



Central Railside Warehouse Company Limited

(A Govt. of India Enterprise)

**Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110016**

E-TENDER DOCUMENT

FOR APPOINTMENT OF

SERVICE PROVIDER

FOR

HANDLING RAIL/ROAD BORNE CARGO

AT

RAILSIDE WAREHOUSE COMPLEX

GANDHIDHAM- 370201

GUJARAT

04.10.2022

Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)
Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110016

TABLE OF CONTENTS

SECTIONS

| Section | Contents | Page No's |
|----------------|--|------------------|
| I | Notice Inviting e-Tender | 3 to 6 |
| II | Instruction to bidders | 7 to 10 |
| III | Introduction & Invitation to Bidders | 11 to 14 |
| IV | Eligibility Criteria, Documents to be submitted & Evaluation Criteria | 15 to 20 |
| V | General Terms & Conditions Governing the Contract | 21 to 32 |
| VI | Services to be provided by the Service Provider and Duties/ Responsibilities of Service Provider | 33 to 47 |

Appendices

| Appendix No. | Contents | Page No's |
|---------------------|---|------------------|
| I | GENERAL INFORMATION | 48 |
| II | CHECK-LIST | 49-50 |
| III | AGREEMENT | 51 |
| IV | PRICE BID | 52-55 |
| V | PROFORMA FOR CUSTODY AND INDEMNITY BOND | 56-57 |
| VI | TENDER SUBMISSION LETTER | 58-59 |
| VII | FORMAT FOR NON-BLACKLISTING CERTIFICATE | 60 |
| VIII | FORMAT FOR TURNOVER CERTIFICATE | 61 |
| IX | FORMAT OF BANK GUARANTEE BOND | 62-63 |
| X | PROFORMA FOR WORK EXPERIENCE CERTIFICATE | 64 |
| XI | FORMAT OF NET WORTH CERTIFICATE | 65 |
| XII | COMPLIANCE TO BID REQUIREMENT | 66 |
| XIII | POWER OF ATTORNEY | 67 |
| XIV | PRE CONTRACT INTEGRITY PACT | 68-73 |
| XV | BID SECURITY DECLARATION | 74 |
| XVI | UNDERTAKING FOR NON- CONFLICT OF INTEREST | 75-76 |

Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)
Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110016

SECTION-I

NOTICE INVITING e-TENDER

The Central Railside Warehouse Company Ltd. (CRWC) invites online Tenders under two bid system from professionally Competent and financially sound interested parties for appointment of Service Provider for handling of Cement, Food grains & Allied Products i.e. Salt, Fertilizer, and other commodities etc. of various depositors/users at its Railside Warehouse Complex (RWC) Gandhidham, Gujarat as per the details given below. **The period of contract is for Two (02) years from the date of award of the contract** or such later date as may be decided by the CRWC. The contract can be extended for a period of 3 months or till the new contract is finalized whichever is earlier at the same rates, terms and conditions at the discretion of CRWC.

The Service Provider shall execute the contract as per the directions and control of the Central Railside warehouse Company Ltd. (CRWC), New Delhi/ RWC, Gandhidham, Gujarat.

| | |
|--|---|
| Name of the RWC | Gandhidham, Gujarat |
| Estimated annual value of contract (Appx.) (in Rs.) | Rs. 7,60,00,000/- |
| Estimated value of contract (Appx.) (in Rs.) | Rs. 15,50,00,000/- |
| Rated Capacity of RWC (MT) | 9640 MT (Approx.) |
| Downloading date & time of Tender document | From 11:00 hrs. of 07.10.2022 Up to 23:59 hrs. of 31.10.2022 |
| Date & time of online submission of: a) Tender Cost Rs. 2,000/- b) Processing Fee of Rs.5,900/- c)EMD of Rs. 15,00,000/- | Up to 23:59 hrs. of 31.10.2022 |
| Last date & time of online submission of documents | 01.11.2022 up to 15:00 hrs. |
| Date & Time of Opening of Technical Bid | 01.11.2022 at 15:30 hrs. |
| Security Deposit | Rs. 46,50,000/- |
| EMD | Rs. 15,20,000/- |

* MSE's having valid registration certificate are exempted from payment of Tender Cost and EMD.

NB: No definite volume of work to be performed during the currency of the contract can be guaranteed by the Central Railside Warehouse Company Ltd. The Service Provider shall be in a position to provide adequate labour in the range of 200-250 with a norm of deployment of a gang of minimum 10 to 12 labourers per wagon for loading/unloading of the stocks at the RWC within permissible free time.

Note & other details: -

1. The above-mentioned Tender has been floated on following Portal: -
 - (i) EUNIWIZARDE - <http://crwc.euniwizarde.com>
2. Tender form embodying terms & conditions of the contract and other details can be viewed from website www.crwc.in, www.cewacor.nic.in, <http://www.tenderdetail.com> and <http://www.eprocure.gov.in>. The Tender can be downloaded from <https://crwc.euniwizarde.com> against payment of Tender cost.
3. The Bidder who wish to participate in the Tender may ensure that they fulfill the eligibility criteria as mentioned under **Section-IV** of the Tender document.
4. Bidders who wish to participate in the e-Tendering will have to procure valid digital certificate as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Govt, approved certifying agency i.e., Consultancy Services.
5. The digital signature certificate is normally issued within two working days. The interested Bidders are requested to apply for the same well in advance. In case validity of digital signature certificate has expired, the Bidders are advised to get it renewed immediately.
6. Bidders have to register with the website through the “New user registration” link provided on the home page of <https://crwc.euniwizarde.com/>. Bidder will create login ID and password on their own registration process.
7. Bidder shall submit their offer in electronic format only on the 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 CRWC will be out rightly rejected. Bidder will have to submit Tender cost and Processing fee through e-payment mode only on or before the above mentioned scheduled date and time.

The details of e-payment mode are available on <https://crwc.euniwizarde.com/>

8. Bidder must upload scanned copies of referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tampered/altered/manipulated during verification, then he/they himself/themselves would disqualify for future participation in the Tender of CRWC works for the next 05 (Five) years.
9. Bidder shall deposit **Rs.5,900/-** towards processing fee of Tender document (inclusive of GST) and **Rs.2,000/-** towards Tender cost and **Rs. 15,20,000/-** towards Earnest Money Deposit (EMD) through e-payment system. However, MSE's having valid registration certificate are exempted from payment of Tender cost & EMD.
10. The Tenders are to be submitted in two parts, part-I containing technical specifications and part-II containing financial offer i.e. technical bid and price bid through e-Tender process only.
11. Bidders who wish to participate in e-Tender need to fill data in pre-defined forms of technical bid, price bid and **Excel format only**.

12. Bidders should upload scanned copies of documents in support of their eligibility of the bid through General Documents provided in the website.
13. In case the cost of Tender form and processing fee is not actually credited in the accounts as specified above and confirmed on or before the date and time as specified in NIT, the Tender shall not be considered further irrespective of the Bidders claim that the same has been transferred to the aforesaid account but due to fault of the bank or otherwise it is not credited. Bidder will be allowed to submit bid only when the Tender form and processing fee is successfully received and the information flows from Bank to e-procurement system. It is advised that the payment should be made at least 2 days prior to due date and time of submission of Tender to avoid any complications in submitting online bid before the schedule last date and time of submission.
14. Any clarification regarding online participation, bidders can contact:-
- M/s ITI Limited (Govt. of India undertaking) F-29, Ground Floor, Dooravaninagar, Bengaluru- 560016
Telephone No. (91)(80) 25660522
- For local assistance you may call at the following helpline No.
- (a) Mr. Anshuman Thakur, Mobile No.: 9355030616
(b) Mr. Navneet Mishra, Mobile No.: 9560364871
15. After filling data in pre-defined forms, Bidders needs to click on final submission link to submit their encrypted bid.
16. MSEs registered with the prescribed agencies are exempted from payment cost of Tenders subject to provision mentioned in the Clause 16 of Section-II of the tender. 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 23.03.2012 or any other notification issued thereafter.
17. Conditional Tender and the Tender not accompanied by the cost of Tender form and Processing fee shall be summarily rejected.
18. The tenderer should have experience in cargo handling at the good sheds/ warehouses/ ports/ logistic hubs. The tenderer should have successfully completed at least one similar nature of works, stated above, of value of **Rs. 5,42,50,000** /-i.e., 35% of the estimated cost of the tender during preceding five years up to date of submission of tender.

Note: The Year for the purpose of experience will be taken as financial year (1st April to 31st March.)

The experience certificate (in the proforma prescribed at Appendix-X) shall be produced from customers under their signature and stamp stating proof of satisfactory completion/running contract(s) besides duly certifying nature, period of contract and value of work handled.

Remark: All certificate issued by concerned parties should contain at least above requisite information for considering experience as per terms of tender. In case of certificates issued by the private company / party it should be supported by TDS certificate.

19. The Tenderer should have achieved the minimum average turnover of **Rs. 4,65,00,000/-** during the three (03) preceding financial year. The average turnover of preceding three financial year should not be less than 30% of the estimated value of the contract.

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. 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.

20. Duly filled and Signed of **Appendix-II, IV-A, B, C, VI, VII, VIII, X, XI, XII, XIII & XV** along with all required documents and Appendices be uploaded in the <https://crwc.euniwizarde.com/> portal, duly prefixed with "INDEX" indicating page-wise list of documents, as submitted.

21. It will be the responsibility of the Bidder to ensure that all the documents to fulfill eligibility criteria as per NIT/ Tender conditions and Appendices have been properly uploaded in the <https://crwc.euniwizarde.com/> website well in advance on or before the last date & time for submission of the Tender as stipulated in the NIT. No documents in physical form will be accepted. Any information received without proper documents uploaded in the website to satisfy eligibility criteria shall not be entertained.

22. All the documents uploaded in the website to satisfy eligibility criteria should be serially page numbered in the sequence to the documents sought to fulfill eligibility criteria so that the same can be linked properly.

23. CRWC reserves the right to reject any or all the Tenders without assigning any reason and do not bind itself to accept the lowest or any Tender.

Sr. Manager (Commercial)

Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)
Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110016

INVITATION TO TENDER AND INSTRUCTIONS TO BIDDERS FOR APPOINTMENT OF H&T SERVICE PROVIDER AT THE RAILSIDE WAREHOUSING COMPLEX GANDHIDHAM, GUJARAT

SECTION-II

INSTRUCTION TO BIDDERS

1. Last date of downloading of Tender form up-to 23:59 hours of 31.10.2022.
2. Last date of furnishing of cost of Tender, EMD and processing fee through e-payment system/ mode as specified in the NIT up-to 23:59 hours of 31.10.2022. In case the Cost of Tender form, EMD and processing fee is not received up-to 23:59 hours of 31.10.2022, the tender shall not be considered. **However, MSE's having valid registration certificate are exempted from payment of cost of Tender and EMD.**
3. Last date of submission of online Tender up-to 15:00 hours of 01.11.2022.
4. The Technical Bid will be opened online at 15:30 hours on 01.11.2022 at CRWC, Corporate Office, New Delhi.
5. The "PRICE BID" of Bidders who qualify in the technical bid only will be opened at a later date and time as intimated individually. The Bidders should ensure that Price Bid is submitted separately, and the rates quoted are not accessible during the Technical Bid opening process. In case Price Bid is submitted along with Tech. Bid, **the same will be summarily rejected.**
6. If the date fixed for opening of Tenders is declared a holiday, the Tenders will be opened on the next working day following the holiday at the same time.
7. The Bidder shall execute the contract as per the directions and control of the Central Railside Warehouse Company Ltd. (CRWC), New Delhi /RWC, Gandhidham.
8. Tender form embodying terms & conditions of the contract and other details can be viewed from website www.crowc.in, www.cewacor.nic.in, <http://www.tenderdetail.com> and <http://www.eprocure.gov.in>. The Tender can be downloaded from <https://crowc.euniwizarde.com> against payment of Tender cost.
9. The Tender will remain open for acceptance for 90 days inclusive of date of Tender opening (Technical Bid).
10. Central Railside Warehouse Company Limited Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi, 110016 may at its sole discretion extend the validity of the Tender by a fortnight and such extension shall be binding on the Bidder. If required, the validity period shall be further extended as mutually agreed.

11. If the date up-to which Tender is open for acceptance happens to be a holiday, the Tender will be deemed to remain open for acceptance till the next working day.
12. If any Tender is withdrawn, modified or any change is made during the period of validity of the Tender before its acceptance, the EMD of such Bidders shall stand forfeited and the Tender will be summarily rejected.
13. The Bidder is required to furnish a self-certificate (**format enclosed at Appendix-VII**) certifying that they are not black listed by any Central/State Govt., PSU or local self-Govt. department/ autonomous body as on date of down loading Tender documents. The Bidder should also clearly disclose about the pendency of any Court Case in respect of his blacklisting and orders, if any, passed. The Bidders those who are blacklisted by any Central/State Govt., PSU or Local Govt. Department and Autonomous body during last Five years are liable to be summarily rejected. Any wrong declaration/concealment of facts shall also be resulted in disqualification of Tender.
14. The Bidder should furnish proof of fulfillment of eligibility criteria and self-attested copies of credentials should be uploaded along with format enclosed at **Appendix-II, VI, VII, VIII, X, XI, XII, XIII & XV**. The **Appendix-IV-A, B and C** should be uploaded at the time of submission of Price Bid. The **Appendix-III, V, IX & XIV** are required to be submitted by the successful Bidder after award of work.
15. Submission of false, dubious, forged or tampered documents by the Bidder shall lead to the disqualification of the Tender and action as deemed fit, shall be taken against such erring Bidder including forfeiture of EMD by the CRWC.

16. **BENEFITS TO MSMEs**

MSEs registered with the prescribed agencies are exempted from payment of EMD & cost of tender subject to provisions mentioned in the list down below. 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 23.03.2012 or any other notification issued thereafter.

Terms for Micro & Small Enterprises:

- a) Tender document shall be provided free of cost to Micro & Small enterprises (MSEs).
- b) MSEs registered with the agencies for the item/s tendered will be exempted from payment of cost of Tender Fee & Earnest Money Deposit (EMD).
- c) MSEs, who are interested in availing themselves of these benefits and preferential treatment, will upload 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 Centres
 - 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
- d) 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 upload an 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.
- e) The benefits as stated above to MSE shall be available only for goods / services produced & provided by MSEs for which they are registered with the specified bodies as per clause 16 (c).
- f) In case the MSE does not fulfill the criteria at Sr. No(c), (d) and (e) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012 and any other notification issued thereafter.
- g) As per Public Procurement Policy on MSE, considering that this is a non-divisible Tender, If an MSME is one of the Bidder and it's financial bid is found to be within the range of L1+ 15%, the option shall be given to MSME to match the original bid rates or negotiated rates, as the case may be, of the L1. If the MSME matches the rates, the TEC shall recommend award of contract to MSME. An MSME is one of the Bidder and it's financial bid is found to be within the range of L1+ 15%, the option shall be given to MSME to match the original bid rates or negotiated rates, as the case may be, of the L1. If the MSME matches the rates, the TEC shall recommend award of contract to MSME.

17. The Bidder must furnish full precise and accurate details in respect of information asked for in **Appendix-II** attached to the form of Tender.

18. Signing of Tenders:

i) Person or persons signing the Tender shall state the capacity in which he/ she or they is/are signing the Tender i.e. as a sole proprietor of a firm or as a secretary/manager/director etc. of a body corporate. In the case of partnership firm, the names of all the partners should be disclosed and the Tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract clause. The original or an attested copy of the partnership deed shall be furnished along with the Tender. In case of a Limited Company (a) the name of the directors shall be mentioned and (b) it shall be certified that the person signing the Tender is empowered to do so on behalf of the company. A copy of the Memorandum of Association and the Articles of association of the company shall be attached to the Tender. In the case of Hindu Undivided Family, the names of the family members should be disclosed and the Karta, who can bind the family, should sign the form and indicate his status below his signature.

ii) The person signing the Tender form or any documents forming part of the Tender, on behalf of another or on behalf of a firm shall be responsible to produce a proper **power of attorney in prescribed format at Appendix-XIII** duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said power of attorney, his tender shall be liable to be rejected without prejudice to any other rights of the CRWC under the law. "The power of attorney" should be signed by all the partners in the case of partnership concern, by the proprietor in case of propriety concern and by the person who by his signature can bind the company in the case of a limited company or a co-operative society. In the case of Hindu Undivided Family, the

power of attorney should be signed by the Karta who by his signature can bind the Hindu Undivided Family.

19. Bidders are required to quote rates for all items of works described in the **Appendix-IV-A, IV-B and IV-C**

20. In case, the rates are not quoted for all items of works, such Tenders shall be liable to be rejected. If there is variation between the rates quoted in words and in figures, only the lower of the two rates quoted either in figures or in words shall be construed as correct and valid. Incomplete and conditional Tenders are liable to be rejected.

21. Bidder shall submit their offer in electronic format on the mentioned website <https://crwc.euniwizarde.com> 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 CRWC will be out rightly rejected. Bidder will have to submit Tender cost & processing fee & EMD through e-payment mode, the details of which are available on website <https://crwc.euniwizarde.com>.

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

23. The CRWC reserves the right to ignore the Tender of a Bidder who is in the same line of business, i.e. competing with the CRWC.

Sr. Manager (Commercial)

Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)
Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110016

Section-III
INTRODUCTION & INVITATION TO BIDDERS

From:

The Sr. Manager (Commercial)
Central Railside Warehouse Company Limited
New Delhi

To:

Bidder(s) whom so ever is intending to participate.

Dear Sir/s,

For and on behalf of Central Railside Warehouse Company Ltd., (hereinafter called the CRWC), Sr. Manager (Commercial), CRWC, New Delhi invites online Tender for appointment of Service Provider under two bid system for handling of Cement, Food grains & Allied Products i.e. Salt, Fertilizer and other notified commodities etc received at Railside Warehousing Complex Gandhidham, Gujarat as detailed in the terms and conditions of the Tender document. The period of contract is for **Two (02) years** from the date of award of the contract or such later date as may be decided by the CRWC. The contract can be extended for a period of 3 months or till the new contract is finalized whichever is earlier at the same rates, term and conditions at the discretion of CRWC.

GENERAL INFORMATION:

1. PLACE OF OPERATION:

The Place of operation of the contract shall be the Railside Warehousing Complex of Central Railside Warehousing Company Ltd, Gandhidham, Gujarat as well as the entire goods sheds at Gandhidham.

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

2. BRIEF DESCRIPTION OF THE WORK:

Unloading / loading of Food grains, Fertilizers, Cement, Salt, Sugar etc. or any other notified commodities from/into railway wagons/trucks etc., stacking them inside the RWC godowns/ Platform/Ground, bagging/ rebagging, weighment, standardization, cleaning, salvaging of the stocks. The Service Provider shall also be required to keep Rail Side Warehouse Complex and its

operational area/premises neat and clean at all times for which no extra remuneration would be payable.

(i) The Bidders in their own interest must get themselves fully acquainted with the area of operations and nature of work involved before submission of Tenders.

(ii) The Service Provider shall not be entitled to any compensation arising out of any discrepancy in the nature of work involved or on the ground that the workers employed by him are demanding higher rates of wages, if load involved in certain operation is more or the bags to be handled are heavier or any other reasons whatsoever.

3. VOLUME OF WORK:

(i) The approx. capacity of the **RWC Gandhidham** is **9640 MT**. However, no definite volume of work to be performed can be guaranteed during the currency of the contract. The volume of the traffic is likely to fluctuate (increase or decrease) and the Service Provider shall have no claim for compensation arising directly or indirectly out of such fluctuations in the volume of such work to be handled during the currency of contract.

a. No assurance is given about any item of work to be performed by the Service Provider at any time during the currency of the contract. It should be clearly understood that no guarantee is given that all items of work as shown in the schedule of operations will be required to be performed by the Service Provider. The mere mention of any item of work in the contract does not by itself confer a right on the Service Provider to deem or demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.

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

c. The contract which may eventuate from this Tender shall be governed by the terms of the contract as contained in the invitation/instructions to the Bidders as given in the Appendix and Appendices forming part of this Tender and these documents will be sole repository of the terms and conditions of the contract.

(ii) ANNUAL VALUE:

Annual value of the contract has been derived based on internal assessment, but should not be a basis for claim or dispute on the part of the Bidder.

(iii) PERIOD OF CONTRACT:

The period of contract is for **Two (02) years** from the date of award of the contract or such later date as may be decided by the CRWC. The contract **can be extended for a period of 3 months** or till the new contract is finalized whichever is earlier at the same rates, term and conditions at the discretion of CRWC.

(iv) EARNEST MONEY DEPOSIT (EMD):

Each Tender must be accompanied by an **EMD of Rs. 15,20,000/- (Rs. Fifteen Lakh Twenty Thousand Only)** paid through e-payment mode only. Tenders not accompanied by Earnest Money shall summarily be rejected. However, MSE's having valid registration certificate are exempted from payment of EMD.

Details of e-payment mode are available on <https://crwc.euniwizarde.com/>. Further, MSE's having valid registration certificate is exempted from the payment of Earnest Money Deposit.

EMD shall be forfeited, if the Bidder after submitting his Tender resiles from or modifies his offerand/or the terms and conditions thereof, in any manner before its acceptance. The EMD would be forfeited in the event of the Bidder's failure to furnish the requisite Security Deposit and sign the agreement by the due date without prejudice to any other rights and remedies of the CRWC under the contract and law.

The EMD in respect of those Bidders who are not found qualified on the basis of "Technical Bids" shall be returned without opening of their price bid. The EMD will be returned to all unsuccessful Bidders immediately after the decision on Tenders for award of contract to successful Bidder is taken. No interest shall be payable on the amount of EMD in any case. The successful Bidder, within the prescribed period will execute an agreement with the Authorities of CRWC in the form annexed at Appendix-III. The Bidder will bring two witnesses from his side at the time of signing the agreement who will sign the agreement at the appropriate column before the authorized signatory of CRWC. In the event of failure of successful Bidder to execute the agreement and/or to deposit the Security Deposit amount within the prescribed period, the Earnest Money shall be forfeited.

(v) SECURITY DEPOSIT:

i. The successful Bidder shall furnish, within a fortnight from the date of award of work by CRWC, Security Deposit of **Rs. 46,50,000/- (Rupees forty six lakh and fifty thousand only)** failing which the work order shall be liable to be cancelled at his/their risk and cost and also subject to such other remedies as may be available to the Company under the terms of the contract. Besides the CRWC may suspend/ban the trade relations with him/them or debar to participate in all future Tender enquiries with CRWC based on the merit of each case upto a period of five years without prejudice to any other rights and remedies of the CRWC under the contract and law. The decision of the Managing Director in this matter shall be final and binding to the Bidder. The CRWC may at its discretion, however, on a specific request by the successful Bidder, extend the time to the Bidder to furnish the Security Deposit and execute the Agreement, which in any case shall not exceed more than 30 days in all, including the original 15 days period. In special circumstances, however, this time may further be extended at the sole discretion of CRWC and which shall not be a matter of right to the bidder. The extension of time to furnish Security Deposit is subject to condition that the Bidder has to pay interest @ 12%/month on Security Deposit amount for the delayed period. The Service Provider at his option may deposit 50% of the prescribed security at the time of award of contract and the balance 50% may be paid by deductions from his/their admitted bills @ 10% or more.

ii. The Security Deposit shall be in favour of Central Railside Warehouse Company Ltd., New Delhi in the form of Demand Draft (issued by any scheduled/ nationalized bank and payable at New Delhi)/RTGS/NEFT/Bank Guarantee (**as per Appendix-IX**). The EMD of the successful Bidder shall be adjusted against the Security Deposit, the moment contract is awarded to the successful Bidder.

- iii. It is also made clear that no interest is payable on the amount of Security Deposit and any other amount withheld or lying with CRWC in any form under the contract.
- iv. If the successful Bidder had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this contract and a fresh Security Deposit will be required to be furnished.
- v. In the event of Security Deposit found insufficient or if the same has been wholly forfeited, the balance of total sum recoverable, as the case may be, shall be deducted from any sums due or which at any time thereafter may become due to the Service Provider under this contract or any other contract in operation with CRWC. Should that sum also be not sufficient over the full amount recoverable, the Service Provider shall remit to the CRWC on demand the remaining balance due.
- vi. Whenever, the Security Deposit falls short of any specific amount, the Service Provider shall make good the deficit so that the total amount of Security Deposit shall not at any time be less than the specified amount.
- vii. The Security Deposit shall be refunded to the service provider only after due and satisfactory performance of the services and on completion of all obligation by the service provider under the terms of the contract and on submission of a "No Demand Certificate" from him/them as well as from Terminal Manager, RWC Gandhidham subject to such deductions from the security as may be necessary for making up of the CRWC's claims against the service provider.
- viii. Minimum liability period shall be for a period of one (01) year from the date of completion of contract (including the extension period), only after which the process of refund of Security Deposit would start.

Sr. Manager (Commercial)

Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)
Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110016

Section-IV

Eligibility Criteria, Documents to be submitted & Evaluation Criteria :

1. Eligibility Criteria:

All Public/Private Co's/Firms/Proprietary concerns/Co-op Societies/HUF fulfilling the following criteria are eligible to apply.

- a. Tender Fee of **Rs.2,000/-** ,Processing Fee of **Rs.5,900/-**and Earnest Money Deposit of **Rs.15,20,000/-**in the prescribed manner through e-payment system/Mode only within the date and time specified in NIT. However, MSE's having valid registration certificate are exempted from payment of Tender cost & EMD.
- b. **Work Experience:** -The Tenderer should have experience in cargo handling at the god sheds / warehouses / port / logistic hubs. The Tenderer should have successfully completed at least one similar nature of works, stated above, of value of **Rs.5,42,50,000/-** i.e. 35% of the estimated cost of the tender during preceding five years up to date of submission of tender.

Note: The Year for the purpose of experience will be taken as financial year (1st April to 31st March.)

The experience certificate (in the proforma prescribed at Appendix-X and as enclosed) shall be produced from customers under their signature and stamp stating proof of satisfactory completion/running contract(s) besides duly certifying nature, period of contract and value of work handled.

Remark: All certificate issued by concerned parties should contain at least above requisite information for considering experience as per terms of tender. In case of certificates issued by the private company / party it should be supported by TDS certificate.

- c. **Financial Turn over:** The Tenderer should have achieved the minimum average turnover of **Rs.4,65,00,000/-** during the Three (03) preceding financial years. The average turnover of preceding three financial years should not be less than 30% of the estimated value of the contract.

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. In case Balance Sheets and statement of Profit & Loss A/c for the immediate preceding financial years have not been prepared/ audited, the accounts for the year previous to the preceding three financial year can be uploaded. Where the tenderer is not under statutory obligation to get his Accounts audited he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years.

- d. The tenderer should have positive net worth as on 31.03.2022.
- e. The bidder should not have violated deposition of EPF/ESI contribution as per EPF and ESIC laws and issue of ESI cards in respect of staff/ labours deployed under contracts with various organizations in preceding three years.
- f. The Bidders shall submit an affidavit on stamp paper as per Appendix - XVI for having no conflict of interest with the business and activities of CRWC.

2. Documents to be submitted with Technical Bid :

The bidders are required to submit following mandatory documents in order to qualify them technically:

- i) Duly filled **Appendix-II (Checklist), VI (Tender submission letter), XII (Compliance to Bid requirement) & XV (Bid Security document).**

ii) Work Experience: -The Tenderer should have experience in cargo handling at the good sheds / warehouses / port / logistic hubs. The Tenderer should have successfully completed at least one similar nature of works, stated above, of value of **Rs.5,42,50,000/-i.e. 35%** of the estimated cost of the tender during preceding five years up to date of submission of tender.

Note: The Year for the purpose of experience will be taken as financial year (1st April to 31st March.)

The experience certificate (in the proforma prescribed at Appendix-X and as enclosed) shall be produced from customers under their signature and stamp stating proof of satisfactory completion/running contract(s) besides duly certifying nature, period of contract and value of work handled.

Remark: All certificates issued by concerned parties should contain at least above requisite information for considering experience as per terms of tender. In case of certificates issued by the private company / party it should be supported by TDS certificate.

iii) **Financial Turn over:** The Tenderer should have achieved the minimum average turnover of **Rs. 4,65,00,000/-**during the three (03) preceding financial years. The average turnover of preceding Three financial years should not be less than 30% of the estimated value of the contract.

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. In case Balance Sheet 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.

Where the tenderer is not under statutory obligation to get his Accounts audited he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years. The audited balance sheet and profit & loss accounts are must in case of co-operative society & Ltd./Pvt.Ltd. companies.

iv) **A Certificate for positive net worth as on 31.03.2022 is to be submitted by the bidders (Appendix-XI). The certificate should be issued and duly certified by a Chartered Accountant.**

v) PF Registration certificate, ESI Registration certificate & Labour License. The bidder, who does not have these certificates, are required to submit a declaration that they will furnish these documents within a month from the date of joining the work.

An affidavit should be submitted on a non – judicial stamp paper of appropriate value duly notarized declaring that there has been no violation in depositing EPF and ESI contribution as per EPF and ESI clause and issue of ESI cards in respect of staff / labours deployed under contracts with various organizations in preceding three years.

vi) Constitution of the firm(if the Bidder is not a sole proprietary concern) for partnership firm-a partnership deed, for a registered company-its Memorandum of Association and Articles of Association and for sole proprietary concern a self-declaration should be submitted. Registered Labour Coop. Societies should furnish the proof of Registration with Registrar of Coop. Societies or Taluka Coop. officer along with bye laws, proof of area of operation and a resolution passed by the Society to participate in the Tender enquiry.

vii) Power of attorney (**As per Appendix-XIII**) duly executed in favour of signatory, authorizing him to sign the Tender documents, in case the Bidder is not a sole proprietary concern. In case of Pvt. Ltd. Company Resolution from the Board of Directors of the company authorizing the signatory to sign the Tender, be enclosed.

viii) In case the Proprietor/Partner/Director of the Firm/Company participating in the Tender enquiry is/are common Proprietor/Partner/ Director of any other Firm/Company who have also submitted the Tender against the same advertisement, the said Proprietor/Partner/ Director has to furnish a self-certificate declaring that he is the Proprietor/Partner/Director of another Company (name of the Firm/ Company) participated in the Tender enquiry.

ix) A self-certificate **as per Appendix-VII** should be furnished certifying that the sole proprietor firm/partnership firm/corporate entity/Co-Op Society are not blacklisted in any central/state Govt.PSU etc. as on date of submission of Tender. The Bidder should also clearly disclose about the pendency of any court case in respect of his blacklisting and orders, if any, passed. The Bidders who are blacklisted by any Central / State Government PSU or local government department and autonomous body during last five years are liable to be summarily rejected. Any wrong declaration / concealment shall also result in disqualification of Tender and their EMD will be forfeited.

x) A certified copy of PAN Card.

xi) A certified copy of PAN based GST Registration.

xii) Bidders are required to furnish Income Tax Return filed by them during preceding three Financial Years. In case ITR for immediate preceding financial year is yet not filed, the ITR for the financial years previous to preceding three financial years can be uploaded.

xiii) Latest Documentary proof regarding filing of Goods and Service Tax return with the appropriate authority be submitted.

xiv) MSE's having registration certificate, valid as on date of submission of Bid is exempted from payment of Tender cost& EMD. Bidders submitting tender under MSE category should clearly understand the criteria for considering them as MSEs as mentioned in Para 16 of Section-II so as to satisfy themselves before submitting their bid that they are having certificate of registration. Bidders submitting tender under MSE's category shall submit certificate of registration under MSE's category from Authorities as listed at para-16 of Section-II and the

tender without such valid certificate of registration shall be considered under general category provided cost of tender, processing fees & EMD is found submitted.

3. Preliminary scrutiny of bids

Bidders are required to upload signed and scanned copies of the above documents along with Technical Bid in support of their eligibility within the date & time specified in NIT.

The CRWC 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:

- [a) 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);
- [b) The bid is not legible;
- [c) Required EMD & cost of tender has not been received;
- [d) The bid validity period mentioned by the bidder in the bid document is for a shorter
- [e) period than the period required and stipulated in the bid document.
- [f) The bidder has not quoted for all the items, as specified in Financial Bid (At Price Bid Stage).
- [g) The bidder has not agreed to the essential conditions i.e. scope of supply/services, 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.

3.1 Further evaluation of Stage: I- Technical Bid

- (a) CRWC 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 CRWC, if necessary may ask the Bidder for any specific information/ clarification relating to qualifying document/condition or can seek missing document(s). The required clarification and missing documents must be uploaded within specified time subject to maximum of 07 days on the same portal as per the procedure prescribed below i.e. in clause 3.2.

“With respect to qualifying criteria, if any information/document is not submitted or partly submitted or wrong document is submitted or the document submitted does not explain fully the tender requirements, same can be sought by the CRWC from the Bidder.”

The missing documents to be submitted should not be of a date later than the date of submission of original bid, however Turnover Certificate as per Appendix-VIII, Work Experience as per Appendix-X and Net Worth Certificate as per Appendix-XI can be of a date after the date of submission of original bid. The missing documents sought is allowed to be submitted only by uploading on the tender website through which same has been asked.

(c) CRWC well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.

(d) The Bidder has the option to respond or not to respond to these queries.

(e) The request for clarification and missing document(s) by the CRWC and the response of the bidder shall be in writing and no change in substance of the tender shall be sought, offered or permitted.

(f) If the Bidder fails to respond, within the stipulated time period or the clarification(s) and missing document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.

(g) All the responses to the clarifications and missing documents will be part of the Proposal of the respective Bidder and if the clarifications and missing documents 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.

3.2 Procedure to be followed for obtaining missing documents and specific clarification:

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

Bidder is advised not to upload the entire Tender document. Bidder shall sign and stamp each page of the Tender document as token of acceptance and as a part of contract in the event of award of the contract to him.

4. Submission of Price Bid :

The Bidder shall quote rates in figures as well as words of each item as per the schedule given in the Tender at **Appendix IV-A, IV-B & IV-C** and submit the same through e-Tender process only.

In case, the rates are not quoted for all items of works, such Tenders shall be liable to be rejected. If there is variation between the rates quoted in words and in figures, only the lower of the two rates quoted either in figures or in words shall be construed as correct and valid. Incomplete and conditional Tenders are liable to be rejected.

Bidder should not quote such individual items rate due to which the total quoted value exceeds the estimated advertised tender value, failing which the bid is liable to be summarily rejected.

5. Opening of Tenders :

- i. The Technical Bid shall be opened on the date and time specified online. If the date for opening of Tenders happens to be a holiday, the Tenders will be opened on next working day following the holiday.
- ii. The Price Bid(s) of the technically qualified Bidders will be opened on a later date which will be informed to them individually.

6. Evaluation of Price Bid to find lowest Bidder (L1):

L-1 will be decided on the basis of lowest rate arrived at after assigning weightage on the basis of actual work done under each and every item of SOR of Appendix IV-A, IV-B & IV – C during last 24 months. The items against which no work has been done during last 24 months, weightage of 1 No. has been assigned for the purpose of evaluation.

In case there is more than one Bidder quoting the same rates, due consideration shall be given to turnover value of financial years as submitted under eligibility criteria for the purpose of selection of L1. In such cases, Tender shall be awarded to the Bidder having higher average turnover value of three (03) financial years out of preceding five (05) financial years as per prescribed format enclosed at Appendix-VIII.

As per Public Procurement Policy on MSE, considering that this is a non-divisible Tender, If an MSME is one of the Bidder and it's financial bid is found to be within the range of L1+ 15%, the option shall be given to MSME to match the original bid rates or negotiated rates, as the case may be, of the L1. If the MSME matches the rates, the TEC shall recommend award of contract to MSME.

7. Acceptance of Tender:

The Competent Authority, CRWC, New Delhi for and on behalf of CRWC reserve the right to reject any or all the Tenders without assigning any reasons thereof and does not bind himself to accept the lowest or any other Tender. When a Tender is accepted, the successful Bidder shall be intimated about the award of the contract by a letter / E-mail, as formal 'Acceptance of Tender'. The successful Bidder shall execute the agreement and take up the work of the Service Provider within the period prescribed in the Award Letter.

The Company/CRWC reserves the right to invite the lowest Bidder for negotiation/clarification by the Sr. Manager (Commercial), CRWC, New Delhi at his own expense.

The CRWC reserves the right to award the work for all items of schedule of operation or anyone /few of them by dropping rest of items of schedule of operation for which rates are called for herein. The decision of the CRWC, New Delhi shall be final and binding on the Bidder.

Sr. Manager (Commercial)

Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)
Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110016

Section-V

General Terms & Conditions Governing the Contract:

1. Definition:

I. The term **Contract** shall mean and include the invitation to Tender, incorporating also the instructions to Bidders, the Tender, its Appendices and schedules, acceptance of Tender and such general and special terms as may be added to it.

II. The term **Service Provider** shall mean and include the person or persons, firm or company or a body corporate 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 Contract Rates shall mean the rates of payment accepted by the CRWC.

IV. The term **Company or the Central Railside Warehouse Company Limited (CRWC)** wherever occurs shall mean Central Railside Warehouse Company Limited established under the Companies Act, 1956 and shall include its administrators, successors and assigns. It shall also be called CRWC.

V. RWC is to function as part of railway goods-shed. The term **RWC** would mean and include Railside Warehousing Complex developed alongside the railway track at RWC, Gandhidham, Gujarat and the entire Railway Goodshed at Gandhidham, Gujarat. Any other area which may be added later to the said Complex shall also be part of the RWC.

VI. The **Managing Director** shall mean the Managing Director, CRWC New Delhi.

VII. The **General Manager** shall mean the General Manager, CRWC, New Delhi or any other officer discharging duty in his place.

VIII. The **Additional General Manager** shall mean the Additional General Manager, CRWC, New Delhi or any other officer discharging his duty.

IX. The **Deputy General Manager** shall mean the Deputy General Manager, CRWC, New Delhi or any other officer discharging his duty.

X. The **Terminal Manager**, RWC shall mean the Manager in-charge of the Railside Warehousing Complex, CRWC, and RWC Gandhidham, Gujarat or any other officer acting on his behalf.

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

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

XIII. The term **bags** include cartons / packages / other packaging's etc.

2. Object of the Contract:

The Service Provider shall render all or any of the services given in Section-VI of the Tender and schedule of operations as and when necessary and as directed from time to time by the Terminal Manager, RWC, Gandhidham, Gujarat together with such additional ancillary and incidental duties, services and operations as may be intimated by the Terminal Manager, RWC, Gandhidham, Gujarat and are not inconsistent with these terms and conditions.

3. Parties to Contract:

I. The parties to the Contract are the Service Provider and CRWC, New Delhi and/or any other person authorized and acting on their behalf.

II. The person signing the Tender or any other documents forming part of the Tender on behalf of any person or a firm shall be deemed to warrant that his authority is to bind such other person or the firm as the case may be, in such matters pertaining to the contract including the arbitration clause. If on enquiry, it is found that concern has no such authority, the CRWC may without prejudice to other civil and criminal remedies terminate the contract and hold the Service Provider liable for all costs and damages.

III. In case the Proprietor/Partner/Director of the Firm/Company participating in the Tender enquiry is/are common Proprietor/Partner/Director of any other Firm/Company who have also submitted the Tender against the same advertisement, the said Proprietor/Partner/Director has to furnish a self-certificate declaring that he is the Proprietor/Partner/Director of another Company (name of the Firm/Company) participated in the Tender enquiry.

IV. Communications or any other action to be taken on behalf of CRWC will be given/ taken by the Terminal Manager, RWC, Gandhidham, Gujarat.

4. Constitution of Service Provider:

I. Service Provider 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 body corporate incorporated in India or labour cooperative society incorporated in India or Hindu Undivided Family. The composition of the partnership, names of directors of companies and names of the Karta of Hindu Undivided Family shall also be indicated. Similarly, in case of Labour Cooperative Society, the name of the Secretary, by laws and area of operation should be indicated. The Service Provider shall also nominate a person(s) in whose hands the management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the Service Provider in respect of the contract and whose act shall be binding on the Service Provider.

II. The Service Provider shall not, during the currency of the contract, make without the prior approval of the CRWC, any changes in the constitution of the firm, the Service Provider shall notify to the CRWC, the death/resignation of the partners/Directors immediately on the occurrence of

such an event. In the absence of receipt of such notice/approval, the CRWC shall have the right to terminate the contract as soon as it comes to know of it.

5. Subletting:

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

6. Relationship with Third Parties:

All transactions between the Service Provider and Third Parties, who are in no way connected with CRWC as the clearance of rakes / wagons / goods / packages from the RWC, Gandhidham, Gujarat shall be carried out as between two principals. The Service Provider shall also undertake to make third parties fully aware of the position aforesaid.

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

- I. All labour and/or personnel employed by the Service Provider shall be engaged by them as their own employees/workmen in all respects implied or expressed.
- II. The responsibility to comply with the provisions of the various labour laws of the country such as Factory Act, 1948, Payment of Wages Act of 1936, Workmen's Compensation Act, 1923, Employee's Provident Fund Act, 1952, Maternity Benefit Act, 1961, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976 or any other Act, as amended from time to time, to the extent they are applicable to their establishment/workmen, will be solely that of the Service Provider. The CRWC in the capacity of principal employer will have every right to demand that the wages shall be disbursed to the workmen/employees of the Service Provider in the presence of its representative.
- III. The CRWC shall be fully indemnified by the Service Provider against all the payments, claims and liabilities, whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of the above said Acts or similar other enactments of the country as they are applicable at present or modified from time to time, to the extent they are applicable to the establishment/work in the CRWC.
- IV. The CRWC, shall have the right to deduct from bills any money due to the Service Provider, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or of deduction made from his or their wages, which are not authorized or justified by the terms of the contract or non observance of the Act, Rules, Regulations and or by way of fulfillment of any obligation on the part of the Service Provider for strict observance of the provisions of the aforesaid laws.
- V. The Terminal Manager, RWC, Gandhidham, Gujarat shall allow the Service Provider, his agents, representatives or employees to enter the RWC premises for the sole purpose of rendering the said services for CRWC. The Service Provider shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment's and property by his agents, representatives or employees while rendering the said services. However, it is clarified that the employees of Service

Provider shall be deployed in the operational areas only. The Service Provider's employees without assigned job shall, under no circumstances, enter the RWC area/premises.

- VI. The Service Provider shall, at his cost, provide his employees uniforms and identity cards as per instruction of the Terminal Manager. The laminated identity card with photographs should be signed by the Service Provider.
- VII. The Service Provider shall not employ any person or labour below the age of 18 years in violation of Child Labour (Prohibition & Regulation) Act 1986. The Service Provider shall indemnify the CRWC from and against all claims and penalties, which may be suffered by CRWC for any person employed by him by reason of any default on the part of the Service Provider to observe and / or in the performance of provisions of the Employment of Children Act XXVI of 1938 or any re-enactment or modification of the same.
- VIII. Under Rule 30 (i) of the Workmen's Compensation Rules, 1924 action will have to be taken by CRWC as principal employer on receipt of the notice of application for compensation on behalf of workmen or his legal heirs to inform the Labour Commissioner that the CRWC intends to claim indemnification from the Service Provider and get a notice of the claim served on him at once. Thereafter, it is for the Commissioner under Rule 39 (v) or any other rule if he awards any compensation to record the findings that the Service Provider is or is not liable to indemnify the principal. Once such finding is obtained by CRWC in its favour, the provisions of the contract, in the aforesaid revised clause VII (a) can be invoked by CRWC to adjust/set off such amount against any amounts due to the Service Provider by the CRWC on any other account. It needs no mention that such adjustments can be done only after determination by the Labour Commissioner of the liability of the Service Provider to indemnify the CRWC. Once the Labour Commissioner has passed this order under Section 12 (2) determining the liability of the Service Provider and the CRWC's entitlement to be indemnified by the Service Provider in respect of compensation, the CRWC can set off and adjust any amount of the Service Provider lying in its hands. If, however, no amount is available for such adjustments, the CRWC shall invoke the provisions of Section 31 of the Act and approach the Labour Commissioner to recover the amount due to CRWC from the Service Provider. There will be no need to file a separate civil suit against the Service Provider for such recovery.
- IX. The Service Provider shall be liable for making contributions in accordance with the provisions of the Employee's Provident Fund Act, 1952 and the scheme framed there under in respect of the labour employed by him. The Service Provider shall submit by the 5th and 20th of every month to the Terminal Manager, RWC, a statement showing the following in respect of the 2nd half of preceding month and the 1st half of the current month respectively.
 - a) The number of labours employed by him.
 - b) Their working hours
 - c) The wages paid to them.
 - d) The accidents, that occurred in the said fortnight showing the circumstances under which they occurred and the extent of damage and injury caused by them and
 - e) The number of female workers who have been allowed maternity benefit and the amount paid to them.
- X. In every case, in which by virtue of the provisions of sub-section 9(1) of section 12 of the Workmen's Compensation Act, 1923, the CRWC is obliged to pay compensation to a workmen

employed by the Service Provider in execution of the contract, the CRWC shall recover from the Service Provider, the amount of the compensation so paid and without prejudice to the rights of the CRWC under sub-section (2) of section 12 of the said Act. The CRWC shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the CRWC to the Service Provider whether under this contract or otherwise.

- XI. In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act and the Contract Labour (Regulation and Abolition) Rules, the CRWC is obliged to pay any amount of wages to a workman employed by the Service Provider in execution of a contract, or to incur any expenditure in providing welfare and/or health amenities required to be provided under the above said act and rules or under rules framed by the Government from time to time for the protection of health and sanitary arrangement for workers employed by CRWC's Service Provider, in case of failure of service provider, the CRWC shall recover from the Service Provider the amount of expenditure so incurred without prejudice to the rights of the CRWC under sub-section (2) of section 20 and sub-section (4) of section 21 of the Contract Labour (Regulation and Abolition) Act. The CRWC shall also be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the CRWC to the Service Provider whether under this agreement or otherwise.
- XII. The CRWC shall not be bound to accept any claims against it under Contract Labour (Regulation and Abolition) Act or Workmen's Compensation Act or any other similar Act in respect of Contract Labour.
- XIII. The Service Provider shall obtain a valid license under the Contract Labour (R&A Act), 1970 and the Contract Labour (R&A) Rules within the prescribed period and shall continue to have a valid license until the completion of the contract.
- XIV. The Service Provider shall pay to the laborers employed by him, either directly or through sub-service providers, wages not less than the fair wages, if any, or the "Minimum rates of wages" if any, notified by the Government of the State in which the work is carried out or as per the provisions of the Contract Labour (R&A) Act and the Contract Labour (R&A) Rules, wherever applicable. Besides, the Service Provider shall also be responsible to provide all basic facilities as envisaged under section 16 to 19 of the Contract Labour (R&A) Act, 1970.
- XV. In complying with the said enactment or any statutory modifications thereof, the Service Provider shall also comply with or cause to be complied with the Labour Regulation/ Enactment made by the State Government/Central Government from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deduction unauthorizedly made, maintenance of wage book or wage slip, publication of the scale of wages and other terms of employment, inspection and submission of periodicals, returns and all other matters of like Act, whether the said legislation/enactment or any statutory modification thereof, are applicable or not.

(vi) Payment of wages to workers:

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

(vii) Weekly off:

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

(viii) Training :

The Service Provider shall be responsible to impart training on loading/unloading/handling of stocks for development of their skill and improving the efficiency level from time to time. The Service Provider shall extend full support in mechanization of handling operation as and when it is required to be introduced/ implemented at RWC.

(ix) Liability of Service Provider for losses etc., suffered by CRWC:

- I. The Service Provider shall be liable for all causes, damages, demurrages, wharfages, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the CRWC due to the Service Provider's negligence and unworkman like performance of any Service under this contract or breach of any terms thereof on their failure to carry out the work with a view to avoiding incurrence of demurrage etc., and for all damages or losses occasioned to the CRWC or in a particular to any property or plants belonging to the CRWC due to any act whether negligence or otherwise of the Service Provider themselves or their employees. The decision of the CRWC, New Delhi regarding such failure of the Service Provider and their liability for the losses etc., suffered by CRWC shall be final and binding on the Service Provider. However, the Service Provider shall not be liable for the damages to the stock on non RWC siding (Railway siding other than those where Railside Warehouse Complex godown are constructed) caused due to inclement weather. The Service Provider though is not responsible for the damage yet all the necessary steps shall be taken to protect the stocks from damage.
- II. The CRWC shall be at liberty to reimburse themselves of any damages, losses, and charges caused or expenses suffered or incurred by them due to Service Provider negligence and un-workmanlike performance of services under the contract for breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the Service Provider under this or any other contract with the CRWC. In the event of the sum which may be due to the CRWC as aforesaid being insufficient the balance of the total sum claimed and recoverable from the Service Provider as aforesaid shall be deducted from the Security Deposit furnished or amount due/lying payable under any other contract by the Service Provider. Should this sum also being not sufficient to cover the full amount claimed by the CRWC, the Service Provider shall pay to the CRWC on demand, the remaining balance of the aforesaid sum claimed.
- III. In the event of default on the part of the Service Provider in providing labour, weighing scales, weights etc. and on their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the CRWC or any officer acting on its behalf, the CRWC without prejudice to other rights and remedies, reserves the right to recover by way of compensation from the Service Provider a sum of **Rs. 2,000/- (Rupees Two Thousand Only) per day or the liquidated damages/losses suffered by the CRWC whichever is more** which shall be in addition to his any other liability mentioned elsewhere in the Tender. The CRWC in its absolute discretion may determine loss/ damage and the decision of the CRWC on the question whether the Service Provider has committed such default or has failed to perform any of such services efficiently and is liable to pay compensation and as to the quantum of such compensation shall be final and binding on the Service Provider.

- IV. Service Provider shall be responsible for the safety of the stocks from the time they are unloaded from rail wagons and/or loaded on to the trucks from Railway Station siding/godowns and vice versa and until having been unloaded from their trucks at godowns in case of shifting. They shall provide tarpaulins on decks of the trucks used for shifting of stock so as to avoid loss of stocks etc. through the holes/crevices in the decks of the trucks. They shall deliver the number of bags and the weight of food grains, fertilizers, cement, Salt, Sugar and any other notified commodities etc. received by them and loaded on their trucks and shall be liable to make good the value of any loss, shortage or damage during their custody. The CRWC will be sole judge for determining, after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards, the liability of the Service Provider for such loss and amount will be recovered from them. The decision of the CRWC in this regard shall be final and binding on the Service Provider. **The service provider shall execute a custody and indemnity bond in the format given at appendix V.**
- V. The service provider shall indemnify the CRWC against any loss, damage, destruction or deterioration of the goods or delay in loading/unloading on placement of wagons/rakes due to any negligence/default on their part or on the part of their employees / laborers or due to non-availability of adequate safety aids with the laborers or due to pilferage of goods by their employees/laborers also by the carelessness, neglect, misconduct of their employees/laborers in their employment and any liability for payment of compensation by the CRWC to the users. The service provider shall pay all claims met and also litigation expenses if any incurred by the CRWC immediately on demand without any demur. The CRWC shall have the right to deduct the amount of such loss from any sum (including Security Deposits) then due or become due to the service provider under this contract or any other contract with it. The decision of CRWC shall be final and binding on the service provider in this regard.
- VI. The Service Provider shall be responsible for the full bag shortage, if any, while using their own/leased trucks to transport & carrying out any other services under the contract viz. weightment etc. No compensation shall be admissible to the Service Provider in respect of the detention of trucks/any other vehicles at godown, railway station/railway siding or any loading/unloading point(s) or any other place(s)'' The Service Provider shall be liable for all cost, damages, charges and expenses suffered or incurred by the CRWC due to any loss suffered by CRWC's infrastructure including warehouse, platforms, shutters, gates etc. by their own/leased trucks.

(x) Set Off:-

Any sum of money due and payable to the Service Provider (including Security Deposit refundable to them) under this contract may be appropriated by the CRWC and set off against any claim of the CRWC for the payment of any sum of money arising out of this or under any other contract, made by the Service Provider with the CRWC.

(xi) Accounts:

All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspection, audit and counter signature by the CRWC authorities or an officer acting on their behalf. The Service Provider shall be responsible to produce the same at such time and place as may be directed by the CRWC.

(xii) Volume of Work:

Subject as hereinafter mentioned the CRWC does not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract as CRWC

undertakes the work from the service providers on behalf of its users. The mere mention of any item of work in this contract does not by itself confer a right on the Service Provider to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them. The users of RWC are free to have their own arrangement for handling & transport operations etc. or avail the services of the Parallel Service Providers appointed by CRWC as per their choice and the Bidder shall have no claim whatsoever against CRWC on this account.

15. Parallel Rate Contract:

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

16. Remuneration:

The Service Provider shall have to perform all the services provided for in this contract who shall be paid at the rates quoted by him and accepted by the CRWC. The Service Provider shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be determined and payable at the mutually agreed rates.

17. Payment:

- I. Payment will be made through 'e-payment' system by the CRWC on submission of bills in triplicate, duly supported by work certificates issued by the Terminal Manager, RWC or an officer authorized by him.
- II. The following details shall be provided by the service provider immediately after commencing the contract for e-payment.
 - a. Bank Account Number.
 - b. Name/Address of the bank.
 - c. IFSC Code of the Bank (for RTGS).
- III. The Service Provider shall submit his bills on fortnightly basis i.e. for the period from 1st to 15th of the month and 16th to last day of the month or as per instruction issued from CRWC, CO, New Delhi from time to time. Liability period shall be for a period of one (01) year after completion of the contract. It would be responsibility of the Service Provider to obtain 'No Demand Certificate' from the Terminal Manager, RWC-Gandhidham, Gujarat. The process of refund of Security Deposit would start thereafter.
- IV. The Income tax at the rate as applicable from time to time under provision of the Income Tax Act or any modified/revised version thereof shall be deducted at source from the admitted bills / invoices of the Service Provider. However, in case the Service Provider is granted exemption from the deduction of Income Tax at source or granted certificate for the deduction of Income Tax at lower rate, then he is required to produce a certificate from the Income Tax Authorities indicating clearly that no tax at source or tax at lower rate, as the case may be, be deducted from the Service Provider against the said contract. Such a certificate shall have to be obtained at the commencement of each financial year. The amount of TDS shall be deposited in the account of Income Tax Department and TDS certificate shall be issued as per rules of Income Tax Act, 1961.

- V. The GST or any other Tax in lieu thereof levied by the Central Government from time to time on the Services rendered by the Service Provider to CRWC shall be paid by CRWC to the Service Provider over and above the Schedule of Rates, subject to the Service Provider submitting his Bills / Invoices therefore in the format prescribed as per GST Rule or other relevant Laws, as the case may be. The Service Provider shall have valid registration with the appropriate authority and shall quote the GST registration number in all the Bills.
- a) The CRWC, may at its discretion make an 'On account' payment to the extent of 50% of the value of work done in case, where the Service Provider is not in a position to submit the bills due to operational or any difficulties, after the satisfactory performance of the services to be certified by the Terminal Manager.
- b) The CRWC shall not be liable for payment of any interest on any bill outstanding for payment for any reason, whatsoever.
- c) There are certain operations, which form part of a composite operation. These operations are to be carried out under specific circumstances; the need for the same will be determined by the Terminal Manager, RWC, Gandhidham, Gujarat. The decision of the Terminal Manager, RWC, Gandhidham, Gujarat in this regard shall be final and binding on the Service Provider.
- d) The rates quoted by the Bidder and accepted by the CRWC and incorporated in the contract agreement shall remain applicable during the period of the contract and no requests for revision of rates by the Service Provider shall be entertained under any circumstances.
- VI. The payment shall normally be made by the Company within 30 days of submission of the bills. The Company shall not be liable for payment of any interest on any bill outstanding for payment.

18. Laws governing the contract:

The contract will be governed by the laws of the Country in force from time to time. All disputes arising out of this contract/ Tender will be subject to jurisdiction of Delhi High Court.

19. Blacklisting/ Debar:

The non performing/defaulting service provider may be Suspended / banned for trade relation/black listed/debarred for participation in future Tender enquiry for the period upto 5 years based on the gravity of non-performance/breach of any terms of the Contract/default of the service provider by the Managing Director of the CRWC whose decision in the matter shall be final and binding.

20. PERFORMANCE REVIEW OF SERVICE PROVIDER:

The performance review of the service provider shall invariably be done after every six month or if necessary earlier also, subject to first review shall be only after first six month after commencement of contract.

Except otherwise mentioned in any other clause of the Tender, the performance of the service provider shall, in addition, be assessed on the following parameters:

- a) Non-supply of adequate laborers.
- b) Failure to start loading/unloading operation with adequate labour as per norms.
- c) Detention to rake / wagons beyond permissible free time

- d) Failing to do stacking of stocks up to optimum height, but not less than 13 height of 50 kg pack.
- e) Non-collection of spillage in time and its accounting/delivery/disposal.
- f) Failing to regularly maintain hygienic condition within the premises/rail track.
- g) Failing to train the laborers to handle the stocks properly in accordance with instruction of the Terminal manager.
- h) Failing to unload/load trucks or any other vehicle, placed for receipt/ clearance of stock at RWC, within reasonable time.
- i) Non-compliance of labour laws or other applicable laws.
- j) Non-supply of adequate staff as per instruction of the Terminal Manager in accordance with provision under agreement.
- k) Failing to maintain all the stock records relating to RWC operation and furnishing to requisite information to the Terminal Manager in complete and on day-to-day basis.
- l) Non-compliance of any instruction issued under the provisions of contract agreement to the satisfaction of CRWC.

CRWC, in its absolute discretion and without prejudice to any other rights and remedies under this agreement, further reserves the right to impose the penalty as decided by the CRWC when the Service Provider fails to perform satisfactorily in respect of above. The decision of CRWC in this regard shall be final conclusive and binding on the service provider and shall not be called into question. The repetitive failure to improve the performance shall enable CRWC to terminate the contract as per the provisions of the contract agreement.

21. TERMINATION

- I. If during the currency of the contract period, any of the documents submitted by service provider, is found forged or fabricated, the contract is liable to be terminated and in such situation amount of security deposit will be forfeited and he will be debarred/black listed for a period of five (05) years.
- II. The CRWC, Corporate Office, New Delhi reserves the right to terminate the contract at any time during the currency of the contract without assigning any reasons thereof by giving 30 days' notice in writing to the service provider at their last known place of business/residence and Service Provider shall not be entitled to any compensation by reason of such termination. The action of CRWC under this clause shall be final, conclusive and binding on the Service Provider and shall not be called into question.
- III. In the event of the service provider having been adjudged insolvent or going into liquidation or winding up his/their business or making arrangements with their creditors, the CRWC shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the un-expired period of the contract at the risk and cost of the service provider and to claim from him/them any resultant loss sustained or costs incurred by CRWC.
- IV. The CRWC shall also have, without prejudice to other rights and remedies, the right, in the event of breach by the service provider of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the un-expired period of the contract, at the risk and cost of the service provider and /or forfeit the Security Deposit or any part thereof for the sum

or sums due for any damages, losses (directly or indirectly), charges, expenses or costs that may be suffered or incurred by the CRWC due to the service provider's negligence or unworkman like performance of any of the services under the contract.

- V. The service provider shall be responsible to supply adequate and sufficient labour, scales/ carts / equipment and any other transport vehicle for loading/unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the CRWC or an officer acting on its behalf. If the service provider fails to supply the requisite number of labour, scales trucks/carts, the CRWC, New Delhi/ RWC, Gandhidham, Gujarat shall, at its entire discretion without terminating the contract be at liberty to engage other labour, scales, trucks/carts, equipment etc. at the risk and cost of the service provider who shall be liable to make good to the CRWC all additional charges, expenses, cost or losses that the CRWC may incur or suffer thereby. The service provider shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the CRWC shall be final and binding on the service provider.
- VI. Security deposit shall be refunded if other obligations under the contracts are satisfied by the agency if termination of the agreement is undertaken due to merger of CRWC with CWC, subject to point vii of Clause V Security Deposit.

22. Force Majeure:

Performance by either party of its obligations under this Agreement shall be subject to Force Majeure condition which is an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by the legal term "act of God" (e.g., flooding, earthquake, volcano, withdrawal of permission by Railways to operate RWC), prevents one or both parties from fulfilling their obligations under the contract.

23. EXECUTION OF AGREEMENT AND TAKING UP OF WORK:

Successful Bidder shall enter into an agreement with the CRWC in the format as annexed at **Appendix – III** and custody & indemnity bond as per **Appendix-V** to be typed on a non – judicial stamp paper of appropriate value. **He shall also sign and stamp each and every page of the Tender document at the time of execution of Agreement.**

- i) The agreement shall be executed within a fortnight from the date of award of contract failing which the contract shall be liable to be rescinded.
- ii) The CRWC may at its discretion, however, on a specific request by the successful Bidder, extend the time to the Bidder to execute the Agreement, which in any case shall not exceed more than 30 days in all, including the original 15 days period. In special circumstances however this time may further be extended at the sole discretion of CRWC and which shall not be a matter of right to the bidder.
- iii) The successful Bidder shall take up the work from the date as specified by CRWC.
- iv) The Bidder is required to affix scanned recent passport size photograph at **Appendix –VI**.
- v) In case of merger of CRWC with CWC, the agreement signed amongst successful bidder to whom work will be awarded and CRWC, shall apply mutatis-mutandis on CWC.

24. Conflict of Interest:

1. The existing operations of the bidder should not be in conflict with the warehousing business and activities of CRWC, so as to ensure the maximum utilization of RWC. During the currency of H&T contract with CRWC, the service provider (successful bidder to whom the H&T contract has been awarded) **shall not** be permitted to start any warehousing business and activities, in conflict with the warehousing business and activities of CRWC. Bidder shall not be allowed to use/misuse the railside warehousing facility of CRWC in any manner which comes in conflict with the interest of CRWC.
2. The bidder/service provider (successful bidder to whom the H&T contract has been awarded) shall be considered to have conflict of interest with CRWC in case, any of the following conditions is satisfied,
 - a. Bidder/Service provider is also the user of the facility during currency of contract.
 - b. Bidder/service provider (successful bidder to whom the H&T contract has been awarded, as the case may be) **run / propose to run**, a similar line of business as that of CRWC (PFT/warehouse/silo, etc.) in the region within the vicinity of 50km on either side of the RWC.
 - c. Where the bidder/service provider has interest /is the interested party in any entity, **running / propose to run** similar line of business as that of CRWC (PFT, warehouse, silo, etc.) in the region within the vicinity of 50km on either side of the RWC that may exclude or discourage its customer / users from using the RWC Facility. If the bidder/service provider (Proprietor/any partner/any Director/related party) is a Proprietor/ partner/Director/related party in a separate entity, as stated above shall be treated as interested party in that entity.
 - d. Any act of the bidder/service provider leading to conflict of interest with CRWC not covered above
3. The Bidders shall submit an affidavit on stamp paper as per Appendix - XVI, with the technical bid that none of the above conditions are applicable in case of their firm and they are not doing any warehousing business or proposed to do any business having "Conflict of Interest" of CRWC, during the currency of contact. And in case of any breach of the above conditions, at any stage of operations of the contract or prior to the award of contract during the tender evaluation process, ***"CRWC reserves the right to ignore the tender of a bidder who is in the same line of business, i.e., competing with the CRWC."*** Such bidder/service provider shall be debarred for next three years from participating in any tender of CRWC. Further, the contract of service provider, if awarded inadvertently, for want of aforesaid information, shall be liable to be terminated and Performance Guarantee / Security Deposit shall also be liable to be forfeited.

Yours faithfully,
Sr. Manager (Commercial)

Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)
Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110016

Section-VI

Services to be provided by the Service Provider and Duties/ Responsibilities of Service Provider:

(A) General: -

1. The Service Provider shall provide round the clock operation at the Railside warehouse complex by providing his own personnel for manning the godowns, transaction points of receipts and issue of stocks and other allied activities such as re-bagging, standardization, restacking etc., besides, the supply of labour required for the transactions as per the requirement of the Terminal Manager at the RWC.
2. The Service Provider shall attend to rake clearance or rake loading for onward dispatch for those customers who entrust the work to CRWC and shall organize the entire transactions together with handling of cargo either manually or mechanically by deploying the requisite number of labour, staff and prescribed equipment as per the Tender schedule.
3. The Service Provider shall be responsible for maintenance of godowns, hygiene, and up keeping of the godowns and the premises and any other relevant services that may be assigned to him from time to time.
4. The Service Provider shall also be responsible for cleaning inside the godown as well godown platforms/premises by way of providing battery operated vacuum sweeping Machines (minimum 3) at RWC Gandhidham. The service provider shall also be responsible for cleaning the circulating area by employing labours or through equipments. The road sweeping machine may be provided by CRWC, if required. The manpower for operating such equipments as well as consumables shall be arranged by the service provider. The maintenance of these equipments in full working conditions shall be responsibility of the Service Provider.
5. Service Provider will have to ensure and take steps to keep the warehouse facility neat and clean, free from unnecessary dust and carry out regular cleaning within the warehouse premises, the circulating area, washrooms, water drinking facility and labour shed etc. He shall from time to time provide to the labour necessary protection equipments i.e., masks and gloves and ensure that they wear it on regular basis. The periodical medical checkup of laborers shall be carried out by the bidder as per the requirement of the law. In case of non-compliance with these, the penalty imposed if any on CRWC shall be recovered from the bidder.
6. The regular cleaning of railway track is the responsibility of the service provider and any penalty/charges levied by railways on this account or derailment shall be borne by the service provider.

7. Save as otherwise defined under the definition of RWC, the area of operations would be RWC, RWC, Gandhidham, Gujarat with a present godown capacity of 9640 MT Approx. and any addition thereto as also other place of delivery/receipt of stocks from main entrance of RWC. Provided that in addition to the number and storage capacity of the existing godowns and those expected to be constructed/acquired/ notified during the contract period, the description of which is given in the Tender, the CRWC may during the currency of the contract take over/acquire/construct/ notify more godowns for storage as and when necessary. Alternatively, it may also be necessary for the CRWC to give up or release one or more godowns out of those, the description of which is given in these documents or out of those, which are constructed or acquired later during the pendency of the contract. In such an event, the contract shall not be rendered invalid and the Service Provider shall be bound to perform all the services, duties and execute all the works as per terms and conditions and the rates of the contract and they shall not be entitled to make any claim whatsoever against the CRWC for compensation, revision of rates or otherwise due to increase/decrease in number of godowns or the storage capacity of the godowns.
8. Remuneration for stacking in the shed/platform/ground wherever necessary as required while performing the services are included in the main operations and no separate remuneration will be paid for such stacking. The Service Provider shall ensure stacking of stock up to 13 bags height of 50 kgs pack or as per direction of the Terminal Manager for optimum utilization of the RWC facility vis-à-vis nature of commodity and packing size etc.
9. 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 Kaccha stacking will be paid on any account.
10. Carriage of bags, whether by change of head-loads or by using hand trolleys and carts or any other mode of transport provided by the Service Provider, shall be deemed to be included in the relevant services and no separate remuneration will be paid for such carriages, unless otherwise provided for.
11. For services of standardization, re-bagging, filling loose stocks and such other allied services, the bags would be supplied by the concerned depositors.

(B) MANDATORY SERVICES:(FOR STOCKS RECEIVED AT/OR DESPATCHED FROM RAILSIDE WAREHOUSE COMPLEX AT RWCGANDHIDHAM, GUJARAT.)

1. Unloading from railway wagons/rakes/jumbo rakes/ trucks at RWC-Gandhidham, Gujarat or loading in trucks/any other vehicle(s)/wagons/rakes/jumbo rakes as mentioned in **Appendix IV-A, IV-B & IV-C.**
 - i.(a) The Service Provider shall unload the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from wagons/rakes/jumbo-rakes placed at the RWC, Gandhidham, Gujarat or unload the food grains/fertilizers/cement/salt/sugar or any other notified commodities from trucks/any other vehicle (s), carry them and stack the bags on the platform/ground if required and then stacking in the godowns wherever necessary upto the 13 height or in accordance with the instructions of the Terminal Manager.
 - (b) The service provider shall take out foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from the stacks in the godowns and carry them on head loads or if necessary by using

hand trolleys, carts etc and load them in to the parties truck/wagons for delivery/ dispatch as the case may be in accordance with the instructions of the Terminal Manager.

ii. (a) The Service Provider shall unload the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from wagons/rakes/jumbo-rakes placed at the RWC, Gandhidham, Gujarat or unload the food grains/fertilizers/cement/salt/sugar or any other notified commodities from trucks or any other transport vehicle, carry and directly load them into trucks or any other transport vehicle(s) or into wagons for deliveries/dispatches in accordance with the instructions of the Terminal Manager.

(b) The Service Provider shall unload the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from wagons/rakes/jumbo-rakes placed at the RWC, Gandhidham, Gujarat or unload the food grains/fertilizers/cement/salt/sugar or any other notified commodities from trucks or any other transport vehicle and carry them on head loads or if necessary by using hand trolleys, carts or any other mode of carriage and load them into the parties trucks or any other vehicles/wagons directly across the warehouse situated in the same complex/ premises but at a considerable distance from the railway siding for delivery/dispatches as the case may be in accordance with the instructions of the Terminal Manager.

iii. a) The Service Provider shall unload the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from wagons/rakes/jumbo-rakes placed at non-RWC siding or unload the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from trucks or any other vehicles as the case may be carry them and stack the bags on the platform/ ground in accordance with the instructions of Terminal Manager.

b) The Service Provider shall take out foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from stacks in the platform/ground at non-RWC siding and load them into the parties truck/ wagon for delivery/dispatch as the case may be in accordance with the instructions of Terminal Manager.

c) The Service Provider unload the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from wagons/rakes/jumbo-rakes placed at non-RWC siding or unload the foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from trucks or any other transport vehicle, carry and directly load them into the parties truck/any other transport vehicle or into the wagons as the case may be for delivery/ dispatch in accordance with the instructions of Terminal Manager.

d) The Service Provider shall unload foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from the wagons/rakes/jumbo-rakes placed at the non-RWC siding and stack them on the platform/ground and load the same into truck or any other transport vehicle and carry to RWC for unloading the same from trucks or any other transport vehicle at RWC and stack upto 13 height or as directed by the Terminal Manager inside the RWC godown.

e) The Service Provider shall take out foodgrain/fertilizer/cement/salt/sugar or any other notified commodities from the stacks in RWC godown, load them into the truck or any other transport vehicle carry it to non-RWC siding stack them in the platform/ground, if required, and load the same into the wagon for outward dispatches.

iv. The rate for handling of food grains/fertilizers/cement/Salt/Sugar or any other notified commodities shall be on the basis of branded weight or declared RR weight.

v. No compensation shall be admissible to the Service provider on account of non-availability of work sufficient to engage the number of trolleys/mobile conveyors or other labour specified in any programme issued by the Terminal Manager, RWC.

- vi. No separate remuneration shall be paid for collecting, bagging and removal or process waste, i.e. chaff etc.
2. Shifting of such quantity of food grains/fertilizer/cement/Salt/Sugar or any other notified commodities as may be required day to day by the Terminal Manager from one godown to another godown or from one compartment to another compartment in the same premises manually or mechanically including use of vehicles.
 3. Service Provider shall provide such number of male or female casual labour whenever asked to do so at short notice during day or night, by the Terminal Manager. 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 wages per male/female Casual Labour per day.
 4. Service Provider shall unload the food grain/cement/salt/sugar/fertilizer or any other notified commodities from wagons/jumbo rakes place at the RWC, Gandhidham, Gujarat and stacking at the platform/ground and thereafter load into trucks and transportation to other sheds/compartment of RWC and unloading from trucks to the sheds and compartment then stacking in the godown wherever necessary upto the height of 13 bags or in accordance with the instructions of the Terminal Manager.

(C) OTHER ANCILLARY SERVICES:

The various services/operations under this part are being ancillary services forming part of the other major operations listed in the schedule or are very occasional and rarely required. **No separate remuneration will be paid for these services.**

1. Weighment:

The Service Providers shall, with their labour and scales and under their supervision, weigh such number of bags of foodgrains/fertilizer/cement/Salt/Sugar or any other notified commodities as may be required after placing the bags wherever necessary either before or after weighment. Weighment of foodgrains/fertilizer/cement/Salt/Sugar or any other notified commodities etc. as described above shall be done in connection with any other service like dispatch, receipt, delivery etc. in or at RWC godown/railway platform/railway siding/ shed or anywhere else as directed by the Terminal Manager. The Service Provider shall be responsible to supply adequate and sufficient number of scales for weighment provided always that Service Provider shall not use their own scales when the same are available with the CRWC and Service Provider shall be liable to pay hiring charges of the same at the rates prescribed in the schedule. The Service Provider shall as and when required stitch the bags with the stitching machine to be provided by the CRWC either with an operator or without an operator, and the Service Provider shall be liable to pay hiring charges for the same at the rates prescribed in the schedule. **No extra remuneration shall be eligible to service provider.**

2. Physical Verification:

The Service Provider shall, with their labour and scales and under their supervision, weigh/count such number of bags of foodgrains/fertilizers/cement/ Salt/Sugar or any other notified

commodities etc. as may be required for physical verification, weighing for these services shall be deemed to include carrying bags from stacks to weighing scales, weighing, removing bags from scales doing Kaccha stacking inside or outside the godown as and when necessary, carrying the weighed bags and stacking them upto the required height in the same godown or in another godown of RWC as may be directed by the Terminal Manager. **No separate remuneration will be paid for this service.**

3. Standardization:

The Service Providers shall with their labour and scales and under their supervision standardize such number of bags of foodgrains/fertilizer/cement/ Salt/Sugar or any other notified commodities etc. as may be required by the Terminal Manager. Standardization shall be deemed to include carrying the bags from the stacks to weighing scales, cutting open the mouth of bags or emptying the contents after cutting open the mouth of bags, making a palla if necessary and filling upto a prescribed weight in one or more new/small/big size gunnies, putting bags on the scales, putting in or taking out contents from each bag as may be necessary or in order that each bag contains the standard weight of foodgrains/fertilizer/cement/Salt/Sugar or any other notified commodities as fixed by the Terminal Manager or an Officer acting on his behalf, removing the bags from scales, re-stitching with at least 16 stitches on each bag, doing Kaccha stacking inside or outside the godown as and where necessary, carrying the standardized bags and stacking upto the required height or loading into wagons or such bags shall be left in a countable position, in a well stacked manner in the godown. The standardized bags shall be stacked in the same godown or in other godown as directed by the Terminal Manager or an Officer acting on his behalf. The Service Provider shall wherever required arrange double line machine stitching of the bags at the time of standardization of bags for which the machines will be arranged by the Service Provider. **No separate remuneration would be payable.**

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

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

4. Cleaning:

The Service provider shall have to provide battery operated vacuum sweeping Machines (minimum 3) along with Manpower to operate them, for cleaning and sweeping purpose in and around the godown premises (including platforms). The Service Provider will also be required to carry out mechanized cleaning of the circulating /road area in compliance to environmental laws & regulations. The collection of sweeping material inside the warehouse by Machines (battery operated) shall be handed over to Users/Customers through Terminal Manager's office. The cleaning of railside platforms should be such that there is no obstruction in opening and closing of warehouse gates. The Service Provider shall as and when required with their labour undertake cutting open the mouth of the bags that may have been unloaded in wet conditions from balance and spread the stocks for aeration, undertake cleaning of foodgrains /fertilizer/cement/salt /sugar or any other notified commodities thus effected as also clean the sweepings etc. Cleaning shall be

deemed to include collection of accumulated spilled stocks from wagon floor or platforms and also pre-cleaned stocks whenever required by carrying them to the place assigned for cleaning and subject to such process or whenever required by carrying them to the place assigned for cleaning and subject to such process or operations like winnowing, shifting, passing through sieves or other methods of cleaning or cleaning by machines etc. removing the cleaned grains, filling the grains in bags, weighing them to standard weight as may be prescribed by the Terminal Manager and stacking them up to the required height or loading them into wagons/trucks/transport vehicles as directed, collecting the refraction; filling them in bags as directed, weighing them and stacking them up to the required height or loading/delivering them as directed. The service provider shall also have to undertake manual cleaning of Track after unloading every rake/ every week and also cleaning of circulating area by battery-operated machines with manpower and furnish weekly certificate of cleaning to the office of the Terminal Manager. **No extra payment will be made for this operation.**

5. Reconditioning/drying of damaged foodgrains/fertilizer/cement/salt/sugar or any other notified commodities:

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

6. Re-bagging:

The Service Provider shall re-bag loose grains etc. of the contents of unserviceable bags into new bags supplied. Re-bagging shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a Palla, if necessary, filling the new bag up to a prescribed weight, stitching them doing Kaccha stacking inside or outside the godowns as and when necessary, and stacking them upto the required height or delivering/dispatching as directed. **No extra payment will be made for this operation.**

7. Loading/unloading of open wagons:

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

8. Loading/unloading of box wagons:

The Service Provider shall load or unload box type (open) railway wagon, wherever necessary. In addition to the normal duties and responsibilities attached to the service of loading/unloading covered wagons, the Service Providers shall also perform all other auxiliary services incidental to handling of box type wagons.

9. Breaking of stacks and restacking:

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

10. Collection of scattered bags:

The Service Provider shall as and when required remove/collect the scattered bags from the godowns and stack them in the same or another godown upto the required height. **No extra payment will be made for this operation.**

11. Bundling of empty gunnies:

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

12. Stenciling of bags:

The Service Provider shall with their labour and stenciling materials, stencil such number of bags as may be directed by the Terminal Manager. In full wagonloads the name of destination station in block English letters shall be stenciled on such number of bags, as may be required. In the case of smalls, the particulars of the consignee, commodity and weight of the contents shall also be stenciled. The Service Provider may with prior permission of the Terminal Manager, mark the bags in the prescribed manner with the brush and indelible ink instead of stenciling. **No extra payment will be made for this operation.**

13. Supply of Casual Labour:

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

The labour so supplied will be for any other work as required by Terminal Manager, RWC and not for any item included under section-VI-C.

14. Loading/Unloading of Wooden Crates, Tarpaulins, Gunny Bales, Fumigation Cover/Jute Twine etc., Spraying and Fumigation:

The Service Provider shall have to load/unload the wooden crates/gunny bales/fumigation covers/jute twines/tarpaulins from the trucks/wagons and stack them in the designated place as per the instructions of the Terminal Manager. They shall also perform the reverse operation whenever directed with all incidental activities of bringing the fumigation covers, unfolding, covering/de-covering the stocks, spraying, fumigation, brushing and cleaning after de-covering,

folding the covers and neatly keeping them back. **No separate remuneration would be payable as these operations being incidental to the main operation.**

15. Deployment of Staff:

The Service Provider shall deploy his own men for manning all the transaction points of CRWC at RWC, Gandhidham, Gujarat and maintain all the stock records. They shall be responsible for the stocks received at the RWC till it is issued out to the recipients and render all the accounts as required by the Terminal Manager, RWC/ CRWC, Corporate Office, New Delhi. The Service Provider shall also be responsible for any shortages during the operations and while in storage at RWC of all stocks received/dispatched there. The service provider shall deploy adequate number of staff such as Tally Clerks, Sweepers, Stitchers, Supervisors etc., to the entire satisfaction of Terminal Manager, to protect the stocks under storage. The Terminal Manager, RWC, may specify more or less number of personnel under each category depending upon the quantum of work.

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

(D) Duties and responsibilities of the Service Provider:

1) Service Provider shall carry out all items of services assigned or entrusted to him by the Terminal Manager and shall abide by all the instructions issued to them from time to time by the said officer. They shall render the service to the satisfaction of Terminal Manager together with such auxiliary and incidental duties, services and operations as may be indicated by the said Officer (s) and are not inconsistent with the terms and conditions of the contract. Some of such auxiliary and incidental duties are mentioned below. Remuneration for all auxiliary and incidental duties and incidental not specifically provided for in the schedule of rates for services shall be deemed to be included in the remuneration provided for various services specifically mentioned in the schedule.

The Service Provider shall always be bound to act with reasonable diligence and in a businesslike manner and to use such skill expected of him of ordinary prudence, as he possesses in the conduct of his activities.

2) The Service Provider shall engage competent and adequate supervisory staff and labour to the satisfaction of the Terminal Manager for ensuring efficient handling of the stocks and furnishing correct up-to-date position/information/progress of work, statements and accounts. The service provider shall also ensure to manage to provide adequate labour in the range of 200-250 with a norm of deployment a gang of minimum 10-12 laborers per wagon for loading/unloading operation of stock on placement of rake and to facilitate completion of the said operation within permissible free time. Similarly, the service provider shall also ensure to provide sufficient labour as per requirement of the Terminal Manager for loading/unloading of the trucks/any other vehicles to avoid their detention unreasonably. The Service Providers shall be responsible for the good conduct of his employees and shall compensate the CRWC for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Terminal Manager RWC shall have the right to ask for the dismissal of any employee of the Service Provider 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 Service Provider, their servants or agents or representatives shall be final and binding on the Service Provider.

3) The Service Provider shall inform the Terminal Manager RWC, the name of one or more responsible representative (s) authorized to act on his/their behalf in day to day working of the contract. It shall be the duty of those representative (s) to call on the office of Terminal Manager,

every day generally to remain in touch with them to obtain information about the program of arrivals or 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 matters.

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

5) The Service Provider shall provide fifty numbers of tarpaulins/polythene sheets/ covers (size-30' x 20') to ensure separation of stock of food grains / fertilizers / cement / salt / sugar or any other notified commodities etc. during the operation to avoid mixing/contamination. The decisions of the CRWC in this matter shall be final and binding on the Service Provider.

6) The Service Provider shall provide their own planks and supporting bags to serve as ladders for the purpose of loading/unloading into/from trucks/wagons/jumbo-rakes or stacking. Accordingly, the Service Providers shall make available three numbers of wooden planks for every 5000 M.T. or part thereof as per the specifications provided by Officer In charge. The planks so deployed by the Service Providers shall be serially numbered and shall be certified by the Terminal Manager on every three months interval to ensure safety in the use of stacking purpose. The Service Provider shall also make available aluminum Ladder/bamboo ladder of suitable specifications, as prescribed by the Terminal Manager, for use in the godowns. The minimum number of such ladders to be made available by the Service Provider shall be Two Numbers for every 50 stacks. No filled bags shall be used in unloading/loading operation for stepping.

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

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

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

- 10) If any consignment received on "freight to pay" basis, which of course would be on rare occasion, the Service Providers shall pay the freight charges in the first instant and then recover same by "submitting a stamped and pre-receipted bill supported by vouchers".
- 11) The Service Provider shall ensure before the commencement of unloading of each wagon that the wagon seals are intact and if any wagon seal found to be tampered with, they shall bring the matter to the notice of Railway Representative. The Service Provider shall promptly report it in writing to the Terminal Manager.
- 12) The Service Provider shall keep complete and accurate record/account of the number of bags unloaded from each wagon and in the event of any shortage being noticed, shall bring in writing such shortage promptly to the notice of the Terminal Manager and the Railway Authorities concerned. They shall keep aside any stock of damaged bags received in the wagons and after ascertaining the loss by weighment, report the fact to the concerned authorities viz, the Terminal Manager and the Railway Authorities concerned.
- 13) The Service Provider shall, as and when required, be also responsible for routine cleaning of the interior or any type of wagon prior to loading to the satisfaction of the officer(s) supervising loading/dispatches. The remuneration for loading/unloading into wagons shall be deemed to include the remuneration for such routine cleaning of wagons.
- 14) The Service provider shall, as and when required, be also responsible for hand-shunting of wagons from loading/unloading points. The remuneration for loading/ unloading of wagons to the extent found necessary shall be deemed to include the remuneration for such Hand-Shunting of wagons.
- 15) The Service provider shall, as and when required, be also responsible for riveting and sealing of the doors of wagons at the time of dispatch, or removing rivets or seals at the time of receipt.
- 16) The Service Provider shall obtain clear railway receipt in respect of the consignments booked by them. If in any case, the railways refuse to issue clear railway receipts, the Service Provider shall bring the matter in writing to the notice of the Terminal Manager before loading the bags into wagons. Copies of all correspondence in the matter shall be sent by the Service Provider to the Terminal Manager. It will be the responsibility of Service Provider to ensure that the proper remarks/entries are made in the railway delivery book at the time of receipt/delivery as per railway rules from time to time.
- 17) The Service Provider shall obtain clear railway receipt expeditiously from the railways and immediately after obtaining the same submit to the Terminal Manager.
- 18) The Service Provider shall also be responsible, as and when required, to put six labels each of the size 6"X9" bearing the name of the destination in each wagon at the time of dispatch.
- 19) The Service provider shall have to provide battery operated vacuum sweeping Machines (minimum 3) along with Manpower to operate them, for cleaning and sweeping purpose in and around the godown premises (including platforms). The Service Provider will also be required to carry out mechanized cleaning of the circulating /road area in compliance to environmental laws & regulations. The collection of sweeping material inside the warehouse by Machines (battery operated) shall be handed over to Users/Customers through Terminal Manager's office. The Service Provider shall provide adequate number of stitchers and sweepers at their own cost at all loading/unloading and other operational points to carry out the day-to-day operations. The Service Provider with the help of sweepers engaged by him maintain the hygiene of godowns, office and

the RWC premises in spick and span condition. The Service Provider with the help of stitchers shall repair the leaking bags both at the unloading and loading points and inside the godowns. The Service Provider shall collect all sweeping and spillage of stocks etc. from wagon floors, loading/unloading points/RWC/ Godowns, and fill them after cleaning, if necessary, in slack bags or in other empty bags supplied and firmly stitched them with at least 16 stitches. Collection of spillage from bleedings bags that occur at the time of storage in godowns as well as at the time of receipt and issue is the responsibility of the Service Provider.

20) The Service Provider shall also deploy supervisors at their own cost and in case, the work load so warrants the Service Provider shall increase their number of accordingly to ensure smooth transaction to the full satisfaction of the RWC's Terminal Manager.

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

22) In case of derailment due to nonperformance of contractual obligations, the Service Provider shall be responsible for the derailment charges levied by Railways.

23) The Service Provider shall be responsible for obtaining/furnishing acknowledgement in respects of all bags entrusted to him for loading/unloading and handling to/from third party's vehicles and shall present to the Terminal Manager on demand wherever necessary.

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

25) The Service Provider shall be responsible for any loss which the CRWC may suffer on account of the bags not being properly stacked. The decision of the Terminal Manager regarding such loss shall be final and binding on the Service Provider. The Service Provider shall at the time of standardization, cleaning etc., ensure that the mouth of each bag is cut open cautiously and with utmost care so as to avoid any damage or loss to the bags and wastage of food grains/fertilizers/cement/ salt/sugar or any other notified commodities. The Service Provider shall be liable for loss to the CRWC on this account and the decision of the CRWC in the matter shall be final and binding on the Service Provider. The Service Provider shall carry empty bags from the gunny storage godowns or from any other place indicated by the Terminal Manager 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.

26) In carrying out the various operations involving carriage of bags inside or outside godowns, it is desirable that the use of wheeled contrivances like hand trolleys by the Service Provider is ensured. No extra remuneration whatsoever will be payable.

27) The Service Provider shall be responsible for providing complete and accurate account of all stocks of food grains/fertilizers/cement/salt/sugar or any other notified commodities. Etc. and empty gunny bags received by them and shall maintain all the records as prescribed by the CRWC from time to time and furnish returns and statements in such manner, as the Terminal Manager may prescribe, including computerized MIS covering services rendered by him.

28) The Service Provider shall deploy minimum three numbers of hand-trolleys and three numbers of wheel barrows each in working condition at the warehouse for every 5000 MT capacity or part thereof. Such hand-trolleys/wheel barrows shall be painted in bright yellow color and serially numbered. The Service Provider would maintain them in good working condition at all times.

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

30) The Service Provider shall, as and when required, shall make adequate lighting arrangement to ensure smooth working during night at his own cost.

31) The Service Provider shall be liable for all cost, damages, charges and expenses suffered or incurred by the CRWC due to the Service Provider's negligence and unworkman like performance of any service under this contract or their failure to carry out the work with a view to avoid incurrence of demurrage, Wharfage etc. and for all damages or losses occurred to the CRWC or in particular to any property or plant belonging to the CRWC due to any act whether negligent or otherwise of the Service Provider or their employees. The decision of the CRWC regarding such failure of the Service Provider and their liability for the losses etc. suffered by CRWC shall be final and binding on the Service Provider.

32) The Service Provider shall provide and maintain correct weights and scales duly certified by the concerned authority of Weight & Measurement Department and carry out all the weighments accurately. The Terminal Manager shall have the right to check the weights, scales and weight of any bag or bags or to open any bag for examination. Where the scales of the CRWC are used by the Service Provider, he shall be responsible for the proper maintenance and handling of the scales. If any damage or breakage to the weighing scales or any loss is sustained in the course of their shifting from one godown to another (for which the Service Provider shall not be entitled to any separate or extra payment) or when such equipment is provided by the CRWC and is under the custody of Service Provider for purpose of carrying out weighment operations, then he shall make good the losses etc, sustained by the CRWC on this account and the decision of the CRWC or an Officer authorized by CRWC as regards, the extent and liability of the Service Provider in such matters shall be final and binding on the Service Provider.

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

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

35) In every case, in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act and the Contract Labour (Regulation and Abolition) Rules, the CRWC is obliged to pay any amount of wages to a workman employed by the Service Provider in execution of a contract, or incur any expenditure in providing welfare and or health amenities required to be provided under the above said Act and Rules or under Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Service Provider, the CRWC will recover from the Service Provider's the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of the CRWC under subsection (2) of Section 20 and Sub-section (4) of Section 21 of the Contract Labour (Regulation and Abolition) Act. The CRWC shall also be at liberty to recover such amount or any part thereof deducting it from the Security Deposit or from any sum due by the CRWC to the Service Provider whether under this agreement or otherwise.

36) The CRWC shall not be bound to contest any claim made against it under Contract Labour (Regulation and Abolition) Act or Workmen's Compensation Act or any other similar Act in respect of Contract Labour as it would be the sole responsibility of the Service Provider.

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

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

39) The Service Provider shall submit by the 5th and 20th of every month to the Terminal Manager a statement showing, in respect of the second half of the preceding month and the first of current month respectively, following information:

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

40) All taxes/ levies/ fees / charges payable to the State Government/Local bodies etc. on the services to be performed under the contract shall be paid by the Service Provider and no claim what so ever shall lie against the CRWC on this account.

41) The service provider shall not indulge in corrupt practices like dala system and bait, failure to which he shall be liable for penal action for such corrupt practices/ unfair means.

42) The service provider shall keep minimum 05 (five) laborers with no extra cost on daily basis for maintenance of premises ; removing / collecting / stacking of scattered / spillage/cut & torn bags; up-keepment of godowns etc. as per direction of the Terminal Manager. The service provider shall have to maintain necessary record of deployment for inspection of the Terminal Manager.

43) The service provider shall associate with the Terminal Manager in the process of marketing of RWC's facilities and development of the business operation of it. The performance of the service provider shall be based on his contribution in facilitating gainful utilization of the RWC facilities including his marketing efforts and increasing the turnover of stocks besides carrying out all the operation in hassle free manner as well as within permissible free time satisfying the terms and conditions of the contract.

(E) DERIVING OF RATES FOR EXTRA/SUBSTITUTED ITEMS:

The rates for any new items on substituting the existing item by a modified item should be derived strictly in the manner given below by the CRWC.

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

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

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

(iv) The decision of the CRWC in this regard should be final and binding on the contractor.

Upon award of Tender and during the course of the contract, it will be the obligation of the Service Provider to carry out the activities as directed by the Terminal Manager / CRWC and incase of refusal to act stating what so ever reason, it will be treated as BREACH OF CONTRACT and CRWC will have the liberty to take all necessary action as deemed necessary to protect its interest.

(F)DISPUTE RESOLUTION:

25 (A)Amicable Resolution:

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

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

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

In the event of any Dispute between the Parties, other Party may require such Dispute to be referred to the Managing Director of CRWC and the Chairman of the M/s (Name of the service provider) or such persons nominated by them, for the time being for amicable settlement. Upon such reference, the said two persons shall meet not later than 7 days of the date of such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 days of such meeting between the said two persons, either party may refer the dispute to arbitration.

25 (B) Arbitration:

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

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

The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the contractors shall be withheld on account of such proceedings. The cost of arbitration shall be borne by parties as per the decision of the arbitrator.

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

All disputes arising out of this contract/Tender will be subject to jurisdiction of Delhi High Court.

Explanation:

For the purpose of this clause, the expression "Managing Director" shall include any officer for the time being performing the duties of the Managing Director of CRWC, New Delhi.

Sr. Manager (Commercial)

APPENDIX-I

GENERAL INFORMATION

The RWC, Gandhidham, Gujarat consists of the following groups of godowns/plinth:

1. Godown Served by Railway Siding: Estimated Storage of **9640 MT**(Approx.) Capacity.

Any more capacity to be added in future by CRWC.

(TO BE FILLED IN BY THE BIDDER)**Check-List****APPENDIX-II**

| S. NO. | PARTICULARS | REMARKS | Page nos. |
|---------------|--|---|------------------|
| 1. | "INDEX" indicating page wise list of documents as submitted. | Submitted (Yes/No) | |
| 2. | Name & Address of the Bidder and email address: | Name: <hr/> Address for communication: <hr/> <hr/> Email id: <hr/> | |
| 3. | Business in which the Bidder is engaged: the nature of business in which is the Bidder or partners of the Bidders firms are engaged should be stated together with particulars of where head office and branches, if any, are located. | Business: <hr/> <hr/> Head Office & Branches: <hr/> | |
| 4. | <p>The Tenderer should have experience in cargo handling at the goods sheds / warehouses / ports / logistic hubs. The Tenderer should have successfully completed at least one similar nature of works, stated above, of value of Rs. 5,42,50,000/-i.e. 35%oftheestimatedcostofthetender during preceding five years up to date of submission of tender.</p> <p>Note: The Year for the purpose of experience will be taken as financial year (1st April to 31st March.)</p> <p>The experience certificate (in the proforma prescribed at Appendix-X and as enclosed) shall be produced from customers under their signature and stamp stating proof of satisfactory completion/running contract(s) besides duly certifying nature, period of contract and value of work handled.</p> <p>Remark: All certificate issued by concerned parties should contain at least above requisite information for considering experience as per terms of tender.</p> <p>In case of certificates issued by the private company / party it should be supported by TDS certificate.</p> | Submitted (Yes/No) | |
| 5. | A certificate from the practicing CA for positive net worth certificate as on 31.03.2022. | Submitted (Yes/No) | |
| 6. | <p>The Bidder selected/ appointed, who does not have P.F code number/ESI registration/Labour License are required to apply and get a P.F &ESI Registration and Labour License within one month from the respective P.F commissioner/ESI Authority/Labour Authority from the date of joining the work and submit the copies of these documents within a month time.</p> <p>An affidavit should be submitted on a non – judicial stamp paper of appropriate value duly notarized declaring that there has been no violation in depositing EPF and ESI contribution as per EPF and ESI clause and issue of ESI cards in respect of staff / labours deployed under contracts with various organizations in preceding three years.</p> | P.F code number: <hr/> ESI reg. no. _____ Labour License No.: ----- <hr/> | |
| 7. | Constitution of the firm, if the Bidder is not a sole proprietary concern, for partnership firm, a partnership deed, for a registered company its Memorandum of Association and Articles of Association should be submitted. Registered Labour Coop. Societies should furnish the proof of Registration with Registrar of Coop. Societies or Taluka Coop. Officer along with bye laws , proof of area of operation and a resolution passed | In case Bidder is not a sole proprietary concern, Partnership deed is to be submitted | |

| | | | |
|-----|---|--|--|
| | by the Society to participate in the quotation enquiry. | | |
| 8. | <p>The Tenderer should have achieved the minimum average turnover of Rs. 4,65,00,000/-during the three (03) preceding financial years.</p> <p>The average turnover of preceding Three financial years should not be less than 30% of the estimated value of the contract.</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 year can be uploaded. Where the tenderer is not under statutory obligation to get his Accounts audited he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years.</p> <p>The audited balance sheet and profit & loss accounts are must in case of co-operative society & Ltd/Pvt.Ltd. companies.</p> | Submitted (Yes/No) | |
| 9. | <p>Power of attorney duly executed in favour of signatory, authorizing him to sign the Tender documents, in case the Bidder is not a sole proprietary concern. In case of Pvt. Ltd. Company a Resolution from the Board of Directors of the Company authorizing the signatory to sign the Tender, be enclosed in Appendix-III.</p> <p>In case the Proprietor/Partner/Director of the Firm/Company participating in the Tender enquiry is/are common Proprietor/Partner/Director of any other Firm/Company who have also submitted the Tender against the same advertisement, the said Proprietor/Partner/ Director has to furnish a self-certificate declaring that he is the Proprietor/Partner/Director of another Company (name of the Firm/ Company) participated in the Tender enquiry.</p> | Submitted (Yes/No) | |
| 10. | <p>A self-certificate as per Appendix-VII should be furnished certifying that the person including sole proprietor firm/partnership firm/corporate entity are not black listed in any central/state Govt.PSU etc. as on date of submission of Tender. The Bidder should also clearly disclose about the pendency of any court case in respect of his blacklisting and orders, if any, passed. The Bidders / Bidders those who are blacklisted by any Central / State Government PSU or local government department and autonomous body during last five years are liable to be summarily rejected. Any wrong declaration / concealment shall also result in disqualification of Tender.</p> | Submitted (Yes/No) | |
| 11. | <p>A certified copy of PAN Card.</p> <p>a) PAN No.:</p> | Submitted (Yes/No) | |
| 12. | A certified copy of PAN based GST Registration/Provisional ID Certificate | Submitted (Yes/No) | |
| 13. | Bidders are required to furnish Certified Copies of Income Tax Return filed by them for preceding three Financial Years. In case ITR for immediate preceding financial year is yet not filed, ITR for the financial year previous to the preceding 3 financial years be submitted. | Submitted (Yes/No) | |
| 14. | Latest Documentary proof regarding filing of Goods and Service Tax return with the concerned Authority be submitted. | Submitted (Yes/No) | |
| 15. | Registered under Small Scale Industrial Undertaking & Micro Small and Medium Enterprises (MSME). | Yes/ No Please enclose copy of certificate of registration. | |
| 16. | Bid Security Declaration | Submitted (Yes/No) | |
| 17. | Undertaking for Non- Conflict of Interest | Submitted (Yes/No) | |

Place:
Date:

Signature of the Bidder
With seal capacity in which signing

APPENDIX-III
STAMP PAPER OF Rs. 100/-

AGREEMENT

The Central Railside Warehouse Company Ltd., having agreed to grant the contract of handling of food grains/fertilizers/cement/salt/sugar or any other notified commodities etc, at CRWC, RWC, Gandhidham, Gujarat in response to the submission of online Tender by me/us on..... to the Sr. Manager (Commercial), CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED, Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016.

I/We..... am/are executing this agreement on and hereby confirm that I/We have thoroughly examined and understood the terms and conditions of the invitation of Tender bearing No.CRWC II/CRWCCO/57/2022-COMM/2022-23/1165 dt. 04.10.2022 by Sr. Manager (Commercial), CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED, Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 for appointment of Service Provider in respect of receipts, dispatches, standardization and Ex-godown release etc. and also those of general conditions of contract and its appendices and schedules and agree to abide by them. I/We am/are willingly undertaking the said work consequent on the approval of the Tender given to me/us by the Central Railside Warehouse Company Ltd.,New Delhi at the rates mentioned in the schedule as annexed where to which forms part of this agreement, and as per terms and conditions of the Tender.

I/We assure the said CRWC that I/We will undertake the said work to the best of my/our ability at all stages during tenure of the contract.

The agreement will remain in force for a period of Two (02) years with effect from.....
The contract can be further extended for a period of 3 months or till the new contract is finalized whichever is earlier at the same rates, term and conditions at the discretion of CRWC.

(SERVICE PROVIDER)

For and on behalf of

(Capacity in which signing)
Ltd.,

Central Railside Warehouse Company

Witness:

Witness:

1. _____
Name: _____

1. _____
Name: _____

Address: Designation:

2. _____
Name: _____

2. _____
Name: _____

Address: Designation:

Appendix-IV-B

Name of the bidder.....

ITEM RATES SCHEDULE FOR FOODGRAIN /ANY OTHER NOTIFIED COMMODITIES:

| SOR NO. | Description of Service | Estimated Qty for next two years (in MT) | Rates to be quoted per M.T. |
|----------------|--|---|---|
| 1 (a) | For unloading bags of foodgrain and any other notified commodities from wagons/ rakes/ jumbo rakes / trucks or any other transport vehicle and stacking the bags on the platform/ground if required and then stacking the same in the godowns wherever necessary upto the prescribed height as mentioned in Section-VI-B-1(i) (a). | 260000 | Rs. (Rupees.....only) |
| 1(b) | For taking out the bags of foodgrain and any other notified commodities from the stack and loading them into the parties truck/ wagon for delivery/dispatch as mention in Section-VI-B-1(i) (b). | 260000 | Rs..... (Rupees.....only) |
| 2 (a) | For unloading bags of foodgrain from wagons/trucks or any other transport vehicles and directly loading them into the trucks/wagons as per Section-VI-B- 1(ii) (a). | 260000 | Rs..... (Rupees.....only) |
| 2 (b) | For unloading the bags of foodgrain from wagons/trucks or any other transport vehicles and directly loading them into the trucks/wagons across the warehouse as mentioned in Section-VI-B- 1(ii) (b). | 1 | |
| 3. | Shifting of such quantity of foodgrain and any other notified commodities as may be required day to day by the Terminal Manager from one godown to another godown or from one compartment to another compartment in the same premises as per Section-VI-B-(3). | 1 | Rs..... (Rupees.....only) |
| 4. | For unloading the bags from wagons and stacking at the platform/ ground loading into trucks, transferring to other shed (s), unloading & stacking inside the godown as mentioned in Section-VI-B-(5). | 1 | Rs..... (Rupees.....only) |
| 5. | For supply of Casual Labour as mentioned in Section-VI-B-(4). | Minimum wages as | fixed by appropriate authority in the State. |

- **Estimated Qty of Commodities has been mentioned.**

Note:

- 1) Bidder should not quote such individual items rate due to which the total quoted value exceeds the estimated advertised tender value, failing which the bid is liable to be summarily rejected.
- 2) GST as applicable [(Section-V(17)] shall be payable extra on above quoted rates.
- 3) Currently only 50 kg bags are being handled at the RWC for which rates have been sought.

APPENDIX- IV-C

Name of Bidder _____

ITEM OF SCHEDULE FOR HANDLING OF STOCK AT NON RWC SIDING SIDE OF RWCSIDING WITHIN SAME VICINITY:

| SOR No. | Description of Services | Estimated Qty for next two years (Qty in MT) (Jute/HDPE Bags) | Estimated Qty for next two years (Qty in MT) (Paper Bags) | Rates to be quoted per MT HDPE/Jute bags | Rates to be quoted per MT Paper Bag |
|----------------|--|--|--|---|--|
| 1 (a) | For unloading the bags from wagons /rakes/ jumbo rakes/trucks or any other transport vehicle and stacking the bags on the platform /ground upto the prescribed height as mentioned in Section-VI-B- 1(iii) (a). | 1 | 1 | Rs..... | Rs..... |
| 1 (b) | For taking out the bags from the stacks in the platform/ ground and loading them into the parties truck/ wagon for delivery/ dispatch as mentioned in Section-VI-B-1(iii) (b). | 1 | 1 | Rs..... | Rs..... |
| 2. | For unloading the bags from wagons/ trucks or any other transport vehicles and directly loading them into the parties trucks/ wagons for delivery/ dispatch as mentioned in Section-VI-B-1 (iii) (c). | 1 | 1 | Rs..... | Rs..... |
| 3. (a) | For unloading the bags from wagons and stacking at the platform/ ground loading into trucks, transferring to RWC, unloading & stacking inside RWC godown as mentioned in Section-VI-B-1(iii) (d). | 1 | 1 | Rs..... | Rs..... |
| 3.(b) | For taking out the bags from stacks in the RWC godown and load them into the truck and carry it to non-RWC siding, stacking in the platform/ ground if required and loading into the wagon as mentioned in Section-VI-B-1 (iii)(e) | 1 | 1 | Rs..... | Rs..... |

Note:

- 1) Bidder should not quote such individual items rate due to which the total quoted value exceeds the estimated advertised tender value, failing which the bid is liable to be summarily rejected.
- 2) GST as applicable [(Section-V (17)] shall be payable extra on above quoted rates.
- 3) Currently only 50 kg bags are being handled at the RWC for which rates have been sought.

NOTE FOR APPENDIX IV -A, IV-B & IV - C

1. The loading, unloading of bags/carton includes weighment wherever necessary, for which no separate charges are payable.
2. Stitching of torn/non-standardized bags with stitching machine including twine are to be provided by the Service Provider at his own cost wherever required.
3. No extra remuneration is payable for breaking/weighing and re-stacking of the bags/cartons at the appropriate place for purpose of physical verification.
4. Reconditioning/drying of damaged goods and cleaning, machine filling of the cleaned goods into the bags and stitching the same and stacking up to required height wherever required would be at the cost of the Service Provider.
5. No compensation shall be admissible to the Service Provider on account of non-availability of work sufficient to engage the number of trucks/or any other vehicle/labour specified in any program issued by the CRWC, New Delhi / RWC, Gandhidham, Gujarat or an Officer acting on his behalf.
6. No separate remuneration shall be paid for collecting, bagging and removal or process of waste i.e. chaff etc.
7. No charges other than those mentioned in the schedule of items are payable as other duties, services and operations as mentioned in the Tender terms are auxiliary and/or incidental to the principal services.
8. No extra remuneration will be paid to the Service Provider for supply of fuel as and when required for towing the wagons to/from loading/unloading points. Such charges are inclusive in the remuneration for loading/unloading of wagons.
9. Though it would not be obligatory on the part of CRWC to provide weighing scales/platform scales/stitching machines, yet if it is provided, then the Service Provider shall have to use these first and pay hiring charges @ Rs.400/- per scale per month for 300 Kg weighing scales and Rs.500/- per scales per month for 500 Kgs weighing scales and for stitching machines Rs.150/per machine/month.
10. 25 % extra payment shall be made for loading/ unloading of stocks to/from open wagons/ boxes.
11. Eligibility criteria to find out L-1.

L-1 will be decided on the basis of lowest rate arrived at after assigning weightage on the basis of actual work done under each and every item of SOR of Appendix IV-A, IV-B and IV-C during last two years immediately proceeding to the calendar month of NIT as mentioned in Clause No. L (existing operational RWC).

In case there is more than one Bidder quoting the same rates, due consideration shall be given to financial turnover value as submitted under eligibility criteria for the purpose of selection of L1. In such cases, Tender shall be awarded to the Bidder having higher average financial turnover value of preceding three (03) years for which turnover value has been given in the Tender.

APPENDIX-V**PROFORMA FOR CUSTODY AND INDEMNITY BOND**

Whereas we have agreed to act your Service Provider for storage and handling of food grains/ cement/ fertilizer/salt/ sugar or any other notified commodities to be dispatched to/from received at RWC, Gandhidham from time to time and for their proper storage, handling, safe custody and delivery to your various customers against valid delivery orders pursuant to the Agreement dated (herein after referred to as the said Agreement)

AND WHEREAS we have agreed to execute a Custody and Indemnity Bond in terms of the said Agreement for and in respect of the goods handled by us. We hereby declare and state as under:

1. Now by this custody and Indemnity Bond we hereby agreed and undertake that we shall keep and hold the goods from time to time under the said agreement and keep the same under safe custody at RWC, Gandhidham, Gujarat and on your behalf and as your property in trust for you.
2. We shall be entirely responsible for the safe custody and protection of the said goods materials at our risk till the same are duly delivered/dispatched to your various customers OR as may be directed by you from time to time or any time and shall Indemnify you against any loss, damage, or deterioration suffered by you or shortages whatsoever in respect of said goods from time to time under said Agreement while the same remain in our custody. We further agree that the said goods shall at all time be open to inspection by any person authorized by you.
3. Should any loss or damage or deterioration or shortage occur or refund becomes due and receivable by you, we undertake to compensate or to pay or to refund the amount forthwith on demand, you shall be entitled to recover from us compensation for such loss or damage or deterioration or shortage without prejudice to any other remedies available to you by deduction from any sum which at any time hereinafter may become due to us either under aforesaid Agreement or any other Agreement (s). The amount so claimed by you shall be final and bindings upon us.
4. We further agree an affirm that you shall have the fullest liberty to vary any of the terms and conditions of the said Agreement without affecting any manner whatsoever our obligation under this Bond and we shall not be released from our liabilities under this bond by the exercise of your liberty to vary and/or modify the terms of the said Agreement or by reason of any time being given to us or any other forbearance or indulgence given to us or any other act or omission on your part.
5. We further agree and undertake that we shall not hypothecate and/or change and/or encumber in any manner whatsoever the said goods either in full or in part to any bank or Financial Institution or any Association or any company or firm as a security or otherwise.
6. We further agree and undertake that we shall not suffer any injunction and/or attachment and/or appointment of Receiver in respect of said goods either in full or in part.
7. And we further agree that this Bond shall remain in force till all the obligations under the said Agreement are fulfilled and you expressly discharge this Bond in writing otherwise the same shall remain valid and in full force.

8. This bond shall not be affected to any change in our constitution not shall it be affected by any change in your constitution or by any amalgamation or

Absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

Signed sealed and delivered byfor and on behalf of

M/s.....

WITNESS [In the presence of]

1. SIGNATURE

NAME: ----- .

ADDRESS.....

2. SIGNATURE

NAME:..... ADDRESS..... .

ACCEPTED FOR AND ON BEHALF OF CRWC LTD, DELHI

APPENDIX-VI**Tender Submission Letter**

From:



Affix scanned recent passport size photo

Tel. Phone Nos.....

FAX No.....

E-mail id.....

To

The Sr. Manager (Commercial),

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016.

Dear Sir,

1. I/we submit the Tender for appointment as Service Provider for Loading/Unloading and Handling etc. of stocks at Railside Warehousing Complex RWC, Gandhidham, Gujarat.
2. I/we have thoroughly examined and understood instructions to Bidders, terms and conditions of contract given in the invitation to Tender and those contained in the general conditions of contract and its appendices and schedules and agree to abide by them. I/we offer to work at the rates given in the Schedule of Rates. (Appendix IV-A, IV-B and IV-C).
3. I/we agree to keep the offer open for acceptance upto and inclusive of the date under Section-II, Clause-9 (at page-7- Instruction to Tender) and to further extension of the said date by a fortnight at the discretion of the Sr. Manager-Commercial, CRWC Ltd, Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 / RWC-Gandhidham, Gujarat. I/we shall be bound by communication of acceptance of the offer dispatched within the time and I/we also agree that if the date upto which the offer would remain open, be declared a holiday for the CRWC / RWC, Gandhidham, Gujarat, the offer will remain open for acceptance till the next working day.

4. I/we do hereby declare that entries made in the Tender which includes Sections and Appendices attached therein are true and also that I/we shall be bound by the act of my/our duly constituted Attorney Shri _____ whose signature is appended hereto in the space specified for the purpose and of any other person who in future, may be appointed by me/us instead of him

to carry on the business of the concerned, whether any intimation of such change is given to the CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED, or not.

Signature of Constituted Attorney

Yours faithfully,

(Signature of Bidder)

Capacity in which signed

Dated

Name and Address of Attorney

Signature of Witness with Date Name and Address of Witness

Appendix VII

Format for non-blacklisting certificate:

(To be submitted signed and stamped by authorized person on the letter head of the Bidder)

To

The Sr. Manager (Commercial)
Central Railside Warehouse Company Limited
New Delhi

CERTIFICATE:

This is to certify that _____(Bidder) is / are not blacklisted by any Central/ State Govt., PSU or local self Govt, department and autonomous body during the last five (05) years from the date of NIT. There is no pendency of any court case in respect of our blacklisting and orders, if any passed.

(Sign & Stamp)

M/S _____

Appendix VIII**Format for Turnover certificate:**

(To be submitted signed and stamped by authorized Chartered Accountant on their letter head in respect of those bidders who are not under statutory obligation to get their accounts audited)

To

(Bidder name and address)_____

CERTIFICATE:

This is to certify that annual gross turnover of M/s._____

_____ (Bidder)during Three(03)Financial years is as follows: -

| S. No. | Financial Year | Total Turnover (in Rs. Lakhs) |
|--------|----------------|----------------------------------|
| 1. | | |
| 2. | | |
| 3. | | |

(Sign & Stamp along with the
Membership number of
the Chartered Accountant/firm)

Appendix-IX**FORMAT OF BANK GUARANTEE BOND**

In consideration of the Central Railside Warehouse Company Ltd., New Delhi (hereinafter called the Company) having agreed to exempt M/s _____ [hereinafter called the said Second Party/ Licensee] from the demand, under terms and conditions of an agreement dated _____ made between _____ & _____ for _____ hereinafter called the said agreement of utilizing the RWC facility on H & T/WMS basis for the due fulfillment by the Second Party(s) of the terms & conditions contained in the said agreement on production of Bank Guarantee of Rs. _____ (Rs. _____) we, _____ (herein after referred to as "the Bank") at the request of _____ Second Party(s) do hereby undertake to pay the Company an amount of not exceeding Rs. _____ (Rs _____) against any shortages or loss or damages caused to or suffered or could be caused to or suffered by the Company by reasons of any breach by the Second Party(s) of any of the terms and conditions contained in the said agreement during the facility under use of the Second Party(s).

1. We _____ (indicate the name of Bank) do hereby undertaken to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of shortages or loss or damages caused to or would be caused to or suffered by the Company by reasons of breach by the said Second Party(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this agreement shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
2. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the Second Party(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Second Party(s) shall have no claim against us for making such payment.
3. We _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it should continue to be enforceable till all the dues of the Company under or by virtue of the said agreement has been fully paid & its claim satisfied or discharge or till _____ Company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party(s) and accordingly discharged this Guarantee. Unless a demand or claim on this Guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this Guarantee thereafter.
4. We _____ (indicate the name of Bank) further agree with the Company that the

Company shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation, or extension being granted to said Second Party(s) or for any for forbearance, act or omission on the part of the Company any indulgence by the Company to the said Second Party(s) or by any such matter or thing, whatsoever, which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Second Party(s).
- 6. This Bank Guarantee will remain operative not only for the entire period of the contract but also for a minimum period of one year even after completion/ termination of the contract or till Company certified that the terms and conditions of the said agreement have been fully & properly carried out by the said Second Party(s) so as to satisfy the claims of the Company against the Second Party, if any, for the contract to which the Guarantee relates.
- 7. We _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Company in writing.

Date the _____ day of _____

For _____

(Indicate the name of Bank)

Signature

Name: _____

Stamp of the bank

Appendix - X**PROFORMA FOR INFORMATION OF WORK EXPERIENCE CERTIFICATE TO BE FURNISHED BY THE TENDERER FROM EACH CONCERNED PARTIES.**

“ This is to certify that M/s _____ have worked as our Handling Service Provider at the goods shed / warehouses / ports / logistic hubs for the work of rake handling in the field of fertilizers , foodgrains, cement, sugar, Coarse grains or any other commodity and their performance was found satisfactory. The details of handling/transportation work carried by them are as under:-

| Sl. No | Name of Client/customer served | Nature of the work/contract executed | <u>Contract Start date</u> | <u>Contract completion date</u> <u>(mentioned if work is in progress i.e. running contract)</u> | Product handled | Volume of work handled in MT | Total value of work/contract executed | Remarks |
|-------------|--------------------------------|--------------------------------------|-----------------------------------|--|-----------------|------------------------------|---------------------------------------|---------|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| Grand Total | | | | | | | | |

Date:

Signature:

Name & Designation of signing authority

Seal of the Company/ Organization:

Note: Certificate issued from private Organization shall be supported by TDS certificate.

Appendix –XI

Format of Net Worth Certificate

(To be submitted signed and stamped by authorized Chartered Accountant on their letter head)

To

(Bidder name and address) _____

CERTIFICATE:

This is to certify that the agency has a Net Worth of Rs. _____ (in words.....) as on 31.03.2022.

(Sign & Stamp along with the
Membership number of
the Chartered Accountant/firm)

Appendix –XII

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 CRWC, 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 have 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.

Signature of the bidder : _____

Name of the bidder : _____

(Stamp 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 –XIII

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper is 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 CRWC 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 CRWC 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 executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- **Power of Attorney is to be attested by Notary.**

Appendix-XIV**PRE CONTRACT INTEGRITY PACT****General**

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2021 between on one hand, the Central Railside Warehouse Company Limited (A Govt. of India Enterprise), CRWC, Corporate Office, Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016, acting through **Sr. Manager (Commercial)**, Central Railside Warehouse Company Limited(A Govt. of India Enterprise) (hereinafter called the "COMPANY " which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (Name of the contractor) (hereinafter called TENDERER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the COMPANY proposes to appoint Service Provider for handling of Cement, Food grains & Allied Products i.e. Salt, Fertilizer and other commodities etc. of various depositors/users at RWC, Gandhidham, Gujarat and the TENDERER is willing to execute the items of work /Section as per schedule of work, the work order issued, General conditions of the contract of CRWC and CPWD specifications.

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

NOW, THEREFORE,

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

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

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

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

1. **Commitments of the Company**

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

3. Commitments of TENDERERS

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

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

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

4. Previous Transgression

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

5. Sanctions for Violations

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

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

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

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

6. Fall Clause

The TENDERER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the TENDERER to any other Ministry/Department of the Government of India or a PSU at a

lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the COMPANY , if the contract has already been concluded.

7. Independent Monitor

The names of current an Independent Monitor are under process which will be informed later on. (Here in after referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

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

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

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

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

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

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

The Monitor will submit a written report to the designated Authority of COMPANY WITHIN 8 to 10 weeks from the date of reference or intimation to him by the COMPANY / TENDERER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

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

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

12. The parties hereby sign this Integrity Pact at _____ on _____

COMPANY

SIGNATURE OF TENDERER

Name of the Officer
Designation

Witness:

Witness:

1. _____ 1. _____

2. _____

2. _____

Note: The Pre- Integrity Pact is to be signed from the contractor having value more than Rs. 4.00 cr.

BID SECURITY DECLARATION

We hereby confirm that I/We accept that if I/We withdraw or modify My/Our bids during period of validity etc., I/We would be suspended for five (05) years from the date of NIT by CRWC, without any deviation / exception / comments / assumptions.

Signature of the bidder : _____

Name of the bidder : _____

(Stamp 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-XVI**UNDERTAKING**

To,
 The Sr. Manager (Commercial)
 Central Railside Warehouse Company Limited
 New Delhi

I/WE authorized signatory of M/s (Bidder)
 having its office at do hereby solemnly affirm as under-

1. Our existing operations is not in the conflict with the warehousing business and activities of CRWC, so as to ensure the maximum utilization of RWC.
2. During the currency of H&T contract with CRWC, the I/We M/s **shall not** be permitted to start any warehousing business and activities, in conflict with the warehousing business and activities of CRWC as per clause No. 24 of Section-V.
3. M/s (Bidder) shall not be allowed to use/misuse the railside warehousing facility of CRWC in any manner which comes in conflict with the interest of CRWC.
4. M/s (Bidder) is fully aware to the condition of “Conflict of Interest” Clause and donot fulfil any of the following conditions-
 - a. Bidder/Service provider is also the user of the facility during currency of contract.
 - b. Bidder/service provider (successful bidder to whom the H&T contract has been awarded, as the case may be) **run / propose to run**, a similar line of business as that of CRWC (PFT/warehouse/silo, etc.) in the region within the vicinity of 50km on either side of the RWC.
 - c. Where the bidder/service provider has interest /is the interested party in any entity, **running / propose to run** similar line of business as that of CRWC (PFT, warehouse, silo, etc.) in the region within the vicinity of 50km on either side of the RWC that may exclude or discourage its customer / users from using the RWC Facility. If the bidder/service provider (Proprietor/any partner/any Director/related party) is a Proprietor/ partner/Director/related party in a separate entity, as stated above shall be treated as interested party in that entity.
 - d. Any act of the bidder/service provider leading to conflict of interest with CRWC not covered above.
5. None of the conditions mentioned above are applicable to M/s

6. And in case of any breach of the above conditions, at any stage of operations of the contract or prior to the award of contract during the tender evaluation process, ***“CRWC reserves the right to ignore the tender of a bidder who is in the same line of business, i.e., competing with the CRWC.”*** Such bidder/service provider shall be debarred for next three years from participating in any tender of CRWC. Further, the contract of service provider, if awarded inadvertently, for want of aforesaid information, shall be liable to be terminated and Performance Guarantee / Security Deposit shall also be liable to be forfeited.

Signature of the bidder : _____

Name of the bidder : _____

(Stamp 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.