

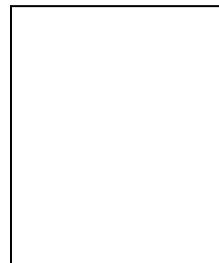
HARYANA STATE WAREHOUSING CORPORATION

District Office, _____
Phone No. _____ FAX _____

Cost Rs 100/- (Rupees one hundred only)
per tender form

Tender Sr. No HWC/HTC.....

CR. No..... Date.....



COPY SHALL BE RETAINED BY THE TENDERER

INVITATION FOR TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF CONTRACTORS (HTC) FOR LOADING/UNLOADING/HANDLING AND TRANSPORTATION OF FERTILIZER STOCKS AT STATE WAREHOUSE GODOWNS AT..... AND RAILHEADS AT.....

A. Last Date for receipt of tender upto..... P.M. on dated.....

Note- If the last date fixed for receipt of the tenders is subsequently declared a holiday, the tender will be received upto the next working day but there will be no change in time for receipt of the tenders as indicated above.

B. Tenders to be opened at.....P.M. on dated.....at District office, Haryana State Warehousing Corporation,_____.

Note- If the date fixed for opening of tenders is subsequently declared a holiday, the tenders will be opened on the next working day but there will be no change in the time for opening of tenders indicated above.

C Tender to remain open for acceptance upto and inclusive of.....

Note:-

(1) The Managing Director Haryana State Warehousing Corporation, Panchkula or an officer authorized to act on his behalf, may at his discretion, extend this date by a fortnight and such extension shall be binding on the tenderer.

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

D. If any tender is withdrawn or modified in contravention of clause 'C' above, the earnest money of the tenderer shall stand forfeited.

From: The District Manager,
Haryana State Warehousing Corporation,

_____.

To

Shri/M/s
.....
.....

Dear Sir(s)

For and on behalf of the Haryana State Warehousing Corporation (hereinafter called the Corporation), the District Manager, Haryana State Warehousing Corporation, _____ invites tenders for the appointment of contractors (**HTC**) for loading/unloading/transportation/ rebagging/standardization, etc. of **fertilizers** in and around SWH, _____ for a period of _____ years from dated _____.

A. Place of Operation

- (i) The words 'in and around' shall mean and include the points of operation upto a distance of 8 Kms. in any direction from the Railway Station of _____.
- (ii) The State Warehouse has an estimated storage capacity of MTs. comprising owned and hired godowns.
- (iii) The capacity of the Warehouse can increase or decrease whether within the existing godowns or due to hiring/construction/acquisition of new godowns and in such an event the contract shall not be rendered void 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 he shall not be entitled to make any claim whatever against the Corporation, for compensation, revision of rates or otherwise due to increase/decrease in number of godowns storage capacity.

B. Brief Description of work:

- (i) The description of the work to be carried out by H &T Contractor has been given in the 'Schedule of Rates' attached at **APPENDIX-I**, which forms a part of the tender.
- (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 the rates quoted by them for various services shall be deemed to have been done after such acquaintance. Once a tender is submitted by a person/party, he/they shall be deemed to have fully acquainted himself/themselves with the size and location of godowns vis-a-vis loading and unloading points and he/they shall not be entitled to any compensation arising out of any discrepancy in size and location of godowns found later on or on the ground that the workers employed by him are demanding

higher rates of wages for load involved in certain operations is more or the bags to be handled are heavier.

(iii) Based on the market trend and the relevant factors, the Corporation has prescribed rates for each of the services mentioned in the '**Schedule of Rates**' attached at **APPENDIX-I**.

(iv) The tenderer shall offer rates on a uniform percentage reduction or enhancement, as the case may be, in the rates mentioned in the said '**Schedule of Rates**'. In case the rates are quoted in a manner other than mentioned above the tenders are liable to be ignored. The tenderer should not incorporate any condition in the tenders, as conditional tenders are likely to be ignored.

C. Volume of work :

(i) No definite volume of work to be performed can be guaranteed during the currency of the contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the Schedule of rates will be required to be performed.

(ii) The contract, if any, which may eventuate from this tender, shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the tenderer and as given under the head "Acceptance of Tender."

D The instructions to be followed for submitting the tender are given below :-

1. Signing of Tender

(i) Person or Persons signing the tender shall state in what capacity he or they are signing the tender e.g. as a sole proprietor of a firm or as a Secretary/Manager/Director etc. of a limited company. In the case of partnership firms, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all the matters pertaining to the contract, including the Arbitration Clause. The original or an attested copy of the partnership deed should be furnished along with the tender. In case of limited company the name of the Director, shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the company. Copy of the Memorandum and articles of Association of the Company shall be attached to the tender. In the case of Hindu undivided family, the names of the family members should be disclosed & the 'karta' who can bind the firm should sign the form and indicate his status below his signature.

(ii) The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that

he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract including the Arbitration Clause. If the persons so signing the tender fails to produce the said power of attorney his tender shall be liable to summary rejection without prejudice to any other right of the Corporation under the law. 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 concern. In the case of Hindu undivided family the 'Power of Attorney' should be signed by the 'Karta' who by his signature, can bind the firm.

2. Earnest Money

(i) Each tender must be accompanied by the earnest money of Rs. _____, (Rs. _____) calculated @ 2% of the estimated value of the contract, in the form of a Demand Draft/Pay order in favour of '**Haryana State Warehousing Corporation**' payable at _____. Earnest money can also be deposited in cash and in this case the cash receipt must be attached with the tender form. The tenders not accompanied by earnest money shall be summarily rejected.

(ii) The earnest money shall liable to be forfeited if the tenderer, after submitting his tender, resiles from or modifies his offer and or the terms and conditions thereof in any manner it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money is also liable to be forfeited in the event of the tender's failure after the acceptance of his tender to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the Corporation under the contract and law. The earnest money will be returned to all unsuccessful tenderers as soon as practicable after decision on tenders and to a successful tenderer after he had furnished a security deposit. No interest shall be payable on the amount of earnest money in any case.

3. Security Deposit

The successful tenderer shall furnish security deposit of Rs. _____, (Rs. _____) in lump sum at the time of joining. The other details and the procedure etc. are given in the terms and conditions of the tender.

4. Documents to be attached to Tender

The tenderer should submit the tender documents, including "Invitation to Tender" intact, without detaching any page, duly filled in/completed and **signed on each page of** tender form including the schedule of rates. However, the

tender form must be accompanied by the following documents, failing which the tender may be ignored.

- i) Certified copy of Partnership deed/Memorandum & Articles of association/Bye laws etc. as applicable.
- ii) Authorization letter for signing the tender form.
- iii) One passport size photograph must be attached on the prescribed space of tender.
- iv) Experience certificate oh handling work for the last three years from the competent authority.
- v) Bank statement for the last 6 months.
- vi) Proof of immoveable/moveable assets owned by the tenderer/partners, if any.
- vii) Income Tax Return for the last two years, if any.

5. Delivery of Tender:

- (i) The tender shall be submitted in sealed cover mentioning "Tender for appointment of HTC at State Warehouse, _____ and rail head at _____ addressed to the concerned District Manager, Haryana State Warehousing Corporation, _____ (complete address). The tenderer must quote uniform percentage below or above the Scheduled rates for all the works mentioned in **Appendix-I**. Outstation tenderer are advised to send their tenders by Registered post.
- (ii) The tender form shall be filled in by the tenderer neatly and accurately. Any alteration, erasure or over-writing will render the tender invalid. Alteration duly attested with full signature of the tenderer, however, is permitted.

6. Opening of Tenders:

The tenders will be opened in the office of the, District Manager, Haryana State Warehousing Corporation, _____, (complete address) at the time and date indicated above. The tenderer will be at liberty to be present, either in person or through an authorized representative, at the time of opening of tenders.

7. Corrupt Practices

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

8. Acceptance of Tenders

The Managing Director Haryana State Warehousing Corporation, Panchkula or an officer authorized to act on his behalf reserves the right to reject any or all the tenders without assigning any reason and does not bind himself to accept the lowest or any tender. The successful tenderer will be informed about the acceptance of his tender through a letter/telegram or formal "Acceptance of the tender." Where the acceptance is communicated by telegram, the formal acceptance of tender will be forwarded to the contractor as soon as possible but the telegram must be acted upon immediately. The contractor shall submit the joining report within ten days of the acceptance of tender and simultaneously submit the agreement, as per **Appendix-II**, besides depositing the security as per Clause No D-3 above.

Yours faithfully,

(On behalf of the Managing Director,
Haryana State Warehousing Corporation, Panchkula)

Terms and conditions governing Contracts for Loading/ Unloading and Transportation of Fertilizer and other services related thereto at State Warehouse _____ and Railhead at _____.

I. Definition:

- (i) The term "Contract" shall include the intimation to tenderer incorporating also the instruction to tenderer, the tender it appendixes and schedules, acceptance of tender and such general and special conditions as may be added to it.
- (ii) The term "Contractors" shall include the person or persons, firm or company with whom the contract has been placed including their executors, administrators, successors and their permitted assignees, as the case may be.
- (iii) The term "Contract rates" shall mean the rates of payment accepted by Managing Director.
- (iv) The term "Corporation" or "Haryana State Warehousing Corporation" wherever occurs shall mean the Haryana State Warehousing Corporation, Established under Warehousing Corporation Act, 1962, and will include its District Managers as successors and assignees.
- (v) The term "Godown" shall mean the Godowns belonging to or in occupation of the Corporation at any time.
- (vi) The "Service" shall mean the performance of any of the items of work enumerated in the schedule including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Managing Director or any person authorized by him on his behalf.
- (vii) The term "Managing Director" shall mean the Managing Director of the Haryana State Warehousing Corporation.
- (viii) The term "Manager" shall mean an Officer of the Corporation for the time being in-charge of the State Warehouse concerned.
- (ix) The term "truck" wherever mentioned shall mean mechanically driven vehicles such as lorries etc. and exclude animal driven vehicles.
- (x) The term "platform" whenever mentioned shall also include all existing Railway lines whether on or of the platform.

II. Objects of the Contract:

The Corporation shall render all or any of the services given in the "Schedule of Rates" as and when necessary and as directed from time to time by the Managing Director Haryana State Warehousing Corporation, Panchkula or an officer acting on his behalf together with such additional, auxiliary and incidental duties, services and operations as may be indicated by the Managing Director Haryana State Warehousing Corporation, Panchkula or an officer acting on his behalf and which are not inconsistent with these terms and conditions.

III. Parties to the Contract:

(a) The parties to the contract are the contractor and the Haryana State Warehousing Corporation represented by the Managing Director and/or any other person authorized and acting on his behalf.

(b) The person signing the tender or any other documents forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm as the case may be. In such matters, pertaining to the contract including the arbitration clause, if, on enquiry, it is found that the person concerned has no such authority, the Haryana State Warehousing Corporation represented through the Managing Director, or any officer acting on his behalf may without prejudice to other civil and criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.

(c) Notice or any other action to be taken on behalf of the Haryana State Warehousing Corporation may be given/taken by the Managing Director or any other officer so authorized and acting on his behalf.

IV. Constitution of Contractors:

(a) Contractor shall, at the time of submission of tender, declare whether they are sole proprietary concern or registered partnership firm or private limited company or public limited company incorporated in India or Hindu undivided family. The composition of the partnership, names of Directors of companies and name of the 'Karta' of Hindu undivided family shall also be indicated. The contractor shall also nominate a person in whose hands the management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the contractors in respect of the contract and whose acts shall be binding to the contractors.

(b) The contractor, during the currency of the contract, shall not make any change in the constitution of the firm without the prior approval of the Corporation. The contractor shall notify to the Corporation the death/resignation of the Partners/Director immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract.

V. Subletting:

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

VI. Relationship with third Parties:

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

VII. Liability for personnel:

All persons, employed by the contractors, shall be engaged by them as their own servants in all respects and the responsibility under the Indian Factories Act or the Workmen's Compensation Act or Employees Provident Fund Act or any other similar enactment in respect of all such Persons shall be that of the contractors. The contractors shall be bound to indemnify the Corporation against all claims, whatsoever, in respect of the said personnel under the Workmen's Compensation Act, 1923 or any statutory modification thereof or otherwise or for in respect of damage or compensation payable in consequence of any accident or injury sustained by workmen or other person whether in employment of the contractor or not.

VIII. Bribes, Commission Corrupt Practices, Gifts etc.

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

IX. Welfare and Health of Contract Labour:

The contractors shall comply with the provisions of the contract Labour (Regulation & abolition) Act, 1976 as amended upto date.

X. Stitching of Bags with Machines:

(i) Stitching of bags with stitching machines after standardization, rebagging etc. will be compulsory and there will be no exemption. When the contractor uses stitching machines supplied by the Corporation for the purpose of stitching bags he will have to pay hire charges @ Rupees Sixty per month or part thereof. Provided that in case the bags standardized during the month are less than 1200 Bags this rental charges @ 5 paise per bag be recovered from Labour Contractor. In case stitching machine is not used in any month, no hire charges shall be payable by the contractor.

(ii) In case the Contractor utilize the services of an employee of the Corporation for doing stitching of bags with machines he will have to pay operation charges @ Rs. 5/- per 100 bags to the Corporation.

XI. Period of Contract :

The contract shall remain in force for a period of **two years** from _____ or such later date as may be decided by the Managing Director and /or any other person authorized and acting on his behalf who also reserves the right:

- (i) to extend the contract for upto a maximum period of one more year on the same rate and same terms & conditions.
- (ii) to terminate the contract at any time during its currency without assigning any reason thereof by giving thirty days notice in writing to the contractor/s at their last known place of residence/business and the Contractor/s shall not be entitled to any compensation by reason of such termination.

The action of the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him under this clause shall be final, conclusive and be binding on the contractors and shall not be called into question.

XII. Summary Termination

(a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of the contract or any of the term and conditions governing the contract, the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him shall be at liberty to terminate the contract forthwith, without prejudice to any other rights or remedies under the contract and to get the work done for the remaining period of the contract at the risk and cost of the contractor and to claim from the contractors any resultant loss sustained or costs incurred.

(b) The Managing Director, Haryana State Warehousing Corporation, or the person authorized by him shall also have, without prejudice to other right and remedies, the right, in the event of breach by the contractors of any of the terms and conditions of the contract, to terminate the contract forthwith, and to get the work done, for the remaining period of the contract, at the risk and cost of the contractor and to forfeit the security deposit or any part thereof for the sum or sums due to any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation, consequent upon such termination or due to contractor's negligence or un-workman like performance of any of the services under the contract.

(c) The contractor shall be responsible to supply adequate and sufficient labour and trucks carts or any other transport vehicle, for loading/unloading, transport and carrying out any other service under the contract in accordance with the instructions

issued by the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him. If the contractors fail to supply the requisite number of labour and trucks/carts, the authorized person shall at his entire discretion, without terminating the contract, be at liberty to engage other labour, trucks/carts etc. at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges expenses, costs or losses that the Corporation may incur or suffer thereby. The contractors shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him, in this context, shall be final and binding on the contractors.

XIII. Security Deposit:

(a) The contractors shall furnish, at the time of joining, security deposit of Rs. _____ (Rs. _____) in lump sum as calculated @ 10% of the estimated value of the contract, failing which the contract shall be liable to cancellation at the risk and cost of the contractor and subject to such other remedies as may be open to the Corporation under the terms of the contract.

However, in case the quantum of work increases at a particular centre, Managing Director, Haryana State Warehousing Corporation, or the person authorized by him is required to ask the Labour Contractor to deposit the additional amount of security @ 10% of the increased financial implication or recover the amount from the pending bills of the contractor. Similarly, in case the quantum of work decreases at a particular centre, the amount of security can be reduced proportionately.

(b) The security shall be deposited in the form of demand draft in favour of the Haryana State Warehousing Corporation with the concerned District Manager/Manager.

(c) If the successful tenderer has previously held any contract and furnished security deposit, he will furnish 'No Dues Certificate' from the concerned District Manager for adjustment of earlier security against fresh security.

(d) The Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof for the time it is held by the Corporation.

(e) The security deposit will be refunded to the contractor on due and satisfactory performance of the services, and on completion of the obligations by the contractors under the terms of the contract and on submission of a 'No Dues Certificate', subject to such deduction from the security as may be necessary for making up of the Corporation's claims against the contract.

(f) In the event of termination of the contract envisaged in Clause 'XII' above, the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him shall have the right to forfeit the entire or any part of the amount of security deposit lodged by the Contractors or to appropriate the Security Deposit or

any part thereof in or towards satisfaction of any sum due to be claimed for any damages, losses, charges expenses or costs that may be suffered or incurred by the Corporation.

(g) The decision of the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him in respect of such damages, losses, charges, expenses shall be final and binding on the contractors.

(h) In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to contractor under this or any other contract with the corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractors shall pay to the Corporation on demand, the remaining balance.

(i) 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 any time be less than the specified amount.

XIV. Liability of contractors for losses etc. suffered by the Corporation:

(a) The contractor shall be liable for all costs, damages, demurrage, warfage forfeiture of wagon registration fees, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and un-workman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage etc. and for all damages or losses occurred to the Corporation or in particular to any property or plant belonging to Corporation due to any act whether negligent or otherwise of the contractor and his employees. The decision of the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him regarding such failure of the contractor and his liability, for the losses etc. suffered by the Corporation shall be final and binding on the contractors.

(b) The Corporation shall be at liberty to reimburse themselves of any damages, losses, charges, cost or expenses suffered or incurred by them due to contractors' negligence and un-workman 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 thereafter may become due to the contractors under this or any other contract with the Corporation. In the event of the sum which may be due from the Corporation as aforesaid being insufficient the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in Clause 'XIII'. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractors shall pay to the

Corporation, on demand, the remaining balance or the aforesaid sum claimed.

(c) In the event of default on the part of the contractors in providing labour, and on their failure to perform any of the service mentioned in this agreement efficiently and to the entire satisfaction of the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him, the authorized person shall without prejudice to other rights and remedies under this agreement, have the right to recover by way of compensation from the contractors a sum of Rs. One hundred only or such lesser sum per day on part thereof As the Managing Director, in his absolute discretion, may determine the decision of District Manager/Manager on the questions whether the contractors have committed such default or have failed to perform any of such services efficiently are liable to pay compensation and as to the quantum of such compensation, subject to approval by the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him, shall be final and binding on the contractors.

(d) The contractor shall be responsible for the safety of the goods from the time the goods are loaded on their trucks from Railway Station or siding/ godowns until the goods have been unloaded from their trucks at godowns or at other destinations. They shall provide tarpaulins on decks of the trucks, to avoid loss of material etc through the holes/crevices in the decks of the trucks. They shall deliver the number of bags and the weight of fertilizers received by them and loaded on their trucks and shall be liable to make good the value of any loss, shortage or damage during transit. The concerned Manager will be the sole judge for determining, after taking into consideration all the relevant circumstances, the quantum and value of loss and also the liability of the contractors for such loss and the amount to be recovered from them. The decision of the Manager in this regard shall be final and binding on the contractors.

(e) The contractor shall be responsible for building proper stack in block system in countable manner. In case there is any variation or improper stacking in the godowns, the contractor shall restack the same stacks within 7 days of the pointing out of the variation by the Manager. In case the contractor fails to do the needful within the given time, the Manager will be at liberty to get the work done by engaging other labour and the cost thereof shall be deducted from the sum due to the contractor under this or any other contract with the Corporation or from the security deposit furnished by the contractor.

(f) The contractor shall be responsible for numerical shortage, if any, detected in the interior of the stacks at the time of delivery of stocks stacked by him and the losses on this account suffered by the Corporation will be recoverable from the Contractor. This will be recovered from security deposit of the contractors and if the amount of security deposit falls short of this claim then from the bills of the contractor and if still remains outstanding then the contractor shall remit the same within 30 days of demand.

(g) The contractor shall provide clear counting of number of bags unloaded from the wagons and associate himself or authorized representative to supervise counting of bags of the consignment unloaded at Railhead. He will also be responsible for watch and ward of the stocks at Railhead and ensure the correct delivery of bags at godowns. In case of any shortage in number of bags/weight he will be responsible for shortages/losses/damages.

XV. Set Off:

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

XVI. Book Examination:

The contractor shall, whenever, required produce or cause to be produced for examination by the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him any cost or other accounts, book of accounts, vouchers, receipts, memoranda in writing or any copy of extract from any such document and also furnish information and return, verified in such manner as may be required relating to the execution of the contract. The decision of the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him on the question or relevancy of any document, information and 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 Managing Director, Haryana State Warehousing Corporation, or the person authorized by him.

XVII. Volume of work :

Subject as hereinafter mentioned, the Corporation do not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. The mention of any item of work in this contract does not by itself-confer a right on the contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them. The Corporation will also have exclusive right to appoint one or more contractors for any or all the services mentioned in the schedule and to divide the work 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.

XVIII Remuneration :

(a) The contractors shall be paid the remuneration in respect of services described in the schedule and performed by them at the contracted rates.

(b) If the contractors are required to perform any service in addition to those specifically provided for in the contract and the schedule, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed by the mutual agreement.

(c) The contractors will have the right to present in writing to the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him that particular service which they are being called upon to perform is not covered by any of the services specifically provided for in the contract or as the case may be is not auxiliary or incidental to such services provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing received within the said time, the contractors' right in such regard will be deemed to have been waived off.

(d) The question whether a particular service is or not covered by any of the services not specifically described and provided for in the contract or is not auxiliary or incidental to any of such services shall be decided by the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him whose decision shall be final and binding on the contractors.

XIX- Payment

(a) Payment will be made by the concerned District Manager of Haryana State Warehousing Corporation, on submission of pre-receipted bill through the Manager, State Warehouse. The bills will be submitted in triplicate duly supported by consignee's receipt or work certificate issued by the Manager or any officer acting on his behalf as the case may be.

(b) The certificate of the Manager be obtained and enclosed with the bill about building proper and countable stack in block system.

(c) The contractors should submit all their bills not later than one month from the date of expiry of the contract so that the refund of security deposit may be speeded up. To avoid late disposal of bills, the contractors are advised to submit their bills weekly/fortnightly.

(d) Deduction of Income tax, at the rate applicable as per Income Tax rules, will be made at source by the District Manager, Haryana State Warehousing Corporation.

(e) The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.

XX. Delay, Strikes etc.

The contractors will not be responsible for delay which may arise on account of reasons beyond their control of which the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him shall be the final judge. Strikes by contractors' labour on account of any dispute between the contractor and their labour as to wages or otherwise will not be deemed to be a reason beyond the

contractors' control and the contractor shall be responsible for any loss/damage which the Corporation may suffer on this account.

XXI. Law Governing the Contract:

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

XXII. Arbitration:

(a) All disputes & differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of the Managing Director, Haryana State Warehousing Corporation, Panchkula and if the Managing Director is unable or unwilling to act as sole arbitrator, some other person willing to act as such arbitrator, will be appointed by the Managing Director, Haryana State Warehousing Corporation, Panchkula. There will be no objection to any such appointment that the person appointed is an employee of the Corporation that he had to deal with the matters to which the contract related and that, in the course of his duties as such employee of the Corporation he had expressed views on all or any one of the matter in dispute or difference. The award of such Arbitrator shall be final and binding on the parties to this Contract. It is a term of this contract that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Haryana State Warehousing Corporation at the time of such transfer vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Haryana State Warehousing Corporation, Panchkula, aforesaid, should act as Arbitrator and it for any reason that is not possible the matter is not to refer to arbitration at all.

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

(c) It is further provided that the Arbitrator may, from time to time, with the consent of the parties, enlarge the time, for making and publishing the award.

(d) The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sol, discretion.

(e) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

(f) The work under the contract shall, if possible will continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceeding.

(g) The costs of arbitration shall be borne by the parties as per the decision of the arbitrator.

(h) The arbitrator shall give separate award in respect of each dispute or difference referred to him.

Subject as aforesaid the Arbitration Act, 1996 shall apply to the Arbitration proceedings under this clause:

XXXIII. Duties and Responsibilities of the Contractors:

1. Contractors shall carry out all items of services assigned or entrusted to them by the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him 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 Managing Director, Haryana State Warehousing Corporation, or the person authorized by him together with such auxiliary and 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 auxiliary and incidental duties and services not specifically provided for in the schedule of rates for services shall be deemed to be included in the remuneration provided for various services specifically mentioned in the schedule. The contractor shall always be bound to act with responsible, diligence and in a business like manner and to use such skill as they possess in the conduct of their activities.

2. The contractors shall engage competent and adequate staff and labour to the satisfaction of the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him for ensuring efficient handling & transport of fertilizer and furnishing correct and upto date position/information/progress of work, statements and accounts. The contractor shall be responsible for the good conduct of his employees and shall compensate the Corporation for losses, conduct of their employees and shall compensate the Corporation for loss arising from neglect, carelessness, want of skill or misconduct of themselves their servants or agents or representative. The Managing Director, Haryana State Warehousing Corporation, or the person authorized by him 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, their servants or agents or representatives shall be final and binding on the contractors.

3. The contractor shall give the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him, the name of one or more responsible representatives authorized to act on his behalf in day to day working of the contract. It shall be the duty of the representative to call at the office of the Managing Director,

Haryana State Warehousing Corporation, or the person authorized by him, 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 fertilizer during loading/unloading of trucks, parts/wagons/ any other transport vehicle at the rail head/godown, standardization, P.V. etc. 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 Managing Director, Haryana State Warehousing Corporation, or the person authorized by him regarding such losses shall be final and binding on the contractor. They shall spread tarpaulins or gunny hags at the loading/unloading point to avoid wastage and damage.

5. The contractor shall provide sufficient number of tarpaulins of each trucks/carts/any other transport vehicle to cover the bags of fertilizer during rains and shall be responsible, if the fertilizers are damaged by rain through their (contractors) failure to supply adequate number the tarpaulins or to take reasonable precautions.

6. The contractors shall ensure that their labour do not use hooks for handling fertilizer bags at any stage. The contractor shall also be liable to make good the loss to the Corporation, if any, caused by the use of hooks.

7. The contractor shall obtain from the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him, particulars of consignments expected to be received and or proposed to be dispatched from/for godown/railhead as the case may be. In the case of receipt of fertilizers, the contractors shall collect the relevant railway receipt and arrange to take delivery of consignment within the free time allowed by the Railway, if the railway receipt for a particular consignment is not available, the contractor shall take delivery on indemnity bond. In special cases the contractors shall be required to take delivery or arrange dispatch of consignments of fertilizer etc. at short notice and they shall be bound to comply with such requests.

8. The contractors shall ensure before the consignment of unloading of each wagon that the wagon seals are intact and if any wagon seal is found to be tampered with, they shall bring the matter to the notice of the Railway authorities and delivery of such consignment shall be taken in the presence of the Railway representative. The contractors shall promptly report it in writing to the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him.

9. The contractors shall keep a complete and accurate record/account of the number of bags unloaded from each wagon and in the event of any shortage being noticed, shall bring in writing such shortage promptly to the notice of the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him and the railway authority concerned. They shall keep aside any stocks of damaged

bags received in the wagons and after ascertaining the loss by weighment report the fact to the concerned authority viz the District Manager or an officer.

10. The contractors shall be and as and when required be also responsible for routine cleaning of the interior of any type of wagon prior to loading to the satisfaction of the Officer supervising loading/dispatches. The remuneration for loading into wagons shall be deemed to include the remuneration for such routine cleaning of wagons and to the extent found necessary,

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

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

13. The contractors shall provide adequate number of stitchers to carry out minor repairs of leaking bags at loading/unloading points.

14. The contractors shall obtain the Railway receipts expeditiously from the Railways and immediately after obtaining them, submit them to the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him.

15. The contractors shall collect all sweepings and spillage of fertilizers from wagons floors, loading/unloading points/godown, after clearing, if necessary in slack bags or in other empty bags supplied by the Corporation and firmly stitch them with atleast 16 stitches. The twin for the purposes shall be the three ply-doubled up

16. The contractors 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 vehicle expeditiously. The contractor shall be liable to make goods any compensation, demurrage, wharfage or other charges or expenses that may be incurred by the Corporation on account of delays in loading/unloading of trucks/carts and unloading of wagons unless delay is for reasons beyond the contractor's control.

17. The contractors shall strictly abide by all rules and regulation of railways and political municipal authorities.

18. The contractors shall be required to restack the bags without payments of any extra charges if the directions for stacking the bags are not observed by them or if the stacking is faulty and not to the satisfaction of the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him. The contractors shall also be responsible for any loss, which the Corporation may suffer on account of the bags not being properly stacked.

The contractors 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 fertilizers. The contractors shall be liable for loss to the Corporation on this account and the decision of the Managing Director,

Haryana State Warehousing Corporation, or the person authorized by him in the matter shall be final and binding on the contractors.

The contractor shall carry empty bags from the gunny storage godowns or from any other place indicated by the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him to the place (s) of operations for bagging, rebagging etc. & no extra remuneration for such carriage of empty bags will be payable on any account.

19. The contractors shall be responsible for keeping complete and accurate account of all supplies of fertilizer and empty gunny bags received by them from the Corporation and shall tender his accounts and furnish return and statements in such a manner as the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him may from time to time prescribe.

20. The contractor shall be responsible for the safety of the goods while in transit in their trucks carts/any other transport vehicle and for delivery of quantity despatched from the railheads/godown, etc. as the case may be, to the destination or to the receipts to whom the material is required to be transported by the contractor. They shall provide tarpaulins in decks of the trucks to avoid loss of fertilizer etc., through the holes/crevices in the decks of the trucks. They shall also exercise adequate care and take precaution to ensure that the fertilizer bags are not damaged while in transit in their trucks/carts/any other vehicles. They shall deliver the number of bags and the weight of fertilizer received by them and loading on their trucks. They shall be liable to make good the value of any shortage, wastage loss or damage to the goods in transit, on the basis of the economic cost thereof except when the Managing Director, (whose decision shall be final) decides that the difference between the weight 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.

21. 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 Managing Director, Haryana State Warehousing Corporation, or the person authorized by him.

22. The contractor shall, when required, supply petromax lamps for carrying out of work during night. Actual hire charges will be paid by the Corporation on submission of bill supported by relevant vouchers in original. The bill for hire charges for lights will be required to be certified by the concerned Manager/Incharge.

23. The contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the Contractors negligence and unworkman like performance of any service under this contract or breach of any term thereof, their failure of carry out the work with a view to avoid incurrence of demurrage, wharfage" etc and for all damages or losses occurred to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligent, or otherwise of the contractors themselves or their employees.

The decision of the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him regarding such failure of the Contractors, their liability for the losses etc., suffered by the Corporation shall be final and binding on the contractors.

24. The Contractor shall provide and maintain correct weights and scales and carry out all the weighing accurately. The Managing Director, Haryana State Warehousing Corporation, or the person authorized by him shall have the right to check the weights, scale and weight of any bag or bags or open any bags for examination. Where the Contractors use the scales of the Corporation, they shall be responsible for the proper maintenance and handling of the scales. If any damage or breakage to the weighting scales or any loss is sustained in the course of their shifting from one godown to another godown (for which the contractor shall not be entitled to any separate or extra payment), or when they are under their custody for the purchase of carrying out weighing operations. They shall make good the loss etc. sustained by corporation on this account and the decision of the Managing Director, Haryana State Warehousing Corporation, or the person authorized by him as regards the extent and the liability of the contractor in such matters shall be final & binding on the contractor.

25. The contractor shall, when directed to do so, arrange to obtain tarpaulin/ropes/lashes supplied by the Railway, transport them, if necessary spread tarpaulins or inside open boxes type or covered wagons as the case may be and tie the ropes, lashes over the consignment of fertilizer, loaded in such wagons, with the 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 auxiliary services connected with the handling of such wagons. The remuneration for loading/unloading of such wagons shall be deemed to include in the remuneration for the aforesaid service also.

26. The HTC appointed shall ensure the transportation of entire quantity of fertilizer stocks received at railhead to the HTC godowns. He shall have to recoup the numerical shortage, if any, otherwise, the recovery of double the cost of such shortages will be made from his bills.

27. The contractor should avoid use of hooks in handling the fertilizers bags, causing damage to the stocks. In case hooks are used, penalty would be imposed to the extent of damage caused to the stocks, on the labour contractor.

APPENDIX-I**Schedule of rate for services of handling/transportation/physical verification/standardization collection of sweeping, etc.**

Part-I

Sr. No.	Description of services	Rate Per 100 bags (Bags weighing upto 50 Kg net) Rs.
1	For unloading fertilizer bags from wagons/trucks or another transport vehicle and stacking the bags on the platform/ground or vice versa.	10/-
2	Additional charge for unloading/loading of open 2/- wagons.	2/-
3	Additional charges for unloading/loading of open box 2/- wagons.	2/-
4	For unloading of fertilizer bags from wagons/trucks and directly loading into trucks or vice-versa.	
a)	Where local carriage is involved	10/-
b)	Where the stocks are sent outstations or delivered direct to the parties from Railhead and local carriage is not involved.	15/-
5.	For removing fertilizer bags from platform and loading into carts/trucks or vice versa.	
a)	Where local carriage is involved	10/-
b)	Where the stocks are sent outstations or delivered direct to the parties from Railhead and local carriage is not involved.	15/-
6.	Carriage charges for transporting fertilizer bags from Railhead to the godowns or vice-versa.	
a)	From _____ Railway station to existing owned/hired godowns upto a distance of 8 Kms. or vice-versa.	30/-
7.	For unloading fertilizer bags from trucks and any other transport vehicle and stacking them inside the godowns in block system up to 16 ft. height.	15/-
8.	For removing fertilizer bags from stacks in the godowns platform/Godown and loading into carts/trucks	14/-
9.	For weightment of fertilizer	10/-

NOTE:

- Whenever, weightment is done in connection with any other services, weightment charges will be paid in addition for the number of bags actually weighed in case otherwise not included in the item provided.
- Whenever, the contractor is required to take weightment of stocks on weighbridge arriving in or going out of warehouse on lorry/carts, he will also be entitled to claim charges for the said weightment but these will be restricted to the actual payment made by him on production of proper receipt of municipal/other authorized weighbridge.

Part-II

PHYSICAL VERIFICATION AND STANDARDIZATION

Sr. No.	Description of services	Rate Per 100 bags (Bags weighing upto 50 Kg net) Rs.
10.	For removing of bags from stack and putting on weighing scale for weighment and restacking in the godown upto 16 ft. height in block system including, dumping if necessary.	50/-
11.	Destacking, replacement of gunnies (In case of cut/torn bags) filling of gunnies with loose fertilizer up to a prescribed weight including breaking of lumps and stitching of gunnies with stitching machine including cost of thread.	60/-
12.	—do— excluding replacement of gunnies. 50/-	50/-
13.	i) Stacking in the same godown in block system up to 16 ft. height	15/-
	ii) For loading into wagons/trucks/any other vehicles or do placing fertilizer bags outside the godown in countable position	10/-
14.	De-lumping of set fertilizer bags	12/-

Part-III

COLLECTION OF SWEEPINGS

Sr. No.	Description of services	Rate Per 100 bags (Bags weighing upto 50 Kg net) Rs.
15.	For collection of sweepings and cleaning filling it into bags upto prescribed weight (including weighment charges) and stitching (including cost of thread)	35/-
16.	i) Stacking the bags after filling of sweepings in the shed/godown in block system upto 16ft. height.	15/-
	ii) Loading into wagons/trucks or any other vehicle or placing the fertilizer bags outside/inside the godown in a countable position	10/-
17.	Stenciling of bags.	5/-
18.	i) Removing/collecting empty bags after standardization rebagging, building them including of cost of sutili)	3/-
	ii) Loading into cart/trucks	5 paise per bundle (each bundle of 25 bags)
	iii) Carriage.	10 paise per bundle (each bundle of 25 bags)
	iv) Stacking in the Godown.	8 paise per bundle (each bundle of 25 bags)
19.	i) Loading of wooden crates/tarpaulins into trucks/carts	15/-
	ii) Carriage of wooden crates/tarpaulins	30/-
	iii) Unloading of wooden crates/tarpaulins from truck/carts and stacking in the godowns	15/-

Part-IV**CASUAL LABOUR**

The contractor shall supply casual labour wherever required for the operations like breaking of lump of fertilizer, sieving cleaning granules and other allied jobs for which the rates have not been specified in the schedule. The charges for supply of casual labour are indicated below ;—

- | | | |
|--|---|---|
| <ol style="list-style-type: none"> 1. Male labour per day. 2. Male labour per head half day. 3. Female labour per head per day 4. Female labour per head per half day. | } | <p>At DC approved rates
No premium is Allowed</p> |
|--|---|---|

Part-V**HANDLING OF GUNNY BALES/BUNDLES AND POLYTHENE LINERS**

Sr. No.	Description of services	Gunny bales of 100 gunnies each	Gunnies per bale Rs.	Bundle of poly liners Paise
1	Unloading of gunny bales, gunny bundles/polythene liners (bundle) from wagon and stacking on the platform or vice versa.	10 paise per bundle	1/-	10
2	Loading of gunny bales/gunny bundles polythene liner (bundle) into cart/truck from platform or vice-versa.	10 paise per bundle	2/-	10
3	Carriage charges from railway station to godown of the warehouse or vice-versa.	30 paise per bundle	20/-	15
4	Unloading and stacking in the godown up to 12 ft. height	15 paise per bundle	1.20	10
5	Destacking from stack and loading into carts/trucks.	14 paise per bundle	1.20	10

NOTE :-

In case machine stitching is done by the employee of the Corporation, deduction @ 10p. per bag will be made from the bill of the labour contractor out of which 5 paise per bag may be paid to the concerned employee.

NOTES:-

1. The transport charges are payable for the distance covered by loaded trucks/any other vehicle and not for distance covered on return journey or from garage to place of loading or back to garage.
2. No compensation shall be admissible to the contractors in respect of the detention of trucks/any other vehicle at godowns, railway station/railway siding or any other loading/unloading point(s).
3. No compensation shall be admissible to the contractors on account of non-availability of work sufficient to engage the transport or labour specified in any programme issued by the Manager or an officer acting on his behalf.

4. The weight of bag of fertilizer, etc. loading/unloading in or from truck/cart or any other vehicle, wagons at the railway siding/railway station/godown/other loading and unloading points shall be worked out on the basis of cent percent weighment of bags not exceeding 10 percent if the bags are of standard weight before loading/unloading. The representative of the contractors shall be present at the time of checking of weights at the loading/unloading points etc
 5. Contractor's trucks will be allowed to use one the scheduled truck passage, if any, inside the godowns.
 6. No extra remuneration will be paid to contractors for stitching of cut and torn & bleeding bags at the time of loading and unloading of bags and stacking in the godowns. But it will be the duty of the contractors to stitch the bags wherever required to avoid any loss of contents due to bleeding. The charges of such stitching are included in the operation.
 7. No charges other than those mentioned above shall be payable in respect of the services described in part-I, II, III, IV & V of the schedule of services or any other duties, services and operations which are auxilliary and or incidental to the principal services.
 8. For the purpose of determining the rate applicable for the various operations the average net weight of the entire consignment will be taken as basis.
 9. No extra remuneration will be paid to the contractors for supply of fuel as and when required for towing the wagons to & from/loading/unloading points, such charges are inclusive of the remuneration for loading/unloading of wagons.
 10. In case of non standard consignment if the facility of weigh bridge is not available at the centre the contractor shall have to weigh the stocks more then 10 percent but upto 50 percent on platform/beam scale if desired by the Manager or an officer acting on his behalf.
-

APPENDIX-II

(On stamp paper of Rs.15/-)

AGREEMENT

The Haryana State Warehousing Corporation (HWC) having agreed to grant the contract of Handling of food grains stocks at the rate of _____ in its godown(s), constructed at _____(Haryana) in response to the submission of the sealed tender by me/us on _____ in the office of the District Manager, Haryana State Warehousing Corporation, _____.

I/We _____
 _____(full name & address of the contractor) am/are executing this agreement on dated _____ and hereby confirm that I/We have thoroughly examined and understood the entire terms and conditions of the tender invited by HWC in respect of receipts, dispatches, standardization and ex-godowns releases etc., and also those of general conditions of contract and its appendixes and agree to abide by them. I/We am/are willingly undertaking the said work consequent on the approval of the tender given by me/us **(at par or ___% Above/or ___% Below)** the schedule rates specified in the **Appendix-III** thereto which forms part of this agreement. The terms and conditions supplied/incorporated in the Tender Form shall also be equally applicable on both the parties and shall be treated as part of this agreement.

I/We assure the said Corporation that I/We will undertake the said work to the best of my/our ability at all stages during the tenure of the contract. This agreement will remain in force w.e.f. _____ to _____ or any subsequent date upto which the contract is extended.

(CONTRACTOR)
(Capacity in which signing)

Witnesses: Signature with full address :-

1

2.

DISTRICT MANAGER
For and on behalf of the
Haryana State Warehousing Corporation

APPENDIX-III

From:-

- (i) Tenderers name and complete postal address
(ii) Telegraphic Address
- (iii) Telephone Number, if available:-
a) Office _____ b) Residence _____ c) Mobile _____

To

The District Manager,
Haryana State Warehousing Corporation,

Dear Sir,

I/we submit the sealed tender for appointment as loading/unloading/handling/other services and transport etc. contractors at Haryana State Warehousing Corporation godowns at SWH _____.

2. I/we have thoroughly examined and understood instructions to tender's terms and conditions of contract given in the invitation to the tender and those contained in the general conditions of contract and its appendices and schedule and agree to abide by them. I/we offer to work

- (i) **At par** the rates given in the schedule of rates for services or,
(ii) At _____% (_____) **ABOVE** the rate given in the Schedule of rates for services or.
(iii) At _____% (_____) **BELOW** the rate given in the schedule of rates for services and it is confirmed that no other charges would be payable to me/us.

NOTE :

The tender shall offer a uniform percentage for all the parts of schedule at par above below, as the case may be, in rates mentioned in the said schedule or rates. If the labour contractor desires to quote separate rate for transportation he may do so. But the percentage above/below should be quoted on the schedule rate i.e. 30 paise per bag mentioned to the schedule.

3. I/We agree to keep the offer open for acceptance upto and inclusive of.... and to the extension of the said date of a fortnight in case it is so decided by the Managing Director. I/We shall be bound by communication of acceptance of the offer despatched within the time and I/we also agree that if the date upto which the offer would remain open, be declared a holiday for the Corporation, the offer will remain open for acceptance till next working day.

4. Demand Draft, Cash Receipt No. _____ .dated _____ for Rs. _____ (Rs. _____) in favour of Haryana State

Warehousing Corporation payable at _____ is enclosed as earnest money. In the event of my/our tender being accepted. I/we agree to furnish a security deposit as follows (here indicate the manner in which security is deemed to be furnished).

5. I/We do hereby declare the entries made in the tender and appendices/schedule attached herein are true and also that I/We shall be bound by the act on my/our duly constituted attorney Sh _____, whose signature is appended hereto in the space specified below for the purpose and of any person who in future may be appointed by me/us in his stead to carry on. the business of the concern whether any intimation of such change is given to the Haryana State Warehousing Corporation.

6. The following documents are enclosed along with this tender duly filled and signed.

1. Document I
2. Document II
- 3.. Document III
4. Document IV

(Signature of tenderer)
(Capacity in which signing)

Signature of constituted Attorney
Name & Address of Attorney

Name

Address:

Date :

Signature of witness with date

Name & address of witness
