

TECHNICAL BID

From:

The Managing Director,
Karnataka State Warehousing corporation,
43, Primrose Road,
Bangalore – 560025.

To,

Dear Sir's,

For and on behalf of the Karnataka State Warehousing Corporation, (hereinafter called the Corporation) the Managing Director, Karnataka State Warehousing Corporation, Bangalore invites Tender through e-procurement for appointment of contractors for loading/unloading. Handling and Transport of foodgrains fertilizers, Agro – chemicals and allied notified materials, etc., in and aroundfor a period of two years from or such later date as may be decided by the corporation.

1. PLACE OF OPERATION:

a) The words in and aroundin these Present shall mean and include the area comprised within a radius of twenty Five kilometers from the Railway station of

b) The state Warehouse.....
Consists of State Warehousing Corporation's hired godowns Comprising Shed situated with distance of
Kilometers from Railway Station. Estimated storage capacitytonnes.

- 1) State Warehousing Corporation's hired godowns Comprising
 Unit situated within a radius of
 Kilometers from Railway Station. Estimated storage capacity:.....
tonnes

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

2. **BRIEF DESCRIPTION OF WORK:**

Unloading/loading of foodgrains bags from/into Railway, wagons, trucks, etc., Stacking the foodgrains in bags, bagging, re-bagging, weighment, standardization, cleaning of foodgrains etc., and transporting of foodgrains from Railway Station to Corporation godowns and vice versa or transporting them from any place to any other place in and around

(Elaborate description of services given in CL.XX OF Appendix I terms and conditions).

- i) Unloading from wagons at Railway Station/Railway siding. Loading into trucks/any other vehicle or vice-versa.
- ii) Transport of foodgrains bags from the Railway Station to various godowns and vice-versa.
- iii) Unloading from wagons at Railway siding or from transport vehicle and stacking the foodgrains bags in godowns.

- iv) Loading into wagons, from godowns served by siding or loading on trucks or any other transport vehicles from godowns for dispatches or for delivery to the recipients.
- v) Carrying by means of trucks from Railway siding to the godowns of vice-versa.
- vi) Transport of foodgrains as provided for under ITEM (2) and (6) and transport of wooden crates, gunny bales/ gunny bundles.
- vii) Weighment.
- viii) Physical Verification.
- ix) Standardisation.
- x) Filling gunnies with loose grains to a prescribed weight with stitching and stacking/loading/delivery.
- xi) Cleaning.
- xii) Reconditioning/drying of damaged foodgrains.
- xiii) Re-bagging.
- xiv) Loading of open wagons.
- xv) Loading of box wagons.
- xvi) Breaking of stacks and re-stacking/
- xvii) Collection of scattered bags.
- xviii) Bundling of empty gunnies.
- xix) Stenciling of bags.
- xx) Supply of Casual Labour when requisitioned for services not specifically mentioned in APPENDIX-VI Part 'B'
- xxi) Loading/unloading wooden crates, tarpaulins, gunny bales, fumigation cover/jute twine etc., The tenderers must get themselves fully acquainted with the size and location of godowns and capacity of the godowns vis-a-vis loading/unloading points before submission of tender and rates quoted by them for loading into/unloading from trucks/wagons, shall be deemed to have been done after such acquaintance. Once a tender is submitted by a party shall be deemed to have fully acquainted himself with the size and location of godowns vis-à-vis loading/unloading points before submission of tender and rates quoted by them for loading into/unloading from trucks/wagons shall be deemed to have been done after such acquaintance. Once a tender is submitted by a party, he shall be deemed to have fully acquainted himself with the size and location of godowns/group of godowns found later on the grounds that the workers employed by him are demanding higher rates of wage or lead involved in certain operation (S) is more or bags to be handled are heavier. THE SERVICES REQUIRED TO BE PERFORMED UNDER THE CONTRACT HAVE BEEN CATEGORISED IN TWO PARTS. Viz., PART-I RECEIPTS, DESPATCHES, DELIVERIES AND PART-II OTHER SERVICES. Based on the local market trend and other relevant factors, the

- Corporation has prescribed rates for each of the services described in each part which are
- xxii) shown in the ‘Schedule of Rates for Services’ in APPENDIX-VI, annexed to the form of tender.

Tenderers are REQUIRED TO QUOTE FOR ALL THE SERVICES COVERED BY THE TWO PARTS DETAILED IN CLAUSE-XX OF ANNEXURE CONTAINING the terms and conditions in the tender form annexed at APPENDIX-VII and to indicate if they offer to work on the basis of the rates shown in the Schedule of Rates for services or offer an uniform percentage of reduction or enhancement as the case may be, in the rates mentioned in the said schedule of rates. In case the rates are quoted in a manner other than mentioned 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 INGORED. The tenderers should not incorporate any conditions in the tenders, as CONDTIONAL TENDERS SHALL BE SUMMARILY REJECTED.

3. VOLUME OF WORK:

- i) No definite volume of work to be performed can be guaranteed during the currency of the contract. However, some items of general information are given in the Appendix are intended merely to give the tendereres an ideal of the approximate quantum of work to facilitate and to make their own assessment for giving quotation in accordance with the conditions of the contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the annexure to tender will be required to be performed.
- ii) The Contract, if any which may eventuate from this tender, shall be governed by the terms and conditions of contracts as/contained in the invitation / instructions to the tenderer and as given in the Annexure to the form of this tender.
- iii) 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 the Appendix-II attached to the form of tender Tenderers should also furnish the required information about their income

Tax assessment, name of their Bankers and also furnish the documents of INCOME TAX returns filed to the income tax department. The tenders should also furnish the details of number of trucks owned by them and the registration of each truck in APPENDIX-II

(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 a sole proprietor of a firm or as a Secretary/Manager/Director etc., of a Limited Company in case of partnership firms, the names of all the partners should be disclosed and the tender shall be signed by the partners or their duly constituted attorney, having AUTHORITY TO BIND ALL PARTNERS IN ALL MATTERS PERTAINING TO THE CONTRACT, including the arbitration clause. The original or an attested copy of the registered partnership deed should be furnished along with the tender in case of a 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. A 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 name 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 the 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 person 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 “**The Power of Attorney**” should be signed by all the partners in the case of partnership firm, in the case of proprietary concern can be by the proprietary himself an authorized person, 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.

4. EARNEST MONEY DEPOSIT;

Each tender must be accompanied by an Earnest Money Deposit as indicated in *Appendix IX* of the Tender Form. Through e-procurement (Credit card, NEFT/RTGS, OTC) the tender without EMD should be summarily rejected.

The Earnest Money shall be liable or forfeiture if the tenderer, after submitting his tender resiles from, or modifies his offer and/or terms and conditions, there of in any manner, it being understood that the tender documents have been made available to him and he his being permitted to tender in consideration of this agreement to this stipulation. The Earnest Money is also liable to be forfeited in the event of the Tenderers failure, after the acceptance of his tender, to furnish the requisite Security Deposit BY THE DUE DATE 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 final decision on tenders. In the case of successful tenderers, the Earnest Money will be adjusted towards the Security Deposit, and he will be required to pay the balance of amount towards the Security Deposit full in lumpsum. No interest shall be payable on the amount of Earnest Money in any case.

5. SECURITY DEPOSIT AND BANK GUARANTEE:

- a) The Successful Tenderer shall furnish within a week of the acceptance of his tender, the Security Deposit in full, in lumpsum as fixed for each warehouse center as indicated in *APPENDIX – IX*.
- b) The successful tenderer shall also furnish a Bank Guarantee as fixed for each warehouse center and as indicated at *APPENDIX-IX* in the prescribed proforma as at *APPENDIX-IV*. The' Bank Guarantee so furnished should be valid for the 3 years.

6. DOCUMENTS ATTACHED TO TENDER.

- a) Income Tax clearance certificate and attested copies of Registered partnership deed and power of attorney must be submitted by the tenderer along with the tender. After a final decision about the tender is taken the successful tenderer shall produce original Regd. Partnership deed and power of attorney and other all documents submitted by the tenderer within 7 (seven) days of the acceptance of tender, failing which the corporation will be entitled to cancel the contract at the risk and cost of the tenderer.

- b) The tenderer should submit the tender documents including invitation to tender intact without detaching any page or pages duly filled in complete and signed on each page of tender form including the schedule of rates.
- c) Partnership firms shall furnish individual income-tax Clearance certificate relating to ALL THE PARTNERS in addition to the certificates relating to the firms themselves.
- d) In the case of a business concern owned by a Hindu Undivided family, individual income tax clearance certificate relating to each member of the family will not be necessary, provided no member of the family is doing any independent business separately:-

The Karta of the family will be required:-

- i) Either to forward a declaration, duly attested by a First Class Magistrate to the effect that none of the family members are doing any independent business, or
- ii) to furnish the names of the family members doing separate independent business together with their INDIVIDUAL income tax returns field.
- iii) In the case of newly formed constituted firms, income tax returns field shall be furnished in respect of each partner/person Constituting the firms.
- e) Tenders not accompanied by all the schedules, annexure, intact, and Duly filled and signed may be ignored.
- f) The income tax returns field to be attached to the tender must be filled by the tenderer in all details and signed by him. The returns field not completed as above shall be regarded as unsatisfactory, and such tenders will be ignored.
- g) The firm who has submitted income tax returns field previously are also required to furnish a fresh documents, if more than one year has lapsed from the date of the issue of the previous certificate.

7. DELIVERY OF TENDER:

- a) The tender shall be submitted through e-portal. Tender No.....for appointment of Loading/unloading/Handling and Transport Contract at state Warehouse.....and railhead at..... The tenderer must quote in the form annexed at APPENDIX – VI one uniform percentage below or above the schedule of rates for all the two parts of offered to work on the schedule of rates. The rates for fertilizers stocks as at appendix-VII

should be filled properly and accurately. Tenders which do not comply with this instruction shall be summarily rejected.

- b) Tender forms shall be filled in by the tenderer neatly and accurately. Any alternation, eraser, OR overwriting will render the tender invalid. Alteration neatly carried out and duly attested with the full signature of the tenderer, however will be permitted.

8. **OPENING OF TENDERS:**

The tenders will be opened through e-portal at the time and on the date indicated above. The tenderers will be at liberty to present, either in person or through an authorized representative, at the time of opening of tenders.

9. **CORRUPT PRACTICES:**

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

10. **INTERVIEW AND ACCEPTANCE OF TENDER:**

The L-1 tenderer will be invited for negotiation by the Managing Director, Karnataka State Warehousing Corporation, Bangalore or an Officer acting on his behalf, at their own expenses.

Managing Director, Karnataka State Warehousing Corporation, Bangalore for and on behalf of the Corporation reserves the right to reject any or all the tenders without assigning any reason and has not bind himself to accept the lowest of any tender. The successful tenderer will be advised of the acceptance of his tender by a letter, e-mail or formal Acceptance of Tender will be forwarded to the contractor as soon as possible.

Your's faithfully,

Managing Director
Karnataka State Warehousing Corporation.

APPENDIX-I

Terms and Conditions governing Contracts for Transport Unloading/Loading of Foodgrains/Fertilizers and others, at state warehouse
and Railheads at.....

1. DEFINITIONS:

- i) The term 'Contract' shall mean and include the invitation to tender incorporating also the instruction to tenderers, the tender its annexure and schedule, acceptance of tender and such general and special conditions as any be added to it.
- ii) The term 'contractors' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors general and their permitted assigns, as the case may be.
- iii) The term 'Contract Rates' shall mean the rates of payment accepted by the Managing Director of the Corporation for and on behalf of the Corporation.
- iv) The term 'Corporation' or Karnataka State Warehousing Corporation wherever occurs shall mean the Karnataka State Warehousing Corporation established under Warehousing Corporation Act 1962 and will includes its successor (S) and assigns.
- v) The term 'Food grain/Fertilizers' shall mean and include agricultural produce and products thereof, foodgrains product of foodgrains, fertilizers, sugar and cement, Agrochemicals etc., and other allied/notified commodities.
- vi) The term 'Godowns' shall mean the godown belonging to or in occupation of the Corporation at any time.

- vii) The term 'Managing Director' shall mean the Managing Director of the Corporation.
- viii) The term 'Managing Director' shall mean an officer mean the Managing Director of the Corporation for the time being in charge of the Karnataka State Warehousing Corporation, having jurisdiction over the Karnataka State Warehouses concerned.
- ix) The term 'Services' shall mean the performance of any of the items of work enumerated in schedule of services as elaborated in CLAUSE XX, therein including such, auxiliary, additional and incidental duties, services and operations as may be indicated by the Managing Director, Karnataka State Warehousing Corporation, Bangalore or any person authorized by him in this behalf.
- x) The terms 'Truck' wherever mentioned shall mean mechanic drivers vehicles such as lorries etc., and shall exclude animal drawn vehicles.
- xi) The term 'Warehouse Manager' shall mean an Officer of the Corporation being incharge of the State Warehouse concerned.

II. OBJECT OF THE CONTRACT.

The contractors shall render all or any of the services given in CLAUSE XX AND SCHEDULE OF RATES as and when necessary and a directed from time to time by the Managing Director 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 or an officer acting on his behalf and are not inconsistent with these terms and conditions.

III. PARTIES TO THE CONTRACT:

- a) The parties to the contract are the contractors and the Karnataka State Warehousing Corporation, represented by the Managing Director, Karnataka State Warehousing Corporation, Bangalore and for 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 firm shall be deemed to warrant that he has authority to bind such other person or 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 Karnataka state Warehousing Corporation represented through the Managing Director may without prejudice to other civil and 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 Karnataka State Warehousing Corporation may be given/taken by the Managing Director or ANY OTHER OFFICER acting on his behalf.

IV. CONSTITUTION OF CONTRACTORS:

- a) Contractors shall at the time of submission of tender declare whether they are sole proprietorship concern or registered partnership firm or private limited company or Public limited company, incorporated in India of Hindu Undivided Family. The composition of the partnership, names or Directors of Companies and name of the Karta of Hindu Undivided Family shall also be indicated. The contractors shall nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the contractors in respect of the contract and whose acts shall be binding on the 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 the partner/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 Contractors shall not sublet, transfer or assign the contract any part thereof without the previous written approval of the Corporation. In the event of the contractors contravening this conditions, the Corporation shall be entitled to place the contract elsewhere on the contractors 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 contractor shall also undertake to make the third parties FULLY AWARE OF THE POSITION aforesaid.

VII. LIABILITY FOR PERSONNEL:

- a) All persons employed by the contractors shall be engaged by them as their own employees/workers in all respects and the responsibility under the India Factories Act or the workmen's compensation Act or Employees Provident Fund Act, or any other similar enactment in respect of all such personnel shall be that of the contracts. 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 for 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.
- b) The Contractors shall be liable for making contributions in accordance with the provisions of the Employees Provident Fund/Miscellaneous provisions Act 1952 and the scheme frame there under in respect of the Labour employed by him. The Contractor shall recover the amount payable by such employed by him. The contractor shall recover the amount payable by such employees and pay to the Corporation, i e., the Principal Employer under the said Act the amount of members contributions together with an equal amount of his contribution. If on account of the default of the contractor in making such payments, or for any other reason, the Corporation makes such contributions on behalf of the contracts, the contractor shall be bound to reimburse the Corporation the amount of such contributions made by it. The corporation shall entitled to set off against the amounts due to the contractor, the contributions made by it on account of his defaults in claiming payments or otherwise in respect of the labour employed by the contractor.

The Contractor shall also maintain records and also submit each returns as may be prescribed under the Act to the authority designated in the EPF/MP act 1952 and the scheme framed there under and to the Managing Director, Karnataka State Warehousing Corporation, the contractor shall also make available such records and returns as may be prescribed and / or demanded for inspection to the Officers of the Regional Provident Fund commissioner and to the Managing Director, Karnataka State Warehousing Corporation, or an Officers authorized by him or acting on his behalf.

- c) In complying with the said enactment of and statutory modifications thereof, the contractors shall also comply with or cause to be complied with labour regulations/enactments made by the State Government/Central Government from time to time in regard to payment of wages to the workers, wage period, deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage book, or wage slip publication of the scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

VIII. BRIBES, COMMISSION, CORRUPT, GIFTS ETC.,

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

IX. PERIOD OF CONTRACT:

The contract shall remain in force for a period to two years from.....for such later date as may be decided by the Managing Director, K.S.W.C Bangalore, but the Managing Director reserves the right:-

- i) To terminate the contract at any time during the currency without assigning any reason therefore 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.

- ii) To extend the period of contract for a further period on the same rates, terms and conditions beyond the initial period of two years.
- iii) The action of the Managing Director of the K.S.W.C at Bangalore, under this clause shall be final conclusive and binding on the contractors and shall not be called into question.

X. 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 this contract or any of the conditions governing the contract the Managing Director 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 unexpired 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 Managing Director 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 unexpired period of the contract at the risk and cost of the contractors and /or forfeit the security deposit or any part thereof for the sum or sums due to any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor negligence or un-work-manlike performance or any of the services under the contract.
- C) The contractors shall be responsible to Supply adequate and sufficient labour, scales and truck/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 Managing Director, or any Officer acting on his behalf. If the contractors fail to supply the requisite number or labour, scales and trucks/carts, the Managing Director or an Officer acting on his behalf shall, at his entire discretion, without terminating the contractor, who shall be liable to make

good to the Corporation all additional charges; cost 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 in this behalf shall be final and binding on the contractors.

XI. SECURITY DEPOSIT

- a) The Contractor shall furnish, within **15 days** of the acceptance of their tender, a security deposit 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 Corporation under the terms of the contract.
- b) The Corporation shall not be liable for payment of any interest on the Security Deposit.
- c) 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 clear “No Due Certificate”, both by the Warehouse Manager/Incharge.
- d) In the event of termination of the contract envisaged in CLAUSE:-X, the Managing Director 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.
- e) The decision of the Managing Director in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
- f) In the event of the security being insufficient or if the security deposit 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 there-after 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 to the Corporation on demand the remaining balance due.

- g) Whenever the Security Deposit 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 the specified amount.

XII. LIABILITY OF CONTRACTORS FOR LOSSES ECT. SUFFERED BY THE CORPORATION:

- a) The contractors shall be liable for all costs, damages, demurrages, wharfages, forfeiture of wagon registration fees, charges and express suffered or incurred by the Corporation due to the contractors negligence and unworkman like performance of any service under this contract or breach of any terms thereon on their failure to carry out other work with a views 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 negligence or otherwise of he contractors themselves or their employees. The decision of the Managing Director 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, changes, costs or expenses suffered or incurred by them due to contractors negligence and unworkman like performance of services under the contract of breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time or any hereafter may become due to the contractor under this or any other contract with the Corporation. In the event of the sum which may be due form the Corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractor as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in PARA XI. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractor's shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.

- c) In the event of defaults on the part of the contractors in providing labour, weighing scales, weights, etc., and or their fail of the services mentioned in this agreement efficiently and to the entire satisfaction of the Managing Director or any Officer acting on his behalf the Managing Director 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 Rupees one hundred or such lesser sum per day or part of a day of the default as the Managing Director in his absolute discretion may determine and the decision of the Managing Director on the question whether the Contractors have committed such default or have failed to perform any of such services efficiently and are liable to pay compensation and as to the quantum of such compensation shall be final and binding on the contractors.
- d) The Contractors shall be responsible for the safety of the goods from the time they are loaded on their trucks from Railway Station or siding/godowns until they have been unloaded from their trucks or godowns or at other destinations. They shall provide tarpaulin on decks of the trucks so as to avoid loss of grain etc., through the holes/crevices in the deck of the trucks. They shall deliver the number of bags and the weight of foodgrains, fertilizers 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. Managing Director or an Officer acting on his behalf 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 liabilities of the contractors for such loss, and the amount to be recovered from them. The decision of Managing Director in this regard shall be final and binding on the Contractors.
- e) The Contractor shall be responsible for the shortage, wastage, loss OR damage to the Fertilizer/Food-grains etc., in transit. For losses due to the above the contractor shall pay price of the chemical Fertilizer / foodgrains etc., ultimate consumer price at DOUBLE THE VALUE THEREOF.

XII.A. SET OFF:

Any sum of money due and payable to the contractors (including security deposit returnable to them) and 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.

XIII. BOOK EXAMINATION:

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

XIV. VOLUME OF WORK:

Subject as hereinafter mentioned, the corporation does not guarantee any definite volume of work or any particular pattern of service at anytime or through the period of the contract. The mere mention of any item of work in this contract does not by itself confer a right on the contractors to demand that the work relating to all or any it me thereof should necessary or exclusively be entrusted to them. The Corporation will also have the exclusive right to appoint one or more contractors 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 reason of such division of work.

NOTE:

Notwithstanding the number of storage capacity of the existing godowns and those expected to be constructed/ acquired during the contract period, the description of which is given in the tender, the Corporation, may during the currency of the contract takeover/acquire/construct/hire use more godowns for storage as and when necessary. Alternatively it may also

be necessary for the Corporation to give up or release one or more godowns out of those the description of which is given in the tender or the ones that are later constructed/ acquired during the pendency of the contract. In such an event, the contract shall not be rendered, void and the contractor shall be bound to perform all the duties/services and execute all the works, as per terms conditions and rates of the contract and they shall not be entitled to make any claim whatsoever against the Corporation for compensation revision of the rates or otherwise due to increase/decrease in the number of godowns or the storage capacity of the godown.

XV. REMUNERATION:

- a) The contractors shall be paid the remuneration in respect of the services described in the Para XX and performance by them at the contract rates.
- b) If the contractors are required to the perform any service in addition to those specifically provided for in the contract and the annexed schedule the contractors remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement, Failing, such an agreement the matter shall be referred to Arbitration under Clause XIX.
- c) The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract or is not auxiliary or incidental to any of such service shall be decided by the Managing Director of the Karnataka State Warehousing Corporation, whose decision shall be final and binding on the contractors.
- d) The contractors will have the right to represent in writing to the Managing Director that a particular service which they are being called upon to perform, is not covered by any of the services specifically provided for in the contract or as the case may be is not auxiliary or incidental to such services provided that such representation in writing must be made within 15 DAYS AFTER the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.

XVI. PAYMENT;

- a) Payment to the contractors will be made by Managing Director or the Karnataka State Warehousing Corporation, Bangalore on submission of H&T bills by the Contractor through the Warehouse Manager, in \triplicate

duly supported by work slips/work Certificates issued by the Warehouse Manager or an Officer acting on his behalf as the case may be.

- b) Payment to the contractors will be made after the receipt of the Cheque/Demand Draft from concerned Bulk Depositors. After ensuring that the amount is duly credited by Bankers to be account of K.S.W.C.
- c) The contractors should submit all their bills not later than two months from the date of expiry of the contract so that refund of security deposit may be speeded up. In order to facilitate disposal of bills, the contractors are advised to submit their bills monthly.

XVII. DELAYS, STRIKES ETC.,

- a) The corporation will not be responsible for delays which may arise on account of reasons, beyond their control of which the Managing Director shall be the final judge.
- b) Strikes by Contractor's Labour or lorry owners on account of any dispute between the contractors and their Labour as to wages or otherwise will not be deemed to be a reason beyond the contractors control and the contractors shall be responsible for any loss or damage which the Corporation, may suffer on this account.

XVIII. LAWS COVERING THE CONTRACT:

The contract will be governed by the laws of India for the time being in Force.

XIX. ARBITRATION:

All disputes and differences arising out of or in anyway touching or concerning this agreement whatsoever (except the matter reference to in Sub Clause 30 of XXI and any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of any person appointed by the Managing Director, Bangalore. It 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 relates and that in the course of the duties as such employee of the corporation he had expressed views on all or any of the matter in dispute of difference. The award of such Arbitration shall be final and binding on the

parties to this contract. It is a term of this contract that in the event of such Arbitration to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Karnataka State Warehousing Corporation at the time of such transfer, vacation of office or inability to act, shall point another person to act as Arbitrator in accordance with the terms of this contract. Such persons 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, Karnataka State Warehousing Corporation, Bangalore, as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reason for his award.

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

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.

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

The Arbitration 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.

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

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

The Arbitrator shall give separate award in respect of each dispute of difference referred to him.

Subject as aforesaid the Arbitration Act 1949 shall apply to the Arbitration proceedings under this clause.

XX. SERVICES TO BE PERFORMED BY THE CONTRACTORS:

NOTE:

(A): GODOWNS IN AND AROUND UNDER THE PURVIEW OF THIS CONTRACT ARE AS EXPLAINED UNDER APPENDIX –II OF THE INVITATION TO TENDER.

NOTE:

- a) Notwithstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period, the description of which is, given in the tender, the Corporation may during the currency of the contract take over/acquire/contract/hire use 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 these the description of which is given in these documents or out, or those which are constructed or acquired later, during the tendency 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 these works and they shall not be entitled to make any claim what so ever against the Corporation for compensation revision of rates or otherwise due to increase/decrease in the number of godowns or the storage capacity of the godown.
- 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) Kachha or interim stacking, whether inside or outside the godowns wherever necessary in the services of physical verification and standardization, cleaning, drying, filling etc., shall be. Deemed to be included in the relevant service and no separate remuneration for such Kachha stacking will be paid on any account.

SERVICES

PART –I ; FOR STOCK RECEIVED AT OR DESPATCHED FROM RAILWAY
STATION/RAILWAY SIDING OR FOR STOCK DELIVERED TO
RECIPIENTS:-

1. UNLOADING FROM WAGONS AT RAILWAY STATION/RAILWAY SIDING, LOADING INTO TRUCKS/ANY OTHER VEHICLES.
 - a) The contractors shall unload the food grain bags from wagons placed at the Railway Station/Railway siding or unloading the food grains, bags from trucks/or any other vehicle carrying them and stock the bags in the shed/on the platform ground in accordance with the instructions, of the Managing Director or any Office, acting on his behalf. They shall also perform reverse services when directed.
 - b) The Contractor shall unload the food grains bags from wagon placed at the Railway Station or at the Railway siding as the case may be or unload the food grain bags from trucks, or other transport vehicle, carry them and directly load them into truck/any other transport vehicle or into wagons after. Stacking the bags wherever necessary in the shed/on the platform/ground according with the instruction of the Managing Director or any Officer acting on his behalf.

2. TRANSPORT OF FOODGRAIN BAGS FROM RAILWAYS STATION TO VARIOUS GODOWNS OR VICE VERSA.

The contractors shall transport by trucks to be arranged by them, such number of bags of food grains, sweepings spellings etc., as may be, required from day to day by the Managing Director or an Officer acting on his behalf, from the Railway Station to the various godowns or Vice-Versa. The Contractor shall take care not to mix bags of different kinds of food grains containing different qualities of the same food grains and bags containing wet/damaged grains and sweepings etc., with bags of sound grain etc.,

The contractors shall obtain, from the Warehouse Manager or an Officer acting on his behalf every evening the particulars of the number of bags of food grains etc., required to be transported in the next day, the place where

the trucks, carts should report for loading and the destination to which the goods would may be transported. In special cases they may be required to be transported, at shorter notices and they shall be bound to comply with such requisitions. Payment for this service will be in accordance with the stipulation given in notes below the schedule of rate.

NOTE:

Wherever foodgrains bags are transported to the godowns or from the godowns to/from various places by trucks, the loaded/empty trucks are to be weighed on lorry weigh bridge wherever available at the depot premises. In case new weigh bridge is installed/hired acquired during the currency of contract, the trucks have to be weighed on these new weigh bridges. No separate remuneration shall be admissible to the contractors for taking empty or loaded trucks to the lorry weigh bridge already available or newly installed hired/acquired weigh bridges during the currency of a contract period at the godowns premises for weighment. The remuneration under SOR of transport item shall be deemed to be inclusive of remuneration of this service also. All the lorries/trucks will be disinfested with Marathon or any other chemical that Corporation may choose before the trucks/lorries are loaded adopting such dosage and concentration that may be decided upon from time to time. The contractor shall provide the lorries with the gunny/wrappers/bamboo mats on the floor of the lorries before the bags are loading in the lorries. After the LORRIES ARE LOADED THE STOCKS SHALL BE COVERED USING TARPULIN IN GOOD CONDITION AND THE SAME LASHED SECURELY. Ropes and tarpaulins needed shall be supplied by the contractor. The contractor shall also afford necessary facilities for SEALING THE ROPES. The lashing and securing of the tarpaulins shall be carried out in accordance with the directions of the local officers representing the Corporation. No separate remuneration shall be admissible to the contractor for providing gunny/wrappers/bamboo mats, ropes, tarpaulins, sealing the ropes lashing and securing the tarpaulins etc., referred to above.

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

The contractors shall unload the food grain bags from wagons placed at the Railway siding, or from the truck, stack the food grain bags on the platform/ground wherever necessary, carry them by head load or change of head loads by using hand trolleys hand carts or any other mode of carriage provided by them and stack them in the godowns upto the required height. The bags shall be stacked either in the form of conventional stack for bagged storage or in the form of a side wall for enclosing a pit for flat storage up to 10,16,20,25 heights in accordance with the instructions of the Managing Director, or an Officer acting on his behalf. The remuneration for stacking of bags on platform/the ground wherever necessary and for providing the means of carriage mentioned above shall be deemed to be included in the contract rate for this service of unloading and loading.

4. LOADING INTO WAGONS FROM GODOWNS SERVED BY SIDING OR LOADING ON TRUCKS OR ANY OTHER TRANSPORT VEHICLE FROM GODOWNS FOR DESPATCHES OR FOR DELIVERY TO THE RECIPIENTS:

The contractors shall remove the foodgrain bags from the stacks inside the godowns, carry them by head loads or change of head loads or wherever necessary by using hand trolley, carts etc., and load the foodgrains into wagons (in case of godowns served by railway siding) or load them into trucks or any other transport vehicle or in the alternative put the bags in countable position after stacking the bags wherever necessary on the platform/ground for the purpose of despatches or for delivery to buyers, in accordance with the instructions of the Managing Director or an Officer acting on his behalf.

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

5. TRANSPORTATION OF FOODGRAINS (NOT PROVIDED FOR UNDER ITEM '2')

The Contractors shall transport by trucks to be arranged by them such quantity of foodgrains as may be required from day to day by the Managing Director or an Officer acting on his behalf from one godowns to another godown or from one place to another place in the around. The contractor shall take care not to mix bags of different kinds of foodgrains bags containing wet/damaged foodgrains sweepings etc., with bags of sound grain etc., the contractors shall obtain from the Managing Director or an Officer acting on his behalf every evening particulars of the number of bags of foodgrains, sweepings etc., required to be transported the next day, the place where the trucks should report, for loading and the destination to which the goods would be required to be transported. In special case the contractors may be required to arrange transport at short notice and they shall be bound to comply with such requisitions. Payment for this service will be in accordance with the stipulations given in rates below the schedule of rates.

6. TRANSPORT OF WOODEN CRATES, GUNNY BALES/GUNNY BUNDLES:

The Contractors shall arrange to supply sufficient number of lorries/trucks or any other transport vehicle for transport of wooden crates/gunny bales/gunny bundles, from one place to any other place as per the programme given by the Managing Director or an Officer acting on his behalf and the contractors are responsible for any shortage/damages during their custody. The decision of the Managing Director as to the losses/damages etc., will be final and binding on the contractors.

7. WEIGHTMENT:

The contractors shall with their labour and scales and under their supervision weigh such number of bags or by placing the bags wherever necessary after weighment. The remuneration for this service shall be deemed to include placing of bags wherever necessary near the scale either before or after weighment carrying out the weighment by placing the bags on the scale and removing the bags from the scale of foodgrains as described above shall be done in conjunction with any other service like receipt, dispatches, delivery,

etc., in or at godown/railway/platform/railway siding/shed or any where else as directed by the Managing Director or an Officer acting on his behalf. Payment under this service for actual number of bags weighed will be made in addition to the service in conjunction with which weighment is performed, unless weighment is included specifically in a service like physical verification, standardization, cleaning, etc., The contractor shall be responsible to supply adequate and sufficient number of scales for weighment, provided always that the contractor shall not use their own scales when the same are available with Corporation and the contractors shall be liable to pay hire charges for the same at the rate PRESCRIBED IN THE SCHEDULE.

PART II: OTHER SERVICES:

1. PHYSICAL VERIFICATION:

The contractors 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 scales, putting them on scales, carrying out weighment, removing bags from scales, doing katcha stacking inside or outside the godown as and when necessary carrying the weighed, bags and stacking them upto 10,16,20 or 25 high as may be directed by the Managing Director or an Officer acting on his behalf. Normally, the weighed bags will be required to be restacked in the same godown or outside the same godown, it may however, be necessary to restack the weighed bags in another godown.

2. STANDARDISATION:

The contractors shall with their labour and scales and under their supervision, standardize such number of bags of foodgrains/fertilizer as may be required by the managing Director or an Officer acting on his behalf. Standardization shall be deemed to include carrying bags from stacks to weighing scales, cuttings open the month of the bags, emptying the contents after cutting open the month of the bags, marking palla if necessary and filling upto a prescribed weight in one or more new small/big size gunnies, putting bags on the scales, putting in or taking out gains from each bag as may be necessary in order that each bag contains the standard weigh or foodgrains as fixed by the Managing Director or an Officer acting on his behalf removing the bags from the scale re-stitching the bags with at least 16 stitches on each bag, doing katcha stacking up to 10,16,20, or 25 high or loading into wagons/trucks or any other vehicle as

directed, when the standardized bags are to required to be restacked or loaded such bags shall be left in a countable position on the floor of the godown. The standardized bags shall be stacked in the same godown or in another godown as directed by, the Managing Director, payment will be regulated for actual number of bags received after standardization.

2(a) **FILLING GUNNIES WITH LOOSE GRAINS TO A PRESCRIBED WEIGHT STICHING AND STACKING/LOADING/DELIVERY:**

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

3. CLEANING.

The contractors shall as and when required with their labour, clean the foodgrains, sweeping etc., cleaning shall be deemed to include de-stacking the bags, weighing them to ascertain the pre-cleaned weight, carrying them to the places assigned for cleaning and subject to such process as winnowing, shifting, passing through the sieves or other method of cleaning, or cleaning by machines etc., removing the cleaned grains in bags, weighing them to a standard weight prescribed by the Managing Director or an Officer acting or his behalf, stitching the bags firmly with at least 16 stitches and carrying the standardized bags and stacking them upto 10,16,20,25 high or loading them into wagons/trucks/transport vehicle as directed, collecting the refracting, filling them in bags as directed, weighing them and stacking them upto 10,16,20,25. High or loading/delivering them as directed, Payment will be made only for the number of bags received after cleaning and standardization. No separate payment for the bags filled with refractions will be made.

Food grains shall be cleaned by means of cleaning machines, whenever supplied by the Corporation, to the contractors. The contractors shall pay the hire charges for use of the cleaning machines at the rates prescribed in the schedule.

4. RECONDITIONING/DRYING OF DAMAGED FOODGRAINS:

The contractors shall undertake reconditioning/drying of damaged foodgrains whenever required. Reconditioning/drying shall be deemed to include carrying foodgrain bags from stack or anywhere else from the godown. Cutting open the mouth of the bag, spreading the foodgrains inside or outside the godown and after reconditioning/drying making them into a pallas, filling loose grains into empty gunnies upto a prescribed weight, stitching the bags in the same or another godown upto 10,16,20, or 25 high or loading/delivering them as directed. If weighment is required to be done before cutting open the bags, it will be paid for separately, payment under this service will be made for the number of bags received after drying and standardization.

5. REBAGGING:

The contractors shall rebag, loose grains or the contents of unserviceable bags into new bags supplied by the Corporation. Rebagging shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies making a palla. If necessary filling in new bags upto a prescribed weight, stitching them doing katcha stacking inside or outside the godowns as and when necessary and stacking them upto 10,16,20 or 25 high or delivering/dispatching as directed.

6. LOADING OF OPEN WAGONS:

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

7. LOADING OF BOX WAGONS:

The contractor shall load/unload box type (open) wagons wherever necessary, in addition to the normal duties and responsibilities attached to the service of loading/unloading covered wagons, the contractors shall also perform all other auxiliary services incidental to handling of box type wagons.

8. BREAKING OF STACKS AND RESTACKING:

The contractor shall as and when required remove from any stack (s) in the godown and restack them or break/carry from the katcha stack on

platform/godown verandah/ground by head loads and restack in the same or another godown upto 10,16,20, or 25 high.

9. COLLECTION OF SCATTERED BAGS:

The contractor shall as and when required remove/collect the scattered bags from the godown and stack them in the same or another godown upto 10,16,20 or 25 high.

10. BUNDLING OF EMPTY GUNNIES:

The contractors shall collect the empty gunnies released after various operating re-bagging cleaning et., and bundle them into bundles of 25 or 50 each as directed by the Managing Director or an Officer acting of his behalf. The bundles shall neatly be made to allow verification and the twine required for tying/stitching 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 Managing Director or an Officer acting on his behalf.

11. STENCILLING OF BAGS:

The contractors shall with their labour and stenciling materials, stencil such number of bags as may be directed by the Managing Director or an Officer acting on is behalf. In full wagon loads the name or destination station in block English letter shall be stenciled on such number, of bags as may be required. In the case to know the particulars of the consignment, commodity and weight of the contents, shall also be stenciled. The contractors may with the prior permission of the Managing Director or an Officer acting on his behalf mark the bags in the prescribed manner with brush and indelible ink instead of stenciling. The payment towards the stenciling charges will be made as fixed in the schedule.

12. SUPPLY OF CASUAL LABOUR:

The contractor shall provide such number of male or female causal labour wherever asked to do so by the Managing Director/Warehousing Manger of any Officer acting on his behalf.

The payment of casual labour wage shall be not less than the minimum statutory rate fixed by the appropriate authority for the material period as fixed, wage male/female casual labour per day. HOWEVER, IT WILL NOT ENTITLE THE CONTRACOTOR TO CLAIM ANY INCREASE DURING THE CURRENCY OF THE CONTRACT.

13. The labour so supplied can be asked to do fumigation/brushing dusting, spraying for pumping cynogas with foot pumps whenever necessary or for other auxiliary godown operations.

NOTE:

- a. For fumigation work gas proof cover have to be brought from stores, unfold them and cover the stock and later remove them fold them and take them to stores.
 - b. These rates are fixed and no percentage is permissible over and above these rates.
14. **LOADING/UNLOADING OF WOODEN CREATES, TARPAULINS, GUNNY BALES, FUMIGATION COVER/JUTE TWINE ETC.,** The contractors shall load/unload the wooden crates/gunny bales/fumigation cover jute twine/tarpaulins from the trucks/wagons and stack them in the godown as per the instructions of the Managing Director or an Officer acting on his behalf. They shall also perform the reverse operation when directed.

CLAUSE XXI: DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS:

1. The contractors shall carry out any and all items of services assigned to them by the Managing Director 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 Managing Director 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. Remunerations for all auxiliary and incidental duties and services not specifically provided for in the schedule of rates for services shall deemed to be included in the remuneration provided for

various services specifically mentioned in the schedule. The contractors shall always be bound to act with reasonable diligence and in a business like manner and to use such skill expected men of ordinary prudence in the conduct of their activities.

- 2) The contractors shall engage competent and adequate staff and labour to the satisfaction of the Managing Director or an Officer acting on his behalf for ensuring efficient handling and transport of foodgrains etc., and furnishing correct and upto date information/progress of work, statements and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from negligence, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. Managing Director or an Officer acting on his behalf shall have the right to ask for the dismissal of any employee of the contractors who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by negligence and misconduct etc., of the contractors, their servants or agents or representatives shall be final and binding on the contractors.
- 3) The contractors shall advise the Managing Director and Officers authorized to act on his behalf the name of the 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 these representatives to call at the office of the Managing Director or an Officer acting on his behalf, every day and generally to remain in touch with them to obtain information about the programme of arrivals and dispatchers to various recipients and other godown activities and to report the progress of loading/unloading transport work etc., and generally 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 of trucks/carts/wagons or any other transport vehicles at the railheads/godowns or any other loading/unloading point. The contractors 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 regarding such loss shall be final and binding on the contractors. They shall spread their own tarpaulins or gunny paulins of the loading/unloading points to avoid wastage and damage.

- 5) The contractors 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 Managing Director in this matter shall be final and binding of the contractors.
- 6) The contractors shall provide their own planks and supporting bags to serve as ladders for the purpose of loading/unloading into/from trucks/cart/wagons, or stacking. No grain etc., filled bags shall be used in the operation.
- 7) The contractors, Shall ensure that their labour do not use large gooks for handling bags or any hook for handling flour, sugar and fertilizer bags at any stage. The use of hooks other than those approved by the Managing Director or an Officer acting on his behalf for foodgrains or any hook for handling flour, sugar and fertilizer will render the contract liable for cancellation. The decision of the Managing Director regarding such loses shall be final and binding on the contractors. The contractors shall supply small regulation size hooks approved by the Managing Director or an Officer acting on his behalf to their labour for handling foodgrain bags.
- 8) The contractors shall obtain from the Managing Director or an Officer acting on his behalf, particulars of consignments expected to be received and /or proposed to be dispatched from /at godown/railheads as the case may be. In the case of receipt of foodgrains/fertilizers and other notified commodities etc., THE CONTRACTORS SHALL COLLECT THE RELEVANT RAILWAY RECEIPTS FROM THE WAREHOUSE MANAGERS/INCHARGES AND ARRANGE TO TAKE DELIVERY OF CONSIGNMENTS WITHIN THE FREE TIME ALLOWED BY THE RAILWAY. If the Railway receipt for a particular consignment is not available the contractors shall be required to take deliver on indemnity bond. In special cases, the contractors shall be required to take delivery or arrange dispatch of consignments of foodgrains etc., at short notice they shall be bound to comply with such request.
- 9) The contractors shall prepare necessary forwarding notes, risk note forms etc., in respect of consignments intended for dispatch by rail for which necessary wagon fee will also be deposited by him from his own funds with the railways in accordance with, their rules.

- 10) If any consignment received has been booked 'freight to pay' the contractors shall pay the freight by means of firm (s) credit Notes which they shall obtain from the Managing Director, Karnataka State Warehousing Corporation, Bangalore or an officer acting on his behalf. But if for any reasons these are not issued, the contractors shall themselves pay the freight in the first instance and then recover the same by submitting a stamped pre-receipted bill supported by vouchers.
- 11) The contractors shall ensure before commencement 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 in writing to the Managing Director, Karnataka State Warehousing Corporation, Bangalore or an Officer acting on his behalf.
- 12) 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, Karnataka State Warehousing Corporation, Bangalore or an Officer acting on his behalf and the railways.
- 13) The contractors shall 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 (s) supervising loading /dispatches. The remuneration for loading into wagons shall be deemed to include the remuneration for such routine cleaning of wagons as and when to the extent found necessary
- 14) The contractors shall, as and when required be also responsible for hand shunting of wagons to /from loading/unloading points. The remuneration for loading /unloading of wagons shall be deemed to include the remuneration for such hand shunting of wagons and to the extent found necessary.
- 15) Contractors shall as and when required be also responsible for reverting and sealing of the doors of the wagons at the time of dispatch or removing reverts or seals at the time of receipt.
- 16) The contractors shall obtain Railway receipt in respect of the consignments booked by them. If in any case the Railways refuse to issue clear railway

receipts, the contractor shall bring the matter in writing, to the notice, of the Managing Director, Karnataka State Warehousing Corporation, Bangalore or an Officer acting on his behalf before loading the bags into wagons. If the contractors find any difficulty in getting clear Railway Receipt in respect of the consignment packed in new bags, they shall take up the matter with the Railways copies of all correspondence in the matter shall be sent by the contractors to the Managing Director, Karnataka State Warehousing Corporation Bangalore and or/to the office acting on his behalf.

- 17) The contractors shall obtain railway receipts expeditiously from the railways and immediately after obtaining them submit them to the Managing Director, Karnataka State Warehousing Corporation, Bangalore or an Officer acting on his behalf.
- 18) The contractors shall also be responsible as and when required to put six labels each of the size 5x9 bearing the name of the destination station in each wagon at the time of dispatch.
- 19) The contractors shall provide adequate number of stitches and sweepers at their own cost at all loading/unloading and other operational points to carryout minor repairs to leaking bags with three ply double up twine.
- 20) The contractors shall collect all sweepings and spillages of foodgrain from wagon floors loading/unloading points/godowns spillages from the bleeding bags that occur at the time of storage in god owns as well as at the time of receipts and issues and fill them after cleaning, if necessary in slack bags or in other empty bags supplied by Corporation and firmly stitch them with at least 16 stitches. The twine for this purpose shall be three ply double up collection of spillage from bleeding bags that occur at the time of storage in godowns as well as a the time of receipt and issue is of the liability of the contractors for which no remunerations is payable.
- 21) 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 vehicles expeditiously. The contractors shall be liable to make good any compensation demurrage/wharf age as per railway rules in force during the period of contract or other charges of expenses that may be incurred by the Corporation on account of delays in loading/unloading of

trucks/carts and unloading of wagons unless, the delay is for reasons beyond the contractors control. The decision of the Managing Director, Karnataka State Warehousing Corporation, Bangalore in this respect shall be final and binding on the contractors.

- 22) The contractors shall be responsible for obtaining consignees receipt in respect of all bags entrusted to them for carrying and for handling over receipt next day to the Managing Director, Karnataka State Warehousing Corporation, Bangalore or an Officer acting on his behalf.
- 23) The contractors shall strictly abide by all rules and regulations of railways, police and municipal authorities.
- 24) All taxes charges payable to the State Government/Local bodies etc., shall be paid by the contractors and no claim whatsoever shall lie against the Corporation on this account.
- 25) The contractors shall be required to re stack the bags without payment of any extra charges if the directions for stacking the bags are not observed by them or if the stacking is faulty and not to the satisfaction of the Managing Director, Karnataka State Warehousing Corporation, Bangalore or an Officer acting on his behalf. The contractors shall also be responsible for any loss which the Corporation may suffer on account of the bags not being properly stacked. The decision of the Managing Director, Karnataka State Warehousing Corporation, Bangalore regarding such loss shall be final and binding on the contractors.
- 26) The contractors shall at the time of standardization, cleaning, etc. ensure that the mouth of each bag is got open cautiously and with almost care so as to avoid any damage or loss to the bags & wastage of foodgrains. The contractors shall be liable for any loss to the Corporation on this account and the decision of the Managing Director, Karnataka State Warehousing Corporation, Bangalore in the matter shall be final and binding on the contractors. The contractors shall carry empty bags from the gunny storage godowns or from any other place indicated by the Managing Director, Karnataka State Warehousing Corporation, Bangalore or an officer acting on his behalf to the places of operations for bagging, re-bagging etc., and no extra remuneration for such carriage of empty bags will be payable on any account.

- 27) In carrying out the various operations involving carriage of bags inside or outside godowns it is desirable that the use of wheeled contrivances like hand-trolleys is progressively introduced for the alleviation of the lot of the labourers. Such hand-trolley or wheeled contrivances will be supplied to the laborers by the contractors at their own cost. No extra remuneration whatsoever for such a use of hand trolley etc., for carriage of bags will be payable as it shall be deemed to be included in the rates provided for the relevant services.
- 28) The contractors shall be responsible for keeping complete and accurate account of all supplies of foodgrains etc., and empty gunny bags received by them from the Corporation, and they shall render accounts and furnish returns and statements in such a manner as the Managing Director, Karnataka State Warehousing Corporation, Bangalore or on Officer acting on his behalf may from time to time prescribed.
- 29) The contractors shall allow Karnataka State Warehousing Corporation, Representative as escort to travel in the lorry if required.
- 30) The contractors 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 dispatched from the railhead godowns etc., as the case may be, to the destination or to the recipients to whom the grains etc., is required to be transported by the contractors. They shall provide tarpaulins in decks of the trucks so as to avoid loss of grain etc., through the holes crevices. In the decks of the trucks. They shall also exercise adequate care and take precautions to ensure that the foodgrains/fertilizer bags are not damaged, while in transit in their trucks/carts any other vehicles. They shall deliver the number of bags and the weigh of foodgrains/fertilizer etc., received by them and loaded to their trucks.

They shall be liable to make good the value of any shortage wastage, wastage loss or damage to the goods in transit at issue rate/deposit rate/market rate whichever is higher for all foodgrains and commodities including fertilizers other than sugar and four times the issue rate/deposit rate /market rate whichever is higher in respect of sugar, on the date of incident except when Managing Director, Karnataka State Warehousing Corporation, Bangalore (whose decision shall be final) decides that the difference between weights taken at the dispatching and receiving ends is negligible and is due to discrepancies between

the scales, gain or loss in moisture or other causes beyond the contractor's control.

31. The contractors shall be responsible for performing all or any of the services detained in and arising out of this contract also at height without any additional remuneration whenever required by the Managing Director, Karnataka State Warehousing Corporation, Bangalore or an Officer acting on his behalf.
32. The contractors shall be liable for all costs, damages 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 or any terms thereof of their failure to carry out the work with a view to avoid incurrence of demurrage wharf age etc., and for all damages or losses occasioned to the Corporation in particular to any property or plant belonging to the Corporation due to any act whether negligence or otherwise of the contractors themselves or their employees. The decision of the Managing Director, Karnataka State Warehousing Corporation, Bangalore regarding such failure of the contractors their liability for the losses etc., suffered by the Corporation shall be final and binding on the contractors.
33. The contractors shall provide and maintain correct weights and scales carry out all the weighment accurately. The Managing Director, Karnataka State Warehousing Corporation, Bangalore or an officer acting on his behalf shall have the right to check the weights, scales and weight of any bags or to open any bag for examination.

“Where the scales of the Corporation are used by the contractors, they shall be responsible for the proper maintenance and handling of the scales. If any damage or breakage to the weighing scales or any loss is sustained in the course of their shifting from one godown to another (for which the contractors shall not be entitled to any separate or extra payment) or when scales are under their custody for the propose of carrying out weighment operations, they shall make good the loss etc., sustained by the purpose of carrying out wieghment operations, they shall make good the loss etc., sustained by the Corporation on this account and the decision of the Managing Director, Karnataka State Warehousing Corporation, Bangalore, or an Officer authorized by him as required to the extent and the liability of the contractor in such matters shall be final and binding on the contractors.”

34. **WEIGHMENT OF BAGS:**

The contractors shall, with their labour and scales and under their supervision, weigh 10% at the railway station in the case of standard bags 100 % in the case of unstandard bags/cut and torn/damaged bags. They should again weigh the stocks at the godown after transport 10 % weighment of standard bags have to be done at the godown and at the Railway station as the case may be. The contractors shall be responsible to supply adequate and sufficient number of scales for weighment, provided always, that the contractor shall not use their own scales where the same are available with the Corporation and the contractors shall be liable to pay hire charges for the same at the rate of 0.10 Ps. PER MT. for foodgrains/fertilizers etc., while delivering the stocks at the Warehouse, the contractor will be responsible for the weight the contractor shall be responsible for the loss in transit from Railway Station to the Warehouse godown and bear the cost thereof.

Wherever the weighment of Food Corporation of India stocks is undertaken on a Private hired weigh bridge the contractor will be paid the amount of actual amount of weighment charges so reimbursed by FCI.

Whenever the weighment is carried out on the platform scales, where lorry Weigh Bridge is not available the contractor will be paid at the rate of Rs.2 per MT or as revised by FCI from time to time.

Wherever the weighment is undertaken on the Corporation's weighbridge, the H&T contractor has to pay the weighment charges as proscribed by the Corporation from time to time.

35. The contractors shall when directed to do so arrange to obtain tarpaulins/ropes/supplied by the railway, transport them, if-necessary spread tarpaulins over inside open, box type or leaky covered wagons as the case may be tie the ropes/lash over consignments of foodgrains, fertilizers etc., loaded in such wagon with a view to ensure the safety of goods in rail transit and also untie ropes/lash and remove the tarpaulins from the wagon and perform all other auxiliary services connected with handling of such wagons. The remuneration for loading/unloading of such wagons shall be deemed to include in the remuneration for the aforesaid services also.

36. The contractors will furnish the details of trucks owned by them and the number of trucks registration number etc., in COL.NO.6 FO APPENDIX-H.
37. In every case in which by virtue of the provisions of Sub-section (1) of Section 12 of the workmen's compensation Act 1993 the Corporation is obliged to pay compensation to a workman employed by the contractor in execution of the contract the corporation will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the corporation under Sub-section(2) of Section 12 of the said Act. The corporation shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Corporation to the contractor whether under this contract or otherwise.
38. In every case in which by virtue of provisions of the contract labour (Regulation and Abolition) Act and the contract labour (Regulation and Abolition) rules, the Corporation is obliged to pay any amount of wages to a workman employed by the contractor in execution of a contract or to incur any expenditure in providing welfare and or health amenities required to be provided under the above said Act and Rules or under Rules formed by the government from time to time for the protection of health and sanitary arrangements for workers employed by the Karnataka State Warehousing corporation contractors, the Corporation will recover from the contractors the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of the corporation under Sub-section (2) of Section 20 and Sub-section (4) of Section 21 of the contract labour (Regulation and Abolition) Act. The corporation shall also be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the contractor, whether under this arrangement or otherwise.
39. The corporation shall be bound to contest any claims made against it under contract labour (Regulation and Abolition) Act or workman's compensation Act or any other similar Act, in respect of contract labour.
40. The Contractor, where required shall obtain a valid licence under the contract labour (R&A) Act 1970, and the contract Labour (R&L) Rules before the commencement of the work and shall continue to have valid licence until the completion of the contract.

SCHEDULE
(Reference par 1 (c) Invitation to Tender)
GENERAL INFORMATION

The State Warehouseconsists of the following groups of godowns:

1. EXISTING GODOWNS:

1. GODOWNS SERVED BY RAILWAY SIDING Estimated storage, Brief particulars of the godown capacity in tones.

1.

2.

3.

2. Godowns situated at a considerable distance from the Railway siding in the same premises requiring use of trucks for carrying bags. Brief particulars of the godown. Estimated storage capacity in tones.

1.

2.

3.

3. Godowns served by railway station/Goodshed:

Brief particulars of the godown. Estimated storage capacity in tones.

1.

2.

3.

NOTE:

1. Notwithstanding the number of storage capacity of the existing godown and those expected to be constructed/acquired during the contract period the description of which is given in the tender, the Corporation may during the currency of the contract take over/acquire/construct/hire/use more godowns for storages as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of these, the description of which is given in these documents or out of those which are constructed/acquire later during the pendency of the contract. In such an event, the contractors shall be bound to perform all the services duties and execute all the works as per terms and conditions and rate of the contract and they shall not be entitled to make any claim whatsoever against the Corporation for Compensation, revision of rates or otherwise due to increase/decrease in the number of godowns or the storage capacity of the godowns.
2. Ordinarily the bagged grain may be expected to be turned over thrice in two years.
3. Weight of the stocks will be required to be physically verified once in a year.
4. Nonstandard bags on receipt will be weighed cent percent while standard bags will generally be weighed only 10 %.
5. Non-standard bags may be required to be standardized in the godowns.
6. The particulars given above are intended merely to help the tenderer's to form their own idea of the approximate quantum of work involved in this contract. The tenderers must acquaint themselves fully with the size and location of godowns Vis-à-vis loading and unloading point. They are warned not to rely on the particulars given that all the items of work shown above shall be required to be performed. The successful tenderer shall be bound to execute all works as required under the terms of contract and shall not be entitled to make any claim whatsoever against the Corporation for compensation/revision of rates or otherwise on the basis of particulars referred to above.

APPENDIX – II

(Reference para 3 (a) invitation to tender and Clause IV of Annexure of tender)

Technical Evaluation Sheet

(TO BE FILLED IN BY THE TENDERER)

Sl. No	Particulars	Details to be furnished by the Tenderer
1	Name of the Tenderer/Firm/company Pvt. Ltd.	
2	Proprietorship/Partnership	
3	Permanent address	
4	Correspondence address	
5	a) Office Phone No.	
	b) Residence Phone No.	
	c) Mobile No.	
	d) Fax No.	
	e) E-mail Id.	
6	Name of the contact person & Phone/Mobile No.	
7	Documents to be furnished	
	a) Registered partnership deed with regn. certificate and reconstitution deed obtained from the Registrar of firms if applicable	
	b) Pan Card details	
	c) GST Regn. Certificate	
	d) Previous 3 financial years	

	(2021-22, 2022-23, 2023-24) IT returns, Balance sheet, P&L account	
8	Truck details minimum capacity of 09 MTs and above	
	a) Regn. No	
	b) Model	
	c) Manufacturing date/month/year	
	d) "B" Register extract of the vehicle should not be older than 6 months from the last date of submission of tender. For confirmation of truck ownership the "B" extract or RC of the vehicle will be considered.	
9	Turnover certificate either combining all the previous 5 years or during any one of the year (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) from any government organizations, Boards/Corporation, FCI, Fertilizer companies, KSWC and CWC	
10	Tenderer Bank Details:	
	a) Bank Name	
	b) Address	
	c) Type of a/c	
	d) Account No.	
	e)IFSC	No.
11	EPF Registration certificate	No.
12	ESI Registration certificate	No.

I/We do hereby declare that the entries made in the tender and Annexure/Schedules attached herein are true and correct.

Date:

Place:

Signature of the Tenderer

Note :

1. KSWC reserve the right to verify the documents submitted by the tenderer and also to call for any additional information and documents as deemed necessary.
2. In case if space is found short in any one more of the columns above, additional information can be annexed on separate sheet of papers and the annexure number of those papers may be mentioned in the relevant column / columns above. All such annexure should be signed and sealed by the tenderers or his authorized representative.

APPENDIX – IV
BANK GUARANTEE BOND
(To be used by approved Scheduled Banks)

To,

Karnataka State Warehousing Corporation,

Sir,

In consideration of the Karnataka Stat Warehousing corporation, Bangalore (herein after called the Corporation) having agreed to exempt..... (herein after called the said Contractor (s) from the demand, under the terms and conditions of an Agreement datedmade between and for(hereinafter called ‘the said Agreement), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said agreement of production of a Bank Guarantee for Rs.....(Rupees) We..... (indicate the name of bank)(hereinafter referred to be the bank) at the request of (contractor (s) do hereby undertake to pay the Corporation an amount not exceeding Rs..... (Rupees against any loss or damage caused to or suffered by the Corporation by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

3. We do hereby undertake to pay the amounts due and payable under this guarantee without, any demur, merely on a demand from the corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused, to or suffered by the corporation by reason of any breach by the said contractors(s) of any of the term or conditions contained in the agreement or by reason of the contractor(s) failure to perform the said Agreement.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not liability under this guarantee shall be restricted to an amount not exceeding Rs.....
(Rupees.....)

4. We undertake to pay to the Corporation any money so demand not withstanding any dispute or disputes raised by the contractor(s) supplier (s) in any suit or proceeding pending before any Court or Tribunal relating there to our liability under this present being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payments there under and the contractors (s)/supplier (s) shall have no claim against us for making such payment.
6. We.....(indicate the name of Bank) further agree that the guarantee contained shall remain in the full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till twelve months after the date or expiry of contract. Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made o us in writing on or before)date should be twelve months after the date of expiry of contract.) We shall be discharged from all liability under this guarantee thereafter.
7. We.....)indicate the name of Bank) further agree with Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hee-under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our

liability by reason of any such variation or extension being granted to the said contractor (s) or for any forbearance, act or commission on the part of the Corporation or any indulgence by the Corporation to the said contractor 9s) or by any such matter or thing whatsoever which under the law relating to sureties would but, for this provision, have effect of so relieving us.

- 8. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s) suppliers.
- 9. We..... (indicate the name of Bank) lastly undertake not to revoke this guarantee during, its currency except with the previous consent or Corporation in writing.
- 10. This branch is competent to issue this guarantee is also empowered to encash the claim of Corporation without reference to or prior approval of higher level or other notice or their Bank.

Date theday of

For(indicate name of Bank)

AGREEMENT

The Karnataka State Warehousing Corporation having agreed to grant the contract of Handling and Transport of Food grains, Fertilizers and other notified commodities at State Warehouse _____, in response to the submission of online tender through E-procurement portal by me to the Managing Director, Karnataka State Warehousing Corporation, #43, Ugrana Bhavan Primrose Road, Bangalore-25.

I/We, _____ am/are executing this agreement on Date ----- and here by confirm that I/we thoroughly examined and understood the terms and conditions of the invitation of tender Notification No: _____ issued by the Managing Director, KSWC, Bangalore for appointment of handling and transport Contractor for the depositor who entrust the handling and transport works to Karnataka State Warehousing Corporation in respect of receipt, dispatches internal transportation standardization, re-bagging and ex-godown release etc., and also those of the General Conditions of contract and its appendices and schedules and agree to abide by them. I/we am/are willingly undertaking the said work consequent on the approval of the tender given by me/us to the Managing Director, Karnataka State Warehousing Corporation, #43, Ugrana Bhavan, Primrose Road, Bangalore-25. The awarded rate on percentage war basis i.e., ASOR% both for Handling and transportation and internal transportation as per schedule Part "A" of Appendix V&VI for FCI stocks and Fertilizers on Items war rates (*for warehouse point operation only*) basis *Item No. 1(a) Rs.....per MT, Items No. 1(b) Rs.....per MT* as per schedule Part "B" of Appendix VI & VII at State Warehouse, The rates specified in the Part "A" of Appendix V&VI for FCI stocks and Part "B" of Appendix VI & VII for fertilizer stocks, hereto which forms a part of this agreement and as per terms and conditions of the tender. I/we, assure the said Corporation that I/we will undertake the said work to the best of my/our ability at all stage, during the tenure of the contract. This agreement will remain in force for a initial period of two years with effect from*to*, which can be extended at

the discretion of the Managing Director, KSWC for a further period on the same rates, terms and condition as per tender clause Appendix-I, Para-IX.

Witness (Signature)
Name & Address

()

Contactor

1)

2)

“Attested by”

Warehouse Manger
(Seal & Signature)

Signature of Managing Director,
Karnataka State Warehousing Corporation,
Ugrana Bhavan, Primrose road
Bangalore-25.

Witness (Signature)
Name & Address.

1)

2)