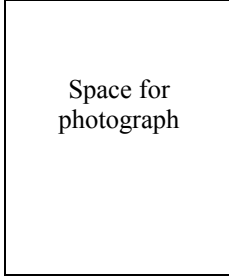


(COPY SHALL BE RETAINED BY THE TENDERER)

CR No. _____ Dated _____

Cost: - Rs.300/- per tender form



HARYANA WAREHOUSING CORPORATION

District Office, _____

PHONE NO. _____ **FAX** _____

INVITATION FOR TENDER AND INSTRUCTIONS TO TENDERER FOR APPOINTMENT OF CONTRACTOR (HC) FOR LOADING/UNLOADING AND HANDLING OF FOODGRAINS AT HARYANA WAREHOUSING CORPORATION GODOWNS AT _____

A. Last date for receipt of tenders upto _____ PM.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 Tender to be opened at _____ P.M.on dated _____ at District office, Haryana 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 Tenders to remain open for acceptance upto and inclusive of _____

Note:-

1. The District Manager, Haryana Warehousing Corporation, _____, may at his discretion, extend this date by a fortnight and such extension shall be binding on the tenderers.

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

From:

Phone No. _____

FAX _____

The District Manager,
Haryana Warehousing Corporation,

To

Shri/M/s _____

Dear Sir(s)

1. (A) For and on behalf of the Haryana Warehousing Corporation (hereinafter called the Corporation), the District Manager, Haryana Warehousing Corporation, Panchkula invites tenders for appointment of contractor(s), for loading/unloading and transport of foodgrains and allied materials etc. at State Warehouse _____ for a period of _____ year from _____ or such later date as may be decided. Estimated storage capacity of the godowns is _____ MTs.

(B) **BRIEF DESCRIPTION OF WORK:-** Unloading/loading of foodgrain bags from/into carts, trucks etc., stacking the foodgrains in bags, bagging, re-bagging, weighment, standardization, cleaning of foodgrains etc., and transporting of foodgrains within the premises whenever required.

The tenderers must get themselves fully acquainted with the size and location of godowns vis-à-vis. loading/unloading points before submission of tender and rates quoted by them shall be deemed to have been done after such acquaintance. Once a tender is submitted by a party, he shall be deemed to have fully acquainted himself with the size and location of godowns vis-à-vis loading/unloading points and he shall not be entitled to any compensation arising out of any discrepancy in size and location of godown/group of godowns found later on or on the ground that the workers employed by him are demanding higher rates on any account.

The services required to be performed under the contract have been shown in the "SCHEDULE OF RATES FOR SERVICES" available at **Appendix-III**. Tenderers are required to quote for all services covered by the annexure containing the terms and conditions in the tender form 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 space provided in **Appendix IV**.

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

(C) **VOLUME OF WORK:-** 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 **Appendix-III** to tender will be required to be performed.

2. The contract, if any, which may eventuate from this tender shall be governed by the terms and conditions of the contract as contained in the invitation/instructions to the tenderer, as given in the Appendixes to the form of this tender.

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

(a) **Information about tenderers:-** The tenderers must furnish full, precise and accurate details in respect of information asked for in **Appendix-I** attached to the form of tender.

(b) **Signing of Tenders:-** (i) Person or persons signing the tender shall state in what capacity he or they are signing the tender e.g. as sole proprietor of a firm or as a Secretary/Manager/Director etc. of a Limited Company. In the case of partnership firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy of the partnership deed should be furnished along with the tender. In case of a limited Company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the company. A copy of the Memorandum of Association and Articles of Association of the Company shall be attached to the tender. In case of Hindu undivided family, the names of the family- members should be disclosed and 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 document forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favour, stating that he has authority to bind such other person or the firm, as the case may be, in all matters pertaining to the contract. If the person, so signing the tender, fails to produce the said Power of Attorney his tender shall be subject 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 case of a partnership concern, by the proprietor in case of the propriety 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 family.

4. **Earnest Money:-** Each tender must be accompanied by an Earnest money of Rs _____ (Rs _____ only) in the shape of a Demand draft/Payorder issued only by any Scheduled Bank in favour of the **“Haryana Warehousing Corporation”** payable at _____. Tenders not accompanied by Earnest money in

the form prescribed above shall be summarily rejected. Earnest money shall be charged @2% of the estimated value of the contract.

The earnest money shall be 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 tenderer'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 has furnished a security deposit amount, if the successful tenderer does not desire, the same will be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money, in any case.

The tenderer(s) should be financially sound and must enclose with the tender, the documents in support of his/their financial soundness or will produce documents whenever called for subsequently. In case of failure of the tenderer(s) to produce documents, the earnest money of the tenderer(s) shall be forfeited.

The tenderer(s) will also attend the District office at _____ or any other place specified for negotiations etc. if called for, at their own expenses and if the tenderer(s) fail(s) to attend the negotiations etc. it would be treated as resiling from the offer by the tenderer(s) and his/their earnest money shall be forfeited in that event.

5. **“Security Deposit:- (a)** The successful tenderer shall furnish security deposit of Rs. _____ (Rupees _____ only) in lump sum at the time of joining.

(b) (i) The security shall be deposited in favour of the “**Haryana Warehousing Corporation**” in any manner provided in the rules governing the security. Security amount shall be charged @ 10% of the estimated value of the Contract.

(ii) The security deposit furnished by the tenderer would be subject to the terms and conditions to this tender and the Corporation will not be liable for payment of any interest on the security deposit or any depreciation thereof.

(iii) The successful tenderer will ensure that the necessary documents, authorizing the person who has signed the tender, to bind his firm or the company, have been filed or registered with Public Debt Office.

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

6. **Documents attached to tenders:-** The tenderer should submit the tender documents, including “Invitation to Tender” intact, without detaching any page, duly filled in 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 for the last three years from the competent authority.
- v) Bank statement for the last 6 months and solvency certificate issued by bankers.
- vi) Copy of registration deed of the property owned by the tenderer/partners
- vii) Detail of assets with proof.
- viii) Income Tax Return for the last two years.
- ix) Copy of PAN card & Service Tax registration number.

7. **Delivery of tenders:-** (a) The tender shall be submitted in sealed cover mentioning (“ Tenders for _____”) addressed to the District Manager, _____(complete address). The tenderer must quote uniform percentage **below or above** the scheduled rates for all the works mentioned in **Appendix-III**. Tenders, which do not comply with this instruction, shall be summarily rejected. Outstation tenderers are advised to send their tenders by Registered Post.

(b) The tender form shall be filled in by the tenderer neatly and accurately. Any alteration, erasure or overwriting will render the tender invalid. Alteration neatly carried out and duly attested with the full signature of tenderer is, however, permitted.

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

9. **Corrupt Practices:-** Any bribe, commission and advantage offered or promised by or on behalf of the tenderer to any officer or servant of the Corporation shall (in addition to any criminal liability which 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.

10. **Interviews and Acceptance of tender:-** The tenderers should be prepared to proceed to _____ or at designated place at their own expenses and

without any obligation, if called upon to do so for interview by the District Manager or an officer authorized to act on his behalf as the case may be. District Manager, Haryana Warehousing Corporation, _____ for and on behalf of the Corporation reserves the right to reject any or all the tenders without assigning any reasons 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. Where 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-5 above.

Yours faithfully,

FOR MANAGING DIRECTOR
HARYANA WAREHOUSING CORPORATION
PANCHKULA.

ANNEXURE

TERMS AND CONDITIONS GOVERNING CONTRACT FOR HANDLING OF FOODGRAINS ETC. AT STATE WAREHOUSE, _____ .

I. **Definition:** - (i) The term 'contract' shall mean and include the invitation to tender, incorporating also the instructions to tenderers. The tender, its appendix & schedules, acceptance of tender and such general and special conditions as may be added to it.

(ii) The term 'Corporation' wherever occurs shall mean the Haryana Warehousing Corporation established under Warehousing Corporations Act, 1962 and will include its District Managers as its successor, or successors and assignees.

(iii) The term " District Manager" shall mean the District Manager, Haryana Warehousing Corporation under whose administrative jurisdiction the Corporation's godowns, to which the contract relates, fall.

(iv) The term "Contractor" shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.

(v) The term "Services" shall mean performance of any of the items of work enumerated in 'Schedule of Services' including such auxiliary, additional and incidental duties, services and operations as may be indicated by the District Manager or an officer acting on his behalf.

(vi) The term "Contract Rates" shall mean the rates of payment accepted by the District Manager for and on behalf of the Haryana Warehousing Corporation.

(vii) The term "Godown " shall mean and include depots, godowns, silos/ bins already belonging to or in occupation of the Corporation or may hereafter be constructed or acquired by it at any time and shall also mean and include open platform/plinths built or constructed for storage of foodgrains inside or outside the depot premises.

(viii) The term "Foodgrains" shall mean and include foodgrains, products of foodgrains, fertilizers, sugar etc.

II. **Object of the contract:-** The Contractors shall render all or any of the services given in 'Schedule of Rates' as and when necessary and as directed from time to time by the District Manager or an officer acting on his behalf together with such additional, auxiliary and incidental duties, service and operations as may be indicated by the District Manager or an officer acting on his behalf and are not inconsistent with these terms and conditions.

III **Parties to the contract:-** (a) The parties to the contract are contractors and the Haryana Warehousing Corporation represented by the District Manager and/or any other person authorized and acting on his behalf.

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

(c)Notices or any other action to be taken on behalf of the Haryana Warehousing Corporation, may be given/taken by the District Manager or any other officer so authorized and acting on his behalf.

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

(b) The contractors shall not, during the currency of the contract, make, without the prior approval of the Corporation, any change in the constitution of the firm. The contractors shall notify, to the Corporation the death/resignation of any of their partners/directors immediately on the occurrence of such an event. In case of non receipt of such notice, the Corporation shall have the right to terminate the contract.

V. **Subletting**:- The contractors shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Corporation. In the event of the contractors contravening this condition, the Corporation shall be entitled to place the contract elsewhere on the contractor's account and at their risk and the contractors 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 contractors and third parties shall be carried out as between two principals without reference in any event to the Corporation. The contractors 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 employees/workers in all respect and 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 such personnel 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 Workman's 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 workman or other person whether in employment of the contractors or not. It is also expressly agreed that the Corporation will be free to adjust/set off any money due to the contractors against the amount so paid or payable by way of compensation etc. by the Corporation.

VIII. **Bribe, Commission, Gift 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 any agent of the Corporation or any person on his or their behalf for showing or for bearing favours or disfavour to any person in relation to the contract, shall subject the contractors to the cancellation of his contract or any other contract with Corporation and also to payment of any loss or damage relating from such cancellation.

IX. **Welfare and Health of Contract Labour:-** The contractor shall comply with the provisions of the Contract Labour (Regulation & Abolition) Act, 1978 as amended up to date.

X. **Period of Contract:-** The contract shall remain in force for a period of one year from _____ or such later date as may be decided by the District Manager 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 terms and 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 contractors at their last known place of residence/business and the contractors shall not be entitled to any compensation by reason of such termination.

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

XI **Summary Termination** (a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the District Manager shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred.

(b)The District Manager shall also have, without prejudice to other rights and remedies, the right, in the event of breach by the contractors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of contract at the risk and cost of the contractors and/or forfeit of security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workmanlike performance of any of the services under the contract.

(c)The contractors 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 District Manager or an officer acting on his behalf, if the contractor fails to supply the requisite number of labour, scales and trucks/carts, the District Manager shall at his entire discretion, without terminating the contract, be at liberty to engage other labour, scale, trucks/carts etc. at the risk and cost of the contractor who shall be liable to make good the Corporation all additional charges, expenses, cost of 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 District Manager shall be final and binding on the contractors.

XII.: **Security Deposit** - (a) The contractors shall furnish, at the time of joining, security deposit in lump sum as prescribed in the invitation to tender failing which the contract shall be liable to cancellation at the risk and cost of the contractors and subject to such other remedies as may be open to the District Manager under the terms of the contract.

(b)The security should be deposited in favour of Haryana Warehousing Corporation in any manner provided in the rules governing the security.

(c)If the successful tenderer has previously held any contract and furnished security deposit, he will furnish 'No Dues Certificate' from the concerned Manager/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 contractors on due and satisfactory performance of the services and on completion of all 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 claim against the contract.

(f) In the event of termination of the contract envisaged in Clause XI, the District Manager shall have the right to forfeit entire or part of the amount of security deposited 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 cost that may be suffered or incurred by the Corporation.

(g) The decision of the District Manager in respect of such damages, losses, charges, costs or 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 the contractors 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 the Corporation on demand the remaining balance due.

(h) Whenever the security deposited falls short of the specified amount, the contractors shall make good the deficit so that the total amount of security deposit shall not at any time be less than specified amount.

XIII. **Liability of Contractors for losses etc. suffered by Corporation** (a) The contractors shall be liable for all costs, damages, demurrages, Warfage, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and un-workmanlike performance or any services under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage etc. and for all damages or losses occasioned to the Corporation 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 District Manager regarding such failure of the contractors and their 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, costs, or expenses suffered or incurred by them due to contractor's negligence and un-workmanlike 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 contractors under this or any other contract with the Corporation. In the event, the sum which may be due to the Corporation as aforesaid being insufficient the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in Para XII. 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 of the aforesaid sum claimed.

(c) In the event of the default on the part of the contractors in providing labour, weighing scales, weights etc. and/or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the District Manager or any officer acting on his behalf, the District Manager shall without prejudice to other rights and remedies under this agreement have the right to recover by way of compensation/liquidated damages from the contractors, a sum of rupees five hundred or such lesser sum per day or part of a day of the default as the District Manager in his absolute discretion may determine and decision of the Manager on the questions whether the contractors have committed such default or have failed to perform any of such services efficiently and are liable to pay compensation/liquidated damages and as to the quantum of such compensation/liquidated damages subject to approval by District Manager, HWC, shall be final and binding on the contractors.

(d) The contractors shall be responsible for the safety of the goods from the time the goods are loaded on their trucks from godowns, until they have been unloaded from their trucks at godowns or at other destinations. They shall provide tarpaulins on decks of the trucks, so as to avoid damage/loss of grains etc. through the holes/crevices in the decks of the trucks. They shall deliver the number of bags and the weight of foodgrains etc. received by them and loaded on their trucks and shall be liable to make good the value of any loss, shortage or damage during transit. The District Manager 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 contractors for such loss, and the amount to be recovered from them. The decision of the District 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 the 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.

XIV. **Set off** :- Any sum of money due and payable to the contractors (including security deposit refundable 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.

XV. **Books Examination:-** The contractors shall, whenever required, produce or cause to be produced for examination by the District Manager or any other officer authorized by him in this behalf any cost or other accounts, books of accounts, vouchers, receipts, letters, memoranda or 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 this contract or relevant for verifying or ascertaining the cost of execution of this contract. The decision of the District Manager on the question of relevancy of any document, information or return shall be final and binding on the contractors. The contractors shall produce the required documents, information and returns at such time and place as may be directed by the District Manager.

XVI. **Volume of Work:-** (a) Subject as here-in-after 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 contract. The mere mention of any item of work in the 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 the right to appoint one or more contractors at any time viz at the time of award to the contract and/or during the tenure of contract for any or all the services mentioned here under 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 reasons of such division of work.

Note- Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period, 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 , or which are constructed/acquired later, during the pendency of the contract. In such an event the contract shall not be rendered void and the contractors shall not be entitled to make any claim whatsoever against the Corporation for compensation, revision of rate or otherwise due to increase/decrease in the number of godowns or the storage capacity of the godowns.

XVII. **Remuneration:-** (a) The contractors shall be paid the remuneration in respect of the services prescribed in the schedule and performed by them at the contract rates.

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

(c) The question whether a particular service is or not covered by any of the services specifically described and provided for in the contract, or is or not auxiliary or incidental to any of such services shall be decided by the District Manager, whose decision shall be final and binding on the contractors.

(d)The contractors will have the right to represent in writing to the District Manager that a particular service which they are being called upon to perform is not covered by any of the service specifically provided for in the contract, or as the case may be, is not auxiliary or incidental to such services, provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.

XVIII **Payment:-** (a) Payment will be made by the concerned District Manager of the Haryana Warehousing Corporation on submission of bills in triplicate duly supported by consignee receipts/or work certificates issued by the Warehouse Manager or an officer acting on his behalf, as the case may be, subject to TDS applicable as per Income-Tax Rules.

(b) The contractors should submit all their bills not later than two months from the date of expiry of the contract so that the refund of security deposit may be speeded up. In order to facilitate disposal of bills, the contractors are advised to submit their bills weekly/fortnightly.

Note — The District Manager may at his discretion make an 'on account' payment to the extent of 50 percent of the value of work done in cases where the contractors are not in a position to submit their final bills due to operational or any other difficulties after the satisfactory performance of the services provided in the contract. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.

XIX **Delays, strikes etc.:-** The contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the District Manager shall be the final judge. Strikes by contractor's labour on account of any dispute between the contractors and their labour as to otherwise will not be deemed to be a reason beyond the contractor's control and the contractors shall be responsible for any loss or damage which the Corporation may suffer on this account.

XX. **Laws governing the contract:-** The contract will be governed by the Laws of India for the time being in force.

XXI. **Services to be performed by the Contractors:-**

(A) Godowns in and around _____(Name of centre/W/H) under the purview of this contract are having capacity of _____ MTs at present.

Note- Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period, 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, or out of those, which are constructed or acquired later, during the pendency of the contract. In such an event the contract shall not

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

(B) Remuneration for stacking in the shed/platform/ ground wherever necessary as required while performing the services 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) Kacha or interim stacking whether inside or outside the godowns wherever necessary in the services of physical verification and standardization, cleaning, drying etc. shall be deemed to be included in the relevant service and no separate remuneration for such Kacha stacking will be paid on any account.

(D) Similarly carriage of bags, whether by change of head loads or by using hand trolleys, hand-carts or any other mode of carriage, provided by no separate remuneration will be paid for such carriage, unless otherwise provided for.

(E) For services of standardization, re-bagging, filling of loose grain and such other allied services, bags will be supplied by the Corporation. The Jute twine used for stitching of the bags after bagging /re-bagging / cleaning / standardization. etc shall be 3 ply double up.

OTHER SERVICES

1. **Physical verification:-** The contractor shall, with their labour and scales and under their 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 scale, putting them on scales, carrying out weighment, removing bags from scales, doing Kacha stacking inside or outside the godowns as and where necessary, carrying the weighed bags and stacking them as directed by the District Manager or an officer acting on his behalf.

2. **Standardization:-** The contractor shall with their labour and scales and under their supervision, standardize such number of bags of foodgrains as may be required by the District Manager or an officer acting on his behalf. Standardization shall be deemed to include carrying bags from stacks to weighing scale, cutting open the mouth of 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 fixed by the District Manager or an officer acting on his behalf, removing the bags from the scale, re-stitching the bags with at least 16 stitches/or machine stitching on each bag, doing Kacha stacking inside or outside the godown as and where necessary, carrying the standardized bags and stacking or loading into trucks or any other vehicles as directed. When the standardized bags are not required to be stacked or loaded, such bags shall be left in a countable position on the floor of the godowns. The standardized bags shall be stacked in

the same godown or in another godown as directed by the District Manager or an officer acting on his behalf. In all cases, payment will be done for actual number of bags received after standardization.

3. Filling gunnies with loose grains to the prescribed weight with stitching and stacking/loading/delivery:- Contractors shall, where necessary, make heap (or Palla) of any loose grains, sweepings, damaged grains etc. available in the godown 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/or machine stitched and stacked or dispatched/delivered as required.

4. Cleaning:- The contractors shall as and when required, with their labour, clean the foodgrains, sweepings etc. Cleaning shall be deemed to include de-stacking 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, shifting, passing through the sieves or other method of cleaning as cleaning by machines etc. removing the cleaned grains, filling the grains in bag, weighing them to a standard weight prescribed by the District Manager or an officer acting on his behalf, stitching the bags firmly with at least 16 stitches/machine stitching and carrying the standardized bags and stacking or loading them into trucks/transport vehicles as directed, collecting the refractions, filling them into bags as directed, weighing them and stacking them 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.

5. Drying of damaged foodgrains:-The contractors shall undertake drying of damaged foodgrains whenever required. Drying shall be deemed to include godown, cutting open the mouth of the bags, spreading the foodgrains inside or outside godown and after drying making them into Palla, filling loose grains into empty gunnies up to a prescribed weight, stitching and stacking the bags in the same or another godown 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.

6. Re-bagging:-The contractors shall re-bag loose grains or the contents of unserviceable bags into new bags supplied by the Corporation. Re-bagging shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a Palla, if necessary, filling new bags upto a prescribed weight, stitching them, doing kacha stacking inside or outside godown as and when necessary and stacking them or delivering/dispatching as directed.

7. Breaking of stacks and restacking:- The contractors shall as and when required remove the bags from any stack(s) in the godown and restack in the same or another godown.

8. Collection of Scattered bags:- The contractors shall as and when required collect the

scattered bags from godown and stack them in the same or another godown.

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

10.**Supply of casual labour:-** The contractors shall provide such number of male or female casual labourers whenever asked to do so at short notice during day or night by the District Manager 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 the material period as fixed wage per male/female casual labour per day. However, it will not entitle the contractor to claim any increase during the currency of the contract. The labour so supplied can be asked to do fumigation, brushing, dusting, spraying with foot pumps, whenever necessary.

11.(i) The contractors shall (a) load and (b) unload and stack the wooden crates whenever required.

(ii) The contractors shall (a) load and (b) unload and stack the tarpaulins, gunny bales and fumigation cover etc., whenever required.

Note. (a) Loading includes removing of wooden crates, tarpaulins, gunny bales and fumigation covers etc., from stacks/ godowns/ platform and loading into trucks/carts.

(b) Unloading and stacking include unloading from Truck/Cart and stacking in the godown or platform.

XXII - DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS.

1. The contractors shall carry out all items of services assigned or entrusted to them by the District Manager, or an officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said officer. They shall render the services to the satisfaction of the District Manager or an officer acting on his behalf together with such auxiliary and incidental duties, services and operations as may be indicated by the said officer(s) and are not inconsistent with the terms and conditions of the contract. Some of such auxiliary and incidental duties are mentioned below. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the 'Schedule of Rate for Services' shall be deemed to be included in the remuneration provided for various services specially mentioned in the schedule. The contractors shall always be bound to act

with reasonable diligence and in 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 District Manager 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, statements and accounts. The contractors shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The District Manager shall have the right to ask for the dismissal of any employee of contractors, who, in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractors, their servants or agents or representatives shall be final and binding on the contractors.

3.The contractors shall inform the District Manager and officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on their behalf in day-to-day working of the contract. It shall be the duty of those representative(s) to call at the office of the District Manager or an officer acting on his behalf, everyday 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/transport work etc. and generally to take instructions in the matter.

4.The contractors shall take adequate steps and necessary precautions to avoid wastage and damage to foodgrains etc. during the loading/unloading into trucks/carts/any other transport vehicles at the godowns or any other loading/unloading point. The contractors shall be liable for any loss, which the Corporation may suffer because of the bags not being properly handled. The decision of the District Manager regarding such loss shall be final and binding on the contractors. They shall spread their own tarpaulins or gunny palas 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 their (Contractors) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the District Manager in this matter shall be final and binding on the contractors.

6.The contractors shall provide their own planks and supporting bags to serve as ladder for the purpose of loading/unloading into/from trucks/carts or stacking. No grain etc. filled bags shall be used in this operation.

7.The contractors shall ensure that their labour do not use large hooks for handling of foodgrain bags or any hook for handling of flour and sugar bags at any stage. The use of

hooks, other than those approved by the District Manager or an officer acting on his behalf, for foodgrains will render the contract liable to cancellation. The contractors shall also be liable to make good to Corporation, any loss caused by the use of unauthorized hooks. The decision of the Managing Director regarding such losses shall be final and binding on the contractors. The contractors shall supply small regulation size hooks approved by the District Manager to their labour for handling of foodgrain bags.

8. The contractors shall obtain from the District Manager or an officer acting on his behalf particulars of consignments, expected to be received and/or proposed to be dispatched from/at godowns, as the case may be. In case of emergency, the contractors shall be required to take delivery or arrange dispatch of consignment of foodgrains etc. at short notice and they shall be bound to comply with such requests.

9. The contractors shall provide adequate number of stitchers and sweepers at their own cost at all loading/unloading and other operation points to carry out minor repairs to leaking bags with twine to be supplied by the Corporation. The twine provided should be three ply doubled up.

10. The contractors shall collect all sweepings and spilling of foodgrains from floors, loading/unloading points, and fill them after cleaning, if necessary, in slack bags or in other empty bags supplied by the Corporation and firmly stitch them with atleast 14 stitches/or by machine stitching. The twine for this purpose shall be 3 ply double up and shall be provided by the Corporation.

11. a) The contractors shall be required to restack the bags without payment of any extra charges if directions for stacking the bags are not observed by them or if the stacking is faulty and not to the satisfaction of the District Manager or an officer acting on his behalf. The contractor shall be responsible for any loss, which the Corporation may suffer because of the bags not being properly stacked. The decision of the District Manager regarding such loss shall be final and binding on the contractors.

b) 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 foodgrains. The contractors shall be liable for any loss to the Corporation on this account and the decision of the District Manager in the matter shall be final and binding on the contractors.

c) The contractors shall carry empty bags from the gunny storage godowns or from any other place indicated by the District Manager or an officer acting on his behalf to place(s) of operations for bagging, re-bagging etc. and no extra remuneration for such carriage of empty bags will be payable on any account.

12. In carrying out the various operations involving carriage of bags inside or outside godowns, it is desirable to use wheeled contrivances like hand-trolleys progressively introduced for the elimination of lot of the labourers. The contractors at their own cost will

supply such hand trolleys or wheel contrivances to the labourers. No extra remuneration whatsoever for such use of hand trolleys etc. for carriage of bags will be payable as it shall be deemed included in the rates provided for the relevant services.

13. The contractors shall be responsible for keeping a complete and accurate account of all supplies of foodgrains etc. and empty gunny bags received by them from the Corporation and shall render account and furnish return and statements in such manner as the District Manager or the officer acting on his behalf may prescribe from time to time.

14. The contractors shall be responsible for the safety of goods while in transit in their trucks/ carts any other transport vehicles and for delivery of quantity dispatched from the godowns, etc. as the case may be to the destination or the recipient to whom the grains etc. are required to be transported by the contractors. They shall provide tarpaulins on deck of the trucks, to avoid loss/damage of grains etc., through the holes/crevices in the decks of the trucks. They shall also exercise adequate care and take precaution to ensure that the foodgrains bags are not damaged while in transit in their trucks/carts/any other vehicle. They shall deliver the number of bags and the weight of foodgrains etc. received by them and loaded on their trucks.

15. The contractors 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 District Manager or an officer acting on his behalf .

16. The contractor shall, when required, supply Petromax lamps for carrying out work during night. The actual charges not exceeding Rupee ten per night/day per light hired by the Contractors for working at night or during day time in such godowns which are insufficiently lighted, will be paid by the Corporation on submission of bills supported by relevant vouchers in original. The bills for hire charges for lights will be required to be certified by the concerned warehouse Manager/Incharge.

17. The contractors shall be liable for all costs, damages, 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 incidence of demurrage, warfage etc. and for all damages or losses caused to the Corporation or 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 District Manager regarding such failure of the contractors and their liability for the losses, etc. suffered by the Corporation shall be final and binding on the contractors.

18. The contractors shall provide and maintain correct weights and scale and carry out all the weighment accurately. District Manager or an officer acting on his behalf shall have the right to check the weights, scales and weight of any bag or bags or to open any bag for examination.

XXIII. ARBITRATION

(a) All disputes and differences whatever arising between the parties out of or relating to the contract, its meaning and operations or effect of this agreement or the breach there of shall be referred to the Managing Director, HWC, who will act as sole Arbitrator and the award made by him shall be final & binding on both the parties.

(b) It is the term of this contract that in the event the Managing Director being transferred or vacating his office or being unable to act as arbitrator for any reason, shall appoint another person to act as Arbitrator in accordance with the terms of this contract.

(c) The cost of arbitration shall be borne by the parties as per decision of the Arbitrator.

(d) The demand for arbitration in respect of any claim(s) of the contractor shall be in writing and made within 12 months of the date of termination or completion of the contract failing which, the claims shall be deemed to have been waived off and absolutely barred and the Corporation shall be discharged and released of liabilities of the contract.

Subject as aforesaid the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings under this clause.

APPENDIX-I

(Reference Para 3 (a) of Invitation of Tender and clause IV of Annexure to Tender)

(To be filled in by the Tenderer)

1. Name and address of tenderer:-

Date of birth of tenderer:_____Telegraphic address:_____

II. **Composition of Tender:-** It should be stated whether the tenderer is a Hindu Joint Family business, proprietorship concern or registered partnership firm or a Limited Company, the authorized and paid up capital should be stated:_____

III. **Business in which the tenderer is employed:-** The nature of business in which the tenderer or partner of the tender's firm are engaged should be stated together with particulars of where Head Office, branches, if any, are located:_____

-

IV. **Experience of working:-** Full particulars should be given if the tenderer has worked as a labour and transport contractor in the Central Government. State Government or Public/Private Companies. The period for which the work has been done should be clearly indicated. The certificates to support the statements may be attached. The tenderers should indicate clearly whether they are working as contractors on behalf of any Department of Central or State Government etc.:_____

V. **Tenderers Bank:-**The name of the Bank or Banks and the branches with which the tenderers has dealing and who can certify the tenderer's financial status, should be given:_____.

VI. **Information regarding Income Tax:-**

(a) Name under which assessed for Income-Tax:_____.

(b) Income tax Circle/District where assessed:_____.

(c) Year & amount of Income Tax last paid:_____.

Place:

(Signature of Tenderer)

Dated:

Capacity in which signing

(On stamp paper of Rs.15/-)

APPENDIX -II
AGREEMENT

The Haryana 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 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 Warehousing Corporation

APPENDIX- III

SCHEDULE OF RATES FOR SERVICE

Sr No.	Description of service	Rate per 100 bags of foodgrains for the filling upto 50 Kg (in Rupees)
1	Unloading of foodgrains from Cart/trucks and stacking thereof in the godowns	35.00
2.	Lifting and carrying of bags from temporary stacking yard and stacking thereof in the godowns upto 75 ft distance.	35.00
3	Lifting and carrying of foodgrain stocks from temporary stacking yard and stacking in to the godowns for distance more than 75 ft, but upto 150ft.	45.00
4	De-stacking and loading in to carts/trucks.	30.00
5	Changing of bags(re-conditioning of bags) including paltai into another, opening, sewing and weighment.	20.00
6	Removing of bags from platform/road and stacking in the godown:- a) Without weighment b) Including weighment on beam scale/platform scale	10.00 15.00
7	a) Sutli for re- bagging (Flat rate) b) Machine stitching (Flat rate)	15.00 75.00
8	Stacking of reconditioned bags in the same godown.	6.50
9	Loading of reconditioned bags into carts/trucks.	6.50
10	Sewing after Pura Karai(bringing to standard weight) when re-bagging is not involved, including weighment.	20.00
	LOCAL CARTAGE:	
11	a) Shifting of bags from one stack to another stack in the same godown,where carriage is not involved. b) Where carriage is involved	16.50 23.00
12	Shifting of bags from one godown to another godown including cartage (upto 500 metres-no premium	37.50
13	Removing out of godowns, weighing on platform/beam scale and restacking in godown after P.V. of stocks.	16.00
14	Collection of loose/spilled grains Cart/truck/godown cleaning and filling in bags upto prescribed weight including weighment and	35.00
	BARDANA:	
15	Unloading of gunny bales from Carts/trucks and Stacking in godown up to minimum 3 layer height.	2.50 per bale
16	Breaking of stack and loading of gunny bales into Truck/Carts.	3.00 per bale.
17	Collection of loose gunnies, bundling them i.e 25 gunnies in a bundle, tying/sewing of bundles including cost of sutli and stacking in designated area or loading into transport vehicle.	10.00 per bundle
18	Loading of bundles into trucks/carts etc.	5.00 per bundle
	MISC.	
19	Unloading of wooden crates from Trucks/Carts and placing in countable manner in godown/plinth.	1.00 per crate (Flat rate)

20	Loading of wooden crates into truck/carts etc.	1.00 per crate (Flat rate)
21	Unloading of tarpaulins/ poly, covers from Transport vehicle and stacking in godown etc. in countable manner.	1.00 per unit (Flat rate)
22	Loading of tarpaulins/polythene covers into trucks/carts etc.	1.00 per unit (Flat rate)
23	Local cartage of wooden crates Tarpaulins/Polythene covers.	20.00 per hundred unit

Note-I:- The following operations shall be carried out by the contractors and the payments for the same shall be made by the millers directly to the handling contractor at the rates given below and premium thereon in respect of each center/warehouse:-

Sr. No	Description of service	Rate per 100 bags of foodgrains for the filling upto 50 Kg (in Rupees)
1	Unloading of rice of the miller and temporary stacking thereof in temporary stacking yard for inspection and 10% test weighment	50.00
2	Loading of rice stocks from temporary stacking yard in to trucks/carts in case of rejection of rice stocks.	25.00

Note-II:-

1. No compensation shall be admissible to the contractors on account of non-availability of work sufficient to engage the number of trucks/carts or any other vehicle/labour specified in any programme issued by the Managing Director, Haryana Warehousing Corporation, or an officer acting on his behalf.
2. The weight of bags of foodgrains etc.loaded/unloaded, into/from trucks/carts or any other vehicle at the godowns / other loading and unloading point(s) shall be worked out on the basis of cent percent weighment, or 10 per cent if the bags are standardized before being loaded/unloaded. The representative of the contractors shall be present at the time of checking of weights at the loading/unloading points etc.
3. A bag of paddy weighing upto 35 Kg. shall be treated at par with that of a bag of wheat having 50 Kg packing for handling operations only. However, variation of 5% either side in the weight of paddy bags is permissible.
4. No compensation shall be admissible to the contractor in respect of the detention of truck/any other vehicle at godowns, railway station/railway siding or any other loading/unloading point(s) or any other place(s) unless such detention be of extra ordinary kind and the decision of the Managing Director, Haryana Warehousing Corporation on all such claims shall be final, both as regards the admissibility and the amount, if any, of the compensation.

Note-III-

No charges other than those mentioned above shall be payable in respect of the services described in the schedule of services or any other duties, services and operation which are auxiliary and/or incidental to Principal services.

APPENDIX IV

FROM:

(i) Tenderer's Name and complete Postal address _____

(ii) Telegraphic address _____

(iii) Telephone number if available): -

(a) Office _____ (b) Residence _____ (c) Mobile _____

To

THE DISTRICT MANAGER,
HARYANA WAREHOUSING CORPORATION,
_____.

Dear Sir,

I/We submit the sealed tender for appointment as loading/unloading/handling and transport etc. contractors at Haryana Warehousing Corporation Godowns at _____.

2. I/We have thoroughly examined and understood the 'Instructions to Tenderer', terms and conditions of contract given in the invitation for tender and those contained in the general conditions for contract and its appendixes, and agree to abide by them. I/We offer to work:-

(i) **at par** the rates given in the schedule of rates for services.

(ii) at _____ % (_____) **ABOVE** the rates given in the schedule of rates for services, or

(iii) at _____ % (_____) **BELOW** the rates given in the schedule of rates for services and it is confirmed that no other charges would be payable to me/us.

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

4 Demand draft No _____ dated _____ for Rs. _____ (Rupees _____) in favour of **Haryana Warehousing Corporation** payable at Panchkula is enclosed as earnest money. In the event of my/our tender being accepted, I/we agree to furnish a security deposit in a manner provided in the rules governing the security.

5. I/we do hereby declare that the entries made in the tender and appendixes attached therein are true and also that I/we shall be bound by the act of my/our duly constituted attorney Sh. _____ whose signatures are appended below and of any other person who in future may be appointed by me/us in his place to carry on the business of HWC, whether any intimation of such change is given to the Managing Director, Haryana Warehousing Corporation, or not.

6. The following documents are enclosed along with the tender dated _____ duly filled and signed:-

- Document I
- Document-II
- Document-III
- Document-IV
- Document-V

Yours faithfully,

(Signature of attorney)

(Signature of Tenderer)

Name & Address

(Capacity in which signing)

WITNESSES

1) Full signatures with date: _____

Name and address : _____

2 Full signature with date : _____

Name and address: _____

CERTIFICATE

I/WE/ M/s _____

Certify that I/we have not been black listed by any of the Government/Semi Government Department/s and am/are not connected to any firm who has been so black listed.

Dated:

Sign. _____

(Tenderer)
