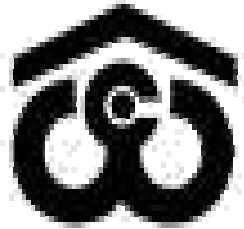


**CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)
REGIONAL OFFICE: CHENNAI**



**E-TENDER DOCUMENT FOR APPOINTMENT OF ADHOC
CONTRACTOR FOR HANDLING OF FERTILIZER STOCKS AT CW **TRICHY****

DATE FOR DOWNLOADING TENDER FORM : **02.02.2017 TO 15.02.2017**

LAST DATE FOR ONLINE SUBMISSION : UPTO 1500 HRS ON **15.02.2017**
OF TENDER

DATE OF OPENING [TECHNICAL BID] : AT 1530 HRS ON **16.02.2017**

REGIONAL OFFICE: No.4 North Avenue, Srinagar Colony, Saidapet, Chennai - 15.

Phone No. 22201216/0350 Fax. 22200068.

E-mail: rmmdrs.cwhc@nic.in Web site : www.cewacor.nic.in



CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)



Regional Office : No.4 North Avenue, Srinagar Colony, Saidapet, Chennai - 15.
Phone : 044 - 22201216/0350
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E-Mail : rmmdrs.cwhc@nic.in
Website : www.cewacor.nic.in

No. CWC/RO-CNI/H&T/KBM/FERT./2016-17

Date: 31.01.2017

E-Tender Notice

Central Warehousing Corporation invites online e-tendering under two bids system from professionally competent and financially sound interested parties for appointment of ADHOC contractor for handling of fertilizer stocks at Central Warehouse, **TRICHY** as detailed below:

Scope of work	Handling work of fertilizer stocks at Central Warehouse, TRICHY	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on website: www.tenderwizard.com/CWC , www.cewacor.nic.in , www.tenderhome.com and www.cppp.gov.in	
Tender type	Open	
Schedule of E-Tender	Document downloading date and time	02.02.2017 to 15.02.2017
	Last date and time of online bid submission	UPTO 1500 HRS ON 15.02.2017
	Date and time of online technical bid opening	AT 1530 HRS ON 16.02.2017
Bid validity period	90 days further extendable by thirty days from the date of opening of technical bid	
Period of contract	Three months , further extendable by three months at the discretion of the Corporation	
Cost of tender	Rs 1000/- inclusive of all the taxes to be paid through e-payment / NEFT / RTGS to Central Warehousing Corporation upto 1500 Hrs. of 15.02.2017 as per details given below under EMD column. Proof of online payment to be uploaded with the technical bid.	

Processing fee of tender document	Rs. 5700/- inclusive of applicable taxes and cess to M/s KSEDC Ltd. through e- payment through the portal www.tender.wizard.com/CWC (before uploading the tender) before 1500Hrs. of 15.02.2017
EMD	<p>Rs. 35,500 to be paid through e-payment/NEFT/RTGS to Central Warehousing Corporation upto 1500 Hrs. of 15.02.2017 as per details given below.</p> <p>for payment through NEFT/RTGS:</p> <p>Name of the Bank : PUNJAB NATIONAL BANK, NANDANAM, CHENNAI</p> <p>Account Name : CENTRAL WAREHOUSING CORPORATION</p> <p>Account No : 4389 0021 0000 9585</p> <p>IFSC Code : PUNB0438900 (ZERO FOUR THREE EIGHT NINE ZERO ZERO)</p> <p>Proof of online payment to be uploaded with the technical bid.</p>

Capacity of the Warehouse	4500 MT
Estimated annual value of contract	Rs.35,50,000/-
Total Estimated value of contract	Rs. 8,87,500/-
Security Deposit Amount	Rs.1,77,500/-

ELIGIBILITY CRITERIA

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

OTHER DETAILS:-

- a) Bidder must upload scanned copies of documents as given in eligibility criteria **at clause 3** of tender document in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder Shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.

b) Bidders who wish to participate in the e-tendering will have to procure valid digital certificate of authorised signatory as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.

c) **DOWNLOADING OF TENDER DOCUMENT:-** The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website. www.tenderwizard.com/CWC, www.cewacor.nic.in, www.tenderhome.com and www.cppp.gov.in

d) **SUBMISSION OF TENDER:-** Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected. **Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification his technical bid is liable to be rejected.** Tenderers are requested to visit clause **11.1 to 11.3** of tender document for detailed instructions.

e) **Tenderer is required to submit Appendix VIII & Appendix-XII in lieu of tender document along with documents required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.**

f) Bidders who wish to participate in online tender have to register with the website through the "new user registration" link provided on the home page. Bidder will create login I.D. and Password on their own registration process.

g) In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.

h) Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid in Excel format only.

i) After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.

- j) The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- k) Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.
- l) No definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation. No claim shall lie against corporation on this count.
- m) The Central Warehousing Corporation reserves the right to accept / reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.
- n) NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and comply all the conditions mentioned there in.
- o) If the day fixed for opening of tender is subsequently declared a holiday, the tenders will be opened on the next working day following the Holiday but there will be no change in the time for opening indicated above.
- p) Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).
- q) The Regional Manager, CWC, RO, Chennai may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenders.
- r) Any clarification regarding online participation, the bidder can contact:-
M/s Karnataka State Electronics Development Corporation Ltd., No .29/1, Race Course Road, Bangalore-560 001. For local assistance, may call following help line numbers at KEONICS, Chennai **Shri.MadanMob No.: 9941947400/ Shri. Dinesh Mob No. : 9894191904**

REGIONAL MANAGER

::INDEX OF TENDER DOCUMENT ::

S.No.	Description of Documents	Page No
1	Invitation to tender & Instructions to the tenderers.	07
2	Forwarding letter to the tenderer including <i>General Information</i> [A] Place of Operation.	08
3	[B] Brief Description of Work	09
4	Eligibility Criterion and Disqualification condition	10
5	Terms for MSE	19
6	Volume of Work, Information about tenderers, Signing of Tenders, Earnest Money Deposit, Security Deposit, Delivery of Tender, Opening of Tenders, Corrupt Practice, Interview and acceptance of tender & Execution of Agreement	20
7	Annexure-I - Terms & Conditions governing to the Contract covering definitions, Object of the Contract, Parties to the Contract, Constitution of Contractor[s], Subletting, Relationship with third parties, Liabilities for personnel Payment of Wages to Workers, Weekly Off, Attendance Allowance, Canteen, Rest Rooms, Latrines & Urinals, Washing Facilities, First Aid facilities,	28
8	Bribes, Commission, Corrupt, Gifts etc., Period of Contract, Summary Termination, Security Deposit, Liability of Contractor or losses etc. suffered by Corporation, Set Off, Book Examination, Volume of Work, Remuneration, Payment, Delays, Strikes etc., Laws Governing to the Contract, Arbitration	33
9	Service to be performed by the Contractors - Clause XX	41
10	Clause No. XX - Services - For stocks received at or dispatched from warehouse / godown or for stocks delivered to recipients Clause XXI - Duties and Responsibilities of Contractor Black Listing Clause No. XXII	41

11	Appendix - I	53
12	Appendix-II	54
13	Appendix - III - Proforma of work experience certificate	56
14	Appendix-IV- Format for Solvency Certificate	57
15	Appendix-V- Format for Net Worth	59
16	Appendix-VI -Format for Power of Attorney for guidance purpose	60
17	Appendix-VII – undertaking for Proprietary firm	62
18	Appendix-VIII - Compliance of Bid Requirement	63
19	Appendix-IX -Undertaking for uploading true information.	64
20	Appendix-X undertaking for uploading performance bank guarantee	65
21	Appendix-XI -Alongwith Security Deposit as Performance guarantee [where tenderer does not have requisite experience as stipulated in the tender].	66
22	Appendix - XIII - Forwarding letter by the tenderer for submission of tender	68
23	Appendix - XIV [a] Sample of temporary contract labourer's employment card	76
24	Form - I Appendix - XIV [b] Register of Fines	79
25	Form - II Appendix - XIV [c] Register of deduction for damages or loss caused to	80
26	Appendix-XV-Agreement	81

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF LOADING / UNLOADING / HANDLING CONTRACTOR AT CENTRAL WAREHOUSE, TRICHY

FROM:

The Regional Manager,
22201216
Central Warehousing Corporation,
Regional Office,
Chennai

Tel.No . 044 - 22200350 /

Fax No. 044 - 22200068

E-mail: rmmdrs.cwhc@nic.in

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation) the Regional Manager, CWC, RO, Chennai invites online tenders, UNDER TWO BID SYSTEM, for appointment of contractors, for loading/unloading, handling of fertilizers stocks; in and around Central Warehouse at TRICHY for a period of **Three months** from the date of joining or such later date, as may be decided, which can be extendable for a period of three months at the sole discretion of the Corporation on same rates, terms & conditions.

1. **GENERAL INFORMATION**

1. Place of Operation :

The works in and around TRICHY in these presents shall mean and include the area within a radius of 10 kilometer(s) from the Municipal Office/Railway Station of TRICHY. CWC warehouse comprising of sheds / godowns of storage capacity -**115276MT**

NOTE :

- a) Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period the description of which is given in the tender, the Corporation may, during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of those. In such an event the contract shall not be rendered invalid and the contractor shall be bound to perform all the services/duties and execute all the works as per terms and conditions and rates of the contract and they shall not be entitled to make any claim whatsoever, against the Corporation for compensation/revision of rates or otherwise, due to increase/decrease in the number of godowns or the storage capacity of the godowns.
- b) Ordinarily the bagged stocks of fertilizers (25 kg / 50 kg/ 75 kg/ 95 kg/ 100 kg

packing) may be expected to be turned over thrice in the contract period, but the Corporation cannot be held to that statement.

- c) Weight of the stocks shall be required to be physically verified once in a year.
- d) Non-standard bags on receipt shall be weighed cent per cent while standard bags will generally be weighed only 10 per cent.
- e) Non-standard bags may be required to be standardized in the godowns.
- f) The particulars given above are intended merely to help the tenderers to form their own idea of the approximate quantum of work involved in this contract. The tenderers must acquaint themselves fully with the size and location of godowns vis-à-vis loading/unloading points. They are advised not to fully rely on the particulars given in the notes above, as these are indicative and not exhaustive. No guarantee is given that all the items of work shown shall be required to be performed. The successful tenderers shall be bound to execute all works as required under the terms of contract and shall not be entitled to make any claim whatsoever, against the Corporation for compensation, revision of rates or otherwise on the basis of particulars referred to above.

2. Brief description of work :

Unloading/Loading of fertilizer stocks from/into trucks / vehicles/ carts stacking (simple/ block/ crisscross - as the case may be) the fertilizer stocks, bagging, rebagging wherever/ whenever necessary, weighment, standardization, cleaning of fertilizer stocks, etc.,

The tenderers must get themselves fully acquainted with the size and location of godowns vis a vis loading / unloading points / **nature of work** / infrastructure facilities and functioning of all operations at the site in their own interest before submission of tenders and rates quoted by them for loading into/ unloading from trucks shall be deemed to have been done after such acquaintance. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the size and location of godowns vis a vis loading/unloading points / nature of work / infrastructure facilities and functioning of all operations at the site and shall not be entitled to any compensation arising out of any discrepancy in the size and location of godowns/group of godowns found later on, or on the ground that the workers employed by him are demanding higher rates of wages if load involved in certain operation(s) is more or the bags to be handled are heavier.

The services required to be performed under the contract have been categorized in two parts, viz. Part I - Receipts, Despatch & Deliveries and Part II-Other services. Based on

the local market trend and other relevant factors, the Corporation has prescribed rates for each of the service described in each Part which is shown in the PRICE BID (Schedule of Rates) for services annexed to the form of Tender. Tenderers are required to quote for all the services covered by the two parts detailed in Clause XX of Annexure-I containing the terms and conditions in the tender form annexed as PRICE BID and to indicate if they offer to work on the basis of the rates shown in the schedule of rates for services or offer a uniform percentage of reduction or enhancement, as the case may be, in the rates mentioned in the said Schedule of Rates.

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

3. ELIGIBILITY CRITERIA

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should upload documentary evidence as mentioned below for fulfilling the eligibility criteria of the Tender:-

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
1.	Details of tenderer	Duly filled, compulsory ink signed and scanned copy of Appendix-I .
2.	<p>a) Tenderers should not have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid.</p> <p>b) Tenderers contract should not have been terminated by CWC/FCI/FERTILIZER COMPANIES during the last 3 years as on the last date of submission of bid.</p>	Undertaking in this regard compulsory ink signed by the authorized signatory as per Appendix-II

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
	<p>c) Tenderers EMD should not have been forfeited by CWC/FCI/FERTILIZER COMPANIES during the last 3 years as on the last date of submission of bid</p> <p>d) The proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company should not have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more,. The tenders on acquittal would be eligible.</p>	

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
3.	<p>Tenderer should have experience of Rake Handling duly obtained from Manufacturer / PSU / Govt. Dept. / Public Ltd, Company / Private Limited Company dealing in the field of Fertilizers, Fertilizer stocks, Cement, Sugar, Coarse grains or any other commodity. <u>Tenderer should have executed following value of work during preceding five years :</u></p> <p>(a) At least 25% of the <u>total</u> estimated value of the contract to be awarded, in one single contract OR (b) 50% of the <u>total</u> Estimated value of the contract to be awarded, in different contracts.</p> <p>Note: The year for the purpose of experience will be taken as financial year [1st April to 31st March] excluding the financial year in which tender enquiry is floated.</p>	<p>Experience certificate in the proforma prescribed at Appendix III shall be produced from customers under their signature and stamp stating proof of satisfactory execution and completion of the contract[s] besides duly certifying nature, period of contract, and value of work handled.</p> <p>Remarks: All certificates issued by concerned parties should contain atleast above requisite information for considering experience as per terms of tender.</p>
4.	<p>Solvency Certificate from any Scheduled Bank for Rs. 1,00,000/- The certificate should not be issued six months prior to the date of submission of tender or should have validity as on last date of submission of tender.</p>	<p>The solvency certificate should be submitted in any of the formats as given in Appendix IV duly signed and stamped .</p> <p>The format is for the purpose of guidance. Minor deviation in wording of the solvency certificate can be accepted in case it is valid as on date of submission of the tender or is issued not more than six months before the last date of submission of tender.</p>

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
5.	The tenderer must have a positive net worth based on the latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.	The bidder is required to upload Appendix V duly certified by a practicing chartered Accountant based on latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.
6.	Power of Attorney Note: The bid should be uploaded by the authorised signatory as defined in Appendix-VI under his own digital signature.	Power of Attorney in favour of signatory(ies) duly attested by Notary as per Appendix VI which is for purpose of guidance only and deviation in the wording can be accepted.
7.	Bidder should be a (1)Registered Company/LLP in India under Companies Act, 2013 OR (2) <u>Registered</u> Partnership Firm OR (3) Proprietorship OR (4)Public Sector Undertaking/statutory body OR (5) Cooperative society OR (6) Others. (If the tenderer is a partnership firm/LLP, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation)	<p><u>1)For Registered Company/PSU/ statutory body</u> i)Copy of Certificate of Incorporation ii)Copy of Memorandum of Association iii)Copy of Articles of Association iv) Current list of Directors.</p> <p><u>2)For Partnership Firm</u> i)Copy of the partnership deed ii)List of partners iii)Copy of registration of Partnership deed.</p> <p><u>3)For Proprietorship</u> i)Declaration of Proprietorship/Sole Proprietorship compulsory ink signed as per Appendix-VII</p>

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
		<p>4) <u>For LLP</u></p> <p>i) Copy of Limited Liability Partnership Agreement</p> <p>ii) Copy of certificate of registration</p> <p>iii) Current list of Partners</p> <hr/> <p>5) <u>For Cooperative society</u></p> <p>i Bye-Laws (of co. operative Society)</p> <p>ii Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry.</p> <hr/> <p>6) <u>For others</u></p> <p>i) <u>Notarised</u> copy of certificate of Incorporation.</p>
8.	<p>Tenderer understanding of tender document and his compliance of tender requirements.</p> <p>Note:</p> <p>1. The declaration from the tenderer confirming that he has understood the tender document and his bid complies with the tender requirements / terms & conditions of the tender document, he has quoted the rates without any condition / deviation and the rates quoted by him are as per tender document.</p> <p>2. Tenderer is advised not to upload the entire tender document; however Appendix VIII along with other documents required under</p>	<p>Declaration from the tenderer as per Appendix VIII duly signed.</p>

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
	<p>eligibility criteria to be uploaded only.</p> <p>3. Tenderer shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.</p>	
9.	Undertaking regarding submission of Authentic/Genuine documents/information.	Compulsory ink signed , Appendix IX
10.	<p>Tenderers not having stipulated experience can participate in H&T contract, where the total estimated value of contract for Handling & Transport is less than Rs. Five crores. In such cases tenderers can submit Appendix- X in lieu of experience certificate at Appendix- III</p> <p>Note: The tenderer will have to submit an additional performance Guarantee (besides security deposit) in the form of Bank guarantee of 10% of the total contract value from any of the Scheduled bank if selected. The format of the Bank Guarantee to be provided in such cases is at Appendix-XI (to be provided if applicable)</p>	The bidder has to provide an undertaking as per Appendix- X .
11.	The tenderer should have achieved the average turnover of minimum Rs.5,00,000 during the three preceding financial years.	<p>The tenderer is required to upload the audited Balance Sheet and Statement of Profit & Loss A/C for the preceding three financial years with the bid.</p> <p>In case Balance Sheets and Statement of Profit & Loss A/C for the immediate preceding financial year have not been prepared /audited, the accounts for the year previous to the preceding three financial years can be uploaded.</p> <p>Where the tenderer is not under statutory obligation</p>

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
		<p>to get his Accounts audited, he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years.</p> <p>The audited balance sheet and profit & loss accounts are must in case of Co-Operative Society & Ltd. / Pvt. Ltd., Companies. The Proprietary/Partnership Firms, whose turnover is more than Rs.60 lac during the year 2010-11 and 2011-12 and more than Rs 100 lac during the years 2012-13 onwards are required to produce audited balance sheet and profit & loss account. The proprietary/ partnership firms having turnover upto 60 lac during the years 2010-11 & 2011-12 and uptoRs 100 lacs during years 2012-13 onward may submit the income tax return and statements of accounts duly certified by chartered Accountant(s) given to the income tax department for the three preceding financial years along with the technical bid for verification of turnover.</p>
12.	Income tax returns	Certified Copies of the Income Tax Returns for preceding three financial years.
13.	PAN Number	Copy of PAN Card
14.	Service Tax number	Copy of valid service tax registration certificate.
15.	Registration under Food Safety and Standards Authority of India (FSSAI)	The tenderer should submit the copy of the license / within 30 days of award of the work. In case the same has been applied for, the copy of application may be submitted within 30 days of award of work.
16.	Tender registered under micro and small enterprises. (if applicable)	<u>Micro & Small Enterprises (MSEs) registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies</u> <u>An attested / self-certified copy of valid registration certificate, giving details such as</u>

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
		<u>validity, stores / services etc. is to be provided.</u> <u>Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter as amended from time to time.</u>
17.1	Cost of the Tender	Scanned Copy of Document showing Unique Transaction Reference (UTR) of RTGS/NEFT OR Proof for payment through e-payment/Net banking OR certificate of registration for tenderers registered under MSEs)
18.1	EMD	Scanned Copy of Document showing Unique Transaction Reference (UTR) of RTGS/NEFT OR Proof for payment through e-payment/Net banking OR certificate of registration for tenderers registered under MSEs)
19.1	Financial Bid	Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Price Bid in Excel format only.
20.	Pre-Integrity Pact	Appendix-XII (compulsory ink signed on each page of annexure)

4. DISQUALIFICATION CONDITIONS

- a) Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission will be ineligible during the period of such blacklisting.
- b) Tenderers EMD should not have been forfeited by CWC/FCI/FERTILIZER COMPANIES during the last 3 years as on the last date of submission of the bid.
- c) Tenderers contract should not have been terminated by CWC/FCI/FERTILIZER COMPANIES during the last 3 years as on last date of submission of bid.

- d) If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years rigorous imprisonment or more, such tenderer will be ineligible. However if on acquittal by the appellate court the tenderer will be eligible.
- e) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.

5. OTHER DETAILS:-

a) Terms for Micro & Small Enterprises

I. Tender document cost will not be charged from Micro & Small enterprises (MSEs).

II. MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit(EMD).

III. MSEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

(i) District Industries Centers

(ii)Khadi and Village Industries Commission

(iii)Khadi and Village Industries Board

(iv) Coir Board.

(v) National Small Industries Corporation

(vi)Directorate of Handicraft and Handloom

(vii)Any other body specified by Ministry of MSME.

IV. The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose a attested / self-certified copy of valid registration certificate, giving details

such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

- V. The benefit as stated above to MSE, shall be available only for goods / services produced & provided by MSEs for which they are registered.
- VI. In case the MSE does not fulfil the criteria at Sr. No III, IV and V above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.
- VII. As per Public procurement policy on MSE, Considering that this is a non-divisible tender, an MSE quoting in the price band of L1 + 15% will be awarded for full/complete work of tender, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L1 rate after negotiation if any, by the MSE concerned.
- b) Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.
- c) The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- d) NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and comply all the conditions mentioned there in.

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

6. Volume of work

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

7. ANNUAL VALUE:

The annual value of Handling contract for fertilizer stocks :**Rs.35,50,000/-**

8. EARNEST MONEY DEPOSIT (EMD):

Each tender must be remitted by an EMD of **Rs.35,500 (Rupees Thirty Five Thousand and Five Hundred only)** in the form of RTGS / NEFT /or electronic mode.

MSEs registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter

The earnest money, shall be returned to all unsuccessful tenders, as soon as practicable after decision on tenders and to a successful tenderer, after he has furnished the security deposit; if the successful tenderer does not desire the same to be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money, under any circumstance.

Earnest money shall 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 to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.

Any false/ wrong information/ credentials submitted may lead to the tenderers being blacklisted in CWC and debarred for participating in tender for next five years besides forfeiture of the Earnest Money Deposited.

9. Security Deposit :

- i. Successful tenderer shall furnish, within a week of the acceptance of his tender, a security deposit of **Rs. 1,77,500 (Rupees One Lakh Seventy Seven Thousand and Five Hundred only)**. The successful tenderer, however, shall be given the option to pay 50 per cent of the security deposit within the above mentioned period and the remaining by deduction at the rate of five percent from each admitted bill, for work done under the contract.
- ii. The Security Deposit amount shall be deposited in favour of the Regional Manager, CWC, Chennai in the form of Demand Draft/NEFT/RTGS issued by scheduled banks only.

- iii. The Security deposit furnished by the tenderer would be subject to the terms and conditions given in the Appendix to this tender and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- iv. If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit shall be required to be furnished.
- v. The contractor shall furnish within a week of the acceptance of their tender, security deposit as prescribed in the invitation to tender. In the event of tenderers failure after the acceptance of his tender to furnish requisite security deposit by the due date and not taking over the work, the EMD shall be liable to be forfeited. Besides, the Corporation may suspend/ban the trade relations with them or debar to participate in all future tender enquiries with CWC based on merit of each case up to a period of five years without prejudice to any other rights and remedies of the Corporation under the contract and law. The decision of Managing Director in this matter shall be final and binding to the tenderer. The contractor at their option, may deposit 50 per cent of the prescribed security at the time of acceptance of the contract while the balance 50 per cent may be paid by the contractor by deductions at the rate of 5 per cent from the admitted bills of the contractors.
- vi. The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the time it is held by the Corporation.
- vii. The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract and on submission of a No Demand Certificate, subject to such deduction from, the security as may be necessary for making up of the Corporation's claims against the contractor.
- viii. In the event of termination of the contract envisaged in Clause-X, the Regional Manager, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.
- ix. The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.

- x. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining due balance.
- xi. Whenever the security deposited falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

10. **Selection of Lowest Bidder**

- (a) Separate rates are to be quoted for handling operations. Total estimated cost of the handling operation, for the contractual period, taking into account the actual volume of operations in the previous financial year, shall be worked out on the basis of the tendered rates to arrive at the lowest rate (L-1).

Actual Volume of works under handling operation (loading/unloading) in the previous Financial year are given hereunder:-

(i). Unloading bags from the trucks and stacking in the godowns....Bags of 25/50kgs

(ii).Loading the trucks from the godownsBags of 25/50 kgs

- (b) The technical bid shall be opened on the due date and time as specified in tender. The price bid of only such tenderers, whose technical bid is found to be qualified, shall be opened. The time and date of opening of price bid shall be fixed and shall be intimated to qualified parties only.
- (c) Necessary clarification required by the Corporation shall be furnished by the tenderer within the time frame given by the Corporation for the same as per procedure given in 11.1 to 11.3.
- (d) The bids of such tenderers who do not pay the cost of tenders and / or do not pay the Earnest Money Deposit shall not taken cognizance of.
- (e) It should be clearly understood by the Tenderer[s] that no opportunity shall be given to him / them to modify or withdraw his / their offer after the date and time stipulated for submission of tender. In case of any modification or withdrawal of the

offer by any bidder after the date and time stipulated for submission of tender, the EMD submitted with tender shall be forfeited.

(f) The Tender Form shall be filled in by the Tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Tenderer. The decision of CWC to interpret the rates filled in by the tenderer, shall be final and binding on the contractor.

(g) In case where there is more than one tenderer quoting the same rates due consideration shall be given to financial turnover as submitted under serial no. 11 of eligibility criteria for the purpose of selection of L1. In such cases, tender shall be awarded to the tenderer having higher average financial turnover of preceding three years for which turnover has been given in the tender.

11.SUBMISSION OF TENDER:- Tenderer shall submit their offer in electronic format on the www.tenderwizard.com/CWC, website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be outrightly rejected.

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

I. Information about tenderers :

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

II. Uploading/Signing of tenders :

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

The bidder shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.

Tenderer is required to submit Annexure-VIII in lieu of tender document along with other documents required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.

The Tenderer can be asked to give clarification to be submitted within a specified period of time and in case of failure of tenderer to give such clarification his technical bid is liable to be rejected.

11.1 Preliminary scrutiny of bids

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

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

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

11.2 Further evaluation of Stage: I Technical Bid

- (a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- (b) The Corporation, if necessary may ask the tenderer for any specific information/ clarification relating to qualifying document/condition. The required clarification must be uploaded within specified time subject to maximum of 15 days on the same portal as per the procedure prescribed below i.e. in clause 11.3.
- (c) Corporation well within it's rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.

- (d) The request for clarification by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.
- (e) If the tenderer fails to respond, within the stipulated time period or the clarification(s)/document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- (f) All the responses to the clarifications will be part of the Proposal of the respective tenderer and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will also be the part of the evaluation process for technical qualification.

11.3 Procedure to be followed for obtaining specific clarification:

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

12. Opening of Tenders :

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

13. Corrupt Practices :

Any bribe, commission, or advantage offered or promised by or on behalf, of the tenderer to any officer or servant of the Corporation shall (in addition to any criminal liability which

TERMS AND CONDITIONS GOVERNING CONTRACT FOR HANDLING (UNLOADING / LOADING) OF FERTILIZER STOCKS AT CENTRAL WAREHOUSE AT **TRICHY**

[I] Definitions :-

- [i] The term 'Contract' shall mean and include the notice inviting tender, the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexures and schedules, acceptance of tender and such general and special conditions as may be added to it;
- [ii] The term 'Contractor' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be;
- [iii] The term 'Corporation' and the Central Warehousing Corporation, wherever occur shall mean the Central Warehousing Corporation established under Warehousing Corporation Act 1962 will include its Managing Director and its successor or successors and assigns.
- [iv] The term "Fertilizer" shall mean and include all types of fertilizers stored / handled on behalf of CWC's depositors;
- [v] The term 'Godown' / 'Warehouse' shall mean and include depots, godowns, warehouse already belonging to or under occupation of the CWC or may hereafter be constructed or acquired by it at any time and shall also mean and include open platform/plinths built or constructed for storage of fertilizer stocks inside or outside the premises;
- [vi] The term 'Managing Director' shall mean the Managing Director of the Corporation;
- [vii] The term 'Regional Manager' shall mean the Regional Manager of the CWC under whose administrative jurisdiction, the Central Warehouse/ Godowns falls. The term 'Regional Manager' shall also include the Warehouse Manager and every other officer authorized by him from time to time to execute contract on behalf of CWC;

[viii] The term 'Services' shall mean the performance of any of the items of work enumerated in schedule of services as elaborated in Clause XIX herein including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Regional Manager, or an officer acting on his behalf;

[ix] The term 'Truck' wherever mentioned shall mean mechanically driven vehicles such as lorries etc., and shall exclude animal driven vehicles;

[II] Object of the Contract :

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

[III] Parties to the Contract :

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

[IV] Constitution of Contractor/s :

- [a] Contractor shall at the time of submission of tender declare whether they are Sole Proprietary concern or registered partnership firm or private limited company or a public limited company, Cooperative Society incorporated in India or a Hindu undivided firm or MSE's. The composition of the partnership, names of Directors of Companies and name of the Karta of Hindu undivided family as the case may be, shall also be indicated. Similarly in case of Cooperative Society, the name of Secretary, by-laws and areas of operation should be indicated. The Contractor shall also nominate a person in whose

hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The person/s so nominated shall be deemed to have power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractor.

- [b] The Contractor shall not, during the currency of the contract, make without the prior approval of the Corporation, any change in the constitution of the firm. The contractor shall notify to the Corporation the death/resignation of any of their partner/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

[V] **Subletting:**

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

In case of individual/sole proprietorship firm, the contract comes to an end with the death of the contractor/individual or the proprietor of the sole proprietorship firm and contract shall not be awarded to his legal heirs.

[VI] **Relationship with third parties:**

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

[VII] **Liability for Personnel :**

- (a) All persons employed by the contractors shall be engaged by them as their own employees/workers in all respects and the responsibility under the Workmen's Compensation Act 1923; Employees Provident Fund Act 1952; Maternity Benefit Act 1961; Contract Labour (Regulation & Abolition) Act 1970; Payment of Gratuity Act 1972; Equal Remuneration Act 1976; ESI Act 1948; Minimum Wages Act 1948 or any other similar enactments and rules made there under with up to date amendments in respect of all such personnel shall be that of the contractor. The contractor shall be bound to indemnify the Corporation against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act, 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any

accident or injury sustained by any workmen or other person whether in employment of the contractor or not.

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

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

- (c) In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Govts./Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
- (d) Notwithstanding the fact, whether the said legislations, enactments or any statutory modifications thereof are applicable or not to the employees/workers employed by the contractor, he shall pay the followings to them :-

I. Payment of Wages to Workers :-

In line with the Government policy, the contractor shall be under obligation to make cashless payment of wages to workers ie. by Account payee cheque, RTGS, NEFT, Internet banking cards, Aadhar enabled syster, Unified payment interface (UPI), Mobile banking etc. He shall keep record of payment and on Wage book / Register, the worker's signature as proof of payment of wages shall be obtained.

II.

The contractors shall pay not less than minimum wages to the workers engaged by them on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the rate(s) notified by appropriate authority at the time of inviting tenders for the work. Where such wages have not been so notified by the appropriate authority, the wages prescribed by the Regional Manager as minimum wage shall be made applicable. The contractor shall maintain necessary records and registers like wage book and wage Slip etc. Register of unpaid wages and Register of Fines and Deductions giving the particulars as indicated in Appendix III, The minimum wages prescribed for the time being for piece rate and time rate workers are as indicated below :

a.	Time rated worker	(<u>Male</u>)
	- do -	(Female)

1. Piece Rated Workers

Provided that equal wages to women labour at par with men shall be paid for similar nature of work to comply with the provisions of Equal Remuneration Act 1976.

III. Weekly off :-

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

IV. Attendance Allowance :-

The contractor shall pay attendance allowance of Re.1.00 (Rupee one) only per day to the regular workers generally employed by him on piece rate or time rate basis when such worker report for duty on the day but is not booked or given work for the day shift. Aforesaid wage/ benefits at Clause VII (d) (i) to (iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The Regional Manager shall have the right to deduct from money due to the contractor, any sum required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages, or of deductions made from his or their wages which are not justified or non-observations of the regulations/enactments mentioned in Clause VII(a) and VII (b).

[V]. Welfare and Health of Contract Labour:

Duties and responsibilities of the contractor. The contractor shall comply the following as per the statutory obligations in force from time to time.

1. Canteen
2. Rest room
3. Latrines and urinals
4. Washing facilities
5. First aid facility.

[VI] **Bribes, Commission, Corrupt gifts etc :-**

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

[VII] **Period of Contract:-**

- i. The contract shall remain enforce for a period of **three months** from or such later date as may be decided by the Regional Manager at his sole discretion. Regional Manager reserves the right:
- ii. To extend the period of contract by three months further beyond the original contract period of **three months** on the same rates, terms and conditions;
- iii. To terminate the contract at any time during its currency without assigning any reason by giving thirty days' notice in writing to the contractor at their last known place of residence / business and the contractor shall not be entitled to any compensation by reason of such termination.

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

[VIII] Summary of Termination :-

- (a) The Regional Manager shall have, *without prejudice to other rights and remedies*, the right, in the event of breach by the contractors of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract, at the risk and cost of the contractors and /or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or unwork-man like performance of any of the services under the contract and to claim from the contractors any resultant loss sustained or cost incurred. The non performing/defaulting H&T contractor may also be suspended/banned for trade relations/blacklisting for a period upto 5 years based on the gravity of non-performance / default of the contractor by the Managing Director of CWC whose decision in the matter shall be final and binding.
- (b) In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors in such eventuality the security deposit shall be stand forfeited.

[IX] Security Deposit:

- a) Successful tenderer shall furnish, within a week of the acceptance of his tender, a security deposit of **Rs.1,77,500 (Rupees One Lakh Seventy Seven Thousand and Five Hundredonly)**. The successful tenderer, however, shall be given the option to pay 50 per cent of the security deposit within the above mentioned period and the remaining by deduction at the rate of five percent from each admitted bill, for work done under the contract.
- b) The Security Deposit amount shall be deposited in favour of the Regional Manager, CWC, Chennai in the form of Demand Draft issued by scheduled banks only.
- c) The Security deposit furnished by the tenderer would be subject to the terms and conditions given in the Annexure to this tender and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- d) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit shall be required to be furnished.
- e) The contractor shall furnish within a week of the acceptance of their tender, security deposit as prescribed in the invitation to tender. In the event of tenderers failure after the acceptance of his tender to furnish requisite security liable to be deposit by the due date and not taking over the work, the EMD shall be forfeited. Besides, the Corporation may suspend/ban the trade relations with them or debar to participate in

all future tender enquiries with CWC based on merit of each case up to a period of five years without prejudice to any other rights and remedies of the Corporation under the contract and law. The decision of Managing Director in this matter shall be final and binding to the tenderer. The contractor at their option, may deposit 50 per cent of the prescribed security at the time of acceptance of the contract while the balance 50 per cent may be paid by the contractor by deductions at the rate of 5 per cent from the admitted bills of the contractors.

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

[X] Liability of Contractors for losses etc. suffered by Corporation: -

- (a) The contractors shall be liable for all costs, damages, demurrages, wharfages, forfeiture of wagon, registration fees, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and un-workman like performance of any services under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage, etc. and for all damages or losses occasioned to the corporation due to any act whether negligence or otherwise of the contractors themselves or their employees. The decision of the Regional Manager regarding such failure of the contractor and their liability for the losses, etc. suffered

by Corporation shall be final and binding on the contractor.

- (b) The Corporation shall be at liberty to reimburse themselves of any damages losses, charges, costs or expenses suffered or incurred by them due to contractor's negligence and un-workmanlike performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the contractors under this or any other contract with the Corporation. In the event of the sum, which may be due from the Corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in para XI. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation, on demand, the remaining balance of the aforesaid sum claimed.
- (c) In the event of default on the part of the contractor in providing labour, weighing scales, weights etc. and /or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the Regional Manager or any officer acting on his behalf, the Regional Manager shall, without prejudice to other rights and remedies under this agreement, have the right to recover by way of compensation from the contractor a sum of Rupees Five Hundred or any lesser sum per day or part of a day of the default as the Regional Manager in his absolute discretion may determine, subject to the total compensation/liquidated damages during the duration of the contract not exceeding 15% of the value of the contract. The decision of the Regional Manager on the question whether the contractor has committed such default or has failed to perform any of such services efficiently and is liable to pay compensation/liquated damages and as to the quantum of such compensation/liquidated damages shall be final and binding on the contractor.
- (d) The Regional Manager shall be the sole judge for determining, after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the contractor for such loss and the amount to be recovered from them. The decision of the Regional Manager in this regard shall be final and binding on the contractor.
- (e) The contractor shall be responsible to supply adequate and sufficient labour, scales for loading/unloading & carrying out any other services under the contract in accordance with the instructions issued by the Regional Manager or an officer acting on his behalf. If the contractor fails to supply the requisite number of labour, scales the Regional

Manager shall, at his entire discretion without terminating the contract be at liberty to engage other labour, scales, etc. at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Regional Manager shall be final and binding on the contractor.

- (f) The Contractor shall engage competent adequate staff and labour to the satisfaction of the Regional Manager or an officer acting on his behalf for ensuring efficient handling and transport of fertilizer stocks etc. and furnishing correct and up to date position/information/progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, his servants or agents or representatives. The Regional Manager shall have the right to ask for the dismissal of any employee of the contractor, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractor, his servants or agents or representatives shall be final and binding on the contractor.

[XI-A] Set off:

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

[XII] Book Examination:-

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

[XIII] Volume of Work

- [a] Subject as hereinafter mentioned the Corporation do not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the

contract. The mere mention of any item of work in this contract does not by itself confer a right on the contractor to demand that the work relating to all or any item thereof at the concerned Warehouse should necessarily or exclusively be entrusted to them.

NOTE :-

Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period the description of which is given in the tender, the Corporation may, during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of those, the description of which is given in the tender or out of those which are later constructed/acquired later during the pendency of the contract. In such an event, the contract shall not be rendered void and the contractor shall not be entitled to make any claim whatsoever against the Corporation for compensation, revision of rates or otherwise due to increase/decrease in the number of godowns or the storage capacity of the godowns.

[XV] Remuneration:-

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

[XVI] Payment :-

- (a) Payment will be made by the Regional Manager on submission of bills, in triplicate duly supported by consignee receipts/or work certificate issued by the Warehouse Manager or an officer acting on his behalf, as the case may be.
- (b) The contractor should submit all their bills not later than two months from the date of expiry of the contract so that the refund of the security deposit may be speeded up. In

order to facilitate fast disposal of bills the contractors are advised to submit their bills fortnightly.

- (c) The payment shall normally be made by the Corporation within 30 days of submission of complete set of bills. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- (d) The payment shall be made through e-payment system for which the following details shall be provided by the contractors immediately after commencement of the contract.

1. Bank Account No. :
2. Nature of Account [SB or Current] :
3. Name of Bank & Branch :
4. MICR Code No. :
5. RTGs code Bank [IFSC Code] :

- (e) Service Tax and cess thereon or any other Tax in lieu thereof levied by the Central Govt./State Govt./Local body from time to time on the services rendered by the Handling contractor to CWC shall be paid by CWC to the H&T contractor over and above the accepted rate as per Schedule of Rates, subject to the Contractor submitting his bills / invoices therefore in the Format prescribed under Rule 4-A [1] of the Service Tax Rules, 1994 or other relevant Laws, as the case may be.
- (f) Income Tax, at the Rate as applicable under the provisions of the Income Tax Act shall be deducted at source from the Bills / Invoices of the Contractor. In case, however, the Contractor is granted exemption from the deduction of Income Tax at source or granted certificate for deduction of Income Tax at Lower Rate, he shall be required to produce such certificate issued by the Prescribed Income Tax Authority clearly stating therein that No Income Tax or Lower Income Tax, as the case may be, be deducted at Source from the Contractor against the said Contract, failing which Income Tax at Full Rate, as prescribed under the Act, shall be deducted. Such Exemption or Lower Rate Certificate shall have to be obtained by the Contractor from the Prescribed Income Tax Authority and furnished to the Corporation at the commencement of every Financial Year.

[XVII] Delays, Strikes etc. :-

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

[XVIII] Laws governing the contract :-

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

[XIX] **Arbitration**

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred, or vacating his office or being unable to act for any reason, the Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award.

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

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

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

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

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

The arbitrator shall give separate award in respect of each dispute of difference referred to him. Subject as aforesaid the **Arbitration & Conciliation Act 1996** shall apply to the Arbitration proceedings under this clause.

SERVICES

[XX]PART-I FOR STOCKS RECEIVED AT OR DESPATCHED FROM WAREHOUSE.

- [1] UNLOADING FROM TRUCKS AT WAREHOUSE AND STACKING THE FERTILIZER STOCKS IN THE GODOWNS:-

The Contractor shall unload the fertilizer bags from the godowns placed at the warehouse, carry them by head loads or change of head loads or by using hand trolleys, handcarts or any other mode of carriage provided by them and stack them in godowns up to the required height. The bags shall be stacked either in the form of conventional stack for bagged storage

- [2] LOADING INTO TRUCKS FROM GODOWNS/OR ANY OTHER TRANSPORT VEHICLE FOR DESPATCHES OR FOR DELIVERY TO THE RECIPIENTS :-

The contractor shall remove the fertilizer bags from the stack inside the godowns, carry them by headloads or change of headloads or wherever necessary by using hand trolleys, carts, etc. and load them on trucks or any other transport vehicle or in the alternative and put the bags in a countable position after stacking, the bags wherever necessary on platform/ground for purposes of despatch or for delivery to buyers in accordance with the instructions of the Warehouse Manager or an Officer acting on his behalf.

- [3] WEIGHMENT: -

The Contractor shall, with their labour and scales, and under their supervision weigh such number of bags of fertilizer stocks, as may be required, after placing the bags, wherever necessary, before weighment or by placing the bags, wherever necessary after weighment. The remuneration for this service shall be deemed to include placing of bags, wherever necessary, near the scale either before or after weighment, carrying out the weighment by placing the bags on the scale and removing the bags from the scale. Weighment of fertilizer stocks as described above, shall be done in conjunction with any other service like receipt, dispatch/ delivery etc. either at Godown/Railway Platform/Railway Siding/shed or anywhere else as directed by the Warehouse Manager or an officer acting on his behalf. Payment under this service for actual number of bags

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

- [4] **REMOVING BAGS FROM STACKS AND POURING CONTENTS INTO FLAT STORAGE :**
The Contractor shall, when required, remove fertilizer bags from stacks in the same or any other godown or from the side wall of a flat storage, cut open mouth of the bags pour the grain into the flat storage and carry out shoveling and leveling of the fertilizer stocks.

- [5] **FILLING LOOSE FERTILIZERS FROM FLAT STORAGE :-**
Fertilizer stocks from Flat Storage will normally to be taken out by evacuators or grainveyors supplied and operated by the Corporation. The evacuators will either discharge the grain into the baby pit or feed the hoppers of the automatic/weighing and filling machines (velosac machines) which are designed to fill the bags upto a prescribed weight. The contractor shall supply the number of casual labour required in the operations of these machines, in accordance with the instructions of the Warehouse Manager or an officer acting on his behalf. However, the contractor, when required shall with their labour, take the loose grains out of the flat storage pit, making a baby bulk grain pit. If necessary, and fill the loose fertilizer stocks into empty gunnies, carry them to scales, bring them upto a prescribed standard weight, stitch the bags with at least 16 stitches and stack them in the same or any other godowns(s) or load them into wagons/transport vehicles.

P A R T - II OTHER SERVICES

- [6] **PHYSICAL VERIFICATION: -**

The contractor shall, with their labour and scales and under their supervision, weigh such number of bags of fertilizer stocks as may be required for physical verification. Weighment for this service shall be deemed to include carrying bags from stacks, to weighing scales, putting them on scales, carrying out weighment, removing bags from scales, doing kacha stacking inside or outside the godown, as and where necessary, carrying the weighed bags and stacking them upto 10, 16, 20, 24 or more than 24 heights, as may be directed by Warehouse Manager or an officer on his behalf.

Normally, the weighed bags will be required to be restacked in the same godown or outside the same godown. It may, however, be necessary to restack the weighed bags in another godown.

[7] STANDARDISATION: -

The contractor shall, with their labour and scales and under their supervision, standardize such number of bags of fertilizer stocks, as may be required by the Warehouse Manager or an Officer acting on his behalf. Standardization shall be deemed to include carrying bags from stacks to weighing scales, cutting open the mouth of the bags putting bags on the scales, putting in or taking out grains from each bag as may be necessary in order that each bag contains the standard weight of fertilizer stocks as fixed by the Warehouse Manager or an officer acting on his behalf, removing the bags from the scales; re-stitching the bags with at-least 16 stitches on each bag, doing kacha stacking inside or outside the godown as and where necessary, carrying the standardized bags and stacking upto 10, 16, 20, 24 or more than 24 height or loading into wagons/trucks or any other vehicle as directed. When the standardized bags are not required to be restacked or loaded, such bags shall be left in a countable position on the floor of the godown. The standardized bags shall be stacked in the same godown or in another godown, as directed by the Warehouse manager or an Officer acting on his behalf. In all such cases, payment will be done for actual number of bags received after standardization.

[8] FILLING GUNNIES WITH FERTILIZER STOCKS TO A PRESCRIBED WEIGHT, STITCHING AND STACKING/ LOADING&DELIVERY : -

Contractor shall, where necessary, make heap (or Palla) of any loose grains, sweepings, damaged grains, etc., available in the godowns or anywhere else and fill the same into 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 dispatched/delivered, as required.

[9] CLEANING: -

The contractor shall, as and when required, with their labour, clean the fertilizer stocks, sweepings etc; Cleaning shall be deemed to include restacking the bags, weighing them to ascertain the pre-cleaned weight carrying them to the place assigned for cleaning and subject to such process as winnowing, sifting, passing through the sieves or other methods of cleaning as cleaning by machines, etc., removing the cleaned grains, filling the

grains in bags, weighing them to a standard weight prescribed by the Warehouse Manager or any Officer acting on his behalf, stitching the bags firmly with at least 16 stitches and carrying the standardized bags and stacking them upto 10, 16, **20, 24** or more than **24 height** or loading them into wagons/trucks/transport vehicles as directed, collecting the refraction, filling them in bags as directed, weighing them and stacking upto 10, 16, **20, 24** or more than **24 height** or loading/ delivering them as directed. Payment will be made only for the number of bags received after cleaning and standardization. No separate payment for the bags filled with refractions will be made.

[10] SALVAGING OF DAMAGE FERTILIZER STOCKS :-

The contractor shall undertake drying of damaged fertilizer stocks, whenever required. Drying shall be deemed to include carrying fertilizer stocks bags, from stacks or anywhere else from the godown, cutting open the mouth of the bags spreading the fertilizer stocks inside or outside the godown. Filling loose grains as per instructions into empty gunnies upto a prescribed weight, stitching and stacking the bags in the same or another godown up to 10, 16, **20, 24** or more than **24 height** or loading /delivering them as directed. If weighment is required to be done before cutting open the bag, it will be paid separately.

Payment under this service will be made only for the number of bags received after drying and standardization.

[11] REBAGGING: -

The contractor shall rebag loose grains or the contents of unserviceable bags into new bags supplied by the Corporation. Rebaggng shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a palla if necessary, filling new bags upto a prescribed weight, stitching them, doing kacha stacking inside or outside the Godowns, as and when necessary, and stacking them upto 10, 16, **20, 24** or more than **24 height** and delivering /dispatching as directed.

[12] BREAKING OF STACKS AND RESTACKING: -

The contractor shall, as and when required, remove bags from any stack(s) in the godown and restack in the same or another godown upto 10, 16, or more than 16 height.

[13] COLLECTION OF SCATTERED BAGS:-

The contractors shall as and when required remove/collect the scattered bags from the godowns and stack them in the same or another godown upto 10, 16, 20, 24 or more than 24 height.

[16] BUNDLING OF EMPTY GUNNIES: -

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

[22] STENCILLING OF BAGS: -

The contractor shall, through their workers and stencilling materials, stencil such number of bags as may be directed by the Warehouse Manager or an officer acting on his behalf. In full wagon load, the name of destination station in block English letters shall be stencilled 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 stencilled. The contractor may, with the prior permission of the Warehouse Manager or an officer acting on his behalf, mark the bags in the prescribed manner with brush and indelible ink instead of stencilling.

[24] SUPPLY OF CASUAL LABOUR : -

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

The payment of casual labour wage shall be not less than the minimum statutory rates fixed by the appropriate authority for the material period as fixed wage per male/female casual labour per day.

The labour so supplied can be asked to do fumigation/brushing dusting, spraying or pumping cyanogs with foot pump wherever necessary undertaking prophylactic/ curative

disinfestations measures, whenever necessary.

[XXI] Duties and Responsibilities of the Contractor

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

- [1] The contractor shall always be bound to act with reasonable diligence and in a business-like manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.
- [2] The contractor shall engage competent and adequate staff and labour to the satisfaction of the Warehouse Manager or an officer acting on his behalf, for ensuring efficient Handling and transport of fertilizer stocks etc. and furnishing correct and upto date position /information/ progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Warehouse Manager shall have the right to ask for the removal of any employee of the contractors, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct, etc; of the contractor, their servants or agents or representatives shall be final and binding on the contractor.
- [3] The contractor shall advise the Warehouse Manager and Officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the contract. It shall be the duty of those representative(s) to call at the office of the Warehouse Manager or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about the programme of arrivals and dispatches to various recipients and other godown activities and to report the progress of loading/unloading work, etc and generally to take instructions in the matter.

- [4] The contractor shall take adequate steps and necessary precautions to avoid wastage and damage to the fertilizer stocksetc; during the loading/unloading of trucks/ carts/ any other transport vehicle at the Godowns or any other loading/unloading point. The contractor shall be liable for any loss which the Corporation may suffer on account of the bags not being properly handled. The decision of the Warehouse Manager regarding such loss shall be final and binding on the contractor. They shall spread their own tarpaulins or gunny bales at the loading/unloading points to avoid wastage and damage.
- [5] The contractor shall provide their own planks and supporting bags to serve as ladders for the purpose of loading/unloading into/from trucks/carts/wagons or stacking, no filled bags (with grains etc.) shall be used in the operation.
The contractor shall supply small regulation size hooks approved by the Warehouse Manager to their workers for handling fertilizer stocks bags.
- [6] The contractor shall ensure that their workers do not use large hooks for handling fertilizer stocks bags at any stage. The use of hooks other than those approved by the Warehouse Manager, or an Officer acting on his behalf, shall render the contract liable to cancellation. The contractor shall also be liable to make good to Corporation, any losses caused by the use of unauthorized hooks. The decision of the Regional Manager regarding such losses shall be final.
- [7] The contractor shall promptly report it in writing to the Warehouse Manager or an Officer acting on his behalf regarding any tampering if any found in the trucks during the time of receipt.
- [8] The contractor shall keep a complete and accurate record / account of number of bags unloaded from each truck and in the event of any shortage being noticed, shall bring in writing such shortage promptly to the notice of the Warehouse Manager or an officer acting on his behalf and the Railway authorities concerned. They shall keep aside any stocks of damaged bags received in the wagons and after ascertaining the loss by weighment, report the fact to the concerned authorities viz, the Warehouse Manger or an Officer acting on his behalf and the Railways.
- [9] The contractor shall provide adequate number of stitchers and sweepers at their own cost at all loading/unloading and other operational points to carry out minor repairs to leaking bags with twine. The twine provided shall be three ply doubled up.
The contractor shall be responsible to supply adequate and sufficient labour, scales for loading/unloading & carrying out any other services under the contract in accordance with the instructions issued by the Regional Manager or an offices acting on his behalf. If the contractor fails to supply the requisite number of labour / scales, the Regional Manager shall at this entire discretion without terminating the contract be at liberty to engage other labour, scale, etc. at the risk & cost of the contractor, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the

- Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any again resulting from entrustment of the work to another party. The decision of the Regional Manager shall be final & binding on the contractor.
- [10] The contractor shall collect all sweepings and spillages of fertilizer stocks from trucks floors, loading/unloading points/godowns and fill them after cleaning, if necessary, in slack bags or in other empty bags supplied by Company and firmly machines stitch them.
- [11] The contractor shall strictly abide by all rules and regulations Police, Municipal authorities and other local bodies
- [12] The contractor shall be required to re-stack the bags without payment of any extra charges if the directions for stacking the bags are not observed by them or if the stacking is faulty and not to the satisfaction of the Warehouse Manager or an Officer acting on his behalf. The contractor shall also be responsible for any loss, which the Corporation may suffer on account of the bags not being properly stacked. In case the falling of stacks happen to be within three months from the date of original stacking of bags and for such restacking of bags, no remuneration shall be allowed to the contractor. The decision of Regional Manager regarding such loss shall be final and binding on the contractors.
- [13] The contractor 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 fertilizer stocks. The contractor shall be liable for any loss to the Corporation on this account and the decision of the Regional Manager in the matter shall be final and binding on the Contractor.
- [14] The contractor shall carry empty bags from the gunny storage godowns or from any other place indicated by the Warehouse Manager or an officer acting on his behalf to the place(s) of operations for bagging, rebagging etc. and no extra remuneration for such carriage of empty bags will be payable on any account.
- [15] 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 is progressively introduced for the alleviation of the lot of the labourers. Such hand trolley or wheeled contrivances will be supplied to the labourers by the contractors at their own cost. No extra remuneration, whatsoever for the use of hand trolleys etc; for carriage of bags shall be payable as it shall be deemed to be included in the rates provided for the relevant services.
- [16] The contractor shall be responsible for keeping a complete and accurate account of all supplies of fertilizer stock etc; and empty gunny bags received by them from the Corporation and shall render accounts and furnish returns and statements in such a manner as prescribed by the Regional Manager or the Officer acting on his behalf.

- [17] The contractor shall be responsible for performing all or any of the services detailed in and arising out of this contract also at night without any additional remuneration, whenever required by the Warehouse Manager or an Officer acting on his behalf.
- [18] The contractor shall, whenever required, supply petromax lamps for carrying out work during night. The actual charges not exceeding Rupee one per light per night/day for lights hired by the contractor for working at night or during day time in such godowns which are insufficiently lit, will be paid by the Corporation on submission of bills supported by relevant vouchers in original. The bills for hire charges for lights shall require to be certified by the Warehouse Manager or an Officer acting on his behalf.
- [19] The contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractors', negligence and unworkman like performance of any service under this contract or breach of any terms thereof and for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligence or otherwise of the contractors themselves or their employees. The decision of the Regional Manager regarding such failure of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.
- [20] The contractor shall provide and maintain correct weights and scales get them stamped in time and carry out all the Weighments accurately. The Warehouse Manager or an officer acting on his behalf shall have the right to check the weights, scales and weight of any bag or bags.
- Where the scales of the Corporation are used by the Contractors, they shall be responsible for the proper maintenance and handling of the scales. If any damage or breakage to the weighing scales or any loss is sustained in the course of their shifting from one godown to another (for which the contractors shall not be entitled to any separate or extra payment) or when they are under their custody for the purpose of carrying out weighment operations, they shall make good the loss etc. sustained by the Corporation on his account and the decision of the Warehouse Manager or an Officer Authorized by him, as regards the extent and liability of the Contractors in such matters shall be final and binding on the Contractors.
- [21] The contractor shall not indulge in corrupt practices like 'Dala' system and 'bait', failure to which shall be liable for penal action for such corrupt practices/ unfair means.
- [22] Stacking in the Shed/Platform/Ground wherever necessary as required while performing the services of loading, unloading etc.; shall be deemed to be included in the relevant services and no separate remuneration shall be payable for such stacking.
- [23] Kacha 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 kacha stacking will be paid on any account.
- [24] Similarly carriage of bags whether by change of headloads or by using hand-trolleys, hand-cart or any other mode of carriage, provided by the contractors, shall be deemed to be included in the relevant services and no separate remuneration shall be paid for such carriage, unless otherwise provided for.
- [25] For services of standardization, rebagging, filling, loose fertilizer stocks and such other allied services, bags supplied by the fertilizer Companies. however the Warehouse Manager reserves the right to use any type of bags. Stitching of the bags to be carried out by machine.
- [26] All taxes / levies / fees / charges payable to any Govt. / Local Body on the Service Charges payable by the H&T contractor to the Equipment Operators, Manpower Supply Agency for the Personnel engaged etc. shall be paid by the Contractor, and no claim, whatsoever, on this account, shall rest against the Corporation.
- [27] Rent for his office or garage in the warehouse complex as also the charges for water & electricity utilized therein, by the contractor shall be paid by the contractor to CWC together with Service Tax due thereon, at the rate as in force from time to time.

XXII BLACK LISTING CLAUSE:

The non performing / defaulting H&T contractor may be suspended / banned for trade relation / black listed for a period upto 5 [five] years based on the gravity of non-performance / default of the H&T contractor, by the Managing Director of the CWC whose decision in the matter shall be final and binding.

XXIII INTERPRETATION OF THE CLAUSE:

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

XXIV FORCE MAJEURE

Notwithstanding anything in this agreement to the contrary neither the Corporation nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake and other acts of God, action of enemies or other similar causes beyond the control of the party affected, who

shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

APPENDIX - I
(compulsory ink signed)

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

[2] Operation Address
.....
.....

[3] Registered office address
.....

[4] Address of the tenderer and,

[5] Telephone no.,

[6] faxno./.....

[7] E Mail address :.....

[8] Website.....

[9] Service Tax Registration No.....

[10] Sale Tax Registration No.

[11] Pan No.

[12] DETAILS OF SISTER CONCERNS

[a] Name & Address

[b] Activities engaged in by Sister Concern

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

[13] TENDERER'S BANKS DETAIL : -

a. Bank Account No

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

Place _____

Dated _____

(Capacity in which signing)

APPENDIX-II
(compulsory ink signed)

CENTRAL WAREHOUSING CORPORATION

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

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

Remarks _____

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

I/We hereby solemnly declare that the Proprietor/one or more Partners/Directors of this

firm/ company has relationship/has no relationship (Strike off whichever is not applicable) with the employee of CWC (name and designation, place of posting of employee to be mentioned).

6. Declaration of membership of any Goods Transport Association.

Give details if so;

Name & Address of the Association;

With Telephone/Fax No.

DISQUALIFICATION CONDITIONS

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

(Signature & Seal)

(Authorized Signatory)

APPENDIX - III

PROFORMA FOR INFORMATION OF WORK EXPERIENCE CERTIFICATE TO BE FURNISHED BY THE TENDERER from each concerned parties.

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

Remarks:- All certificates issued by concerned parties should contain atleast above requisite information for considering experience as per terms of tender.

(Signature of the Issuing Authority)

Duly Stamped

Appendix -IV

Format of Solvency Certificate

Format 1

No.....

To

.....

.....

This is to state that to the best of our knowledge and information, Mr. / Ms. / M/s a customer of our Bank is respectable and can be treated as good up to a sum of Rs..... (Rupees in words).

It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

Place:

No.CWC/RO-CNI/H&T/TRY/FERT./2016-17

Date: 02.02.2017

Date:

For BANK MANAGER
(Signed and Stamped)

OR

Next also

Format 2

No.....

To

.....

.....

This is to certify that as per information available, Shri / Smt. / Ms....., is solvent uptoRs..... (Rupees). This certificate is valid for the period from to This certificate is issued without any guarantee or responsibility on the part of the Bank or any of its employees.

Place:

Date:

For BANK MANAGER
(Signed and Stamped)

Appendix -V

Format of Net Worth

- A. The Net Worth of Mr./Ms./M/s _____
for last Financial Year _____ is Rs. _____ lakhs as per
his/her/their books of Accounts.

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

Signature of Chartered Accountant

Name:

Membership No.:

Seal:

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

POWER OF ATTORNEY

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

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

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

(In H&T tenders in the case of Consortium/ Joint Venture)

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

Dated this the _____ day of _____ 20

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

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

Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1 :

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes:

- In case the Firm/ Company is a Member of a Consortium/ JV, the authorized signatory has to be the one employed by the Lead Member.
- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- **Power of Attorney is to be attested by Notary.**

APPENDIX-VII

UNDERTAKING
(For Sole Proprietary Firm)
(Compulsory ink signed)

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

1. That I am Sole Proprietor of (Sole Proprietor Firm Name)

2. That the office of the firm is situated at

Place:

Date:

(Authorized Signatory)

COMPLIANCE TO BID REQUIREMENT

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

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

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

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

Stamp and signature of the bidder : _____

Name of the bidder : _____

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

Appendix-IX

UNDERTAKING
(compulsory ink signed)

I _____, S/o D/o _____, resident of _____
EMPLOYED AS _____ WITH _____ HAVING
OFFICE AT _____ PIN..... I, do hereby solemnly affirm, state and
undertakes as under:-

1. That I am the authorized representative and signatory of M/s.....
2. That the document (s) submitted, in Appendix-VIII has / have been submitted under my knowledge.
3. That the document(s) submitted, as mentioned above, by M/s ...in Appendix- VIII are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) is false, forged or fabricated.
4. That no part of this undertaking is false and that this undertaking and the above declaration in respect of genuineness of the documents has been made having full knowledge of (i) the provisions of the Indian Penal Code in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of Tender conditions which entitle the CWC to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.
5. I undertake accordingly.

Date:

Authorised signatory

Appendix-X

UNDERTAKING

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

We hereby confirm to submit an additional performance Guarantee (besides security deposit) in the form of Bank guarantee of 10% of the total contract value from SBI Bank or its Associate Bank or in any other Public Sector Banks, if selected as L-1 bidder.

Stamp and signature of the bidder: _____

Name of the bidder : _____

(undertaking to be attested by Notary)

Appendix-XI

Proforma of Bank Guarantee to be furnished along with Security Deposit as Performance Guarantee [where tenderer does not have requisite experience as stipulated in the Tender].

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

This Deed of Guarantee made this _____day of _____between _____ (Name of Bank) having its registered office at _____[place) and one of its local offices at _____(hereinafter referred to as the Surety), in favour of Central Warehousing Corporation, a Statutory Corporation established under the Central Warehousing Corporation Act, 1962 having its Corporate Office at 4/1 Sri Institutional Area, August KrantiMarg, HauzKhas, New Delhi 110016 (hereinafter referred to as CWC).

WHEREAS M/s _____[hereinafter referred to as "Tenderer") having its registered office at _____is bound to furnish Performance Guarantee in the form of Bank Guarantee with CWC in connection with the award of a Tender for Handling & Transport Contract at _____(name of the centre).

WHEREAS the Tenderer as per clause no. ____ of terms and conditions of the tender No.____dated____has agreed to furnish Performance Guarantee by way of Bank Guarantee for Rs.____ for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

NOW THIS WITNESSETH:

[1] That the Surety in consideration of the above tender made by the Tenderer to CWC hereby undertake to pay on demand by the CWC and without demur, and without notice to the Tenderer, the said amount of Rs. _____(Rupees_____).

[2] This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of CWC, Tenderer or the Surety.

[3] The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of CWC in writing.

[4] Notwithstanding anything contained in the foregoing, the Surety's liability under this Guarantee is restricted to Rs. _____(Rupees _____).

[5] This Guarantee shall remain in force and effective upto _____ and shall expire and become ineffective only on written intimation given to the Surety by CWC for this purpose and in that case this Guarantee shall stand discharged.

[6] The Surety will make the payment pursuant to the Demand issued by CWC notwithstanding any dispute or disputes raised by the Tenderer against CWC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety's liability under this guarantee is absolute and unequivocal.

[7] Any forbearance, act or omission on the part of CWC in enforcing any of the conditions of the said Tender or showing any indulgence by CWC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by CWC.

[8] Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before _____ the Surety shall be discharged from all liabilities under Guarantee thereafter.

[9] The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of above named Bank

(Banker's Name and Seal)

APPENDIX - XIII

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

[I] WAGE BOOK AND WAGE SLIPS ETC :-

[i] The contractor shall maintain a Wage Book of each worker in such form as may be convenient, at the place of work, but the same shall include the following particulars: -

[a] Name of the Worker;

[b] Rate of Daily or Monthly wages.

[c] Nature of work on which employed.

[d] Total number of days worked during each wage period.

[e] Dates and periods for which worked overtime.

[f] Gross wages payable for the work during each wage period.

[g] All deductions made from the wages with an indication in each case, of the ground for which the deduction is made.

[h] Wages actually paid, for each wage period.

[i] Signature or thumb impression of the worker.

- [ii) The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- [iii) The Contractor shall issue an Employment Card in the prescribed Form at Appendix iii (a) to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be so endorsed by the contractor and returned to the worker.

[II] REGISTER OF UNPAID WAGES :-

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

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

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

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

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

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

REGISTER OF FINES ETC. :-

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

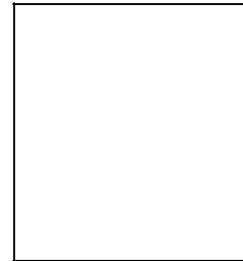
[V] PRESERVATION OF REGISTERS :-

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

Date _____

APPENDIX-XIV(a)

TEMPORARY CONTRACT LABOUR'S EMPLOYMENT CARD



[1] Name of the Labour/Worker

-

[2] Father's /Husband's Name

-

[3] Date of Birth

-

[4][i] Address (Local)

-

[ii] Permanent

-

[5] Name & Address of CWC Contractor

[6] Validity*

(* Period of the Contract)From _____ to _____

Signature of the Contractor/Authorized Representative

Date _____

FORM - I

APPENDIX - XIV(b)

REGISTER OF FINES										
S.N	NAME	Father's/ Husband's name	Sex	Depart ment	Nature &date oftheoffen ceforwhichf ineimposed	Whetherwo rkmenshowe dcausedagai nstfine ornot,if so,enterdat e	Rateof Wages	Date ofandamou ntoffine imposed	Date onwhic hfinere alized	Remarks

APPENDIX - XIV (c)

REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE

NEGLECT OR DEFAULT OF THE CONTRACT LABOURERS.

SL.NO.	NAME	Father's /Husband's name	Sex	Department	Damage of loss caused with date	Whether workers have caused against deduction, if so, enter date	Date and amount of deduction imposed	Number of installment, if any	Date on which total amount realized	Remarks

|

AGREEMENT

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

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

The Regional Manager, Central Warehousing Corporation, Regional Office,reserves the right to extend the period of contract for further period up to three months on the same rates, terms and conditions.

WITNESS WITNESS

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |

(.....) Contractor REGIONAL MANAGER CWC, RO,.....