

Tender No. _____



Date _____



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

TEL. No. _____

NO: _____

TENDER NOTICE

The Central Warehousing Corporation (A Govt. of India Undertaking) invites sealed flat rate tender under two bid system for Handling and Transportation from professionally competent & financially sound interested parties for appointment of regular H&T contractor for Handling & Transport of fertilizers stocks, at the following Central Warehouses in Region for a period of two Year(s), extendable by further three months at the discretion of the Corporation .

S N	Name of the Warehouse(s)	Estimated Annual turn over of stock (Two times receipt & issue) Quantity in MT	Sale of Tenders From ... To	Date of receipt of tenders Upto 1500 Hrs. on _____	Date of opening of Tenders at 1530 Hrs. on _____	Earnest Money Deposit (Rs)	Security Deposit (Rs.)
1							
2							
3.							
4.							

NB. No definite volume of work to be performed during the currency of the contract can be guaranteed by the Central Warehousing Corporation.

Tender form each set (Duplicate) on payment of Rs.1000/- (Rupees One thousand only) [Non Refundable] and other details can be had either from concerned Warehouse Manager or from the Regional Manager, Central Warehousing Corporation, _____ or could be downloaded from website www.cewacor.com

Registered Labour Coop. Societies should furnish the proof of Registration with Registrar of Coop. Societies or Taluk Coop. Officer alongwith a resolution passed by the Society to participate in the tender inquiry, with their respective area of operation specified.

The tenderers who might have plans to use hooks by labourers during handling of fertiliser bags, need not participate, as under no circumstances hooks would be allowed to handle fertiliser bags.

REGIONAL MANAGER

Signature of Issuing Authority

1

Signature of the Tenderer

Tender No. _____



Date _____



CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

REGIONAL OFFICE: _____.

REGISTERED POST ACK. DUE

ORIGINAL/DUPLICATE

Cost Rs.1000/-

(Rs. One thousand only)

NON TRANSFERABLE - THE TENDER IS ISSUED IN DUPLICATE

ONE COPY SHALL BE RETAINED BY THE TENDERER

Invitation to tender and instructions to tenderers for appointment of Loading / Unloading/ Handling and Transport contractors at Central Warehousing Corporation godowns and Railhead at and at the places mentioned in the Appendix-I.

1) A. Last date for receipt of tender upto hours on

B. Tender to be opened at CWC,RO, / CW..... athours on

Note: If the date fixed for opening of tenders happens to be 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.

C. Tender to remain open for acceptance upto 45 days and inclusive of date of tender opening

Note: (1) The Regional Manager, CWC, / Warehouse Manager, Central Warehouse, may at his discretion, extend this day by a fortnight and such extension shall be binding on the tenderer.

Signature of Issuing Authority

2

Signature of the Tenderer

Tender No. _____



Date _____



(2) If the date upto which tender is open for acceptance happens to be a holiday the tender shall be deemed to remain open for acceptance till the next following working day.

D. "If any tender is withdrawn / modified or any change is made in contravention of Clause 'C' above the earnest money of the tenderer shall stand forfeited and tender rejected".

E. **Rates should be quoted in words and figures where there is a difference in rate quoted in words and figures whichever is lower will be taken into consideration.**

From:

Regional Manager,
Central Warehousing Corporation,
Regional Office,
Telephone No.....

Warehouse Manager,
Central Warehouse,
.....
Telephone No.....

To,

Messers / Sh.....
.....
.....
No.....

Telephone

Dear Sir (s),

For and on behalf of the Central Warehousing Corporation, New Delhi (herein after called the Corporation) the Regional Manager ,Central Warehousing Corporation, _____/Warehouse Manager, Central Warehouse, invites Tenders under two bid system for appointment of contractors, for loading /unloading and transport of fertilizer in and around concerned revenue district / nearby districts for a period of months/year(s) from the date of agreement or such later date, as may be decided by the Corporation.

Signature of Issuing Authority

Signature of the Tenderer

Tender No. _____



Date _____



2 A. PLACE OF OPERATION:

- (a) The words in and around in these presents shall mean and include the area within a radius of _____ Kms.comprised the concerned revenue district/ nearby districts from the Railway Station /Goodshed of
- (b) The Central Warehouse, consists of:

- (i) Central Warehousing Corporation's own godowns
Estimated Storage capacity tonnes.
- (ii) Central Warehousing Corporation's hired godowns.
Estimated Storage capacitytonnes.

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 these documents, 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 these documents or out of those which are constructed / acquired later, during the pendency of the contract. In such an event the contract shall not be rendered void and the contractors 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 godown or the storage capacity of the godowns.

B. BRIEF DESCRIPTION OF WORK:

Unloading / loading of fertilizer bags etc. from /into Railway wagons/trucks, stacking, bagging, rebagging, weighment, standardization of fertilizer and transporting of fertilizers bags from Railway station/Goodshed to Corporation godowns or vice-versa or transporting them from any place to any other place (elaborate description of services given in the clause XIX of Annexure and terms & conditions).

The tenderers must get themselves fully acquainted with the size and location of godowns vis-à-vis loading/ unloading points before submission of tender and rates quoted by them for loading into/ unloading from trucks/wagons, shall be deemed to have been done after

Signature of Issuing Authority

4

Signature of the Tenderer

Tender No. _____



Date _____



such acquaintance. Once a tender is submitted by a party, he shall be deemed to have fully acquainted himself with the size and location of godowns vis-a-vis loading/unloading points and he shall not be entitled to any compensation arising out of any discrepancy in size and location of godowns/group of godowns found later on.

The services required to be performed under the contract have been categorised in the Appendix-III and the description thereof has been enumerated under the head "Description of services".

C. VOLUME OF WORK:

- i) No definite volume of work to be performed can be guaranteed during the currency of the contract. However, some items of general information are given in Appendix-I to the tender. The particulars given in the Appendix are intended merely to give the tenderers an idea of the approximate quantum of work to facilitate and to make their own assessment for giving quotation in accordance with the conditions of contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the annexure to tender will be performed.
- ii) The contract, if any which may eventuate from this tender, shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the tenderer and as given in the Annexures to the form of this tender.

3 THE INSTRUCTION TO BE FOLLOWED FOR SUBMITTING THE TENDER ARE SET OUT BELOW:-

(a) INFORMATION ABOUT TENDERERS:

The tenderers must furnish full, precise and accurate details in respect of information asked for in Appendix-II & III attached to the form of tender. Tenderers should also furnish the required information about their income-tax assessment, name of their Bankers etc.

(b) SIGNING OF TENDER:

(i) Person or persons signing the tender shall state in what capacity he or they are signing tender e.g. as a sole proprietor of a firm or as a Secretary/Manager/Director and Secretary of Labour Coop.Society or authorised signatory etc. of a Limited Company. In the case of Partnership firms the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy of the partnership deed should be furnished alongwith the tender.

Signature of Issuing Authority

5

Signature of the Tenderer

Tender No. _____



Date _____



(a) In case of a limited company the name of the Director, shall be mentioned and
(b) it shall be certified that the person signing the tender is empowered to do so on behalf of the company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender. In the case of Hindu undivided family, the names of the family members should be disclosed and the Karta, who can bind the firm should sign the form and indicate his status below his signature.

c). In case of labour Coop.Society its area of operation bye-laws and resolution to participate in the tender be attached to the tender.

(ii) The person signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce power of attorney duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be in all matters pertaining to the contract. If the person so signing the tender fails to produce the said power of attorney, his tender shall be liable to summarily rejection without prejudice to any other right of the Corporation under the Law . The "Power of Attorney" should be signed by all partners in the case of a partnership concern, by the proprietor in case of proprietary concern and by the person who by his signature can bind the company in case of a limited concern. In the case of Hindu undivided family the "Power of Attorney" should be signed by the Karta who by his signature, can bind the firm.

The annual value of H&T contract for General Warehouses

shall be arrived at on the basis of following formula :-

Annual value of contract	=	Lowest valid acceptable rate received in tender enquiry	Multiplied by	Average annual turnover based on value of work done during past two years plus expected annual increase in work during contract period.	Divided by	Rate at which work done during last contract for two years.
--------------------------	---	---	---------------	---	------------	---

Signature of Issuing Authority

6

Signature of the Tenderer

Tender No. _____



Date _____



In case of new warehouse or where no H&T work was undertaken earlier, two turnovers of stock in reserved space for depositors who have entrusted H&T work to CWC may be assumed as annual volume of work to determine the annual value of contract as under :-

Annual value of contract	=	Lowest acceptable valid rate received in tender enquiry	Multiplied by	Annual volume of work
--------------------------	---	---	---------------	-----------------------

4. EARNEST MONEY:

Each tender must be accompanied by an Earnest Money of Rs.....(Rupees) in form of a Demand Draft from any scheduled Bank in favour of the Regional Manager. Central Warehousing Corporation, payable at _____. Tenders not accompanied by earnest money shall be summarily rejected.

The earnest money shall be liable to forfeiture if the tenderer, after submitting his tender, resiles from or modifies his offer and or the terms and conditions thereof in any manner it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money is also liable to be forfeited in the event of the tenderer's failure, after the acceptance of his tender, to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the Corporation under the contract and law. The earnest money will be returned to all unsuccessful tenderers as soon as practicable after decision on tenders and to a successful tenderer, after he has furnished a security deposit if the successful tenderer does not desire the same to be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money in any case.

5. (A) SECURITY DEPOSIT:

(i) (a) The successful tenderer shall furnish within a week of the acceptance of his tender a security deposit of Rs..... (Rupees). The successful tenderer shall however have the option to pay 50% of the security deposit within above mentioned period and the remaining 50% by deductions at the rate of 5% from each admitted bill for work done under the contract.

(i) (b) Provided that the Regional Manager may increase at his discretion, the amount of Security Deposit mentioned at (i)(a) above upto 25% at the time of or after award of contract. The decision of Regional Manager for increase in the amount of Security Deposit shall be final and binding on the contractor and not called into question. In the event of failure of the contractor to pay the increased amount of the Security Deposit within the specified period in the

Signature of Issuing Authority

Signature of the Tenderer

Tender No. _____



Date _____



form required by the Regional Manager; the earnest money shall be forfeited and the contract shall be liable to cancellation at the risk and cost of the contractor and subject to such other remedies as may be open to the Corporation under the terms of contract and law.

(i) (c) " The Security Deposit shall be deposited in favour of Regional Manager, Central Warehousing Corporation, _____ payable at _____ in the form of Demand Draft issued by any Scheduled Bank".

(ii) The Security Deposit furnished by the tenderer would be subject to the terms and conditions given in the Annexure to the tender and the Corporation will not be liable for payment of any interest on the security deposit..

(iii) The successful tenderer will ensure that the necessary documents authorising the person who has signed the tender to bind his firm or the company have been filed or registered with the Public Debt Office.

(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 will be required to be furnished.

5 (B). EXECUTION OF AGREEMENT:

"The successful tenderer within a week of acceptance of his / their tender, will execute an agreement at the Regional Office in the form annexed at Appendix-IV. In the event of failure of the successful tenderer to execute the agreement within the aforesaid period, the contract is liable to be rescinded at the risk and cost of the tenderer and the earnest money will be forfeited."

6. DOCUMENTS TO BE ATTACHED TO TENDER:

- a. Attested copies of partnership deed and power of attorney must be submitted by the tenderer alongwith the tender. After a final decision about the tender is taken the successful tenderer shall produce original partnership deed and power of attorney and in case of Public Limited Co., the authorized and paid up capital be given within 7 (Seven) days of the acceptance of tender for verification failing which Corporation will be entitled to cancel the contract at the risk and cost of tenderer. In case of Labour Coop.Society the certificate of area of operation, bye-laws and resolution to participate in the tender be enclosed.
- b. The tenderer should submit the tender document including invitation to tender intact without detaching any page or pages duly filled in completed and signed on each page of tender form.

Signature of Issuing Authority

8

Signature of the Tenderer

Tender No. _____



Date _____



- c. Tenders not accompanied by all the pages , annexures, intact , duly filled in and signed may be ignored.
- d. All the enclosures must be signed by the tenderer.
- e. The RMs shall work out the minimum requirement of truck, depending upon the past turnover/transaction at a particular warehouse and taking into consideration the distance from Rail head and ensure that tenderer should have atleast their own minimum 20% of the required truck and rest could be hired by the tenderer. A statement to this effect with documentary proof is required alongwith technical bid.

7. Corporation on its own discretion can demand certain documents relating to competency, financial soundness, experience etc. of tenderer during finalisation of the contract.

8. DELIVERY OF TENDER:

a) The tenderers should submit “Technical Bid” and the “Price Bid” in separate sealed Envelopes after finally putting them in one double sealed cover including First copy of “Invitation To Tender and Instruction to Tenderers” intact or the downloaded copy duly filled in, complete and **signed on each page**. The inner envelopes being super scribed as Tender No. ----- for CW, -----, the outer envelope shall be addressed to the Regional Manager, CWC, Regional Office, ----- without an **indication that a tender is contained inside**. Tenders which do not comply with this instruction shall be summarily rejected. *Out station tenderers are advised to send their tenders by Couriers.*

The tenderer shall quote one uniform percentage below or above the schedule of rates given (Price Bid). ***In case separate rates are quoted for handling and transport operation, total estimated cost of both the operations for the contractual period, taking into account the actual volume of operations in the previous financial year, shall be worked out on the basis of the tendered rates to arrive at the lowest rate (L-1).***

b) The name of warehouse and words “TECHNICAL BID” and “PRICE BID” as the case may be, must be clearly written on top of respective envelopes.

c) Technical bid shall be accompanied with an earnest money of Rs.(Rupees.....only) by demand draft of any Scheduled Bank in favour of Regional Manager, CWC, RO, _____. (If there is variation between the rates quoted in the figures and in words, only the lower of the two rates quoted either in figures

Signature of Issuing Authority

9

Signature of the Tenderer

Tender No. _____



Date _____



or in words, shall be construed as correct and valid.) The tenderer, who have downloaded the tender form from the website shall have to pay an amount of Rs. 1000/- only (Rs. One Thousand only) alongwith the technical bid. The amount shall have to be in the form of a crossed demand draft drawn on any scheduled bank in favour of Regional Manager, CWC, RO, _____ payable at _____.

d) All credentials, documents and copies of certificate/information called for would be submitted along with the Technical Bid.

e) The technical bid only shall be opened on the due date and time specified, in the presence of the tenderer or their authorized representative who may wish to be present. The price bid of only such tenderers, whose technical bid is found to be qualified, shall be opened. The time and date of opening of price bid shall be fixed and intimated to qualified parties only, within seven working days of opening of technical bids.

f) Necessary clarification required by the Corporation shall be furnished by the tenderer within the time frame given by the Corporation for the same.

g) It should be clearly understood by the Tenderer that no opportunity shall be given to them to modify or withdraw their offer at a stage when the price bid is known to all tenderer/s and the Corporation.

h) 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.

i) The bids of such tenderers who do not pay the cost of tenders and / or do not pay the Earnest Money Deposit shall not be taken cognisance of.

9. OPENING OF TENDERS :

The tenders will be opened in the office of the Regional Manager, CWC, RO, _____ / Warehouse Manager, CW, at the time and on the date indicated above. The tenderers will be at liberty to be present, either in person or through an authorised representative, at the time of opening of tenders.

Signature of Issuing Authority

10

Signature of the Tenderer

Tender No. _____



Date _____



Note: If the date for opening of tender happens to be 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.

10. CORRUPT PRACTICES:

Any bribe, commission or advantage offered or promised by for and 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 will also make his tender liable to rejection.

11. The tenderers are required to affix his recent passport size photograph at Appendix-III and one identical photograph to be attached with it.

12. INTERVIEW AND ACCEPTANCE OF TENDER:

Central Warehousing Corporation reserves the right to award the contract to the valid lowest tenderer to be computed on the basis of average per MT rate for such handling and transportation items i.e. A-1,2,3,4 & B- 7 & 8 mentioned at Appendix-III of the tender document entirely on the discretion of the Corporation or to invite the valid lowest tenderer for negotiation / interview by the Regional Manager, CWC, or an officer acting on his behalf, at their own expenses.

Regional Manager, Central Warehousing Corporation, for and on behalf of Corporation reserves the right to reject any or all the tenders without assigning any reason and does not bind itself to accept the lowest or any tender. The successful tenderer will be advised of the acceptance of his tender by a letter / telegram/ fax of formal "Acceptance of Tender" . Where acceptance is communicated by Telegram /Speed Post / FAX, the formal acceptance of tender will be forwarded to the contractor as soon as possible but the telegram/Speed Post / FAX must be acted upon immediately"

Yours faithfully,

.....

(Signature of the person)



ANNEXURE-I

Terms and conditions governing Contracts for Transport, Unloading/loading of fertilizer bags etc. at Central Warehouse and Rail Heads at.....and at places mentioned in Appendix-I.

I. DEFINITIONS:

- a) The terms 'contract' shall mean and include the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexure and acceptance of tender and such general and special conditions as may be added to it.
- b) The term 'Contractors' shall mean and include the person or persons, firm or company, Labour Coop.Society with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns as the case may be.
- c) The term ' Contract Rates' shall mean the rates of payment accepted by the Warehouse Manager of the Corporation for and on behalf of the Corporation.
- d) The term "Corporation or Central Warehousing Corporation / CWC wherever occurs shall mean the Central Warehousing Corporation, established under Warehousing Corporations Act 1962 and will include its successors and assigns.
- e) The Term "Godowns" shall mean godowns belonging to or in occupation of the Corporation and shall also include other storage facilities like open plinth, covered storage structures etc. as required to be operated by the Corporation from time to time.
- f) The term " Regional Manager /RM" shall mean the Regional Manager of the Corporation.
- g) The term "Service" shall mean the performance of any of the items of work enumerated in the schedule of services including such auxiliary , additional and incidental duties, service and operation as may be indicated by the Warehouse Manager or any person authorised by him on his behalf.
- h) The term " Warehouse Manager" shall mean an officer of the Corporation for the time being incharge of the Central Warehouse concerned.
- i) The term " Truck" wherever mentioned shall mean mechanically driven vehicles such as lorries etc. and shall exclude animal drawn vehicles.

II. OBJECT OF THE CONTRACT:

The contractors shall render all or any of the services given in clause- XIX and as directed from time to time by the Warehouse Manager or an officer acting on his behalf together with such additional auxiliary and incidental duties , services and operations as may be

Tender No. _____



Date _____



indicated by the Warehouse Manager or an officer acting on his behalf and are not inconsistent with these terms and conditions.

III. PARTIES TO THE CONTRACT:

- a) The parties to the contract are the contractors and the Central Warehousing Corporation represented by the Regional Manager, CWC, RO, and / or any other person authorised 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) Notices 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 authorised and acting on his behalf.

IV. CONSTITUTION OF CONTRACTORS:

- a) Contractors shall at the time of submission of tender declare whether they are sole proprietor concern or registered partnership firm or private limited company or public limited company incorporated in India or Hindu undivided family or a Labour Coop.Society. The composition of the partnership, names of Directors of Companies and name of the Karta of Hindu undivided family shall also be indicated. In case of Labour Cooperative Society, the name of Secretary, bye-laws and area of operation should be indicated. The contractors shall also nominate a person in whose hands the management and control of the work relating to the contract during the tenure of the contract would lie . The person so nominated shall be deemed to have power of attorney from the contractor in respect of the contract and whose acts shall be binding on the contractors.
- 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 contractors

Signature of Issuing Authority

13

Signature of the Tenderer

Tender No. _____



Date _____



shall notify to the Corporation the death/ resignation of the partners/Directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract.

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 contractors contravening this condition the corporation shall be entitled to place the contract elsewhere on the contractors account and at their risk and the contractors shall be liable for any loss or damage which the corporation may sustain in consequence or arising out of such replacing of the contract.

VI. RELATIONSHIP WITH THIRD PARTIES :

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

VII. LIABILITY FOR LABOUR AND/OR PERSONNEL ENGAGED BY THE CONTRACTORS:

- (a) All persons employed by the contractors shall be engaged by them as their own employees/workers in all respects and the responsibility under the Workmen's Compensation Act 1923; Employees Provident Fund Act 1952; Maternity Benefit Act 1961; Contract Labour (Regulation & Abolition) Act 1970; Payment of Gratuity Act 1972; Equal Remuneration Act 1976; ESI Act 1948; Minimum Wages Act 1948 or any other similar enactments and rules made there under with upto date amendments in respect of all such personnel shall be that of the contractor. The contractor shall be bound to indemnify the Corporation against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act, 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the contractor or not.

Tender No. _____



Date _____



- (b) The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act, 1952, and the scheme framed there-under in respect of the labour employed by him. The contractor shall recover the amount payable by such employees and deposit the same with concerned PF authorities. The contractor shall enclose the copy of Challen form in support of payment of bipartite PF contribution with the successive wage bill to the principal employer failing which the H&T bills will not be cleared. If, on account of the default of the contractor in making such payments or for any other reason, the Corporation makes such contributions on behalf of the contractor, the CWC shall be entitled to set off against the amount due to the contractor, the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the labour employed by the Contractor.

The Contractor shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act, 1952 and the scheme framed there-under, and to the Regional Manager, CWC. The contractor shall also make available such records and returns as may be prescribed and/or demanded for inspection to the Officers of the Regional Provident Commissioner and to the Regional Manager, CWC or an Officer authorized by him or acting on his behalf.

- (c) In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Govts./Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
- (d) The Warehouse Manager concerned or Regional Manager of the Corporation shall have the right to deduct from any money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker /or workers

Tender No. _____



Date _____



by reason of non-fulfillment of the conditions of the contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not authorised or justified by the terms of the contract or non-observance of the Rules, Regulations and or Acts or by way of fulfillment of any obligations on the part of the contractors for strict observance of the provisions aforesaid Laws.

VIII. BRIBES, COMMISSION, CORRUPT GIFTS, ETC. :

Any bribe, commission, gift or advantage given, promised or offered by for and on behalf of the contractors or any one or more of their partners/Directors, agents or servants 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 for bearing favour or disfavour to any person in relation to the contract, shall subject the contractors to the cancellation of this contract or any other contract with the Corporation and also to payment of any loss or damage resulting from such cancellation **or Rules made there under.**

In regard to Welfare and Health of the Contract Labourers, . the Contractors shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act-1970

IX. PERIOD OF CONTRACT :

The contract shall remain in force for a period of two year from the date of award or such later date as may be decided by the Regional Manager but the Regional Manager reserves the right to :

- (i) To extend the period of contract for a further period upto three months on the same rates, terms and conditions.
- (ii) To terminate the contract at any time during its currency, without assigning any reasons thereof by giving 15 days notice in writing to the contractors at their last known place of residence/business and the contractors shall not be entitled to any compensation by reason of such termination.

Signature of Issuing Authority

16

Signature of the Tenderer

Tender No. _____



Date _____



The action of the Regional Manager, Central Warehousing Corporation, Regional Office, under this Clause shall be final, conclusive and binding on the contractors and shall not be called into question.

X. SUMMARY TERMINATION :

- a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of this contract or any terms and conditions governing the contract, the Regional Manager shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or costs incurred.
- b) The Regional Manager shall also 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 to any damage, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractors negligence or unworkmanlike performance of any of the services under the contract.
- c) The Contractors shall be responsible to supply adequate and sufficient labour scales and truck / carts/ any other transport vehicle for loading/unloading transport and carrying out any other service under the contract in accordance with the instructions issued by the Warehouse Manager or an officer acting on his behalf. If the contractor fails to supply the requisite number of labour, scales and trucks/carts, the Warehouse Manager shall at his entire discretion, without terminating the contract, be at liberty to engage other labour, scales, 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, costs or losses that the Corporation may incur or suffer thereby. The contractors shall not however be entitled to

Signature of Issuing Authority

17

Signature of the Tenderer

Tender No. _____



Date _____



any gain resulting from entrustment of the work to another party. The decision of the Regional Manager in this behalf shall be final and binding on the contractors.

XI. SECURITY DEPOSIT :

- a) The contractors shall furnish within a week of the acceptance of their tender, a security deposit as prescribed in the invitation to tender failing which the contract shall be liable to cancellation at the risk and cost of the contractors and subject to such other remedies as may be open to the Corporation under the terms of the Contract. The contractors at their option may deposit 50% of the prescribed security in any of the prescribed forms at the time of award of the contract, while the balance 50 % may be paid by the contractors by deduction at the rate of 5% from admitted bill of the contractors.
- b) " The Security deposit shall be deposited in favour of Regional Manager, Central Warehousing Corporation _____ , Payable at _____ in the form of only Demand Draft issued by nationalised / scheduled bank."
- c) The Security deposit will be accepted on the clear understanding that the Corporation is not held responsible for any loss that may result from failure of the bank or from any other cause.
- d) 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.
- e) The Security Deposit will 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 clear "No Demand Certificates, **issued by** both by the Warehouse Manager/Incharge and the ' contractor, subject to such deductions from the security as may be necessary for making up the Corporation's claims against the contractor .

The contractor shall be liable to pay to the Corporation any such amount as may be recovered / not paid by the depositor of Corporation on account of their stock handled under this contract. Such an amount shall be recoverable from any dues payable to the contractor under this or any other contract with CWC. Should this sum also be not sufficient to cover such an amount recovered / not paid by the depositor , the contractor shall pay to the Corporation on demand this remaining balance of the aforesaid amount .

Signature of Issuing Authority

18

Signature of the Tenderer

Tender No. _____



Date _____



- f) In the event of terminating of the contract envisaged in Clause X, the Warehouse Manager shall have the right to forfeit the entire or any part of the amount of Security Deposit lodged by the contractors or to appropriate the Security Deposit or any part thereof in or towards 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.
- g) The decision of Warehouse Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
- h) 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 contractors under this or any other contract with the corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractors shall pay to the Corporation on demand the remaining balance due.
- i) Whenever the Security Deposit falls short of the specified amounts, the contractors shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

XII. LIABILITY OF CONTRACTORS FOR LOSSES ETC. SUFFERED BY CORPORATION :

The contractor shall be liable for all cost, damages, demurrages, wharfages, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and unworkmanlike performance of any service under this contract or breach of any term 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 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 Warehouse Manager regarding such failure of the contractors and their liability, for the losses etc. suffered by the Corporation shall be final and binding on the contractors.

The Corporation shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by them due to contractors negligence and unworkmanlike performance of services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may

Signature of Issuing Authority

19

Signature of the Tenderer

Tender No. _____



Date _____



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 such an amount recovered / not paid by the depositor , the contractor shall pay to the Corporation on demand this remaining balance of the aforesaid amount .

The contractor shall be liable to pay to the Corporation any such amount as may be recovered / not paid by the depositor of Corporation on account of their stock handled on the this contract. Such an amount shall be recoverable from any dues payable to Contractor under this or any other contract with CWC. Should this sum also be not sufficient to cover such an amount recovered / not paid by the depositor , the contractor shall pay to the Corporation on demand this remaining balance of the aforesaid amount .

In the event of default on the part of the contractors in providing labour, weighing scales, weights etc. and on their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the Warehouse Manager or any Officer acting on his behalf, the Warehouse Manager shall without prejudice to other rights and remedies under this agreement have the right to recover by way of compensation from the contractors a sum of Rupees one hundred or such lesser sum per day or part of a day of the default as the Warehouse Manager in his absolute discretion may determine and the decision of the Warehouse Manager on the question whether the contractors have committed such default or have failed to perform any of such services efficiently and are liable to pay compensation and as to the quantum of such compensation shall, subject to approval by the Regional Manager of the Central Warehousing Corporation be final and binding on the contractors.

The contractor shall be responsible for the safety of the goods from the time they are loaded on their truck from Railway station or siding / godowns / other places until have been unloaded from their trucks at godowns or at other destinations. They shall provide tarpaulins on decks of the trucks so as to avoid loss of fertilizer etc. through the holes/crevices in the decks of the trucks. They shall deliver the number of bags and weight of fertilizers 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. Warehouse Manager will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum and value of loss and also

Signature of Issuing Authority

20

Signature of the Tenderer

Tender No. _____



Date _____



as regards the liability of the contractors for such loss, and the amount to be recovered from them. The decision of the Warehouse Manager in this regard shall be final and binding on the contractors.

XIII. SET OFF :

Any sum of money due and payable to the contractors (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 contractors with the Corporation.

XIV. ACCOUNTS :

All accounts , books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspection, audit and counter signature by the Warehouse Manager or an officer acting on his behalf, including the Accounts and Audit Officers. The contractors shall be responsible to maintain the same in the prescribed format of the Corporation and produce the same at the Warehouse(s) or such other place as may be directed by the Regional Manager/Warehouse Manager or their authorised representatives.

XV. VOLUME OF WORK :

Subject as hereinafter mentioned the Corporation do not guarantee any definite volume of work or any particular pattern of service at any time or through out the period of the contract. The mere mention of any item of work in this contract does not by itself confer a right on the contractors to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them. The Corporation will also have the exclusive right to appoint one or more contractors for any or all the services mentioned hereunder and to divide the work as between such contractors in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.

XVI. REMUNERATION :

- a. The contractors shall be paid the remuneration in respect of the services described in Para XIX and performed by them at the contracted rates.
- b. If the contractors are required to perform any service in addition to those specifically provided for in the contract and the annexed schedule, the contractors remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement. .
- c. The question whether a particular service is or not covered by any of the services specifically described and provided for in the contract or is or is not auxiliary or incidental

Signature of Issuing Authority

21

Signature of the Tenderer

Tender No. _____



Date _____



to any of such services shall be decided by the Regional Manager of the Central Warehousing Corporation whose decision shall be final and binding on the contractors.

XVII. PAYMENT :

- a. Payment will be made by Regional Office of the Central Warehousing Corporation, on submission of bills through Warehouse Manager, Central Warehouse..... in triplicate duly supported by consignee receipts/or work certificates issued by the Warehouse Manager or an officer acting on his behalf as the case may be .
- b. The contractors should submit all their bills not later than two months from the date of expiry of the contract so that the refund of security deposit may be speeded up. In order to facilitate disposal of bills the contractors are advised to submit their bills fortnightly.
- c. The payment shall normally be made by the Corporation within 30 days of submission of complete set of bills. **The corporation shall not be liable for payment of any interest on any bill outstanding for payment.**

XVIII. LAWS GOVERNING THE CONTRACT :

The contractor will be governed by the Laws of India for the time being in force.

XIX. SERVICES TO BE PERFORMED BY THE CONTRACTORS:

A) Godown in and around under the purview of this contract are as under:

- (i) Central Warehousing Corporation's own godowns.
Estimated storage capacity MT
- (ii) Central Warehousing Corporation's hired godowns situated at
Estimated storage capacity MT
- (iii) Any other godowns constructed / hired during the currency of contract.

PROVIDED THAT in addition to 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

Signature of Issuing Authority

22

Signature of the Tenderer

Tender No. _____



Date _____



those, the description of which is given in these documents or out of those which are constructed or acquired later, during the pendency of the contract. In such an event the contract shall not be rendered void and the contractors shall be bound to perform all the services, duties and execute all the works as per terms and conditions and the 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 number of godowns or the storage Capacity of the godowns.

- B) Remuneration for stacking in the shed/platform/ground wherever necessary as required while performing the services of loading, unloading etc. will be deemed to be included in the relevant service and no separate remuneration will be paid for such stacking.
- C) Carriage of bags, whether by change of head-loads or by using hand-trolleys and carts or any other mode of carriage provided by the contractors, shall be deemed to be included in the relevant services and no separate remuneration will be paid for such carriage, unless otherwise provided for.
- D) For services of standardisation , rebagging, filling loose grains and such other allied services, bags supplied by the Corporation will be of any type.
- E) In case Railway goodshed is shifted resulting in variation in the distance between the goodshed and the warehouse , the contract rate for transportation will be revised by the Central Warehousing Corporation accordingly and such revised rates will be binding on the contractor.
- F) During the currency of the contract, if the regular route to the goodshed from the warehouse is diverted by the authorities concerned, the resultant variation in distance between the goodshed and the godown shall not be taken into account while entertaining the transportation charges claimed by the contractor. The rate agreed to at the time of entering into the contract between CWC and the contractor would only be applicable till the end of the contract period or extended period as the case may be.

G) DESCRIPTION OF THE SERVICES TO BE PERFORMED BY THE CONTRACTOR

A) Handling Operation

1. **Wagon unloading/loading** : Unloading from wagons, stacking on the platform and loading into trucks OR directly loading into trucks after proper accountal, transportation

Signature of Issuing Authority

23

Signature of the Tenderer

Tender No. _____



Date _____



to the C.W.C. warehouse/unloading from trucks and stacking upto prescribed height as directed by Warehouse Manager or any officer authorised on his behalf in the godown OR VICE VERSA - XIX-G.A.I.

2. Unloading from wagons, stacking on the platform and loading into parties' trucks/after proper accountal or directly loading into trucks, at the Railway siding/good shed for direct deliveries, - XIX-GA.2.
3. Unloading from trucks, stacking in the godown/warehouse; upto prescribed height by Warehouse Manager or as directed by any officer authorized on his behalf - XIX-GA.3.
4. Destacking in the godown/warehouse, loading into trucks as directed by the Warehousing Manager or an Officer acting on his behalf - XIX-GA-4.
5. **Rebagging or Standardisation** : The contractor shall arrange to takeout the bags from the stacks and standardize the same with or without replacement of gunnies by weighment on beam scale / platform scale; stitch with stitching machine and then stack them in godown or load them in to the trucks in accordance with the instructions of Warehouse Manager or an officer acting on his behalf. No extra remuneration will be provided for machine and material used for stitching.

NOTE: However, for the lump breaking of fertiliser, which is in hard solid form and reconditioning of material is required, there would be a provision for utilising casual labour on requirement, as directed by the Warehouse Manager or an officer acting on his behalf. Such casual labour are to be provided by the contractor on the rate fixed by the statutory authority and reimbursement of the same will be made to the contractor by the Corporation accordingly. No extra remuneration, however, will be provided for mechanical/other equipments if used as per direction of Warehouse Manager or an officer acting on his behalf, for breaking of lump and reconditioning XIX GA-5..

6. **Shifting of Bags and stacking** : The contractor shall as and when required remove fertilizer bags from any stack in the godown and restack in the same godown or an other godown upto the required height. Restacking in another godown mean the nearby godown in the same premises where bags can be carried by the head load / hand trolley XIX GA-6.

B. TRANSPORTATION :-

7. The contractor shall arrange to transport by trucks to be arranged by them , such number of bags of fertilizer, sweeping or spillage etc. as may be required on day to day by the

Signature of Issuing Authority

24

Signature of the Tenderer

Tender No. _____



Date _____



Warehouse Manager or an officer acting on his behalf from CWC/railway siding to various godowns / places or vice-versa.

The contractor shall unload fertilizer bags from wagon placed at CWC railway Siding , place them at platform / godown / ground and then load them into trucks (or directly load them into trucks after unloading from wagon) transport to the godowns (with or without weighment on the Lorry Weighbridge located inside the premises) situated in the same premises but at a considerable distance from railway siding and stack them upto required height OR vice-versa in accordance with the instructions of Warehouse Manager or an officer acting on his behalf.

8. The contractor shall obtain from the Warehouse Manager or an officer acting on his behalf on day to day basis , the particulars of number of bags required to be transported , the place where trucks should report for loading and destination to which stock 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. No toll tax / bridge tax / octroi and any other tax will be paid separately for transportation work. **NO HOOKS SHALL BE ALLOWED TO BE USED DURING HANDLING OF FERTILISER BAGS.**

XX: DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS:

1. Contractors shall carry out all items of services assigned or entrusted to them 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 Warehouse Manager, or an officer acting on his behalf together with such auxiliary and incidental duties, services and operations as may be indicated by the said Officer(s) and are not in consistent with terms and conditions of the contract. Some of such auxiliary and incidental duties are mentioned below. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the tender shall be deemed to be included in the remuneration provided for various services specifically mentioned in tender . The contractors shall always be bound to act with reasonable diligence and in a business like manner and to use such skill as they posses in the contract of their activities.

2. The contractors shall engage competent and adequate staff and labour to the satisfaction of the Warehouse Manager, or an Officer acting on his behalf for ensuring efficient handling and transport of fertilizer etc, and furnishing correct and up-to-date position / information /

Signature of Issuing Authority

25

Signature of the Tenderer

Tender No. _____



Date _____



progress of work, statements 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 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 contractors , their servants or agents or representatives shall be final and binding on the contractors.

3. The contractors shall inform the Warehouse Manager, and officers authorised to act on his behalf , the name of one or more responsible representative(s) authorised to act on their behalf in day-to-day working of the contract. It shall be the duty of those representative(s) to call at the office of the Warehouse Manager, or an Officer acting on his behalf, every day and generally to remain in touch with them to obtain information about the programme of arrivals and despatches 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.

4. The contractors shall take adequate steps and necessary precautions to avoid wastage and damage to fertilizer etc. during the loading / unloading of trucks/ carts/ wagons/ any other transport vehicles at the railheads/godowns or any other loading / unloading points. The contractors shall be liable for any loss which the Corporation may suffer on account of the bags not being properly handled. The decision of the Warehouse Manager regarding such loss shall be final and binding on the contractors. They shall, spread their own Tarpaulins or gunny pallas at the loading/ unloading points to avoid wastage and damage.

5. The Contractors shall provide sufficient number of tarpaulins for each truck/cart/any other transport vehicle to cover the bags of fertilizers etc. during the rains and shall be responsible, if the fertilizer are damaged by rain due to their (contractor) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the Warehouse Manager in this mater shall be final and binding on the contractors.

6. The Contractors shall provide their own planks and supporting bags to served as ladders for the purpose of loading/unloading into/from trucks/carts/wagons or stacking. No fertilizer etc. filled bags shall be used in the operation.

7. The Contractors shall ensure that their labour do not use hooks for handling fertilizer bags at any stage. The use of hooks for fertilizer will render the contract liable for cancellation. The

Signature of Issuing Authority

26

Signature of the Tenderer

Tender No. _____



Date _____



contractors shall also be liable to make good to Corporation any losses caused by the use of hooks . The decision of the Warehouse Manager regarding such losses shall be final and binding on the contractors.

8. The Contractors 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 despatched from/at godowns/railheads as the case may be . In the case of receipt of fertilizers etc. the contractors shall collect the relevant railway receipts and arrange to take delivery of consignment within the free time allowed by the Railway. If the railway receipt for a particular consignment is not available, the contractors shall take delivery on indemnity bond. In special cases the contractors shall be required to take delivery or arrange despatch of consignments of fertilizers etc. at short notice and they shall be bound to comply with such requests.

9. The Contractors shall prepare necessary forwarding notes, risk note forms etc. in respect of consignments intended for despatch by rail, for which necessary wagon fee will also be deposited by him from his own funds with the railways in accordance with their rules.

10. If any consignment received has been booked 'freight to pay ' the contractors shall pay freight by means of Firm Credit Note in case the same are received from the Warehouse Manager, or an officer acting on his behalf. But if these are not issued, the contractors shall themselves pay the freight in the first instance and then get the same reimbursed by submitting a stamped and pre-receipted bill supported by vouchers.

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

The contractors shall be responsible for the safety of the goods while in transit in their trucks/carts/any other transport vehicle and for delivery of quantity despatch from the railheads/godowns etc. as the case may be, to the destination or to the recipients to whom the fertilizer etc. is required to be transported by the contractors. They shall provide tarpaulins in decks of the trucks so, as to avoid loss of fertilizers etc. through the holes/crevices in the decks of the trucks. They shall also exercise adequate care and take precautions to ensure that the fertilizer bags are not damaged, while in transit in their trucks/carts/any other vehicles. They

Signature of Issuing Authority

27

Signature of the Tenderer

Tender No. _____



Date _____



shall deliver the number of bags and the weight of fertilizer bags received by them and loaded on their trucks.

They shall be liable to make good the value of any shortage, wastage, loss or damage to the goods in transit up to one & half times the issue rate/deposit rate/market rate whichever is higher at the discretion of the Corporation.

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

13. The Contractors shall as and when required be also responsible for routine cleaning of the interior of any type of wagon prior to loading to the satisfaction of the Officer(s) supervising loading/despatches. The remuneration for loading into wagons shall be deemed to include the remuneration for such routine cleaning of wagons and as to the extent found necessary.

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

15. The contractors shall as and when required be also responsible for rivetting and sealing of the doors of the wagons at the time of despatch, or removing rivets or seals at the time of receipt.

16. The Contractors shall obtain clear railway receipt, in respect of the consignments booked by them. If in any case the railways refuse 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 before loading the bags into wagons. If the contractors find any difficulty in getting clear RR in respect of consignment packed in new bags, they shall take up the matter with the railways. Copies of all correspondence in the matter shall be sent by the contractors to the Warehouse Manager, or the Officer(s) acting on his behalf.

17. The Contractors shall obtain railway receipts expeditiously from the railways and immediately after obtaining them submit them to the Warehouse Manager, or an Officer acting on his behalf.

Signature of Issuing Authority

28

Signature of the Tenderer

Tender No. _____



Date _____



18. The Contractors shall also be responsible as and when required to put 6 labels each of the size 6"x9" bearing the name of the destination to each wagon at the time of despatch.

19. The contractors shall provide adequate number of stitchers and sweepers at their own cost at all loading/unloading and other operational points to carry out minor repairs to leaking bags with twine to be supplied by the Corporation, the twine provided shall be three ply doubled up.

20. The Contractors shall collect all sweeping / spillage / fertilizers from wagon floor, loading/unloading points/godowns, and fill them after cleaning, if necessary, in slack bags or in other empty bags supplied by Corporation and firmly stitch them with atleast 16 stitches. The twine for this purpose shall be three ply doubled up and shall be provided by the Corporation.

21. The contractors shall be responsible for unloading/loading the wagons within the free period allowed by the railways and also for loading/unloading the truck/cart/any other transport vehicle expeditiously. The contractors shall be liable to make good any compensation, demurrage/wharfage or other charges or expenses that may be incurred by the Corporation, on account of delays in loading/unloading of trucks/carts and unloading of wagons unless, the delay is for reasons beyond the contractor's control. The decision of the Warehouse Manager in this respect shall be final and binding on the contractors.

22. The Contractors shall be responsible for obtaining consignee's receipts in respect of all bags entrusted to them for carrying and for handing over the receipt next day to the Warehouse Manager or an officer acting on his behalf.

23. The Contractors, shall strictly abide by all rules and regulations of railways, police and municipal authorities.

24. The contractors shall be required to restack the bags without payment of any extra charges if the directions for stacking the bags are not observed by them or if the stacking is faulty and not to the satisfaction of the Warehouse Manager, or an officer acting on his behalf. In case the falling of stack is observed within 3 months of original stacking no remuneration will be allowed to the contractor for restacking. The contractors shall also be responsible for any loss which the Corporation may suffer on account of the bags not being properly stacked. The decision of the Warehouse Manager regarding such loss shall be final and binding on the contractors.

The Contractors shall at the time of Standardisation/ rebagging/ cleaning etc., ensure that the mouth of each bags is cut open cautiously and with utmost care so as to avoid any damage or loss to the bags and wastage of fertilizers. The contractors shall be liable for loss to the

Signature of Issuing Authority

29

Signature of the Tenderer

Tender No. _____



Date _____



Corporation on this account and the decision of the Warehouse Manager in the matter shall be final and binding on the Contractors.

The Contractors shall carry empty bags from the gunny storage godowns or from any other place indicated by the Warehouse Manager or an Officer acting on his behalf to the place(s) of operations for bagging rebagging etc. and no extra remuneration for such carriage of empty bags will be payable on any account.

25. In carrying out the various operation involving carriage of bags inside or outside godowns it is desirable that the use of wheeled contrivances like hand-trolleys is progressively introduced for the alleviation of the lot of labour. Such hand-trolleys of wheeled contrivances will be supplied to the labourers by the contractors at their own cost. No extra remuneration whatsoever for such use of hand trolley, etc. for carriage of bags will be payable as it shall be deemed to be included in the rates provided for the relevant services.

26. The Contractors shall be responsible for keeping complete and accurate account of all supplies of fertilizer etc. and empty gunny bags received by them from the corporation, and shall render accounts and furnish return and statements in such a manner as the Warehouse Manager, or an Officer acting on his behalf may from time to time prescribe.

27. 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.

28. The contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and unworkmanlike performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage, wharfage etc. and for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligent, or otherwise of the contractors themselves or their employees. The decision of the Warehouse Manager regarding such failure of the Contractors and their liability for the losses etc. suffered by Corporation shall be final subject to approval by the Regional Manager of Central Warehousing Corporation and binding on the contractors.

29. The Contractors shall, when directed to do so arrange to obtain tarpaulins/ropes/lashes supplied by the railway, transport them, if necessary spread tarpaulins over or inside open box type or leaky covered wagons as the case may be and tie the ropes/lashes over the consignments of fertilizers etc. loaded in such wagons, with a view to ensure the safety of goods in rail transit

Signature of Issuing Authority

30

Signature of the Tenderer

Tender No. _____



Date _____



and also untie ropes/lashes and remove the tarpaulins from the wagons and perform all other auxiliary services connected with the handling of such wagons. The remuneration for loading/unloading of such wagon shall be deemed to include in the remuneration for the aforesaid services also.

30. In every case in which by virtue of the provisions of sub-section (1) of section 12 of the Workmen's Compensation Act, 1923, the Corporation is obliged to pay compensation to a workman employed by the contractor in execution of the contract, the Corporation will recover from the contractor the amount of the compensation so paid and without prejudice to the right of the Corporation under sub-section (2) of Section 12 of the said Act. The Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the contractor whether under this contract or otherwise.

31. In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act 1972 and the Contract Labour (Regulation and Abolition) Rules, the Corporation is obliged to pay any amount of wages to a Workman employed by the Contractor in execution of a contract, or to incur any expenditure in providing welfare and or health amenities required to be provided under the above said Act and Rules or under Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Warehousing Corporation's contractors, the corporation will recover from contractor the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of the Corporation under sub-section (2) of section 20 and sub-section (4) of section 21 of the Contract Labour (Regulation and Abolition) Act. The Corporation shall also be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the contractor, under this agreement or otherwise.

32. The Corporation shall not be bound to contest any claims made against it under Contract Labour (Regulation and Abolition) Act or Workmen's Compensation Act or any other similar Act, in respect of contract Labour./3.0

33. The Contractor, where required shall obtain a valid licence under the Contract Labour (R & A) Act 1970 and Contract Labour (R & A) Rules before the commencement of the work and shall continue to have a valid licence until the completion of the contract.

34. The contractor shall pay to the labour employed by him either directly or through sub-contractors, wages not less than the 'fair' wages, if any, or the "minimum rates of wages" if any

Signature of Issuing Authority

31

Signature of the Tenderer

Tender No. _____



Date _____



notified by the Govt. of the State in which the work is carried out or as per the provisions of the Contract Labour (R&A) Act and the Contract labour (R&A) Rules, wherever applicable.

35. The contractor shall submit by the 5th and 20th of every month to the Warehouse Manager a statement showing in respect of the second half of the preceding month and the first half of current month respectively:-

- (i) The number of labourers employed by him.
- (ii) Their working hours.
- (iii) The wages paid to them
- (iv) The accidents that occurred during the said fortnight showing the circumstances under which they occurred and the extent of damage and injury caused by them and
- (v) The number of female workers who have been allowed Maternity Benefit and the amount paid to them.

Note :

1) No extra remuneration will be paid to the contractors for supply of fuel power as and when required for towing wagons to / from loading / unloading points. Such charges are inclusive in the remuneration for loading/unloading of wagon.

36. The contractor shall not indulge in corrupt practices and “dala” system and “bait” failure to which shall be liable for penal action for such corrupt practices/unfair means.

Tender No. _____



Date _____



APPENDIX-I

(Reference para-1 (c) invitation to Tender)

GENERAL INFORMATION

The Central Warehouse, consists of the following groups of godowns:

1. EXISTING GODOWNS:

- | | | |
|------|--|-------------------------------------|
| i) | Godowns served by Railway Siding
Brief particulars of godowns: | Estimated storage capacity (in MT) |
| | a) | |
| | b) | |
| ii) | Godowns situated at a considerable distance from
The Railway siding in the same premises .

Brief particulars of Godowns: | Estimated storage capacity (in MT) |
| | a) | |
| | b) | |
| iii) | Godowns served by Railway Station /Goodshed

Brief particulars of Godowns: | Estimated storage capacity (in MT) |
| | a) Own Constructed | |
| | b) Hired | |

Note: Notwithstanding the number and storage capacity of the existing godown 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 contract, take over / acquired / 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 these the description of which is given in these documents or out of those which are constructed / acquired later during the pendency of contract . In such an event the contract shall not be rendered void and the contract shall be bound to perform all the services/ duties and execute all the works as per terms & conditions and rate of contract and they shall not be entitled to make any claims whatsoever against the Corporation for compensation , revision of rate or otherwise due to increase / decrease in the number of godown or the storage capacity of the godowns.

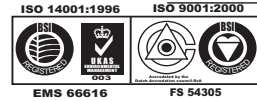
Signature of Issuing Authority

Signature of the Tenderer

Tender No. _____



Date _____



APPENDIX- II-(a)

(Reference para 3(a) of Invitation to Tender and Clause IV of Annexure to Tender)
(To be filled in by the tenderer)

1. Name & Address of the tenderer and
Telegraphic address with phone
Number and FAX/Email
2. **COMPOSITION OF TENDERER:**
(It should be stated whether the tenderer is a Hindu undivided family , business proprietorship concern or Registered partnership firm or a limited company/Labour Coop.Society. The names of all partners/ Directors/ Proprietors/Karta of Hindu Undivided Family should be given. It should be certified that there are no undisclosed partners. In the case of limited companies, the authorised and paid up capital should be stated in case of labour Coop.Society the certificate of area of operation, bye-laws resolution to participate in the tender enquiry be indicated).
3. **BUSINESS IN WHICH THE TENDERER IS EMPLOYED:**
The nature of business in which the tenderer or partners of the tenderer's firm are engaged should be stated together with particulars of where head office and branches, if any, are located.
4. **EXPERIENCE OF WORKING:**
Full particulars should be given if the tenderer has worked as a labour and transport contractor of Central Government, State Government or Public/Private Companies. The period for which the work has been done should be clearly indicated. The certificates to support the statements may be attached. The tenderer should indicate clearly whether they are working as contractors on behalf of any Department of Central or State Government or Railways etc.
5. **TENDERER'S BANK:**
The names of the Bank or Banks and branches with which the tenderer has dealing and who can certify the tenderer's financial status, should be given.

Place :

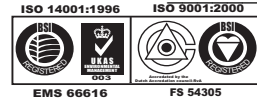
Date :

(Signature of Tenderer)
Capacity in which signing

Tender No. _____



Date _____



APPENDIX-II-(b)

FINANCIAL SOUNDNESS AND BUSINESS COMPETENCY DATA OF HANDLING & TRANSPORT CONTRACTOR

- (I) Terms and conditions (signed under seal)
- (II) List of documents enclosed (as per instructions
given in 6 General Information Yes/No

Document No.

- | | | |
|-----|--|----------------------|
| 1. | Certified copy of Partnership Deed/Articles of Association/
Memorandum of Association/Bye-laws etc. as applicable | Yes/No |
| 2. | Certificate of Registration | Yes/No |
| 3. | Authorization letter | Yes/No |
| 4. | Certificates of experience for preceding three financial years | Yes/No |
| 5. | Letter from the bank on credit/limits enjoyed | Yes/No |
| 6. | Bank Statement for the last 6 months from Banker(s) | Yes/No |
| 7. | Solvency Certificate/Statement on liquid assets | Yes/No |
| 8. | Latest Income Tax clearance Certificate |) |
| 9. | Duly audited P&L account of preceding three financial years |) If
) applicable |
| 10. | Duly audited Balance sheet or preceding three financial years |) |

Signature of Issuing Authority

35

Signature of the Tenderer

Tender No. _____



Date _____



11. List of trucks owned with attested zerox copies of R.C. Books Yes/No

III) TECHNICAL EXPERTISE

- 1) **WORK EXPERIENCE** : for preceding three financial years.

(Enclose experience certificate for rake handling and transportation duly obtained from Manufacturer/Handling agency/Govt. Deptt./PSU/ Public Ltd. Company dealing in fertilizers, foodgrains, cement or similar products during the preceding three years of which the value of single contract should not be less than 50% of the estimated value of present contract (for amount please refer press advertisement with respect to corresponding center) in any of those three years, otherwise work experience shall not be considered)

Document No. 1

Sl.No.	Name of the Client served	Contract period	Product handled	Volume in MT	Value of contract executed (Rs.)

2. Whether your firm/company had been blacklisted by CWC; FCI or any other Public Sector/Govt./Quasi-Govt. Organization/ any other client? Yes/No
3. Whether your contract was terminated before expiry of Contract period or Security deposit/EMD forfeited by CWC; FCI or any other public sector/Govt./Quasi-Govt. Organization/ any other client? Yes/No
4. Whether proprietor/partner/Director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust? Yes/No

Signature of Issuing Authority

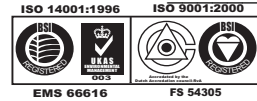
36

Signature of the Tenderer

Tender No. _____



Date _____



5. **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.

Note :

- i) **The parties blacklisted by CWC; FCI or Govt./Quasi Govt. Organization shall not be qualified.**
- ii) **The parties whose EMD was forfeited on serious/grave grounds in the past by CWC/ FCI shall not be qualified.**
- iii) **CWC reserves the right not to consider parties having any dispute with CWC in order to protect its interest.**

IV. **FINANCIAL SOUNDNESS :**

1. Name of bankers, address &
Telephone Nos.
2. Details of credit limits/facilities enjoyed
(Please give certificate from the Bank)

Document No. 2

SL.NO.	Name of the bank and branch	Type of Credit (i.e. C/C, O/D etc.)	Amount of Credit Limits sanctioned (Rs.)

3. **Details of solvency of the Firms as assessed by bank :-**

Name of the Bank and branch	Amount of Solvency Certificate (Rs.)	Date of solvency certificate

Signature of Issuing Authority

37

Signature of the Tenderer

Tender No. _____



(Please give solvency certificate, from the bank giving the amount issued not earlier than three months from the date of application.)

Document No. 3

4. Income Tax PAN Number of the Firm/ Individual/ Company/ H.U.F.

Documents No. 4

5. Details of Balance Sheet of the Firm for the preceding three years.
(Please enclose copies for the preceding three financial years (duly audited))

Document No. 5

6. Details of liquid assets (cash, bank balance, debtors/receivables)

Documents No.6

7. Profit & Loss Account Statement **duly audited** for the preceding three years.

Document No. 7

Details of immovable property owned by Firm/ Proprietor/ Director/ Partners.

Sl.No.	Type of Property	Identification No. with address	Owned in the name of	Present value (Rs.)

**OR
DECLARATION**

I/We hereby solemnly declare that I/We Proprietor/Director/ Partner/ Firm do not own any property.

**(Signature & Seal)
(Authorized Signatory)**

(strike off whichever is not applicable)

Signature of Issuing Authority

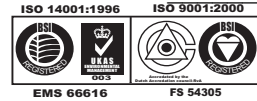
38

Signature of the Tenderer

Tender No. _____



Date _____



List of Partners/ Directors

Sl. No.	Full Name of the Partner/ Director
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

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.

(Signature & Seal)

(Authorized Signatory)

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 of employee, **designation and place of posting** to be mentioned).

(Signature & Seal)

(Authorized Signatory)

Declaration of membership of any Goods Transport Association.

Give details if so;

Name & Address of the Association;

With Telephone/Fax No.

I/We certify that all information furnished by me/us is correct and true and in the event that the information given is found to be incorrect/ untrue, CWC shall have the right to disqualify me/us without giving any notice or reasons thereof.

(Signature & Seal)

(Authorized Signatory)

Signature of Issuing Authority

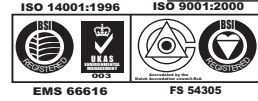
39

Signature of the Tenderer

Tender No. _____



Date _____



APPENDIX – II (c)

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

I WAGE BOOK AND WAGE SLIPS ETC :-

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

Signature of Issuing Authority

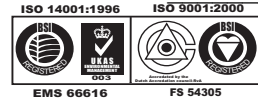
40

Signature of the Tenderer

Tender No. _____



Date _____



II REGISTER OF UNPAID WAGES :-

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

- a) Full particulars of the workers whose wages have not been paid.
- b) Reference number of the Muster Roll with wage Register.
- c) Rate of wages.
- d) Wage period.
- e) Total amount not paid.
- f) Reasons for not making payment
- g) How the amount of unpaid wages was utilized.
- h) Acquaintance with dates.

III FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES :-

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

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his/ her employment, he/she is required to work. The amount of deduction shall be in proportion to the period for which he/she was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he/she is required to account, where such damage or loss is directly attributable to his/her neglect or default.

Signature of Issuing Authority

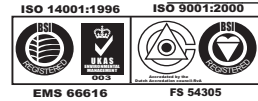
41

Signature of the Tenderer

Tender No. _____



Date _____



- d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- e) Any other deduction which the Central Govt. may allow from time to time.

IV **REGISTER OF FINES ETC** :-

The contractor shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss in form No.I and II as per Annexure -III(b) and III(c) respectively which should be kept at the place of work..

ii)The contractor shall maintain both in English and the local Language, a list approved by the Regional Labour Commissioner (Central) clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

V **PRESERVATION OF REGISTERS** :-

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

Date _____

Tender No. _____

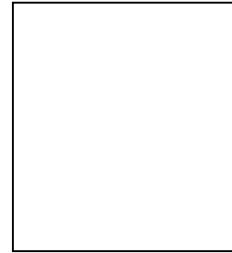


Date _____



ANNEXURE-III (a)

TEMPORARY CONTRACT LABOUR'S EMPLOYMENT CARD



1. Name of the Labour/Worker _____

2. Father's /Husband's Name _____

3. Date of Birth _____

4.i) Address (Local) _____

ii) Permanent _____

5. Name & Address of CWC Contractor _____

6. Valid*
(* Period of the Contractor) From _____ to _____

Signature of the Contractor/

Authorized Representative

Signature of Issuing Authority

Signature of the Tenderer

Tender No. _____



Date _____



Date _____

Back Side of the Card

Countersigned by

Warehouse Manager

Valid from _____ to _____

(Ref. No. _____)

Warehouse Manager

CW, _____

Place :

Date