

# CENTRAL WAREHOUSING CORPORATION



(A Govt. of India Undertaking)

Regional Office, Mumbai



Empanelment Notification No.: Comm-

File Name & No.CWC/RO-Mumbai/Busi/Empanelment/2022-23

Dated 29.11.2022

## **EMPANELMENT DOCUMENT**

This document consists of the following:

- a) Notice inviting applications for empanelment of Transportation contractors for the transportation work entrusted to CWC by bulk Depositors
- b) General rules and instructions to the intending applicants
- c) Application format for empanelment

**Issued by:**

Central Warehousing Corporation,

Regional Office, Mumbai,

Dated: 29/11/2022

## **CONCEPT NOTE:**

CWC plans to enlist/engage the services of Transport contractors for the transportation work entrusted to CWC by bulk Depositors. To fulfill the requirements of the Depositors with minimal response time, notice for Empanelment of Transportation contractors is being invited by CWC, a brief overview is provided below:

Empanelment scheme will be uploaded on the CWC website for the prospective transporters who wish to be empaneled. Tender will be submitted in two parts by the prospective bidders, i.e., Technical Bid and Price bid through e-Tender process only. The technically qualified bidders will be empaneled for a period of two years. However, the price bid will be called from the empaneled contractors whenever the work is entrusted to CWC by the Depositor during the period of empanelment. This price bid will be finalized by the concerned Regional Manager of CWC.

Empanelment exercise will be carried out quarterly to add to the list of technically qualified bidders in the empaneled list. The Tenderer will be required to deposit Rupees One Lakh as empanelment application deposit (besides Security deposit). The empanelment will be done Region wise keeping in view the Region wise requirements (List of centres placed at Annexure-XIII). Empaneled Contractors, who fail to participate in the bidding process continuously for more than three times for work in the same location or any location wherein the Contractor is empaneled, **the empaneled contractor will not be allowed to participate for the next three bids.**

The main objective and idea behind this empanelment is to have a pool of qualified contractors at any given point of time from whom rates can be obtained within a short span of 2-3 days whenever a requirement for transportation service from any Depositor crops up so that in the least possible time a contract is finalized and put in place and business opportunity is seized.

Based on Experience and turnover the empanelment will be done in Three Categories, The Financial bids/Price Bid will only be called from the empaneled agencies/contractors who will qualify the Eligibility criteria based on the estimated value of work, For example:

- For a work, wherein value of work is (Above Rs. 5.00 Crore ) – Category I contractors would be eligible.
- For a work, wherein value of work is (Above Rs. 1.00 Crore and up to 5.00 Crore) – Category I & Category II contractors would be eligible.
- For a work, wherein value of work is (Above Rs. 25 Lakhs and up to 1.00 Crore)– Category I, II & III contractors would be eligible.

General rules and instructions to the intending applicants and the application format for empanelment is clearly specified in the tender document and bidders are requested to read the complete Tender document and comply all the conditions mentioned therein.



# CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)



Regional Office, Mumbai

Address : Near Turbhe Railway Station, Vashi, Navi Mumbai 400703  
Phone Nos. : 022-27840888  
Email : rmmum@cewacor.nic.in  
Website : www.cewacor.nic.in

CWC/RO-Mumbai/Bussi/Empanelment/2022-23/

Dated: 29/11/2022

## Tender Notice

Central Warehousing Corporation invites online Tender from professionally competent and financially sound interested parties for empanelment of contractors for Transportation works of Foodgrains, Industrial Goods, e-Commerce Items etc. at Regional Office, Mumbai as detailed below:

Scope of work	Transportation work of Foodgrain, Industrial Goods, e-Commerce Items etc. at CW, Akola-I / CW, Akola-II / CW, Amravati / CW, Chikalthana, CW, Waluj ICD / CW Puntamba / CW, Gondia-I / CW, Gondia-II / CW, Kolhapur-I / CW, Kolhapur-II / CW, Nasik Road / CW, Nagpur / CW, Nanded / CW, Miraj (G) / CW, Sangli / CW, Vashi-I / CW, Yavatmal / CW, IRT Kalamboli	
Tender notice	Online (e-Tendering) for above work. Tender documents will be available on Website : <a href="http://www.tenderwizard.com/cwc">www.tenderwizard.com/cwc</a> <a href="http://www.cwceprocure.com">www.cwceprocure.com</a> , <a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a> , <a href="http://www.tenderhome.com">www.tenderhome.com</a> and <a href="http://www.cppp.gov.in">www.cppp.gov.in</a>	
Tender	Open	
Schedule of E-Tender	Document downloading date and time	29/11/2022 from 10:00 TO 19/12/2022 UPTO 17:00 hrs
	Last date and time of online bid submission	19/12/2022 upto 17:00 hrs
	Date and time of online technical bid opening	20/12/2022 at 12:00 hrs
	Date and time for pre bid meeting	6.12.2022 at 15.00 hrs
Bid validity period	90(Ninety) days further extendable by 30(Thirty) Days from the date of Opening of Technical Bid shall be binding on the Tenderers.	

Period of Contract	2 (Two) Years, followed by the timely review by the Corporation to incorporate the changes or modifications (if any ) as per the Requirement
Cost of Tender	Rs.1,000/- (Rs. One Thousand Only) plus applicable GST(18%) to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office, Mumbai Upto 17:00 Hrs. of 19/12/2022
Processing fee	Rs.750/- (Rs. Seven Hundred Fifty ) plus applicable GST(18%) to M/s _____ through e-payment through the portal <a href="http://www.cwceprocure.com">www.cwceprocure.com</a> (before uploading the Tender) before 17:00 Hrs. of 19/12/2022
Empanelment Application Deposit( Apart from Security Deposit)	Rs One Lakh only to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office, Mumbai Upto 17:00 Hrs. of 19/12/2022.

### **ELIGIBILITY CRITERIA**

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

### **OTHER DETAILS**

- a *Bidder must upload scanned copies of documents as given in eligibility criteria at clause 3 of Tender document in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the Empanelment Application Deposit of the bidder shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the Tenders of Central Warehousing Corporation works for the next 05(Five) Years.*
- b Bidders who wish to participate in the Tender will have to procure valid digital certificate of **Authorized Signatory** as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested Tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the Tenderers are advised to get it renewed immediately.
- c **DOWNLOADING OF TENDERDOCUMENT:** -The Tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website. [www.tenderwizard.com/cwc](http://www.tenderwizard.com/cwc), [www.cwceprocure.com](http://www.cwceprocure.com), [www.cewacor.nic.in](http://www.cewacor.nic.in), [www.tenderhome.com](http://www.tenderhome.com) and [www.cppp.gov.in](http://www.cppp.gov.in)
- d **SUBMISSION OF TENDER:** -Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out-rightly rejected. Tenderer can be asked to give any

clarification to be submitted within specified period of time and in case of failure of Tenderer to give clarification his technical bid is liable to be rejected. Tenderers are requested to visit clause 11.1 to 11.3 of Tender document for detailed instructions.

- e Tenderer is required to submit Affidavit on stamp paper duly attested by the notary as per Appendix VIII along with the Tender and documents required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.
- f Bidders who wish to participate in online Tender have to register with the website through the “new user registration” link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
- g Central Warehousing Corporation also reserves the right to invite multiple online Tender from professionally competent and financially sound interested parties for EMPANELMENT OF CONTRACTORS for Transportation works of Foodgrain, Industrial Goods, e-Commerce Items etc. at Regional Office, Mumbai (keeping in view the location wise requirement of location)
- h In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
- i Bidders who wish to participate in Tender need to fill data in pre-defined forms of Technical Bid in Excel format only.
- j After filling data in pre-defined forms, bidder’s needs to click on final submission link to submit their encrypted bid.
- k The Tender are to be submitted in Part-I containing Technical Specifications and Technical Bid through online process only.
- l Intending Tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the Tender.
- m No definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation. No claim shall lie against corporation on this count.
- n NIT is the part of Tender Document and therefore bidders are requested to read the complete Tender document and to comply all the conditions mentioned therein.
- o If the day fixed for opening of Tender is subsequently declared a holiday, the Tenders will be opened on the next working day following the Holiday but there will be no change in the time for opening indicated above.
- p Tenders to remain open for acceptance for 90 days inclusive of date of Tender opening (technical bid).
- q The Regional Manager, CWC, RO, Mumbai may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the Tenderer.

- r 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.
- s The Central Warehousing Corporation reserves the right to timely review of Tenders during the tenure of empanelment and to incorporate the changes or modifications (if any) as per the requirements, without assigning any reason; the decision of the Corporation shall be final and binding on Tenderer. The existing empaneled contractors have to give their approval for accepting the changes/modification added subsequently for the period of empanelment.
- t CWC plans to carry out the process of empanelment on regular basis in order to increase more service provider for centres/region as such existing empaneled contractor should not raise any objection in this matter. The decision of the Corporation shall be final and binding on Tenderer.
- u Empanelment exercise will be carried out quarterly to add to the list of technically qualified bidders in the empaneled list.
- v Any clarification regarding online participation, the bidder can contact: -  
M/s ITI, New Delhi  
For assistance, may call following help line numbers: 011-49424365  
Email id- cwceproc@etenderwizard.com

**REGIONAL MANAGAR**

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**INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR EMPANELMENT OF TRANSPORTATION CONTRACTORS FOR TRANSPORTATION OF FOODGRAIN, INDUSTRIAL GOODS, E-COMMERCE ITEMS ETC IN REGIONAL OFFICE MUMBAI AT MUMBAI REGION.**

From:

The Regional Manager,  
Central Warehousing Corporation,  
Regional Office, MUMBAI  
Sector-20, Near APMC Fruit Market,  
Vashi, Navi Mumbai-400 703

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

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation) the Regional Manager, CWC, RO, Mumbai invites online Tenders for Empanelment of contractors, for transport of Foodgrain, Industrial Goods, e-Commerce Items etc; in Mumbai Region for a period of **2 (Two) years** from the date of Empanelment or such later date as may be decided by the Regional Manager/Contract Awarding Authority at his sole discretion followed by the timely review by the Corporation to incorporate the changes or modifications (if any) as per the requirement .

## **1. GENERAL INFORMATION**

### **1. Place of Operation:**

The works in and around CW, Akola-I / CW, Akola-II / CW, Amravati / CW, Chikalthana, CW, Waluj ICD / CW Puntamba / CW, Gondia-I / CW, Gondia-II / CW, Kolhapur-I / CW, Kolhapur-II / CW, Nasik Road / CW, Nagpur / CW, Nanded / CW, Miraj (G) / CW, Sangli / CW, Vashi-I / CW, Yavatmal / CW, IRT Kalamboli in these presents shall mean and include the area within a radius of 200 kilometer(s) from the Central Warehouse - to be decided by the Concerned Regional manager/Contract Awarding Authority.

### **NOTE:**

(a) Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period the description of which is given in the Tender, the Corporation may, during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of those. In such an event the contract shall not be rendered invalid and the contractor shall be bound to perform all the services/duties and execute all the works as per terms and conditions and rates of the contract and they shall not be entitled to make any claim whatsoever, against the Corporation for compensation/revision of rates or otherwise, due to increase/decrease in the number of

godowns or the storage capacity of the godowns. In case the Contractor refuses or does not perform accordingly, same shall be treated as breach and Regional Manager/Contract Awarding Authority shall take action under clause X(a) of the contract condition.

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

## **2. BRIEF DESCRIPTION OF WORK**

Transportation work of Food grain, Industrial Goods, e-Commerce Items or other notified commodities etc. from Railway station /good shed/other specified locations to Warehouse/s/other specified locations or vice-versa (Elaborate description of service given in Clause XX of Annexure-I (Terms and Conditions) i.e. Scope of Work.

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 transportation shall be deemed to have been done after such acquaintance.

Once a Tenderer is empaneled by CWC, he shall be deemed to have fully acquainted himself with the size and location of godowns vis a vis loading/unloading points / nature of work / infrastructure facilities and functioning of all operations at the site and shall not be entitled to any compensation arising out of any discrepancy in the size and location of godowns/group of godowns found later on, or on the ground that the workers employed by him are demanding higher rates of wages if load involved in certain operation(s) is more or the commodities to be transported are heavier. The services required to be performed under the contract have been categorized in Scope of work.

Tenderers are required to quote for services covered in Clause XX of Annexure-I i.e. Scope of Work containing the terms and conditions.

The price bid along with the selection criteria will be shared with the required warehouse empaneled contractor as and when work is entrusted to CWC from depositor.

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

### 3. (A) MINIMUM ELIGIBILITY CRITERIA

Tenderer must upload/submit the documents mentioned under minimum eligibility criteria at serial no. 1 to 7 as applicable in accordance to the detailed mentioned below. Non-submission of the mandatory required documents pertaining to minimum eligibility criteria shall make the bid liable to be summarily rejected.:

S.No.	Minimum Eligibility Criteria	Mandatory Documents to be uploaded
1.	<p><b>(I) Grade –I, Where Estimated value of proposed work is (Above Rs. 5.00 Crore)</b></p> <p><b>Work Experience and Experience Certificate:</b> Tenderer should have experience of Transportation of Containers /Cargo duly obtained from government organization or Private organization dealing in the field of Fertilizer, Foodgrains, Cement, Sugar, Coarse grains or any other commodity. The tenderer should have successfully completed at least one single work of Rs. 1.75 Crore during preceding five years and the current year up to date of submission of Tender.</p> <p><u>Note:</u></p> <p>1. <u>The year for the purpose of experience will be taken as Financial year (1<sup>st</sup> April to 31<sup>st</sup>March]. (TDS)</u></p> <p><b>(ii) Grade –II, Where Estimated value of proposed work (Above Rs. 1.00 Crore and up to 5.00 Crore)</b></p> <p><b>Work Experience and Experience Certificate:</b> Tenderer should have experience of Transportation of Containers /Cargo duly obtained from government organization or Private</p>	<p>Experience certificate in the proforma prescribed at <b>Appendix III</b> shall be produced from customers under their signature and stamp stating proof of satisfactory completion of contract(s) besides duly certifying the nature of work, period of contract, and value of transportation work.</p> <p><u>Remarks:</u> All certificates issued by concerned parties should contain at least above requisite information for considering their experience as per terms of Tender.</p> <p>In case of certificates issued by the private company/party it should be supported by TDS certificate.</p>

	<p>organization dealing in the field of Fertilizer, Foodgrains, Cement, Sugar, Coarse grains or any other commodity. The tenderer should have successfully completed at least one single work of Rs. 35 Lakh during preceding five years and the current year up to date of submission of Tender.</p> <p><u>Note: The year for the purpose of experience will be taken as Financial year (1<sup>st</sup> April to 31 ST March]. (TDS)</u></p> <p><b>(iii) Grade –III, Where Estimated value of proposed work (Above Rs. 25 Lakhs and up to 1.00 Crore)</b></p> <p><b>Work Experience and Experience Certificate:</b> Tenderer should have experience of Transportation of Containers /Cargo duly obtained from government organization or Private organization dealing in the field of Fertilizer, Foodgrains, Cement, Sugar, Coarse grains or any other commodity. The Tenderer should have successfully completed at least one single work of Rs. 8.75 Lakh during preceding five years and the current year up to date of submission of Tender.</p> <p><u>Note: The year for the purpose of experience will be taken as Financial year (1<sup>st</sup> April to 31 ST March]. (TDS)</u></p>	
2.	<p><b>(i) Grade –I, Where Estimated value of proposed work (Above Rs. 5.00 Crore)</b></p> <p><b>Turnover:</b> The Tenderer should have achieved the minimum average annual turnover of Rs. 1.5 Crore during</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>In case Balance Sheets and Statement of Profit &amp; Loss A/c for the</p>

	<p>previous three years.</p> <p><b>(ii) Grade –II, Where Estimated value of proposed work (Above Rs. 1.00 Crore and up to 5.00 Crore)</b></p> <p><b>Turnover:</b> The Tenderer should have achieved the minimum average annual turnover of Rs. 30 Lakhs during previous three years.</p> <p><b>(iii) Grade –III, Where Estimated value of proposed work (Above Rs. 25 Lakhs and up to 1.00 Crore)</b></p> <p><b>Turnover:</b> The Tenderer should have achieved the minimum average annual turnover of Rs. 7.50 Lakh during previous three years.</p>	<p>immediately preceding financial year have not been prepared /audited, the accounts for the year previous to the preceding three financial years can be uploaded.</p> <p>Where the Tenderer is not under statutory obligation to get his Accounts audited, he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years.</p>
<p>3.</p>	<p>a) Tenderers should not have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid.</p> <p>b) Tenderers contract should not have been terminated by CWC/FCI during the last Five years as on the last date of submission of bid.</p> <p>c) The proprietor / any of the partners of the Tenderer firm / any of the Director of the Tenderer company should not have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more. The Tenders on acquittal would be</p>	<p>Undertaking in this regard <b>Under the Digital Signature</b> of authorized signatory as per <b>Appendix-II</b>.</p>

	eligible.	
4.	Tenderer registered under Micro and Small Enterprises. (if applicable)	<p><u>Micro &amp; Small Enterprises (MSEs) registered in UDYAM portal are exempted from payment of cost of Tender and should enclosed the proof of their being registered with UDYAM portal.</u></p> <p><b>An attested / self-certified copy of valid UDYAM registered certificate, giving details such as validity, stores / services etc.is to be provided.</b></p> <p>Their registration should be valid as on last date of submission of Tender and they should also mention the terminal validity of their Registration,if applicable, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.03.2012 / 26.3.2012 or any other notification issued / subsequent amendments issued thereafter</p>
5.	Cost of the Tender	The fees to be paid through e-payment gateway and proof to be uploaded OR certificate of registration for Tenderers registered under MSEs.
6.	<b>Empanelment Application Deposit</b>	Tenderer will be required to submit Rupees One Lakh to be deposited as Empanelment Application Deposit.

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

**Note :**

1. Empaneled agencies /Contractor to be categorized as under:

**Category I –**

- Having Work experience and Experience Certificate is as per Clause **3(A) (1)(i)**
- & Having Turnover as per Clause **3(A) (2)(i)**

**Category II-**

- Having Work experience and Experience Certificate is as per Clause **3(A) (1)(ii)**
- & Having Turnover as per Clause **3(A) (2)(ii)**

**Category –III**

- Having Work experience and Experience Certificate is as per Clause **3(A) (1) (iii)**
- & Having Turnover as per Clause **3(A)(2)(iii)**

2. Financial bids/Price Bid will only be called from the empaneled agencies/contractors who will qualify the Eligibility criteria based on the estimated value of work, For example:

- For a work, wherein value of work is **(Above Rs. 5.00 Crore)** – Category I contractors would be eligible.
- For a work, wherein value of work is **(Above Rs. 1.00 Crore and up to 5.00 Crore)** – Category I & Category II contractors would be eligible.
- For a work, wherein value of work is **(Above Rs. 25 Lakhs and up to 1.00 Crore)**– Category I, II & III contractors would be eligible.

### **3. (B) ALL OTHER REQUIRED DOCUMENTS**

Tenderer must upload/submit the documents in accordance to the detailed mentioned below at serial no. 1 to 9 along with the Tender document.

Sl. No.	Eligibility Criteria	Documentary proof to be uploaded
1.	Details of Tenderer	Duly filled, Scanned copy of <b>Appendix-I under the Digital Signature of Authorized Signatory</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>Appendix-IV</b> duly certified by a practicing Chartered Accountant based on latest financial year for which accounts i.e. profit and loss account and balance sheet is submitted in the Tender.
3.	<b>Power of Attorney</b>  <b>Note:</b> The bid should be uploaded by the authorized signatory as defined in Appendix-V under his own digital	Power of Attorney in favour of signatory(ies) <b>duly attested by Notary</b> as per <b>Appendix-V</b> which is for purpose of guidance only and deviation in the wording can be accepted.

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



	<p>Note:</p> <ol style="list-style-type: none"> <li>1. The declaration from the Tenderer confirming that he has understood the Tender document and his bid complies with the Tender requirements / terms &amp; conditions of the Tender document, he has quoted the rates without any condition / deviation and the rates quoted by him are as per Tender document.</li> <li>2. Tenderer shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.</li> </ol>	
6.	Affidavit on stamp paper duly attested by the notary regarding certification of genuineness & authenticity of documents as per Appendix-VIII	<b>Affidavit on stamp paper duly attested by Notary as per Appendix VIII along with Tender document.</b>
7.	PAN Number	Copy of PAN Card
8.	GST Registration	Copy of valid GST registration.
9.	Pre-Contract Integrity Pact	<b>Appendix-IX</b> Under the digital signature of Authorized Signatory on each page of annexure.
10.	Financial Bid	Bidders who wish to participate in e-Tender need to fill data in pre-defined forms of Price Bid in Excel format only. The price bid will be called from empaneled tenderers, whenever CWC is entrusted work by the depositors.
11.	The bidder must own/possess the equipment's for handling & Transportation of consignments (Truck & Trailers etc.). The bidder shall submit the list of vehicles owned / possessed.	<b>Appendix-XII</b> Undertaking to be submitted by the authorized signatory.

#### 4. DISQUALIFICATION CONDITIONS

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

#### 5. OTHER DETAILS

(a) **Terms for Micro & Small Enterprises**

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

(b) *Bidder must upload scanned copies of above referred documents in support of their*

eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the Empanelment Application Deposit of the bidder shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the Tenders of Central Warehousing Corporation works for the next 05 (Five) Years.

- (c) The Tender are to be submitted containing Technical Specifications through e-Tender process only.
- (d) Tender Application is the part of Tender Document and therefore bidders are requested to read the complete Tender document and comply all the conditions mentioned therein.

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

## **6. VOLUME OF WORK**

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

## **7. ESTIMATED VALUE OF WORK**

The estimated value of work will be based on the Value of work provided by the Depositors to CWC.

## **8. EMPANELMENT APPLICATION DEPOSIT**

Tenderer will be required to submit Rupees 1,00,000/- (Rupees One Lakh Only) to be deposited as empanelment application deposit (besides Security deposit). Tenders not accompanied with empanelment application deposit shall be liable to be summarily rejected. The application deposit shall be returned to all unsuccessful tenders, as soon as practicable after decision on empanelment. No interest shall be payable on the amount of empanelment application deposit under any circumstance.

Empanelment Application Deposit will be refunded to all the empaneled contractors on the end of empaneled period. For successful tenderer, after he has furnished the security deposit; if the successful tenderer does not desire the same to be adjusted towards the security deposit.

However, Empanelment Application Deposit shall be forfeited in the event of the tenderers failure, after the acceptance of his empanelment, to furnish the requisite security deposit by the due date to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.

MSEs registered in UDYAM portal are exempted from payment of cost of Tender and should enclose the proof of their being registered in UDYAM portal .Their registration should be valid as on last date of submission of Tender and they should also mention the terminal validity of their Registration, if applicable, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.03.2012 / 26.3.2012or any other notification issued / subsequent amendments issued thereafter

*Any false/ wrong information/ credentials submitted may lead to the Tenderers being blacklisted in CWC and debarred for participating in Tender For next 05 (Five years) besides forfeiture of the Empanelment Application Deposited.*

## **9. SECURITY DEPOSIT (SD)**

- (i) The security deposit Amount will be called from the Successful empaneled tenderer whenever the work will be entrusted to CWC by the depositor during the tenure of Empanelment. The successful empaneled tenderer shall furnish the Security deposit **@ 5% of Estimated Value of Work** within three (03) days of the acceptance of his Tender. The successful empaneled Tenderer however, shall be given the option to pay 50 per cent of the security deposit within the above mentioned period and the remaining by deduction at the rate of 5 (five) percent from each admitted bill, for work done under the contract. In the event of non-submission of Security deposit within the stipulated period of time, CWC have the right to forfeit the entire amount of Empanelment Application Deposit.
- (ii) The Security Deposit amount shall be deposited in favour of the Regional Manager, CWC, RO, Mumbai in the form of Demand Draft/NEFT/RTGS issued by scheduled banks only.
- (iii) The Security deposit furnished by the Tenderer would be subject to the terms and conditions given in the Appendix to this Tender and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- (iv) If the successful Tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this TENDER and a fresh security deposit shall be required to be furnished.
- (v) The contractor shall furnish within three (03) days of the acceptance of their Tender , security deposit as prescribed in the invitation to TENDER .In the event of Tenderers failure after the acceptance of his Tender to furnish requisite security deposit by the due date and not taking over the work, the Empanelment Application Deposit shall be liable

to be forfeited besides the Corporation may suspend/ban the trade relations with them or debar to participate in all future Tender enquiries with CWC based on merit of each case for next 05(Five) Years without prejudice to any other rights and remedies of the Corporation under the contract and law. The decision of the **Regional Manager/Tender Awarding Authority, CWC, RO Mumabi, Sector-20, Near APMC Fruit Market, Vashi, Navi Mumbai 400703**. In this matter shall be final and binding to the Tenderer. The contractor at their option may deposit 50 per cent of the prescribed security at the time of acceptance of the contract while the balance 50 per cent may be paid by the contractor by deductions at the rate of 5 per cent from the admitted bills of the contractors.

- (vi) The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the time it is held by the Corporation.
- (vii) The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract and on submission of a No Demand Certificate, subject to such deduction from, the security as may be necessary for making up of the Corporation's claims against the contractor.
- (viii) In the event of termination of the contract envisaged in Clause-X, the **Regional Manager/Tender Awarding Authority, CWC, RO Mumabi, Sector-20, Near APMC Fruit Market, Vashi, Navi Mumbai 400703** shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.
- (ix) The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
- (x) In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining due balance.
- (xi) Whenever the security deposited falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

## **10. SELECTION OF LOWEST BIDDER**

**The below mentioned criteria is for the purpose of information only and the actual selection criteria will be detailed in the price bid at the time of inviting bids from empaneled contractors.**

Financial bids/Price Bid will only be called from the empaneled agencies/contractors who will qualify the Eligibility criteria based on the estimated value of work, For example:

- For a work , wherein value of work is (**Above Rs. 5.00 Crore**) – Category I contractors

would be eligible.

- For a work, wherein value of work is (**Above Rs. 1.00 Crore and up to 5.00 Crore**) – Category I & Category II contractors would be eligible.

- For a work, wherein value of work is (**Above Rs. 25 Lakhs and up to 1.00 Crore**)– Category I, II & III contractors would be eligible.

(a) The rates quoted as per the price bid will be multiplied with corresponding slabs

(b) The average lead is \_\_\_\_\_ km (will be decided by Regional manager)

(c) The sum total of all the slabs will be calculated

(d) The lowest sum total will be declared as L-1

(e) Rate quoted shall be exclusive of applicable GST

**For example, if a lead distance is 110 Kms, then the calculation will be as follows**

Sl no	Particular	Distance (Km)	Rates (in Rs) quoted by Bidder 1 (per ton per km)	III= I*II	Rates (In Rs) quoted by Bidder 2 (per ton per Km)	V=I*IV
		(I)	(II)		(IV)	
1.	Upto 10km	Flat Rate(per ton _)	50	50	40	40
2.	Above 10 km	100	4.50	450	4.75	475
3.	Sum total			500		515

**L-1 is bidder number 1**

- **Note:** The rates will be evaluated for the Average lead (to be decided by Respective regional managers). In the above example we have taken average lead as 110 kms.

- The rates quoted are for the purpose for example and does not suggest rates for the operations.

- Payments to contractors will be regulated as per calculation shown above for selection of lowest bidder

- The price bid will be called only from empaneled contractors for the listed warehouse(s).

- *The Transportation rates quoted by bidder should be inclusive of all the Toll Taxes and other levies*

- (e) The technical bid shall be opened on the due date and time as specified in Tender. The price bid of empaneled contractor will be called as and when work is entrusted to CWC from depositor. The time and date of opening of price bid shall be fixed and shall be intimated to empaneled parties only.
- (f) Necessary clarification required by the Corporation shall be furnished by the Tenderer within the time frame given by the Corporation for the same as per procedure given in 11.1 to 11.3.
- (g) The bids of such Tenderers who do not pay the cost of Tenders shall not be taken cognizance of. Also Bidders not submitting Empanelment Application Deposit shall not be taken cognizance of.
- (h) It should be clearly understood by the Tenderer [s] that no opportunity shall be given to him / them to modify or withdraw his / their offer after the date and time stipulated for submission of Tender. In case of any modification or withdrawal of the offer by any bidder after the date and time stipulated for submission of Tender, the Empanelment Application Deposit submitted with tender shall be forfeited
- (i) The Tender Form shall be filled in by the Tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the Tender invalid unless the same is neatly carried out and attested over the full signature of Tenderer. The decision of CWC to interpret the rates filled in by the Tenderer shall be final and binding on the contractor.
- (j) In case where there is more than one tenderer quoting the same rates due consideration shall be given to financial turnover as submitted under serial no. 3(A) 2 of eligibility criteria for the purpose of selection of L1. In such cases, Tender shall be awarded to the tenderer having higher average financial turnover of preceding three years for which turnover has been given in the Tender.

## **11. SUBMISSION OF TENDER**

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

Warehousing Corporation will be out rightly rejected.

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

I. Information about Tenderers:

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

II. Uploading/Signing of Tenders:

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

Tenderer is required to sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.

**Pre-bid meeting:**

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

**11.1 Preliminary scrutiny of bids:**

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

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



year(s) then the turnover for that year shall be taken as “NIL” for the purpose of evaluation of Tenderer.

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

### **11.2 Further evaluation of Stage: I Technical Bid:**

- a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the Tender.
- b) The Corporation, if necessary may ask the Tenderer for any specific information/clarification relating to qualifying document/condition or can seek missing document(s). The required clarification and missing documents will be asked from only those bidders who have fulfilled the minimum eligibility criteria and it must be uploaded within specified time subject to maximum of 15 days on the same portal as per the procedure prescribed below i.e. in clause 11.3.

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

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

### **11.3 Procedure to be followed for obtaining missing documents and specific clarification:**

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

### **12. OPENING OF TENDER**

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

### **13. CORRUPT PRACTICES**

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

## 14. ACCEPTANCE OF TENDER

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

## 15. EXECUTION OF AGREEMENT

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

- i. The execution of agreement shall be preceded by furnishing of Security deposit as detailed above. *The agreement shall be executed within one week of the acceptance of the Tender, failing which the Contract is liable to be terminated.*

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

**Yours faithfully,**

**DATE:**

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

TERMS AND CONDITIONS GOVERNING CONTRACT FOR TRANSPORTATION OF FOODGRAIN, INDUSTRIAL GOODS, E-COMMERCE ITEMS ETC MATERIAL AT CENTRAL WAREHOUSE

## **I. Definitions:**

- i.** The term ‘Contract’ shall mean and include the notice inviting Tender, the invitation to Tender, incorporating also the instructions to Tenderers, the Tender, its annexures and schedules, acceptance of Tender and such general and special conditions as may be added to it;
- ii.** The term ‘Contractor’ shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case maybe;
- iii.** The term ‘Corporation’ and the Central Warehousing Corporation, wherever occur shall mean the Central Warehousing Corporation established under Warehousing Corporation Act 1962 will include its Managing Director and its successor or successors and assigns.
- iv.** The term “Foodgrains” shall mean and include Wheat, Paddy, Rice, Pulses, Maize or any other foodgrains stored / transported on behalf of CWC’s depositors;
- v.** The term ‘Godown’ / ‘Warehouse’ shall mean and include depots, godowns, warehouse already belonging to or under occupation of the CWC or may hereafter be constructed or acquired by it at any time and shall also mean and include open platform/plinths built or constructed for storage of food grains inside or outside the premises;
- vi.** The term ‘Managing Director’ shall mean the Managing Director of the Corporation;
- vii.** The term ‘Regional Manager’ shall mean the Regional Manager of the CWC under whose administrative jurisdiction, the Central Warehouse/ Godowns falls. The term ‘Regional Manager’ shall also include the Warehouse Manager and every other officer authorized by him from time to time to execute contract on behalf of CWC;
- viii.** The term ‘Services’ shall mean the performance of any of the items of work enumerated in schedule of scope of work as elaborated in Clause XX herein including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Regional Manager, or an officer acting on his behalf;
- ix.** The term ‘Truck’ wherever mentioned shall mean mechanically driven vehicles such as lorries etc., and shall exclude animal driven vehicles;

## **II. Object of the Contract:**

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

It is to clarify that the purpose of empanelment of Transportation contractors is for the transportation work entrusted to CWC by bulk Depositors.

### **III. Parties to the Contract:**

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

### **IV. Constitution of Contractor/s:**

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

Corporation shall have the right to terminate the contract, if it deems so fit.

## V. Subletting:

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

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

## VI. Relationship with Third Parties:

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

## VII. Liabilities for Personnel

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

- as required under the provisions and rules of various applicable labour and transport laws.
- d) Apart from the indemnity provided to the principal employer under the various labour laws, the contractor shall fully indemnify CWC against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in CWC.
  - e) It shall be the responsibility of the contractor to get all employees/workmen deployed at CWC premises duly screened and verified, preferably through police verification. CWC shall have the right to object and require the contractor to remove forthwith from the premises any personnel employed by him, if in the opinion of CWC such person's conduct is not commensurate with the requirements, discipline, decorum and decency of CWC and/or the person is not desirable with proper performance of the work.
  - f) The contractor shall pay not less than minimum wages rate as notified by the appropriate Government to the employees/workers engaged by him. The disbursement of the wages shall be in the manner as prescribed under law.
  - g) The contractor shall provide, at his own cost, all workers and other employees with necessary tools, safety helmets, shoes, jackets, etc. for effective and efficient discharge of the work contemplated in the contract.
  - h) CWC shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee from any sum due by CWC to the contractor whether under the particular contract or otherwise, CWC shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the contractor and upon his giving to CWC security for all costs for which CWC might become liable in contesting such claim. The decision of CWC regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.
  - i) If CWC, at any time, considers the mode adopted by the contractor of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the contractor may be withheld during such non-compliance.

#### **VII(a) EMPLOYEES PROVIDENT FUND & ESI**

- a) The onus of deposit of PF/ESI dues shall be on the contractor. Payment against contractor's bills will be released only when notarized copies of relevant challans, PF Registration / Code Number along with photocopies of attendance and payment registers, if and as applicable, are provided for the previous month (i.e. one month prior to the period for which the bill pertains).
- b) The contractor will ensure compliance of mandatory Central & State government regulations/orders/guidelines, as and if applicable.
- c) It shall be mandatory for the contractor to obtain (or at least apply for) labour license, if and as applicable, before the commencement of the work. (To enable the Contractor to apply for labour license, necessary certificate of award of work shall be given by CWC).
- d) The contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from

time to time through enactment of “Employees Provident Fund and Miscellaneous Provisions Act, 1952, wherever applicable and shall also indemnify CWC from and against any claims under the aforesaid Act and the Rules.

### **VIII. Bribes, Commission, Corrupt Gifts etc.:**

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

### **IX. Period of Empanelment:**

- i. The period of empanelment shall be for a period of 02 (Two) years from the date as mentioned in Acceptance of Empanelment letter issued by Regional Manager/Tender Accepting Authority. The bidder has to submit letter of consent for empanelment specifying the period of the empanelment.**
- ii. The empaneled contractor has to sign agreement with CWC in case of award of work to him/them during the period of empanelment.**
- iii. CWC can terminate the empanelment at any time during its currency without assigning any reason thereof by giving thirty days’ notice in writing to the contractor at their last known place of residence / business and the contractor shall not be entitled to any compensation by reason of such termination.**

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

### **X. Summary Termination:**

- a) The Regional Manager/Tender Awarding Authority shall have, *without prejudice to other rights and remedies*, the right, in the event of breach by the contractors of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract, at the risk and cost of the contractors and /or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor’s negligence or unwork-man like performance of any of the services under the contract and to claim from the contractors any resultant loss sustained or cost incurred. The non performing/defaulting Transport contractor may also be suspended/banned for trade relations/blacklisting for a period of 02 (Two) years based



on the gravity of non-performance / default of the contractor by the **Regional Manager /Tender Awarding Authority, CWC, RO Mumabi, Sector-20, Near APMC Fruit Market, Vashi, Navi Mumbai 400703**] whose decision in the matter shall be final and binding.

- b) In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors in such eventuality the security deposit shall be stand forfeited.
- c) Empaneled Contractors, who fail to participate in the bidding process continuously for more than three times for work in the same location or any location wherein the Contractor is empaneled. **The empaneled contractor will not be allowed to participate for the next three bids.**

### **XI. Liability of Contractors for losses etc. suffered by Corporation:**

- a) The contractors shall be liable for all costs, damages, demurrages, wharfages, forfeiture of wagon, registration fees, charges and expenses suffered or incurred by the Corporation due to the contractor's negligent and Un-workman like performance of any services under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage etc. and for all damages or losses occasioned to the corporation due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the Regional Manager/Tender Awarding Authority regarding such failure of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.
- b) The Corporation shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by them due to contractor's negligence and un-workmanlike performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the contractors under this or any other contract with the Corporation. In the event of the sum, which may be due from the Corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in Para XI. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation, on demand, the remaining balance of the aforesaid sum claimed.
- c) The Contractor shall be responsible for the safety of the goods from the time they are unloaded at Railhead from Rail wagon and / or loaded on their trucks from Railway Station or siding Godowns, until they have been unloaded from their trucks at godowns or at other destination, they shall provide tarpaulins on decks of the trucks so as to avoid loss of grain/items etc. through the holes / crevices in the decks of the trucks. They shall deliver the number of bags and the weight of Foodgrain, Industrial Goods, e-Commerce Items etc. received by them and loaded on their trucks and shall be liable to make good the value of any loss, shortage or damage during transit. The Regional Manager shall be the sole judge for determining, after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the

contractor for such loss and the amount to be recovered from them. The decision of the Regional Manager/Tender Awarding Authority in this regard shall be final and binding on the contractor.

- d) 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/items 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 Transport Contractor i.e. deductions made by depositors on account of shortage/loss/damage of commodity/item/bags during transit at the rate of acquisition cost/declared cost of commodity of depositors and penalty imposed by depositors on CWC.
- e) The contractor shall be responsible to supply adequate and sufficient trucks/any other transport vehicle for transport & carrying out any other services under the contract in accordance with the instructions issued by the Regional Manager or an officer acting on his behalf. If the contractor fails to supply the requisite number of trucks/carts, the Regional Manager shall, at his entire discretion without terminating the contract be at liberty to engage other labour, trucks/carts etc. at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Regional Manager shall be final and binding on the contractor.
- f) The Contractor shall engage competent adequate staff and labour to the satisfaction of the Regional Manager or an officer acting on his behalf for ensuring efficient transport of foodgrains/goods etc. and furnishing correct and up to date position/information/progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, his servants or agents or representatives. The Regional Manager shall have the right to ask for the dismissal of any employee of the contractor, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractor, his servants or agents or representatives shall be final and binding on the contractor.
- g) In case of any accident or eventuality during the transit the same should be informed to CWC RO, Mumbai concerned center in charge immediately, besides completing the formalities of lodging FIR with police, investigation report, arrangement of Fire Brigade report and photographs etc. wherever necessary. Without preliminary survey truck/salvage should not be removed.
- h) The Contractor shall have to allow CWC representatives as escort to travel in the lorry, if required.
- i) The contractor is expected to monitor various operational activities and supply information of all Goods in transit to CWC on a daily basis in the format as may be prescribed by CWC management/Regional Office/Warehouse Manager from time to time.

## **XII. Setoff:**

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

## **XIII. Book Examination:**

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

## **XIV. Volume of Work:**

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

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

### **NOTE: -**

Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period the description of which is given in the Tender, the Corporation may, during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of those, the description of which is given in the Tender or out of those which are later constructed/acquired later during the pendency of the contract. In such an event, the contract shall not be rendered void and the contractor 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.

## **XV. Remuneration:**

- a) The contractor shall be paid the remunerations in respect of the services described in clause XX and performed by them at the contract rate.
- b) If the contractor is required to perform any service in addition to those specifically provided for, in the contract and the annexed schedule, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.
- c) The Contractor will have the right to represent in writing to the Regional Manager/Tender Awarding Authority that a particular service which they are being called upon to perform is not covered by any of the services specifically provided for in the contract or as the case may be, is not auxiliary or incidental to such services. Provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.
- d) The question whether a particular 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/Tender Awarding Authority, whose decision shall be final and binding on the contractor.

## **XVI. Payment:**

- a) Payment will be made by the Regional Manager/Tender Awarding Authority on submission of bills, in triplicate duly supported by consignee receipts/or work certificate issued by the Warehouse Manager or an officer acting on his behalf, as the case maybe.
- b) The contractor should submit all their bills not later than two months from the date of expiry of the contract so that the refund of the security deposit may be speeded up. In order to facilitate fast disposal of bills the contractors are advised to submit their bills fortnightly.
- c) The payment shall be made by the Corporation after realization of the amount from the concerned depositor. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- d) The payment shall be made through e-payment system for which the following details shall be provided by the contractors immediately after commencement of the contract.

(i)	Bank Account Number
(ii)	Nature of Account [SB or Current]
(iii)	Name of Bank & Branch
(iv)	MICR Code No.

(v)	RTGs code & Bank IFSC code

- e) In case of abnormal delay in submission of the bill (i.e more than 30 days from the due date on which bills should have been submitted), the contractor shall be liable for following penalties ,which shall be deducted from the bills of the contractor at the time of payment.
- Interest at the applicable rate under GST Act i.e 1.50% per month on account of delayed availment/ utilization of GST credit by CWC (in case of taxable supply).
  - Interest prescribed under Income Tax Act on account of delayed deduction and deposit of TDS on H & T Bills i.e 2.50% per month (1% for delayed deduction & 1.50% for delayed deposit) .(as H&T bills shall be accounted for on accrual basis)
  - Recovery @25.17% towards tax lost by the Corporation in case the H & T expense is booked under “Prior Period” account. This is the case where bill of previous financial year is received and passed for payment in current financial year.

**To give an example, in case a Bill of Rs 1,00,000/- is received from the H & T Contractor in June,20 for the service period of Feb, 20,recovery on account of a, b and c above shall be as under :**

- Intt (GST)-4 months @ 1.50% per month- Rs 1,080/-(assuming GST of Rs 18000/ - on Rs 1,00,000/-)
  - Intt (TDS)- 4 months @ 2.50% per month- Rs 1,000(assuming TDS of Rs 10,000/-)
  - Tax Lost @ 25.17%- Rs 25,170/-
- f) 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. Non-compliance 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.
- g) As regards the Income Tax, CWC shall not bear any tax liability whatsoever. Income Tax, at the Rates as applicable under the provisions of the *Income Tax Act ,1961* 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
- h) GST e way bill, for prevalent movement of the stock will be generated by the contractor as per GST Act & provisions. If any liability arises to the corporation due to

non-generation/wrong generation of e way bill, the same will be recovered from the bills of the contractor.

- i) 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.
- j) *The Transportation rates quoted by bidder should be inclusive of all the Toll Taxes and other levies*
- k) *The bidder should quote correct GST rate. The classification of services as per GST Act should be done correctly by the contractor to ensure that input tax credit of GST is not lost to CWC on account of any error on the part of the contractor.*
- l) *GST payable under reverse charge mechanism for specified services under GST Act or rules, if any, shall not be paid to the contractor but will be directly deposited to the government by CWC.*
- m) *Where CWC is under obligation to discharge GST liability under reverse charge mechanism and CWC has paid or is/liable to pay GST to the Govt. on which interest or penalties become payable as per GST laws for any reason which is not attributable to CWC or input tax credit w.r.t such payments are 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 the Contractor.*

#### **Rate Clause:**

- 1) The rates for transportation of commodities are on the basis of net weight.
- 2) No separate remuneration will be payable for the distance covered by the loaded lorries for the return journey, or from garage to place of loading, or back to garage
- 3) For the purpose of calculation of transportation charges, the distance shall in all cases be rounded off to the nearest Kilo Meter
- 4) No upward revision or any request for upward revision of rates shall be undertaken on account of increase in fuel prices during currency of contract.

#### **XVII. Delays, Strikes etc.:**

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

## **XVIII. Laws governing the contracts:**

The contract shall be governed by the laws of India for the time being in force.

## **XIX:DISPUTES RESOLUTION**

### **XIX (A) Amicable Resolution:**

(i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in **sub-clause (ii) below**.

(ii) A Joint Committee with equal number of representative (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s.....the (Name of the ABC) shall be constituted for the administration of agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.

The Joint Committee comprising three authorized representatives including concerned Regional Manager of CWC and equal number of authorized representatives of M/s..... (name of the ABC) concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle-free operation so long as the overall structure of this agreement does not change.

In the event of any Dispute between the Parties, other Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the ABC or such persons nominated by them, for the time being for amicable settlement. Upon such reference, the said two persons shall meet not later than 7 days of 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 15 days of such meeting between the said two persons, either party may refer the dispute to arbitration.

### **XIX (B) Arbitration:**

All disputes and differences **which is not resolved by Amicable Resolution, as mentioned above**, arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. The award of such arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred transfer is unable to act for any reason, the Central Warehousing Corporation at the time of such inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term

of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award.

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

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

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

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

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

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

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



## **XX. Scope of work:**

TRANSPORT OF FOODGRAINS BAGS, INDUSTRIAL GOODS, E-COMMERCE ITEMS OR OTHER NOTIFIED COMMODITIES ETC FROM THE RAILWAY STATION/GOOD SHED/OTHER LOCATIONS TO VARIOUS GODOWNS/OTHER LOCATIONS AND VICE-VERSA:

The Contractor shall transport by trucks to be arranged by them such number of bags of foodgrains, industrial goods, e-commerce items, 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/Good shed/other specified locations to the various Godowns/other specified locations or vice-versa. The contractor shall take care not to mix bags of different kind of foodgrains bags/ different commodity/items containing different qualities of the same foodgrains and bags containing wet/damaged grains, sweepings etc.; with bags of sound grains etc.

Also contractor shall take care not to mix different commodity/items containing different qualities in order to avoid intermixing of goods/items.

The contractor shall obtain from the Warehouse Manager or an officer acting on his behalf every evening particulars of cargo/the number of bags of foodgrains, industrial goods, e-commerce items, other notified commodities etc., 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.

## **XXI. Duties and Responsibilities of the Contractor:**

1. The contractor shall carry out all items of services assigned or entrusted by the Warehouse Manager or an officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said officer. They shall render the services to the satisfaction of the Warehouse Manager or an officer acting on his behalf, together with such auxiliary and incidental duties, services and operation as may be indicated by the said officer(s) and are not inconsistent with the terms and conditions of the contract. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the Schedule of Rates for services shall be deemed to be included in the remuneration for all auxiliary and incidental duties. Some of such auxiliary and incidental duties are mentioned below:
2. 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.

3. The contractor shall engage competent and adequate staff and labour to the satisfaction of the Warehouse Manager or an officer acting on his behalf, for ensuring efficient transport of food grains etc. and furnishing correct and up to date position Information / progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Warehouse Manager shall have the right to ask for the removal of any employee of the contractors, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc.; of the contractor, their servants or agents or representatives shall be final and binding on the contractor.
4. The contractor shall provide the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the contract to Warehouse Manager and Officers authorized to act on his behalf. It shall be the duty of those representative(s) to call at the office of the Warehouse Manager or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about the programme of arrivals and dispatches to various recipients and other godown activities and to report the progress of loading/unloading/transport work etc. and generally to take instructions in the matter.
5. The contractor shall take adequate steps and necessary precautions to avoid wastage and damage to the foodgrains, commodities/ items/goods etc.; during transportation. Contractor shall be liable for any loss which the Corporation may suffer on account of the bags, commodities/items/goods not being properly transported. 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.
6. The contractor shall provide sufficient number of tarpaulins for each truck/cart/any other transport vehicle to cover the bags of foodgrains, industrial goods, ecommerce items etc. during the rains and shall be responsible, if the foodgrains/items/goods 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.
7. The contractor shall obtain from the Warehouse Manager or an officer acting on his behalf, particulars of consignments expected to be received and/or proposed to be dispatched from /at godowns / railheads as the case may be. In case of receipt of foodgrains etc.; 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 railway receipts for a particular consignment is not available, the contractor shall take delivery or arrange dispatch of consignments of foodgrains etc, at short notice and they shall be bound to comply with such request/s.
8. The contractor shall prepare necessary forwarding notes, risk note forms etc. in respect of consignments intended for dispatch by Railways.

9. If any consignment received has been booked on “freight to pay” basis, the contractor shall pay freight by means of Firm 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 himself pay the freight in the first instance and then get reimbursed the same by submitting a stamped and pre receipted bill supported by vouchers.
10. The contractor shall keep a complete and accurate record / account of number of bags/items/commodities transported 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.
11. The contractor shall obtain clear RAILWAY RECEIPTS in respect of consignments booked by them. If the contractor finds any difficulty in getting clear RR in respect of consignment packed in new bags/new items/new commodities, 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.
12. 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.

The contractor shall be responsible to supply adequate and sufficient labour, trucks/carts/any other transport vehicle for transport & carrying out any other services under the contract in accordance with the instructions issued by the Regional Manager or an officer acting on his behalf. If the contractor fails to supply the requisite number of trucks/carts, the Regional Manager shall at his entire discretion without terminating the contract be at liberty to engage other trucks/carts etc. at the risk & 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 any gain resulting from entrustment of the work to another party. The decision of the Regional Manager shall be final & binding on the contractor.

13. The contractor shall be responsible for obtaining consignee’s receipts of all bags/items/commodities entrusted to them for carrying and for handing over the receipt next day to the Warehouse Manager or an officer acting on his behalf.
14. The contractor shall strictly abide by all rules and regulations of Railways, Police, Municipal authorities and other local bodies.
15. The contractor shall be responsible for the safety of the goods 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 grain industrial goods, e-commerce items etc; is required to be transported by the contractor. They shall provide tarpaulins on decks of the trucks, so as to avoid loss of the grain, items etc; through the holes / crevices in the decks of the trucks. They shall also exercise adequate

care and take precautions to ensure that the foodgrains bags, industrial goods, e-commerce items are not damaged while in transit in their trucks / carts / any other transport vehicles. They shall deliver the number of bags and the weight of foodgrains, industrial goods, e-commerce items etc; received by them and loaded on their trucks. 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 foodgrains, industrial goods, e-commerce items except when the Regional Manager (whose decision shall be final) decides that the difference between the weights taken at the dispatching and receiving ends is negligible and is due to the discrepancies between the scales, gain or loss in moisture or other causes beyond contractors control.

16. 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.
17. The contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractors', negligence and unworkman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage; wharfage etc; and for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligence or otherwise of the contractors themselves or their employees. The decision of the Regional Manager regarding such failure of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.
18. 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.
19. 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.
20. For purposes of transport of foodgrains in this contract use of animal driven cart in place of trucks will not be allowed unless the Warehouse Manager, in his sole discretion, specifically permits such use in writing. Such use of animal driven carts if permitted by the Warehouse Manager shall be at 25 per cent less than the contract rates for trucks.
21. All taxes / levies / fees / charges payable to any Govt. / Local Body on the Service Charges payable by the Transport 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.
22. Rent for his office or garage in the warehouse complex as also the charges for water & electricity utilized therein, by the contractor shall be paid by the contractor to CWC together with applicable GST thereon, at the rate as in force from time to time.

23. The contractor shall be responsible to comply the Carriage by Road Act, 2007 in the matter of transportation of goods to / from Goods shed / Warehouse or at any designated place.

24. In line with the Government policy, the contractor shall be under obligation to make cashless payment of wages to workers i.e., by Account Payee Cheque, RTGS, NEFT, Internet Banking, Cards, Aadharenabledsystem, UnifiedPaymentinterface(UPI), mobile banking etc.

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

25. 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 waitingtime.

## **XXII. Blacklisting Clause:**

The non performing / defaulting Transport contractor may be suspended / banned for trade relation / black listed for a period of 02(Two) years based on the gravity of non-performance / default of the Transport contractor, by the **Regional Manager/Tender Awarding Authority CWC, (Address of RO/CO)**, whose decision in the matter shall be final and binding.

## **XXIII. Interpretation of the Clause:**

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

## **XXIV. Force Majeure:**

Notwithstanding anything in this agreement to the contrary neither the Corporation nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by " force majeure " which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake and other acts of God, action of enemies or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

## **XXV. Route Diversion:**

- a) 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 i.e. for up to 15days.
- b) 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. However, for restriction of more than 15 days resulting in longer/shorter mileage the rates can be revised with mutual discussion.

## **XXVI. Withdrawal**

In case any contractor has withdrawn its bid after empanelment, the refundable interest free security deposit by the contractor shall be forfeited. Only if the withdrawn request is due to newly added/deleted/modified terms and conditions as mentioned in point 5(e) of Other Details clause is/are not accepted to empaneled contractor, Contractor can request for withdrawal of its empanelment. However, decision of Tender Awarding Authority/Regional Manager in this matter will be final and binding.

## **XXVII. Performance Parameters**

On a scale of 1 to 5, Customers will be free to rate the service of the vendor/Contractor/Transporter for the following parameters /pointers where “1” represents ‘very poor’ and “5” represents ‘Excellent’: -

- a. Transit Time
- b. Value for Money
- c. Safety of the Cargo/container (No damage or theft)
- d. Efficiency & Convenience

When a Vendor /Contractor/Transporter receives a low rating (Very poor/Poor) for consecutively Three times then, CWC will undertake appropriate measures which may even be de-registration of empaneled transporters either temporarily or permanently, as decided by respective Regional Managers / Tender Awarding Authority.

## **XXVIII. DE-REGISTRATION OF EMPANELLED TRANSPORTERS**

In terms of Clause X(a) and Clause XXVII, appropriate measures may be taken by CWC which may even be de-registration of empanelment for a period of minimum 06 months to maximum till the validity of empanelment for the specific stream/all streams at a Warehouse/group of Warehouse. Regional Manager/Tender Awarding Authority will only be empowered for de-registration subject to an advance notice served to the agency.

## **XXIX INSURANCE:**

It is advisable for contractor to take a suitable insurance policy for transportation and also for allied activities/risks, if any. This is in the interest of the contractor to cover himself from risks involved in Transportation of cargo. Since this is a policy which protects the contractor, it is advisable that he takes such a policy for a value as he deems fit. It may be noted that this is not a mandatory requirement of CWC for fulfillment of this contract. CWC, however, will be recovering the value/claim of any damage that has arisen while the cargo/containers were in the custody of the contractor from contractor's bills/Security Deposit/BG etc., irrespective of whether insurance policy has been taken by contractor or not.

## APPENDIX -I

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

\_\_\_\_\_

2. Operation Address

\_\_\_\_\_

3. Registered office address

\_\_\_\_\_

4. Address of the Tenderer and

\_\_\_\_\_

\_\_\_\_\_

5. Telephone No. \_\_\_\_\_

6. Fax No. \_\_\_\_\_

7. Email Address \_\_\_\_\_

8. Website \_\_\_\_\_

9. GST Registration No. \_\_\_\_\_

10. PAN No. \_\_\_\_\_

11. Details of Sister Concerns:

- a) Name &Address
- b) Activities engaged in by Sister Concern
- c) Names, address & Telephone Nos.of Proprietors/ Directors/ Partners of Sister Concern.

12. Tenderers Bank Details:

- a) Bank Account No:
- b) Nature of Account (SB or current):
- c) Name of Bank &Branch:
- d) MICR Code No.:
- e) RTGS code Bank (IFSC Code):

Place \_\_\_\_\_

Dated \_\_\_\_\_

(Capacity in which signing)



**CENTRAL WAREHOUSING CORPORATION**

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

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

Remarks \_\_\_\_\_

\_\_\_\_\_

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

5. Declaration about relationship with Employee of CWC

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

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

Name & Address of the Association; With

Telephone/Fax No.

7. I, Tenderer will submit the copy of the license / Registration under Food Safety and Standards Authority of India (FSSAI) within 30 days of award of the work. In case the same has been applied for, the copy of application may be submitted within 30 days of award of work.

**DISQUALIFICATION CONDITIONS:**

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

**(Signature & Seal)**

**(Authorized Signatory)**

**APPENDIX -III****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 transportation service provider for the works of transportation in the field of fertilizers, foodgrains, cement, sugar, coarse grains or any other commodity and their performance was found satisfactory. The details transportation work carried by them is 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 Transported	Volume of work Transported 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 a running contract (not completed satisfactorily) shall not be considered for qualification.**

**Format of Net Worth**

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

Signature of Chartered Accountant Name:

Membership No.:

Seal:

**FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY**

**POWER OF ATTORNEY**

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

We, M/s. \_\_\_\_\_ (name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (Name and residential address) who is presently with us and holding the position of \_\_\_\_\_ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work \_\_\_\_\_ (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.

(In Transport Tenders in the case of Consortium/ Joint Venture)

Our firm is a Member /Lead Member of the Consortium of \_\_\_\_\_, and \_\_\_\_\_.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20

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

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

Seal of the Proprietorship firm / Partnership firm/Company

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

**Notes:**

- In case the Firm/ Company is a Member of a Consortium/ JV, the authorized signatory has to be the one employed by the Lead Member.
- 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 executants(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.**

**UNDERTAKING**

**(For Sole Proprietary Firm)**

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

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

\_\_\_\_\_

Place:

Date:

**(Authorized Signatory)**

**COMPLIANCE TO TENDER REQUIREMENT**

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

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

The Technical bid and price bid as required under clause 11 has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the Tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

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

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

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



**AFFIDAVIT**

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

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

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

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

termination of the contract, along with forfeiture of Empanelment Application Deposit/ SD and Performance Guarantee besides any other action provided in the contract.

9. I/We certify that I/We are not black listed or debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

**APPENDIX- IX**

**PRE CONTRACT INTEGRITY PACT**  
(Under digital signature of Authorized Signatory)

**General**

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

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

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

**NOW, THEREFORE,**

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

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

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

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

**1. Commitments of the Corporation**

- 1.1 The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 1.2 The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
  - 1.3 All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDERS**

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

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

details of services agreed upon for such payments.

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

#### **4. Previous Transgression**

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

#### **5. Earnest Money (Security Deposit)**

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. \_\_\_\_\_ (to be specified in NIT) as Earnest Money, with the CORPORATION through any of the following instruments:
  - (i) Bank Draft or a Pay Order in favour of Regional Manager, Central Warehousing Corporation, Regional Office, Mumbai
- 5.2 Any other mode or through any other instrument (to be specified in the NIT).

5.3 The Earnest Money/Security Deposit and performance guarantee shall be valid for the period as per the relevant terms & condition of the contract.

5.4 No interest shall be payable by the CORPORATION to the BIDDER on Earnest Money/Security Deposit/performance guarantee for the period of its currency and upto their validity.

### **6.1 Sanctions for Violations**

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

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

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

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

## **7 Fall Clause**

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

## **8 Independent Monitor**

**8.1** The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission, K. V. Chowdary New Delhi.

**8.2** The CORPORATION has appointed Sh. Vishnu Agarwal, Flat No.-265, Vigyapan Lok, Plot No-15, Mayur Vihar Phase-I Extension, Delhi-110091 as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

**8.3** 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.

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

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

**8.6** 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.

**8.7** 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.

**8.8** 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.

8.9 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.

## **9 Facilitation of Investigation**

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

## **10 Law and Place of Jurisdiction**

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

## **11 Other Legal Actions**

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

## **12 Validity**

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

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

**13** The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**CORPORATION**

**BIDDER**

Name of the Officer

Designation



Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

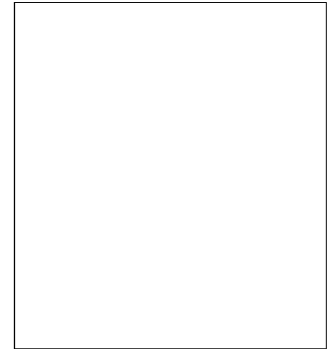
Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

**APPENDIX-X**

**TEMPORARY CONTRACT LABOUR’S EMPLOYMENT CARD**



1. Name of the Worker \_\_\_\_\_
2. Father’s/Husbands Name \_\_\_\_\_
3. Date of Birth \_\_\_\_\_
- 4.- (i) Local Address \_\_\_\_\_
- (ii) Permanent Address \_\_\_\_\_
5. Name and Address of CWC Contractor \_\_\_\_\_  
\_\_\_\_\_
6. Validity\*  
(\*Period of Contract) From \_\_\_\_\_ to \_\_\_\_\_

Signature of the Contractor/Authorized Representative

Date \_\_\_\_\_

**AGREEMENT****APPENDIX - XI**

The Central Warehousing Corporation having agreed to grant the contract of Transportation of Foodgrain, Industrial Goods, e-Commerce Items etc. at Central Warehouse, \_\_\_\_\_ (Name of District & State) in response to the submission of sealed Tender by me/us on \_\_\_\_\_ to the Regional Manager, Central Warehousing Corporation, \_\_\_\_\_ I / We, \_\_\_\_\_ (here enter full name and address of contractor) am/are executing this agreement on \_\_\_\_\_ and hereby confirm that I/we have thoroughly examined and understood the terms and conditions of Notice Inviting Tender and the Invitation to Tender and Instructions to Tenderers bearing No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Regional Manager, Central Warehousing Corporation, Regional Office, \_\_\_\_\_ for empanelment of Transport Contractor for those depositors who entrust the Transport work to Central Warehousing Corporation in respect of receipts, dispatches, rebagging, standardization and Ex-godown releases etc. and also those of general conditions of contract and its appendices and agree to abide by them. I/we am/are willingly undertaking the said work consequent on the approval of the Tender given by me/us to the Regional Manager, Central Warehousing Corporation, \_\_\_\_\_ at the rate mentioned in Price Bid (enclosed) which forms part of this agreement and as per terms and conditions of the Tender.

I/We, assure the said Corporation that I/we will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. This agreement will remain in force for a period of Two years, with effect from \_\_\_\_\_.

(\_\_\_\_\_) Contractor

REGIONAL MANAGER CWC, RO, \_\_\_\_\_

WITNESS

WITNESS

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**Undertaking**

**(Duly filed and digitally signed by authorized signatory)**

*I/We hereby confirm that I/we own/possess the equipment's for handling & Transportation of consignments (Truck & Trailers etc.). I/We have sufficient number of handling& transportation equipment's and we declare that sufficient number of equipment's will be deployed to execute the job timely and smoothly.*

*The listof vehicles owned / possessed.*

Sl No	Type of Equipment	Registration Number	Owned/Possessed
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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

## APPENDIX-XIII

Regional office, <u>Mumbai</u>			
Sl no	Centre name	Centre address	Capacity (in MT)
1	CW, Akola-I	Deshmukh file, Akola-444001	17449.21
2	CW, Akola-II	Near APMC TarFail, Akola-444403	27400
3	CW, Amravati	Shivaji Nagar, Amravati-444603	29704
4	CW, Chikalthana	Plot No.091, MIDC Area, Chikalthana-431210. Dist:Aurangabad	6235
5	CW, Waluj ICD	ICD, Plot No.M-22, MIDC Area Bajaj Nagar, Waluj, Aurangabad-431136	5306
6	CW, Puntamba	Changdeo, Nagar, Puntamba, Tauka: Rahata, Dist: Ahmednagar 413723	13192
7	CW, Gondia-I	Near Sindhi High School, Sawara Tolly, Muri Road, Gondia	11550
8	CW, Gondia-II	Mundipar, MIDC, Plot No.B29-29, Post Dakhani, Gondia 441614	16264
9	CW, Kolhapur-I	Market Yard, Kolhapur-416002	14169.50
10	CW, Kolhapur-II	Gokul Shirgaon, A/3, MIDC Area, Kolhapur-416002	20045
11	CW. Nasik Road	Deolali Village, Near Nasik Road Railway Station, Nasik 422101	20334
12	CW, Nagpur	Vardhaman Nagar, Nagpur-440008	18618
13	CW, Nanded	Jawahar Nagar, Tuppa, Dist. Nanded-431603	30059
14	CW, Miraj-G	P-8 Block "C", MIDC Area, Miraj 416410	10045
15	CW, Sangli	Market Yard, Sangli-416416	16204
16	CW, Vashi	Sector-20, Near APMC Fruit Market, Vashi, Navi Mumbai 400613	79975
17	CW, Yavatmal	Near Octroi Check Post, Dhamangaon Road, Yavatmal-445001	23714
18	CW, IRT Kalamboli	Mumbai-Pune Highway, Kalamboli, Navi Mumbai 410218	43390

## PRICE BID (Specimen)

**(The below Price bid is illustrative and for the purpose of information only and the actual Price bid will be called from the empaneled contractors for various works as per requirement)**

Financial bids/Price Bid will only be called from the empaneled agencies/contractors who will qualify the Eligibility criteria based on the estimated value of work, For example:

- For a work, wherein value of work is (**Above Rs. 5.00 Crore**) – Category I contractors would be eligible.
- For a work, wherein value of work is (**Above Rs. 1.00 Crore and up to 5.00 Crore**) – Category I & Category II contractors would be eligible.
- For a work, wherein value of work is (**Above Rs. 25 Lakhs and up to 1.00 Crore**)– Category I, II & III contractors would be eligible.

Sl no	Particular	Distance (Km)	Rates (in Rs) (per _____ per km)
1.	Upto 10km	Flat Rate (per _____)	
2.	Above 10 km		

**Note: 1.** *The rates will be evaluated for the Average lead of \_\_\_\_\_ Km (to be decided by Respective Regional managers).*

**2.** *The Transportation rates quoted by bidder should be inclusive of all the Toll Taxes and other levies.*

**3.** *Rate quoted shall be exclusive of applicable GST.*

Example for calculating the payment for transportation of 110 km for 100 \_\_\_\_\_

Sl no			Rate per _____ per km
1.	Upto 10 kms	Flat Rate (per _____)	10
2.	Above 10 Kms	(per _____ per km)	5

= 10+5\*100

= Rs 510/\_\_\_\_\_

=Rs510\*100

= Rs 51,000 for 100 \_\_\_\_\_

Note:

1. Average weight of \_\_\_\_\_