / Organization)

**Note:**

1. Certificate issued from Private Organization shall be supported by TDS certificate.
2. *Experience certificate of contracts not completed satisfactorily shall not be considered for qualification)*

<b>EXHIBIT-3</b> <b>FORMAT OF NET WORTH</b>
--

**Format of Net Worth**

The Net Worth of Mr./Ms./M/s \_\_\_\_\_ for last  
Financial Year \_\_\_\_\_ is Rs. \_\_\_\_\_ as per his/her/their books  
of Accounts.

(Note: Net worth is to be submitted for latest Financial Year for which Balance Sheet & Profit is submitted.)

Signature of Chartered Accountant Name:

Membership No.:

Seal:

UDIN:

**EXHIBIT-4**  
**FORMAT FOR 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).*

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 on our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work \_\_\_\_\_ (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 Contact 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)**

Seal of the Organization

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

**Notes:**

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

**EXHIBIT-5**  
**UNDERTAKING BY SOLE PROPRIETOR FIRM**

*(On Letter head of 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)**

<b>EXHIBIT-6</b> <b>UNDERTAKING FOR HIRING OF SKILLED WORKFORCE AND</b> <b>MECHANIZATION OF OPERATIONS</b>
--

**(For Hiring of certified skilled workforce under Skill India and Deployment of modern technology/ mechanized operations)**

1. In case the contract is awarded to me/us, I/We hereby confirm to ensure that:-

- (i) all our labourers /workers shall be skilled through Recognition of prior Learning (RPL) within two months from the date of commencement of work under the project, at our Cost; and
- (ii) all the operations shall be mechanized in order to optimize human resources and decrease the human intervention.
- (iii) **Mechanized Loading/Unloading Operations**

(a) The Contractor shall mandatorily bring in modern technology for loading and unloading operations at the same quoted price at its own cost. The contractor has to provide mandatorily mechanized loading/unloading points as under:

Capacity of Godown	Mandatorily mechanized loading/unloading points to be provided by Contractor (minimum requirement)
Up to 20000 MT	1
20000 to 40000 MT	2
Above 40000 MT	3

- (b) In addition to (a) above the Contractor shall have the option to bring in modern technology for all the loading and unloading points of operations in the Warehouse/Centre at the same quoted price at its own cost.
- (c) CWC shall facilitate/permit use of such technology in CWC operations. The electricity bill in depot premises will be borne by CWC. No extra remuneration will be payable by CWC to the contractor on this account.
- (d) In case the contractor has to use other fuel options, the same shall be borne by the contractor at his own cost.
- (e) If the contractor wishes to mechanize loading and unloading operations at rail-head the same shall be undertaken by the contractor at his own cost including electricity/fuel expenses for the said operations.
- (f) Contractor shall install the mandatory mechanized solution as stipulated in sub-clause (a) above within 60 days of award of work.
- (g) In case the contractor does not provide the mechanized solution as per the mandate given above, the penalty as stipulated in the tender document shall be levied. It is agreed that the amount so described as “penalty” is a genuine pre-estimate of damages arising from such default of the contractor.

2. In case of failure to adhere to the above conditions, CWC shall be entitled to terminate the Contract with immediate effect owing to such default/ non-compliance of the afore-said conditions.

Place:

Date:

(Authorized Signatory)

<b>EXHIBIT-7</b> <b>FORMAT OF PRE CONTRACT INTEGRITY PACT</b>
--

*(On Stamp paper of appropriate value)*

No. CWC/RO-XXXX/Busi/H&T-\_\_\_\_\_/\_\_\_\_\_

Dated : MM/DD/YYYY

**General**

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

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

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

NOW, THEREFORE,

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

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

**[1] Commitments of the Corporation**

[1.1] The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person,

organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

[2] In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

[4.2] The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of

State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores / work such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation / rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

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

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

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

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

[7.2] The CORPORATION has appointed Sh. Sudhanshu Sekhara Mishra, Email – [ssmishra.995@gmail.com](mailto:ssmishra.995@gmail.com) and Sh. Rajni Kant Mishra, Email [rkmishraips84@gmail.com](mailto:rkmishraips84@gmail.com) as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

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

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

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

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

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

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

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

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

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

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

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

#### **[10] Other Legal Actions**

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

#### **[11] Validity**

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

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

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

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

**EXHIBIT-8**  
**FORMAT OF BID SECURITY DECLARATION**

*(On Letter Head of Bidder)*

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

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

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

Or

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

Digital Signature of the contractor(s)

<b>EXHIBIT-9</b> <b>FORMAT OF BANK GUARANTEE</b>
---

*(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)*

This Deed of Guarantee made this \_day of between (Name of Bank) having its registered office at\_(place) and one of its local offices at(hereinafter referred to as the **Surety**), in favour of Central Warehousing Corporation, a Statutory Corporation established under the Central Warehousing Corporation Act, 1962 having its Corporate Office at 4/1 Sri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi 110016 (hereinafter referred to as CWC).

WHEREAS M/s\_\_\_\_\_ (hereinafter referred to as “Contractor”) having its registered office at\_\_\_\_\_ is bound to furnish Performance Security to CWC in connection with the Contract awarded to the Contractor for Handling & Transport contract at \_\_\_\_\_(name of the centre).

WHEREAS the Contractor as per the provisions of the Contract has agreed to furnish Performance Bank Guarantee for Rs. \_\_\_\_\_for due performance of all obligations under the contract and/or in lieu of requisite experience/ Absolute Rate below SOR, within fifteen working days from the date of acceptance of tender.

**NOW THIS WITNESSETH:**

1. That the Surety in consideration of the above Contract awarded by CWC to the Contractor, hereby undertake to pay on demand by the CWC and without demur, and without notice to the Contractor, the said amount of Rs.\_\_\_\_\_(Rupees\_\_\_\_\_).
2. The Surety guarantees and undertakes to pay to the CWC within two (2) business days upon receipt by CWC of the demand in writing, any / all moneys to the extent of INR \_\_\_\_\_ ( in words) without any demur, reservation, recourse, contest or protest and without any reference to the Contractor. Any such demand made by CWC on the Bank by serving a written notice, shall be conclusive and binding, without any proof whatsoever, as regards to the amount due and payable, notwithstanding any dispute (s) pending before any court, tribunal, arbitrator or any other authority and / or any other matter or thing whatsoever, as Bank’s liability under these presents being absolute and unequivocal.
3. This Guarantee shall not be affected/discharge by any infirmity or irregularity on the part of the Contractor and by dissolution or any change in the constitution of CWC, Contractor or the Surety.
4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of CWC in writing.
5. Notwithstanding anything contained in the foregoing, the Surety’s liability under this Guarantee is restricted to Rs. \_\_\_\_\_(Rupees\_\_\_\_\_).
6. This Guarantee shall remain in force and effective up to and shall expire and become ineffective only on written intimation given to the Surety by CWC for this purpose and

in that case this Guarantee shall stand discharged.

7. The Surety will make the payment pursuant to the Demand issued by CWC notwithstanding any dispute or disputes raised by the Contractor against CWC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety's liability under this guarantee is absolute and unequivocal.
8. Any forbearance, act or omission on the part of CWC in enforcing any of the conditions of the awarded Contract or showing any indulgence by CWC to the Contractor shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by CWC.
9. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before\_\_\_ the Surety shall be discharged from all liabilities under Guarantee thereafter.
10. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.
11. Notwithstanding anything contained hereinabove:
  - a) Surety's liability under this bank guarantee is limited to INR \_\_\_\_\_ (in words) and Bank's guarantee shall remain in force until [insert date].
  - b) Any claim under this bank guarantee must be received by Surety or or before [insert date]. If no such claim has been received by us by the said date, the right of CWC under this bank guarantee will cease.
  - c) Any letter from the CWC to the Manager, (Insert Branch name) branch of the Surety, under the seal of CWC shall be deemed to be sufficient and valid demand for payment under this bank guarantee.
  - d) The Bank undertakes not to revoke this bank guarantee before the expiry of this bank guarantee including during extension period, if any. Any such revocation before the expiry of this bank guarantee shall be void ab initio.
12. Cover message for this BG has been sent to CWC bankers i. e. ICICI Bank, 9Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) through SFMS.

SIGNED AND DELIVERED

For and on behalf of For and

on behalf of above named Bank

(Banker's Name and Seal)

**EXHIBIT-10**  
**UNDERTAKING**

*(For inexperienced bidder(s) in cases where total estimated value of H&T contract is less than INR 2 Crores)*

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

I/We declare that I/We do not have the requisite experience in H&T contract as stipulated under Exception to Article 10.2 (1) Minimum Eligibility Criteria for Technical Evaluation.

In case of award of Contract to me/us, I/ We hereby confirm to submit an additional performance Guarantee (besides and in addition to the Security Deposit) in the form of Bank guarantee of 20% of the total contract value from SBI Bank or its Associate Bank or in any other Public Sector Banks, if selected as L-1 bidder.

Stamp and signature of the bidder: \_\_\_\_\_

Name of the bidder : \_\_\_\_\_

(Undertaking to be provided by the bidder on stamp paper duly attested by Notary )

<b>EXHIBIT-11</b> <b>FORMAT FOR AGREEMENT</b>
--

*(On Stamp paper of appropriate value)*

**THIS AGREEMENT is made this [date] day of [month], [year]**



## BETWEEN

- (1) **Central Warehousing Corporation**, a Government of India Undertaking, established under the Warehousing Corporation Act, 1962, having its Regional Office at \_\_\_\_\_ and having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi- 110016 (hereinafter referred to as the "Corporation", which expression, unless the context requires otherwise, shall include its successors and permitted assignees); and
- (2) **[name of the Contractor]**, having its place of business at **[address]** (hereinafter referred to as the "Contractor", which expression, unless the context requires otherwise, shall include its successors/legal heirs and permitted assignees).

## RECITALS

Whereas:

- A The Corporation is involved in providing services in the field of warehousing, logistics and related activities to various depositors including, but not limited to Food Corporation of India, etc.
- B For the purposes mentioned under recital A above, the Corporation requires the Contractor to provide certain services for the depositor and the Contractor is engaged in the business of providing such services and has agreed to perform the Services for the Corporation on the terms and conditions set out in this Contract. Accordingly, it is essential to the Corporation that the Services to be provided under this Contract are rendered in a timely manner as envisaged in the Contract. In entering into this Contract, Contractor acknowledges that time is the essence and unconditionally agrees to all provisions in the Contract.

**NOW THEREFORE IT IS HEREBY AGREED** as follows:

1. The Contractor agrees to perform such Services including, any incidental services, in accordance with the terms and conditions of this Contract or as directed from time-to-time by the Regional Manager or an officer acting on his behalf, such directions not being inconsistent with this Contract, and, in consideration of its due performance of such Services, the Corporation agrees to pay the Contractor according to the rates, terms and conditions herein contained.
2. The Contract shall comprise the following documents:
  - This Contract Agreement and its Annexures;
  - Compete Tender document (Vol-I to IV)
  - Addenda / Corrigenda issued, if any.

(all hereinafter the "Contract")

3. The terms and conditions of this Contract shall take effect from the date on which both the parties sign and execute this Contract (the "Effective Date") and shall continue in

force, where it is specified in the Contract that the Services shall be provided for a fixed period of time, until expiry of such period (or any extension thereof).

- 4. The required date for commencement of the Services at the Site(s)/Place of Operation is \_\_\_\_\_ (the "Commencement Date"); time being declared essence of the Contract for commencement of the Services by the Commencement Date.
- 5. This Services shall be provided for a fixed period of two (2) years from the **[the Commencement Date/ Effective Date]** (the "Primary Term").
- 6. For the purposes of this, the notice(s), if any to be issued by either of the parties, the address for such notice(s) shall be:

<p><u>If to the Corporation:</u></p> <p>Central Warehousing Corporation</p> <p>_____</p> <p>Attention: Regional Manager</p>	<p><u>If to the Contractor:</u></p> <p><b>[Insert Address]</b></p> <p>Fax: [   ]</p> <p>Attention: [   ]</p>
---	--

- 7. For the purposes of this Contract, the Corporation's Representative for contractual and operational matters shall be **[name/designation], Regional Manager, CWC.**

For the purposes of this Contract, the Contractor's Representative for contractual and operational matters shall be **[name/designation]**. The Representatives so nominated herein shall be deemed to have a valid Power of Attorney from the Contractor in respect of this Contract and whose act(s) shall be binding on the Contractor.

- 8. The Contractor undertakes to perform the **Services** \_\_\_\_\_ at the rate mentioned in Annexure-I (Price/Compensation Schedule) which forms part of this Contract.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the day, month and year herein above written:

Signed by.....

.....**[Print Name]**

for and on behalf of **CENTRAL WAREHOUSING CORPORATION, \_\_\_\_\_, REGION**

Witness.....

.....**[Witness Name]**

Signed by.....

.....**[Print Name]**

for and on behalf of **[Name of Contractor]**

Witness.....

.....**[Witness Name]**

**PRICE BID/ COMPENSATION SCHEDULE**

1. I/We have thoroughly examined and understood Instructions to Tenderers, Appendix(s) including, the Conditions of Contract and its annexure(s) and agree to abide by the same.
2. I /We offer to work/ provide Services:
  - I. At the rates given in the schedule of rates for services.

(OR)

II. at \_\_\_\_\_ % ( \_\_\_\_\_ )

(Indicate percentage in words) above the rate given in the schedule of rates for services.

(OR)

III. At \_\_\_\_\_ % ( \_\_\_\_\_ )

(Indicate percentage in words) below the rate given in the schedule of rates for services,

and it is confirmed that no other charges would be payable to me/us.

**(Signature of the Issuing Officer)**

**(Signature of the Tenderer)**

-12  
**FINANCIAL BID**

<b>Tender No:-</b>	<b>CWC/RO-____/H&amp;T/ /2022-23/ Date:-_____</b>
<b>Name of Work:-</b>	Handling and Transportation work of (Name of Commodity) at Central Warehouse,
<b>Name of the Firm:-</b>	

To  
The Regional Manager (Region),  
**Central Warehousing Corporation**  
Regional Office,

Dear Sir,

1. I/We submit the online tender for appointment as loading/unloading/handling and transportation etc. for foodgrains/Fertilizer/cotton bales/Industrial goods/other commodities (Name of Commodity) at Central Warehouse, \_\_\_\_\_.

2. I/We have thoroughly examined and understood instructions to tenderers, Terms and conditions of contract given in the Notice Inviting Tender, Invitation to Tender titled as General Information, instructions to tenderers and those contained in general condition of contract and its appendixes and schedules and agree to abide by them.

3. I/We offer to work on following rates which includes all taxes, duties, cess etc. except goods & service tax (GST):-

- a) Prices quoted are inclusive of all applicable taxes except GST. GST shall be paid extra at applicable rates subject to submission of tax invoice as per rules under GST Law. CWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source. 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.
- b) Income Tax, at the Rates as applicable under the provisions of the Income Tax Act shall be deducted at source from the Bills / Invoices of the Contractor. In case, however, the Contractor is granted exemption from the deduction of Income Tax at source or granted certificate for deduction of Income Tax at Lower Rate, he shall be required to produce such certificate issued by the Prescribed Income Tax Authority clearly stating therein that No Income Tax or Lower Income Tax, as the case may be, be deducted at Source from the Contractor against the said Contract, failing which Income Tax at Full Rate, as prescribed under the Act, shall be deducted. Such Exemption or Lower Rate Certificate shall have to be obtained by the Contractor from the prescribed Income Tax Authority and furnished to the Corporation at the commencement of every Financial

Year.

- c) Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in **SOR**.
- d) It is the responsibility of the bidder to quote the correct GST rate. 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
- e) Contractor/vendor shall be required to issue tax invoice/**Debit note/Credit note** in accordance with GST Act and/or Rules so that input credit can be availed by CWC. In the event that the contractor/vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST invoicing Rules thereunder, CWC shall not be liable to make any payment on account of GST against such invoice.
- f) 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.
- g) In case contractor/Vendor is not required to obtain GST Registration, in such a case, contractor/vendor shall intimate CWC via declaration regarding non-requirement of registration under the GST Act.
- h) In case the unregistered contractor/Vendor obtains the GST Registration after the start of agreement, he shall intimate CWC within 15 days of such registration.
- i) In case of any movement of any goods by contractor/vendor, he shall ensure compliance of e-way provisions under GST law. Any liability due to non-compliance by way of confiscation/interest/penalty or in any other manner shall be borne by the contractor/vendor himself.
- j) GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall be not paid to the contractor/vendor but will be directly deposited to the government by CWC.
- k) 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.

4.I have read and understood the methodology mentioned in the NIT/ITT for quoting the rates in absolute terms and accordingly rates are quoted by me/us at relevant place in GeM portal.

5. I/we offer to work:-

**Price to be quoted at the relevant location in  
GeM Portal, as per the methodology provided  
under Appendix-15**

Yours faithfully,  
Signature of tenderer

**Methodology for offering/Quoting of Price Bid in respect of Handling and Transport Contract at CW**

The prospective bidders are advised to follow the given below methodology for quoting the rates in GeM Portal:

Out of various items stipulated for the work of HTC, Bidder shall quote **one single rate** in absolute terms for the foremost or biggest item. The rate of major activity involved in a particular center, for handling and transportation of (Name of Commodity) shall be reported in absolute terms by the bidders. This rate shall then be compared with Schedule of Rates (SOR), and percentage increase shall be worked out and this SOR/ASOR shall be made applicable to all other items. Thus, the rate putting through the GeM in absolute terms shall be almost similar to the existing practice of quoting percentage of SOR.

Handling and Transport contract at CW \_\_\_\_\_ is primarily for handling of (Name of Commodity) at \_\_\_\_\_ Railway Goodshed and transportation of (Name of Commodity) from \_\_\_\_\_ Railway Goodshed to CW \_\_\_\_\_ and/or vice versa.

**Remarks: In respect of HTC / HC Contracts average schedule should be worked out considering the major items involved in the operation. Regional Manager/Tender Awarding Authority shall decide rates based on experience and conditions of that particular centre. ASOR means “Above SOR”. BSOR means “Below SOR”. (Illustration may be given for the applicable commodity)**

**a) For foodgrains: ( If Applicable else may be deleted while floating the tender)**

**Illustration:**

**Calculation of Quantitative SOR in Absolute Terms based on Actual QTY Handled during the contract period, and the Schedule of Rate (SOR)**

S.No.	Operation Details	SOR Rate (Rs. Per MT)	Volume handled in 24 months		Total Value of work done (Rs.)
			No. of bags handled	Quantity handled in MT	
		1	2	3 = 2/20	4 = 1*3
1	Unloading bags from wagons and loading Directly in to trucks	54	3331799	166589.95	8995857.3
2	Unloading bags from trucks and stacking in godowns				
a	Up to 10 Height	54	1491415	74570.75	4026820.5
b	Up to 16 Height	64.8	877428	43871.4	2842866.72
c	Up to 20 Height	75.6	567421	28371.05	2144851.38

d	Above 20 Height	86.4	395535	19776.75	1708711.2
6	Transportation From RH to WH- FOR 5 KMS	57	3331799	166589.95	9495627.15
7	Loading of bags from stacks directly into trucks-Delivery	64.8	4671254	233562.7	15134862.96
	<b>TOTAL</b>	<b>246</b>			<b>44349597.21</b>

Note: 1. Contract period is taken as 24 Months  
2. 01 MT = 20 Bags of 50 Kg. each

Hence, the quantitative SOR in absolute terms will be **₹4.43.49.597/-**

**Note :**

- 1. Figures highlighted RED in colour as mentioned above are for illustration purpose only & should be calculated and checked accordingly.**

**Note: The quantity and the Quantitative SOR (expenditure) mentioned above in the methodology shall be assumed for illustration purpose only. The quantity to be handled and expenditure to be obtained shall be based totally on the actual work done basis.**

**Illustration (To be treated only as example):**

- If a bidder quotes **₹4,87,84,556.7/-** in absolute terms, it will be treated as **10% ASOR**. i.e. [ **₹ 4,87,84,556.7/- (-) ₹4.43.49.597/-** ] / **₹4.43.49.597/-** \* 100 = 10%.
- If a bidder quotes **₹4.43.49.597 /-** in absolute terms, it will be treated as **0%, equal to SOR**. i.e. [ **₹ 4.43.49.597 (-) ₹4.43.49.597/-** ] / **₹4.43.49.597/-** \* 100 = 0%.
- If a Bidder quotes **₹3,99,14,547.3/-** in absolute terms, it will be treated as **10% BSOR**. i.e. [ **₹ 3,99,14,547.3/- (-) ₹4.43.49.597/-** ] / **₹4,43,49,597/-** \* 100 = (-) 10%.

In Illustration (a) above, the rate will be treated as 10% ASOR.

In Illustration (b) above, the rate will be treated as 0% ASOR i.e. equal to SOR.

In Illustration (c) above, the rate will be treated as 10% BSOR.

**b) For Fertilizers: ( If Applicable else may be deleted while floating the tender)**

**Illustration:**

**Calculation of Quantitative SOR in Absolute Terms based on Actual QTY Handled during the contract period, and the Schedule of Rate (SOR)**



S.No.	Operation Details	Actual Volume of Work done during last Two Years (in MT)		Market Rates (Rs.____ per MT)		Value of work Done	
		Up to 25 kgs  (1)	Above 25 kg up to 50 kg  (2)	Up to 25 kgs  (3)	Above 25 kg up to 50 kg  (4)	Up to 25 kgs  (5=1*3)	Above 25 kg up to 50 kg  (6=2*4)
1.	Unloading bags from wagons and loading Directly in to trucks  (as per item _____ of SOR of 50 kg	-	6524	-	55.6	-	362734.4
2.	Unloading bags from trucks and stacking in godowns(as per item _____ of SOR of 50 kg	-	6524	-	66.8	-	435803.2
3.	Loading of bags from stacks directly into trucks-Delivery  (as per item _____ of SOR of 50 kg	-	6524	-	66.8	-	435803.2
4.	Transportation From RH to WH-FOR 5 KMS(as per item _____ of SOR per MT	-	5240	-	77	-	403480

	<b>TOTAL</b>						<b>1637820.8</b>
--	--------------	--	--	--	--	--	------------------

Hence, the quantitative SOR in absolute terms will be **₹16,37,820.8/-**

**Note :**

1. Figures highlighted RED in colour as mentioned above are for illustration purpose only & should be calculated and checked accordingly .

**Note: The quantity and the Quantative SOR (expenditure) mentioned above in the methodology shall be assumed for illustration purpose only. The quantity to be handled and expenditure to be obtained shall be based totally on the actual work done basis.**

**Illustration(To be treated only as example):**

a. If a bidder quotes **₹18,01,602.88/-** in absolute terms, it will be treated as **10%ASOR.** (i.e.,  $(\text{₹}18,01,602.88 / - \text{₹}16,37,820.8 / -) / \text{₹}16,37,820.8 / - * 100 = 10\%$ )

b. If a bidder quotes **₹16,37,820.8/-** in absolute terms ,it will be treated as **0%, equal to SOR.** (i.e.,  $(\text{₹}16,37,820.8 - \text{₹}16,37,820.8 / -) / \text{₹}16,37,820.8 / - * 100 = 0\%$ )

c. If a bidder quotes **₹14,74,038.72/-** in absolute terms, it will be treated as **10%BSOR.** (i.e.,  $(\text{₹}14,74,038.72 / - - \text{₹}16,37,820.8 / -) / \text{₹}16,37,820.8 / - * 100 = -10\%$ )

In condition(a) the rate will be treated as 10%ASOR.

In condition(b) the rate will be treated as 0%ASOR i.e. ,equal to SOR. In condition (c) the rate will be treated as 10%BSOR

**c) For cotton Bales (If applicable else may be deleted while floating the tender):**

Name of CW:-

S.No.	Description of Work	Unit	Market Rate (INR) (A)	Estimated Volume handled	C=Estimated Total value of workdone
-------	---------------------	------	-----------------------	--------------------------	-------------------------------------

				<b>in 24 months (B)</b>	<b>(in Rs.) (A*B=C)</b>
1	Bales de-stacking and rolling/moving at the time of delivery	Per bale	18	5000	90000
2	Loading of the bales into Transport vehicles/ trucks/ trolley/lorry	Per bale	18	5000	90000
3	Bales weighment charges	Per bale	1	200	200
4	Sample cutting charges	Per bale	3	500	1500
5	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	18	5000	90000
6	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 Grey cloth bale	18	2000	36000
7	Loading charges for FP Bales to Container Truck/ any other transport vehicle(For Exports)	Per bale	18	2000	36000
8	Loading charges for FP Bales to depositor/ Buyer	Per bale	18	2000	36000
9	Stacking of bales upto prescribed height	Per bale	18	2000	36000
<b>Total</b>					<b>4,15,700</b>

Hence, the quantitative SOR in absolute terms will be **₹4.15.700/-**

**Note :**

1. **Figures highlighted RED in colour as mentioned above are for illustration purpose only & should be calculated and checked accordingly.**

**Note: The quantity and the Quantitative SOR (expenditure) mentioned above in the methodology shall be assumed for illustration purpose only. The quantity to be handled and expenditure to be obtained shall be based totally on the actual work done basis.**

**Illustration (To be treated only as example):**

a. If a bidder quotes **₹4,80,000/-** in absolute terms, it will be treated as **15% ASOR**. i.e. [ **₹ 4,80,000/- (-) ₹4.15.700/- ]/₹4.15.700/-\*100=15%.**

b. If a bidder quotes **₹4,00,000/-** in absolute terms, it will be treated as **3%, BSOR** i.e. [ **₹ 4,00,000 (-) ₹4.15.700/- ]/₹4.15.700/-\*100=3%.**

c. If a Bidder quotes **₹4,15,700/-** in absolute terms, it will be treated as **equal to SOR**. i.e. [ **₹ 4,15,700 (-) ₹4.15.700/- ]/₹4,15, 000/-\*100 = 0%.**

In Illustration (a) above, the rate will be treated as 10% ASOR.

In Illustration (b) above, the rate will be treated as 0% ASOR i.e. equal to SOR.

In Illustration (c) above, the rate will be treated as 10% BSOR.

**d) For Industrial Warehouse (If applicable else may be deleted while floating the tender):**

Item No.	Description of Work	Rate Per MT (Inclusive of all taxes, except GST) (in Rs.) (A)	Estimated Quantity to be handled (In MT) (B)	Total Cost (Excluding GST) ( C)= (A) X (B)
1.	Unloading of material from trucks/trailers or any other Transport vehicles in Godown/open yard and Stacking of material in the godown /open yard.	..... (To be filled by bidder)	_____  (The bidders are not allowed to make any changes in this cell.)	..... (To be filled by bidder)
2.	De-stacking of material from Godown/open yard and De livery /Loading of material in trucks / trailers or any other Transport vehicles.	..... (To be filled by bidder)	_____  (The bidders are not allowed to make any changes in this cell.)	..... (To be filled by bidder)
Total Cost (excluding GST) {Total of rate quoted by bidder in Column "C" against each item}				..... (To be filled by bidder)
Applicable GST Rate				..... (To be filled by bidder)
Total Cost (Including GST)				..... (To be filled by bidder)

**Note:-**

- 1.The duly filled price bid is to be uploaded by bidder on their letter head either under authorized person's digital signature or duly signed by the authorized signatory.
- 2.The contract shall be awarded to the bidder (L1) quoting the lowest total cost (Incl. GST).
- 3.The item wise rates shall not be compared amongst different bidders. The tender shall be awarded based on the total cost. However, Corporation shall ensure that the tender doesn't vitiate during the contract period in line to Vitiating clause stipulated in tender.

4. Since, GeM solicits the GST inclusive rates, therefore, bidders have to ensure that rates quoted by them above {Total Cost (Incl GST)} should match the rates quoted by them on GeM. However, GST on actuals shall be paid by Corporation.
5. Column "B" depicts estimated quantity only. Corporation doesn't guarantee any confirmed amount of work. The same may increase or decrease as per the requirement of Corporation.
6. In case of any difference in price quoted by the bidder on GeM and in price quoted in the uploaded financial document, then the price quoted by bidder on GeM shall be final & binding. However, CWC may solicit justification while evaluating price bids for matching the price quoted in GeM & may also dis-qualify the bidder in case reply to the justification is not satisfactory.
7. Corporation may carry out call of justification from the bidders while evaluating the price bids in case any bidder has quoted wrong total price (Incl GST) or any calculation mistake in the financial document as compared to total price (Incl GST) quoted on GeM.
8. During the contract period, if there are additional requirements, Corporation shall keep a check by comparing the total value of contract including the rate quoted by bidder and quantity with all other bidder's total contract value, including the rate quoted by them, to determine whether the contract is getting vitiated. In case, there is vitiation, then the vitiated amount shall be recovered from the successful bidder's bill/ security deposit/ BG.
9. Separate rates for loading and unloading for above major operations indicating above at 1 & 2 to be quoted. The payment shall be made on the basis of quantity receipt and delivered in a particular month for which contractor shall claim the bills duly supported by work slips issued by Warehouse Manager, Central Warehouse, \_\_\_\_\_ clearly indicating the quantity of Aluminum/ Copper etc., Receipt and delivered in the month. There will be no other basis of payment except the net quantity receipt and delivered in a month.
10. Loading/Delivery would mean sorting out of the required material in the stack, destacking, Weighment of each palate/coil/bundle by placing the material on weighing scales and then loading of the materials on to the road vehicle of the customers by using mechanical equipments/manually (including dumping / stacking at the appropriate place in countable position).
11. Unloading would include cutting/ open of seal of containers and opening of gate of container, de-stuffing of Cargo by hydra and slings by use of mechanical equipment/manually, Weighment of each palate/ coil/bundle by placing the material on weighing scales and stacking in the godown including hand shunting / painting/ marking for identification etc.
12. No separate charges would be payable for slinging.
13. Stacking would mean stacking of materials after unloading the consignment from the trucks / trailers as per stacking plan / handling and storage guidelines/ other instructions issued by the Warehouse Manager, and marking / painting of the stack.
14. Marking denotes marking of Truck number, WAR No., date of arrival of wagon / truck, size, specification of materials and name of the dispatching plant.

15. Cost of paint etc. for marking and painting will have to be borne by the contractor since this is a part of stacking.

16. No separate charges shall be paid for sorting as sorting is a part of stacking.

17. The material brought to the weighbridge / weighing scale in excess of the required quantity shall have to be put back at its original place by the contractor. No separate charges are admissible for this operation.

18. If required contractor shall carry out re-bundling, re-strapping of Aluminum material without any extra cost to the Corporation. The Contractor at his cost will arrange the necessary equipment/ material/labour for the purpose will also be on contractors account.

19. The contractor shall supply the labour in sufficient number for loading/delivery and unloading/receipt operation as and when required by the Regional Manager/ Warehouse Manager or his authorized representative. The rates payable shall be at par of minimum wages fixed by the appropriate authority applicable from time to time for unskilled labour no premium will be admissible on this item.

**e) For other commodity (Name of Commodity) : ( If Applicable, RM has to frame the SOR for the commodity and take approval, else may be deleted while floating the tender)**

**The price bid shall be prepared shall be prepared on similar lines based on the items in the SOR.**

**Note:** In the similar way, bidders/tenderers are requested to quote the rate in absolute term in GeM portal, as illustrated above.

Further, it is to submit that the ASOR/BSOR thus quoted by the bidder, as illustrated above, shall be made applicable to all 31 items schedule of rates given in the price bid of MTD and bills will be regulated as per the SOR and the % age ASOR/BSOR as received/quoted by the bidders on actual work done basis, as per the terms and conditions of MTD.

\*\*\*

I have read and understood the methodology mentioned above for quoting the rates and accordingly rates are quoted by me/us GeM portal.

**(Signature & Seal)**

**(Authorized Signatory)**



