CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)

TENDER FOR

APPOINTMENT OF SERVICE PROVIDER

AT

RAILSIDE WAREHOUSING COMPLEX

AT ______________________

REGIONAL OFFICE

An ISO Certified Organization
Tender No. CWC/RO- /                            Signature of Issuing Officer with Seal
Dated__________________________

Signature of Tenderer with Seal

NOT TRANSFERABLE
THE TENDER IS ISSUED IN DUPLICATE
(ONE COPY SHALL BE RETAINED BY THE TENDERER)

Tender No. Cost Rs.1,000/-
(Rupees One Thousand only)

Central Warehousing Corporation
( A Govt. of India Undertaking )

REGIONAL OFFICE

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR
APPOINTMENT OF SERVICE PROVIDER AT THE RAILSIDE WAREHOUSING
COMPLEX (RWC), _____________

TENDER SOLD TO :

M/s _________________________________

__________________________________

VIDE CR. No.______________________                         DATE : _______________

A. Last date for receipt of tender upto 1500 hours on _________________________

B. The tender superscribed “TECHNICAL BID” only to be opened at Regional
Office, Central Warehousing Corporation, on _________________________.
The “PRICE BID” of Tenderers who qualify in the technical bid only will also
be opened at the above address in the presence of the Tenderers or their
representative at a later date and times as intimated individually.

NOTE : If the date fixed for Receipt and/or opening of tenders is declared a
holiday, the tenders will be opened on the next working day following the holiday
at the same time and venue.

C. The tender to remain open for acceptance for 45 days inclusive of date of
tender opening (Technical Bid).
Note:

1. The Regional Manager, CWC, RO, ______________ may at his sole discretion to extend the validity of the tender by a fortnight and such extension shall be binding on the tenderer.

2. If the date upto which tender is open for acceptance happens to be a holiday, the tender will be deemed to remain open for acceptance till the next working day.

3. If any tender is withdrawn, modified or any change is made during the period of validity of the tender before its acceptance, the earnest money of such tenderers shall stand forfeited and the tender summarily rejected.

4. Tenders shall have to be submitted either by Registered Post with Acknowledgment Due through Courier or in Person. Tenders by telegrams or fax will not be considered. Tenders received after 1500 hours on _______________ shall not be considered.

5. The tenderer, while signing the tender, shall be deemed to have read and understood all the conditions of the tender which will be binding on him and he has to sign on each page of the tender form.

6. The bidder is required to furnish a self-certificate certifying that they are not black listed in any Central/State Govt., PSU or local self Govt. department/autonomous body as on date of making application for issue of tender document/down loading tender documents.

7. The tenderer should furnish proof of fulfillment of eligibility criteria and self attested copies of credentials along with the submission of the bid. This should be enclosed with the tender document if it has been down loaded from website.

8. Submission of false, dubious, forged or tampered documents by the bidder shall lead to the disqualification of the tender and action as deemed fit (including forfeiture of EMD) by the Corporation shall be taken against such erring bidder.
From
The Regional Manager
Central Warehousing Corporation
Regional Office

To
M/S ________________________________
____________________________________
____________________________________

Dear Sir/s,

For and on behalf of Central Warehousing Corporation (hereinafter called the Corporation), Regional Manager, Central Warehousing Corporation, Regional Office, _________ invites tenders for appointment of Service provider for loading unloading and transportation of foodgrains, fertilizers, cement and any other notified commodities received at Railside Warehousing Complex, _____________ / in and around 30 kms, for a period of two years from the date of award of the contract or such later date as may be decided by the Corporation and shall be extendable further for a period of three months at the sole discretion of the Corporation.

A. **Place of operation** :

a) The place of operation of the contract shall be the Railside Warehousing Complex of Central Warehousing Corporation, ______________

b) Transportation of the stocks from Railside Warehousing Complex.

c) Transportation of stocks from/to Railside Warehousing Complex to/from any of the godowns of the dealers / end users within the state.

**Note**:

Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed, acquired and taken over during the contract period as and when necessary, the service provider shall be bound to perform all the services / duties and execute all the works as per terms and conditions and rates of the contract during the currency of the contract.
B. **Brief description of the work:**

Unloading / loading of foodgrains, fertilizers, cement or any other notified commodities from/into railway wagons/trucks etc., stacking them inside the RWC godowns, bagging/rebagging, weighing, standardization, cleaning, salvaging of the stocks and transporting from/to RWC to/from various storage godowns. The Service Provider shall also be required to keep Rail Side Warehouse Complex and its operational area/premises neat and clean at all times for which no extra remuneration would be payable.

The tenderers in their own interest must get themselves fully acquainted with the area of operations and nature of work involved before submission of tenders. Tenderers are required to quote rates for all items of works described in the Appendix-IV. In case, the rates are not quoted for all items of works, such tenders shall be liable to be rejected.

If there is variation between the rates quoted in words and in figures only the lower of the two rates quoted either in figures or in words shall be construed as correct and valid.

Incomplete and conditional tenders are liable to be rejected.

C. **Volume Of Work:**

a) The rated capacity of the RWC at present is __________MT. However, no definite volume of work to be performed can be guaranteed during the currency of the contract. The volume of the traffic is likely to fluctuate (increase or decrease) and the tenderers shall have no claim for compensation arising directly or indirectly out of such fluctuations in the volume of such work.

b) No assurance is given about any item of work to be performed by the Service Provider at any time 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 schedule of operations will be required to be performed by the Service Provider. The mere mention of any item of work in the contract does not by itself confer a right on the Service Provider to deem that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.

c) The Description of services as given in the terms & conditions are only indicative/illustrative/guidelines. The nature of work will be subject to variations, adjustments depending on the actual requirements. Any variation, addition and/or omissions in the items of work to be actually carried out shall not form the basis of any dispute regarding the rates quoted by the tenderers in the tender and shall not give rise to any claim.
for compensation of any increase or decrease in the extent of the quantity offered.

d) The contract which may eventuate from this tender shall be governed by the terms of the contract as contained in the invitation/instructions to the tenderers as given in the Annexure and Appendices forming part of this tender and these documents will be sole repository of the terms and conditions of the contract.

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

a) The service provider must furnish full precise and accurate details in respect of information asked for in Appendix I & II attached to the form of tender.

b) **Signing of Tenders:**

i) Person or persons signing the tender shall state in the capacity in which he/she or they is/are signing the tender i.e. as a sole proprietor of a firm or as a proprietor/secretary/manager/director etc. of a body corporate. In the case of partnership firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or there duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract clause. The original or an attested copy of the partnership deed shall be furnished along with the tender. In case of a Limited Company (a) the name of the directors 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 Memorandum of 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 family should sign the form and indicate his status below his signature.

ii) The person signing the tender form or any documents forming part of the tender, on behalf of another or on behalf of a firm shall be responsible to produce a proper 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 be rejected without prejudice to any other rights of the Corporation under the law. “The power of attorney” should be signed by all the partners in the case of partnership concern, by the proprietor in case of propriety concern and by the person who by his signature can bind the company in the case of a limited company or a co-operative society. In the case of Hindu Undivided Family, the power of attorney should be signed by the Karta who by his signature, can bind the Hindu Undivided Family.

E) **ANNUAL VALUE:**

Annual value shall be arrived by considering the turn over of stocks in reserved space for depositors who shall entrust H&T work to CWC.
Annual value of contract = Lowest acceptable valid rate received in tender enquiry multiplied by annual volume of work.

F Earnest Money:

Each tender must be accompanied by an EARNEST MONEY of Rs. 1 Lakh (Rupees One Lakh Only) in the form of Demand Draft issued by any scheduled/nationalized Bank, drawn in favour of “Central Warehousing Corporation” payable at any local branch at ______________. Tenders not accompanied by Earnest Money shall summarily be rejected.

Earnest Money shall be forfeited, if the tenderer after submitting his tender resiles from or modifies his offer and/or the terms and conditions thereof, in any manner before its acceptance. The Earnest Money would be forfeited in the event of the tenderers’ failure, after the acceptance of his tender, to furnish the requisite security deposit by the due date and sign the agreement without prejudice to any other rights and remedies of the Corporation under the contract and law. The Earnest Money deposited in respect of those tenderers who are not taken as qualified on the basis of “Technical Bids” shall be returned alongwith the envelope superscribed “PRICE BID” without opening of the same, immediately. The Earnest Money will be returned to all unsuccessful tenderers immediately after the decision on tenders for award of contract to successful tender is taken. NO interest shall be payable on the amount of Earnest Money in any case.

The successful tender, within a fortnight of acceptance of his/their tender will execute an agreement at the Regional Office and sign the agreement with the Regional Manager in the form annexed at Appendix-III. The tenderer will bring two witnesses from his side at the time of signing the agreement and witnesses also shall sign the agreement at the appropriate column before the Regional Manager. In the even of failure of successful tenderer to execute the agreement and to deposit the Security Deposit amount within the aforesaid period, the contract is liable to be rescinded at the risk and cost of the tenderer and the Earnest Money shall be forfeited.

G Security Deposit:

a) The successful tenderer shall furnish, within a fortnight of acceptance of his tender, security deposit of Rs. 5,00,000 (Rupees Five Lakhs Only) failing which the contract shall be liable to be cancelled at his/their risk and cost and also subject to such other remedies as may be available to the Corporation under the terms of the contract. The Service Provider at his option may deposit 50% of the prescribed
security at the time of award of contract and the balance 50% may be paid by
deductions from his/their admitted bills @ 10% or more as the case may be.

b) The security deposit shall be in favour of Central Warehousing Corporation in
the form of cash/demand draft issued by any scheduled/nationalized bank and
payable at ______________. The Earnest Money deposit of the successful tender
shall stand adjusted against the security deposit, the moment the contract awarded
and the agreement is signed with the successful tenderer.

c) It is also made clear that no interest is payable on the amount of security
deposit or any other amount withheld or lying with Corporation in any form under the
contract.

d) If the successful tenderer had previously held any contract and furnished
security deposit, the same shall not be adjusted against this contract and a fresh
security deposit will be required to be furnished.

e) The Regional Manager, Central Warehousing Corporation, ______________
may at his discretion increase the amount of security deposit mentioned at (a) above
upto 25% at any time during the currency of the contract. The decision of the
Regional Manager, Central Warehousing Corporation, ______________ shall be
final and binding on the Service Provider and shall not be called into question in this
regard.

f) In the event of security deposit found insufficient or if the same has been
wholly forfeited, the balance of total sum recoverable, as the case may be, shall be
deducted from any sums due or which at any time thereafter may become due to the
Service Provider under this contract or any other contract in operation. Should that
some also be not sufficient over the full amount recoverable, the Service Provider
shall remit to the Corporation on demand the remaining balance due.

g) Whenever, the security deposit falls short of any specific amount, the Service
Provider shall make good the deficit so that the total amount of security deposit shall
not at any time be less than the specified amount.

H Submission of Tender:

The tender shall be submitted in two separate sealed envelopes (1) one containing
the “Technical Bid” with documentary evidence and the various documents as are
listed and required to be furnished with the tender alongwith the Earnest Money
deposit. The cover should be superscribed as “Technical Bid”. (2) The second
containing the “PRICE BID” with the item rate as per the schedule given for the
tender at Appendix-IV superscribed as “PRICE BID”. Tenders not accompanied by all the specified enclosures intact duly filled and signed shall be liable for rejection.

**H-(i) Documents to be attached to the Technical Bid Tender:**

The tenderer shall furnish the following documents alongwith the Technical Bid in the envelope superscribed “Technical Bid”.

a) Earnest Money deposit of Rs. One Lakh in the prescribed manner.

b) Experience certificate showing proven experience in handling and transportation of stocks for a period of at least three years being handled at railways godsheds.

c) A certificate from the bankers about the financial status and credibility of the tenderer showing the solvency position.

d) Constitution of the firm, if the tenderer is not a sole proprietary concern, for partnership a partnership deed, for a registered company its memorandum of association and articles of association.

e) The annual gross turnover of the company in the previous three financial years should be minimum Rs. 50 Lakhs each year duly certified by a Chartered Accountancy Firm.

g) Details of minimum equipment to be made available need to be furnished with documentary proof for its year of manufacture, registration certificate and ownership.

The Service Provider shall have to increase the equipment as per the requirement on any day during the tenure of the contract. Proof of registration of the vehicle and ownership titles must be enclosed with the Technical Bid.
h) Original cash receipt of Rs. 1,000/- (rupees one thousand only) towards purchase of tender form. The tenderer who have downloaded the tender form from the web site shall have to pay an amount of Rs. 1000/- (Rs. One thousand only) along with the technical bid.

i) Power of attorney duly executed in favour of signatory, authorizing him to sign the tender documents in case, the tenderer is not a sole proprietary concern.

H(ii) Documents to be attached to the PRICE BID:

The tenderer shall quote rates both in words as well as in figures of each item as per the schedule given for the tender at Appendix-IV superscribing as PRICE BID on the envelope (Page no. .... to .......) shall be detached from the tender form. Tenders not accompanied by all the enclosures intact duly filled in and signed shall be liable for rejection.

I Delivery of the tender:

The tender, both envelopes containing Technical Bid and PRICE BID shall be submitted in a sealed cover superscribing as “Tender for appointment of Service Provider for H&I work at RWC, _______________” addressed to the Regional Manager, Central Warehousing Corporation, _______________ and shall be deposited in the tender box at the office of the Regional Manager, Central Warehousing Corporation, _______________ before the time specified for submission of tender. Outstation tenderers who wish to send their tender by post shall do so by Registered Post/Courier with acknowledgement due so as to reach the concerned officer before the due date and time. Only such tenders as are received within the date and time specified for receipt of tender will be entertained.

The tenders must quote the rates both in figure and words for all the items listed in the Description of Services at Appendix-IV.

The tender form shall be filled in by the tenderers neatly and accurately. Any corrections, interpolation or overwriting will render the tender invalid unless otherwise the alteration and corrections are neatly carried out and duly attested over the full signature of the tenderer.

J Opening of Tenders:

Only the envelopes superscribed Technical Bid will be opened on the specified date and time (as mentioned at page 1) for Technical Evaluation of the tender received. The date of opening of the cover containing PRICE BID shall be informed to only such tenderers individually who stand technically qualified and shortlisted. The PRICE BID of unsuccessful tenderers would be returned unopened as soon as decision on tenders is taken. The decision relating to Technical Qualifications of...
the tenders will rest with the Corporation and would not be called into question.

K **Corrupt Practices:**

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

The Corporation reserves the right to ignore the tender of a tenderer who is in the same line of business, i.e. competing with the Corporation.

L **Acceptance of Tender:**

The Regional Manager, Central Warehousing Corporation, ______________ for and on behalf of Corporation reserve the right to reject any or all the tenders without assigning any reasons thereof and does not bind himself to accept the lowest or any other tender. When a tender is accepted, the successful tenderer shall be advised of the acceptance of his tender by a letter or telegram/fax/e-mail, as formal ‘Acceptance of Tender’. Where acceptance is communicated by telegram/fax/e-mail, the formal acceptance of tender will be forwarded to the Service Provider as soon as possible, but the telegram/fax/e-mail must be acted upon immediately. The successful tenderer shall execute the agreement and take up work of the Service Provider within 15 days from the date of acceptance of the tender by the Corporation.

The Corporation reserves the right to invite the lowest tenderer for negotiation/clarification by the Regional Manager, Central Warehousing Corporation, ______________ or/and Corporate Office at New Delhi at his expenses. The Corporation reserves the right to award the work for all items of schedule of operation or any one/few of them by dropping rest of items of schedule of operation for which rates are called for herein. The decision of the Regional Manager, Central Warehousing Corporation, ______________ shall be final and binding on the tenderer.

M **Period of Contract:**

The contract shall be for an initial period of two years from the date of award and shall be extendable further for a period of three months at the sole discretion of the Corporation.

**NOTE:**

a) Regional Manager, Central Warehousing Corporation, ______________ reserves the right to terminate the contract at any time during the currency of the
contract without assigning any reasons thereof by giving 30 days notice in writing to the service provider at their last known place of business/residence and Service Provider shall not be entitled to any compensation by reason of such termination. The action of RM, CWC, ______________ under this clause shall be final, conclusive and binding on the Service Provider and shall not be called into question.

b) In the event of the service provider having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the 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 un-expired period of the contract at the risk and cost of the service provider and to claim from him/them any resultant loss sustained or costs incurred.

c) The Regional Manager shall also have, without prejudice to other rights and remedies, the right, in the event of breach by the service provider of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the un-expired period of the contract, at the risk and cost of the service provider 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 service provider's negligence or unworkman like performance of any of the services under the contract.

d) The service provider shall be responsible to supply adequate and sufficient labour, scales/trucks/carts/any other transport vehicle for loading/unloading, 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 service provider fails to supply the requisite number of labour, scales and trucks/carts, the Regional 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 service provider 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 service provider 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 service provider.

N) Execution of Agreement:

Successful tenderer shall enter into an agreement with the Corporation in the formate as annexed at appendix – III. 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 shall be liable to be rescinded. In such case the Earnest Money Deposit of the tenderer shall stand forfeited.

ii) 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 fifteen days in all, including the original one week period.

O) The tenderer is required to affix his self attested recent passport size photograph at Appendix –V and one identical photograph to be attached with it.

Yours faithfully,

Regional Manager,
Central Warehousing Corporation, RO, _____________
TERMS AND CONDITIONS GOVERNING SERVICE PROVIDER FOR HANDLING, TRANSPORT AND OTHER ALLIED SERVICES AT RAIL SIDE WAREHOUSING COMPLEX (RWC) AT _____________

I. Definitions:

a) The term **Contract** shall mean and include the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexures, appendices and schedules, acceptance of tender and such general and special terms as may be added to.

b) The term **Service Provider** shall include the person or persons, firm or company or a body corporate with whom the contract has been placed including there 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 Regional Manager, Central Warehousing Corporation, Regional Office, _____________ for and on behalf of the Corporation.

d) The term **Corporation** or the **Central Warehousing Corporation** wherever occurs means the Central Warehousing Corporation established under Warehousing Corporations Act, 1962 and shall include its administrators, successors and assigns. It shall also be called **CWC**.

e) The term **RWC** would mean Railside Warehousing Complex developed alongside the railway track at _____________, _____________ for unloading rakes and stacking the stocks of foodgrains, fertilizers, cement or any notified commodity inside the railside warehouse and vice-versa including any other area which may be added later to the said complex.

f) The **Manager RWC** shall mean the Manager of the Railside Warehousing Complex, CWC, _____________, _____________ or officer-in-charge of the RWC.

g) The **Regional Manager** shall mean the Regional Manager, Central Warehousing Corporation, Regional Office, _____________.

h) The **Managing Director** shall mean the Managing Director, Central Warehousing Corporation, Corporate Office, New Delhi.

i) The **Services** mean the performance of any of the items of work enumerated in schedule of services including such auxiliary, additional and incidental duties,
services and operations as may be communicated by the Manager of any person authorised by him on his behalf.

j) The term **Truck** whenever mentioned shall mean mechanically driven vehicle such as Lorry etc. and shall exclude animal driving vehicle.

II. **Object of the Contract:**

The Service Provider shall render all or any of the services given in clause XVI and XVII and schedule of operations as and when necessary and as directed from time to time by the Manager, RWC, ______________ ______________ or any officer acting on his behalf together with such additional ancillary and incidental duties, services and operations as may be intimated by the Manager, RWC, ______________ ______________ or an officer acting on his behalf and are not inconsistent with these terms and conditions.

III. ** Parties to Contract:**

a) the parties to the Contract are the Service Provider and Central Warehousing Corporation represented by the Regional Manager, CWC, Regional Office, ______________ and/or any other person authorised and acting on their behalf.

b) The person signing the tender or any other documents forming part of the tender on behalf of any person or a firm shall be deemed to warrant that his authority to bind such other person or the firm as the case may be, in such matters pertaining to the contract including the arbitration clause. **If on enquiry, it is found that concern 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 Service Provider liable for all costs and damages.**

c) Notices or any other action to be taken on behalf of Central Warehousing Corporation will be given/taken by the Manager, RWC, ______________ ______________ or any other officer so authorised and acting on his behalf.

IV. **Constitution of Service Provider:**

a) Service Provider shall at the time of tender declare, whether they are sole proprietary concern or registered partnership firm or private limited company or a body corporate incorporated in India or Hindu Undivided Family. The composition of the partnership, names of directors of companies and names of the Karta of Hindu Undivided Family shall also be indicated. The Service Provider shall also nominate a person(s) 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 Service Provider in respect of the contract and whose act shall be binding on the Service Provider.

b) The Service Provider shall not, during the currency of the contract, make without the prior approval of the Corporation, any changes in the constitution of the firm, the Service Provider shall notify to the Corporation, the death/resignation of the partners/Directors immediately on the occurrence of such an event. **In the absence of receipt of such notice/approval, the Corporation shall have the right to terminate the contract as soon as it comes to know of it.**

V. **Subletting:**

The Service Provider shall not sublet, transfer or assign the contract or any part thereof, without the prior written approval of the Corporation. In the event of the Service Provider contravening this condition, the Corporation shall be entitled to rescind the contract and/or place the contract elsewhere on the Service Provider’s account and their risk and cost and the Service Provider 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 Service Provider and Third Parties who are in no way connected with as the clearance of rakes/wagons/goods/packages from the RWC, ________ ____________ shall be carried out as between two principals. The Service Provider shall also undertake to make third parties fully aware of the position aforesaid.

VII. **Liability for Labour and/or Personnel engaged by the Service Provider:**

a) All labour and/or personnel employed by the Service Provider shall be engaged by them as their own employees/workmen in all respects implied or expressed.

b) The responsibility to comply with the provisions of the various labour laws of the country such as Factory Act, 1948, Payment of Wages Act of 1936, Workmen’s Compensation Act, 1923, Employee’s Provident Fund Act, 1952, Maternity Benefit Act, 1961, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976 or any other Act, to the extent they are applicable to their establishment/workmen, will be solely that of the Service Provider. The Regional Manager, Central Warehousing Corporation, ______________ on behalf of Central Warehousing Corporation in the capacity of principal employer will have every right to demand that the wages shall be disbursed to the workmen/employees of the Service Provider in the presence of their representative.
c) The Corporation shall be fully indemnified by the Service Provider against all the payments, claims and liabilities, whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of the above said Acts or similar other enactments of the country as they are at present from time to time, to the extent they are applicable to the establishment/work in the Corporation.

d) The Regional Manager, CWC, ____________ shall have the right to deduct from bills any money due to the Service Provider, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the condition of the contract for the benefit or believed to be for the benefit of the workers, non payment of wages or of deduction made from his or their wages, which are not authorised or justified by the terms of the contract or non observance of the Act, Rules, Regulations and or by way of fulfillment of any obligation on the part of the Service Provider for strict observance of the provisions of the aforesaid laws.

e) The Manager, RWC, ____________ shall allow the Service Provider, his agents, representatives or employees to enter the RWC premises for the sole purpose of rendering the said services for Central Warehousing Corporation. The Service Provider shall agree and undertake to make good any loss or damage caused to the premises, goods, equipments and property by his agents, representatives or employees while rendering the said services. However, it is clarified that the employees of Service Provider shall be deployed in the operations areas only. The Service Provider's employees without assigned job shall, under no circumstances, enter the RWC area/precises.

f) The Service Provider shall provide his employees uniforms and identity cards. The laminated identity card with photographs should be signed by the Service Provider and got countersigned by the Manager, RWC or any other nominated officer for this purpose. In case, the Service Provider fails to comply with the provisions under this clause, the Regional Manager, CWC, ____________ will be free to do the needful at their risk and cost and recover such amount from the Service Provider.

g) The Service Provider shall not employ any person or labour below the age of 18 years. The Service Provider shall indemnify the Corporation from and against all claims and penalties which may be suffered by Corporation for any person employed by him by reason of any default on the part of the Service Provider to observe and/or in the performance of the provisions of employment of children at XXVI of 1938 or any re-enactment or modification of the same.

h) Under Rule 30 (i) of the Workmen's Compensation Rule, 1924 action will have to be taken by CWC as principal employer on receipt of the notice of application for compensation on behalf of workmen or his legal heirs to inform the Labour Commissioner that the CWC intends to claim indemnification from the Service Provider.
Provider and get a notice of the claim served on him at once. Thereafter, it is for the Commissioner under Rule 35 (v) if he awards any compensation to record the findings that the Service Provider is or is not liable to indemnify the principal. Once such finding is obtained by CWC in its favour, the provisions of the contract, in the aforesaid revised clause VII (a) can be invoked by CWC to adjust/set off such amount against any amounts due to the Service Provider by the Corporation on any other account. It needs no mention that such adjustments can be done only after determination by the Labour Commissioner of the liability of the Service Provider to indemnify the CWC. Once the Labour Commissioner has passed this order under Section 12 (2) determining the liability of the Service Provider and the CWC’s entitlement to be indemnified by the Service Provider in respect of compensation, the CWC can set off and adjust any amount of the Service Provider lying in its hands. If, however, no amount is available for such adjustments, the Corporation shall invoke the provisions of Section 31 of the Act and approach the Labour Commissioner to recover the amount due to Corporation from the Service Provider. There will be no need to file a separate civil suit against the Service Provider for such recovery.

i) The Service Provider shall be liable for making contributions in accordance with the provisions of the Employee’s Provident Fund Act, 1952 and the scheme framed there under in respect of the labour employed by him. The Service Provider shall submit by the 5th and 20th of every month to the Manager, RWC, a statement showing the following in respect of the 2nd half of preceding month and the 1st half of the current month respectively.

1) The number of labours employed by him.
2) Their working hours
3) The wages paid to them.
4) The accidents, that occurred in the said fortnight showing the circumstances under which they occurred and the extent of damage and injury caused by them and
5) The number of female workers who have been allowed maternity benefit and the amount paid to them.

j) In every case, in which by virtue of the provisions of sub-section 9(1) of section 12 of the Workmen’s Compensation Act, 1923, the Corporation is obliged to pay compensation to a workmen employed by the Service Provider in execution of the contract, the Corporation shall recover from the Service Provider, the amount of the compensation so paid and without prejudice to the rights of the Corporation under sub-section (2) of section 12 of the said Act. The Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the Service Provider whether under this contract or otherwise.

k) In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act and the Contract Labour (Regulation and Abolition)
Rules, the Corporation is obliged to pay any amount of wages to a workman employed by the Service Provider 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 arrangement for workers employed by CWC’s Service Provider, the Corporation shall recover from the Service Provider 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 Service Provider whether under this agreement or otherwise.

I) The Corporation shall not be bound to accept any claims against it under Contract Labour (Regulation and Abolition) Act or Workmen’s Compensation Act or any other similar act in respect of Contract Labour.

m) The Service Provider, where required shall obtain a valid licence under the Contract Labour (R&A Act), 1970 and the 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.

n) The Service Provider shall pay to the labourers employed by him, either directly or through sub-service providers, wages not less than the fair wages, if any, or the “Minimum rates of wages” if any, notified by the Government 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. Besides, the Service Provider shall also be responsible to provide all basic facilities as envisaged under section 16 to 19 of the Contract Labour (R&A) Act, 1970.

o) In complying with the said enactment or statutory modifications thereof, the Service Provider shall also comply with or cause to be complied with the Labour Regulation/Enactment made by the State Government/Central Government from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deduction unauthorisedly made, maintenance of wage book or wage slip, publication of the scale of wages and other terms of employment, inspection and submission of periodicals, returns and all other matters of like Act, whether the said legislation/enactment or any statutory modification thereof, are applicable or not.

p) Payment of wages to workers:

The Service Provider shall pay, not less than minimum wages, to the workers engaged by them on either time rate basis or piece rate basis for the work. Minimum wages both for the time rate and for the piece rate work shall mean the rate(s)
notified by appropriate authority from time to time. The Service Provider shall maintain necessary records and registers like wage book/slip, unpaid wages and Fines and Deductions etc., giving the relevant particulars.

q) Weekly off:

The Service Provider shall allow or cause to be allowed to the workers directly or indirectly employed in the work, one day’s rest for six days continuous work and pay wages at the same rate as for duty.

VIII. Liability of Service Provider for losses etc., suffered by Corporation:

a) The Service Provider shall be liable for all cause, damages, demurrages, wharfages, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the Corporation due to the Service Provider’s negligence and unworkman like performance of any Service under this contract or breach of any terms thereof on their failure to carry out the work with a view to avoiding incurrence of demurrage etc., and for all damages or losses occasioned to the Corporation or in a particular to any property or plants belonging to the Corporation due to any act whether negligence or otherwise of the Service Provider themselves or their employees. The decision of the Regional Manager regarding such failure of the Service Provider and their liability for the losses etc., suffered by Corporation shall be final and binding on the Service Provider.

b) The Corporation shall be at liberty to reimburse themselves of any damages, losses, charges caused or expenses suffered or incurred by them due to Service Provider negligence and unworkmanlike performance of services under the Service Provider for breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the Service Provider under this or any other contract with the Corporation. In the event of the sum which may be due to the Corporation as aforesaid being insufficient the balance of the total sum claimed and recoverable from the Service Provider as aforesaid shall be deducted from the Security Deposited furnished or amount due/lying payable under an other contract by the Service Provider. Should this sum also being not sufficient to cover the full amount claimed by the Corporation, the Service Provider shall pay to the Corporation on demand, the remaining balance of the aforesaid sum claimed.

c) In the event of default on the part of the Service Provider 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 Regional Manager or any officer acting on his behalf. The right to recover by way of compensation from the Service Provider a sum of Rs. 500/- (Rupees Five Hundred Only) per day or the damages/losses suffered by the Corporation whichever is more. The Regional Manager in his absolute discretion may determine loss/damage and
the decision of the Regional Manager on the question whether the Service Provider has committed such default or has failed to perform any of such services efficiently and is liable to pay compensation and as to the quantum of such compensation shall be final and binding on the Service Provider.

d) Service Provider shall be responsible for the safety of the stocks from the time they are loaded on their trucks from Railway Station or siding/godowns until having been unloaded form their trucks at godowns or at other destinations. They shall provide tarpaulins on decks of the trucks so as to avoid loss of stocks etc. through the holes/crevices in the decks of the trucks. They shall deliver the number of bags and the weight of foodgrains, fertilizers, cement and any other notified commodities 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 will be 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 Service Provider for such loss and amount will be recovered from them as per rate indicated under sub Para 27 of clause XVIII. The decision of the Regional Manager in this regard shall be final and binding on the Service Provider.

IX. **Set off:**

Any sum of money due and payable to the Service Provider (including security deposit refundable to them) under the 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 Service Provider with the Corporation.

X. **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 Regional Manager or an officer acting on his behalf. The Service Provider shall be responsible to produce the same at such time and place as may be directed by the Regional Manager.

XI. **A) Volume of Work:**

Subject as hereinafter mentioned the Corporation does 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 mentioned of any item of work in this contract does not by itself confer a right on the Service Provider 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 Service Providers for any or all the service mentioned hereunder and to divide the work
among such Service Providers, the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.

**B) Parallel Rate Contract:**

The Corporation shall have the exclusive right to appoint one or more Service Providers for any or all the services mentioned hereunder or to divide the work in between such Service Providers in any manner that the Corporation may decide and no claim shall be lodged against the Corporation by Region of such division of work.

**XII. Remuneration:**

The Service Provider shall have to perform all the services provided for in this contract who shall be paid at the rates quoted by him and accepted by the Corporation. The Service Provider shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be determined and payable at the rates as mentioned under clause XVIII sub-para-41.

**XIII. Payment:**

a) Payment will be made through ‘e-payment’ system by the Regional Manager, CWC, ____________ on submission of bills in triplicate, duly supported by work certificates issued by the Manager, RWC or an officer authorised by him for which the Service Provider shall open a Bank Account in ____________ Bank and inform the Account Number to the Regional Manager, CWC, ______________.

b) the Service Provider shall submit all his bills fortnightly every month. For the purpose of final settlement not later than one year from the date of expiry of the contract period or termination of contract. It would be the responsibility of the Service Provider to obtain No Demand Certificate from the Manager, RWC, ______________ . The process of refund of SD would start thereafter.

c) Income tax as applicable from time to time as per the Income Tax Act will be adjusted from the amount admitted. In case, the Service Provider is exempted from deduction of Income Tax, then he is required to produce a certificate from the Income Tax Authorities indicating clearly that no tax at source be deducted from the Service Provider against the said contract. Such a certificate shall have to be obtained at the commencement of each financial year.

d) The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
NOTE:

1) The Regional Manager, CWC, ______________ may at his discretion make an ‘On account’ payment to the extent of 50% of the value of work done in case, where the Service Provider is not in a position to submit the bills due to operational or any difficulties, after the satisfactory performance of the services to be certified by the Manager.

2) The Corporation shall not be liable for payment of any interest on any bill outstanding for payment for any reason, whatsoever.

3) There are certain operations which for ______________ art of a composite operation. These operations are to be carried out under specific circumstances, the need for the same will be determined by the Manager, RWC, ______________ ______________. The decision of the Manager, RWC, ______________ in this regard shall be final and binding on the Service Provider.

4) The rates quoted by the tenderer and accepted by the Corporation and incorporated in the contract agreement shall remain applicable during the period of the contract and no requests for revision of rates by the Service Provider shall be entertained under any circumstances.

XIV. Laws governing the contract:

The contract will be governed by the laws of the country in force from time to time.

XV. The non performing/defaulting service provider may be suspended/banned for trade relation/black listed for the period upto 5 years based on the gravity of non performance/default of the service provider by the Managing Director of the CWC whose decision in the matter shall be final and binding.

XVI. Services to be provided by the Service Provider:

a) The Service Provider shall provide round the clock operation at the railside warehouse complex by providing his own personnel for manning the godowns, transaction points of receipts and issue of stocks and other allied activities such as rebagging, standardization, restacking etc., besides, the supply of labour required for the transactions as per the requirement of the Manager of the Officer acting on his behalf at the RWC.

B) The Service Provider shall attend to rake clearance or rake loading for onward dispatch for those customers who entrust the work to CWC and shall organize the entire transactions together with handling of cargo either mutually or mechanically by
deploying the requisite number of labour, staff and prescribed equipments as per the tender schedule.

c) The Service Provider shall also arrange for distribution/dispatch of incoming stocks to the dealer point/end users point by arranging transport vehicle as intended by CWC and as per the programme of such dispatches given to the Service Provider.

d) The Service Provider shall also arrange to pick up cargo from the dealer’s manufacturer’s end aggregate the same for dispatch through rail to various destinations as per the requirement of CWC/Customers who entrust this job to CWC.

e) The Service Provider shall be responsible for maintenance of godowns, hygiene, maintenance and upkeep of the godowns and the premises and any other relevant services that may be assigned to him from time to time.

f) The Service Provider shall also be responsible for providing necessary equipments for handling of cargo at RWC. The Service Provider will be required to deploy 50% of these equipments immediately on commencement of the operations and the balance 50% shall have to deployed within three months from the commencement of operations as per actual requirement failing which CWC shall have the right to get the equipment deployed at the risk and cost of the Service Provider. The maintenance of these equipments in full working conditions shall be responsibility of the Service Provider.

Notes:

a) The area of operations would be warehouse owned at RWC,______________ ______________ with a present capacity of ______________ MT and any addition thereto as also other place of delivery/receipt of stocks within a radius of 30 Kms. from main entrance of RWC.

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 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 invalid and the Service Provider 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 are included in the main operations and no separate remuneration will be paid for such stacking.

c) Kaccha or interim stacking, whether inside or outside, the godowns wherever necessary in the services of physical verification and standardization, cleaning, drying, filling etc. shall be deemed to be included in the relevant service and no separate remuneration for such Kaccha stacking will be paid on any account.

d) Carriage of bags, whether by change of headloads or by using hand-trolleys and carts or any other mode of transport provided by the Service Provider, shall be deemed to be included in the relevant services and no separate remuneration will be paid for such carriages, unless otherwise provided for.

e) For services of standardization, rebagging, filling loose stocks and such other allied services, the bags would be supplied by the CWC on behalf of depositors.

XVII. PART-1 SERVICES:

FOR STOCKS RECEIVED AT/OR DESPATCHED FROM RAILSIDE WAREHOUSE COMPLEX AT ____________

1. Unloading from railway wagons/rakes/jumbo rakes at RWC ______________, ______________ or loading in trucks/any other vehicles

i) The Service Provider shall unload the foodgrain/fertilizer/cement or any other notified commodities from wagons/rakes/jumbo-rakes placed at the RWC, ________________ or unload the foodgrains/fertilizers/cement or other notified commodities from trucks/any other vehicle(s), carry them and stack the bags on the RWC shed/platform or the ground in accordance with the instructions of the Manager or an Officer acting on his behalf. They shall also perform reverse services whenever directed.

ii) The Service Provider shall unload the foodgrain/fertilizer/cement or other notified commodities from wagons/rakes/jumbo-rakes placed at the RWC, ________________ or unload the foodgrains/fertilizers/cement or any other notified commodities from trucks or any other transport vehicle, carry and directly load them into trucks or any other transport vehicle (s) or into wagons after stacking the bags wherever if necessary in the shed/platform/ground for deliveries/dispatches in accordance with the instructions of the Manager or an Officer acting on his behalf.
2. **Transportation of foodgrains/fertilizers/cement or any other notified commodities from RWC, ________________ to various godowns of CWC/other specified locations as mentioned in Appendix-IV.**

The Service Provide shall transport by trucks to be arranged by him, such number of bags of foodgrains/fertilizers/cement or any other notified commodities, sweeping, spillage etc. as may be required on day-to-day basis by the Manager or an Officer acting on his behalf from the RWC to various godowns of CWC/specific locations or vice-versa. The Service Provider shall take care that no mixing of stocks of different kinds of foodgrains/fertilizers/cement or any other notified commodities containing different qualities and bags containing wet/damage stock, sweepings etc. with sound stocks occur. The Service Provider shall obtain from the Manager or an Officer acting on his behalf every evening particulars of the number of bags of foodgrains/fertilizers/cement or any other notified commodities etc. required to be transported next day, the place where the trucks, should report for loading and the destinations to/from which the goods would be required to be transported. He may be required to arrange transportation at shorter notice and he shall be bound to comply with such requisitions, payments for this service will have to be in accordance with the stipulations given in notes below the schedule of services.

**Note:**

a) Whenever weighment is required to be undertaken on Lorry-weighbridge whether available at the RWC premises or new weighbridge to be installed/hired/acquired during the currency of contract. Such weighment shall have to be carried out for both empty and loaded truck before transportation. No separate remuneration shall be admissible to the Service Provider for taking empty or loaded trucks to the Lorry-weighbridge during the currency of the contract period. Remuneration under relevant items above shall be deemed to be inclusive of remuneration for this service also. All the Lorries/trucks will be disinfested wherever necessary. Ropes and tarpaulins needed shall be supplied by the Service Provider. The Service Provider shall also afford necessary facilities for sealing the ropes. The lashing and securing of the tarpaulins shall be carried out in accordance with the directions of the local officers representing the Corporation. No separate remuneration shall be admissible to the Service Provider for providing gunny wrappers/bamboo mats, rope, tarpaulins, sealing the ropes, lashing and securing the tarpaulins etc. referred above.

b) The rate for handling and transport of foodgrains/fertilizers/cement or any other notified commodities shall be on the basis of branded weight.

c) The transport charges are payable for the distances covered by loaded lorries/any other vehicle and not for distances covered for return journey or from garage to place of loading or back to garage.
d) No compensation shall be admissible to the Service Provider in respect of the detentions of vehicles at godowns, RWC, Railway Siding at ______________ or any other loading/unloading points or any other place(s) unless such detentions of vehicles be of extraordinary kind and the decision of the RM, CWC, RO, ______________, on all such claims shall be final both as regard to the admissibility and the amount, if any, of the compensation.

e) No compensation shall be admissible to the Service provider on account of non availability of work sufficient to engage the number of trucks/trolleys/mobile conveyors or any other vehicle/labour specified in any programme issued by the Manager, RWC or an officer acting on his behalf.

f) NO separate remuneration shall be paid for collecting, bagging and removal or process waste, i.e. chaff etc.

g) The distance will be reckoned as fixed by the Chief Engineer, PWD or any other Officer nominated by him or by the Regional Manager, CWC or checked by an Officer acting on his behalf rounded off to the completed one kilometer (i.e. fractions upto 0.5 km to be ignored and above 0.5 km to be rounded off to 1 km).

3. Shifting of such quantity of foodgrains/fertilizer/cement or any other notified commodities as may be required day to day by the Manager or an Officer acting on his behalf from one godown to another godown or from one compartment to another compartment in the same premises.

4. Weighment:

The Service Providers shall, with their labour and scales and under their supervision, weigh such number of bags of foodgrains/fertilizer/cement or any other notified commodities as may be required after placing the bags wherever necessary either before or after weighment. Weighment of foodgrains/fertilizer/cement of any other notified commodities etc. as described above shall be done in connection with any other service like dispatch, receipt, delivery etc. in or at RWC godown/railway platform/railway siding/shed or anywhere else as directed by the Manager or an Officer acting on his behalf. The Service Provider shall be responsible to supply adequate and sufficient number of scales for weighment provide always that Service Provider, shall not use their own scales when the same are available with the Corporation and Service Provider shall be liable to pay hiring charges of the same at the rates prescribed in the schedule. The Service Provider shall as and when required stitch the bags with the stitching machine to be provided by the Corporation either with an operator or without an operator, and the Service Provider shall be liable to pay hiring charges for the same at the rates prescribed in the schedule.
PART-II OTHER SERVICES:

The various services/operations under this part are being ancillary services forming part of the other major operations listed in the schedule or are very occasional and rarely required. As such for the items listed hereunder, accept sr. no. 19 (Supply of Casual Labour), no separate remuneration will be paid.

5. Physical Verification:

The Service Provider shall, with their labour and scales and under their supervision, weigh such number of bags of foodgrains/fertilizers/cement of any other notified commodities etc. as may be required for physical verification, weighment for these services shall be deemed to include carrying bags from stacks to weighing scales, weighment, removing bags from scales doing Kaccha stacking inside or outside the godown as and when necessary, carrying the weighed bags and stacking them upto the required height in the same godown or in another godown of RWC as may be directed by the Manager or an Officer acting on his behalf. No separate remuneration will be paid for this service.

6. Standardisation:

The Service Providers shall with their labour and scales and under their supervision standardize such number of bags of foodgrains/fertilizer/cement or any other notified commodities etc. as may be required by the Manager of an Officer acting on his behalf. Standardisation shall be deemed to include carrying the bags from the stacks to weighing scales, cutting open the mouth of bags or emptying the contents after cutting open the mouth of bags, making a palla if necessary and filling upto a prescribed weight in one or more new/small/big size gunnies, putting bags on the scales, putting in or taking out contents from each bag as may be necessary or in order that each bag contains the standard weight of foodgrains/fertilizer/cement or any other notified commodities as fixed by the Manager or an Officer acting on his behalf, removing the bags from scales, restitching with at least 16 stitches on each bag, doing Kaccha stacking inside or outside the godown as and where necessary, carrying the standardized bags and stacking upto the required height or loading into wagons or such bags shall be left in a countable position, in a well stacked manner in
the godown. The standardized bags shall be stacked in the same godown or in other godown as directed by the Manager or an Officer acting on his behalf.

The Service Provider shall wherever required arrange double line machine stitching of the bags at the time of standardization of bags for which the machines will be arranged by the Service Provider. No separate remuneration would be payable.

7. **Filling gunnies with loose grains to a prescribed weight with stitching and stacking/loading/delivery:**

The Service Provider shall, where necessary, make heap (or Palla) of any loose stocks sweeping, damaged grains etc. available in the godown or anywhere else and fill the same in the empty gunny bags. The filled bags shall be carried to scales brought to the prescribed standard weight, stitched with at least 16 stitches and stacked or despatched/delivered as required. No extra payment will be made for this operation.

8. **Cleaning:**

The Service Provider shall as and when required with their labour undertake cutting open the mouth of the bags that may have been unloaded in wet conditions from balance and spread the stocks for aeration, undertake cleaning of foodgrains/fertilizer/cement or any other notified commodities thus effected as also clean the sweepings etc. Cleaning shall be deemed to include collection of accumulated spilled stocks from wagon floor or platforms and also pre-cleaned stocks whenever required by carrying them to the place assigned for cleaning and subject to such process or whenever required by carrying them to the place assigned for cleaning and subject to such process or operations like winnowing, shifting, passing through sieves or other methods of cleaning or cleaning by machines etc. removing the cleaned grains, filling the grains in bags, weighing them to standard weight as may be prescribed by the Manager or an Officer acting on his behalf and stacking them upto the required height or loading them into wagons/trucks/transport vehicles as directed, collecting the refract; filling them in bags as directed, weighing them and stacking them upto the required height or loading/delivering them as directed. No extra payment will be made for this operation.

9. **Reconditioning/drying of damaged foodgrains/fertilizer/cement or any other notified commodities:**

The Service Provider shall undertake reconditioning/drying of damaged foodgrains/fertilizer/cement or any other notified commodities whenever required. Reconditioning/drying shall be deemed to include carrying foodgrains/fertilizer/cement or any other notified commodities bags from stacks or
anywhere else from the godown, cutting open the mouth of the bags, spreading the foodgrains/fertilizer/cement or any other notified commodities inside or outside the godowns and after reconditioning/drying making them into a Palla filling loose grains into empty gunnies upto a prescribed weight, stitching and stacking the bags in the same or another godown upto the required height or loading/delivering them as directed. No extra remuneration would be payable for such operations, if necessary.

10. **Rebagging:**

The Service Provider shall rebag loose grains etc. of the contents of unserviceable bags into new bags supplied. Rebagging shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a Palla, if necessary, filling the new bag upto a prescribed weight, stitching them doing Kaccha stacking inside or outside the godowns as and when necessary, and stacking them upto the required height or delivering/dispatching as directed.

11. **Loading/unloading of open wagons:**

The Service Provider shall load or unload open railway wagon, wherever necessary. In addition to the normal duties and responsibilities attached to the service of loading/unloading covered wagons, the Service Provider shall also perform or other auxiliary services incidental to handling of open wagons. No extra charges would be payable for such operations, being incidental to services.

12. **Loading/unloading of box wagons:**

The Service Provider shall load or unload box type (open) railway wagon, wherever necessary. In addition to the normal duties and responsibilities attached to the service of loading/unloading covered wagons, the Service Providers shall also perform all other auxiliary services incidental to handling of box type wagons. No extra charges would be payable for such operations, being incidental to services.

13. **Breaking of stacks and restacking:**

The Service Provider shall as and when necessary arrange to break any stack (s) in the godown/plinths and restacking in the same or another godown/plinths upto the required height of breaking/carrying from the Kaccha stacks or platform/godown verandah/ground by headloads and stacking inside the same, or another godown upto the required height. The operations being incidental to main operations, the Service Provider will not be eligible for extra remuneration.
14. **Collection of scattered bags:**

The Service Provider shall as and when required remove/collection the scattered bags from the godowns and stack them in the same or another godown up to the required height.

15. **Bundling of empty gunnies:**

The Service Provider shall collect the empty gunnies released after various operations, re-bagging, cleaning etc. and bundle them into bundles of 50 each as directed by the Manager or an Officer acting on his behalf. The bundles shall be neatly made to allow verification, and the twine required for tying or stitching outer surface of the bundles shall be supplied by the Service Provider. The bundles so made shall be carried to the place assigned for storage of empty gunnies and stacked in accordance with the instructions of the Manager or an Officer acting on his behalf. The remuneration for this service shall be deemed to be inclusive in the main operations.

16. **Stenciling of bags:**

The Service Provider shall with their labour and stenciling materials, stencil such number of bags as may be directed by the Manager or an Officer acting on his behalf. In full wagon loads the name of destination station in block English letters shall be stenciled on such number of bags, as may be required. In the case of smalls, the particulars of the consignee, commodity and weight of the contents, shall also be stenciled. The Service Provider may with prior permission of the Manager or an Officer acting on his behalf, mark the bags in the prescribed manner with the brush and indelible ink instead of stenciling.

17. **Supply of Casual Labour:**

The Service Provider shall provide such number of male or female casual labour wherever asked to do so at short notice during day or night, by the Manager or an Officer acting on his behalf. The payment of Casual Labour wage shall be not less than the minimum statutory rates fixed by the appropriate authority for the material period as fixed ways per male/female Casual Labour per day.

a) The labour so supplied will be for any other work as required by Manager, RWC, and not for any item included under clause XVII Part-II OTHER SERVICES.

18. **Loading/Unloading of Wooden Crates, Tarpaulins, Gunny Bales, Fumigation Cover/Jute Twine etc., Spraying and Fumigation:**
The Service Provider shall have to load/unload the wooden crates/gunny bales/fumigation covers/jute twines/tarpaulins from the trucks/wagons and stack them in the as per the instructions of the Manager or an Officer acting on his behalf. They shall also perform the reverse operation whenever directed with all incidental activities of bringing the fumigation covers, unfolding, covering/decovering the stocks, spraying, fumigation, brushing and cleaning after discovering, folding the covers and neatly keeping them back. No separate remuneration would be payable as these operations being incidental to the main operation.

19. Deployment of Staff:

The Service Provider shall deploy his own men for manning all the transaction points of CWC at RWC/Railway Siding at ______________, ______________ and maintain all the stock records. They shall be responsible for the stocks received at the RWC till it is issued out to the recipients and render all the accounts as required by the Manager, RWC/RM, CWC. The Service Provider shall also be responsible for any shortages during the operations and while in storage at RWC of all stocks received/despatched there. The following are the minimum staff to be deployed in each shift. The Manager, RWC, may specify more number of personnel under each category if the work warrants such additional deployment.

<table>
<thead>
<tr>
<th>Staff</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tally Clerks</td>
<td>Four</td>
<td>Four</td>
<td>Three</td>
</tr>
<tr>
<td>Sweepers</td>
<td>Two</td>
<td>One</td>
<td>One</td>
</tr>
<tr>
<td>Stitchers</td>
<td>One</td>
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</tr>
<tr>
<td>Supervisors</td>
<td>One</td>
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</tr>
</tbody>
</table>

No extra remuneration would be payable to the Service Provider on this account.

XVIII. Duties and responsibilities of the Service Provider:

1) Service Provider shall carry out all items of services assigned or entrusted to him by the Manager or an Officer acting on his behalf and shall abide by all the instructions issued to them from time to time by the said officer. They shall render the service to the satisfaction 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 inconsistent with the terms and conditions of the contract. Some of such auxiliary and incidental duties are mentioned below. Remuneration for all auxiliary and incidental duties and incidental not specifically provided for in the schedule of rates for services shall be deemed to be included in the remuneration provided for various services specifically mentioned in the schedule. The Service Provider shall always be bound to act with reasonable diligence and in a business like manner and not to use such skill expected of him of ordinary prudence as he possesses in the conduct of his activities.
2) The Service Provider shall engage competent and adequate staff and labour to the satisfaction of the Manager or an Officer acting on his behalf for ensuring efficient handling and transport of his stocks and furnishing correct up-to-date position/information/progress of work, statements and accounts. The Service Providers shall be responsible for the good conduct of his 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 Regional Manager/Manager shall have the right to ask for the dismissal of any employee of the Service Provider who in their opinion, is hampering the smooth execution of their work and their decision regarding losses caused by neglect and misconduct etc. for the Service Provider, their servants or agents or representatives shall be final and binding on the Service Provider.

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

4) The Service Provider shall take adequate steps and necessary precautions to avoid wastage and damage to foodgrains/fertilizers/cement or any other notified commodities etc. during the loading/unloading of trucks/wagons/or any other transport vehicles at the railheads/godowns or any other loading/unloading point. The Service Providers shall be liable for any loss which the Corporation may suffer on account of the bags not being properly handled. The decision of the Regional manager regarding such loss shall be final and binding on the Service Providers. They shall spread their own tarpaulins or gunny/tarpaulins at the loading/unloading points to avoid wastage and damage.

5) The Service Provider shall provide sufficient number of tarpaulins for each truck/any other Transport Vehicles to cover the bags of foodgrains/fertilizers/cement or any other notified commodities etc. during the rains and shall be responsible if the foodgrains/fertilizers/cement or any other notified commodities etc. are damaged by rain on account of his (Service Provider) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decisions of the Regional Manager in this matter shall be final and binding on the Service Provider.

6) The Service Provider shall provide their own planks and supporting bags to serve as ladders for the purpose of loading/unloading into/from trucks/wagons/jumbo-rakes or stacking. Accordingly, the Service Providers shall make available three number of wooden planks for every 5000M.T. or part thereof as per the specifications provided Officer Incharge. The planks so deployed by the
Service Providers shall be serially numbered and shall be certified by the Manager or an Officer acting on his behalf on every three months interval to ensure safety in the use of stacking purpose. The Service Provider shall also make available aluminum ladder/bamboo ladder of suitable specifications as prescribed by the Manager for use in the godowns. The minimum number of such ladders to be made available by the Service Provider shall be Two Numbers for every 50 stacks.

7. The Service Provider shall ensure that their labour do not use hooks for handling foodgrains/fertilizers/cement flour, Sugar, or any other notified commodities bags. The use of hooks will render the contract liable for cancellation. The service Provider shall also be liable to make good to Corporation, any loss caused by the use of hooks. The decision of the Regional Manager regarding such losses shall be final and binding on the Service Provider.

8. The Service Provider shall obtain from the Manager or an officer acting on his behalf, particulars of consignments, expected to be received and/or proposed to be despatched from/at godowns/rail heads as the case may be. In the case of receipt of foodgrains/fertilizers/cement or any other notified commodities etc. the Service Provider shall collect the relevant Railway Receipts and arrange to take delivery of consignments within the free time allowed by the railways. If the Railway Receipt for a particular consignment is not available, the Service Provider shall take delivery on indemnity bond, in special cases, the Service Provider shall be required to take delivery or arrange dispatch of consignments of foodgrains/fertilizers/cement or any other notified commodities etc. at short notice and they shall be bound to comply with such requests.

9. The Service Provider shall prepare necessary forwarding notes, risks notes form etc. in respect of consignment intended for dispatch by rail for which necessary wagon fee will also be deposited by him from his own funds (reimbursable by CWC on actuals) with the Railway in accordance with their rules.

10 If any consignment received on ‘freight to pay’, basis, which of course would be on rare occasion, the Service Providers shall pay the freight charges in the first instant and then recover same by ‘submitting a stamped and Pre-receipted bill supported by vouchers’.

11 The Service Provider shall ensure before the commencement of unloading of each wagon that the wagon seals are intact and if any wagon seal found to be tampered with, they shall bring the matter to the notice of Railway Representative. The Service Provider shall promptly report it in writing to the Manager or an Officer acting on his behalf.
12. The Service Provider shall keep 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 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 Manager or an Officer acting on his behalf and the Railway Authorities concerned.

13. The Service Provider shall, as and when required, be also responsible for routine cleaning of the interior or any type of wagon prior to loading to the satisfaction of the officer(s) supervising loading/dispatches. The remuneration for loading/unloading into wagons shall be deemed to include the remuneration for such routine cleaning of wagons.

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

15. The Service provider shall, as and when required, be also responsible for riveting and sealing of the doors of wagons at the time of dispatch, or removing rivets or seals at the time of receipt.

16. The Service Provider 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 Service Provider shall bring the matter in writing to the notice of the Manager or an Officer acting on his behalf before loading the bags into wagons. Copies of all correspondence in the matter shall be sent by the Service Provider to the Manager or to the Officer(s) acting on his behalf. It will be the responsibility of Service Provider to ensure that the proper remarks/entries are made in the railway delivery book at the time of receipt/delivery as per railway rules from time to time.

17. The Service Provider shall obtain clear railway receipt expeditiously from the railways and immediately after obtaining them submit them to the Manager or an Officer acting on his behalf.

18. The Service Provider shall also be responsible, as and when required, to put six labels each of the size 6”X9” bearing the name of the destination in each wagon at the time of dispatch.

19. The Service Provider shall provide adequate number of stitchers and sweepers at their own cost at all loading/unloading and other operational points to carry out the day to day operations. The Service Provider with the help of sweepers engaged by him maintain the hygiene of godowns, office and the RWC premises in
spick and span condition. The Service Provider with the help of stitchers shall repair the leaking bags both at the unloading and loading points and inside the godowns. The Service Provider shall collect all sweeping and spillage of stocks etc. from wagon floors, loading/unloading points/RWC/Godowns, and fill them after cleaning, if necessary, in slack bags or in other empty bags supplied and firmly stitched them with at least 16 stitches. Collection of spillage from bleedings bags that occur at the time of storage in godowns as well as at the time of receipt and issue is the responsibility of the Service Provider.

20. The Service Provider shall also deploy tally clerks and supervisors at their own cost for maintenance of stock account in the RWC. The tally clerks would be deployed as prescribed under the schedule of services at part-I. In case, the work load so warrants the Service Provider shall increase the number of tally clerks accordingly to ensure smooth transaction to the full satisfaction of the RWC Manager.

21. The Service Provider shall responsible for unloading/loading the wagons/rakes/jumbo-rakes within the free period allowed by the railways and also loading/unloading the trucks, any other transport vehicles expeditiously. The Service Providers shall be liable to make good any compensation, demurrage/Wharfage or other charge or expenses that may be incurred by the Corporation on account of delays in loading/unloading of trucks and unloading of wagons/rakes/jumbo-rakes unless, the delay is for reasons beyond the Service Provider’s control. The decision of the Regional Manager in this respect shall be final and binding on the Service Provider.

22. The Service Provider shall be responsible for obtaining consignee’s receipts in respects of all bags entrusted to him for carrying and for handling over the receipt next day to the Manager or an Officeracting on his behalf.

23. The Service Provider shall strictly abide by all rules and regulations of railways and police/municipal/local authorities.

24. The Service Provider shall be responsible for any loss which the Corporation may suffer on account of the bags not being properly stacked. The decision of the Manager regarding such loss shall be final and binding on the Service Provider.

The Service Provider shall at the time of standardization, cleaning etc., ensure that the mouth of each bag is cut open cautiously and with utmost care so as to avoid any damage or loss to the bags and wastage of foodgrains/fertilizers/cement or any other notified commodities. The Service Provider shall be liable for loss to the Corporation on this account and the decision of the Regional Manager in the matter shall be final and binding on the Service Provider.
The Service Provider shall carry empty bags from the gunny storage godowns or from any other place indicated by the 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 operations involving carriage of bags inside or outside godowns, it is desirable that the use of wheeled contrivances like hand-trolleys by the Service Provider is ensured. No extra remuneration whatsoever will be payable.

26. The Service Provider shall be responsible for providing complete and accurate account of all stocks of foodgrains/fertilizers/cement or any other notified commodities, etc. and empty gunny bags received by them and shall maintain all the records as prescribed by the Corporation from time to time and furnish returns and statements in such a manner, as the Manager or an Officer acting on his behalf may prescribe, including computerized MIS covering services rendered by him.

27. The Service Provider shall be responsible for the safety of the goods while in transit in their truck/any other transport vehicle and for delivery of quantity despatched from the rail heads/godowns etc. as the case may be, to the destination or to the recipients to whom the stocks are required to be transported by the Service Provider. He shall provide tarpaulins in decks of the trucks so as to avoid loss of stocks etc. through the holes in the decks of the trucks. He shall also exercise adequate care and take precautions to ensure that the foodgrains/fertilizers/cement or any other notified commodities/bags are not damaged, while in transit in their trucks/carts/any other vehicles. He shall deliver the number of bags and the weight of stocks etc. received by him and loaded on his trucks. The Service Provider shall deploy minimum three number of hand-trolleys and three numbers of wheel barrows each in working condition at the warehouse for every 5000 MT capacity or part thereof. Such hand-trolleys/wheel barrows shall be painted in bright yellow colour and serially numbered. The Service Provider would maintain them in good working condition all times.

The Service Provider shall be liable to make good the value of any shortage, wastage, loss or damage to the goods in transit at one and half times the acquisition cost of foodgrains/retention price of fertilizers/deposit rate for or other notified commodities or market rate whichever is higher. The decision of Regional Manager, would be final and binding in this regard.

28. The Service Provider shall be responsible for performing all or any of the services detailed and arising out of this contract in all the three shifts, without any additional remuneration.

29. The Service Provider shall, as and when required, shall make adequate lighting arrangement to ensure smooth working during night at his own cost.
30. The Service Provider shall be liable for all cost, damages, charges and expenses suffered or incurred by the Corporation due to the Service Provider’s negligence and unworkmanlike performance of any service under this contract or their failure to carry out the work with a view to avoid incurrence of demurrage, Wharfage etc. and for all damages or losses occurred 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 Service Provider or their employees. The decision of the Regional Manager, CWC, ______________, regarding such failure of the Service Provider and their liability for the losses etc. suffered by Corporation shall be final and binding on the Service Provider.

31. The Service Provider shall provide and maintain correct weights and scales and carry out all the weighments accurately. The Manager or an Officer acting on his behalf shall have the right to check the weights, scales and weight of any bag or bags or to open any bag for examination.

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

32. The Service Provider shall, when directed to do so, arrange to obtain tarpaulins/ropes/lashes supplied by the railways, transport them, if necessary, spread tarpaulins over or inside open, box type or leaky covered wagons as the case may be, tie and rope/lashes over the consignments of foodgrains/fertilizers/cement or any other notified commodities/loaded in such wagons/rakes/jumbo-rakes with a view to ensure the safety of goods in rail transit and also untie ropes/lashes and remove the tarpaulins from the wagons and perform or other auxiliary services connected with the handling of such wagons. The remuneration for loading/unloading of such wagons/rakes/jumbo-rakes shall be deemed to include in the remuneration for the aforesaid services.

33. In every case, in which by virtue of the provisions of sub-section (1) of section 12 of the Workman’s Compensation Act, 1923, the Corporation is obliged to pay compensation to a workman employed by the Service Providers, in execution of the contract, the Corporation will recover from the Service Provider the amount of the compensation so paid and without prejudice to the rights of the Corporation under
sub-section (2) of section 12 of the said act, the Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due from the Corporation to the Service Provider whether under the contract or otherwise.

34. In every case, in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act and the Contract Labour (Regulation and Abolition) Rules, the Corporation is obliged to pay any amount of wages to a workman employed by the Service Provider in execution of a contract, or 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 Service Provider, the Corporation will recover from the Service Provider's the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of the Corporation under subsection (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 deducting it from the security deposit or from any sum due by the Corporation to the Service Provider whether under this agreement or otherwise.

35. The Corporation shall not be bound to contest any claim 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 as it would be the sole responsibility of the Service Provider.

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

37. The Service Provider, shall pay to the labour employed by him either directly or through sub Service Provider/s, wages not less than the ‘fair’ wages, if any, or the ‘minimum rates of wages’ if any notified by the Govt. of the state in which the work is carried out or as per provisions of the Contract Labour (R&A) act and the Contract Labour (R&A) Rules, where applicable.

38. The Service Provider shall submit by the 5th and 20th of every month to the Manager a statement showing, in respect of the second half of the preceding month and the first of current month respectively.

   a) The number of labourers employed by him.
   b) Their working hours.
   c) The Wages paid to them.
d) The accidents that occur and during the said fortnight showing the circumstances under which they occurred and the extent of damages and injury caused by them and,
e) The number of female workers who have been allowed maternity benefit and amount paid to them.

39. All taxes/charges payable to state Government/Local bodies etc., shall be paid by the Service Provider and no claim whatsoever shall lie against the Corporation on this account.

40. The Service Provider shall have to provide Mobile Telephone facility (minimum two numbers) to facilitate better co-ordination amongst the CWC Officials responsible for monitoring the operations for which entire cost (including monthly bills) shall be borne by him. If the contractor fails to provide the said facility within two months from the date of commencement of the contract, Regional Manager, CWC, R.O., ______________ shall make this arrangement at the cost of the contractor and such decision should be binding on the contractor. The Service Provider shall also place escort vehicles like car, van, etc. as and when required by the Corporation for ensuring better co-ordination in carrying out the work. The entire cost for this shall be borne by the Service Provider.

41. DERIVING OF RATES FOR EXTRA/SUBSTITUTED ITEMS:

The rates for any new items on substituting the existing item by a modified item should be derived strictly in the manner given below by the Regional Manager, Central Warehousing Corporation, Regional Office, ______________.

(i) As far as possible the rates of a new item of work or part work should be derived from the existing rate schedule and should be acceptable to the Contractor.

(ii) However, if on any account, it is not possible to derive the rates from the existing schedule, the rate prevailing in the same site/area or nearby site/area would be applicable, if the rates are ascertained by the CWC as reasonable.

(iii) If no such operation or its rates are available even in the nearby site/area, market rates should be ascertained by the CWC and paid for.

(iv) The decision of the Regional Manager, CWC, R.O., ______________ in this regard should be final and binding on the contractor.
APPENDIX-I

GENERAL INFORMATION

The RWC, ______________, ______________ consists of the following groups of godowns/plinth

I. EXISTING GODOWNS OF RWC (APP. ______________ MT)/PLINTHS:

1. GODOWNS SERVED BY RAILWAY SIDING:

   Brief particulars of the godowns                         Estimated Storage Capacity in tones.

   1. RWC                                               ______________ MT

II. RWC expects to construct godowns in the second phase as under:

   Brief particulars of the                                   Estimated Storage Capacity in tones.
   RWC godowns/platform                                         

   1.  

   2.  

   3. 
APPENDIX-II

(TO BE FILLED IN BY THE TENDERER)

1. Name & Address of the tenderer and telegraphic address

2. Composition of tenderer : (It should be stated whether the tenderer is a Hindu Joint Family, Business Proprietorship concern or Registered Partnership Firm or a Limited Company. The names of all partners/directors/proprietors/Karta or joint family should be given. It should certified that there are no undisclosed partners. In the case of Limited Companies, the authorised and paid up capital should be stated).

3. Business in which the tenderer is employed : the nature of business in which is the tenderer or partners of the tenderer’s firms 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 service provider of the 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 tenderers should indicate clearly whether they are working as Service Provider on
behalf of any department of Central or State Government or Railways etc.

5. Tenderer's Bank: The name of the bank or banks and the branches with which the tenderer has dealings and who can certify the tenderer's financial status, should be given.

6. Name under which assessed for income tax.
   a) PAN No.: 
   b) Income Tax Circle/District where assessed.
   c) Last year for which income tax was paid and the amount paid.

Place: 

Date: 

Signature of the tenderer with seal

Capacity in which signing
APPENDIX-III

STAMP PAPER OF Rs. 100/-

AGREEMENT

The Central Warehousing Corporation having agreed to grant the contract of handling and transportation of foodgrains/fertilizers/cement or any other notified commodities etc. at RWC, ____________

(Name of State : ____________) in response to the submission of sealed tender by me/us on ………………………… to the Regional Manager, Central Warehousing Corporation, Regional Office, ____________, I/We am/are executing this agreement on ……………… and hereby confirm that I/We have thoroughly examined and understood the terms and conditions of the invitation of tender bearing no. ………………… date, ……………… by Regional Manager, Central Warehousing Corporation, Regional Office, ____________ for appointment of Handling and Transport Service Provider in respect of receipts, dispatches, standardization and Ex-godown release etc. and also those of general conditions of contract and its appendices and schedules and agree to abide by them. I/We am/are willingly undertaking the said work consequent on the approval of the tender given to me/us by the Regional Manager, Central Warehousing Corporation, Regional Office, ____________ at the rates mentioned in the schedule as annexed whereto 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 tenure of the contract.

The agreement will remain in force for a period of two years with effect from ………………… and shall be extendable further on mutually agreed rates, terms and conditions.

(                                  )

SERVICE PROVIDER
(Capacity in which signing)

Witness:
1. 
2. 

For and on behalf of
Central Warehousing Corporation

Witness:
1. 
2. 

Signature of Issuing Officer with Seal
Dated________________________

Signature of Tenderer with Seal

## ITEM RATES SCHEDULE

(The Rates Schedule i.e. Appendix-IV shall be detached and submit duly filled in, in an envelope superscribed as “PRICE BID”)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>For unloading foodgrains/fertilizers/cement and any other notified commodities etc. from wagons/rakes/jumbo-rakes/trucks or and other transport vehicles and stacking the bags on the platform/ground if required and then stacking in the godowns wherever necessary upto the height required or vice-versa as mentioned in clause XVII Part-I 1(i)</td>
<td>Rs. _____________per MT. (Rupees _______________ ________________________ only)</td>
</tr>
<tr>
<td>2.</td>
<td>For unloading bags of foodgrains/ fertilizers/ cement and any other notified commodities etc. from wagons/trucks or any other transport vehicles and directly loading them into wagons/trucks after stacking the bags wherever necessary in the shed/on the platform/grounds as per clause XVII Part-I 1(ii) and vice versa.</td>
<td>Rs. ________ per MT. (Rupees _______________ ________________________ only)</td>
</tr>
<tr>
<td>3.</td>
<td>Shifting of such quantity of foodgrains/ fertilizer/cement or any other notified commodities as may be required day to day by the Manager or an Officer acting on his behalf from one godown to another godown or from one compartment to another compartment in the same premises as per Clause XVII Part-1- 3.</td>
<td>Rs. __________per MT. (Rupees _______________ ________________________ only)</td>
</tr>
<tr>
<td>4.</td>
<td>For transporting foodgrains/fertilizers/ cement and any other notified commodities etc. between RWC, ______________ ________________</td>
<td>Rs. _______________ (Rupees _______________ ________________________ )</td>
</tr>
</tbody>
</table>
and any other specified location/ Central Warehouses. As mentioned in Clause XVII Part-I 2. (Rates to be quoted on flat-rate basis from point to point as under).

<table>
<thead>
<tr>
<th>Distance</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Upto 5 Kms.</td>
<td>Rs. _______ (Rupees________________only)/MT</td>
</tr>
<tr>
<td>ii) 6 to 10 Kms.</td>
<td>Rs. _______ (Rupees________________only)/MT</td>
</tr>
<tr>
<td>iii) 11 to 15 Kms.</td>
<td>Rs. _______ (Rupees________________only)/MT</td>
</tr>
<tr>
<td>iv) 16 to 20 Kms.</td>
<td>Rs. _______ (Rupees________________only)/MT</td>
</tr>
<tr>
<td>v) 21 to 30 Kms.</td>
<td>Rs. _______ (Rupees________________only)/MT</td>
</tr>
</tbody>
</table>

5. For supply of Casual Labour as mentioned in Clause XVII Part-II (17). Rs. _______ (Rupees________________only)/each labour.

**NOTE:**

1. The loading, unloading, transportation of bags includes weighment on the Lorry Weighbridge for which no separate charges are payable.

2. Stitching of torn/non standardized bags with stitching machine including twine are to be provided by the Service Provider at his own cost wherever required.

3. No extra remuneration is payable for breaking/weighing and re stacking of the bags at the appropriate place for purpose of physical verification.

4. Reconditioning/drying of damaged goods and cleaning, machine filling of the cleaned goods into the bags and stitching the same and stacking up to required height wherever required would be at the cost of the Service Provider.
5. The transport charges are payable for the distances covered by loaded lorries/any other vehicle and not for distances covered on return journey or from garage to place of loading or back to garage.

6. Transport charges shall be paid for the distance covered by a loaded lorry/any other vehicle from RWC, ______________ ______________ or vice versa, on point to point basis.

7. Transportation charges shall be paid for transportation of stocks from RWC to various dealers' points in and around ______________ shall be on flat rate basis per MT. As indicated in item No.4 of the schedule, the distance will be reckoned as fixed by the Chief Engineer, PWD or any Officer nominated by him or by the Regional Manager, CWC, ______________ or checked by an Officer acting on his behalf, rounded off to the completed 1 Kilo Meter (i.e. fractions upto 0.5 km to be ignored and above 0.5 km to be rounded off to 1 km).

8. No compensation shall be admissible to the Service Providers in respect of the detention of trucks/any other vehicles at godowns, railway station/railway siding or any other loading/unloading point(s) or any other place(s) unless such detention be extraordinary kind and the decision of the Regional Manager, CWC, ______________ on all such claims shall be final both as regards the admissibility and the amount, if any, of the compensation.

9. No compensation shall be admissible to the Service Providers on account of non availability of work sufficient to engage the number of trucks/or any other vehicle/labour specified in any programme issued by the Regional Manager, CWC, ______________ or an Officer acting on his behalf.

10. No separate remuneration shall be paid for collecting, bagging and removal or process of waste i.e. chaff etc.

11. No charges other than those mentioned in the schedule of items are payable as other duties, services and operations as mentioned in the tender terms are auxiliary and/or incidental to the principal services.

12. No extra remuneration will be paid to the Service Provider for supply of fuel as and when required for towing the wagons to/from loading/unloading points. Such charges are inclusive in the remuneration for loading/unloading of wagons.

13. Though it would not be obligatory on the part of CWC to provide weighing scales/platform scales/stitching machines, yet if it is provided, then the Service Provider shall have to use these first and pay hiring charges @ Rs. 400/- per scale per month for 300 Kg weighing scales and Rs.500/- per scales per month for 500 Kgs weighing scales and for stitching machines Rs. 150/- per machine/month.
To The Regional Manager, Central Warehousing Corporation, ________________

Dear Sir,

1. I/we submit the sealed tender for appointment as Loading/Unloading/Handling and transport etc. Service Providers at Railway Warehousing Complex, ________________

2. I/we have thoroughly examined and understood instructions to tenderers, terms and conditions of contract given in the invitation to tender and those contained in the general conditions of contract and its appendices and schedules and agree to abide by them. I/we offer to work at the rates given in the Schedule of Rates. (Appendix IV).

3. I/we agree to keep the offer open for acceptance upto and inclusive of the date under clause © (at page-1–Invitation to Tender) and to further extension of the said date by a fortnight at the discretion of the Regional Manager, CWC, ________________ I/we shall be bound by communication of acceptance of the offer despatched within the time and I/we also agree that if the date upto which the offer would remain open, be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.

APPENDIX-V.

From

……………………………………………       TELEGRAPHIC
ADDRESS: ___________
……………………………………………        TEL. NOs. ________________________
……………………………………………        FAX No. __________________________
E.Mail Id _________________________

To

The Regional Manager, Central Warehousing Corporation, ________________

Dear Sir,

1. I/we submit the sealed tender for appointment as Loading/Unloading/Handling and transport etc. Service Providers at Railway Warehousing Complex, ________________

2. I/we have thoroughly examined and understood instructions to tenderers, terms and conditions of contract given in the invitation to tender and those contained in the general conditions of contract and its appendices and schedules and agree to abide by them. I/we offer to work at the rates given in the Schedule of Rates. (Appendix IV).

3. I/we agree to keep the offer open for acceptance upto and inclusive of the date under clause © (at page-1–Invitation to Tender) and to further extension of the said date by a fortnight at the discretion of the Regional Manager, CWC, ________________ I/we shall be bound by communication of acceptance of the offer despatched within the time and I/we also agree that if the date upto which the offer would remain open, be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.

Affix self attested recent passport size photograph
4. Demand Draft No. ______________ Dated ____________ drawn in favour of Central Warehousing Corporation, ______________ issued by ______________ Bank for Rs. ______________ (Rupees ______________) is enclosed as Earnest Money. In the event of my/our tender being accepted, I/we agree to furnish a Security Deposit as indicated in the tender terms.

5. I/we do hereby declare that entries made in the tender, and appendices/schedules attached therein are true and also that I/we shall be bound by the act of my/our duly constituted Attorney Shri ______________ whose signature is appended hereto in the space specified for the purpose and of any other person who in future, may be appointed by me/us in his stead to carry on the business of the concern, whether any intimation of such change is given to the Regional Manager, Central Warehousing Corporation, ______________ or not.

6. The following documents are enclosed alongwith this tender (duly filled in and signed).

   a) Document-I .................................................................
   b) Document-II ..............................................................
   c) Document-III .............................................................
   d) Document-IV .............................................................

Signature of Constituted Attorney

Yours faithfully,

(Signature of Tenderer)

Capacity in which signed
Dated ______________

Name and Address of Attorney

Signature of Witness with Date

Name and Address of Witness

Signature of Tenderer with Seal