

E-Auction TENDER

NO CWC-CD/XII-E auction space/17-18

DT: 23.06.2017

Sub.:- e-Auction of warehousing space on dedicated basis.

Central Warehousing Corporation proposes to offer storage space (**As per Appendix-I**) on “dedicated warehouses basis” through Online Auction subject to terms and conditions annexed here to and as per schedule of program given below:

Schedule of Programme

Period of availability of e-auction documents on CWC Website.	FROM 3:00PM on 23.06.2017 TO 3:00PM on 12.07.2017
EMD Details	EMD as per Appendix-I for each compartment to be paid by way of e-Payment gateway. (EMD should be paid for the each compartment)
Last Date to receive EMD and Acceptance Form	3:00 PM on 23.06.2017 Up to 6:00 PM on 06.07.2017
Acceptance Form to be uploaded on the portal along with EMD Details.	3:00PM on 23.06.2017 to 6:00 PM on 06.07.2017
Venue of Inspection	As per Appendix-I
Inspection of Auction Dedicated warehousing Space (s)	23.06.2017 to 07.07.2017 (Except Sundays & Holidays) Time: 10 A.M to 4:00 P.M.
Submission for Cost e-auction processing fee	3:00PM on 23.06.2017 to 6:00 PM on 06.07.2017 e- Auction processing fees in the form of e-Payment of Rs. 575 taxes included - in favour of KSEDC LTD. Processing fee is payable on per compartment basis.
Cost of offer document	<u>Nil</u>
On-Line Auction Date & Time	11:00AM on 10.07.2017 to 6:00PM on 12.07.2017 for all lots

Online 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: twhelpdesk685@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 CWC & Buyer/s (Bidder/s).

Note:-

1. Unless Earnest Money Deposit (EMD) paid in advance, No one can enter the Auction process.
2. e-Auction processing fees of Rs. 500+applicable taxes/Bidder/compartiment will be pay at the time of auction request by way of e -Payment. The payment is non refundable.
3. EMD will be accepted ONLY till 06.07.2017 up to 6:00PM The EMD is to be paid by the way of e-payment.
4. Complete offer document is available on e-auction website of CWC, www.tenderwizard.com/CWC and Corrigendum, if any, shall only be available on above websites.

Contact Details:-

Karnataka State Electronics Development Corporation Ltd.	Central Warehousing Corporation
Mr. Shibu	General Manager (Commercial)
Mob:- 08800115946/011-49424365	Ph-011-41012345
Email: twhelpdesk685@gmail.com	email:gmcomm.cwhc@nic.in
Email: twhelpdesk447@gmail.com Website: www.tenderwizard.com/CWC	

CENTRAL WAREHOUSING CORPORATION: CWC

SERVICE PROVIDER / AUCTIONER: Karnataka State Electronics Development Corporation Ltd. (hereinafter referred to as “KEONICS”) is an e-commerce service provider appointed by CWC to facilitate e-auction by the CWC. KEONICS will only facilitate online auction and are considered as third party not particularly interested in the Dedicated warehousing Spaces being offered on behalf of CWC.

BIDDER : Any person - as an individual OR a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the earnest money deposit and registered at KEONICS and who makes or places a bid for and purchases the Dedicated warehousing Space either in part or in full is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacities separately i.e for each representation he should pay separate earnest money deposit. Successful Bidder is that Bidder in whose name confirmation of sale is issued by the CWC.

GENERAL TERMS & CONDITIONS

- i. Subject to the start price, if any, fixed by the CWC and subject to the terms and conditions set out herein, sale shall be made to the HIGHEST BIDDER on “**Dedicated Warehousing Basis**” CWC does not undertake any responsibility to procure any permission/license etc. in respect of the auction of Dedicated warehousing Space (s) offered for sale.
- ii. CWC 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 increment/decrement, extension of time for dedicated warehousing space where received bids / no bids are received, and any other additional conditions OR correction in the catalogue and/or additions or deletions of Dedicated warehousing Space(s) being offered for sale are being done with the consent and knowledge of the CWC, 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

Auction Dedicated warehousing Space (s) and the documents pertaining to it and is satisfied in all respects regarding quantity, condition of the Auction Dedicated warehousing Space (s), taxes 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. CWC/ KEONICS will not entertain any complaints or objections once Bid is placed.

- iv. CWC/ KEONICS does not give warranty or guarantee of the quality, quantity, measurement, condition of each individual Dedicated warehousing Space /s that form the auction and about its “End Use” or fitness for a particular purpose which is regulated as per **Appendix-II**.
- v. The highest bidder does not get any right to demand acceptance of his offer. CWC reserves the right to accept/ reject/ cancel any bid, withdraw any portion of the Auction of Dedicated warehousing Space (s) at any stage from Auction even after acceptance of bid by successful bidder without assigning any reason thereof. In the event of such rejection/ cancellation/ withdrawal, CWC, shall refund the value of Auction Dedicated warehousing Space(s), if paid for, to the successful bidder. CWC 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 highest bid, the same shall be decided by the CWC. CWC may re-auction at his own discretion.
- vi. Earnest Money Deposit (EMD) amount will not carry interest.
- vii. In the event of failure on the part of the successful bidder to fulfil his contractual obligations, CWC/ KEONICS reserves the right to debar such bidder from participating in any future auction conducted by KEONICS on behalf of CWC.
- viii. The Dedicated warehousing Space(s) are offered as per **Appendix-II**. Quality, quantity, size, measurement, number stated are approximate. Dedicated warehousing Space(s) are offered on the assumption that the bidders have inspected the warehouses as per **Appendix-I** prior to the bidding and know that they are bidding for. No complain shall be entertained after the warehousing space is once locked down and highest bid is accepted.

- ix. All bidders shall be deemed to have read and acquainted themselves with these conditions of sale 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 bid for Dedicated warehousing Space(s) could not be offered due to circumstances beyond control.
- x. If the bid is not accepted the Earnest Money will be refunded to the bidder without any interest.
- xi. The confirmation of the highest bid shall be the sole discretion of the Managing Director, Central Warehousing Corporation, who does not bind himself to confirm the highest bid and reserves to him the right to reject all or any of the bids without assigning any reason even.
- xii. Prospective bidders shall ensure the following process before participating in e-auction.
- a. Participants 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.
- xiii. **Time Extension:** If any market leading bid (bid higher than the highest at the point in time) is received within the last five Minutes of closing time, the time of auction sale will get automatically extended by another five Minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended five Minutes, the auction sale will be automatically closed at the expiry of the extended Five Minutes.
- xiv. **Training and Assistance Booth for the prospective Bidders:** For facilitating the prospective bidders, a Helpdesk has been set up at Central Warehousing Corporation, Commercial Division, Hauz-Khas

New Delhi. Prospective bidders can get the required training and information on e-auctioning process on working days during working hours.

- xv. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
- xvi. The bidders are required to quote for the rate with reference to the dedicated warehousing Space (s) on e-auction over and above the start price mentioned in the Appendix-I. E-auction will start and end as per schedule mentioned in offer document. The bid for e-auction shall start with minimum one increment above the start sale rate. Minimum increment of bid in e-auction for rate shall be Re 1 per Sqm per month or multiple thereof. The start price as mentioned in the document may not be treated as final price.
- xvii. 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.

- xviii. All bids placed by the bidder are legally valid bids and are to be considered as bids from the bidders himself. Once the bid is placed, the bidders cannot reduce or withdraw the bid for whatever reason. If done so CWC will forfeit the EMD. The highest bid and the latest bid on the auction shall supersede all the previous bids of the bidder. The bidder with the highest offer / bid does not get any right to demand acceptance of his bid.
- xix. **VALIDITY:** The online auction bidders will have to keep their bids valid till the confirmation of acceptance or non-acceptance of bids by Central Warehousing Corporation.

- xx. **EMD FORFEITURES:** Penalty for non payment of SD will be forfeiture of EMD. The other provisions with regard to EMD/SD/storage charges will be dealt in accordance with **Appendix-II**.
- xxi. **DEMO / MOCK AUCTION:** For bidders who have indicated non familiarity with 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**” and **have paid the EMD** can participate in this auction. No training will be given during the day of actual e-auction.
- xxii. **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.

xxiii. Determination of H-1bidder

The final highest rate quoted per square meter per month shall determine the H-1 bidder for respective space.

TERMS OF E-AUCTION IN BRIEF

1. The bidders who wish to participate in online auction shall pay an EMD as per Appendix-I. EMD will be accepted only form e-payment gateway. The bidders should deposit total amount for the number of (compartment) bidders want to bid for.
2. The successful/highest bidder in e-Auction will have to pay Security Deposit (SD) amounting to three months storage charges in advance as interest free security deposit with CWC within 10 days from the date of issue of Letter of intent, failing which EMD will be forfeited. The SD shall be refunded at the time of vacation of godown after fulfilling all its liabilities. Bidders are advised to read **Appendix-II** for terms and conditions of dedicated warehousing.
3. The warehousing space will be offered on **“Dedicated Warehousing BASIS”**. Neither Auctioneer nor CWC is responsible for its quality, size, quantity, measurement, etc., of the warehouses. Warehouses are offered on the assumption that the bidders have inspected the Warehouses prior to the bidding and are in full knowledge of what they are buying.
4. Neither CWC nor KEONICS takes responsibility of the quality, quantity, documentation details of buyers. Both the buyers & CWC agree to defend, indemnify and hold harmless, KEONICS from any loss damage, cost and expenses caused by any reason during this transaction. In no event shall KEONICS be liable for any loss for the transactors by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that KEONICS has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations, etc. to be followed from time to time. Since, KEONICS does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law. KEONICS is only an e-commerce service provider, and is not and cannot be a party to or control in any manner any transactions between CWC and Bidder. KEONICS shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between CWC and Bidder.

5. KEONICS runs its business on the basis of a robust Website. However KEONICS is outsourcing server space from a third party hosting company and hence shall ensure the smooth running of the website in all good faith and intention. CWC/ KEONICS will not be held responsible for any failure of power, network, server, hosting server, internet connectivity, ISP or otherwise at Bidder's end or at CWC/ KEONICS directly or indirectly affecting online method of Bidding.
6. In the event of any dispute with regard to non-availability of inspected warehouses etc. and forfeiture of 'EMD', KEONICS will not be held responsible for the loss/forfeiture and purchaser shall keep KEONICS fully indemnified and harmless against any claim and proceedings.

PROCEDURE UNDER E-AUCTIONING

INSTRUCTIONS TO BIDDERS

(Note: Auction documents stand modified to the extent required as per these instructions).

DEFINITIONS

- a) **KSEDC:** A service provider to develop and customize the software and facilitate the process of e-auctioning on application service provider model.
- b) Auction Wizard: An e-auctioning portal of Central Warehousing Corporation ("CWC") introduced for the process of e-auctioning which can be accessed on www.tenderwizard.com/CWC.

Words in capital and not defined in this document shall have the same meaning as in the Auction document.

1. Registration of user and ACCESSING OF BID DOCUMENTS:

- i. It is mandatory for all the bidders to have class-III digital signature certificate (in the name of person who will sign the Application Form) from any of the licensed certifying agency ("**CA**") *Applicants can see the list of licensed CAs from the link www.cca.gov.in to participate in e-auctioning of DDA.
- ii. To participate in the auction, it is mandatory for the bidders to get registered with e-auctioning portal www.tenderwizard.com/CWC by making annual registration charges of INR 5000/-+applicable taxes. The detailed registration including vendor manual process is placed at **Appendix-III**.
- iii. Documents can be viewed/downloaded, free of cost, till period of availability of application on Tender Wizard. The amendments/clarifications to the Auction, if any, will be posted on the CWC website and e-auction portal
- iv. If the Applicant has already registered with the Tender Wizard and validity of registration has not expired, then such Applicant does not require fresh registration.

2. SUBMISSION OF ACCEPTANCE FORM AND EMD:

- a. Detailed Auction Documents may be downloaded from Auction Wizard and the Scanned Copy of Acceptance Form & EMD may be submitted online before last date and time for submission. A

Vendor manual containing the detailed guidelines for e-auctioning system is also available on Auction portal.

b. 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.

3) ADDENDUM TO THE AUCTION: Any Addendum to the Auction shall be uploaded only on the e-auction portal and CWC website.

4) Online bidding process : Once the bidder submitted acceptance and EMD form upon registration , the bidder to follows vendor manual for bidding instruction which is available at e-auction portal and at Appendix-III.

DISCLAIMER

Bidder must read all the instructions in the Auction document and submit the same accordingly.

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

Acceptance Form

To

General Manager (Commercial),

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 Forward Auction no _____ dated _____ for sale of Dedicated warehousing Space (s) mentioned in Appendix- I of CENTRAL WAREHOUSING CORPORATION on “Dedicated Warehousing Basis” and ‘NO COMPLAINT BASIS”.

Having inspected the dedicated warehousing Space(s) and satisfying the condition and type of the same I/We also understand that I/We am are legally bound to take the Dedicated warehousing Space(s) 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.

Transaction number and Transaction date:

Warehouse name and Compartment number

Signature of Authorized Signatory with Name

Company Seal

Note: - All entries compulsory

APPENDIX-I

	Godown No	Area of Compartment (in Square Mtr)	Start bid Price per Sq mtr. per month (in Rs)	EMD Compartment wise (in Rs)	Minimum duration of storage space
1	CW-Surajpur				
a	1A	1280	229	35174	One year
b	1B	1380	229	37922	One year
c	2A	1964	229	53971	One year
	MEZZANINE FLOOR				
d	2B	2523	229	69332	One year
	MEZZANINE FLOOR				
	MEZZANINE FLOOR				
	MEZZANINE FLOOR				
	MEZZANINE FLOOR				
e	3A	1408	229	38633	One year
f	3B	1408	229	38633	One year
g	4A	2067	229	56714	One year
h	4B	2239	229	61434	One year
i	GODOWN SCRAP YARD	196	229	5378	One year
2	CW-Dadri				
a	1A	870	190	19836	One year
b	1B	949	190	21637	One year
c	IIB	949	190	21637	One year
d	IIC	1186	190	27041	One year
e	IIIA	949	190	21637	One year
f	IIIB	1186	190	27041	One year
g	IIIC	1547	190	35272	One year
3	Lucknow-I				
a	2A	884	150	15912	One year
b	2B	884	150	15912	One year
c	3A	884	150	15912	One year
d	3B	884	150	15912	One year
e	3C	884	150	15912	One year
f	4B	884	150	15912	One year
g	4C	884	150	15912	One year
h	5A	884	150	15912	One year
i	5C	884	150	15912	One year
j	6A	678	150	12204	One year
4	CW-Mokama				
a	2A	948	121	13765	One year
b	2B	948	121	13765	One year
c	2C	892	121	12952	One year
5	CW-Kotputli				

a	IC	948	121	13765	One year
b	IIA	1394	121	20241	One year
c	IIB	1394	121	20241	One year
6	CW-Kushal Garh				
a	IA	948	160	18202	One year
b	IB	948	160	18202	One year

Note:

- 1 Earnest Money Deposit (EMD) of required amount (the number of compartment, warehouse wise bidders wants to apply) is to be paid by the interested parties. For example bidders wants to bid for 02 compartment i.e compartment no 1a and 2a in Central warehouse A and compartment no 1 in central warehouse B then EMD payable will be sum of all the respective EMD of compartment 1a and 2a of Central warehouse A and compartment no1 of central warehouse B.
- 2 Bidders to quote for covered space (compartment wise).
- 3 The duration of rate quoted by bidder will be for a minimum period of one year.
- 4 Service tax or any other tax levied by central govt in lieu of service tax will be payable extra as applicable.
- 5 The bidder has to quote on per Square meter per month basis for open space, which will decide the H-1 for respective space.
- 6 The bidder to increase bid by minimum of Re. 1/- per Square meter and in multiple thereof.