

C.G. STATE WAREHOUSING CORPORATION

N-3, AVANTI VIHAR, RAIPUR (C.G.)



MODEL TENDER FORM

FOR

**APPOINTMENT OF LOADING / UNLOADING / HANDLING AND
TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS /
GODOWNS / RAILHEADS ETC. OF**

**CHHATTISGARH STATE WAREHOUSING
CORPORATION**

MANAGING DIRECTOR

C.G. STATE WAREHOUSING CORPORATION

N-3, AVANTI VIHAR, RAIPUR, CHHATTISGARH.

Phone NOs : 0771- 4242507, 509

FAX : 0771- 4242555

e-mail:mdcgsWC@gmail.com

NOTICE FOR INVITATION OF E- TENDER

FOR

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

E-Tender N.I.T. No.787 Date . 17-01-14

Main portal: <http://cgeprocurement.gov.in/>
Sub portal: <http://cgswc.cgeprocurement.gov.in/>

Chhattisgarh State Warehousing Corporation, Raipur invites bids from interested Rake Handling and Transportation Contractors through Electronic tendering system for above cited work as per the key dates given in bid document. The tender document consisting of detailed scope of work & other terms and conditions are available on Main / Sub Bid portals mentioned above.

For online bidding, the firm has to register themselves in <https://cgeprocurement.gov.in> portal and can contact Help-desk “ Saket, B 31, opp. Gulab Industries, Shailendra Nagar, Raipur-492 001, Tel. No. 0771-4079400, 4221020-Extension- 413, 414 or through Email ID – raipur@nextenders.com or may also visit the Controller of Certifying Authorities Website (www.cca.gov.in) “ for any clarification for their doubts.

The competent authority of Chhattisgarh State Warehousing Corporation, Raipur, reserves the right to accept / reject any or all bids and / or annul the process anytime without assigning any reasons thereof .

Managing Director

S.No./CGSWC/COMMERCIAL/ H & T / 2013-14 / 787

Raipur Dated 17.01.2014

Copy to: -

1. Manager, C.G. Samvad for publication in 2 National and 02 State level leading News papers.

Managing Director

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

CHHATTISGARH STATE WAREHOUSING CORPORATION**TENDER NOTICE**

Chhattisgarh State Warehousing Corporation invites tenders through e-procurement procedure from the reputed Rake Handling and Transportation Contractors for Appointment of Loading / Unloading / Handling and Transport Contractor at specified Depots / Godowns / Railhead etc. of Chhattisgarh State Warehousing Corporation.

The details related to bid & other schedules etc. are as below:-

Bid inviting Organization & Official Address	Chhattisgarh State Warehousing Corporation Raipur (C.G.) N-3, Avanti Vihar, Near Railway Crossing, Telibandha, Raipur (C.G.), Pin 492001 Phone No: 0771- 4242507, 509 . Fax: 0771- 4242555 email : mdcgswc@gmail.com
Scope of Work in brief	Appointment Of Loading / Unloading / Handling and Transport Contractor At Specified Depots / Godowns / Railheads Etc. Of Chhattisgarh State Warehousing Corporation.
Bid Document	Bid document is available online, which can be downloaded from the Bid portal as per the e-procurement procedure explained in the Bid Document. The addresses of Portal and Sub Portal are given in published NIT and the procedure details are given below. The scanned copies of the requisite Appendix-I and the other needed Documents have to be submitted Online and original documents are to be submitted physically in Envelope No- D (Original Hard Copy of EMD & Notarized Hard Copy of Affidavit). The financial Bid (Envelope NO. -C) needs to be submitted only Online. Note: i) Please refer checklist for clarification of doubts and the inputs for evaluation (Online & Physical). ii) Evaluation of the Tender's is only on the basis of Documents submitted Online and the Physical submission of the Original Hard Copy of EMD and Notarized Affidavit.
Tender Type	Open through e-procurement system.
Bidder Nationality	Indian.
Joint Venture / consortium	Not allowed
E.M.D.	Each tender must be accompanied by an Earnest Money @ 2 % of the value of contract as mentioned in Table No. 01 & 02 for each of the specified Depots / Godowns / Railheads Etc. in the form of D.D ./ F.D.R. / T.D.R. in favour of Managing Director, C.G. State Warehousing Corporation, Raipur payable at Raipur. Scanned copy of the E.M.D. has to be submitted online and original copy should be submitted in physical with envelope- A.
Bid Hash Fees	To be submitted Online @ Rs. 4230.00

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

KEY DATES

Seq. No.	Department Stage	Contractor Stage	Start		Expiry		Remarks
			Date	Time	Date	Time	
1	Release Tender		17-01-14	10.00 am	20-01-14	17.00 pm	
2		Bid Download	20-01-14	17.01 pm	17-02-14	17.00 pm	
3	Pre Bid Conference		31-01-14	11:00 am			Venue :- Head Office CGSWC
4	Release of Amendment		01-02-14	12:00 pm	02-02-14	5:00 pm	
5		Submit Bid Hash on line payment of bid submission fee	20-01-14	17.01 pm	17-02-14	17.00 pm	
6	Close For Bidder (Super Hash)		17-02-14	17.01 pm	18-02-14	17.00 pm	
7		Submit Bids on line (Only with encryption by department pub. Key)	18-02-14	17.01 pm	20-02-14	17.00 pm	
8		Physical Submission of EMD & Affidavit Document	20-01-14	17.00 pm	17-02-14	17.30 pm	
9	Open Envelope A		20-02-14	17.01 pm	24-02-14	17.00 pm	
10	Evaluation of Envelope A		20-02-14	17.01 pm	24-02-14	17.00 pm	
11	Open Envelope B		20-02-14	17.01 pm	24-02-14	17.00 pm	
12	Evaluation of Envelope B		20-02-14	17.01 pm	24-02-14	17.00 pm	
13	Open Price/ financial bid Envelope C		24-02-14	17.01 pm	26-02-14	17.00 pm	
14	Evaluation of Price Envelope C (and information to successful bidders in negotiation)		24-02-14	17.01 pm	26-02-14	17.00 pm	
15		Fill Negotiate Rates (if required)	26-02-14	17.01 pm	26-02-14	17.05 pm	
16	View Item rate Form		26-02-14	17.06 pm	27-02-14	11.00 am	
17	Tender Award		27-02-14	11.01 am	28-02-14	17.00 pm	

Schedule of tender procedure

As per the direction of Chhattisgarh Government, it is for the information of the Bidder interested to participate in bid process, that the whole bid process shall be conducted Online. The bidding firm should follow the formalities to be completed for online bidding. It is pertaining to note that the bid process shall be done through following portals and sub-portals:
<http://cgeprocurement.gov.in>
<http://cgswc.cgeprocurement.gov.in> (sub-portal)

The bidders are advised to read the complete tender document carefully. The Bidders need to pay the bid Submission Fee of Rs. 4230, Online only at the time of Bid-Hash submission, as per the Key dates (Tender Schedule) given in the Tender document. The bidders shall make the relevant payment using the payment option available Online. To know the latest available

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<p>Procedure of e-procurement bidding</p>	<p>payment options, bidders may visit “List of Payments accepted Online” Section on home page of http://cgeprocurement.gov.in. The Bidders intending to participate in this Bid Process are required to get registered / enrolled on the e-Procurement website. Registration / Enrolment on the e-Procurement website is mandatory.</p> <p>As the online Bids/ Templates are required to be digitally signed, bidders are required to obtain Class – II Digital Signature Certificates (DSCs). The Bidders may contact the e-Procurement Support Centre for getting information on acquiring a Digital Signature Certificate at "Saket", B- 31, Opposite Gulab Industries, Shailendra Nagar, Raipur – 492 001, Tel. No. 0771-4079400, 4221020 or through Email ID – raipur@nextenders.com or may also visit the Controller of Certifying Authorities website (www.cca.gov.in).</p> <p>The Bidders are also advised to get themselves trained on the operations of the e- Procurement System. Bidders may get in touch with the Service Provider / e-Procurement Support Centre of the e-Procurement System at the above address.</p> <p>The bidder shall submit one sealed Outer Envelope ‘ D ’ containing separate sealed envelopes super-scribing Envelope ‘A’ containing hard copy of original EMD & Envelope ‘B’ containing only original copy of Affidavit as mentioned in Appendix -02 respectively of this bid document.</p> <p>Physical Submission: It is important to note that the scanned copy of EMD and all the Documents mentioned in Appendix-I (Please refer Check List) should be submitted online and the hard copy of EMD in original as well as Affidavit as given in Appendix-II had to be submitted physically Super scribed on the Envelope as ‘A’ & ‘B’ and kept in a separate Envelope- D and should ensure that the Physical Submission of Envelope- D is to be done on time. In case the documents / bid are not submitted either online or physically the same bid shall be treated as non-responsive and summarily be rejected.</p> <p>It is to be noted that the Financial Bid (Envelope - C) should only be submitted On line and the Bidder should not submit the Financial bid physically nor disclose his rates before finalisation of the Tender enquiry.</p> <p>The outer sealed Envelope ‘D’ containing two sealed Envelopes (Envelope A & Envelope B) as mentioned above should be submitted to C.G State Warehousing Corporation at the address given below :- The Managing Director, Chhattisgarh State Warehousing Corporation, N-3, Avanti Vihar, Near Railway crossing, Telibanda, Raipur, Chhattisgarh -492001 Tel. No.: 0771- 4242507, 4242509 Fax No.: 0771- 4242555 E-mail ID: mdcgswc@gmail.com</p>
<p>Bid validity</p>	<p>Can be extended for 30 days at the discretion of Managing Director, C.G. State Warehousing Corporation.</p>
<p>Declaration</p>	<p>The Bidder should disclose that His Firm / Company has not been Blacklisted in the last 5 years by any of the State / Central Government Department including the Forfeiture of Earnest Money Deposit / Security Deposit or adjusted in any form against any compensation payable during the last 5 years. Also the Bidder has to submit duly filled and Notarized Affidavit the proforma of which is given in Appendix - II and has to be kept in Envelope B.</p>
<p>Eligibility Criteria</p>	<p>All reputed Rake Handling and Transportation Contractors who wish to participate and qualifying all the eligibility criteria as given in the tender Document are eligible to apply..</p>
<p>OTHER NOTES :</p>	<p>1. The bidder should note that the e-procurement procedure should be strictly followed. Scanned copies of EMD and all the Documents mentioned in Appendix- 01 have to be send Online. The original Hard copy of EMD should be kept in Envelope- A and the</p>

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	<p>original Affidavit as per the proforma provided in Appendix-02 should be kept in Envelope- B and each Envelope 'A & B' should be duly sealed separately and to be put in to a bigger Envelope 'D' duly sealed and submitted physically on time at the provided address.</p> <p>2. The Financial Bid ie. Envelope-C has to be quoted Online. It is to be noted that Financial Bid should not be submitted physically.</p> <p>3 It is pertaining to note that the Evaluation Committee will download all the scanned copies of EMD and other Documents provided in Appendix-01 on the scheduled date given in key dates and shall be evaluated with the physically submitted original Hard copy of EMD and Affidavit. After declaration of qualified bidders the Financial Bid of only qualified bidders shall be downloaded and evaluated and the successful Bidder will be decided according to the lowest quoted rates. The physical submission can be done by speed post / registered post or in person on above mentioned address within the stipulated date and time.</p>
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	<p>For the convenience of the Tenderer Check List is enclosed which should be adhered to strictly by the Tenderer.</p> <p style="text-align: center;"><u>CHECK LIST FOR ASSISTANCE TO THE TENDERERS</u></p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;"><u>Sl. No.</u></th> <th style="text-align: center;"><u>Documents</u></th> <th style="text-align: center;"><u>Mode of Sending</u></th> <th style="text-align: center;"><u>Envelope No.</u></th> </tr> </thead> <tbody> <tr> <td rowspan="2" style="text-align: center;">1</td> <td rowspan="2" style="text-align: center;">Earnest Money Deposit</td> <td style="text-align: center;">On-Line</td> <td style="text-align: center;">A</td> </tr> <tr> <td style="text-align: center;">Physical</td> <td style="text-align: center;">A</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Appendix - I</td> <td style="text-align: center;">On-Line</td> <td style="text-align: center;">B</td> </tr> <tr> <td style="text-align: center;">(i)</td> <td style="text-align: center;">Forwarding Letter. 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	f)	Copy of EPF Code Number and Proof of Deposit of EPF for the relevant Experience period, if applicable	On-Line	B
	g)	Copy of Service Tax Registration No.	On-Line	
	h)	ESIC Code issued by the Concerned Department.		
	4.	Affidavit [Appendix-II]	Physical	B
	5.	Financial Bid	On-Line	C

**Managing Director
C.G. State Warehousing Corporation**

C.G. STATE WAREHOUSING CORPORATION**Table - 01****LIST OF CENTRES****(Online Financial Bids have to be quoted in % above or below the Schedule of Rates)**

S.No.	Location	District	Type of Work	Approximated Storage capacity. (M.T)	Approximated value of work.	EMD Value
1	Abhanpur	Raipur	Godown Handling	20000	50,00,000	1,00,000
2	Dhamtari	Dhamtari	-do-	61000	1,00,00,000	2,00,000
3	Chittoud	Durg	-do-	33000	1,25,00,000	2,50,000
4	Basana	Mahasamund	-do-	40000	80,00,000	1,60,000
5	Saraypali	Mahasamund	-do-	35000	50,00,000	1,00,000
6	Kurud	Dhamtari	-do-	25000	1,00,00,000	2,00,000
7	Rajim	Gariabandh	-do-	25000	50,00,000	1,00,000
8	Ambikapur	Sarguja	-do-	20000	50,00,000	1,00,000
9	Pithoura	Mahasamund	-do-	15000	25,00,000	50,000
10	Janjgir-01& 02	Janjgir	-do-	33000	1,00,00,000	2,00,000
11	Balod	Balod	Railway Handling,, Godown Handling, & Transportation	25000	75,00,000	1,50,000
12	Borai	Durg	-do-	40000	1,00,00,000	2,00,000
13	Loharsingh-1	Raigarh	-do-	25000	3,00,00,000	6,00,000
14	Loharsingh-2	Raigarh	-do-	25000	1,75,00,000	3,50,000
15	Durg	Durg	-do-	40000	1,25,00,000	2,50,000
16	Bilaspur	Bilaspur	-do-	20000	80,00,000	1,60,000
17	Akaltara-1	Janjgir	-do-	20000	1,50,00,000	3,00,000
18	Akaltara-2	Janjgir	-do-	21000	1,50,00,000	3,00,000
19	Bilha	Bilaspur	-do-	7000	50,00,000	1,00,000
20	Jagdapur (Ghatlonga)	Jagdapur	-do-	15000	1,50,00,000	3,00,000
21	Baradwar	Janjgir	-do-	15000	1,00,00,000	2,00,000
22	Bishrampur	Surajpur	-do-	15000	1,00,00,000	2,00,000
23	Rajnandgaon	Rajnandgaon	-do-	36000	1,75,00,000	3,50,000
24	Sakti	Janjgir	-do-	20000	75,00,000	1,50,000
25	Kharsia	Raigarh	-do-	35000	1,75,00,000	3,50,000
26	Tilda	Raipur	-do-	21000	1,00,00,000	2,00,000
27	Bagbaha	Mahasamund	-do-	20000	1,50,00,000	3,00,000
28	Mahasamund	Mahasamund	-do-	25000	2,25,00,000	4,50,000
29	Jagdapur	Jagdapur	-do-	20000	50,00,000	1,00,000
30	Bhilai Karanja (Durg)	Durg	-do-	21600	1,25,00,000	2,50,000
31	Janjgir-01& 02	Janjgir	Railway Handling, & Transportation	33000	50,00,000	1,00,000

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C.G. STATE WAREHOUSING CORPORATION**Table - 02****LIST OF CENTRES****(Online Financial Bids have to be submitted on Flat Rates ie. Rs / MT / Km)**

S.No.	Location		District	Type of Work	Approximated Storage capacity.	Approximated Work value	EMD Value
	From	To Rake Point					
1	Janjgir 01 & 02.	Akaltara	Naila Janjgir	Railway Handling & Transportation	33000	1,00,00,000	2,00,000
2	Janjgir 01 & 02.	Baradwar	Naila Janjgir	-do-	33000	75,00,000	1,50,000

Managing Director
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PREAMBLE

INTRODUCTION

- Chhattisgarh State Warehousing Corporation was established in the year 2002 under Agriculture Produce (Development and Warehousing) Act 1956 with 50% shareholdings of Central Warehousing Corporation and 50% share of State Government. Later on it was repealed by Warehousing Corporation Act 1962.
- C.G. State Warehousing Corporation is an autonomous body engaged in scientific storage of agriculture and associated produce in the State.
- Due to its location and well connected Rail Network and Fourteen Inter State highways passing through it, it is a prospective hub for storage of Food grain, Consumer and Industrial goods.
- The Corporation intends to appoint loading / unloading / handling and transport contractor at specified depots / godowns / railheads etc. of Chhattisgarh State Warehousing Corporation.
- The business obligations of the Corporation require Loading / Unloading / Handling and Transportation solutions and therefore it has decided for appointment of Loading / Unloading / Handling and Transportation Contractors at selected places of Chhattisgarh having predominantly reservation of Food Corporation Of India.
- The work is to be carried out strictly as described in detail in the Tender Document.
- The Corporation has decided to invite online bids from eligible bidders for the same for a period of Two years which can be extended for a further period of Six Months exclusively at the discretion of Managing Director, Chhattisgarh State Warehousing Corporation.
- Keeping in view the Centres and the nature of work to be undertaken, the Corporation has categorized the work according to the distance parametre and the rates have to be quoted on Over and below the % SOR rates (Table No-01) and on Flat rates as Rs / Mt / Km. (Table no- 02).
- Besides the capacity and capability, the Contractor needs to display maturity, sagacity and understanding of business to be carried out. Understanding of all regulatory & mandatory compliances is therefore essential.
- The criteria that can help the Corporation to ensure the entry of serious, mature and capable Contractors are the past experience and Work delivery capacity. Accordingly, the eligibility criteria in the Bid Document have been made so that the Corporation can expect a “fail-safe” delivery from the finally selected bidder (s).
- This tender is a two-step tender. In the first step only EMD & Technical – Bids will be opened and examined according to the tender conditions. Financial bid of only those bidders will be opened if they

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qualify the eligibility criteria of the Technical Bid. The venue and date of opening the Financial Bid shall be as per Key Dates.

SCHEDULE FOR TENDER

a)	Address for Downloading of Tender Document and Online Submission:-	Tender Document can be download from web site Main Portal : http://cgeprocurement.gov.in/ Sub Portal http://cgswc.cgeprocurement.gov.in/
b)	Place of opening of Technical Bid:-	Chhattisgarh State Warehousing Corporation,N-3 Avanti Vihar, Raipur, Chhattisgarh.
c)	Date till which the Bid to remain valid	30 days from the scheduled date of submission of the Bid.

Note:

- **Earnest Money and Documents given in Appendix-01 including other Documents required as per the Check List** should be submitted online through (e-procurement Tender System) and the original Hard copy of EMD should be kept in Envelope, super scribing Envelope “A” and the original copy of Affidavit should be kept in Envelope ,super scribing Envelope “B” and should be submitted by Regd. Post / Speed Post or in person on above address within the prescribed time limit.
- FINANCIAL Bid Should be submitted only online through (e-procurement Tender System) as Envelope "C" .
- As per pre-Qualification System **Envelope “A”** EMD (D.D ./ B.C ./ FDR / TDR) will be evaluated first and if EMD is found as per requirements then **Envelope “B”** containing Notarized Affidavit will be evaluated accordingly. If EMD is not found as per the Requirement then Envelope “B” will not be opened.
- After opening Envelop “A” and “B” Qualified / Disqualified list will be prepared and the same will be notified.
- Only qualified bidders financial Bid will be opened and considered. Disqualified bidders Financial Bid will not be opened and the same will be rejected.
- Incomplete documents shall be summarily rejected. Please refer the Check List provided before to ensure the bare essentials of the Tender Enquiry. All the documents mentioned are compulsory and the mode of sending these Documents ie. Online & Physical should be strictly adhered to be considered for the Tender Enquiry.
- If the Office of Corporation happens to be closed on the scheduled day of receipt of bids / opening of the Technical bid / Financial bids, the Bids will be received or opened as the case may be on the next working day at the same time and at the same venue.

Managing Director

C.G. State Warehousing Corporation

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

C.G. STATE WAREHOUSING CORPORATION

INVITATION OF TENDER

- 2.1** Chhattisgarh State Warehousing Corporation invites tenders through e-procurement procedure from the reputed Rake Handling and Transportation Contractors for Appointment of Loading / Unloading / Handling and Transport Contractor at specified Depots / Godowns / Railhead etc. of Chhattisgarh State Warehousing Corporation for a duration of 2 Years from the day of issuing the Work Orders which can be further extendable for a period of 6 Months as per the detailed Scope Of Work encrypted in the Bid document.
- 2.1.1** The reputed Rake Handling and Transportation Contractors qualifying all the eligibility criteria, as found in the tender Document can participate in the Tender enquiry.
- 2.1.2** The e-procurement procedure & key dates are to be strictly followed by the bidders. All documents / instruments and Financial Bids as explained before are to be submitted online and the Hard copies of original EMD and Notarized Affidavit should be sealed in respective envelope 'A & B' and sealed separately in large Envelope D and has to be submitted physically by speed post / registered post or by hand on stipulated Venue , Date and Time as mentioned in the Key dates.
- 2.2 PRE BID CONFERENCE:-**
The reputed Contractors who have downloaded the bid document till due date, can attend pre bid conference on scheduled date & time given in key dates. The queries & suggestion, which the bidders desires to discuss & present before the bidding authority can do so on the day of pre bid conference. No such query or suggestion submitted after the pre bid conference shall be entertained. It is pertaining to note that the C.G. State Warehousing Corporation reserves its right to consider or reject any or all queries / request done on the day of pre-bid conference. However if required the amendment or clarification on bid document, if felt essential after hearing the queries & suggestion shall be incorporated and notified online, which shall be the part of the bid document for further bid process. Individual intimation will not be done by the Corporation in this regard. The Pre Bid Conference has been scheduled on 31-01-14 sharply at 11.00 Am in the Head Office of the Corporation at the address provided in the Tender Document.
- 2.3 Procedure of Bid Evaluation:-**
- 2.3.1** The bidding Contractors shall submit their bid as per the terms & conditions given in this document online as per the key dates mentioned in the document. The physical submission of the original copy of EMD and Notarized Affidavit has to be done simultaneously within Schedule date.
- 2.3.2** The tender documents can be downloaded by the interested bidding firm from bid portal after following the formalities as detailed in e-procurement procedure given in tender document strictly adhering to the key dates.
- 2.3.3** The documents as enclosed Online shall be downloaded from the Bid portal and shall be matched with the physically submitted Hard copy of EMD as kept in Envelope – A on due date in presences of the interested participant bidders. If the document are found proper in Envelope "A", i.e. E.M.D. instrument of requisite amount, then the other scanned document of Appendix-1 will be evaluated with the Original Hard copy of Notarized Affidavit as found in Envelope – B submitted physically and the evaluation committee will scrutinize the successful pre-qualified Bidders in presence of the interesting participant Bidders.

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

- 2.3.4** Those bidding firms, found to be qualified in pre-qualification on the basis of documents submitted Online and Physically, shall be notified and the Financial Bid submitted online shall be opened and the successful bidder of each and every Centre is declared.
- 2.3.5** The competent authority of C.G State Warehousing Corporation reserves the right to qualify / disqualify any or all bidder without assigning any reason whatsoever. The bidder, who have been declared disqualified shall not have any claim, whatsoever, and the C.G State Warehousing Corporation shall return the E.M.D. submitted by them after successful completion of the tender process.
- 2.4** The Appointment of the Loading / Unloading / Handling and Transport Contractor at Depots / Godowns / RailHeads etc of Chhattisgarh State Warehousing Corporation as detailed in this tender shall be carried out in accordance with the specifications provided in this Tender document.
- 2.5** The physical submission on and before schedule date is essential & if not submitted the bid shall be treated as **non-responsive**, and shall summarily be rejected. Similarly if E.M.D. in original instruments is not found physically in envelope – A, may lead to rejection of whole bid, for which the bidding firm shall be sole responsible. No claim of any type shall be entertained, what so ever.
- 2.6** Bid shall remain valid for a period of 30 days from the last date of Bid submission and the Corporation may extend the period of its validity if needed. The refusal of the Bidder to extend the validity period will entail forfeiture of his EMD.
- 2.7** Submission of any additional document shall not be allowed after the submission of bid up to the due date.
- 2.8** In addition to the EMD deposited by the successful Tenderer (to whom the work will be awarded) Security Deposit has to be deposited by the Tenderer prior to undergoing agreement and the same will be released by the Corporation only after successful completion of the entire works including extension period under this contract as mentioned in Tender documents. Security Deposit will be deducted from the Bills and will be returned after successful completion of the Contract period. No interest will be paid by the Corporation on the Earnest Money, Security Deposit and Additional Security Deposit to the Bidding / Contractors .
- 2.9 Execution of Contract Agreement:**
The successful Tenderer shall ensure to enter into a formal agreement with the C.G. State Warehousing Corporation within 15 days of issue of award letter in the prescribed format given in document, on non-judicial stamp paper of appropriate value.
- 2.10 Offers, which are Pre-Conditional shall be treated as incomplete / invalid.**
- 2.11** C.G. State Warehousing Corporation reserves the rights to get verify the credentials and the documents submitted by the Tenderers along with the tender during evaluation of the Bids or before issue of Work order.
- 2.12 Quoting of Rates in Financial Bids:** The Tenderer should quote rates including all taxes, duties, Cess etc.

- 2.13 Service Tax :** The Service Tax is exclusive of the rates quoted by the Contractor and has to be paid by the Contractor as per the latest Service Tax Laws governing the period.
- 2.14 EPF Code :** The Tenderer should have valid EPF code issued by the concerned Department. The Tenderers do not having the valid EPF code are not eligible to participate in the Tender Enquiry.
- 2.15** The Contractor have to submit the Bills well in time and the Corporation will only reimburse back the dues after it is reimbursed to the Corporation by Food Corporation of India.
- 2.16** The Contractor has to follow all the Labour Laws issued by the Department from time to time including the payment of Piece Rated Workers and Time Rated Workers. The violation of the Labour Laws will not be entertained by CGSWC at all and the Contractor has to fully abide by it.
- 2.17** The Contractor has to arrange adequate Labours for the Rake handling and all the other related activities. No Demurrage will be beared by the Chhattisgarh State Warehousing Corporation for the delay in the operations and it is the full responsibility of the Contractor in the case of delay.
- 2.18** The Contractor has to fully acquaint himself of the availability and the location of the Weighbridges from the Centre. In case of non availability of the Weighbridge at the Centre, the Corporation will select the Private Weighbridge and the charges incurred for the additional distance covered by the vehicles / trucks will not be beared by the Corporation.
- 2.19** The Contractor has to fully abide by all the instructions given in the Tender Documents. The violations so done by the Contractor will be dealt with strictly and will be penalized by the Corporation.
- 2.20** The modifications done in the Tender Documents, including rectification of Clerical Errors will be a part of the Tender Documents and has to be fully abide by the Contractor.

**Managing Director
C.G. State Warehousing Corporation**

**CHHATTISGARH STATE WAREHOUSING
CORPORATION**

**APPOINTMENT
OF
LOADING / UNLOADING / HANDLING
AND
TRANSPORT CONTRACTOR AT SPECIFIED
DEPOTS / GODOWNS / RAILHEADS
ETC. OF
CHHATTISGARH STATE WAREHOUSING
CORPORATION.**

PART - A

TECHNICAL BID

GENERAL INFORMATION TO TENDERERS**1. PLACE OF OPERATION:**

The place of operation shall mean and include the existing godowns including :

- 1) The godowns served by Railway siding capacity,
- 2) The godowns situated at a considerable distance from the Railway siding in the same premises requiring the use of Trucks for carrying the Bags and
- 3) The godowns served by Railway Station / Goods shed.
- 4) The godowns expected to be constructed / acquired during the proposed contract period.

The proposed godowns include both Own and Hired godowns which are in the direct control of the Chhattisgarh State Warehousing Corporation and used exclusively for the storage of Food Grains of Food Corporation Of India and is not limited to the additional godowns getting added via newer construction of godowns during the proposed contract period.

NOTE:

1. Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period the description of which is given in the tender, the Corporation may, during the currency of the contract, takeover / acquire / construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of those, the description of which is given in these documents or out of those, which are constructed / acquired later during the pendency of the contract. In such an event the contract shall not be rendered invalid and the contractor shall be bound to perform all the services / duties and execute all the work as per terms and conditions and rates of the contract and they shall not be entitled to make any claim whatsoever against the Corporation for compensation/revision of rates or otherwise due to increase/decrease in the number of godowns or the storage capacity of the godowns.
2. Weight of the stocks may be required to be physically verified.
3. Non-standard bags on receipt will be weighed cent percent while standard bags may be weighed 10 per cent.
4. Non-standard bags may be required to be standardized in the godowns.
5. The particulars given above are intended merely to help the tenderers to form their own idea of the approximate quantum of work involved in this contract. The tenderers must acquaint themselves fully with the size and location of godowns vis-à-vis loading / unloading points. They are warned not to rely on the particulars given in the notes above.

No guarantee is given that all the items of work shown above will be required to be performed. The successful tenderers shall be bound to execute all works as required under the terms of contract and shall not be entitled to make any claim whatsoever against the Corporation for compensation, revision of rates or otherwise on the basis of particulars referred to above.

2. A. OBJECT TO THE CONTRACT :

The contractor shall render all or any of the services given in Tender document as and when necessary as directed from time to time by the M.D, CGSWC or an Officer acting on his behalf together with such additional, ancillary and incidental, duties, services and operations as may be instructed by the M.D, CGSWC or an officer acting on his behalf and as are not inconsistent with terms and conditions of this contract.

B. BRIEF DESCRIPTION OF WORK :

- (I) Unloading / Loading of foodgrain bags from / into railway wagons, trucks, vehicles / carts etc., stacking the foodgrains in bags, bagging, rebagging wherever / whenever necessary, weighment, standardization, cleaning of foodgrains, etc., and transporting of foodgrains from Railway Good shed / Siding to Corporation Godowns or vice-versa or transporting them from any place to any other place in & around the designated Warehouse. (elaborate description of service given in CL.XIX of Annexure-I, Terms & Conditions)
- (II) The tenderers must get themselves fully acquainted with the size and location of godowns vis- a- vis loading / unloading points before submission of tender and rates quoted by them for loading into / unloading from trucks / wagons shall be deemed to have been done after such acquaintance. Once a tender is submitted by a Tenderer, he shall be deemed to have fully acquainted himself with the size and location of godowns vis a vis loading / unloading points and he shall not be entitled to any compensation arising out of any discrepancy in the size and location of godowns / group of godowns found later on, or on the ground that the workers employed by him are demanding higher rates of wages or lead involved in certain operation(s) is more or the bags to be handled are heavier.

The services required to be performed under the contract have been categorized in two parts, viz. **Part I - Receipts / Dispatch Deliveries and Part II other services**. Based on the local market trend and other relevant factors, the Corporation have prescribed rates for each of the service described in each Part which are shown in the PRICE BID (Schedule of Rates) for services annexed to the form of Tender. Tenderers are required to quote for all the services covered by the two parts detailed in CL. XIX of the Annexure-I containing the terms and conditions in the tender form annexed as PRICE BID and to indicate if they offer to work on the basis of the rates shown in the schedule of rates for services or offer a uniform percentage of reduction or enhancement, as the case may be, in the rates mentioned in the said Schedule of Rates.

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

C. VOLUME OF WORK :

No definite volume of work to be performed can be guaranteed during the currency of the contract. However, some items of General Information are given in Annexure of the tender. The particulars given in the Annexure are intended merely to give the tenderers an idea of the approximate quantum of work, so as to help in making their own assessment for

quoting the rate in accordance with the conditions of the contract. It should be clearly understood that No guarantee is given that all the items of work as shown in the annexure to tender will be required to be performed.

The contract, if any, which may arise from this tender shall be governed by the terms and conditions of contract as contained in the Invitation / **General information / Instructions to the Tenderer** and as given in the **Annexure** and **Appendices** to this tender.

3. QUALIFICATION CONDITIONS FOR TENDER:

- (I) Tenderer should have experience of Rake Handling and / or Transportation duly obtained from Manufacturer / PSU / Govt. Department / Public Ltd. Company / Private Limited Company dealing in the field of Fertilizer, Food grains, Cement, Sugar, Coarse grains or any other commodity. Tenderer should have executed in any of the immediate preceding five years the work of value:
- (a) At least 25% of the estimated value of the contract to be awarded, in one single contract:
OR
- (b) 50% of the estimated value of the contract to be awarded, in different contracts.
- (II) Experience Certificate in the Proforma prescribed at Appendix-1(v) shall be produced from customers stating proof of satisfactory execution and completion of the contract(s) besides duly certifying nature, period of contract, and value of work handled.
- (III) Where the estimated contract value of Handling & Transport Contract is less than Rupees Five Crores, Tenderer without the requisite experience as mentioned above may also participate subject to providing an undertaking that an additional Performance Guarantee in the form of Bank Guarantee of 10% of the Contract Value from any scheduled Public Sector Bank will be given, if selected. The format of the Bank Guarantee to be provided in such cases is at Appendix-1(iv).
- (IV) If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the contract.

Note: The year for the purpose of Experience will be taken as financial year (1st April to 31st March) excluding the financial year in which tender enquiry is floated.

4. DISQUALIFICATION CONDITIONS.

- (I) Tenderers who have been blacklisted or otherwise debarred by CGSWC or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting / debarment, whichever is earlier.
- (II) Any Tenderer whose contract with the Chhattisgarh State Warehousing Corporation or any department of Central or State Government or any other Public Sector Undertaking has been

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terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.

- (III) Tenderer whose Earnest Money Deposit and / or Security Deposit has been forfeited by CGSWC or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- (IV) If the proprietor / any of the partners of the Tenderer firm / any of the Director of the Tenderer Company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
- (v) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tenderer disqualified.
- (VI) A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.

5. INSTRUCTIONS FOR SUBMITTING TENDER:

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

- (a) The Tenderer must send the scanned copy of EMD online. The tenderer needs to fill up and sign the forwarding letter in the format given in Appendix- I(i) and also furnish full, precise and accurate details in respect of information asked for in Appendix- 1 (ii,iii,iv & v) attached to the form of tender and send the scanned copies only Online. No physical submission of these scanned copies needs submission physically except original Hard copy of EMD and Notarized Affidavit provided in Appendix - 2 in Envelope A and B. Financial Bid has to be submitted only Online.
- (b) **Signing of Tender**
 - (i) Person or Person(s) signing the tender shall state in what capacity he is, or they are, signing the tender, e.g., as sole proprietor of the firm, or as a Secretary / Manager/ Director etc., of a Limited company or as a partner of a partnership firm. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered partnership deed should be furnished along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the company authorizing the person signing the tender to do so on behalf of the company shall be attached to the tender along with a copy of the Memorandum & Articles of Association of the Company.
 - (ii) The person signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm or Cooperative Society shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the contract. If

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the person so signing the tender fails to produce the said Power of Attorney, his tender shall be summarily rejected without prejudice to any other Rights of the Corporation under the law and the Earnest Money Deposit paid by him / her shall be forfeited.

- (iii) The Power Of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of Proprietary Concern, and by the person who by his signature can bind the company in the case of a limited Company.
- (iv) The entire tender document must be fully read and clearly understood before submitting the tender and has to be signed only by the authorized person.

6. EARNEST MONEY:

- (i) Each tender must be accompanied by an Earnest Money @ 2% value of contract amounting Rs.....(Rupees.....) as mentioned in the tables - 01 & 02 in the form of D.D / Pay order issued by a Scheduled Bank or through Electronic Clearing System (ECS) / Other Electronic Means in favour of the Managing Director, CGSWC.

The Tenderer shall be permitted to bid on the express condition that in case he resoles, or modifies his offer or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, or any of the information furnished by him/her is found to be incorrect or false, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the Contract and Law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal / modification etc. besides forfeiture of EMD. He will also be debarred from participating in any other Tender Enquiry with CGSWC for a period of five years.

Note: If the Tenderer chooses the submission of EMD through ECS gateway, then the counterfolio of the receipt along with UTR (Unit Transaction Receipt No.) has to be provided within Envelope- A. The evaluation committee will confirm the deposited amount in the Accounts of the Corporation and it is the Wholesale responsibility of the Contractor to confirm transfer of the EMD amount in the provided Account No. of the Corporation or else his tender will be duly rejected.

Account particulars of the Corporation is as below:

**Chhattisgarh State Warehousing Corporation
State Bank of India, New Shanti Nagar Branch, Raipur
Account Number:10167170183 , Code Number: SBIN0007237.**

- (ii) The Earnest Money will be returned to all unsuccessful Tenderers with in a period of 15 days from the date of disqualification in the case of all Tenderers whose Technical Bids are disqualified, and within a period of 30 days from the date of issue of the acceptance letter in the case of all other Tenderers and to a successful Tenderer after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. No interest shall be payable on Earnest Money, in any case.

7. SECURITY DEPOSIT:

- (i) The successful Tenderer shall furnish, within fifteen working days of acceptance of his tender, a Security Deposit for the due performance of his obligations under the contract.
The Security Deposit shall consist of the following :-
- (a) A sum equivalent to 5% of the value of the Contract in the form of Demand Draft or Pay Order issued by any Scheduled Bank or through Electronics Clearing System (ECS) / other Electronic Means in favour of the Managing Director, CGSWC. The Contractor at his option may deposit 50 (fifty) percent of this amount within fifteen working days of acceptance of his tender while the balance 50 (fifty) percent may be paid by the Contractor by deductions at the rate of 10 (ten) per cent from the admitted bills. The Security Deposit shall not earn any interest. The bank account of CGSWC is provided as earlier.
- (b) Another sum equivalent to 10% of the value of contract, in the form of an irrevocable and unconditional Bank Guarantee issued by any Scheduled Public Sector Bank in the format prescribed in Appendix-1(iii) which shall be enforceable till Six months after the expiry of the contract period. [To be submitted during the Award Of Contract]
- (c) If applicable, an additional sum equivalent to 10% of the value of the contract (in addition to a & b above), in terms of an undertaking provided by the Tenderer for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by any Scheduled Public Sector Banks in the format prescribed in Appendix-1(iv) which shall be enforceable till Six months after the expiry of the contract period. [Only if Applicable]
- (ii) In case of failure of Tenderer to deposit the Security Deposit within 15 working days of acceptance of his tender, further extension of 7 working days can be given by Managing Director, CGSWC subject to levy of penalty @ 1% of Security Deposit.
- (iii) The Security Deposit furnished by the Tenderer will be subject to the Terms And Conditions given in the Tender and the Corporation will not be liable for payment of any interest on the Security Deposit.
- (iv) In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date including extension period, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the Contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The Contractor will also be debarred from participating in any future tenders of the Corporation for a period of five years.. After the completion of prescribed period of five years, the party may be allowed to participate in the future tenders of CGSWC provided all the recoveries / dues have been effected by the Corporation and there is No dispute pending with the Contractor / party.
- v) If the successful Tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this tender and a fresh Security Deposit will be required

8. SUBMISSION OF TENDER:

(a) The tender shall be submitted in the following manner :-

ENVELOPE NO. A- Scanned copies of the Earnest Money Deposit should be submitted Online and the original copy of the Earnest Money Deposit should be submitted physically as hard copy in the Envelope marked "A". The EMD should be in the form of Bankers Cheque / Demand Draft / F.D.R / T.D.R in favour of Managing Director, C.G. State Warehousing Corporation, Raipur. The name of the Centre and nature of Work should be superscribed on the cover.

Any certificate, which purports to exempt the Bidder from payment of EMD, will not be accepted.

The Managing Director shall summarily reject any Bid not accompanied by an acceptable EMD in the manner stated above as non-responsive bid and the other unopened Envelopes shall be returned to the Bidder, without entertaining any correspondence whatsoever.

ENVELOPE NO. B- The Technical and Commercial details of the Tenderer as provided in Appendix No.- I (i to v) and the other needed Documents should be submitted online. Appendix No-I(iii) has to be provided by only the successful Tenderers during the award of Contract and Appendix No I(iv) is needed to be submitted only when Applicable. The Hard copy of Notarized Affidavit as provided in Appendix-II(i) should only be send physically keeping in the Envelope marked "B". Name of the Centre and Nature of Work should be superscribed on the cover.

ENVELOPE NO. C- The Financial Bid has to be submitted only Online within the prescribed time limit. No manual submission of Financial Bid is needed. The rates quoted in any other form and in any other places rather than the provided Template for Financial Bid will not be entertained at all.

The Tenderer shall quote one uniform percentage below or above the Schedule Of Rates for the tendered work for the distance within 20 kilometre for the Centres provided in Table-01 and the Tenderer wishing to Bid for the Centres having distance beyond 20 Kilometre as provided in Table - 02, the rates have to be quoted on Flat Rates as Rs / MT / Km.

Note: The Templates for Financial Bid is available Online and the Tenderer doesn't have the liberty to quote rates in any other method than expected in Template and on violation of this , his candidature for the Tender enquiry will be outrightly rejected.

ENVELOPE NO. D- Both Covers, Envelope No- A having original Hard copy of EMD and Envelope No- B having original Notarized Hard copy of Affidavit [Appendix-II(i)] has to be kept within a third large envelope marked "D" and the name of the work and Centre should be super scribed on the cover and has to be submitted to the Head Office within the due date of submission of the tender as per the Key dates.

(b) **The Envelope No.-B, containing the Technical Bid to be send only Online shall include the following : (Pls. refer Check List as provided before)**

- (i) Appendix No- I(i- v) filled in all respects and duly signed by the Tenderer.
Note: Appendix No I (iii) has to be submitted during the period of Award of Contract and Appendix No I (iv) is needed online only if applicable.
- (ii) List of Documents to be attached and duly signed by the Tenderer.
- Attested copy of Registered deed of Partnership / Memorandum and Articles of Association / By- Laws / Certificate of Registration etc. as applicable.
 - Power of Attorney of person signing the Tender.
 - Certificate of Experience and details thereof.
 - Duly audited Profit & Loss Account and Balance Sheet of relevant completed years for which Experience Certificate has been submitted by the Tenderer.
 - Copy of Income Tax return / PAN Card.
 - Copy of EPF Code Number and proof of deposit of EPF for the relevant Experience period if applicable.
 - Copy of Service Tax Registration No.
 - ESIC code issued by the concerned Department.
- (c) Tender which does not comply with these instructions shall be summarily rejected.
- (d) Outstation Tenderer may send their physical tenders by Registered Post / Speed Post or in person to the Address of the Head Office so provided within due date and time.
- (e) The tender form shall be filled in by Tenderer, clearly, neatly and accurately. Any alteration, erasures or overwriting should be duly initialed by the authorized signatory.
- (f) Tenders not accompanied by the requisite Appendix and Documents intact and duly filled in and signed may be ignored.
- (g) It should be clearly understood by the Tenderer that No opportunity shall be given to them to alter, modify or withdraw any offer at any stage after submission of the tender.

Note: The aforesaid envelopes shall contain documents as here in after provided.

- All the pages in the Envelope shall be serially numbered on the top of the page / document with mention of total pages / document in the envelope. For example if total pages in any envelope are say 40, then the first page shall bear number as "1 / 40", page No. 2 shall bear number as "2 / 40" and so on.
- In No case blank pages are to be attached with the bid.
- In case part of a page / document is blank then the blank portion is to be crossed with pen with signature of the authorized signatory.
- If any document in original or any proof regarding above information is needed by the Corporation and if the bidder is unable to produce the required information then the bid may be rejected.

On the date specified in the Notice, following procedure shall be adopted for the opening of the Bids.

(a) OPENING OF ENVELOPE NO - A & B

- 1) The Bid will be opened on the specified day and at specified time in the presence of the Bidder either in person or through an authorized representative who wish to be present at the time of opening, to verify its contents as per the requirement.
- 2) It is imperative for all the Bidders to furnish all the required documents and evidences.
- 3) The scrutiny of Technical Bid will be done on the specified Day and Time as mentioned in the Key Dates. It is the duty of the bidder to furnish all the required information and if the various documents furnished by the bidder do not meet the requirements, the Corporation will not give additional chance to furnish the requirements. However, the Corporation reserves the right to ask for the original documents for verification of the submitted documents.
- 4) All Bidders whose Technical Bids meets the requirement of this Bid, will get a chance of opening of the financial Bid.

(b) FINANCIAL BID OPENING:

Financial Bid of only those Bidders who have been found qualified in Technical Bid shall be opened online. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Financial Bid.

10 PROCESS TO BE CONFIDENTIAL:

Any effort by the Bidder to influence the Corporation's processing of Bids or award decisions shall result in the rejection of their Bid.

11 PRELIMINARY EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

Prior to the detailed evaluation of Bids, the Corporation will determine whether each Bid:

- a) Has been properly signed.
- b) Is accompanied by the required securities.
- c) Is substantially responsive to the requirements of the bidding documents.

- d) For the purpose of Bid evaluation, a substantially responsive Bid is one, which conforms to all the terms, conditions and specification of the bidding document without any deviation or reservation.

A deviation or reservation is one:

- i. Which affects in any substantial way the scope, quality or performance of the project.
- ii. Which limits in any substantial way, is inconsistent with the bidding document, the Corporation rights or the Bidder's obligations under the contract or
- iii. Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- iv. If a Bid is not substantially responsive, it will be rejected by the Corporation, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- v. Check list is provided to alert the Tenderer of the Mode and the list of documents needed to qualify the Tender process.

12 CORRECTION OF ERRORS:

1. Bids determined to be substantially responsive will be checked for arithmetic errors and where there is any discrepancy between the amount in Figures and in Words, the lowest of the two will govern .
2. The rates stated in the bid will be adjusted in accordance with the procedure for the correction of errors and shall be binding upon the Bidder. If the Bidder does not accept the corrected bid, the Bid will be rejected, and the EMD shall be forfeited.

13 CURRENCY FOR BID EVALUATION :

The Bidder shall quote his prices in Indian rupees only. Bid will be evaluated on the basis of all calculations in Indian Currency only.

14 EVALUATION AND COMPARISON OF BIDS:

The Corporation will evaluate and compare bids determined to be substantially responsive only. In evaluation of the bids, the Corporation will determine for each Bid the Evaluated Bid Price.

15 CRITERIA FOR AWARD OF CONTRACT:

1. The major criteria for evaluation of the offer received will be the lowest rates offered in Financial Bid for each of the tendered Centres as shown in Table 01 & 02 for the distance within 20 Kilometres as per % Above or Below the Schedule of Rates given and the distance exceeding 20 Kilometre on Flat Rates in Rs / MT / Km. .
2. The Corporation will award the Contract to the successful bidders on the basis of aforesaid criteria subject to the substantial response to the bidding document and eligibility for opening of the Price Bid.

3. The bidder can opt for one Centre or more than one Centre or all Centres according to their capability and will be awarded as per his qualification of submission of lowest rates. However Online Bid Hash Fee has to be submitted separately for each Centre opted.

16 CORRUPT PRACTICES:

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

17 CORPORATION'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

1. The Corporation reserves the rights to reject any or all offers received from the Bidders without assigning any reasons.
2. The decision of the Corporation regarding the evaluation, qualification, opening and award of the Bid shall be final and binding on all the Bidders.
3. The successful Tenderer will be intimated of the acceptance of his tender by a letter / fax / e- mail etc.

18 In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.

19 If the information given by the Tenderer in the Appendices and the Documents attached is found to be false / incorrect at any stage, CGSWC shall have the right to disqualify / summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.

Managing Director

Chhattisgarh State Warehousing Corporation

ANNEXURE-1

**TERMS AND CONDITIONS GOVERNING CONTRACTS FOR TRANSPORT,
UNLOADING/ LOADING /HANDLING OF FOODGRAINS ETC., AT
CGSWC GODOWNS/RAILHEADS ETC.**

I. DEFINITIONS:-

- (i) The term 'Contract' shall mean and include the Invitation to Tender incorporating also the instructions to Tenderer, the Tender; its Annexures, Appendices, Acceptance of tender and such General and Special Conditions as may be added to it.
- (ii) The term 'Contractor' shall mean and include the person(s), Firm or Company with whom the contract has been placed including their heirs, executors, administrators and successors and the permitted assignees as the case may be.
- (iii) The term 'Contract Rates' shall mean the rates of payment accepted by the MANAGING DIRECTOR for and on behalf of the CGSWC.
- (iv) The term 'Corporation' and the CGSWC, wherever they occur, shall mean the CGSWC established under the State Warehousing Act- 1962, and will include its Managing Director / Secretary, and its successor(s).
- (v) The term 'M.D.' shall mean Managing Director, CGSWC under whose administrative Jurisdiction, Depots/Rail heads to which the Contract relates fall. The term MD, shall also include the Commercial Manager and every other Officer authorized for the time being to execute contracts on behalf of CGSWC.
- (vi) The term 'Godowns' shall mean and include the CGSWC Depots / Godowns / Silos belonging to or in occupation of the Corporation at any time and shall also mean and include open platform / plinth built or constructed for storage of Foodgrains inside or outside the owned / hired depot / silos premises.
- (vii) The term 'Foodgrains' shall mean and include any item of foodgrains & its products, coarse grains, fertilizers, sugar and ground nut etc.
- (viii) The term 'Services' shall mean performance of any of the items of work enumerated in Scheduled of Services as elaborated in clause XIX herein including such auxiliary additional and incidental duties, services and operations or as may be indicated by the M.D. or an Officer acting on his behalf.
- (ix) The term 'Trucks' wherever mentioned shall mean mechanically driven vehicle such as Lorries etc., and shall exclude animal drawn vehicles.

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II. PARTIES TO THE CONTRACT:

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

III. CONSTITUTION OF THE CONTRACTOR:

- (a) Contractor/s shall, in the tender, indicate whether he / they is / are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company incorporated in India. The composition of the partnership or names of Directors of Company, as applicable shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor,
- (b) If the Tenderer is a partnership firm, there shall not be any reconstitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences flowing there from.
- (c) The Contractor shall notify to the Corporation the death / resignation of any of their partners / directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the Contract.

IV. SUBLETTING

The Contractor shall not sublet, transfer, or assign the Contract, or any part thereof.

V. RELATIONSHIP WITH THIRD PARTIES :

- (a) All transactions between the Contractor and third parties shall be carried out as between two principals without reference to the Corporation in any event. The Contractor shall also undertake to make the third parties fully aware of the position aforesaid.

VI. LIABILITY FOR PERSONNEL:

- (a) All persons employed by the Contractor shall be engaged by him as his own employee / workers in all respects and all rights and liabilities under the Indian Factories Act, or the Employees Compensation Act and Employees Provident Fund & Misc. Provisions Act, or any other similar applicable enactments in respect of all such personnel shall exclusively be that of the contractor. The contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respect of his personnel under the Employees Compensation Act, 1923 or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
- (b) (i) The Contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds & Misc. Provisions Act, 1952, and the scheme framed there under in respect of the labour employed by him. The Contractor shall recover the amount payable by such employees and pay to the Corporation i.e. the Principal employer under the said Act, the amount of members contribution together with an equal amount of his contribution. If, on account of the default of the Contractor in making / depositing such payments or for any other reason, the Corporation makes such contributions on behalf of the Contractor, the CGSWC shall be entitled to set off against the amount due to the Contractor, the contributions made by it on account of his default in making payments or otherwise in respect of the labour employed by the Contractor
- (ii) The Contractor shall maintain and submit following Records & Returns prescribed under the EPF Act 1952 and the Scheme framed there under to the Authority designated under the said Act and to the MD, CGSWC or any Officer acting on his behalf :-

Form -2 Nomination & Declaration Forms to be submitted for New entrants.

Form - 3 The Contribution Card for the currency period - Annual

Form - 3A Contribution Card for the currency period from 1st April to 31st March - Annually.

Form - 4 Contribution Card for Employees other than monthly paid Employees - Annually.

Form - 5 Return of Employees qualifying for the Membership.

Form - 5A Return of Ownership to be sent to the Regional Commissioner.

Form - 6 Return of the Contribution Card and Annual Statement of Contribution.

Form -6A Consolidated Annual Contribution Statement.

Form - 10 Form of Maintenance of Accounts.

Form - 11 Balance Sheet.

Form- 12A Statement of Contribution - Monthly.

- (iii) The Contractor shall, within 7 days of the close of every Month, submit to the Principal employer (Corporation), a Statement showing the recoveries of Contribution in respect of employees employed by or through him and shall have to furnish to him such information as the Principal Employer (Corporation) is required to furnish under the provisions of Employees Provident Fund Scheme 1952 to the Commissioner.
- (iv) The Contractor shall maintain Inspection Note Book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The Contractor shall also make available the same when asked for inspection to the Officers of the Regional Provident Fund Commissioner and to the M.D, CGSWC or Officer authorized by him or acting on his behalf.
- (c) If the Contractor fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP Act, 1952 and Scheme framed there under and also to M.D, CGSWC or an Officer acting on his behalf, CGSWC will be at liberty to withhold the pending bills, Security Deposit etc., and or any other payments due to the Contractor.
- (d) In complying with the said enactments or any statutory modifications thereof, the Contractor shall also comply with or cause to be complied with the labour regulations enactments made by the State Govt. / Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage book and wage slip, publication of the scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
- (e) Notwithstanding the fact whether the said legislations, enactments or any statutory modifications thereof, are applicable or not to the employees / workers employed by the Contractor.
He shall comply with the following:-

i PAYMENT OF WAGES TO WORKERS:

The Contractor shall pay not less than Minimum Wages to the workers engaged by them on either Time Rate Basis or Piece Rate Basis on the work. Minimum Wages both for the Time Rate and for the Piece Rate Work shall mean the rate(s)" notified by Appropriate Authority from time to time during the currency of the contract period. Where such wages have not been so notified by the appropriate authority, the wages prescribed by the M.D, CGSWC as Minimum Wages shall be made applicable. The Contractor shall maintain following records and registers as per Minimum Wages Act, 1948 & Central Rules made thereunder:

Form - I Register of fines.

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Form - II Register of deduction for damage or loss caused to employer by the neglect or default of the employed person.

Form - III Annual return.

Form - IV O.T. Register for workers

Form-V Muster Roll

Form IX A Abstract of the Act & Rules to be displayed on Notice Board.

Form XI Wage slips should be issued to the Contract Labour in a day prior to disbursement of wages.

The proforma of Wage Book, Wage Slip, Register of Unpaid Wages and Register of Fines and deductions giving the particulars as indicated as follows:

e. i (a) WAGE BOOK AND WAGE SLIP ETC:-

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

- a) Name of the Worker;
- b) Rate of Daily or Monthly wages.
- c) Nature of work on which employed.
- d) Total number of days worked during each wage period.
- e) Dates and periods for which worked overtime.
- f) Gross wages payable for the work during each wage period.
- g) All deductions made from the wage with an indication in each case of the ground for which the deduction is made.
- h) Wages actually paid for each wage period.
- i) Signature or thumb impression of the worker.

The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.

The Contractor shall issue an Employment Card in the prescribed Form at Table e. i. (a) to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be endorsed by the Contractor and returned to the worker.

The Format of the requisite Form is as under:

Table No - e. i. (a)

TEMPORARY CONTRACTOR LABOUR'S EMPLOYMENT CARD

Duly Attested
Photograph of
The Concerned
Labourer

1, Name of the Labourer / worker.....

2. Father's / Husband's Name

3. Date of Birth.....

4. EPF Membership Number.....

5. (i) Address (Local).....

(ii) Permanent.....

6. Name & Address of CGSWC Contractor.....

.....

7. Valid *

(* Period of the Contractor) From..... to.....

Signature of the Contractor/
Authorised Representative

.....
Back Side of the Card

Countersigned by

Branch Manager, CGSWC

Valid fromto.....

(Ref. No,.....)

Seal of Branch Manager CGSWC

Name of Branch

Place:.....

Date:.....

e. i. (b) REGISTER OF UNPAID WAGES:

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

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

e. i. (c) FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:

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

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment, he is required to work. The amount of deduction in shall be in proportion to the period for which he was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money, or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- e) Any other deduction which the Central Government may from time to time allow.

e. i. (d) REGISTER OF FINES ETC:

- i) The Contractor shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss in Form No.-1 and 2 as per Table No- e.i.(d) respectively which should be kept at the place of work.

The Formats of Form - 01 and Form -02 are provided as respectively:

Table- No - e. i. (d)

REGISTER OF FINES

Form No. 1

Sl. No.	Name	Father's/ Husband's Name	Sex	Department	Nature & date of the offence for which fine imposed	Whether workmen showed caused against fine or not, if so, enter date	rate of wages	Date and amount of fine imposed	Date on which fine realised	Remark

Form No. 2

REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE NEGLIGENCE OR DEFAULT OF THE EMPLOYED PERSONS

Sl. No.	Name	Father's/ Husband's Name	Sex	Department	Damage of loss caused with date	Whether worker showed caused against deduction, if so, enter date	Date and amount of deduction imposed	Number of installment, if any	Date on which total amount realised	Remark

- ii) The Contractor shall maintain both in English and the local Indian Language, a list approved by the Chief Labour Commissioner clearly stating the Acts and Omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

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e . I (e) PRESERVATION OF REGISTERS:

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

The Minimum Wages prescribed for the time being for Piece Rate and Time Rate Workers are as indicated below:

1. Time Rated Workers
2. Piece Rated Workers

Provided that equal wages to Women Labour at par with men shall be paid for similar nature of work.

Note: The Contractor has to fully abide by the Government Orders regarding the payment of workers issued from time to time.

ii WEEKLY OFF:

The Contractor 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.

iii ATTENDANCE ALLOWANCE:

The Contractor shall pay attendance allowance per day @ 50% of the daily wages notified by the Ministry of Labour under the Minimum Wages Act from time to time to the regular workers generally employed by him on Piece Rate or Time Rate Basis when such worker report for duty on the day but is not booked or given work for the day shift. Aforesaid wage / benefits at Clause vi (e) (i) to (iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The MD,CGSWC shall have the right to deduct any sum due to the Contractor required for making good the loss suffered by a worker or workers by reasons of Non-fulfillment of the condition of the contract for the benefit of workers, non- payment of wages, or of deductions made from his or their wages which are not justified or non observations of the regulations / enactments mentioned in Clause VI (a).

(f) WELFARE AND HEALTH OF CONTRACT LABOUR:

(Duties and responsibilities of the Contractor)

The Contractor shall comply with the provisions as regards provision of canteen / Rest Room, Latrine, Urinal, Washing facilities, First aid facilities etc as follows as contained in the Contract Labour (Regulation & Abolition) Act 1970 and other applicable laws as amended from time to time :

- (i) Where Contract Labour is required to halt at night and work is likely to continue for three months, a rest room is to be provided by the Contractor within 15 days.
- (ii) Where 100 or more Contract Labour is likely to continue work for Six Months the

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Contractor should provide a Canteen within 60 days of employing labour.

- (iii) Sufficient supply of drinking water at convenient places to be provided.
- (iv) Sufficient number of latrines and urinals to be provided.
- (v) Adequate and suitable washing, bathing places separately for Men and Women, shall be provided by the Contractor.
- (vi) First Aid Box (one box for 150 Contract Labour) to be provided in working hours.
- (g) (i) Every Tenderer whose tender is accepted by the Corporation shall immediately apply in Form V for license to the prescribed licensing authority through the CGSWC (Principal Employer) in terms of Section 12 of the Contract Labour (R&A) Rules, 1971 before entering upon any work under the contract. The Contractor shall also obtain temporary licenses whenever required under rule 32 of the relevant Rules in cases where he intends to employ more labour in number than that mentioned in the regular license for short durations not exceeding 15 days. The Contractors shall also make an application in Form VII, through the Principal Employer (CGSWC) for renewal of the expiring of the regular license as the regular License is valid for 12 months. The Contractor shall also get the temporary license renewed whenever necessary through the Principal Employer. If for any reason the application for a license is finally rejected by the licensing / appellate authority, the contract shall be liable to be terminated at the risk and cost of the Contractor and the decision of the M.D. CGSWC in this behalf shall be final and binding on the Contractor. Every Contractor shall also abide by all the provisions of the Contract Labour (R&A) Act, 1970 and the Rules framed there under:
 - (ii) As per Rule 25 (2) (VIII), every Contractor shall file a return intimating commencement/ completion of contract work within 15 days to the inspector in Form VI A.
 - (iii) As per Rule 75, the contractor shall maintain a Register of workmen Employed in Form - XIII and he shall also display hours of work & nature of duty etc.
 - (iv) Employment Card shall be given by Contractor in Form XIV to each worker within 3 days of employment as per Rule 76. The proforma of Employment Card is given in Table- e.i. (a)
 - (v) Every Contractor shall issue a Service Certificate in Form - XV to the workman on termination of his services as per Rule 77.
 - (vi) As per Rule 82(1) every Contractor shall submit Half Yearly Returns in duplicate in Form-XXIV to Licensing Officer within 30 days from the close of Half Year .
 - (vii) Notice to be displayed as required under Rule 81(1) and copy of notice to be sent to Inspector as per Rule 81(2).

- (viii) The Contractor shall also maintain following records / registers also:
- (a) Muster Roll in Form -XVI.
 - (b) Register for deduction for damage, loss in Form XX as per Rule 78(1) (a) (ii).
 - (c) Register of Fines in Form- XXI .
 - (d) Register of Advances in Form - XXII.
- (h) **The Contractor also comply with all Rules, Acts and Regulations made by the State Govt. / Central Govt. from time to time pertaining to the contract, including all Labour laws.**

VII BRIBES, COMMISSION, CORRUPT GIFTS ETC:

An Act of Bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners / Directors / Agents or officials, or any person on his or her behalf to any Officer, Officials, representative or agent of the Corporation, or any person on his or their behalf, for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the Corporation and the Contractor shall be liable to reimburse the Corporation of any loss or damage resulting from such cancellation. The Contractor has to undergo Pre-Contract Integrity Pact as provided in Annexure-II of the Tender Documents.

VIII. PERIOD OF CONTRACT:

- (i) The Contract shall remain in force for a period of two years from the date of issue of acceptance letter or such later date as may be decided by the Managing Director, CGSWC.
- (ii) The Managing Director reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by giving Thirty Days Notice in writing to the Contractor at the notified address and the Contractor shall not be certified to any compensation by reason of such termination. The action of the Managing Director, CGSWC under this clause shall be final, conclusive and binding on the Contractor.

IX. SECURITY DEPOSIT:

- (a) The successful Tenderer shall furnish within fifteen working days of acceptance of his tender, a Security Deposit for the due, proper and complete discharge of all their obligations under the Contract. The Security Deposit will comprise of the total of the amounts specified in following clauses (i), (ii) and (iii).
 - (i) A sum equivalent to 5% of the value of the Contract in the form of Demand Draft or Pay Order issued by any Scheduled Bank or through Electronic Clearing System (ECS) / Other Electronic Means in favour of the Managing Director, CGSWC. The Contractor at his option may deposit 50 (fifty) percent

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of this amount within Fifteen working days of acceptance of his tender while the balance 50 (fifty) percent may be paid by the Contractor by deductions at the rate of 10 (Ten) per cent from the admitted bills. The Security Deposit shall not earn any interest.

- (ii) Another sum equivalent to 10% of the value of Contract, in the form of an irrevocable and unconditional Bank Guarantee issued by any Scheduled Bank in the format prescribed in Appendix-1 (iii) which shall be enforceable till Six Months after the expiry of contract period. [To be submitted during the Award Of Contract]
- (iii) If applicable, an additional sum equivalent to 10% of the value of Contract (in addition to i & ii above), in terms of the undertaking provided by the Tenderer (without experience) for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by any Scheduled Bank in the format prescribed in Appendix-1(iv) which shall be enforceable till Six Months after the expiry of the contract period. [to be submitted only if Applicable]
- (b) In case of failure of Tenderer to deposit the Security Deposit within 15 working days of acceptance of his tender, further extension of 7 working days can be given by MD, CGSWC subject to levy of penalty @ 1% of Security Deposit.
- (c) Upon satisfactory performance of the services and on completion of all the obligations by the Contractor under the Terms Of Contract and on submission of "No Due Certificate" from the concerned authority designated under EPF and MP: Act 1952 showing due and correct deposit in respect of the employees employed by or through him for the contract period and on obtaining a "No Demand Certificate" from the assigned authority of CGSWC, the Security Deposit will be refunded to the Contractor subject to deductions, if any from the Security as may be necessary for recovering the claims of CGSWC against the contractor. The CGSWC will not be liable for payment of any interest on the Security Deposit.
- (d) The MD, CGSWC shall have the rights to forfeit the entire or part of the amount of Security Deposit lodged by the Contractors or to appropriate the Security Deposit or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation. The decision of M.D, CGSWC, in respect of such losses, damages, charges, costs or expenses shall be final and binding on the Contractors.
- (e) Whenever the Security Deposit falls short of the specified amount, the Contractor shall make good the deficit so that the total amount of Security Deposit shall not at any time be less than specified amount.
- (f) In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date including extension period, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of

another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the Contractor will be recovered from the Contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of five years. After the completion of prescribed period of five years, the party may be allowed to participate in the future tenders of CGSWC provided all the recoveries / dues have been effected by the Corporation and there is No dispute pending with the Contractor / party.

X. LIABILITY OF CONTRACTOR FOR LOSSES ETC. SUFFERED BY THE CORPORATION:

- (a) The Contractor shall be liable for all costs, damages, demurrages, wharfage, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and unworkman like performance of any services under this contract or breach of any terms thereof or his failure to carry out the work with a view to avoid incurrence of demurrage, etc. and for all damages or losses occasioned to the Corporation due to any act whether negligent or otherwise of the Contractor themselves or his employees. The decision of the MD, CGSWC regarding such failure of the Contractor and his liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.
- (b) The Corporation shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by it due to Contractor's negligence and unworkman like performance of services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the Contractor under this or any other contract with the Corporation. In the event of the sum which may be due from the Corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Contractor's as aforesaid shall be deducted from the Security Deposit furnished by the Contractor. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the Contractor shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.
- (c) In the event of delay on the part of the Contractor in providing other services as mentioned in the MTF i.e. labour, weighment machines, weights and any other services mentioned in the agreement, efficiently and to the entire satisfaction of the MD CGSWC, or any officer acting on his behalf, the M.D, CGSWC shall without prejudice to other rights and remedies under this agreement, have a lawful right to levy **Liquidated Damages** from the Contractor @ Rs.2000/- per day or such lesser sum per day or part of a day of the delay as the M.D, CGSWC in his absolute discretion may determine subject to the total liquidated damages not exceeding 15% of the value of the contract during the operation period of the contract. The decision of the Corporation in regard to levy of above **Liquidated Damages** shall be final and binding on the parties.

- (d) The Contractor shall be responsible for the safety of the goods from the time they are loaded on his trucks from Railway Goods shed or Railway siding Godowns, until they have been unloaded from his trucks at godowns or at other trucks or vice-versa, so as to avoid loss of grain, etc. through the holes / crevices in the decks of the trucks. He shall deliver the number of bags and the weight of foodgrains, fertilizers / sugar / groundnut / any other food product etc. received by him and loaded on his trucks and shall be liable to make good the value of any loss, shortage or damage during transit. The M.D, CGSWC will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the Contractor for such loss and the amount to be recovered from him. The decision of the M.D, CGSWC in this regard shall be final and binding on the Contractor.
- (e) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of foodgrains etc. and take reasonable precautions to avoid wetting / damage / loss to foodgrains during the transport. In the event of deficiency in service by Contractor in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, Liquidated Damages @ Rs.200/- per truck will be imposed by the concerned MD, CGSWC without prejudice to any other right or remedies under the contract and law.

XI. SUMMARY TERMINATION:

- (a) In the event of the Contractor having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the M.D, CGSWC shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract at the Risk and Cost of the Contractor and to claim from the Contractor any resultant loss sustained or costs incurred by the Corporation.
- (b) The MD, CGSWC shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Contractor of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the Risk and Cost of the Contractor and / or forfeit the Security Deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the Contractor's negligence or unworkman like performance of any of the services under the contract.
- (c) The Contractor shall be responsible to supply adequate and sufficient labour, scales / trucks / carts / any other transport vehicle for loading / unloading, transport and carrying out any other services under the contract in accordance with the instructions / issued by the M.D, CGSWC or an Officer acting on his behalf. If the Contractor fails to supply the requisite number of labour, scales and trucks / carts, the M.D, CGSWC shall at his entire discretion without terminating the contract be at liberty to engage other labour, scales, trucks / carts, etc. at the Risk and Cost of the Contractor, and the

Contractor shall be liable to make good to the corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The Contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the M.D, CGSWC shall be final and binding on the Contractor.

XII. SET OFF :

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

XIII. BOOK EXAMINATION:

The Contractor shall, whenever required, produce or cause to be produced for examination by the MD, CGSWC or any other Officer authorized by him in this behalf, any cost or other account books, account vouchers, receipts, letters, memorandum or writings or any copy of, or extract from any such document, and also furnish information and returns, verified in such manner as may be required, relating to the execution of this contract. The decision of M.D, CGSWC on the question of relevancy of any documents, information or return shall be final and binding on the Contractor. The Contractor shall produce the required documents, information and returns at such time and place as may be directed by the MD, CGSWC.

XIV. VOLUME OF WORK:

- (a) Subject as hereinafter mentioned, the Corporation does not guarantee any definite volume of work or any particular pattern of service, at any time or throughout the period of the Contract. The mere mention of any item of work in this contract does not by itself confirm a right on the Contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him.
- (b) The Corporation have the exclusive right to appoint one or more Contractors at any time viz at the time of award of the contract and / or during the tenure of contract for any or all the services and to divide the work as between such Contractors in any manner that the Corporation may decide and No claim shall lie against the Corporation by reason of such division of work.
- (c) If the Contractor is required to perform any service in addition to those specifically provided for in the contract and the Annexed Schedule Of Contract, the remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.
- (d) The question whether a particular service is or is not covered by any of the services

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specifically described and provided for in the contract, or is not auxiliary or incidental to any of such services shall be decided by the M.D, CGSWC whose decision shall be final and binding on the Contractor.

- (e) The Contractor will have the right to respect in written to the MD, CGSWC that a particular service which he is being called upon to perform is not covered by any of the services specifically provided for in the contract, or is not auxiliary or incidental to such services provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If No such representation in writing is received within the said time, the Contractor's right in this regard will be deemed to have been waived.

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

XV. REMUNERATION:

- (a) The Contractor shall be paid the remunerations in respect of the services described in tender and performed by him at the Contract Rate.

XVI. PAYMENT:

- (a) Payment will be made by the MD, CGSWC on submission of bills in triplicate duly supported by consignee receipts or work certificate issued by the M.D, CGSWC or an Officer acting on his behalf as the case may be.
- (b) The Contractor should submit all the bills not later than 2 Months from the date of expiry of the contract so that the refund of the Security Deposit may be speeded up. In order to facilitate disposal of bills, the Contractor is advised to submit his bills weekly / fortnightly / monthly.
- (c) The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- (d) The Contractor should provide, within 7 (seven) days of the joining of work, the Bank Account details to which all payments due to him from the CGSWC can be

transferred Electronically through RTGS / NEFT.

- (e) The Contractor has to submit Service Tax Returns to the concerned Department as per the latest applicable Service Tax Laws.
- (f) The Corporation will disburse the Submitted Bill of the Contractors only after getting paid by the Food Corporation Of India for the said set of Bills.

XVII. FORCE MAJEURE:

The Contractor will not be responsible for delays which may arise on account of reasons beyond his control of which the MD, CGSWC shall be the final judge. Strikes by Contractor's workers on account of any dispute between the Contractor and his workers as to wages or otherwise will not be deemed to be a reason beyond the Contractor's control and the Contractor shall be responsible for any loss or damage which the Corporation may suffer on this account. Non payment of Service Tax in time will not be entertained and what's ever penalty imposed for non payment of Service Tax in time will be the sole responsibility of the Contractor.

XVIII. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION:

- (a) The contract will be governed by the laws of India for the time being in force.
- (b) In case of any dispute arising out of and touching upon the contract , the same will be first referred to the Dispute / Grievance Redressed Committee constituted and functioning at the Head Office of the Corporation, with a view to settle the disputes. If any disputes remain thereafter, the same will be settled in the Court of Law having competent jurisdiction at Raipur / Bilaspur.

XIX SERVICES TO BE PERFORMED BY THE CONTRACTOR:

- (A) Godowns in and around under the purview of this contract are as under:-
 - i) **Godowns served by the Railway Siding:-**
 - a) Group of Godowns comprising sheds (or any further sheds / godowns constructed or added) normally served from Railway siding at.....known as.....godowns.....
 - b) Group of godowns comprising Sheds (or any future.....)
 - c) Group of godowns comprising Sheds (or any future.....)
 - ii) **The godowns situated at a considerable distance from the Railway Siding in the same premises requiring the use of Trucks for carrying the Bags :**
 - a) Group of godowns comprising sheds (or any future sheds constructed or added) requiring the use of trucks for carrying the foodgrain bags from.....Railway siding

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at.....known as.....godowns.

- b) Group of godowns comprising Sheds (or any future.....) .
- c) Group of godowns comprising Sheds (or any future.....) .

iii) Godowns served by Railway Station.

- a) Group of godowns comprisingsheds (or any future sheds / Godowns constructed or added normally served from.....Railway Station known asgodowns.
- b) Group of godowns comprising Sheds (or any future.....) .
- c) Group of godowns comprising Sheds (or any future.....) .

Note:-Notwithstanding the number of storage capacity of the existing godowns and those expected to be constructed / acquired during the contract period, the description of which is given in the tender, the Corporation may during the currency of the contract take over / acquire / construct more godowns for storage as and when necessary. Alternatively it may also be necessary for the Corporation to give up or release one or more godowns out of those, description of which is given in these documents or out of those which are constructed or acquired later, during the currency of the contract.

In such an event the contract shall not be rendered void and Contractor shall be bound to perform all the services / duties and execute all the works as per terms and conditions and rates of the contract and He shall not be entitled to make any claim whatsoever against the Corporation for compensation, revision of rates or otherwise due to increase / decrease in the number of the godowns or the storage capacity of the godowns.

- B) Remuneration for stacking in the shed / platform / ground wherever necessary as required while performing the services of loading, unloading etc; will be deemed to be included in the relevant services and No separate remuneration will be paid for such stacking.
- C) Kaccha or interim stacking whether inside or outside the godowns wherever necessary in the services of physical verification and standardization, cleaning, drying, filling etc., shall be deemed to be included in the relevant service and No separate remuneration for such kaccha stacking will be paid on any account.
- D) Similarly, carriage of bags whether by change of head loads or by using hand trolleys, handcarts or any other mode of carriage, provided by the Contractor, shall be deemed to be included in the relevant services and No separate remuneration shall be paid for such carriage, unless otherwise provided for.
- E) For services of standardization, rebagging, filling loose grains and such other allied services, bags supplied .by the Corporation will ordinarily be new "SBT" bags and 665 grams approximately in weight., but the M.D. CGSWC reserves the right to use any type of bags. The jute twine used for stitching of the bags after bagging / rebagging / cleaning/ standardization, etc, shall be 3 ply double up and shall be supplied by the Corporation.

- F) Extra charges as provided in items 17 & 18 of the Schedule of Rates for services shall be paid only for loading and unloading of Open wagons and Box wagons (Open) respectively, the flap door of which open downward / upward or sideward and wherein the filled bags cannot be carried In or taken out of such wagons by the worker directly as back or head load.
- G) For purposes of transport of foodgrains in this Contract, use of animal drawn carts in place of trucks will not be allowed unless the M.D, CGSWC in his sole direction, specifically permits such use in writing. Such use of animal drawn cart, if permitted by the M.D, CGSWC shall be at 25 per cent less than the contract rates for trucks.

PART- I

SERVICES

FOR STOCKS RECEIVED AT OR DESPATCHED FROM RAILWAY GOODSLED / RAILWAY SIDING / FOOD STORAGE POINT(S) OR FOR STOCKS DELIVERED TO RECEIPIENTS.

1. UNLOADING FROM WAGONS AT RAILWAY GOODSLED / RAILWAY SIDING AND LOADING INTO TRUCKS / ANY OTHER VEHICLES :

- (a) The Contractor shall unload the foodgrain bags from wagons placed at the Railway Good Shed / Railway Siding / Food storage point(s) or unloading the foodgrain bags from trucks / any other vehicles, carry them and stack the bags in the Shed on the Platform / Ground in accordance with the instructions of the M.D, CGSWC or any Officer acting on his behalf. He shall also perform the reverse services when directed.
- (b) The Contractor shall unload the foodgrain bags from wagons placed at the Railway Goodshed or at the Railway siding as the case may be, or unload the foodgrain bags from trucks / or any other transport vehicles, carry them and directly load them into the trucks / any other transport vehicle or into wagons in accordance with the instructions of the MD, CGSWC or any Officer acting on his behalf.

2. TRANSPORT OF FOODGRAIN BAGS FROM THE RAILWAY GOODSLED TO VARIOUS GODOWNS AND VICE-VERSA:

The Contractor shall transport by trucks to be arranged by him such number of bags of foodgrains, sweepings, spilling etc; as may be required from day to day by the M.D, CGSWC or an Officer acting on his behalf from the Railway Goodshed to the various Godowns or vice-versa. The Contractor shall take care not to mix bags of different kind of foodgrain bags containing different qualities of the same foodgrains, and bags containing wet / damaged grains, sweepings etc; with bags of sound grains etc.

The Contractor shall obtain from the MD, CGSWC or an Officer acting on his behalf every evening particulars of the number of bags of foodgrains etc; required to be transported

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the next day, the place where the truck / carts should report for loading and the destinations to which the goods would be required to be transported. In special cases, he may require to arrange transport at shorter notice and he shall be bound to comply with such requisitions. Payment for this service will be in accordance with the stipulation given in notes below the Schedule of Rates.

3. UNLOADING FROM WAGONS AT RAILWAY SIDING OR FROM TRANSPORT VEHICLES AND STACKING THE FOODGRAIN BAGS IN GODOWNS:

The Contractor shall unload the foodgrain bags from wagons placed at the Railway Siding or from the truck / any other vehicle, stack the foodgrain bags on the Platform / Ground wherever necessary, carry them by head loads or change of head loads or by using hand trolleys, handcarts or any other mode of carriage provided by him and stack them in godowns up to the required height. The bags shall be stacked either in the form of conventional stack for bagged storage or in the form of side wall for enclosing a pit for flat storage up to 10, 16, 20 or beyond 20 high in accordance with the instructions of the M.D, CGSWC or an Officer acting on his behalf. The remuneration for stacking of bags on Platform / Shed / Ground wherever necessary and providing the means of carriage mentioned above shall be deemed to be included in the contract rates for this service of unloading and loading. No extra remuneration on any account for such stacking and for use of the means of carriage shall be paid except when the bags unloaded from wagons placed at the Railway Siding are required to be transported by trucks to the godowns situated at a considerable distance from the Railway Siding in the same premises for which separate remuneration has been provided for.

4. UNLOADING FROM WAGONS / TRANSPORT VEHICLES AND POURING THE GRAINS IN FLAT STORAGE PIT IN GODOWNS:

The Contractor shall unload the foodgrain bags from wagons placed at the siding or from trucks, stack the bags wherever necessary on the Platform / Shed / Ground and carry the bags to the Flat Storage Pit with the help of the hand trolleys, carts etc; wherever necessary, cut open the mouth of the bags and pour the foodgrains into the pit. Normally, the pouring of the foodgrains will be required to be done in a baby pit built at convenient spot in a depot premises or may be required to carry the bags to the regular flat storage pit over the side walls and perform the services of cutting open the mouth of the bags, pouring the foodgrains there, leveling and shoveling. The side wall built with bags in the case of the baby pit shall be up to 10 high while that in the case of regular flat storage pit shall be 20 high or beyond 20 high.

The remuneration for stacking of bags on the Platform / Shed / Ground wherever necessary and for providing the means of carriage mentioned above shall be deemed to be included in the contract rate for this service of unloading and loading. No extra remuneration on any account for such stacking and for use of the means of carriage shall be paid except when the bags unloaded from wagons placed at the Railway Siding are required to be transported by trucks to the godowns situated at a considerable distance from the Railway Siding in the same premises for which separate remuneration has been provided for.

5. LOADING INTO WAGONS FROM GODOWNS SERVED BY SIDING / LOADING ON TRUCKS/OR ANY OTHER TRANSPORT VEHICLE FROM GODOWN FOR DESPATCHES OR FOR DELIVERY TO THE RECEIPIENTS:

The Contractor shall remove the foodgrain bags from the stack inside the godowns, carry them by head loads or change of head loads or wherever necessary by using hand trolleys, carts, etc. and load the foodgrains into wagons (in case of godowns served by Railway Siding) or load them on trucks or any other transport vehicle or in the alternative put the bags in a countable position after stacking, wherever necessary on Platform / Shed / Ground for purposes of dispatch or for delivery to buyers in accordance with the instructions of the MD, CGSWC or an Officer acting on his behalf.

The remuneration for stacking of bags on the Platform / Shed / Ground wherever necessary and for providing the means of carriage mentioned above shall be deemed to be included in the contract rates for this service of carrying from stacks and loading etc. No extra remuneration on any account for such stacking and for use of the means of carriage shall be paid except when the bags unloaded from wagons placed at the Railway Siding are required to be transported by trucks to the godowns situated at a considerable distance from the Railway Siding in the same premises for which separate remuneration has been provided for.

6. CARRYING BY MEANS OF TRUCKS FROM RAILWAY SIDING TO THE GODOWNS OR VICE VERSA:

The Contractor shall as and when required by the MD CGSWC or an Officer acting on his behalf use trucks for carrying bags of foodgrains from the godowns to the Railway Siding or from the Railway Siding to the godowns which are situated in the same premises but at a considerable distance from the Railway Siding. The Contractor shall be entitled for remuneration under this item for godowns which are indicated in the tender. If, however, any Shed / Godowns constructed or added during the currency of the contract require the use of trucks for such services as provided herein, the use of trucks in such cases shall be specifically permitted by the MD, CGSWC or an Officer acting on his behalf whose decision shall be final and binding on the Contractor.

The remuneration under this item is inclusive of the operation of loading into and unloading from truck. Payment for this service will be in accordance with the stipulations given in notes below the Schedule of Rates. The payment under this item shall be in addition to item 3 or 4 or 5 of the Schedule of Rates.

7. TRANSPORT OF FOODGRAINS (NOT PROVIDED FOR UNDER ITEM (2) AND (6):

The Contractor shall transport by trucks to be arranged for such quantity of foodgrains as may be required from day to day by the M.D, CGSWC or an Officer acting on his behalf from one godown to another godown or from any place to another place in and around the Centre.

The Contractor shall take care not to mix bags of different type of foodgrain bags containing different qualities of the same foodgrains and bags containing wet / damaged foodgrains sweepings, etc, with bags of sound grains etc. The Contractor shall obtain from

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the M.D, CGSWC or an Officer acting on his behalf, every evening particulars of the number of baqs / foodgrains etc; required to be transported the next day, the place where the trucks should report for loading and the destination to which the goods would be required to be transported. In special cases, the Contractor may be required to arrange transport at short notice and they shall be bound to comply with such requisitions. Payment for this service will be in accordance with the stipulation given in notes below the Schedule of Rates.

8. WEIGHMENT:

The Contractor shall with his labour and scales, and under his supervision weigh such number of bags of foodgrains as may be required after placing the bags wherever necessary before weighment or by placing the bags wherever necessary after weighment. The remuneration for this service shall be deemed to be included in placing of bags wherever necessary near the scale either before or after weighment, carrying out the Weighment by placing the bags on the scale and removing the bags from the scale. Weighment of foodgrains as described above, shall be done in conjunction with any other service like receipt, despatch, delivery etc. either at Godown / Railway Platform / Railway Siding / Shed or anywhere else as directed by the M.D, CGSWC or an Officer acting on his behalf. Payment under this service for actual number of bags weighed will be made in addition to the service in conjunction with which Weighment is performed unless Weighment is included specifically in a service like physical verification, standardization, cleaning etc. The Contractor shall be responsible to supply adequate and sufficient number of scales for Weighment , provided always that the Contractor shall not use his own scales, where the same are available with the Corporation and Contractor shall be liable to pay hiring charges for the same at the rates prescribed in the Schedule.

9. REMOVING BAGS FROM STACKS AND POURING CONTENTS INTO FLAT STORAGE:

The Contractor shall, when required, remove foodgrain bags from stacks in the same or any other godown or from the side wall of a flat storage, cut open mouth of the bags pour the grain into the flat storage and carry out shovelling and leveling of the foodgrains.

10. FILLING LOOSE GRAINS FROM FLAT STORAGE:

Foodgrains from flat storage will normally to be taken out by vacuators or grain veyors supplied and operated by the Corporation. The vacuators will either discharge the grain into the baby pit or feed the hoppers of the automatic / weighing and filling machines (Velosac Machines) which are designed to fill the bags up to a prescribed weight. The Contractor shall supply the number of casual labour required in the operations of these machines in accordance with the instructions of the M.D, CGSWC or an Officer acting on his behalf. However, the Contractor, when required shall with their labour; take the loose grains out of the flat storage pit, making a baby bulk grain pit if necessary and fill the loose foodgrains into empty gunnies, carry them to scales, bring them up to a prescribed standard weight, stitch the bags with at least 16 stitches and stack them in the same or any other godown(s) or load them into wagons/ transport vehicles

PART-II

OTHER SERVICES

11 PHYSICAL VERIFICATION:

The Contractor shall, with his labour and scales and under his supervision, weigh such number of bags of foodgrains as may be required for physical verification. Weighment for this service shall be deemed to include carrying bags from stacks to weighing scales, putting them on scales, carrying out weighment, removing bags from scales, doing kaccha stacking inside or outside the godown, as and where necessary carrying the weighed bags and stacking them up to 10, 16, 20 or beyond 20 high as may be directed by M.D, CGSWC or an Officer on his behalf.

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

12 STANDARDIZATION:

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

13 FILLING GUNNIES WITH LOOSE GRAINS TO A PRESCIBED WEIGHT, STITCHING AND STACKING / LOADING / DELIVERY

Contractor shall, where necessary make heap (or Pala) or any loose grains, sweepings, damaged grains, etc, available in the godowns or anywhere else and fill the same into empty gunny bags. The filled bags shall be carried to scales, brought to the prescribed standard weight, stitched with at least 16 stitches and stacked or dispatched / delivered as required.

14 CLEANING:

The Contractor shall as and when required with his labour, clean the foodgrains, sweepings etc. Cleaning shall be deemed to include restacking the bags, weighing them to ascertain the pre-cleaned weight, carrying them to the place assigned for cleaning and subject to such process as winnowing, sifting, passing through the sieves or other methods of cleaning as cleaning by machines, etc, removing the cleaned grains, filling the grains in bags, weighing them to a standard weight prescribed by the MD, CGSWC or any Officer acting on his behalf, stitching the bags firmly with at least 16 stitches carrying the standardized bags and stacking them up to 10, 16, 20 or beyond 20 high or loading them into wagons/trucks/transport vehicles as directed, collecting the refraction, filling them in bags as directed, weighing them and stacking up to 10, 16, 20 or beyond 20 high or loading /delivering them as directed. Payment will be made only for the number of bags received after cleaning and standardization. No separate payment for the bags filled with refractions will be made.

15 DRYING OF DAMAGED FOODGRAINS :

The Contractor shall undertake drying of damaged foodgrains whenever required. Drying shall be deemed to include carrying foodgrain bags from stacks or anywhere else from the godown, cutting open the mouth of the bags, spreading the foodgrains inside or outside the godown and after drying making them into a pala, filling loose grains into empty gunnies up to a prescribed weight, stitching and stacking the bags in the same or another godown up to 10, 16, 20 or beyond 20 high or loading/delivering them as directed. If weighment is required to be done before cutting open the bags, it will be paid for separately.

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

16 REBAGGING:

The Contractor shall rebag loose grains or the contents of unserviceable bags into bags supplied by the Corporation. Rebagging shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a pala, if necessary filling bags up to a prescribed weight, stitching them, doing kaccha stacking inside or outside the godowns as and when necessary and stacking them into 10, 16, 20 or beyond 20 high or delivering / dispatching as directed.

17 LOADING OF OPEN WAGONS:

The Contractor shall load or unload open Railway wagons, wherever necessary. In addition to the normal duties and responsibilities attached to the service of loading/unloading Covered wagons, the Contractor shall also perform all other Auxiliary services incidental to handling of Open wagons.

18 LOADING OF BOX WAGONS:

The contractor shall load/unload Box Type (Open) wagons wherever necessary. In addition to the normal duties and responsibilities attached to the service of loading/unloading the covered wagons, the Contractor shall perform all other Auxiliary services incidental to the handling of Box type wagons.

19 BREAKING OF STACKS AND RESTACKING:

The Contractor shall as and when required remove bags from any stack(s) in the godown and restack in the same or another godown in to 10, 16, 20 or beyond 20 high.

20 COLLECTING OF SCATTERED BAGS:

The Contractor shall as and when required remove/collect the scattered bags from the godowns and stack them in the same or another godown 10, 16, 20 or beyond 20 high.

21 BUNDLING OF EMPTY GUNNIES :

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

22 STENCILLING OF BAGS:

The Contractor shall, with his working and stenciling materials, stencil such number of bags as may be directed by the MD, CGSWC or an Officer acting on his behalf. In full wagon loads the name of destination station in block English letters shall be stenciled on such number of bags as may be required. The particulars of the consignee, commodity and weight of the contents shall also be stenciled in small letters. The Contractor may with the prior permission of the MD, CGSWC or an Officer acting on his behalf, mark the bags in the prescribed manner with brush and inedible ink instead of stenciling.

23 SUPPLY OF TRUCKS FOR WARAFERI WITH TWO WARNERS:

The Contractor shall, whenever required by the MD, CGSWC or an Officer acting on his behalf, supply one or more trucks for waraferi with two warners for full day or half day for transporting foodgrains from one godown to another or for miscellaneous transport operations. The charges for supply of trucks shall be deemed to include the charges for the supply of two warners and No separate remuneration shall be paid thereof.

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24 SUPPLY OF CASUAL LABOUR:

The Contractor shall provide such number of Male or Female Casual Labours whenever asked to do so at short notice during day or night by MD, CGSWC or an Officer acting on his behalf, The payment of Casual labour wage shall not be less than the minimum statutory rates fixed by the appropriate authority for material period for Male / Female Casual labour per day. However, it will not entitle the Contractor to claim any increase during the currency of contract. The labour so supplied can be asked to do fumigation / brushing / dusting / spraying or pumping cyanogas with foot pumps wherever necessary.

NOTE: The Contractor shall be responsible to comply with the provisions of different labour laws as would be applicable at the relevant point of time.

25 CONTRACTOR TO ENSURE COMPLIANCE OF ORDER:-

It shall be the responsibility of the Contractor to follow the direction of the MD, CGSWC or an Officer acting on his behalf to undertake the following services:-

1. Loading / unloading of crates, tarpaulins, gunny bales or fumigation covers etc.
2. Shifting / transfer of filled bags with grains etc. from one truck /vehicle to another truck /vehicle.
3. Any other related work including dusting, fumigation / brushing, spraying or pumping cyanogas with foot pump etc.

XX DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

The Contractor shall carry out all items of services assigned or entrusted to them by the MD, CGSWC or an Officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said Officer. They shall render the services to the satisfaction of the MD, CGSWC or an Officer acting on his behalf together with such Auxillary 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. Remuneration for all Auxillary and Incidental duties and services not specifically provided for in the Schedule of Rates for services shall be deemed to be included in the remuneration for all Auxillary and Incidental duties.

Some of such Auxillary and Incidental duties are mentioned below :

1. The Contractor shall always be bound to act with reasonable diligence and in a business like manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.
2. The Contractor shall engage competent and adequate staff and labour to the satisfaction of the MD, CGSWC or an Officer acting on his behalf for ensuring

efficient handling and transport of foodgrains etc. and furnishing correct and up to date position/information / progress of work statement and accounts. The Contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, his servants or agents or representatives. The M.D, CGSWC shall have the right to ask for the dismissal of any employee of the Contractor, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc, of the Contractor, his servants or agents or representatives shall be final and binding on the Contractor.

3. The Contractor shall intimate the MD, CGSWC and / or Officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on his behalf in day to day working of the contract. It shall be the duty of those representative(s) to call at the office of the M.D, CGSWC or an Officer acting on his behalf every day and generally to remain in touch with them to obtain information about the programme of arrivals and dispatches to various recipients and other godown activities and to report the progress of loading/unloading / transport work, etc and generally to take instructions in the matter.
4. The Contractor shall take adequate steps and necessary precautions to avoid wastage and damage to the foodgrains etc; during the loading / unloading of trucks / carts / wagons / any other transport vehicle at the Railhead / Godowns or any other loading / unloading point. The Contractor shall be liable for any loss which the Corporation may suffer, on account of the bags not being properly handled. The decision of the MD, CGSWC regarding such loss shall be final and binding on the Contractor. He shall spread his own tarpaulins or gunny bales at the loading / unloading points to avoid wastage and damage.
5. The Contractor shall provide sufficient number of tarpaulins for each truck / cart / any other transport vehicle to cover the bags of foodgrains etc. during the rains and shall be responsible, if the foodgrains etc; are damaged by rain through his (Contractor) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the M.D, CGSWC in this matter shall be final and binding on the Contractor.
6. The Contractor shall provide his own planks and supporting bags to serve as ladders for the purpose of loading / unloading into / from trucks / carts / wagons or stacking. No filled bags (with grains etc.) shall be used in the operation.
7. The Contractor shall ensure that his workers do not use large hooks for handling foodgrain bags or any hook for handling flour, sugar and, fertilizer bags at any stage. The use of hooks other than those approved by the MD, CGSWC or an Officer acting on his behalf, for foodgrains or flour, sugar and fertilizer will render the contract liable to cancellation. The Contractor shall also be liable to make good to the Corporation any losses caused by the use of unauthorized hooks. The decision of the MD, CGSWC regarding such losses shall be final and binding on the Contractor. The

Contractor shall supply small regulation size hooks approved by the MD, CGSWC to their workers for handling foodgrain bags.

8. The Contractor shall obtain from the MD, CGSWC or an Officer acting on his behalf, particulars of consignments expected to be received and / or proposed to be despatched from / at, godowns / rail heads as the case may be. In case of receipt of foodgrains etc; the Contractor shall collect the relevant railway receipts and arrange to take delivery of consignment within the free time allowed by the Railways. If the railway receipts for a particular consignment is not available, the Contractor shall take delivery on indemnity bond. In special cases, the Contractor shall be required to take delivery or arrange dispatch of consignments of foodgrains etc; at short notice and he shall be bound to comply with such requests.
9. The Contractor shall obtain necessary forwarding notes, risk note forms, etc; prepared by CGSWC for obtaining the railway receipt in respect of consignments intended for dispatch by Railway.
10. If any consignment received has been booked "Freight to Pay" the Contractor shall pay Freight by means of Firms Credit Note which He shall obtain from the MD, CGSWC or an Officer acting on his behalf. But if for any reason(s) these are not issued, the Contractor shall himself pay the Freight in the first instance and then get reimburse the same by submitting a stamped and pre receipted bill supported by vouchers.
11. The Contractor shall ensure before the commencement of unloading of each wagon that the wagon seals are intact and if any wagon seal is found to be tampered with, he shall bring the matter to the notice of the Railway authorities and delivery of such consignment shall be taken in the presence of the Railway representative. The Contractor shall promptly report it in writing to the MD, CGSWC or an Officer acting on his behalf.
12. The Contractor shall keep a complete and accurate record / account of 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 MD, CGSWC or an Officer acting on his behalf and the Railway authorities concerned. He shall keep aside any stocks of damaged bags received in the wagons and after ascertaining the loss by weighment report the fact to the concerned authorities viz, the MD, CGSWC or an Officer acting on his behalf and the Railways.
13. The Contractor shall as and when required be also responsible for the cleaning of the interior of any type of wagon prior to loading to the satisfaction of the Officer(s) supervising loading / despatches. The remuneration for loading of the wagons shall be deemed to include the remuneration for such routine cleaning of wagons as and when to the extent found necessary.

14. The Contractor shall as and when required be also responsible for hand shunting of wagons to / from loading / unloading points. The remuneration for loading / unloading of wagons shall be deemed to include the remuneration for such hand shunting of wagons and to the extent found necessary.
15. The Contractor shall as and when required be also responsible for riveting and sealing of the doors of the wagons at the time of dispatch, or removing rivets or seals at the time of receipts.
16. The Contractor shall obtain Clear Railway Receipts or Said to Contain Railway receipts as the case may be in respect of consignments booked by him / CGSWC. If in any case the Railway refuses to issue railway receipts, the Contractor shall bring the matter in writing to the notice of the MD, CGSWC or an Officer acting on his behalf. If the Contractor find's any difficulty in getting Railway Receipt in respect of consignment packed in bags, he shall take up the matter with the Railways / CGSWC. Copies of all correspondence in the matter shall be sent by the Contractor to the MD, CGSWC / and or to the Officer acting on his behalf.
17. The Contractor shall obtain Railway Receipts expeditiously from the Railway and immediately after obtaining them, submit them to the MD, CGSWC / or an Officer acting on his behalf.
18. The Contractor shall also be responsible (as and when required) to put 6 labels each of the size 6"x9" bearing the name of the destination station in each wagon at the time of despatch.
19. The Contractor shall provide adequate number of stitchers and sweepers at their own cost at all loading / unloading and other operational points to carry out minor repairs to leaking bags with twine. The twine provided shall be three ply doubled up.
20. The Contractor shall collect all sweepings and spillings of foodgrains from wagons floors, loading/unloading points / godowns and fill them after cleaning, if necessary in slack bags or in other empty bags supplied by the Corporation and firmly stitch them with at least 16 stitches. The twine for this purpose shall be three ply doubled up and shall be provided by the Corporation.
21. The Contractor shall be responsible for unloading / loading the wagons within the free period allowed by the Railways and also for loading / unloading the trucks / carts / any other transport vehicles expeditiously. The Contractor shall be liable to make good any compensation demurrage / wharfage as per Railway rules in force during the period of contract, or other charges or expenses that may be incurred by the Corporation on account of delay in loading / unloading of trucks / carts and loading / unloading of wagons unless the delay is for reasons beyond the Contractor control. The decision of the MD, CGSWC, in this respect shall be final and binding on the Contractor.

22. The Contractor shall be responsible for obtaining consignee's receipts of all bags entrusted to him for carrying and for handing over the receipt next day to the MD, CGSWC or an Officer acting on his behalf.
23. The Contractor shall strictly abide by all rules and regulations of Railways and Police / Municipal authorities.
24. The Contractor shall be required to restack the bags without payment of any extra charges, if the directions for stacking the bags are not observed by him or if the stacking is faulty and not to the satisfaction of the MD, CGSWC or an Officer acting on his behalf. The Contractor shall also be responsible for any loss which the Corporation may suffer on account of the bags not being properly stacked. The decision of the MD, CGSWC regarding such loss shall be final and binding on the Contractor. The Contractor shall at the time of standardization, cleaning etc; ensure that the mouth of each bag is cut open cautiously and with utmost care so as to avoid any damage or loss to the bags and wastage of foodgrains. The Contractor shall be liable for, any loss to the Corporation on this account and the decision of the MD, CGSWC in the matter shall be final and binding on the Contractor.
The Contractor shall carry empty bags from the gunny storage godowns or from any other place indicated by the MD, CGSWC or an Officer acting on his behalf to the place(s) of operations for bagging, rebagging etc, and No extra remuneration for such carriage of empty bags will be payable on any account.
25. In carrying out the various operations involving carriage of bags inside or outside godowns, it is desirable that the use of wheeled contrivances like hand trolleys in progressively introduced for the alleviation of the lot of the labourers. Such hand trolley or wheeled contrivances will be supplied to the labourers by the Contractor at his own cost. No extra remuneration, whatsoever for the use of hand trolleys etc., for carriage of bags will be payable as it shall be deemed to be included in the rates provided for the relevant services.
26. The Contractor shall be responsible for keeping a complete and accurate account of all supplies of foodgrains etc; and empty gunny bags received by him from the Corporation and shall render accounts and furnish returns and statements in such a manner as prescribed by the MD, CGSWC or an Officer acting on his behalf from time to time.
27. The Contractor shall be responsible for the safety of the goods while in transit in his trucks / carts / any other transport vehicles and for delivery of quantity dispatched from the Railhead / Godowns etc; as the case may be to the destination or to the recipients to whom the grain etc; is required to be transported by the Contractor. He shall provide tarpaulins on the decks of the trucks, so as to avoid loss of the grain etc; through the holes / crevices in the decks of the trucks. He shall also exercise adequate care and take precautions to ensure that the foodgrain bags are not damaged while in transit in his trucks / carts / any other transport vehicles. He shall deliver the number of bags and the weight of foodgrains, fertilizers; etc; received by him and loaded on

his trucks. The Contractor shall be liable to make good the value of any shortage, wastage, loss or damage to the goods in transit at twice the average acquisition cost as applicable from time to time for all foodgrains and commodities other than sugar and thrice the average acquisition cost as applicable from time to time in respect of sugar except when MD,CGSWC (whose decision shall be final) decides that the difference between the weights taken at the dispatching and receiving ends is negligible and is due to discrepancies between the scales, gain or loss in moisture or other causes beyond the contractor's control. Such recovery shall be effected without prejudice to the rights of CGSWC to initiate civil / criminal proceedings against the defaulting Contractor wherever it is suspected that the shortages / losses occurred due to deliberate / willful omission, theft, misappropriation, irregularities etc, committed by the Contractor or his representatives / employees.

28. The Contractor shall be responsible for performing all or any of the services detailed in and arising out of this contract, also at night without any additional remuneration whenever required by the MD, CGSWC or an Officer acting on his behalf.
29. The Contractor shall make its own lighting arrangements for working at Night or Day time as per the requirement for loading / unloading / transport operations etc.
30. The Contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and unworkman like performance of any service under this contract or breach of any terms thereof or his failure to carry out the work with a view to avoid incurrence of demurrage, wharfage etc, and for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any Act whether negligent or otherwise of the Contractor himself or his employees. The decision of the MD, CGSWC regarding such failure of the Contractor and his liability for the losses etc. suffered by the Corporation shall be final and binding on the Contractor.
31. The Contractor shall provide and maintain correct weights and scales and carry out all the weighments accurately. The MD, CGSWC or an Officer acting on his behalf shall have the right to check the weights, scales and weight of any bag or bags or to open any bag for examination.
32. The Contractor shall, when directed to do so, arrange to obtain tarpaulins / ropes / lashes when supplied by the Railway, transport them, if necessary spread tarpaulins over or inside open box type or Leaky Covered Wagons as the case may be and tie the ropes / lashes over the consignments of foodgrains loaded in such wagons, 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 all Other Auxillary services connected with the handling of such wagons. The remuneration for loading / unloading of such wagons shall be deemed to include the remuneration for the aforesaid services also.
33. The Contractor shall display prominently on his truck two or more signboards as prescribed by the Corporation painted in black and in white indicating that the stocks

carried therein belong to the CGSWC. No extra remuneration whatsoever will be payable for displaying such signboards. The MD, CGSWC or an Officer acting on his behalf shall have the right to disallow loading of any truck with CGSWC stocks if the Contractor do not display prominently the sign boards of the aforesaid type.

34. The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle the Contractor shall be solely responsible for the same. Any Contractor resorting to overloading of the trucks in violation of the Rules will be treated as violating the terms & conditions of this contract for which his contract is liable to be terminated.
35. Nevertheless the Contractor is responsible to submit the Service Tax as applicable during the period of contract and will be liable for punitive action if not paid.

**MANAGING DIRECTOR
C.G. State Warehousing Corporation**

Annexure-II**PRE-CONTRACT INTEGRITY PACT****1. GENERAL**

- 1.1. This prebid contract Agreement (herein after called the Integrity Pact) is made on.....day of the month.....2014, between, the Chhattisgarh State Warehousing Corporation, N-3, Avanti Vihar, Raipur acting through, Manager Commercial (Designation of the Officer, Department) Government of Chhattisgarh (hereinafter called the "Corporation", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to APPOINT HANDLING AND TRANSPORT CONTRACTOR (name of the Stores / Equipment / Work / Service) and M/s..... represented by Shri..... (hereinafter called the "BIDDER / Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.
- 1.2. WHEREAS the BIDDER is a Private Company / Public Company / Government Undertaking/ Partnership / Registered Export Agency, constituted in accordance with the relevant law in the matter and the CORPORATION is a Ministry / Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the CORPORATION and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, 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 Contract to be entered into with a view to:-

- 2.1. Enabling the CORPORATION to obtain the desired Stores / Equipment / Work / Service 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
- 2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its official by following transparent procedures.

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3. COMMITMENTS OF THE CORPORATION

The CORPORATION commits itself to the following:-

- 3.1. The CORPORATION undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, 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.
- 3.2. The CORPORATION will, during the precontract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3. All the officials of the CORPORATION will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such Official(s) is reported by the BIDDER to the CORPORATION with the full and verifiable facts and the same *prima facie* found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

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

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and

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- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the CORPORATION or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the CORPORATION that the BIDDER is the original Manufacture / Integrator / Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CORPORATION or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care least any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money / Security Deposit, with the CORPORATION through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of.....

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the..... (CORPORATION) on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CORPORATION shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

6.2. The Earnest Money / Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and CORPORATION, including warranty period, whichever is later.

6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the CORPORATION to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed), as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the CORPORATION, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation / rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of Five years, which may be further extended at the discretion of the CORPORATION.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the CORPORATION, or alternatively, if any close relative of an officer of the CORPORATION has financial interest / stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the CORPORATION to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION, and if he does so, the CORPORATION shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

8. FALL CLAUSE

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8.1. The BIDDER undertakes that if 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 Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the CORPORATION, if the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1. The CORPORATION will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

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

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

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

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

9.6. The Monitor will submit a written report to the designated Authority of CORPORATION / Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

10. FACILITATION OF INVESTIGATION

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

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the CORPORATION.

12. 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 any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

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

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

14. The parties hereby sign this Integrity Pact aton.....

CORPORATION

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Department / PSU

Witness

Witness

1)

1)

.....

.....

2)

2)

.....

.....

**CHHATTISGARH STATE WAREHOUSING
CORPORATION**

**APPOINTMENT
OF
LOADING / UNLOADING / HANDLING
AND
TRANSPORT CONTRACTOR AT SPECIFIED
DEPOTS / GODOWNS / RAILHEADS
ETC. OF
CHHATTISGARH STATE WAREHOUSING
CORPORATION.**

PART - B

SCHEDULE OF RATES

(PRICE BID)

PRICE BID

**APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED
DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.**

SCHEDULE OF RATES AND SERVICES FOR HANDLING & TRANSPORT**CONTRACTOR AT _____**

PART -1, Receipts Deliveries				
1(a)	For unloading foodgrain bags from wagons/ trucks or any other transport vehicle, and stacking the bags in the Shed on the Plat -form/ground or vice-versa as mentioned in Clause-XIX, Part 1.1(a)	Rs. 42.00 Rs. Forty Two Only	Rs. 53.00 Rs. Fifty Three Only	Rs. 64.00 Rs. Sixty Four Only
b)	For unloading foodgrains bags from wagons/ trucks/any other transport vehicle and directly loading on trucks/any other transport vehicles /into wagons as mentioned in Clause XIX, Part 1(b)	Rs. 85.00 Rs. Eighty Five Only	Rs. 106.00 Rs. One Hundred Six Only	Rs. 127.00 Rs. One Hundred Twenty Seven only
2.	For transporting foodgrains bags to and from Railheads to the following godowns as mentioned in Clause-XIX, Part-1(2)	Per 100 Quantals per Km. for net Weight		
i)	First 5 (Five) Kms.—	Rs. 200.00 (Rs. Two Hundred Only)		
ii)	For Subsequent five Km. i.e. for distance more than 5 Kms. up to 10 Kms	Rs. 141.00 (Rs. One Hundred Forty One Only)		
iii)	For Subsequent ten Kms. i.e. for distance over 10 Kms. up to distance of 20 Kms.	Rs. 120.00 (Rs. One Hundred Twenty Only)		
	N.B. If animal drawn carts are used for transport, the rates are 25% less.			
3.	For unloading foodgrains bags from wagons /trucks/any other transport vehicles, stacking them on the platform/ground if necessary, carrying by head-loads/change of headload or wherever necessary by using hand-trolleys, carts etc., and stacking them inside the godowns after stacking the bags wherever necessary on the platform/ground as mentioned in Clause-XIX, Part-1(3).			
(i)	In the form of conventional stacks :-			
(a)	Upto 10 high.	Rs. 85.00 Rs. Eighty Five Only	Rs. 106.00 Rs. One Hundred Six Only.	Rs. 127.00 Rs. One Hundred Twenty Seven only
(b)	Upto 16 high (for actual number of bags stackedover 10 high)	Rs. 104.00 Rs. One Hundred Four Only.	Rs. 129.00 Rs. One Hundred Twenty Nine Only	Rs. 155.00 Rs. One Hundred Fifty Five Only
(c)	Upto 20 high (for actual number of Bags stacked over 16 high)	Rs. 120.00 Rs. One Hundred Twenty Only	Rs. 150.00 Rs. One Hundred Fifty Only	Rs. 181.00 Rs. One Hundred Eighty One Only
(d)	Beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 133.00 Rs. One Hundred Thirty Three Only	Rs. 169.00 Rs. One Hundred Sixty Nine Only	Rs. 205.00 Rs. Two Hundred Five Only
(ii)	In the form of a side wall or flat storage: -			
(a)	Upto 10 high	Rs. 85.00 Rs. Eighty Five Only	Rs. 106.00 Rs. One Hundred six Only	Rs. 127.00 Rs. One Hundred

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

				twenty Seven Only
(b)	Upto 16 high (for actual Number of bags stacked Above 10 high)	Rs. 104.00 Rs. One Hundred Four Only	Rs. 129.00 Rs. One Hundred twenty Nine Only	Rs. 155.00 Rs. One Hundred Fifty Five Only
(c)	Upto 20 high (for actual number of bags stacked above 16 high)	Rs. 120.00 Rs. One Hundred Twenty Only	Rs. 150.00 Rs. One Hundred Fifty Only	Rs. 181.00 Rs. One Hundred Eighty One Only
(d)	beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 133.00 Rs. One Hundred Thirty Three Only	Rs. 169.00 Rs. One Hundred sixty Nine Only	Rs. 205.00 Rs. Two Hundred Five Only
3.A	For lifting of foodgrain from the weighing scale and stacking them on the platform /ground if necessary, carrying them by headload/ change of headloads or wherever necessary by using hand trolleys/carts etc and stacking them in side the godowns after stacking the bags wherever necessary on platform/ ground.			
i)	In the form of stack			
a.	Up to 10 high	Rs. 85.00 Rs. Eighty Five Only	Rs. 106.00 Rs. One Hundred six Only	Rs. 127.00 Rs. One Hundred twenty Seven Only
b.	Upto 16 high for actual No of bags stacked over 10 high)	Rs. 104.00 Rs. One Hundred Four Only	Rs. 129.00 Rs. One Hundred twenty Nine Only	Rs. 155.00 Rs. One Hundred Fifty Five Only
c.	Upto 20 high(for actual No. of bags stacked over 16 high)	Rs. 120.00 Rs. One Hundred Twenty Only	Rs. 150.00 Rs. One Hundred Fifty Only	Rs. 181.00 Rs. One Hundred Eighty One Only
d)	beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 133.00 Rs. One Hundred Thirty Three Only	Rs. 169.00 Rs. One Hundred sixty Nine Only	Rs. 205.00 Rs. Two Hundred Five Only
ii)	In the form of side wall for flat storage			
a.	Up to 10high	Rs. 85.00 Rs. Eighty Five Only	Rs. 106.00 Rs. One Hundred six Only	Rs. 127.00 Rs. One Hundred twenty Seven Only
b.	Up to 16 high (for actual No of bags) stacked over 10 high	Rs. 104.00 Rs. One Hundred Four Only	Rs. 129.00 Rs. One Hundred twenty Nine Only	Rs. 155.00 Rs. One Hundred Fifty Five Only
c.	Up to 20 high (for actual No. bags stacked over 16 high)	Rs. 120.00 Rs. One Hundred Twenty Only	Rs. 150.00 Rs. One Hundred Fifty Only	Rs. 181.00 Rs. One Hundred Eighty One Only
d.	beyond 20 high (for actual number of bags stacked above 20 High)	Rs. 133.00 Rs. One Hundred Thirty Three Only	Rs. 169.00 Rs. One Hundred sixty Nine Only	Rs. 205.00 Rs. Two Hundred Five Only
4	For unloading foodgrains bags from wagons /trucks / any other transport vehicles, stacking the bags,wherever necessary on the platform/ground, carrying the bags to the flat storage pit carrying by head loads or change of headloads or where necessary by using hand trolleyes, carts etc;			

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

	cutting open the mouth of the bags and putting the loosegrains into the pit including levelling and sheveling as mentioned in Clause XIX, Part-1(4)			
	a. For baby bulk pit	Rs. 85.00 Rs. Eighty Five Only	Rs. 106.00 Rs. One Hundred six Only	Rs. 127.00 Rs. One Hundred twenty Seven Only
	b. For regular fiat storage pit inside the godowns	Rs. 104.00 Rs. One Hundred Four Only	Rs. 129.00 Rs. One Hundred twenty Nine Only	Rs. 155.00 Rs. One Hundred Fifty Five Only
5	For carrying the bags of foodgrains from stacks by headloads or change of headloads or wherever necessary using hand trolleys carts etc; and loading into wagons/trucks/any other transport vehicles, or putting them in a countable position after stacking the bags wherever necessary on the platform/ground as mentioned in Clause-XIX, Part-I(5)	Rs. 104.00 Rs. One Hundred Four Only	Rs. 129.00 Rs. One Hundred twenty Nine Only	Rs. 155.00 Rs. One Hundred Fifty Five Only
6	For carrying the foodgrains bags by means of truck from the railway siding to the godowns exceeding 200 meters situated in the same premises or vice versa as mentioned in Clauses XIX Part-1(6)	Rs. 294.00 Rs. Two Hundred Ninty Four Only	Per 100 Quintals Nett.	
7	For transporting the foodgrain bags by trucks from one godown to another godown/railhead or any other place or vice-versa for which rates have not been specifically fixed, as mentioned in Clause-XIX, Part-I (7).	Rs. 119.00 Rs. One Hundred Ninteen Only	Per 100 Quintals Nett.	
	N.B If animals drawn carts are used for transport, the rates are 25% less.			
8	For welghment of foodgrains (as mentioned in Clause XIX Part-1 (8)	Rs. 42.00 Rs. Fourty Two Only	Rs. 53.00 Rs. Fifty Three Only	Rs. 64.00 Rs. Sixty Four Only
	NOTE:- Whenever weighment is done in conjunction with any other service(s), the wieghment charges will be paid in addition for the number of bags actually weighed, provided always that the contractor shall not use his own weighing scales, where the same are available with the Corporation and the contractor shall be liable to pay a hire charge per scale per month or part of a month as indicated below:-			
	a) Beam Scale	Rs. 35.00 Rs. Thirty Five Only.		
	b) Weighing Machine	Rs. 175.00 Rs. One Hundred Seventy Five Only		
9.	For removing the foodgrains bags from the stack in the same or any other godowns or from the side wall of a flat storage, cutting open the mouth of bags and putting the grains into the flat storage including leveling and shoveling as mentioned in Clause-XIX, Part-I (9):-			

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

a)	For baby bulk pit	Rs. 85.00 Rs. Eighty Five Only	Rs. 106.00 Rs. One Hundred Six only	Rs. 127.00 Rs. One Hundred Twenty Seven Only
b)	For regular flat storage in side the godown	Rs. 104.00 Rs. One Hundred Four Only	Rs. 139.00 Rs. One Hundred Thirty Nine Only	Rs. 154.00 Rs. One Hundred Fifty Four Only
10.	For filling gunnies upto a prescribed Weight the gunnies as mentioned in Clause-XIX, Part-I (10); and			
i)	Stacking in the same godowns			
a)	Upto 10 high	Rs. 104.00 Rs. One Hundred Four Only	Rs. 129.00 Rs. One Hundred Twenty Nine Only	Rs. 155.00 Rs. One Hundred Fifty Five Only
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 120.00 Rs. One Hundred Twenty Only	Rs. 150.00 Rs. One Hundred Fifty Only	Rs. 181.00 Rs. One Hundred Eighty One Only
c)	Upto 20 high (for actual number of bags stacked over 16 high)	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Seventy One Only	Rs. 206.00 Rs. One Hundred Six Only
d)	beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 155.00 Rs. One Hundred Fifty Five Only	Rs. 192.00 Rs. One Hundred Ninty Two Only	Rs. 230.00 Rs. One Hundred Thirty Only
ii)	Slacking in another Godown			
a)	upto 10 high	Rs. 120.00 Rs. One Hundred Twenty Only	Rs. 150.00 Rs. One Hundred Fifty Only	Rs. 181.00 Rs. One Hundred Eighty One Only
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Sevety One Only	Rs. 206.00 Rs. Two Hundred Six Only
c)	upto 20 high (for actual number of bags Stacked over 16 high)	Rs. 155.00 Rs. One Hundred Fifty Five Only	Rs. 193.00 Rs. One Hundred Ninty Three Only	Rs. 232.00 Rs. Two Hundred Thirty Two Only
d)	beyond 20 high (for actual number of bags stacked above 20 high) OR	Rs. 174.00 Rs. One Hundred Seventy Four Only	Rs. 216.00 Rs. Two Hundred sixteen	Rs. 259.00 Rs. Two Hundred fifty Nine Only
iii)	Loading into wagons/trucks/any other Vehicles Or placing bags outside the godowns in a countable Position	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Sevety One Only	Rs. 206.00 Rs. Two Hundred Six Only
	<u>PART-II- OTHER SERVICES</u>			
11.	PHYSICAL VERIFICATION:-			
	For breaking the stacks, weighing the bags and restacking the bags as mentioned in Clause-XIX, Part-II (11)			
i)	In the same godowns or outside the godown:			
a)	Upto 10 high	Rs. 104.00 Rs. One Hundred Four Only	Rs. 129.00 Rs. One Hundred twenty Nine Only	Rs. 155.00 Rs. One Hundred Fifty Five Only
b)	Upto 16 high (for actual number of bags Stacked over 10 high)	Rs. 120.00 Rs. One Hundred Twenty Only	Rs. 150.00 Rs. One Hundred Fifty Only	Rs. 181.00 Rs. One Hundred Eighty One Only

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

c)	Upto 20 high (for actual number of bags stacked over 16 high)	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Sevety One Only	Rs. 206.00 Rs. Two Hundred Six Only
d)	beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 155.00 Rs. One Hundred Fifty Five Only	Rs. 192.00 Rs. One Hundred Ninty Two Only	Rs. 230.00 Rs. Two Hundred Thirty Only
ii)	In another godowns:-			
a)	Upto 10 high	Rs. 120.00 Rs. One Hundred Twenty Only	Rs. 150.00 Rs. One Hundred Fifty Only	Rs. 181.00 Rs. One Hundred Eighty One Only
b)	Upto 16 high (for actual number of bags Stacked over 10 high)	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Sevety One Only	Rs. 206.00 Rs. Two Hundred Six Only
c)	upto 20 high (for actual number of bags Stacked over 16 high)	Rs. 155.00 Rs. One Hundred Fifty Five Only	Rs. 193.00 Rs. One Hundred Ninty Three Only	Rs. 232.00 Rs. Two Hundred Thirty Two Only
d)	beyond 20 high (for actual number of bags stacked above 20 high)	Ps. 174.00 Rs. One Hundred seventy four Only	Rs. 216.00 Rs. Two Hundred sxiteen Only	Rs. 259.00 Rs. Two Hundred fifty Nine Only
12.	STANDARDISATION:- For standardization of bags as mentioned in Clause-XIX, Part-II(12) including:-			
i)	Stacking in the same godown:-			
a)	Upto 10 high)	Rs. 120.00 Rs. One Hundred Twenty Only	Rs. 150.00 Rs. One Hundred Fifty Only	Rs. 181.00 Rs. One Hundred Eighty One Only
b)	Upto 16 high (for actual number of bags stacked over 10 high	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Seventy One Only	Rs. 206.00 Rs. Two Hundred Six Only
c)	upto 20 high (for actual number of bags stacked over 16 high)	Rs. 155.00 Rs. One Hundred Fifty Five Only	Rs. 193.00 Rs. One Hundred Ninty Three Only	Rs. 232.00 Rs. Two Hundred Thirty Two Only
d)	beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 174.00 Rs. One Hundred Seventy Four Only	Rs. 216.00 Rs. Two Hundred sixteen Only	Rs. 259.00 Rs. Two Hundred fifty Nine Only
ii)	Stacking in another godown:			
a)	Upto 10 high	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Sevety One Only	Rs. 206.00 Rs. Two Hundred Six Only
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 155.00 Rs. One Hundred Seventy Three Only	Rs. 193.00 Rs. One Hundred Ninety Three Only	Rs. 232.00 Rs. Two Hundred Thirty Two Only
c)	upto 20 high (for actual number of bags stacked over 16 high)	Rs. 173.00 Rs. One Hundred Seventy Three Only	Rs. 214.00 Rs. Two Hundred Fourteen Only	Rs. 258.00 Rs. Two Hundred fifty Eight Only

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d)	beyond 20 high (for actual number of bags stacked above 20 high) OR	Rs. 191.00 Rs. One Hundred Ninty One Only	Rs. 232.00 Rs. Two Hundred Thirty Two Only	Rs. 276.00 Rs. Two Hundred Seventy Sex Only
iii)	Loading into wagons/trucks/any other Vehicles or placing the foodgrains bags Outside the godown in a countable position.	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Seventy One Only	Rs. 206.00 Rs. Two Hundred Six Only
13.	For filling gunnies with loose grains upto a prescribed weight and stitching the gunnies as mentioned in Clause-XIX, Part- II (13), and			
i.	Stacking in the same godown:			
a)	Upto 10 high	Rs. 120.00 Rs. One Hundred Twenty Only	Rs. 150.00 Rs. One Hundred Fifty Only	Rs. 181.00 Rs. One Hundred Eighty One Only
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 155.00 Rs. One Hundred Fifty Five Only	Rs. 193.00 Rs. One Hundred Ninty Three Only	Rs. 232.00 Rs. Two Hundred Thirty Two Only
c)	Upto 20 high (for actual number of bags Stacked over 16 high)	Rs. 172.00 Rs. One Hundred Seventy Two Only	Rs. 214.00 Rs. Two Hundred Fourteen Only	Rs. 258.00 Rs. Two Hundred Fifty Eight Only
d)	beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 180.00 Rs. One Hundred Eighty Only	Rs. 224.00 Rs. Two Hundred Twenty four Only	Rs. 271.00 Rs. Two Hundred Seventy One Only
ii)	Stacking in another godown:-			
a)	Upto 10 high	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Seventy One Only	Rs. 206.00 Rs. Two Hundred Six Only
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 155.00 Rs. One Hundred Fifty Five Only	Rs. 193.00 Rs. One Hundred Ninty Three Only	Rs. 232.00 Rs. Two Hundred Thirty Two Only
c)	Upto 20 high (for actual number of Bags stacked over 16 high)	Rs. 172.00 Rs. One Hundred seventy Two Only	Rs. 214.00 Rs. Two Hundred Fourteen Only	Rs. 258.00 Rs. Two Hundred fifty Eight Only
d)	beyond 20 high (for actual number of bags stacked above 20 high) OR	Rs. 188.00 Rs. One Hundred Eighty Eight Only	Rs. 234.00 Rs. Two Hundred Thirty Four Only	Rs. 284.00 Rs. Two Hundred Eighty Four Only
iii)	Loading into wagons/trucks/any other Vehicles or placing the foodgrains bags Outside the godown in a countable position	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Seventy One Only	Rs. 206.00 Rs. Two Hundred Six Only
14.	CLEANING:-			
	For carrying the bags from stacks in the godown (or from any other place in the godown premises) weighing them, passing the contents through sieves or cleaning machines, filling the cleaned grains into the bags upto a prescribed weight, stitching the bags and then stacking as mentioned in Clause-XIX, Part-II (14):-			
a)	Upto 10 high	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Seventy One Only	Rs. 206.00 Rs. Two Hundred Six

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

				Only
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 155.00 Rs. One Hundred Fifty Five Only	Rs. 193.00 Rs. One Hundred Ninty Three Only	Rs. 232.00 Rs. Two Hundred thirty two only
c)	Upto 20 high (for actual number of bags Stacked over 16 high)	Rs. 172.00 Rs. One Hundred seventy Two Only	Rs. 214.00 Rs. Two Hundred Fourteen Only	Rs. 258.00 Rs. Two Hundred Fifty eight Only
d)	beyond 20 high (for actual number of bags stacked above 20 high) OR	Rs. 188.00 Rs. One Hundred Eighty Eight Only	Rs. 234.00 Rs. Two Hundred Thirty Four Only	Rs. 284.00 Rs. Rs. Two Hundred eighty four only
iii)	Loading into wagons/trucks/any other Vehicles or placing the foodgrains bags Outside the godown in a countable position	Rs. 155.00 Rs. One Hundred Fifty Five Only	Rs. 193.00 Rs. One Hundred Ninty Three Only	Rs. 232.00 Rs. Two Hundred thirty two only
15.	<u>DRYING:-</u> For carrying the foodgrains bags from the stacks or anywhere in the godown premises, cutting open the mouth of bags, spreading out the foodgrains and after drying filling the loose grains into empty gunnies upto a prescribed weight, stitching the bags and then stacking the bags in the same or another godown as mentioned in Clause-XIX Part-II(15):-			
a)	Upto 10 high	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Seventy One Only	Rs. 206.00 Rs. Two Hundred Six Only
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 155.00 Rs. One Hundred Fifty Five Only	Rs. 193.00 Rs. One Hundred Ninty Three Only	Rs. 232.00 Rs. Two Hundred Thirty Two Only
c)	Upto 20 high (for actual number of bags Stacked over 16 high)	Rs. 172.00 Rs. One Hundred seventy Two Only	Rs. 214.00 Rs. Two Hundred Fourteen Only	Rs. 258.00 Rs. Two Hundred fifty Eight Only
d)	beyond 20 high (for actual number of bags stacked above 20 high) OR	Rs. 188.00 Rs. One Hundred Eighty Eight Only	Rs. 234.00 Rs. Two Hundred Thirty Four Only	Rs. 284.00 Rs. Two Hundred Eighty Four Only
iii)	Loading into wagons/trucks/any other Vehicles or placing the foodarains bags Outside the godown in a countable position	Rs. 155.00 Rs. One Hundred Fifty Five Only	Rs. 193.00 Rs. One Hundred Ninty Three Only	Rs. 232.00 Rs. Two Hundred Thirty Two Only
16.	For rebagging contents of unserviceable Bags of loose grains into bags to a prescribed Weight and stacking in the godown as mentioned in Clause-XIX, Part-II(16)			
a)	Upto 10 high	Rs. 120.00 Rs. One Hundred Twenty Only	Rs. 150.00 Rs. One Hundred Fifty Only	Rs. 178.00 Rs. One Hundred Seventy Eight Only
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Seventy One Only	Rs. 206.00 Rs. Two Hundred Six Only
c)	Upto 20 high (for actual number of bags Stacked over 16 high)	Rs. 155.00 Rs. One Hundred Fifty Five Only	Rs. 193.00 Rs. One Hundred Ninty Three Only	Rs. 232.00 Rs. Two Hundred Thirty Two Only
d)	beyond 20 high (for actual number of bags stacked	Rs. 174.00	Rs. 216.00	Rs. 256.00

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

	above 20 high) OR	Rs. One Hundred Seventy Four Only	Rs. Two Hundred sixteen Only	Rs. Two Hundred Fifty Six Only.
e)	Loading into wagons/trucks/any other Vehicles or placing the foodgrains bags Outside the godown in a countable position	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Seventy One Only	Rs. 206.00 Rs. Two Hundred Six Only
17.	Additional charges for unloading/loading of open wagons as mentioned in Clause-XIX Part-II(17)	Rs. 17.00 Rs. Seventeen Only	Rs. 21.00 Rs. Twenty One Only	Rs. 28.00 Rs. Twenty Eight Only
18.	Additional charges for unloading/loading of Box wagons as mentioned in Clause-XIX Part-II (18)	Rs. 34.00 Rs. Thirty Four Only	Rs. 42.00 Rs. Fourty Two Only	Rs. 50.00 Rs. Fifty Only
19.	For breaking the stacks and restacking as mentioned in Clause-XIX, Part-II (19):			
i	Stacking in the same godown:-			
a)	Upto 10 high	Rs. 69.00 Rs. Sixty Nine Only	Rs. 85.00 Rs. Eighty Five Only	Rs. 102.00 Rs. One Hundred Two Only
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 81.00 Rs. Eighty One Only	Rs. 102.00 Rs. One Hundred Two Only	Rs. 123.00 Rs. One Hundred Twenty Three Only
c)	Upto 20 high (for actual number of bags Stacked over 16 high)	Rs. 104.00 Rs. One Hundred Four Only	Rs. 129.00 Rs. One Hundred Twenty Nine Only	Rs. 155.00 Rs. One Hundred Fifty Five Only
d)	beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 165.00 Rs. One Hundred Sixty Five Only	Rs. 197.00 Rs. One Hundred Ninty Seven Only
ii)	in another godown:"			
a)	Upto 10 high	Rs. 85.00 Rs. Eighty Five Only	Rs. 106.00 Rs. One Hundred Six Only	Rs. 127.00 Rs. One Hundred Twenty Seven Only
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 104.00 Rs. One Hundred Four Only	Rs. 129.00 Rs. One Hundred Twenty Nine Only	Rs. 155.00 Rs. One Hundred Fifty Five Only
c)	upto 20 high (for actual number of bags stacked over 16 high)	Rs. 120.00 Rs. One Hundred Twenty Only	Rs. 150.00 Rs. One Hundred Fifty Only	Rs. 181.00 Rs. One Hundred Eighty One only
d)	beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 133.00 Rs. One Hundred Thirty Three Only	Rs. 169.00 Rs. One Hundred Sixty Nine Only	Rs. 205.00 Rs. Two Hundred Five Only
19.A	For breaking the stack, bringing the bags of food grains upto scale point weighment.	Rs. 35.00 Rs. Thirty Five Only	Rs. 42.00 Rs. Fourty Two Only	Rs. 51.00 Rs. Fifty One Only
20	Removing/collecting scattered bags of foodgrainss and stacking them as mentioned in Clause-XIX, Part-II(20):-			
a)	Upto 10 high	Rs. 52.00 Rs. Fifty Two Only	Rs. 64.00 Rs. Sixty Four Only	Rs. 77.00 Rs. Seventy Seven Only

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 69.00 Rs. Sixty Nine Only	Rs. 85.00 Rs. Eighty Five Only	Rs. 102.00 Rs. One hundred Two Only
c)	Upto 20 high (or actual number of bags Stacked over 16 high)	Rs. 85.00 Rs. Eighty Five Only	Rs. 106.00 Rs. One Hundred Six Only	Rs. 127.00 Rs. One Hundred Twenty Seven Only
d)	beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 100.00 Rs. One Hundred Only	Rs. 126.00 Rs. One Hundred Twenty Six Only	Rs. 151.00 Rs. One Hundred Fifty One Only
21	Removing /collecting empty bags, Bundling them as stacking the bundles in the godowns as mentioned in Clause-XIX Part-II(21).			Rs. 42.00 Rs. Fourty Two Only
22	For stenciling of bags as mentioned in Clause-XIX, Part-II (22)			Rs. 42.00 Rs. Fourty Two Only
23	For trucks supplied for waraferi with two warners as mentioned in Clause-XIX, Part-II (23)	Per 10 (Ten) Tonne & Above Capacity Truck		Rs. 1680.00 Rs. One Thousand Six Hundred Eighty Only
	a) For full day over 5 hours	Per 10 (Ten) Tonne & Above Capacity Truck		Rs. 1176.00 Rs. One Thousand One Hundred Seventy Six Only
	b) For half day upto 5 hours			
24.	For supply of casual labour as mentioned in Clause XIX Part 11(24)			
	(i) Male/Female labour per head per day (ii) Male/Female labour per head per half day (upto 5 hours) (ii) Male labour per head per night	Minimum wages prescribed by the local Govt. from time to time in order to cover his services Charge:, and margin : contractor will be paid 10% over the minimum wages fixed by local authorities from time to time, NO ASOR percentage is payable. In addition to his service charges and margin of profit the contractor shall be paid their statutory liabilities of EPF 10% of minimum wages on production of proof that such deposits have been mode by the contract to EPF authorities		
25(i)	(a) Loading of crates.	Rs. 1.00 per pece Rs. One Only for per piece		
	(b) Unloading and stacking crates.	Rs. 2.00 per pece Rs. Two Only for per piece		
(ii)	(a) Loading of Tarpaulins/gunny bales or fumigation covers	Rs. 2.00 per pece Rs. Two Only for per piece		
	(b) Unloading and stacking of Tarpaulins or gunny bales or fumigation covers	Rs. 2.00 per pece Rs. Two Only for per piece		
26.	For carrying the food grains in the bags from anywhere in the godown premises, cutting open the mouth of the bags, pouring out the contents on floor/ tarpaulin, making heap/palla, mixing or blending thoroughly to present desire quality, filling the grains in the bags to prescribed weighthment, stitching the bags (with atleast 16			

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

	stitches) and stacking.			
a)	Upto 10 high	Rs. 137.00 Rs. One Hundred Thirty Seven Only	Rs. 171.00 Rs. One Hundred Seventy One Only	Rs. 206.00 Rs. Two Hundred Six Only
b)	Upto 16 high (for actual number of bags stacked over 10 high)	Rs. 155.00 Rs. One Hundred Fifty Five Only	Rs. 193.00 Rs. One Hundred Ninty Three Only	Rs. 232.00 Rs. Two Hundred Thirty Two Only
c)	Upto 20 high (for actual number of bags Stacked over 16 high)	Rs. 172.00 Rs. One Hundred seventy Two Only	Rs. 214.00 Rs. Two Hundred Fourteen Only	Rs. 258.00 Rs. Two Hundred Fifty Eight Only
d)	beyond 20 high (for actual number of bags stacked above 20 high)	Rs. 188.00 Rs. One Hundred Eighty Eight Only	Rs. 234.00 Rs. Two Hundred Thirty Four Only	Rs. 284.00 Rs. Two Hundred Eighty Four Only
27	For unloading paddy bags in the premises from any transport vehicles /truck /carts and carrying them by head load / change of head load after cutting open the mouth of bags and feeding par-boiling tank dryer/silos/pits of the mills.			
28	For unloading paddy bags in the premises stacking the bags near the par-boiling tank/dryer silos/pits of the mills.			
29	For removing the bags from the stack near the par -boiling Tank/dryer pit/silos/pit of the mill and after cutting open the mouth of bags feed parboiling tank /dryer/silos.			
30	For collecting and filling the food grain produced by MRM viz. Rice/Nakoo/ Bran into empty gunnies upto prescribed Weight, weighing stitching the bags (with at least 16 stitches) and			
i)	Stacking the bags in the attached godowns or outside the godown/dryer shed in a countable position.			
a)	Upto 10 high			
b)	Upto 16 high (for actual number of bags stacked over 10 high)			
c)	upto 20 high (for actual number of bags Stacked over 16 high)			
d)	beyond 20 high (for actual number of bags stacked above 20 high)			
ii)	Stacking the bags in a godown other than the attached godown of the Rice Mill but with in the premises of the depot in which the MRM is situated.			
a)	Upto 10 high			
b)	Upto 16 high (for actual number of bags stacked over 10 high)			
c)	upto 20 high (for actual number of bags stacked over 16 high)			
d)	beyond 20 high (for actual number of bags stacked above 20 high)			
iii)	Loading/delivery of bags as directed			
31.	For removing husk / ashes of the husk from the mill premises to a described place away/ from the mill Dump/dispose the husk with permission of public Health Municipal Authority.			

NOTE : The rate of transport of foodgrains quoted in preceding schedules for items 2, 6, & 7 is subject to the following terms and conditions:-

1. The rates for transport of foodgrains etc. is on the basis of net weight of foodgrains which includes all taxes, duties, cess etc.
2. No separate remuneration will be payable for part of gunnies as the remuneration therefore shall be deemed to be included in the rates for transport of net weight of foodgrains.
3. The transport charges are payable for the distance covered by loaded lorries / any other vehicle and not for distances covered on return journey or from garage to place of loading or back to garage. Payment on net weight basis envisaged in the note above applies to handling operations also.
4. Transport charges shall be payable for 1 kilometer when the distances covered by a loaded/lorry/any other vehicle per trip is less than one kilometer, for distance over one kilometer per trip, the distance covered by a lorry/any other vehicle shall in all cases be rounded off to the nearest 0.50 kms. (applicable to item -7).
5. The distance will be reckoned as fixed by the Chief Engineer PWD or any officer nominated by him or by the MD, CGSWC or checked by an Officer acting on his behalf rounded off to the nearest 0.50 kms (applicable to item-7).
6. No compensation shall be admissible to the Contractor in respect of the detention of trucks/any other vehicle at godowns, railway goodshed / railway siding or any other loading / unloading point(s) or any other place(s) unless such detention be of extraordinary kind and the decision of the MD, CGSWC on all such claims shall be final both as regards the admissibility and an amount, if any of the compensation.
7. No compensation shall be admissible to the Contractor on account of non availability of work sufficient to engage the number of trucks / cart / or any other vehicles / labour specified in any programme issued by the MD, CG SWC or an Officer acting on his behalf.
8. The weight of bags of foodgrain etc. loaded/unloaded into from trucks/carts/or any other vehicles / wagons at the Railway siding/Railway goodshed / godowns/other loading and unloading point(s), shall be worked out on the basis of cent percent weighment if the bags are non-standardized, and on a check weighment of percentage of bags not exceeding 10 per cent, if the bags are standardized, before being loaded / unloaded. The representative of the

Contractor shall be present at the time of checking of weights at the loading / unloading points etc.

9. The rates for item 6 of the schedule of the rates is applicable to the godowns situated at a considerable distance from the Railway siding in the same premises which have been indicated in the invitation to tender (under place of operation) titled General Information. This rate includes the remuneration for loading into and unloading from trucks and will be paid in addition to the rate fixed for service item no. 3 or 4 or 5, when the MD CGSWC is satisfied that the trucks are actually engaged for carrying the bags from the railway siding. The decision of the MD, CGSWC regarding the admissibility of this claim shall be final and binding on the Contractor.

NOTE No. 1.

No Charges other than those mentioned above shall be payable in respect of the services described in parts-I and II of the Schedule of the Services or any other duties, services and operation which are Auxiliary and/or Incidental to the principal services.

NOTE No. 2.

In case of bags of weight upto 42 Kg and 52 Kg, the same rates will be applicable for handling operations as that of bags of weight of 40 Kg and 50 Kg respectively.

MANAGING DIRECTOR

C.G. STATE WAREHOUSING CORPORATION

**CHHATTISGARH STATE WAREHOUSING
CORPORATION**

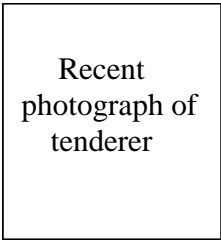
**APPOINTMENT
OF
LOADING / UNLOADING / HANDLING
AND
TRANSPORT CONTRACTOR AT SPECIFIED
DEPOTS / GODOWNS / RAILHEADS
ETC. OF
CHHATTISGARH STATE WAREHOUSING
CORPORATION.**

APPENDIX-I

(TO BE SUBMITTED ONLY ONLINE WITH ENVELOPE- B)

Appendix-I(i)

FORWARDING LETTER.



From... (Full Name & Address of the tenderer).....

To,

THE MANAGING DIRECTOR,
CG STATE WAREHOUSING CORPORATION
N-3, Avanti Vihar, Near Railway crossing
Telibandha, Raipur
Chhattisgarh

Dear Sir,

1. I submit the Online Tender for appointment as Handling & Transport Contractor for the designated Centre..... within a distance of 20 kilometre on % Above or Below the Schedule of Rates or / for the Centre exceeding 20 kilometre from.....to.....on flat Rates as Rs./ MT / Km.
2. I have thoroughly examined and understood all the terms & conditions as contained in the Tender Document, Invitation to Tender; General Information to Tenderer and its Annexure & Appendix and agree to abide by them.
3. I agree to keep the offer open for acceptance as per the Key dates and to the extension of the said date by 30 days in case it is so decided by the MD, CGSWC. I / We shall be bound by communication of acceptance of the offer dispatched within the time. I / we also agree that if the date up to which the offer would remain open is declared a holiday for the Corporation the offer will remain open for acceptance till the next working day.
4. Demand draft No. / Electronic Clearing System (ECS) Ref. dated..... drawn on the for Rs..... Rupees..... (In words) is enclosed as Earnest Money. In the event of my / our tender being accepted, I / We agree to furnish with in fifteen working days of acceptance of the tender Security Deposit as stipulated in the Tender.
5. I hereby undertake to furnish an Additional Performance Guarantee in the form of Bank Guarantee of 10% of the contract value from any Nationalised Public Sector Bank which shall be valid and enforceable till Six Months after the expiry of the contract period (For tenderers without having the requisite experience) in addition to Security Deposit in the form of Bank Draft or Pay order or through ECS and Bank Guarantee.

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

- 6. I do hereby declare that the entries made in the tender and Appendices / Annexures attached therein are true and also that I / We shall be bound by the Act of my / our duly constituted Attorney.
- 7. I hereby declare that my Firm / Company has not been blacklisted or otherwise debarred during the last five years by the CGSWC, or any department of Central or State Government or any other Public Sector Undertaking, or any other client, for any failure to comply with the Terms and Conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.(*)

OR

I hereby declare that I, My Firm / Company was blacklisted / debarred by..... (here give the name of the client) for a period of....., which period has expired on.....

(Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*)

(*) (strike out whatever is not applicable)

- 8. I hereby declare that No contract entered into by me, my Firm / Company with the CGSWC, or any department of Central or State Government or any other Public Sector Undertaking or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.
- 9. I hereby declare that the Earnest Money Deposit and / or Security Deposit has not been forfeited or adjusted against any compensation payable. in the case of any Contract entered into by Me / My Firm / Company / Us with the CGSWC, or any Department of Central or State Government or any other Public Sector Undertaking during the last five years,
- 10. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

I / We certify that all the information furnished by Me / Us is correct and true and in the event that the information is found to be incorrect / untrue, the CGSWC shall have the right to disqualify Me / Us without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other right that the Corporation may have under the Contract and Law.

(Signature of Tenderer)

With

Name and Seal.

APPENDIX. I (ii)**(TECHNICAL AND COMMERCIAL DETAILS OF THE TENDERER)**

(TO BE FILLED IN BY THE TENDERER)

<u>Sl. No.</u>	<u>Particulars</u>	<u>Details</u>
1.	Name, Date of Birth and Address of the Tenderer, email id & Contact No.	
2.	Composition of tenderer:- (State whether the tenderer is a proprietorship concern, or registered partnership firm, or a company). The name of the proprietor or all Partners, of the Directors of the company, as applicable, should be given.	
3.	Business in which the tenderer is employed together with particulars of the Head office and branches, if any are located	
4.	Income Tax PAN Card of the tenderer.	

(ii) List of Documents to be attached and duly signed by the Tenderer.

- a) Attested copy of Registered deed of Partnership / Memorandum and Articles of Association / By- Laws / Certificate of Registration etc. as applicable.
- b) Power of Attorney of person signing the Tender.
- c) Certificate of Experience and details thereof.
- d) Duly audited Profit & Loss Account and Balance Sheet of relevant completed years for which Experience Certificate has been submitted by the Tenderer.
- e) Copy of Income Tax return / PAN Card.
- f) Copy of EPF Code Number and proof of deposit of EPF for the relevant Experience period if applicable.
- g) Copy of Service Tax Registration No.
- h) ESIC code from the concerned Department.

I submit that all the Information and Documents provided by Me are True and to the best of my Knowledge. If at any stage if the Information and Documents are found to be false, I will be wholly liable for the Acts and my Contract could be terminated by the authorities

(Signature & seal)

(Authorized Signatory)

APPENDIX - 1 (iii)

(Proforma of Bank Guarantee of Security Money Deposit)

[NOTE: TO BE SUBMITTED BY THE SUCCESSFUL TENDERER ONLY AT THE PERIOD OF AWARD OF THE TENDER.]

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

This Deed of Guarantee made this day of.....between..... (Name of Bank) having its registered office at..... (place) and one of its local offices at.....(hereinafter referred to as the Surety), in favour of CGSWC, a Statutory Corporation established under the SWC Act 1962 having its Head office at N-3, Avanti Vihar, Raipur (hereinafter referred to as CGSWC)

WHEREAS M/s..... (hereinafter referred to as “Tenderer”) having its Registered Office at is bound to furnish performance Guarantee in the form of Bank Guarantee with CGSWC in connection with the award of a Tender for Handling & Transport Contract at..... (Name of the centre).

WHEREAS the Tenderer as per Clause No..... of Terms and Conditions of the Tender No..... dated..... has agreed to furnish Performance Guarantee by way of Bank Guarantee for Rs..... for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

NOW THIS WTNESSETH:

1. That the Surety in consideration of the above tender made by the Tenderer to CGSWC hereby undertake to pay on demand by the CGSWC and without demur, and without notice to the Tenderer the said amount of Rs.....(Rupees.....).
2. This Guarantee shall not be affected / discharge by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of CGSWC, Tenderer or the surety.
3. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of CGSWC in writing.

4. Notwithstanding anything contained in the foregoing, the Surety's liability under this Guarantee is restricted to Rs.....(Rupees)
5. This Guarantee shall remain in force and effective upto.....and shall expire and become ineffective only on written intimation given to the surety by CGSWC for this purpose and in that case this Guarantee shall stand discharged.
6. The Surety will make the payment pursuant to the Demand issued by CGSWC notwithstanding any dispute or disputes raised by the Tenderer against CGSWC, Bank or any other person(s) in any suit or proceeding pending before any court or Tribunal as the Surety's liability under this guarantee is absolute and unequivocal.
7. Any forbearance, act or omission on the part of CGSWC in enforcing any of the conditions of the said Tender or showing any indulgence by CGSWC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by CGSWC.
8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the surety in writing on or before the Surety shall be discharged from all liabilities under this Guarantee thereafter.
9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this Deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED

For and on behalf of above named Bank

For and on behalf of

(Banker's Name and Seal)

APPENDIX -1 (iv)

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

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

This Deed of Guarantee made this..... day of..... between..... (Name of Bank) having its Registered office at (place) and one of its local offices at.....(hereinafter referred to as the Surety), in favour of CGSWC a Statutory Corporation established under the SWC act 1962 having its Head Office at. N-3 Avanti Vihar, Raipur. (hereinafter referred to as CGSWC).

WHERE As M/s..... (hereinafter referred to as "Tenderer") having its Registered Office at..... is bound to furnish Performance Guarantee in the form of Bank Guarantee with CGSWC in connection with the award of a Tender for Handling & Transport Contract at..... (Name of the centre).

WHEREAS the Tenderer as per clause No..... of Terms and Conditions of the Tender No. dated has agreed to furnish Performance Guarantee by way of Bank Guarantee for Rs.for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to CGSWC hereby undertakes to pay on demand by the CGSWC and without demur, and without notice to the Tenderer, the said amount of Rs.....(Rupees.....).
2. This Guarantee shall not be affected / discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of CGSWC, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this Guarantee during its currency except with previous consent of CGSWC in writing.

APPOINTMENT OF LOADING / UNLOADING / HANDLING AND TRANSPORT CONTRACTOR AT SPECIFIED DEPOTS / GODOWNS / RAILHEADS ETC. OF CHHATTISGARH STATE WAREHOUSING CORPORATION.

4. Notwithstanding anything contained in the foregoing, the Surety's liability under the Guarantee is restricted to Rs..... (Rupees),
5. This Guarantee shall remain in force and effective upto,..... and shall expire and become ineffective only on written intimation given to the Surety by CGSWC for this purpose and in that case this Guarantee shall stand discharged.
6. The Surety will make the payment pursuant to the Demand issued by CGSWC notwithstanding any dispute or disputes raised by the Tenderer against CGSWC Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the surety's liability under this Gurantee is absolute and unequivocal.
7. Any forbearance, act or omission on the part of CGSWC in enforcing any of the conditions of the said Tender or showing any indulgence by CGSWC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by CGSWC.
8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before..... the Surety shall be discharged from all liabilities under Guarantee thereafter,
9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED

For and on behalf of above named Bank

For and on Behalf of

(Banker's Name and Seal)

CHHATTISGARH STATE WAREHOUSING CORPORATION**APPENDIX -1 (v)****(Proforma of Work Experience Certificate To Be Produced By the Tenderer).**

sl. No	Name of the Client / Customer Served	Nature of the work / Contract executed	Contract Period	Product Handed	Volume of work Handed in MT	Total Value of work / Contract executed	Remarks

Signature & Seal of the Tenderer

Dated-----

**CHHATTISGARH STATE WAREHOUSING
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OF
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AND
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DEPOTS / GODOWNS / RAILHEADS
ETC. OF
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CORPORATION.**

APPENDIX- II

(TO BE SUBMITTED ONLY PHYSICALLY WITH ENVELOPE - B)

CHHATTISGARH STATE WAREHOUSING CORPORATION

Appendix-II(i)

AFFIDAVIT

I.....S/o.....Aged...
..... year resident of
..... (address) (For and
on behalf of), do hereby and herewith solemnly
Affirm / State on Oath that :-

- 1- All documents and Information's furnished by Me are correct in all respects and is to the best of my knowledge and belief.
- 2- I have not suppressed or omitted any information as is required.
- 3- I am / We are / none of our Partner or Director is neither Black listed nor debarred by Govt .of India / Other State Govt. Departments / Chhattisgarh State Govt. Departments / Semi Govt. Departments.
- 4 I am / We are / none of our Partner or Director is neither terminated nor Earnest Money / Security Deposit has been forfeited by any Department of Govt .of India / Other State Govt. / Chhattisgarh State Govt. / any Semi Govt. Departments.
- 5- I, hearby authorize the Chhattisgarh State Warehousing Corporation Officials to get all the documents verified from appropriate source(s).

Deponent
(.....)
Authorized signatory/for and
On behalf of
.....
(affix seal)

Verification

IS/o do here by affirm
that the contents stated in Para 1 to 5 above are true to the best of my knowledge and belief and are
based on my / our record.

Verified that thisdate of2014..... at (Place)..... Seal
of attestation by Public Deponent

Notary with date (.....) Authorized signatory / for and On behalf of
.....
(affix seal)