



CENTRAL WAREHOUSING CORPORATION

[A Government of India Undertaking]

Regional Office: No.9, Mission Road, Bengaluru-560027.

Ph: 080-22220820, 22231803, 22233111, 22222066 Fax: 080-22216885

E mail: rmbler.cwhc@nic.in Website: www.cewacor.nic.in



DOCUMENT FOR EXPRESSION OF INTEREST [EOI] FOR EMPANELMENT OF LOGISTICS/TRANSPORTATION CONTRACTORS FOR LONG DISTANCE ROAD TRANSPORTATION

**Manager, Container Freight Station [CFS],
Plot Nos.107-109, EPIP, KIADB Industrial Area,
Whitefield, Bengaluru-560096,
Phone No.080-41750521/522/523/524/525/526,
Mobile No.9945167627, Email: cwcfdfs@gmail.com**

IMPORTANT DETAILS FOR PARTICIPANTS

| | |
|---|--|
| Date of advertisement in newspapers | 23.02.2016 |
| Newspapers: | 1. THE HINDU, English. 2. VIJAYA KARNATAKA, Kannada. 3. DAKSHIN BHARATH, Hindi. |
| Expression of interest document downloading date and time | From 1600 hrs on 23.02.2017 to 2359 hrs on 15.03.2017 |
| Meet before EOI [for clarifications, if any, from participants] | 1500 hrs on 06.03.2017 at Container Freight Station [CFS], Plot Nos.107-109, EPIP, KIADB Industrial Area, Whitefield, Bengaluru-560096, Phone No.080-41750521/522/523/524 Mobile No.9945167627, Email: cwcfdfs@gmail.com |
| Last date for uploading the documents and submission of EOI | 1500 hrs on 16.03.2017 |
| Last date and time for submission of Earnest Money through net-banking/RTGS/NEFT, etc. The payment through net banking/RTGS/NEFT, etc., may take 2-3 days to reflect in to Corporation account. | In case of Earnest Money is submitted through demand draft, the same should be submitted to CWC, Regional Office, Bengaluru, before 1500 hrs on 16.03.2017. The details for net banking/RTGS/NEFT is given below: Name of Account Holder: Regional Manager, Central Warehousing Corporation Savings Bank Account No.039210100036394 Name of Bank: Andhra Bank Branch address: N.R.Road Branch, Bengaluru-560002 IFS Code: ANDB0000392 |
| Opening of EOI | 1530 hrs on 16.03.2017 at Central Warehousing Corporation, Regional Office, No.9, Mission Road, Subbaiah Circle, Bengaluru-5600027, Phone:080-22222066/22233111, Fax: 080-22216885 |
| EOI processing fee payable to M/s Karnataka State Electronics Development Corporation Limited [KEONICS] | Rs.2,300/- [Rupees two thousand three hundred only inclusive of 15% service tax]. |
| Earnest Money | Rs.1,00,000/- [Rupees one lakh only] which can be paid through net banking, RTGS/NEFT or through demand draft. |
| Security deposit | Rs.5,00,000/- [Rupees five lakhs only] on the award of work |

**CENTRAL WAREHOUSING CORPORATION (CWC)
REGIONAL OFFICE, BENGALURU**

INVITES

**EXPRESSION OF INTEREST (EOI)
FOR EMPANELMENT OF
LOGISTICS/TRANSPORTATION
CONTRACTORS FOR LONG
DISTANCE ROAD TRANSPORTATION**

Address:

**Regional Manager, Central Warehousing Corporation,
Regional Office, No. 9, Mission Road, Bangalore — 560 027.
Ph: 080 22487765, 2223 3111/2222 2066 / 2222 2231**

**CENTRAL WAREHOUSING CORPORATION
(A Govt. of India Undertaking)**

An excellent business opportunity to associate with Central Warehousing Corporation

Expression of Interest (EOI) for empanelment of logistics/transportation contractors for long distance road transportation.

Central Warehousing Corporation (CWC) invites Expression of Interest (EOI) from reputed establishments providing long distance transportation service for empanelment as service provider for transportation of ISO containers (loaded /empty) between CFS, Whitefield and port/container terminals at Chennai (i.e. HOM/TNPM/LNTKICT and nearby upcoming port(s), if any).

The eligibility criteria and detailed terms and conditions may be viewed from 1600 hrs on 23.02.2017 and downloaded from the CWC website www.cewacor.nic.in or www.tenderwizard.com/CWC, or the Central Public Procurement Portal (CPP Portal) www.eprocure.gov.in.

Expression of Interest duly complete in all respects to be submitted by uploading online on the portal www.tenderwizard.com/CWC only, last date for submission before 1500 hrs on 16.03.2017.

**REGIONAL MANAGER
CENTRAL WAREHOUSING CORPORATION
REGIONAL MANAGER OFFICE-BANGALORE
Bangalore
Ph: 080 22487765, 2223 3111
E-mail: rmb1r@cewacor.nic.in**



CENTRAL WAREHOUSING CORPORATION

(A GOVT. OF INDIA UNDERTAKING)



EXPRESSION OF INTEREST (EOI)

For empanelment of logistics/transportation contractors capable and interested for long distance transportation of containers (loaded/empty) between CFS, Whitefield and port/container terminals at Chennai (i.e. HOM/TNPM/LNTKICT and nearby upcoming port(s), if any) for two (02) years by following a reverse auction process as detailed in **Annex.I**.

NEED AND OBJECTIVE OF EOI

Central Warehousing Corporation (CWC) is one of the major warehousing & logistics service provider catering to the warehousing and logistics requirement of trade and industry including EXIM trade in India. CWC, CFS-Whitefield is one of the prestigious Container Freight Station of the Corporation catering to the requirement of EXIM trade in Bangalore region. From where export cargo are cleared and transported to gateway port(s) and import containers are transported to CFS for customs clearance.

In view of the emerging requirement from the trade for their expeditious and reliable movement of containers, CWC intends to form a panel of road transportation service providers of repute capable and interested in long distance transportation of EXIM containers by road between CFS, Whitefield and port/container terminals at Chennai (i.e. HOM/TNPM/LNTKICT and nearby upcoming port(s), if any).

CWC invites Expression of Interest (EOI) in online mode through the e-tender website www.tenderwizard.com/CWC from experienced and financially sound logistics/transportation contractors for empanelment with CWC for long distance road transportation in the following broad streams at present:

- A. Transportation of containers by trailers outgoing from CWC, CFS, Whitefield to port/container terminals at Chennai (i.e. HOM/TNPM/LNTKICT and nearby upcoming port(s), if any).
- B. Transportation of containers by trailers incoming from port/container terminals at Chennai (i.e. HOM/TNPM/LNTKICT and nearby upcoming port(s), if any) to CFS, Whitefield.

The broad classification of various streams alongwith approximate No. of containers in each weight slabs are indicated in **Annex.-IX**.

1.0 TERMS OF REFERENCE

- 1.1 CWC, CFS, Whitefield is responsible for movement of EXIM containers to/from port/container terminals at Chennai (i.e. HOM/TNPM/LNTKICT and nearby upcoming port(s), if any) for this purpose, we intend to form a panel to enter into rate contracts (based on reverse auction process**) with reputed and financially sound logistics/transportation contractors.
- 1.2 Logistics/transportation contractor interested in empanelment with CWC for the long distance transportation of EXIM loaded/empty containers between CFS, Whitefield and Port/container terminals at Chennai (i.e. HOM/TNPM/LNTKICT and nearby upcoming port(s), if any) may submit their expression of interest with supporting documents as indicated in qualifying criteria.

****As per Annex.-I**

2.0 CONDITIONS OF EMPANELMENT

- 2.1 The logistics/transportation company fulfilling qualifying criteria and other laid down requirements against subject EOI shall be empanelled with CWC, CFS, Whitefield **for a period of 02 years**. During the period of empanelment, empanelled firms would be required to participate against enquires floated by CWC from time to time through reverse e-auction. In case, empanelled transporter(s) do not respond to CWC enquiry, CWC at its discretion may cancel their empanelment and even

forfeit empanelment fee. The firm shall not make any claim against CWC on this account.

2.2 No legal or contractual binding relationship will exist between CWC and any of the respondents and/or enlisted/empaneled parties/firm(s) until execution of contract agreement through reverse e-auction process.

2.3 The parties by responding to CWC with EOI will be deemed to have accepted the terms of reference of this EOI. CWC reserves the right to either modify the terms of reference or altogether shelve this EOI. In case of any dispute, decision of Regional Manager, Regional Office, Bangalore will be final and binding.

3.0 Types of container(s) along with weight slab proposed for transportation

- a) Transportation of Twenty Feet Equivalent Unit (TEU) from CFS, Whitefield to Port/container terminals at Chennai (i.e. HOM/TNPM/LNTKICT and nearby upcoming port(s), if any) in weight slabs up to 9 MT, above 9 up to 15MT, above 15MT up to 21MT, above 21 MT.
- b) Transportation of Forty Feet Equivalent Unit (FEU) from CFS, Whitefield to Port/container terminals at Chennai (i.e. HOM/TNPM/LNTKICT and nearby upcoming port(s), if any) in weight slabs up to 12 MT, above 12 MT up to 18MT, above 18MT up to 21MT, above 21 MT.
- c) Transportation of Twenty Feet Equivalent Unit (TEU) from Port/container terminals at Chennai (i.e. HOM/TNPM/LNTKICT and nearby upcoming port(s), if any) to CFS, Whitefield in weight slabs up to 9 MT, above 9 up to 15MT, above 15MT up to 21MT, above 21 MT.
- d) Transportation of Forty Feet Equivalent Unit (FEU) from Port/container terminals at Chennai (i.e. HOM/TNPM/LNTKICT and nearby upcoming port(s), if any) to CFS, Whitefield in weight

slabs up to 12 MT, above 12 MT up to 18MT, above 18MT up to 21MT, above 21 MT.

- e) Transportation of empty containers – 20' (TEU) from Chennai to CFS, Whitefield or vice versa.
- f) Transportation of empty containers – 40' (FEU) from Chennai to CFS, Whitefield or vice versa.

4.0 ELIGIBILITY CRITERIA/QUALIFYING CRITERIA

The respondents to this EOI shall ensure to comply with the following criteria to be eligible for empanelment.

1. Constitution of the firm participating may be sole proprietor/partnership/cooperative society/HUF/LLP/Company. The interested party must submit the copy of Partnership Deed in case of partnership firm, certificate incorporation, Memorandum of Association and Article of Association in case of company. The certificate of registration is to be submitted wherever applicable i.e. in case of cooperative society/LLP.
2. A minimum of average annual turnover (business from transportation/logistics work of Rs.5.0 lakh per annum for last three years ending 2015-16). The statement is to be substantive with audited annual report in case of public/private limited companies and for others a copy of balance sheet and profit & loss account certified by chartered accountant shall be submitted alongwith the offer.
3. The transporter/logistics company should be registered under the Carriage by Road Act, 2007.
4. The firm must have at least 20Nos. (15 own plus 5hired/leased) of trailers having capacity to transport 20'/40' containers.
5. The agency should have experience of container transportation of at least 300 TEUs p.a. for the last 2 years. (the firm must enclose copy of LOA or any other letter(s)/documents as proof of experience to establish the required experience).

6. The agency should submit the profile of their company/firm/organization stating clearly the experience in the field they are working, No. of employees, network of their offices etc.

5.0 Procedure to be adopted:

1. The process will comprise of two stages:
 - a) The first stage would be evaluation & short listing of qualified and competent firm/company from among the applications received through online portal based on the qualifying criteria mentioned at 4.0 of this document. Firms/company qualifying in the first stage will be empanelled by CWC for the aforesaid work of Long Distance Transportation between CFS, Whitefield and Port/container terminals at Chennai (i.e. HOM/TNPM/LNTKICT and nearby upcoming port(s), if any) and the **earnest money submitted by the firm will be converted as empanelment fee and the same will be retained by the Corporation throughout the empanelment period.**
 - b) In the second stage the reverse e-auction process as detailed in Annex.I will be conducted for all the empanelled firm(s)/company(s). The empanelled firm/company will be required to register themselves with KEONICS/any other partner appointed by CWC for conduction of reverse e-auction on its behalf by paying appropriate fee as detailed in Annex.I. **The lowest bids received will be valid for 03 months & further extendable for 03 months on the discretion of CWC.** The work will be awarded to the firm/company quoting the lowest rate in each slab in a particular stream/weight slab during online reverse auction. Whosoever quotes lowest in a particular weight slab and stream, the work of that particular weight slab and stream will be awarded to the said firm.

NOTE: However, CWC reserves the right not to award the work in case if the lowest quoted rate received in a particular enquiry is not acceptable to CWC.
2. CWC also reserves the right to award the work partially, if deemed fit by the Regional Manager in the financial/business interest of CWC.
3. CWC may also overlook any firm/company participating in the EOI who is in the same line of business and competing with CWC (Conflict of Interest) by pass any firm/company debarred by any Govt./Semi Govt. or PSU. Accept or reject any or all of the

expression of interest/price quote in part or full. Reject if bidder deliberately gives wrong information or suppressed conceals some facts in his expression of interest application or create circumstances for the acceptance of his/their price quote fraudulently. The CWC reserves the right to reject such application/quote at any stage alongwith forfeiture of earnest money deposit. Bidder may be liable to face the penalty of banning of his business dealings with CWC. Any loss suffered by CWC on this account will be recovered from the contractor. This will be done without prejudice to CWC's right to seek any other remedy under law.

4. The Corporation reserves the right to call all the firm(s)/company(s) or any of them for seeking clarification if required by the Regional Manager, CWC, RO, Bangalore at their expenses. However, only the firm/company whose rates will be lowest will be called for negotiation of rates if required at their own expenses.

6.0 General Requirements

6.1 Self-declaration-cum-undertaking

All the respondents must confirm the following by way of a self-declaration cum undertaking:

1. I/We confirm that none of our group concerns or affiliates etc. appear in the list of companies banned by CWC or any Govt. Deptt. or PSU's nor any of our Director/Partner/Proprietor are involved with such company.
2. I/we confirm that other than the respondents, none of our group concerns or affiliates etc. are participating in the EOI directly or indirectly through any other agency under the same proprietor/common partner(s)/common Director(s).
3. CWC may reject the EOI or in case the contract has been awarded then terminate the contract apart from taking any other suitable action under the contract or legal provision. If it is found at any point of time that any statement made by respondent in the undertaking is

false/fraudulent or any document submitted by the respondent is fake or forged or if CWC determines in a sole discretion that any statement was aimed at deliberately misleading CWC with a view to ensure empanelment against this EOI.

6.2 Other terms and conditions

1. The service provider shall obtain all necessary statutory licence and permits, NOC, Police verification of driver etc. and pay for all permits licenses, certification and other applicable statutory stipulation governing plying of heavy commercial vehicles across India.
2. Service provider shall employ only competent/qualified/fully experienced driver having valid driving licence. In case of award of contract latest police verification certificate of driver should be provided alongwith other required documents or vehicle deployed.
3. In the event an employee of service provider found not suitable/unfit for the job the service provider will promptly replace such individual with another person who is fully competent and skilled to perform the work.
4. The service provider shall at all times indemnify CWC, its staff and officials against all claims and penalties which may be suffered by CWC or any person employed by them by reason of any default on the part of service provider in due observance and performance of provision of this EOI and subsequent contract.
5. CWC will not be liable for any liability arising under the labour laws, non-payment of statutory taxes/levies or any other liability under law of land incurred by the service provider.

6. In case service provider is not in a position to provide service against indent, emergency service will be made at his risk & cost which shall be deducted from the bill. In addition, suitable penalty may also be imposed for non-service providing or entire contract may be terminated by CWC.
7. The firm will follow all govt. rules/regulations regarding traffic matters.
8. Applications received after last date and time shall not be entertained.
9. Mere empanelment of the firms will not guarantee that the work will be provided to the agency necessarily.
10. The fleet of vehicle may be inspected by CWC authorized official (s) at any time during the period of empanelment.
11. The vehicle supplied for transportation of containers should be fitted with GPS for location monitoring and real time access of GPS monitoring should be provided to CWC or its authorized representative.
12. A firm's representative shall be deputed at CWC, CFS, Whitefield who will monitor movement of all the vehicles and shall be able to take decision in case of any emergent situation.
13. CWC reserves the right to discharge/cancel this process at any stage without assigning any reason thereof.

6.3 Instruction to interested firms/company

The interested firms/company must read following instructions before submitting their Expression of Interest (EOI).

- 1) The firm/company shall submit their expression of interest only in online mode through the portal www.tenderwizard.com/CWC along with required documents in support of their claims regarding eligibility and

experience and the required annexures in support of their eligibility and competence. Application in physical form shall not be accepted.

- 2) The amount of Rs.1 lakh shall be submitted along with their expression as earnest money which shall be converted as the empanelment fee in case the firm/company qualify for empanelment and will be retained by the Corporation for the empanelment period (i.e. 02 years from the date of empanelment). The interested firm/company shall be required to be registered with M/s KSEDC Ltd. (KEONICS), in case if they are not already registered with them. The processing fee of Rs.2,000/- plus applicable service tax shall be payable to M/s KSEDC Ltd., Bangalore by way of e-payment/NEFT/RTGS by using debit card/credit card and internet banking.
- 3) In case any of the submitted documents is no legible Corporation reserves the right to call for legible hard copies of the same and/or originals for scrutiny/verification. In such case the bidder has to furnish the documents called for within the stipulated time either by post/courier or in person.
- 4) Solvency certificate from any scheduled bank for an amount not less than Rs.5 lakh issued not earlier than 03 months from the date of submission of the expression of interest.
- 5) The authority for acceptance rejection of the application documents will rest with the Regional Manager, Central Warehousing Corporation who does not bind himself to accept any expression of interest merely on the grounds that they are fulfilling the eligibility criteria mentioned in this document. The document submitted by the interest firm/company shall become the property of CWC and CWC shall have no obligation to return the same to the participating firm/company.
- 6) CWC shall not give any intimation to the unsuccessful participant about the fact of the rejection of their application.
- 7) The empanelled firm whose price quote is accepted shall be required to be present in person or, through a duly authorized representative to sign the agreement and execute the contract documents within (07) seven days of the date of issue of communication (LOI) from CWC's

office and start the work within (15) fifteen days of issue of LOI or by the date communicated by the Regional Manager or his representative, whichever is later. Failure to do so may constitute a breach of contract concluded by the acceptance of the quote, leading to forfeiture of empanelment fee.

- 8) The empanelled firm who shall be awarded the work on submission of their price quote will have to furnish within a week of acceptance of his price quote a security deposit of Rs.5 lakh which will be in addition to the empanelment fee of Rs.1 lakh. Failing which the contract shall be liable to be cancelled and the empanelment fee shall be forfeited by the Corporation. However, the contractor at his option may deposit 50% of the prescribed security deposit at the time of award of the work and the balance 50% may be paid by deductions from his admitted bills at the rate of 10%. The security deposit shall be in favour of the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore in the form of cash or demand draft issued by any scheduled bank payable at Bangalore.
- 9) The contractor shall, however, have the option, at any time, during the contract period and at the sole discretion of the Regional Manager, CWC, RO, Bangalore to withdraw the security deposit available by furnishing a Bank Guarantee (in the format given at Annexure-III) for the total amount of the security deposit in lieu thereof. The bank guarantee shall be valid not only for the entire period of contract with claim period of 6 months but also for a minimum period of one year after the completion of the contract, so as to satisfy the claims of the Corporation against the contractor, if any, for the contract which bank guarantee relates and in the form at Annexure-III.
- 10) Refund of Security Deposit: The security Deposit will be refunded to the contractor on due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract and submission of "No Demand Certificates" both by the Manager CFS, Whitefield and the contractor subject to such deductions from the security deposit as may be necessary for making up the

Corporation's claim against the contractor. It is made very clear that no interest is payable on the amount of security deposit lying with Central Warehousing Corporation in any form under the contract. In case the contract is extended for further period, the validity of the Security Deposit instrument will be accordingly extended by the Contractor by an equivalent duration of time.

- 11) Insufficient Security Deposit: In the event of the Security being found insufficient or if the security has been Wholly forfeited, as the case may be the balance of the total sum recovered shall be deduced from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. If that sum also not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand the remaining balance due whenever the security deposit falls short of the specific amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specific amount. The decision of the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore as to the amount determined for deduction from the security deposit will be final and binding on the contractor. CWC shall be entitled to recover any loss or damage that CWC may suffer or sustain by reason of the failure of the contractor to observe the terms and conditions of this contract or to pay any amount that may become due to CWC under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to CWC, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CWC shall deduct the same from the monthly bills or any amount due to the contractor. The security deposit referred to above may be forfeited by CWC in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the

contract, without prejudice to CWC's other rights and remedies available under law. CWC shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right.

- 12) Decline to take up the work: Should an empanelled firm, whose quote has been accepted, decline or fail to remit the security deposit and/or execute an agreement to take up the contract within fifteen days of the acceptance of the quote or within the extended time permitted by RM, whichever is later, the earnest money deposit mentioned above can be forfeited by CWC in full, without prejudice to any other rights or remedies in this regard for breach of contract.
- 13) The contract shall be awarded for a period of three months from the date of commencement of the contract, extendable by three months on the same rates, terms and conditions. No request for any change in rates will be entertained during the currency of the contract. The date of start of physical work by the contractor shall be treated as the date of commencement of contract.
- 14) It will be obligatory on the part of company to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (inclusive of extended period, if any) or till alternate arrangements is made.
- 15) The road transportation contractor to whom the work has been awarded for long distance transportation for any stream and or any weight slab (to be referred to as RTC/Contractor hereinafter) to be appointed for the CFS, Whitefield under this contact shall be primarily responsible for the road transportation of loaded and empty (EXIM containers) between the CFS, Whitefield and various destinations as per the details given below. It is, however, clarified that the scope of work indicated here is only a guide.
- 16) Road transportation of EXIM/empty containers between CFS, Whitefield and port/container terminals at Chennai (i.e. HOM/TNPM/LNTHICT and nearby upcoming port(s), if any).

- 17) CWC places a very high emphasis on timely transportation of containers, it would require the contractor (firm/company) to perform timely transportation of container/in and to monitor and supply information of all containers in transit to CWC on a daily basis as far as Road transportation of containers is concerned.
- 18) The prospective company is advised to acquaint himself with the exact location, road approaches and distance between CFS & Port/Yard conditions and the facilities at CFS, Whitefield. He is also advised to familiarize himself with the site conditions procedures and method of working of various ICDs/CFS and Gateway Ports to which he is required to transport the containers. Contractor will be required to post adequate managerial and supervisory staff at CFS, Whitefield, Bangalore and at all destinations to co-ordinate the work of loading/unloading of containers/cargo, documentation and transportation.
- 19) In case, for reasons of Customs rules or other operating requirements an area is designated as container yard within the CFS, the movement of containers into and from these designated yards will not entail any extra payment, over and above the rates quoted in the Schedule of rates.
- 20) No container(s) which have been damaged original seals tampered or whose contents appear to have damaged/pilfered, shall be transported by the contractor from container freight station to Gateway Ports/ICD, Bangalore and vice versa without following the procedure prescribed by the Customs and other concerned authorities in this regard from time to time as laid down by the Manager, Container Freight Station, Whitefield/the Regional Manager, Central Warehousing Corporation, Bangalore.
- 21) All the encumbered-vehicles deployed for Road Transportation should be equipped with the facility of Global Positioning System (GPS) to monitor the vehicle movement.
- 22) Suitable vehicles would be deployed, capable of carrying containers of different weight, in accordance with the laws of the Central /State Government in force, from time to time. IN case of carriage of a 20'

container on a 40' trailer, payment would be admissible for 20' container only for the weight of the container.

- 23) The contractor shall comprehensively insure all the vehicles/load containers against any damage or loss arising during the performance of the work. CWC will not be responsible for any loss or damage to the vehicles of contractor/loaded containers during transportation of containers. It is advisable for contractor to take a suitable insurance policy for Road Transportation of EXIM containers/between CFS Whitefield and port/container terminals/CFSs and also for allied activities/risks, if any. This is in the interest of the contractor to cover himself from risks involved in Road Transportation of containers/between CFS Whitefield and port//container terminals/CFSs. Since this is a policy which protects the contractor, it is advisable that he takes such a policy for a value as he deems fit. It may be noted that this is not a mandatory requirement of CWC for fulfilment of this contract. CWC, however, will be recovering the value of any damage that has arisen while the cargo/containers were in the custody of the contractor from contractor's bills/security deposit/BG etc., irrespective of whether insurance policy has been taken by contractor or not.
- 24) No trailer detention charges shall be paid for detentions at the originating terminal or destination terminal or at the empty unloading terminal.
- 25) The Corporation does not guarantee any definite volume of work or any particular pattern of services at any time or throughout the period of the contract.
- 26) The mere mention of any item of work in this contract does not by itself confer a right on the contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.
- 27) The contractor shall have to perform all the services provided for in this contract who shall be paid at the rates quoted by him and accepted by the Corporation.

- 28) The contractor who has been awarded the work will be obliged to position the Vehicles/ at the respective terminal at one day prior to the scheduled start of work.
- 29) In case of failure to deploy owned/hired vehicles/ by the Contractor on or before stipulated date, or in case of short / no deployment of required number of vehicles / trailers / at any time during the pendency of the contract, damages of Rs.2500/- per vehicle/ per day or part thereof may be levied till the vehicles are provided by the Contractor.
- 30) FIFO must be followed for compliance of Job Orders, unless specific instructions are given by Manager CFS for change in FIFO.
- 31) If a job order issued by CWC is not accepted by the RTC it shall be treated as refusal. If the containers are not carried out till 08:00 hrs of the next day and the customer subsequently decides to carry the same using private transportation, this shall also be treated as refusal on part of the RTC.
- 32) Transit time for Road Transportation of containers (load/empty)

| | |
|---|--|
| Transportation between | Maximum time prescribed for transportation including date of job order |
| CFS, Whitefield and Chennai Ports or designated areas of Chennai and vice versa | 2 days |

- 33) All the damages will be imposed by the CFS Manager/In charge and the same will be deducted from the monthly bill of the Contractor CWC may also deduct the damages from the Security Deposit, in case monthly bills are short of damages amount. In such a case, the Contractor shall have to make good the Security Deposit within a period of three days of the intimation to him.
- 34) The RTC shall not receive and transport any container whose original seals have been tampered with or whose contents appear to have been damaged and / or pilfered and will always act only on the instructions of the Concerned CFS Manager. The RTC shall also be responsible for bringing the containers duly stuffed or loaded outside ICD/DCT with seals intact and hand them over at the appropriate place in the same condition.
- 35) The RTC shall exchange the Equipment Interchange Report (EIR) every time the handing over or taking over of a container takes place. He shall be responsible for examining and verifying correctness of the details given in the EIR.
- 36) CWC transports 'exim' containers in bonded state. It is responsible to the Customs for the safety of 'exim' cargo during transit and has to furnish a "Continuity Bond" of an appropriate amount to the Customs. The RTC will be liable for any loss or damage to the cargo while the container is in their custody as CWC being held liable for Customs duty.
- 37) In case the RTC fails to promptly substitute vehicles in good working and presentable condition and their performance is found to be unsatisfactory as mentioned at point No. 39, CWC will be at liberty to make alternative arrangement for road transportation of containers on the risk and cost of RTCs till suitable replacement is provided by the RTC or the cycle of the activity as initiated under alternative arrangement gets completed, whichever comes later.
- 38) Road trailers for Road Transportation of 20'/40' containers would be in the form of Tractor-Trailer units each comprising of a prime-mover and Semi-trailers (chassis) or can be integrated vehicles (single unit) fitted with container securing arrangements. The trucks (including multi-axle)

and trailers deployed for the work must be capable of carrying 20' and/or 40' containers. Suitable Container securing arrangements should be provided on the vehicles.

- 39) Container: Container shall mean various types of ISO/DSO containers i.e. Dry container, Reefer container, Flat rack (for in-gauge cargo only), Open Top etc (for in-gauge cargo only) used for transportation of export/import and domestic cargo which could be 20'/22'/40'/45' or tank container.
- 40) Unsatisfactory Performance will include the following: Repeated failure to adhere to the work schedule. Failure to provide requisite number of vehicle, or ensuring its availability in consonance with contractual requirement for a continuous period of (3) three days. Repeated instances of improper work. Repeated instances of failure to comply with instructions of Manager CFS, CWC, Whitefield.
- 41) There will be no revision of rates whatsoever under any circumstances till completion of the contract period, i.e., three months and further extendable by three months on the discretion of CWC.
- 42) If the extra expenditure incurred by CWC on account of unsatisfactory performance or the alternative arraignments made by CWC on the risk and cost of the contractor as mentioned in above paragraphs is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from pending bills of the contractor under the contract or from money due to the contractor by CWC under this or any other contract or otherwise. The contractor shall have no claim whatsoever against CWC, in consequence on such recoveries or termination of the contract, as stated above. The certificate of Manager CFS or In-charge of the CFS-Whitefield, as to the sum payable to the new agency, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.
- 43) If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, CWC will have the

absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

- 44) The Bidder are informed that subject to the approval of CWC, all customers of CWC will have the option of transporting their containers by any truck provider for transportation of their own choice in case it suits their requirements at the sole discretion of concerned CFS Manager.
- 45) The contractor shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts, etc.
- 46) The contractor shall indemnify Central Warehousing Corporation against any violation of safety laws, rules and regulations while carrying-out operations as required by the contractor under the contract.
- 47) Service Tax or any other tax in lieu thereof levied by the Central Govt. from time to time on the services rendered by the Transport Contractor shall be borne by the Corporation. Contractor is required to submit his bills/invoices in the Format prescribed under Rule 4A (1) of the Service Tax Rules, 1994 or other relevant Laws, as the case may be.
- 48) In case service tax is payable under law by CWC in respect of road transportation / GTA services rendered by the contractor under Reverse Charge mechanism, the contractor will not charge service tax in his bill and CWC shall not be obliged to reimburse service tax and interest thereon to the contractor even if the service tax is deposited by the contractor on his own into the Govt. exchequer.
- 49) All taxes/levies/fees/charges payable to any Govt. Body/local body payable by the Transport Contractor for his operations shall be paid by the contractor, and no claim, whatsoever on this account shall rest against the Corporation except service tax or any other tax in lieu thereof as mentioned in point No. 46& 47.
- 50) The contractor shall make a claim for the services rendered under this contract to CWC within (4) four months of such service. If he does not

prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the Regional Manager on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

- 51) Income Tax at the rate as applicable under provisions of the Income Tax Act, shall be deducted at source from the Bills/Invoices of the Contractor. In case, however, the contractor is granted exemption from the deduction of Income Tax at lower rate, he shall be required to produce such certificate issued by the prescribed Income Tax Authority clearly stating therein that No Income Tax or Lower Income Tax, as the case may be, deducted at source from the contractor against the said contract, failing which income tax at full rate, as prescribed under the Act, shall be deducted. Such exemption or lower rate certificate shall have to be obtained by the contractor from the prescribed Income Tax Authorities and furnished to the Corporation at the commencement of each Financial Year.
- 52) CWC will have the liberty to terminate the contract by giving an advance notice of (30) thirty days in case there are strong business reasons to do so as determined by its management.
- 53) Manager CFS and contractor will draw a joint procedure order for implementation of this contract in which the system of documentation for the imposition of damages, recording of the breakdown time etc. will be decided upon. Before commencement of work on any working day the contractor shall notify CWC about the condition of vehicles / equipment in the format specified by CWC. The joint procedure order between CWC and the RTC should be made between the period of LOI issue and date of commencement of work positively.
- 54) Notwithstanding anything in this agreement to the contrary neither the CWC nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic

and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

- 55) Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the Managing Director of CWC. There will be no objection if the arbitrator so appointed is an employee of CWC.
- 56) If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, the Managing Director of CWC, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.
- 57) It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or

enlarge the time for making and publishing the award as situation warrants.

- 58) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 59) Save as otherwise provided, all notices issued and action to be taken for and on behalf of the Managing Director, CWC, shall be issued or taken on his behalf by the official, Manager of the CFS-Whitefield, or officer so nominated by the Competent Authority. The contractor shall furnish to Regional Manager of the respective Region of CWC, the name(s), designation(s) and address(s) of his authorized representative and all complaints, notices communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorised representative or left at or posted at the address so given.
- 60) In case of Accidents, fire, fog, congestion, etc., the concerned CFS Manager / In-charge may condone the delay in execution of job orders and no damages would be imposed in such an eventuality, provided the incident warranting such an action by the Concerned CFS Manager / In-charge is brought out clearly on record. Notwithstanding anything contained hereinabove, the Regional Manager shall be the Authority to consider waiver of any damages imposed under this contract, by the Concerned CFS Manager / In-charge, in part or full, at his sole discretion.

ANNEXURE- I

**SPECIMEN OF AGREEMENT
(TO BE EXECUTED ON BOND PAPER OF RS 100/-)**

AGREEMENT for Road Transportation of EXIM containers/Empty containers between CFS, Whitefield and Port/Container Terminals/CFSs at Chennai (i.e. HOM/TNPM/ LNTKICT and upcoming if any), FOR A PERIOD OF THREE MONTHS FROM THE DATE OF COMMENCEMENT OF CONTRACT AND EXTENDABLE BY _____ THEREAFTER.

Contract Agreement No. _____ Dated _____

This agreement made this _____ Day of _____ Two Thousand and Fifteen between the Central Warehousing Corporation (A Govt. of India Undertaking), 'CWC, Bangalore, represented herein by the Regional Manager (hereinafter called CWC) of the ONE PART and the _____ represented herein by the _____ (hereinafter called the contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees) of the OTHER PART for the purpose of performing the work of transportation of ISO/DSO containers with or without cargo and for [] at CWC CFS [] at the rates and under the terms and conditions specified in the quote document and its annexures.

Whereas the contractor has agreed with CWC to perform all the operations set forth in the quote document and its annexures, which shall be treated as an integral part of this agreement, upon the terms and conditions governing contract annexed.

In consideration of the payment to be made by CWC, the contractor shall duly perform the said operations as detailed in the said quote documents and its annexures set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CWC and will carry out the work in accordance with the terms and conditions of contract with effect from [..... day of, 20.... upto day of, 20....] and will observe, fulfill and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and CWC hereby agrees that if the contractor observes and honour the said terms and conditions of the contract,

CWC will pay or cause to be paid to the contractor for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

The cost of stamp paper on this account shall be borne by contractor.

In witness whereof the said parties have hereunto set their hands the day and year first above written.

For and on Behalf of Contractor
M/s.

REGIONAL MANAGER
FOR AND ON BEHALF OF
CENTRAL WAREHOUSING CORPORATION,

WITNESS

WITNESS

1. _____

1. _____

2. _____

2. _____

SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE CONDITIONS OF CONTRACT ARE ANNEXED.

ANNEXURE-II

DRAFT BANK GUARANTEE FOR SECURITY DEPOSIT

Guarantee No.....
Amt. of Guarantee.....
Guarantee cover from Dated:.....
 To Dated:.....
Last Date for Lodgment of claim:.....

To
.....
.....
.....

In consideration of Central Warehousing Corporation (hereinafter called "Beneficiary") having agreed to exempt M/s....., having its Registered Office situated at.....(hereinafter called "the Obligator") from the demand of Security Deposit of Rs.....(Rupees.....only) under the terms and conditions of an agreement dated.....(hereinafter called the "said Agreement") for the due fulfillment by the said Obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs.....(Rupees.....only), at the request of the Obligator..... (indicate the name of bank with address) (Hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees.....only) against any loss of damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

2. We (indicate the name of bank)_____ do hereby undertake to pay the Beneficiary amounts payable under this guarantee without any demur, merely on a demand from the Beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Beneficiary by reason or any breach by the said Obligator of the terms & conditions contained in the said agreement or by reason of the Obligator's failure to perform the said Agreement. Any such demand in writing 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 exceeding Rs. _____ (Rupees_____).

3. We (indicate the name of Bank) undertake to pay to the Beneficiary any money so demanded notwithstanding any dispute or disputes raised by the Obligor in any suit or proceedings pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Obligor shall have no claim against us for making such payment.
4. We (indicate the name of Bank)_____further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Beneficiary certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Obligor and accordingly, discharges under this guarantee, Unless a demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liability under this guarantee thereafter.
5. We, (indicate the name of the Bank) _____ further agree with the Beneficiary that the Beneficiary shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said Obligor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Beneficiary against the said Obligor and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Obligor for any forbearance, act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the said Obligor or by any such matter or thing, whatsoever which under the law relating to sureties would, not for this provision, have effect of so relieving us.
6. This bank guarantee will not be discharged due to the change in the constitution of the bank or the Obligor.
7. This bank guarantee will remain operative not only for the entire period of the contract and the extended period, if any, but also for a minimum period of one year even after completion/termination of the contract or till Beneficiary certifies that the terms & condition of the said agreement have been fully and properly carried out by the said Obligor so as to satisfy the claims of the Beneficiary against the Obligor if any for the contract to which the guarantee relates.
8. We (indicate the name of the bank)_____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Beneficiary in writing.
9. This branch (Guarantee Issuing branch) is competent to issue this guarantee and is also empowered to encash the claim of the Beneficiary

without reference to or prior approval of higher level or higher officer (s) of the Bank.

10. Notwithstanding anything herein contained, the Bank's liability under this guarantee shall be limited to Rs.....(Rupees..... only) and stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand is made upon the bank in writing on or before (date) (with claim period of 6 months) and all your rights under the said guarantee shall be forfeited and the Bank shall be deemed to be relieved and discharged from all liabilities thereunder.

Place:

Dated the _____ day of _____ for _____

Signature of Bank official

(indicate the name of the bank)

Seal of the Bank

ANNEXURE III**CONSENT LETTER (FROM OWNERS OF HIRED Vehicles)**

"I / We----- being the proprietor / partner/ Karta HUF / director of ----- (proprietorship / partnership firm/HUF/company) being the owner of the vehicle(s) as per details given below desires to hire out the following Vehicle(s) to M/s _____ who is bidding for the _____ floated by CWC.

| Sl.No. | Vehicle | Nos. | Registration No, Make and Year of Manufacturing |
|--------|---------|------|---|
| | | | |
| | | | |
| | | | |

1. The vehicle(s) mentioned above shall be hired out by us to M/s. _____(Bidder) for the entire duration of the contract, (contract period of years, extended period of year and obligatory period of months) starting from the date of commencement of the contract, (if awarded by CWC to the party).
2. We have no objection to the equipment / vehicles being utilized for transportation activities in at CWC - CFS Whitefield as per instructions of CWC.
3. I / We hereby agree and undertake that the vehicle(s) as offered above will not be withdrawn for the duration as indicated above.

Date
Signature

Name of authorized signatory
Seal of the firm

ANNEXURE – IV

**FORMAT OF SOLVENCY CERTIFICATE FROM A
SCHEDULED / NATIONALISED BANK**

This is to certify that to the best of our knowledge and Information that M/s._____ having office/Registered Office at_____, a customer of our bank are/is respectable and can be treated as good/solvent for any engagement up to a limit of Rs._____ (Rupees_____).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

NOTE:

1. Banker's certificates should be on letter head of the Bank, addressed to quoting (BIDDER) authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

ANNEXURE-V**PRINCIPLES OF THE MEMORANDUM OF UNDERSTANDING TO BE EXECUTED BETWEEN THE MEMBER ENTITIES OF A BIDDING CONSORTIUM**

The principles based on which the Memorandum of Understanding (MOU) shall be executed between/among the Member Entities of a Bidding Consortium, are stated below:

1. The MOU should clearly specify the roles and responsibilities of each of the Member Entities. It is expected that the individual members have role definitions not conflicting with that of the other members of the consortium. The operational responsibility should be assigned to only one of the Member Entities.
2. The MOU should clearly designate one of the Member Entities as the Lead Member.
3. The Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc. of the Member Entities.
4. The MOU should be duly signed by each of the Member Entities.
5. The MOU should be executed on a stamp paper of appropriate value.
6. The MOU should be specific to the work specified in the quote.
7. The MOU shall provide that each of the member entities shall be a party to the agreement with CWC and shall be jointly and severally responsible and liable to fulfill all the obligations to be assumed by the Bidder under the agreement with the CWC at all times during the period of the validity of the agreement.
8. The MOU shall provide that no Member Entities shall withdraw from the agreement with CWC without the prior written approval of CWC, which CWC may refuse if in CWC's opinion such withdrawal will be prejudicial to the interest of CWC.
9. (a) The MOU shall provide that if the Member Entities desire to establish a Special Purpose Vehicle (SPV) to implement the agreement with CWC, Special Purpose Vehicle shall not undertake any other activity without the prior approval of CWC; (b) the Lead member shall hold minimum of 40% of the voting shares in the Special Purpose Vehicle and out of the balance at least 20% of the voting shares shall be held by other Member Entities and (c) notwithstanding the Special Purpose Vehicle, responsibilities, obligations and liabilities of member entities to CWC shall continue without any change.

ANNEXURE-VI**FORMAT OF THE LETTER OF COMMITMENT**

(The Letters of Commitment shall be submitted by each of the Member Entities of the Bidding Consortium whose strengths are to be considered for evaluation)

Date:

Place:

The Regional Manager,
Central Warehousing Corporation,
Regional Office,
No.09, Mission Road,

Bangalore – 560 027.

Dear Sir,

Sub: Quote for appointment of regular contractor at CFS, Whitefield for Road Transportation of EXIM containers/ between CFS, Whitefield and Port/Container Terminals/CFSs at Chennai (i.e. HOM/TNPM/ LNTKICT and upcoming if any) – reg.

This has reference to the Proposal being submitted by _____ (name of the Lead Member), in response to the quote document downloaded by us on _____ / issued by the Central Warehousing Corporation on _____.

We hereby confirm the following:

1. We _____ (name of the Member Entity), have examined in detail and have understood and satisfied ourselves regarding the contents including the following:
 - The “Quote Document” issued by CWC
 - All subsequent communications between CWC and the Bidding Consortium represented by _____ (name of the Lead Member);
 - The MOU signed between/among _____(name(s) of member entities; and
 - The quote being submitted by _____ (name of the Lead Member).

2. We have satisfied ourselves regarding our role as _____ (here give a brief description of the role) in the work as specified in the Proposal. If _____ (name of the Bidding Consortium) is awarded the work we shall perform our role as outlined in the Proposal to the best of our abilities.
3. The nature of our legal relationship with the Member Entities of the Bidding Consortium is specified in the Proposal, as per the requirements stated in the RFP.
4. We shall be jointly and severally liable and responsible for the due and faithful performance of all obligations under the Agreement with CWC.
5. We therefore request CWC to consider our strengths, our experience, and our track record as specified in the proposal pursuant to the conditions specified in the RFP, for the purposes of evaluation of the Proposal.

Signature
Name of Authorized Signatory
Seal of the Bidder

ANNEXURE: VII**INCIDENTAL WORKS**

General duties may also have to be performed by the contractor for which no separate payment will be made.

| S. No. | Activity – Container transportation |
|--------|---|
| 1 | Transportation of containers in the manner required by CWC/Customs/RPF/CISF/Security officials whenever a joint check is warranted due to defective seals, damage to containers, etc. |
| 2 | Providing periodical information and statements about container transportation in formats specified by CWC. |
| 3 | Providing timely information about container transportation through means or equipment specified by CWC. |
| 4 | Any exit or entry formalities at Gateway Port or any other related formalities at Gateway Ports connected with movement of containers to and from the ports. |
| 5 | Carrying documents with containers and handing/taking over such documents under acknowledgement from concerned officials. |

ANNEXURE-VIII**CHECK POINTS FOR PREPARATION OF BIDS BY THE BIDDER****(Denote YES/ NO/ Not applicable)**

| | | | |
|----|---|--|--|
| 1. | <p>(a) Whether copy of Partnership deed and GPA duly signed by all the partners attached in case Bidder is a partnership firm; or</p> <p>(b) Copy of Certificate of Incorporation, Memorandum of Association and Articles of Association attached in case Bidder is a Company along with resolution of the company for authorizing the Director / authorized signatory and if Director / authorized signatory further authorizes any other person, copy of authority letter / power of authority to sign the document also to be attached; or</p> <p>(c) Copy of Registration Certificate in case of Co-operative Society / LLP and copy of authority Letter / power of attorney as may be applicable attached.</p> | | |
| 2. | Whether copy of audited balance sheet and statement of Profit & Loss as the case may be, for preceding three financial years as per eligibility criteria attached. (Where the Bidder is not under legal obligation to get his Accounts audited, he can submit a Certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit After Tax for preceding three financial years) | | |
| 3. | Whether certificate of solvency of Rs..... from a bank as per required format attached. (Annex.V) | | |
| 4. | Whether copy of valid service tax registration certificate from the concerned authority attached. | | |
| 5. | Whether copy of PAN Card attached | | |
| 6. | Whether proof of EMD attached. | | |

| | | | |
|-----|--|--|--|
| 7. | Whether Profile of the company/ firm/organisation stating clearly the field, no of employees, network has been signed and attached. (Annex.X) | | |
| 8. | Whether copy of duly filled and signed scanned copies of Annexures III, IV, VI & X | | |
| 9. | Proof of ownership of the owned vehicles and consent letter from the owner of hired/leased vehicles attached. | | |
| 10. | Whether experience certificate as per eligibility criteria attached. | | |

Note:

1. BIDDER should attach the copies of all the required documents along with the technical bid.
2. Submission of false, dubious, forged or tampered documents by the Bidder shall lead to the disqualification of the quote and action as deemed fit (including forfeiture of EMD) by the Corporation shall be taken against such erring Bidder.
3. In case, the documents as required above are not submitted along with a technical bid, the quote shall be summarily rejected.

ANNEXURE-IX**DETAILS OF ESTIMATED ANNUAL VOLUME OF TRANSPORTATION OF EXIM CONTAINERS BY ROAD BETWEEN CFS, WHITEFIELD TO GATEWAY PORTS/DESTINATIONS OR VICE VERSA**

| Activity code | Activity description | Type of cont | Wt. Slab | 14-15 | 15-16 | 16-17 Up to Nov'16 |
|----------------------|--|---------------------|---------------------------------|--------------|--------------|-----------------------------------|
| T1 | Road Transportation of Import loaded ISO containers from Chennai areas including HOM/TNPM/LNTKICT at Chennai to CFS, Whitefield-Bangalore. <u>IMPORT</u> | 20' | Up to 9MT | 41 | 103 | 9 |
| | | | Above 9 & up to 15MT | 48 | 55 | 16 |
| | | | Above 15 & up to 21MT | 4 | 10 | 1 |
| | | | Above 21MT Every Addl.MT | 15 | 39 | 26 |
| | | 40' | Up to 12MT | 533 | 608 | 377 |
| | | | Above 12 & up to 18MT | 90 | 69 | 11 |
| | | | Above 18 & up to 21MT | 31 | 29 | 7 |
| | | | Above 21 MT every Addl.MT | 50 | 5 | 0 |
| T2 | Road Transportation of Export loaded ISO containers from CFS, Whitefield-Bangalore to Chennai areas including HOM/TNPM/LNTKICT/CFSs at Chennai. | 20' | Up to 9MT | 1090 | 1034 | 879 |
| | | | Above 9 & up to 15MT | 1191 | 946 | 370 |
| | | | Above 15 & up to 21MT | 207 | 157 | 115 |
| | | | Above 21MT Every Addl.MT | 491 | 601 | 342 |
| | | 40' | Up to 12MT | 724 | 866 | 795 |
| | | | Above 12 & up to 18MT | 503 | 564 | 321 |

| | | | | | |
|--|----------------------|---------------------------|-----|-----|-----|
| | <u>EXPORT</u> | Above 18 & up to 21MT | 225 | 362 | 167 |
| | | Above 21 MT every Addl.MT | 382 | 336 | 105 |

Road Transportation of Empty containers from CFS, Bangalore to Chennai Ports or vice versa

| Activity code | Activity description | Type of cont | 14-15 | 15-16 | 16-17 Up to Nov'16 |
|---------------|---|--------------|-------|-------|-----------------------|
| ET1 | ROAD TRANSPORTATION OF EMPTY CONTAINERS BETWEEN CFS-WHITEFIELD & CHENNAI CFS ,ECY & BCY (I.E. HOM/TNPM/LNTKICT AND UPCOMING IF ANY) | 20' | 0 | 0 | 0 |
| | | 40' | 0 | 0 | 0 |

Note: For the items where no volume (zero) has been indicated in this statement, 5 Nos. will be taken into consideration against particular item for the purpose of evaluation of price bid and ascertaining the lowest bidder. Further, the items in which transactions are less than 5 Nos. but more than zero, for all such items also minimum 5 Nos. transactions will be considered against the particular item.

ANNEXURE-X

SELF-DECLARATION CUM UNDERTAKING

ON COMPANY LETTER HEAD

1. I/We confirm that none of our group concerns or affiliates etc. appears in the list of companies banned by CWC or any Govt. Deptt. or PSU's nor any of our Director/Partner/Proprietor are involved with such company.
2. I/we confirm that other than the respondents, none of our group concerns or affiliates etc. are participating in the EOI directly or indirectly through any other agency under the same proprietor/common partner(s)/common Director(s).
3. CWC may reject the EOI or in case the contract has been awarded then terminate the contract apart from taking any other suitable action under the contract or legal provision, if it is found at any point of time that any statement made by respondent in the undertaking is false/fraudulent or any document submitted by the respondent is fake or forged or if CWC determines in a sole discretion that any statement was aimed at deliberately misleading CWC with a view to ensure empanelment against this EOI.

Signature
Name of Authorized Signatory
Seal of the Bidder

**THE FOLLOWING
DOCUMENT
IS FOR INFORMATION
AND GUIDANCE
ON REVERSE E-AUCTION
TO BE TAKEN PLACE
AT A LATER STAGE**



Central Warehousing Corporation
(A Government of India Undertaking)
Regional Office, Bangalore

**Reverse****E-Auction****no.....****Dated:.....****Sub.:- Reverse E-Auction of**

Central Warehousing Corporation, Regional Office, Bangalore proposes to take transportation services through Online Reverse Auction subject to terms and conditions annexed here to and as per schedule of program given below:

Schedule of Programme :

| | |
|---|--|
| Period of availability of application of e-auction Website. | From 1100 Hrs on to 1500Hrs on |
| Last date for submission for cost e-auction processing fee | Up to 1500 Hrs E- Auction processing fees in the form of E-Payment of Rs. 2,000/- plus applicable service tax in favour of KSEDC LTD. |
| On-Line Auction Date & Time | From 1500 hrs on2016 to 1400 hrs on2016 |

Online Reverse Auction Platform and Support Services Provided By:

Karnataka State Electronics Development Corporation Ltd. 2nd floor TTMC 'A' Block, BMTc Shanthi Nagar, K.H.Road, Bangalore 560027. PH: 91-80-22272203, 22225645.

E-mail: twhelpdesk618@gmail.com; mailto:twhelpdesk447@gmail.com;

Website: www.tenderwizard.com/CWC

Karnataka State Electronics Development Corporation Ltd. is an e-commerce service provider for CWC, to obtain rates online through its portal www.tenderwizard.com/CWC. The Sale & Purchase are made directly by the Seller & Buyer/s (Bidder/s).

Note:-

1. E-Auction processing fees of Rs.2,000/- plus applicable service tax to M/s KSEDC Ltd Bangalore by way of e-Payment / NEFT / RTGS by using Credit Card, Debit Card and internet banking and proof to be submitted /

uploaded. Bidder will be pay at the time of auction request –Payment is non-refundable.

2. Contact Details:-

| | |
|---|---|
| Karnataka State Electronics Development Corporation Ltd. | Central Warehousing Corporation |
| Mr. Dhanraj , 9686115308 | Regional Manager, CWC, RO, Bangalore |
| Mr. Janardhan, 9686196767 | Ph: 080 22487765, 2223 3111 |
| Email: twhelpdesk618@gmail.com | Email: rmbldr@cewacor.nic.in |
| | Shri J. Navukkarasu, Manager, CFS, Whitefield, Bengaluru 9945167627 |
| Email: twhelpdesk447@gmail.com | 080-41750721 |
| Website: www.tenderwizard.com/CWC | Email: cwcwfdcfs@gmail.com |

Purchaser: Purchaser referred to as Central Warehousing Corporation,

SERVICE PROVIDER / AUCTIONER: Karnataka State Electronics Development Corporation Ltd. (hereinafter referred to as “KEONICS”) is an e-commerce service provider appointed by the seller to facilitate e-auction by the seller. KEONICS will only facilitate online auction and are considered as third party not particularly interested in the transport services.

BIDDER : Any person - as an individual OR a proprietor OR a partner OR an authorized representative of any company OR firm empanelled by CWC in the first stage of EoI process and registered at KEONICS and who makes or places a bid for and **selling of transportation services** either in part or in full is considered as a bidder. Successful Bidder is that Bidder in whose name confirmation of **purchase order** is issued by the **purchaser**.

GENERAL TERMS & CONDITIONS

- i. Subject to the start price, if any, fixed by the **Purchaser** and subject to the terms and conditions set out herein, **purchase order** shall be made to the **LOWEST BIDDER**. The **Purchaser** does not undertake any responsibility to procure any permission/license etc.
- ii. **Purchaser** reserves the right to modify and amend the terms & conditions and announce the same at any time before the entire auction concludes. Announcements during the auction in the auction room on the website and changes made in the catalogue including start price, bid decrement, extension of time where received bids / no bids are received, and any other additional conditions OR correction in the catalogue and/or additions or deletions of **transportation services** being **purchased** are done with the consent and knowledge of the **Purchaser**, and it is binding on the bidder. Bidders are

advised in their own interest not to leave the auction room till the entire auction is closed.

- iii. Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the **reverse auction of transportation services** and the documents pertaining to it and is satisfied in all respects regarding services, condition and types of containers to be transported, taxes, levies and duties, and other extraneous factors. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments if any, prevailing at the time of Auction. **Purchaser**/ KEONICS will not entertain any complaints or objections once Bid is placed.
- iv. The lowest bidder does not get any right to demand acceptance of his offer. **Purchaser** reserves the right to accept/ reject/ cancel any bid, withdraw any portion of the Auction at any stage from Auction even after acceptance of bid by successful bidder without assigning any reason thereof. **Purchaser** shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.

In the event of any dispute as to last or lowest bid, the same shall be decided by the CWC. CWC may re-auction at its own discretion.
- v. In the event of failure on the part of the successful bidder to fulfil his contractual obligations, **Purchaser**/ KEONICS reserves the right to debar such bidder from participating in any future auction conducted by KEONICS on behalf of **Purchaser**.
- vi. Quality, quantity, size, measurement, number stated are approximate. **Transportation services** are **required** on the assumption that the bidders have inspected prior to the bidding and know that they are bidding for. No complain shall be entertained once bid is placed and **lowest** bid is accepted.
- vii. All bidders shall be deemed to have read and acquainted themselves with these conditions of **purchase** of services and agree to give their bids subject to the conditions that CWC shall not be responsible for any loss or liabilities of the bidders if the purchased **transportation services** could not be **utilised** due to circumstances beyond control of **Purchaser**.
- viii. The confirmation of the **lowest** bid shall be the sole discretion of the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore who does not bind himself to confirm the **lowest** bid and reserves to him the right to reject all or any of the bids without assigning any reason even.
- ix. Prospective bidders shall ensure the following process before participating in **reverse e-auction**.

- a. Bidders have to get themselves registered on the e-Auction portal i.e. www.tenderwizard.com/CWC
 - b. Shall have a valid class III Digital Signature Certificate (DSC) issued by any of the certifying authority.
 - c. The User ID issued by the online service provider will be activated permitting the bidder to enter into the website of the service provider for bidding.
 - d. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to any one and to safeguard its secrecy.
 - e. Bidders are advised to change the password immediately on receipt from the e-auctioning portal.
 - f. The detailed registration process including bidding manual is available on website www.tenderwizard.com/CWC.
 - g. If the bidder has already registered with the Tender Wizard and validity of registration has not expired, then such bidder does not require fresh registration.
 - h. Detailed Reverse Auction Documents may be downloaded from Auction Wizard and the Scanned Copy of Acceptance Form may be submitted online before last date and time for submission.
 - i. It may be noted that the scanned copies can be prepared in file format i.e. PDF and/or JPEG only. The Applicants can upload a single file of size of 5 MB only but can upload multiple files.
 - j. ADDENDUM TO THE AUCTION: Any Addendum to the Auction shall be uploaded only on the e-auction portal and CWC website.
- x. **Time Extension:** If any **lowest** bid (bid lower than the **lowest** at the point in time) is received within the **last five Minutes** of closing time, the time of auction will get automatically extended by **another five Minutes** and subsequently, if no further bid **lower** than the last quoted **lowest** bid is received within the said extended five Minutes, the auction will be automatically closed at the expiry of the extended Five Minutes.
- xi. **Training and Assistance Booth for the prospective Bidders:** For facilitating the prospective bidders, a Helpdesk has been set up at Central Warehousing Corporation, Regional Office, Bangalore. Prospective bidders can get the required training and information on e-auctioning process on working days during working hours.

- xii. Once the bid is placed, the bidder cannot **increase or withdraw** the bid for whatever reason. If done so, the EMD amount shall be forfeited.
- xiii. The bidders are required to quote lower than the start price. E-auction will start and end as per schedule mentioned in auction document. The bid for e-auction shall start with minimum one **decrement** below the start **purchase** rate. Minimum **decrement** of bid in e-auction for rate shall be an amount or multiple thereof which shall be **informed later**. The start price as mentioned in the document may not be treated as final price.
- xiv. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/representation will be entertained in this regard by the CWC/Service provider, hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

Note of caution for the Bidders: Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system / power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment for submitting their bids.

- xv. All bids placed by the bidder are legally valid bids and are to be considered as bids from the bidder(s) himself. Once the bid is placed, the bidders cannot **increase** or withdraw the bid for whatever reason. The lowest bid and the latest bid on the auction shall supersede all the previous bids of the bidder. The bidder with the lowest offer / bid does not get any right to demand acceptance of his bid.
- xvi. **VALIDITY:** The online **reverse** auction bidders will have to keep their bids valid till the confirmation of acceptance or non-acceptance of bids by Central Warehousing Corporation.
- xvii. **DEMO / MOCK AUCTION:** For bidders who have indicated non familiarity with reverse e-auction, training on a DEMO / MOCK AUCTION will be arranged with prior appointment. Only those bidders who have registered themselves for the auction by submitting the "**acceptance form**" can participate in this auction. No training will be given during the day of actual e-auction.
- xviii. **DISPUTE / ARBITRATION:** All disputes and differences arising out of this e-auction process or any way touching or concerning this e-auction process whatsoever the matter shall be refer to the sole arbitration of any person so appointed by the Managing Director, Central Warehousing Corporation, New Delhi. The award of such Arbitrator shall be final and binding on the participants / bidders to this e-auction process.

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 his duties as such employee of the Corporation, he had expressed views on all or any of the matter in dispute or

difference. The award of such arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred, or vacating his office or being unable to act for any reason, the Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award.

Provided further that any demand for arbitration in respect of any claim [s] of the contractors, 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.

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

The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defence statement.

The cost of arbitration shall be borne by parties as per the decision of the arbitrator. The arbitrator shall give separate award in respect of each dispute of difference referred to him. Subject as aforesaid the **Arbitration & Conciliation Act 1996** shall apply to the Arbitration proceedings under this clause.

xix. Determination of L-1bidder

- a) The final **lowest** rate quoted shall determine the L-1 bidder.
- b) The work will be awarded to the firm/company quoting the lowest rate in each slab in a particular stream/weight slab during online reverse auction. Accordingly, the L1 bidder will be decided stream wise and weight slab wise. Whosoever bids lowest in a particular weight slab and stream, the work of that particular weight slab and stream will be awarded to the said firm.

Note:

1. **In respect of 20 feet container cargo weighing 15 MT to 21 MT slab and above 21 MT rate per MT, L-1 will be determined by taking into consideration the lowest rates quoted in both the slabs.**
2. **In respect of 40 feet container cargo weighing 18 MT to 21 MT and above 21 MT rate per MT, L-1 will be determined by taking into consideration the lowest rates quoted in both the slabs.**

Format of Acceptance form to be submitted on Letterhead along with EMD.

Acceptance Form

To

General Manager (Project),
Central Warehousing Corporation,
Corporate Office
August Kranti Marg, Hauz-Khas
New Delhi.

I/We confirm having gone through the above-mentioned terms and conditions and I/We agree to take part in the Online Reverse Auction no _____ dated _____ for purchase of transport services as mentioned in the auction document .

Having inspected and satisfying the condition and type of the transport service requirement I/We also understand that I/We am are legally bound to sell the transport services at the Price at which I/We have placed the bid.

Name of the Person/Company_____

If Company.

Contact Person(s)_____

Designation _____

Address _____

Phone/Fax _____

E Mail _____

In the event of any above information being found in-correct/ in-complete the Participation shall be liable to cancellation by CENTRAL WAREHOUSING CORPORATION, at any time and I/We shall not be entitled to any claim for Refund arising from the same.

EMD Amount – Rs.

DD No.

Dated:

Bank/Branch:

Signature of Authorized Signatory with Name

Company Seal

Note: - All entries compulsory

**LAST
PAGE**