



**CENTRAL WAREHOUSING CORPORATION**  
(A GOVT. OF INDIA UNDERTAKING)



Tender Reference No:  
CWC/MIS-WMS/2017-18  
11<sup>th</sup> May 2017

Implementation of Warehouse Management  
Solution At  
Central Warehousing Corporation

*Volume II- General  
Instructions,  
Commercial and  
Bidding Terms*

Central Warehousing Corporation  
"Warehousing Bhawan" 4/1 Siri Institutional Area August  
Kranti Marg, Hauz Khas, New Delhi-110016  
Website: <http://www.cewacor.nic.in>

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### Tender Notification

Tender Inviting Authority	Central Warehousing Corporation
Name of the Project Work	Implementation of Warehouse Management Solution at CWC
Tender Reference No	CWC/MIS-WMS/2017-18
Place of availability of Tender Documents (RFPs)	Web site of CENTRAL WAREHOUSING CORPORATION: <a href="http://www.cewacor.nic.in">http://www.cewacor.nic.in</a> , <a href="http://tenderwizard.com/CWC">http://tenderwizard.com/CWC</a>
Place of uploading of response to Tender	<a href="http://tenderwizard.com/CWC">http://tenderwizard.com/CWC</a>
List of Tender documents (RFPs)	Volume – I : Functional, Technical and Non-Functional Requirements with Annexures  Volume – II: Bidding Terms and Conditions along with Annexures  Volume – III: Draft Agreement with Annexure
Cost of Tender Documents	Rupees Ten Thousand only (10,000/-)  To be paid Online through e-payment gateway on the e-procurement portal before last date and time of bid submission in CWC bank account given in EMD column below.
Tender processing fee	Rs.2300/- (Rupees Two Thousand and three hundred only)  To be paid Online through e-payment on the e-procurement portal.
Last date for purchase of RFP document	One day before last bid submission date up to 3.00 pm.
Earnest Money Deposit (EMD)	Rs. 25,00,000/-(Rupees Twenty five Lakh only)  To be paid To be paid Online through e-payment.  <b>Beneficiary Name:</b> Central Warehousing Corporation  <b>Bank Name:</b> Vijaya Bank, Hauz Khas , New Delhi  <b>SB Account No.</b> 601501011001058  <b>IFSC Code no.:</b> VIJB 0006015

Address to send Pre bid queries	GM(System) Central Warehousing Corporation, 4/1, Siri Institutional Area, Hauz Khas, New Delhi- 110006 Email: gmsystem@cewacor.nic.in
Nature of bid process	Two Stage bidding
Release of Request for Proposal	11-05-2017
Last Date for Submission of written questions by bidders	15-05-2017 (Only questions received in writing or email by Last Date for submission of questions by Bidders would be discussed during the pre-bid meeting )
Date of Pre- bid conference	17-05-2017at 11.30 AM
Place for Pre-bid meeting	Central Warehousing Corporation, 4/1, Siri Institutional Area, Hauz Khas, New Delhi- 110006
Last date and time for submission of bids	13-06-2017 at 3.00 PM
Opening of Technical bids	13-06-2017 at 3.30 PM
Opening of Commercial bids	To be informed later
Address for communication	GM(System) Central Warehousing Corporation, 4/1, Siri Institutional Area, Hauz Khas, New Delhi- 110006 Email: gmsystem@cewacor.nic.in

## 1 Introduction

The objective of this document is to solicit proposals from System Integrators (SIs) for Provision of IT infrastructure on cloud on subscription basis, Implementation & Support of the Warehouse Management Solution (WMS) as per the scope of work defined in volume 1 of this RFP.

## 2 RFP Structure

The content of this RFP has been documented as a set of three volumes explained below:

### A. Volume I: Functional, Technical and Non-Functional Requirements

Volume I of this RFP includes the functional, technical and operational requirements of the WMS solution in detail along with Annexures.

### B. Volume II: General Instructions, Commercial and Bidding Terms

Volume II of this RFP includes the details on technical and commercial criteria and their related forms, formats and guidelines along with Annexures.

### C. Volume III: Draft Master Services Agreement and Service Level Agreement

Volume III of this RFP includes the draft Master Services Agreement and Service Level Agreement to be signed between CENTRAL WAREHOUSING CORPORATION and System Integrator

This document is Volume II.

## 3 Bidding Process Details

Potential Bidders are referred to as “Bidders/SI” in this document.

### 3.1 General Instructions to Bidders

#### 3.1.1 Availability of the RFP Documents

1. The bidders can download the RFP document from the CWC websites mentioned in the tender notification table. In case if the bidder has downloaded the RFP document from the above mentioned websites then the RFP document fee either to be paid in the form of a demand draft or through e-payment of e-tendering portal along with proposal at the time of bid submission.
2. Proposals received without or with inadequate RFP Document fees shall be liable for rejection.

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.

### 3.1.2 Pre-Bid Conference

A Pre-Bid Conference will be held as per the date given in the Tender Notification Table. The representatives of the interested bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project. The bidder is requested to use the format provided in Form A.1 List of Participants for the Pre-Bid conference of this RFP for this purpose.

### 3.1.3 Bidder clarifications and CENTRAL WAREHOUSING CORPORATION'S Responses

All clarifications from the bidders relating to this RFP must be submitted in writing exclusively to the contact person before the last date for receipt of clarifications as specified in the Tender Notification Table in the format specified in **Form A.2: Request for Clarification**. CWC will respond to pre-bid queries of only those organizations/companies who have submitted the tender document fee before the pre-bid conference. CWC will not respond to any Clarifications received after the last date for receipt of clarifications as specified in the Tender Notification Table. The mode of delivering written questions would be through email. In no event will CENTRAL WAREHOUSING CORPORATION be responsible for ensuring that bidders' clarifications have been received by them. Telephone calls will not be accepted for clarifying the queries.

CENTRAL WAREHOUSING CORPORATION will endeavour to provide a complete, accurate, and timely response to all questions to all the bidders. However, CENTRAL WAREHOUSING CORPORATION makes no representation or warranty as to the completeness or accuracy of any response, nor does CWC undertake to answer all the queries that have been posed by the bidders and bidders shall not assume that their unanswered queries have been accepted by CENTRAL WAREHOUSING CORPORATION. All responses given by CENTRAL WAREHOUSING CORPORATION will be distributed to all the bidders. All email communications sent by bidders to CENTRAL WAREHOUSING CORPORATION must be sent to the email address provided in Tender Notification table.

### 3.1.4 Amendments to RFP

1. If CENTRAL WAREHOUSING CORPORATION deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue amendments to this RFP. Such amendments/corrigendum will be hosted in the websites mentioned under Tender notification table only. Any such amendments/corrigendum shall be deemed to be incorporated by this reference into this RFP.
2. At any time prior to the deadline (or as extended by CWC) for submission of bids, CENTRAL WAREHOUSING CORPORATION, for any reason, whether at its own initiative or



in response to clarifications requested by prospective bidder, CENTRAL WAREHOUSING CORPORATION may modify the RFP document by issuing amendments

3. In order to allow bidders a reasonable time to take the amendment(s)/corrigendum into account in preparing their bids, CENTRAL WAREHOUSING CORPORATION, at its discretion, may extend the deadline for the submission of bids.
4. CENTRAL WAREHOUSING CORPORATION does not take any responsibility for loss of communications through emails. The bidders are expected to watch the websites mentioned under Tender notification table for clarifications, amendments, modifications to the RFP.

### **3.1.5 Proposal Preparation Costs**

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by CENTRAL WAREHOUSING CORPORATION to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement provided in Volume III of this RFP) and all such activities related to the bid process. This RFP does not commit CENTRAL WAREHOUSING CORPORATION to award a contractor to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the agreement for implementation of the project.

### **3.1.6 CENTRAL WAREHOUSING CORPORATION's Right to terminate the Process**

1. CENTRAL WAREHOUSING CORPORATION reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by CENTRAL WAREHOUSING CORPORATION.
2. CENTRAL WAREHOUSING CORPORATION makes no commitments, express or implied, that this process will result in a business transaction with anyone.
3. This RFP does not constitute an offer by CENTRAL WAREHOUSING CORPORATION. The bidder's participation in this process may result in CENTRAL WAREHOUSING CORPORATION selecting the bidder to engage in further discussions and negotiations toward execution of an agreement. The commencement of such negotiations does not, however, signify a commitment by CENTRAL WAREHOUSING CORPORATION to execute an agreement or to continue negotiations. CENTRAL WAREHOUSING CORPORATION may terminate negotiations at any time without assigning any reason.

### **3.1.7 Acceptance of part / whole bid / modification – Rights there of**

CENTRAL WAREHOUSING CORPORATION reserves the right to accept or reject wholly or partly bid offer, or modify the technical specifications / quantities / requirements

mentioned in this RFP including addition / deletion of any of the item or part thereof after pre-bid, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. CENTRAL WAREHOUSING CORPORATION also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

### **3.1.8 Earnest Money Deposit (EMD)**

1. Bidders shall submit, along with their Bids, EMD (amount specified in the tender notification table), in the form specified in the tender notification table. Bid security in any other form will not be accepted.
2. The bid security is interest free.
3. The bid security, for the amount, of successful bidder would be returned upon submission of Performance Bank Guarantee (as mentioned under 'Payment terms & schedules'). The bid security of all unsuccessful bidders will be refunded by CENTRAL WAREHOUSING CORPORATION at the earliest post signing of agreement and submission of the Performance Bank Guarantee by the successful bidder.
4. The bid submitted without bid security, mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
5. The bid security may be forfeited:
  - o If a bidder withdraws its bid during the period of bid validity
  - o In case of a successful bidder, if the bidder fails to sign the agreement in accordance with terms and conditions

### **3.1.9 Authentication of Bids**

The bid shall be uploaded using digital signature certificate of the authorised signatory of the Bidder. A scanned copy of the letter of authorization (authorizing the authorized signatory to sign the bid documents) supported by a board resolution/ power-of-attorney (as the case may be) should be also be uploaded.

### **3.1.10 Interlineations in Bids**

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

### **3.1.11 Venue & Deadline for submission of proposals**

1. Proposals, in its complete form in all respects as specified in the RFP, must be submitted as specified in the Tender Notification Table.

2. Last Date & Time of submission: As given in the Tender Notification Table
3. CENTRAL WAREHOUSING CORPORATION may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum, in which case all rights and obligations of CENTRAL WAREHOUSING CORPORATION and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

### **3.1.12 Declaration for not Blacklisted**

The bidder shall furnish a declaration to the effect that he has not been blacklisted in any manner whatsoever by CENTRAL WAREHOUSING CORPORATION, any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organisation of Central or State Government as on Bid submission date.

## **3.2 Bid Submission Instructions**

Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. CENTRAL WAREHOUSING CORPORATION will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP.

Bidders shall furnish the required information on their Technical and Commercial proposals in the enclosed formats only.

### **3.2.1 Mode of Submission**

1. Submission of bids shall be in accordance with the instructions given in the Table below:

#### **E-tendering :**

- 1 This Bids being processed through e-tendering/ e-procurement system. The Bid documents are to be downloaded, filled & uploaded through e-tendering system of Corporation at the website [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC). *If any Bidder wishes to participate in the Corporation tenders, Bidder has to register their firm once with annual registration fee in our website [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) for online e-Tendering in consultation with our service provider M/s. K.S.E.D.C. Limited.*
- 2 Digital Signature: The Bidder shall require Class-III the Digital Signature/ Digital Security Certificate for participating in Corporation e-tendering process (for login, downloading & uploading of Bid documents or for submitting the e-Bid documents). Digital Signature can be obtained from any of the authorized agencies of CCA (Controller of Certifying Authorities). For this a separate processing fee would be payable to the authorized agency of CCA. However, if valid class-III Digital Certificate is available with the bidder, the same can be used.

- 3 The Bidder has to register (if not registered earlier) by clicking on the REGISTER ME link on the website [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) with a non-refundable registration fee of Rs. 5750/- (Rupees Five thousand seven hundred fifty only) including service tax, presently @15% to be paid online through E-payment/ NEFT mode after obtaining digital signature to participate in e-tendering/e-procurement system. For any assistance please contact Helpdesk.

The detailed procedure for the registration is as under:

- i) Go to the [url:-www.tenderwizard.in/CWC](http://www.tenderwizard.in/CWC)
  - ii) clicking on the REGISTER ME link
  - iii) In the Vendor Registration form, vendor has to fill up the applicant details, digital signature information.
  - iv) After making the requisite payments through e-payment towards registration fee the form is to be submitted.
  - v) The User-id and Password are generated in the form of Acknowledgement.
  - vi) The User-id and password would be Activated by M/S ***K.S.E.D.C Limited***, only after receipt of the e-payment towards the registration fee. Tender Processing Fee of Rs.2300/- (Rupees Two Thousand and three hundred only) [Non-refundable] for each tender is to be paid online before the date and time set for closing as per clause No.(9) of Section-I below. Those bidders who failed to submit the tender processing fee online to M/S KSEDC Limited their bid would not made available by the system and shall not be considered during the opening of the tender.
  - vii) **The e-tender processing fees & vendor registration fees have to be deposited through e-payment gateway of M/s KSEDC Ltd. only. Tender cost and EMD to be paid as stated in tender notification table. The proof of payment made towards the cost of tender & EMD has to be uploaded in the e-tendering site.**
  - viii) **The bidders must ensure that the payment towards Tender Processing fee, cost of the tender and EMD is paid before the date and time set for closing as per Clause No(10) of the NIT.**
- 4 All the bidders are requested to get themselves registered well in advance and no extra time will be considered for the delay in on-line Vendor Registration, if any. In case bidders wait till the last moment for uploading tenders, and if any technical problem is encountered at that time, the Bid closing time may elapse. The bidder must ensure that proof of payments made towards, Tender cost and EMD are uploaded on the e-tendering site in case payment not made by e-payment gateway of **M/s KSEDC Ltd** . The availability of these documents is a mandatory requirement during the opening of the bid. In case the bidder fails to

upload the relevant documents pertaining payments of EMD and Tender cost , the bid shall rejected and the bidder will be out of race.

4.5 **For any clarification regarding online participation and for any clarification about e-tendering procedures** are Mr. Shibu Yadvender- Mobile No. 08800115946 or Mr. Rakesh Jha -Mobile No. 09560095924 may be contacted.

5.0 The Bidder is also advised to keep visiting the websites as mentioned below for any notification from Corporation regarding the tender including corrigendum, addendum etc.

- i) [www.cewacor.nic.in](http://www.cewacor.nic.in)
- ii) [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC)
- iii) [www.eprocure.gov.in](http://www.eprocure.gov.in)

**The corrigendum, addendum shall only be on the above websites.**

6.0 **Terms for Micro & Small Enterprises :**

- (a) Tender document shall be provided free of cost to Micro & Small enterprises (MSEs).
- (b) MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit (EMD).
- (c) MSEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
  - (i) District Industries Centres
  - (ii) Khadi and Village Industries Commission
  - (iii) Khadi and Village Industries Board
  - (iv) Coir Board.
  - (v) National Small Industries Corporation
  - (vi) Directorate of Handicraft and Handloom
  - (vii) Any other body specified by Ministry of MSME.
- (d) The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should upload a attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- (e) The benefit as stated above to MSE, shall be available only for goods / services produced & provided by MSEs for which they are registered.
- (f) In case the MSE does not fulfil the criteria at Sr. No(c), (d) and (e) above, such offers will not be liable for consideration of benefits detailed in

MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.

(g) Participating MSEs quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 20 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). However, for procurement of services or supplies where quantity is not splittable or non-dividable, MSE quoting price within the price band or L1+15% may be awarded for full / complete supply of total tendered value.

7.0 The certificate of registration and competency certificate (for bidders registered with MSEs) is to be uploaded along with the e-tender before the date and time set for closing of bids.

8.0 There will be no concession available for the tender processing fee to be paid to M/s KSEDC Ltd as no tender can be uploaded without payment of tender processing fee. Once the bidder pays the tender processing fee to the Service Provider M/s KEONICS, they are able to upload his tender and other relevant documents.

9.0 The complete set of Bid Document can be downloaded by the Bidder through [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) only after registration as explained at Sl. No. 4.0 above

2. CENTRAL WAREHOUSING CORPORATION will not accept delivery of proposal in any manner other than that specified in this volume. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
3. Technical proposal should not contain any commercial information.
4. A board resolution/ power of attorney (as the case may be) authorizing the Bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP shall be included in the proposal.
5. If any bidder does not qualify in technical evaluation, the Commercial proposal shall not be considered.
6. **The proposals shall be valid for a period of six (6) months from the date of submission of the proposals.** A proposal valid for a shorter period shall be rejected as non-responsive. On completion of the validity period, CWC may request the Bidder(s) for an extension of the period of validity. The validity of the EMD as requested should also be suitably extended if called upon to do so by CWC. The request and the responses thereto shall be made in writing.
7. The bid documents shall be uploaded using digital signature certificate of the authorised signatory of the Bidder at the websites mentioned in the tender notification table.

### **3.2.2 Authenticity of the information and right of verification**

- i) CENTRAL WAREHOUSING CORPORATION reserves the right to verify all statements, information and documents submitted by the bidder in response to this RFP for the purpose of prequalification and Technical proposal. Any such verification or lack of such verification by CENTRAL WAREHOUSING CORPORATION shall not relieve the respondent of its obligations or liabilities hereunder nor will it affect any rights of CENTRAL WAREHOUSING CORPORATION there under.
- ii) In case it is found during the evaluation of the responses or at any time during the subsequent procurement process or before signing of the agreement or after its execution and during the period of project execution resulting out of the agreement thereof, that the bidder has made material misrepresentation or has given any materially incorrect or false information in the proposal, the bidder shall be disqualified forthwith if not yet awarded the agreement either by issue of the letter of intent or entering into a agreement. CENTRAL WAREHOUSING CORPORATION would initiate appropriate action against the selected bidder as per the laws of the land, if the agreement is already awarded.

### **3.2.3 Language of Proposals**

The proposal and all correspondence and documents shall be written in English. The bidder shall furnish certified translated documents, wherever the citations/documents attached as part of the bid are in language other than English

### **3.2.4 Conditions under which this RFP is issued**

- i) This RFP is not an offer and is issued with no commitment. CENTRAL WAREHOUSING CORPORATION reserves the right to withdraw the RFP and change or vary any part thereof at any stage. CENTRAL WAREHOUSING CORPORATION also reserves the right to disqualify any bidder should it be so necessary at any stage.
- ii) Timing and sequence of events resulting from this RFP shall ultimately be determined by CENTRAL WAREHOUSING CORPORATION.
- iii) No oral conversations or agreements with any official, agent, or employee of CENTRAL WAREHOUSING CORPORATION shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of CENTRAL WAREHOUSING CORPORATION shall not be valid. Oral communications by CENTRAL WAREHOUSING CORPORATION to bidders shall not be considered binding on CENTRAL WAREHOUSING CORPORATION, nor shall any written materials provided by any person in CENTRAL WAREHOUSING CORPORATION other than the person specified in the tender notification table.
- iv) Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against CENTRAL WAREHOUSING CORPORATION or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures

(other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

- v) All bidders, until the agreement is awarded and the successful bidder, up to one year post signing of the agreement, shall not, directly or indirectly, solicit any serving employee of CENTRAL WAREHOUSING CORPORATION to leave CENTRAL WAREHOUSING CORPORATION or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in concert with the bidder, without prior written approval of CENTRAL WAREHOUSING CORPORATION.

### **3.2.5 Rights to the Content of the Proposal**

All proposals and accompanying documentation of the Technical proposal will become the property of CENTRAL WAREHOUSING CORPORATION and will not be returned after opening of the Technical proposals. The Commercial proposals that are not opened will be returned to the bidders. CENTRAL WAREHOUSING CORPORATION is not restricted in its rights to use or disclose any or all of the information contained in the proposal to experts/ consultants engaged in the evaluation of bid responses and can do so without compensation to the bidders. CENTRAL WAREHOUSING CORPORATION shall not be bound by any language used by the bidder in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

### **3.2.6 Modification and Withdrawal of Proposals**

- a. No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. CENTRAL WAREHOUSING CORPORATION would forfeit the Entire bid security, if a bidder withdraws their bid during the validity period.
- b. If the bidders intend to submit a revised proposal after submitting a copy of the proposal response and before the expiry of the last date and time for the submission of the proposal, the bidder shall upload to the location mentioned in tender notification table. In such case the most recent uploaded proposal will be considered for the evaluation and all the earlier revisions fully or partly will not be considered for evaluation.
- c. In case the bidder submits the revised proposal, the revised proposal shall strictly comply with all the terms and conditions of this RFP.
- d. Modifications of any nature to proposal will not be allowed after the deadline for proposal submission
- e. The bidder is allowed to withdraw their submitted proposal any time prior to the last date prescribed for the receipt of bids, by giving a written notice to CENTRAL WAREHOUSING CORPORATION to that effect.

### **3.2.7 Acknowledgement of Understanding of Terms**

- a. By submitting a proposal, the bidder shall be deemed to acknowledge that the bidder has carefully read all sections of this RFP, including all forms, schedules, Annexures and Appendices hereto, and has fully informed itself as to all the conditions and limitations.



- b. By submitting a proposal in response to this RFP, the bidder shall be deemed to acknowledge that he is in agreement with the terms and conditions of the RFP and the procedures adopted for bidding & evaluation of the responses of the bidders.

### **3.2.8 Entire Documents**

- 1.** Entire Request for Proposal - The following constitute the entire Request For Proposal by CENTRAL WAREHOUSING CORPORATION
  - a. The three volumes of the RFP supplied by CENTRAL WAREHOUSING CORPORATION
  - b. The additional conditions if any, supplied by CENTRAL WAREHOUSING CORPORATION on or before the last date for the submission of the responses by the bidder
  - c. The clarifications provided by CENTRAL WAREHOUSING CORPORATION during the pre-bid phase or before the last date for the submission of the responses by the bidder.
  - d. Minutes of the meeting of pre-bid meeting circulated/published to the bidders by CENTRAL WAREHOUSING CORPORATION
  - e. Amendments/ Addendum/ Corrigendum issued by CENTRAL WAREHOUSING CORPORATION on or before the last date for the submission of the responses by the bidder
  - f. Any official communication through email/fax/post/publishing by CENTRAL WAREHOUSING CORPORATION sent to all the bidders during the bidding period or before the last date for submission of the response by the bidder.
- 2.** Entire proposal by the bidder – the following constitute the entire proposal by the bidder
  - a. The response by the bidder.
  - b. The presentation material submitted by the bidder during the bidder presentation sessions and the minutes of the meeting if applicable.
  - c. The clarifications provided by the bidder as a part of the proposal against any queries/requests by CENTRAL WAREHOUSING CORPORATION.
- 3.** Mode of Communication
  - a. No oral communication by the either party will be recognized as the official communication or a commitment. The only permitted mode of communication by the either party will be through email/fax/post.
  - b. Any communication sent through email by either party should be through the email id of the respective authorized persons and only those communications will be considered as commitments.

### 3.2.9 Non-Responsive Proposals

A proposal may be construed as a non-responsive proposal and ineligible for consideration:

1. If it does not comply with the terms & conditions , requirements of this RFP, failure to comply with the technical requirements, and acknowledgment of receipt of amendments
2. If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFP for prequalification, Technical and Commercial proposals or do not appear to address the particular requirements of the proposed solution, and any such bids may also be disqualified.
3. If the technical or commercial proposal of the bidder does not adhere to the scope define in Vol. I and timelines (although crashing is allowed) of this RFP, the bid shall be declared as non-responsive and will not be evaluated further.
4. The Corporation will scrutinize the bids received to see whether they meet the basic requirements as incorporated in the bid document. The bids which do not meet the basic requirements shall be treated as unresponsive and ignored. The following are grounds due to which a bid may be declared as unresponsive and to be ignored during the initial scrutiny:
  - (i) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed);
  - (ii) The bid is not legible;
  - (iii) Required EMD and cost of tender has not been received;
  - (iv) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
  - (v) The bidder has not quoted for all the items.
  - (vi) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.

### 3.2.10 Disqualification

The proposal submitted by the bidder is liable to be disqualified if one or more violations of the following conditions are violated.

1. Violation of the bid submission process
  - a. Prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
  - b. If it comes to CENTRAL WAREHOUSING CORPORATION's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding

up the processing of Bid then the bidders so involved are liable to be disqualified for this agreement

- c. If a bidder submits more than one bid
2. Non-compliance to the conditions of the bidding process
  - a. The required Cost of Tender Documents has not been paid as specified in the RFP
  - b. The required Tender processing fee has not been paid as specified in the RFP
  - c. The required EMD has not been paid as specified in the RFP
  - d. The Bid validity period is shorter than the required period
  - e. During validity of the Bid, or its extended period, if any, the bidder revises its quoted prices
  - f. Commercial Bids that are less than 30% of the average bid price (including all applicable taxes) will be disqualified. The average bid price is computed by adding Total Commercial bid including all applicable taxes of ALL the qualified bidders and dividing the same by the number of bidders.
  - g. One Time cost components (Section 7.3) of price quoted for this proposal should not exceed 65% of Total cost (One Time Cost +Recurring Cost) including taxes (Section 7.2).
3. Non responsive Content of the proposal
  - a. Information submitted in Technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the agreement including the extension period, if any
  - b. The deliverables as given in the Technical proposal should be in consonance with the Commercial proposal. Any deviations in the final deliverables between Technical and Commercial proposals shall make the Bid as being unresponsive and may lead to disqualification of the Bid
4. Inability to respond in accordance with the bidding guidelines
  - a. The successful bidder, invited to sign the agreement qualifies the letter of acceptance of the agreement with its own conditions
  - b. The successful bidder fails to deposit the Performance Bank Guarantee or fails to enter into an agreement within 30days of the date of issue of letter of intent or within such extended period, as may be specified by CENTRAL WAREHOUSING CORPORATION.
5. Fraudulent and corrupt practice
  - a. Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid

process defines, for the purposes of this provision, the terms set forth below as follows:

- b. “corrupt” practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in agreement execution; and
  - c. “fraudulent” practice means a misrepresentation of facts in order to influence a procurement process or the execution of a agreement to the detriment of the Purchaser, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition;
  - d. “Unfair trade” practices means supply of goods (computer hardware, software, printers, networking equipment, etc) different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by Purchaser
6. Consequences of disqualification
- a. If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this RFP.
  - b. If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder. No further correspondence from the bidder with CENTRAL WAREHOUSING CORPORATION will be entertained.
  - c. If the disqualification is for the reasons of fraudulent or corrupt practice, CENTRAL WAREHOUSING CORPORATION has the right to initiate actions to black list the bidder as per the provisions of the relevant acts/rules

### **3.2.11 Conflict of Interest**

There should not be actual or potential conflict of interest on the part of the SI or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with CENTRAL WAREHOUSING CORPORATION.

### **3.2.12 Insurance to be taken out by the Bidder**

The Bidder at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works/ Services and obligatory in terms of law to protect his interest and interest of CENTRAL WAREHOUSING CORPORATION. The responsibility to maintain adequate insurance coverage at all time shall be of the bidder alone. The Bidders failure in this regard shall not relieve him of any of his contractual responsibilities, obligations and liabilities.

### 3.3 Bid Opening and Evaluation Process

#### 3.3.1 Bid opening sessions

1. Total transparency will be observed while opening the proposals/bids.
2. CENTRAL WAREHOUSING CORPORATION reserves the rights at all times to postpone or cancel a scheduled bid opening.
3. The bids will be opened, in two sessions, one for Bid Security along with Technical proposal and one for Commercial proposals of those bidders whose Technical bids qualify, in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.
4. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for CENTRAL WAREHOUSING CORPORATION, the Bids shall be opened at the same time and location on the next working day. However if there is no representative of the bidder, CENTRAL WAREHOUSING CORPORATION shall go ahead and open the bid of the bidders.
5. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
6. The EMD will be opened first by CENTRAL WAREHOUSING CORPORATION for Technical bid evaluation, in the presence of bidders' representatives (only one per each bidder) who may choose to attend the session on the specified date, time and address. The Bid for which the requisite Bid Security has not been received by CENTRAL WAREHOUSING CORPORATION or whose Bid Security is not in order shall be rejected.

#### 3.3.2 Overall Evaluation Process

1. Proposals will be evaluated by a Committee of Officers (the "Committee") appointed by CENTRAL WAREHOUSING CORPORATION or their designated representative(s). CENTRAL WAREHOUSING CORPORATION or such other authority designated by CENTRAL WAREHOUSING CORPORATION as the case may be is also referred to herein as the Committee of Officers (or "Committee").
2. A two tiered evaluation procedure will be adopted for evaluation of proposals, with the technical evaluation to be completed before the Commercial proposals are opened and compared.
3. Commercial bids will be opened only for the bidders who qualify the Technical criterion.
4. CENTRAL WAREHOUSING CORPORATION will review the Technical bids of the bidders to determine whether the Technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. CENTRAL WAREHOUSING CORPORATION may seek inputs from their professional, external experts, external consultants in the Technical and Commercial evaluation process.

5. The Commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the Commercial bids are substantially responsive.
6. During evaluation, CWC can use any information provided by the Bidder anywhere in the Bid documents for evaluation of the technical & commercial bids.
7. CENTRAL WAREHOUSING CORPORATION may seek clarifications from the Bidder on the Technical & Commercial bid.
  - (i) CWC may seek any specific clarifications or missing document(s) to meet the tender requirement during the technical evaluation stage. Irrespective of date of issuance of such document, the document submitted under clarification should be complying with the tender conditions before last date of submission of bid.
  - (ii) If there are conditions attached to any financial proposal/bid, which shall have bearing on the total cost, the Financial Evaluation Committee shall reject any such proposal(s) as non-responsive. However, if the Committee feels it as necessary to seek clarification on any financial proposal(s) regarding taxes, duties or any such matter, CWC may invite response(s) in writing.

Only the bids which are not unresponsive shall be taken up for further evaluation.

#### Further evaluation of Stage: I Technical Bid

- (a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- (b) Corporation, if necessary, can ask the bidder for any specific clarification relating to qualifying document / condition or can seek missing document(s) within the specified time of 10 to 15 days. For this purpose, the procedure stated is to be followed and the specific clarification and missing document is required to be uploaded on the same portal as per the procedure prescribed therein.
- (c) Corporation can waive any minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- (d) The bidder has the option to respond or not to respond to these queries.
- (e) The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.
- (f) If the bidder fails to respond, within the stipulated time period or the clarification(s)/document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.

- (g) All the responses to the clarifications will be part of the Proposal of the respective bidder and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement.

Procedure to be followed for obtaining missing documents & specific clarification:

- i) An Icon for clarification shall appear on “Bid details” page (in front of each of the bidder’s name) at Corporation’s end after opening of Technical / Financial Bid.
  - ii) Corporation shall click on clarification icon for the desired bidder and enter the details of clarifications / missing documents sought within the prescribed time.
  - iii) After entering the details of clarification / missing document sought by the Corporation, same icon shall appear at Bidder’s end for replying to the particular clarification / missing document sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification / missing document sought by the Corporation.
  - iv) Bidder will click on clarification icon and will reply to the same and upload the required document (optional) in support of clarification sought and also submit missing document, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.
  - v) Once the prescribed time expires, clarification icon from bidder site shall also disappear automatically.
  - vi) After expiry of prescribed time, Corporation shall download the clarification / missing document submitted by the bidder.
8. In the overall evaluation process the L-1 bidder shall be appointed as System Integrator.
9. CENTRAL WAREHOUSING CORPORATION may seek clarifications from the Bidder on the Technical & Commercial bid.
- (iii) CWC may seek any specific clarifications or missing document(s) to meet the tender requirement during the technical evaluation stage. Irrespective of date of issuance of such document, the document submitted under clarification should be complying with the tender conditions before last date of submission of bid.
  - (iv) If there are conditions attached to any financial proposal/bid, which shall have bearing on the total cost, the Financial Evaluation Committee shall reject any such proposal(s) as non-responsive. However, if the Committee feels it as

necessary to seek clarification on any financial proposal(s) regarding taxes, duties or any such matter, CWC may invite response(s) in writing.

- (v) The Corporation will scrutinize the bids received to see whether they meet the basic requirements as incorporated in the bid document. The bids which do not meet the basic requirements shall be treated as unresponsive and ignored. The following are grounds due to which a bid may be declared as unresponsive and to be ignored during the initial scrutiny:
- (vii) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed);
  - (viii) The bid is not legible;
  - (ix) Required EMD and cost of tender has not been received;
  - (x) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
  - (xi) The bidder has not quoted for all the items.
  - (xii) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.

Only the bids which are not unresponsive shall be taken up for further evaluation.

Further evaluation of Stage: I Technical Bid

- (h) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- (i) Corporation, if necessary, can ask the bidder for any specific clarification relating to qualifying document / condition or can seek missing document(s) within the specified time of 10 to 15 days. For this purpose, the procedure stated is to be followed and the specific clarification and missing document is required to be uploaded on the same portal as per the procedure prescribed therein.
- (j) Corporation can waive any minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- (k) The bidder has the option to respond or not to respond to these queries.
- (l) The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.



- (m) If the bidder fails to respond, within the stipulated time period or the clarification(s)/document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- (n) All the responses to the clarifications will be part of the Proposal of the respective bidder and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement.

Procedure to be followed for obtaining missing documents & specific clarification:

- i) An Icon for clarification shall appear on “Bid details” page (in front of each of the bidder’s name) at Corporation’s end after opening of Technical / Financial Bid.
- ii) Corporation shall click on clarification icon for the desired bidder and enter the details of clarifications / missing documents sought within the prescribed time.
- iii) After entering the details of clarification / missing document sought by the Corporation, same icon shall appear at Bidder’s end for replying to the particular clarification / missing document sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification / missing document sought by the Corporation.
- iv) Bidder will click on clarification icon and will reply to the same and upload the required document (optional) in support of clarification sought and also submit missing document, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.
- v) Once the prescribed time expires, clarification icon from bidder site shall also disappear automatically.
- vi) After expiry of prescribed time, Corporation shall download the clarification / missing document submitted by the bidder.

## 4 Technical Proposal

### 4.1 Technical Process

1. Since the requirements of CENTRAL WAREHOUSING CORPORATION for implementing the CWC-WMS solutions are unique in terms of functional features, CENTRAL WAREHOUSING CORPORATION intends to consider only those bidders that have the capability and competency, in terms of technical strengths, experience and financial stability to address the requirements of CENTRAL WAREHOUSING CORPORATION to implement the CWC-WMS solution.
2. The bidders' Technical Proposal in the bid document is evaluated as per the requirements specified in the RFP and adopting the technical criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the technical criteria specified.
3. The bidders shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the bidder.
4. All the bidders will be communicated of the results of evaluation of the prequalification bids.
5. Technical proposal to include the covering letter as given at FORM C.1

### 4.2 Technical Criteria

#### General eligibility criteria

1. Bidders declared by CENTRAL WAREHOUSING CORPORATION to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
2. Bidders whose EMD was forfeited by CENTRAL WAREHOUSING CORPORATION at any occasion during last five years from the date of issue of RFP, shall not be qualified.
3. Consortium of companies is not eligible to bid.
4. The invitation for bids is open to all entities registered in India who fulfil technical criteria as specified below.

#	Criteria	Documentary proof to be submitted
<b>Bidder related</b>		
1.	The Bidder should be a company or LLP registered in India under the Companies Act, 1956 or later with a registered office and operations in India. The company should be operational in India for at least last five financial years as of 31st March 2016 as evidenced by the Certificate of Incorporation. <b>OR</b> The bidder should be a Public sector undertaking / statutory body	<b>For Company/ LLP</b> Certificate of Incorporation  <b>For PSU / statutory body</b> Any document establishing the date of incorporation / establishment
2.	The Bidder should not have been blacklisted by CENTRAL WAREHOUSING CORPORATION, any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organisation of Central or State Government as on Bid submission date.	Form B.2: Undertaking of not being black listed
3.	The Bidder should have a positive net worth in the last three financial years (FY 13-14, 14-15, & 15-16) as evidenced by the audited accounts of the company. Net worth is defined as sum of shareholders capital and Reserves & Surplus.	Form B.3 of the Pre-Qualification Response Formats
4A	The Bidder must have experience in implementation and/or maintenance of one software on warehousing operations or e-governance (Go-Live/ completed) of value INR 9 (Nine) crores or above during the last five years (from the date of publishing of the RFP). <b>OR</b>	Form B.4 of the Pre-Qualification Response Formats
4B	The Bidder must have experience in implementation and/or maintenance of two software on warehousing operations or e-governance (Go-Live/ completed) of value INR 6 (Six) crores or above during the last five years (from the date of publishing of the RFP). <b>OR</b>	Form B.4 of the Pre-Qualification Response Formats
4C	The Bidder must have experience in implementation and/or maintenance of three software on warehousing operations or e-governance (Go-Live/ completed) of value INR 5 (Five) crores or above during the last five years (from the date of publishing of the RFP).	Form B.4 of the Pre-Qualification Response Formats
5A	The proposed WMS product must have been successfully Go-Live/ completed in at least three different companies/organizations in India during the last five years (from the date of publishing of the RFP) <b>OR</b>	Form B.10 of the Pre-Qualification Response Formats
5B	The proposed WMS must have been successfully implemented in at least any one State Government or Central Government or any Public sector undertaking or a Corporation or any other Autonomous organisation of Central or State Government in India during the last five years (from the date of publishing of the RFP)	Form B.10 of the Pre-Qualification Response Formats

### Submission of Mandatory requirements

The bidder should submit all the mandatory documents listed below .If any of the mandatory documents are not in order, such Proposals are liable to be rejected without further evaluation.

- (i) Undertaking of Bidder being single legal entity (Form B.1)
- (ii) Submission of Undertaking on Non malicious code certificate by SI (Form B.6)
- (iii) Submission of Undertaking on firm pricing (Form B.7)
- (iv) Submission of Undertaking on Service Level Compliance (Form B.8)
- (v) Submission of undertaking on latest software delivery(Form B.9)
- (vi) Submission of integrity pact (Form B.11)
- (vii) Submission of source code & IPR protection of customised code of WMS(Form B.12)
- (viii) Validity of Bid (Form B.5)
- (ix) **Project Implementation Approach & Methodology + Solution**

This section should include the over view of the following:

- (a) Overall Solution & Application Architecture
- (b) IT infrastructure- Security and Integration
- (c) Detailed work plan & BCP Policy

### 4.3 Technical Proposal

The Technical proposal should be strictly in line with the tables & forms provided in this RFP. Bidders are required to use the following checklist for the Technical proposal.

Criteria	Form Number	Form Description	Compliance (Yes/No)	Page no (of bidder's proposal)
<b>Bid Formats</b>				
NA	A.3	Proposal covering letter along with board resolution/ power of attorney (as the case may be),in favour of authorised signatory.  The bid to be uploaded using Digital Signature of the Authorized Signatory		
NA	A.4	Earnest Money Deposit (BG Format)		
NA	C.1	<b>Technical proposal Covering letter</b>		

Criteria	Form Number	Form Description	Compliance (Yes/No)	Page no (of bidder's proposal)
<b>Pre-Qualification</b>				
1	NA	<b>For Company/ LLP</b> Certificate of Incorporation  <b>For PSU / statutory body</b> Any document establishing the date of incorporation / establishment		
2	B.2	Undertaking of not being black listed		
3	B.3	Financial Information of Bidder		
4A	B.4	Experience in implementation and/or maintenance of one software on warehousing operations e-governance		
4B	B.4	Experience in implementation and/or maintenance of two software on warehousing operations e-governance		
4C	B.4	Experience in implementation and/or maintenance of three software on warehousing operations e-governance		
5A & 5 B	B.10	Implementation Experience of WMS in India		
<b>Mandatory Requirements</b>				
i)	B.1	Undertaking of Bidder being single legal entity		
ii)	B.6	Non malicious code certificate		
iii)	B.7	Undertaking on firm pricing		
iv)	B.8	Undertaking on Service Level Compliance		
v)	B.9	Undertaking on latest software delivery		
vi)	B.11	Integrity pact		
vii)	B.12	Source code and IPR protection of customized WMS solution		
viii)	B.5	Validity of Bid		
ix)		<b>Project Implementation Approach &amp; Methodology + Solution</b>  This section should include the over view of the following:  1).Overall Solution & Application Architecture		

Criteria	Form Number	Form Description	Compliance (Yes/No)	Page no (of bidder's proposal)
		2).IT infrastructure- Security and Integration 3).Detailed work plan & BCP Policy		

## 5 Commercial Proposal

### 5.1 Commercial Proposal Guidelines

1. Commercial proposal to include the covering letter as given at FORM D.1
2. Unless explicitly indicated, the bidder must not include any technical information regarding the services in the Commercial proposal.
3. As part of the commercial proposal, the bidders shall mandatorily quote for all the components as mentioned in Volume I of the RFP. In order to meet scope of as per Vol. I and SLA, bidder may proposed additional item(s)/component(s) to WMS.
4. The Commercial proposal must be detailed and must cover each year of the project term. The Commercial proposal must be summarized by completing the pricing matrices which are contained in Annexure II of this RFP.
5. Commercials for all components should be valid and firm for the entire duration of the project. Any enhancement/addition/rollout/training/digitization/changes at any location of CWC not covered, shall be taken up as per unit rate of the items (as mentioned in the Commercial Proposal) during contract period.
6. Commercial Bids that are less than 30% of the average bid price (including all applicable taxes) will be disqualified. The average bid price is computed by adding Total Commercial bid including all applicable taxes of ALL the qualified bidders and dividing the same by the number of bidders.
7. One Time cost components (Section 7.3) of price quoted for this proposal should not exceed 65% of Total cost (One Time Cost +Recurring Cost) including taxes (Section 7.2).
8. During the proposal preparation the bidder shall review the IT infrastructure on cloud requirement commensurate with scope and SLA as stated in its technical bid, for implementation of the WMS Project. The Infrastructure on cloud proposed by the bidder must address the functional and technical requirements as stated in this RFP. The bidder shall be solely responsible for any financial implications on items not quoted in the proposal and which are required for implementation and operationalization of the Project.
9. CENTRAL WAREHOUSING CORPORATION reserves the right to procure the components/services listed in this RFP in whole or in part, as per requirement. The payment by CENTRAL WAREHOUSING CORPORATION to the SI shall be made only against

the actual services/ components availed/ deployed by CENTRAL WAREHOUSING CORPORATION. Also please refer clause 3.1.7.

10. The price mentioned in the letter of intent issued to SI shall be the only payment, payable by CENTRAL WAREHOUSING CORPORATION to the SI for completion of the obligations by the SI as per the letter of intent, subject to the terms of payment specified in the letter of intent issued to the SI.
11. Cost quoted for the WMS software must include all cost including the cost of procurement and installation according to CENTRAL WAREHOUSING CORPORATION Requirements and its maintenance for the entire project duration.
12. The subscription cost quoted for the IT infrastructure for implantation of WMS project on cloud must include installation and configuration according to CENTRAL WAREHOUSING CORPORATION requirements and its maintenance for the entire project duration.
13. The Bidders are advised not to indicate any separate discount. Discount, if any, must be merged with the quoted prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose of this RFP.
14. The bidder must quote the prices strictly in the manner as indicated in the RFP, failing which bid is liable for rejection. The rate/cost shall be entered in words as well as in figures.
15. The bidders are required to distinctly mention nature, percentage and amount of applicable taxes in appropriate columns.
16. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications. No adjustment of the commercial price (to be mentioned in the letter of intent) shall be made on account of any variations except for changes in rate of taxes , duties and levies. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
17. If any of the service component is priced as bundled within any of the other priced component submitted by the bidder, the bidder cannot un-bundle it and price it separately after the Commercial bids are opened or during the period of the agreement for implementation of the WMS .
18. The services provided towards change requests will be quoted as a blended per-person-month rate by the bidder.
19. Prices must be quoted entirely in Indian Rupees and must be inclusive of out of pocket expenses (including travel cost, boarding & lodging, DA, local conveyance etc.).
20. Correction of Error
  - a) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to CENTRAL WAREHOUSING CORPORATION. All corrections, if any, should be initialled by the person signing the proposal form before submission, failing which the figures for such items may not be considered.

- b) Arithmetic errors in proposals will be corrected as follows:
    - i. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
    - ii. In case of discrepancy between the cost quoted in the pricing summary sheet for a component and the total cost provided for the component in the detailed cost breakup sheet, the detailed cost breakup sheet for the component will be considered.
  - c) The amount stated in the Commercial proposal will be adjusted by CENTRAL WAREHOUSING CORPORATION in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Financial Proposal, its Proposal will be rejected and EMD of the bidder will be forfeited.
21. No adjustment of the price quoted in the Commercial proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the agreement. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the agreement.
  22. The bid amount shall be inclusive of packing, forwarding, transportation, insurance till Go Live, delivery charges and any other charges as applicable.
  23. All costs incurred due to delay of any sort solely attributable to the bidder, shall be borne by the Bidder.
  24. CENTRAL WAREHOUSING CORPORATION reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
  25. CENTRAL WAREHOUSING CORPORATION reserves the right to ask the Bidder to submit analysis of rate and data sheet for the rates quoted in the Commercial bid by the bidder
  26. If the price for any of the services is not explicitly quoted in the commercial bid or mentioned as zero, it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted, and CENTRAL WAREHOUSING CORPORATION has the right to source services for which no price was quoted or quoted as zero, at no additional price.
  27. The commercial bid should be provided in the order as per Annexure II of this RFP.
  28. Commercial bid of a bidder will be declared non-responsive if the bidder has proposed components in the price bid which are different from the solution as mentioned in the technical bid.



## 5.2 Opening of commercial bids

1. Only those bidders whose technical bids have been found substantially responsive would be intimated by CENTRAL WAREHOUSING CORPORATION about their responsiveness. The Commercial bids would then be opened in the presence of the bidders' representatives on a specified date and time to be intimated to the respective bidders.
2. The bidder names, the bid prices, the total amount of each bid and such other details as CENTRAL WAREHOUSING CORPORATION may consider appropriate, will be announced and recorded at the opening.

## 5.3 Evaluation of Commercial bids

1. The Commercial Bids of only the technically qualified bidders will be opened for evaluation.
2. Since the payments to the SI will be made over the project duration, the DCF method will be used to compare different payment terms so as to bring them to a common denomination for determining lowest bidder.
3. CENTRAL WAREHOUSING CORPORATION will evaluate the offers received by adopting Discounted Cash Flow (DCF) method with a discounting rate of 9%. DCF method would be used for evaluation of bids.
4. Net Present Value (NPV) method will be used for evaluation of the Commercial bid as per the "evaluation sheet" given at Annexure II. The Net Present Value of a project is equal to the sum of the present values of all the cash flows associated with it.
5. CENTRAL WAREHOUSING CORPORATION will evaluate the commercial bids by adopting Discounted Cash Flow (NPV) method.
6. Standard software for example 'Excel', or any other spreadsheet, which comes preloaded as part of a personal computer will be used for NPV analysis.

## 5.4 Commercial proposal forms

Refer to Annexure II of this volume for the Commercial proposal response forms

## 6 Overall Evaluation Methodology and Award Criteria

1. The tender shall be awarded on Lowest NPV Cost Basis i.e. lowest of Total **Z = (Sub-Total X) + (Sub-Total Y) of summary cost sheet of Annexure II of this volume.**
2. The bidder with the lowest cost will be issued letter of intent. Upon the successful bidder's furnishing of performance bank guarantee, CENTRAL WAREHOUSING CORPORATION will promptly notify each unsuccessful bidder and return their Bid Security.
3. CENTRAL WAREHOUSING CORPORATION reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for

CENTRAL WAREHOUSING CORPORATION's action.

4. In case of a tie where two or more bidders quote the same Commercial quote, the bidder with the higher net worth for FY 2015-16 will be declared the successful bidder.

## 6.1 Signing of Agreement

1. At the same time as CENTRAL WAREHOUSING CORPORATION notifies the successful bidder that its proposal has been accepted, CENTRAL WAREHOUSING CORPORATION shall enter into an agreement between CENTRAL WAREHOUSING CORPORATION and the successful bidder. The Model agreement (Draft agreement) is provided in RFP Volume III.
2. The successful bidder shall submit a fresh undertaking of not being blacklisted as on date of the signing of the agreement (As per FORM B.2).
3. CENTRAL WAREHOUSING CORPORATION shall have the right to annul the award in case there is a delay of more than 90 days in signing of agreement, for reasons attributable to the successful bidder.
4. During the period of the agreement, CENTRAL WAREHOUSING CORPORATION could buy any of those items which are not included in the agreement and which are part of the quoted price of the bidder. CENTRAL WAREHOUSING CORPORATION will have the right to buy those services at the same rate for which the bidder was selected as the successful bidder, as per requirement. The Price quote for all the services indicated in the quote will be valid for the complete period of agreement.
5. Once an agreement is signed with the successful bidder based on the Commercial proposal, no adjustment of the agreement price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the agreement.
6. The Agreement price arrived at, on the basis of selection of a price of the successful bidder, shall be the only payment, payable by CENTRAL WAREHOUSING CORPORATION to the bidder for completion of the contractual obligations by the successful bidder under the Agreement, subject to the terms of payment specified in this document. The price would be inclusive of all taxes as applicable. The payment shall be released as per the following:
  - i) Change in rate of tax: If there is any change in the rate of the taxes quoted by the Bidder, the payment will be made as per the rate applicable at the time of payment.
  - ii) Introduction of new tax: In case of introduction of any new tax, CWC shall pay the new tax (if applicable) to the Bidder as per the rate applicable at the time of payment.
  - iii) In case the Bidder has not quoted a tax (which is applicable to a component) in the price bid, CWC shall assume that the quoted price is inclusive of the applicable tax.

- iv) The bidder should clearly specify all types of taxes (including rate of tax) separately in their bid.

## 6.2 Failure to agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP within 90 days period shall constitute sufficient grounds for the annulment of the award, in which event CENTRAL WAREHOUSING CORPORATION may award the agreement to the next best value bidder or call for new proposals and invoke the PBG.

## 7 Payment Terms and Schedule

### 7.1 Performance Bank Guarantee

1. A Performance Bank Guarantee(PBG) of 10% of value of the agreement would be furnished by the bidder in the form of a non-revocable Bank Guarantee as per the format provided in this RFP from Nationalized Banks or scheduled bank. The PBG should be furnished within 15 days from the issuance of LOI and should be valid till the entire term of the agreement and for an **additional period of one year** after the completion of term of agreement including warranty obligations. Bid security would be refunded to the successful bidder on receipt of Performance Bank Guarantee.
2. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. If the project implementation/go-live is delayed, the PBG shall be extended by the bidder for such additional duration. The performance bank guarantee may be discharged/ returned by CENTRAL WAREHOUSING CORPORATION upon being satisfied that there has been due performance of the obligations of the bidder under the agreement. However, no interest shall be payable on the performance bank guarantee.
3. In the event of the bidder being unable to service the agreement for reason attributable to it, CENTRAL WAREHOUSING CORPORATION would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of CENTRAL WAREHOUSING CORPORATION under the agreement in the matter, the proceeds of the PBG shall be payable to CENTRAL WAREHOUSING CORPORATION as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the agreement. CENTRAL WAREHOUSING CORPORATION shall notify the bidder in writing of the exercise of its right to receive such compensation within 7 (Seven) days, indicating the contractual obligation(s) for which the bidder is in default.

### 7.2 Categorization of Cost

One time cost	
1	Software license
2	Customization
3	Integration with FCI DOS
4	Setup of IT infrastructure & deployment of application on cloud
5	Application Audit - pre go live

6	Awareness training for CO & ROs officials
7	Rollout
8	Additional items,if any
Recurring Cost	
1	IT infrastructure on cloud and DRaaS
2	AMC for Software
3	Helpdesk
4	Additional items,if any

### 7.3 Payment Schedule for One Time Cost

Milestone	Activity	Deliverables	Payment
M1	Requirements assessment & Design of the Solution I. Study, preparation of SRS and Design Documents, II. Solution Development/Configuration &Customization	Inception report, Detailed Project plan, SRS/, Solution Design Document, Training Plan, Test Plans / Scripts .	20% of One Time Cost
M2	Phase I UAT-2 Sign-off I. Data Digitization , Data Quality Review & Testing II. Testing solution for phase I & IT infra on Cloud III. UAT for phase I	Test result reports for unit testing, Integration testing, and User Acceptance Testing, Signed-off UAT document	15% of One Time Cost
M3	Phase I Go-Live I. Audit for Phase I solution II. Phase I stabilization	Go-Live sign-off document as per the criteria set for Go-Live (including audits &training)	15% of One Time Cost
M4	Phase II Go-Live I. Phase II - Rollout	Test result reports for unit testing, Integration testing, and User Acceptance Testing, Signed-off UAT document	20% of One Time Cost

Milestone	Activity	Deliverables	Payment
M5	Baseline SRS and stabilization I. Baseline SRS and stabilization	Go-Live sign-off document as per the criteria set for Go-Live (including audits & training)	30% of One Time Cost

#### 7.4 Payment Schedule for Recurring Cost

The payment for the Recurring Cost will be made on Quarterly basis. Below table indicates the Milestone payments for 1st Year of Recurring Cost. Similarly, the payments will be made for subsequent years of operations after deduction of penalty, if any.

Milestone	Activity	Deliverable	Payment
G1	End of 1st Quarter after Phase II Go-Live	SLA & helpdesk reports	25% of Cost for Year-1
G2	End of 2nd Quarter after Phase II Go-Live	SLA & helpdesk reports	25% of Cost for Year-1
G3	End of 3rd Quarter after Phase II Go-Live	SLA & helpdesk reports	25% of Cost for Year-1
G4	End of 4th Quarter after Phase II Go-Live	SLA & helpdesk reports	25% of Cost for Year-1

## 7.5 Payment Schedule for Rate Contract Items

<b>1</b>	Additional Resources Man-Day for changes in software	100% payment of the man month effort as per actual , post receipt of acceptance certificate from CWC
<b>2</b>	Additional Resources Man-Day for training/handholding of software	100% payment of the man month effort as per actual , post receipt of acceptance certificate from CWC
<b>3</b>	Additional Resources Man-Day for digitization	100% payment of the man month effort as per actual , post receipt of acceptance certificate from CWC
<b>4</b>	Rollout at each warehouse for 15 days	Receipt of successful rollout certificate from CWC

Note:

- The annual operations, support and maintenance payments would be made subject to meeting the service levels
- Pro-rata payments will be made wherever applicable
- Taxes as applicable from time to time as per the Income Tax Act will be deducted from the bills. In case the bidder is exempted from deduction of Income Tax, then he is required to produce a certificate from the Income Tax Authority indicating clearly that no tax at source be deducted from the bidder against the said agreement. Such a certificate shall have to be obtained at the commencement of each financial year.
- During the period of contract, CWC may purchase any item mentioned in the commercial format. For this procurement, CWC will issue a purchase/ work order to the SI. After the acceptance of the product/ service, the SI will submit the invoice and payment would be made as per the invoice. For any maintenance cost of the procured product/ service, the payment would be made along with the quarterly payment on pro rata basis.

**Form A.1: List of Participants for the Pre-Bid conference**

(Company letter head)

[Date]

To,  
General Manager (System)  
Central Warehousing Corporation  
Warehousing Bhawan, 4/1, Siri Institutional Area  
August Kranti Marg, Hauz Khas  
New Delhi 110016  
Sir,

**Sub: Request for permission to attend the Pre-bid conference – Implementation of CWC-WMS at CENTRAL WAREHOUSING CORPORATION.**

The following persons from our organization will attend the pre-bid conference with reference to the RFP document circulated by your organization, to implement the WMS solution at CENTRAL WAREHOUSING CORPORATION.

We request you to permit these people to attend the pre-bid conference at CENTRAL WAREHOUSING CORPORATION, as representatives of our organization.


Note: maximum 2 representatives per organization

All these people will carry proofs of their identity while attending the prebid conference

Yours faithfully,

Designated Contact Person  
Company name  
Designation  
Company Seal



**Form A.2: Request for Clarifications /pre-bid queries**

Bidders requiring specific points of clarification may communicate with CENTRAL WAREHOUSING CORPORATION during the specified period using the following format:

BIDDER'S REQUEST FOR CLARIFICATION / PRE BID QUERIES			
Name of Organization submitting request		Name & position of person submitting request	Full address of the Organization including phone, fax and email points of contact
			Tel:
			Fax:
			Email:
S. No	Bidding Document Reference(s)(section number/ page)	Content of RFP requiring Clarification	Points of clarification Required
1			
2			

**Form A.3: Proposal covering letter**

**[Cover Letter]**

[Date]

To,  
General Manager (System)  
Central Warehousing Corporation  
Warehousing Bhawan, 4/1, Siri Institutional Area  
August Kranti Marg, Hauz Khas  
New Delhi 110016

Dear Sir,

**Ref: RFP for Implementation of WMS**

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the implementation of WMS at CENTRAL WAREHOUSING CORPORATION.

We attach hereto the response as required by the RFP, which constitutes our proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to CENTRAL WAREHOUSING CORPORATION is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the corporation in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of SIX MONTHS from the date fixed for bid opening.

We hereby declare that in case the agreement is awarded to us, we shall submit the performance bank guarantee in the form prescribed in the Form E.1 of this volume.

We agree that CWC is not bound to accept any tender response that they may receive. We also agree that CWC reserves the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between CENTRAL WAREHOUSING CORPORATION and our organization.

	Primary Contact	Secondary Contact
<b>Name:</b>		
<b>Title:</b>		
<b>Company Name:</b>		
<b>Address:</b>		
<b>Phone:</b>		
<b>Mobile:</b>		
<b>Fax:</b>		
<b>E-mail:</b>		

We understand that it will be the responsibility of our organization to keep CENTRAL WAREHOUSING CORPORATION informed of any changes in this list of authorized persons and we fully understand that CENTRAL WAREHOUSING CORPORATION shall not be responsible for non receipt or non delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to CENTRAL WAREHOUSING CORPORATION.

Dated this      Day of      **2017**

To be uploaded using Digital Signature of the Authorized Signatory

**Note:** Authorized signatory should be an employee of the SI and should have been authorized vide a board resolution/ power of attorney (as the case may be), authorizing him/her to sign/execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP.

# Appendix B - Formats

**Form B.1: Undertaking of Bidder being single legal entity**

(To be submitted on the Letterhead of the Bidder)

(Place)

(Date)

To  
General Manager (System)  
Central Warehousing Corporation  
Warehousing Bhawan, 4/1, Siri Institutional Area  
August Kranti Marg, Hauz Khas  
New Delhi 110016

Dear Sir,

We confirm that we are bidding for this RFP as a single legal entity and not as a consortium of firms for all purposes during the entire duration of the project.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

To be uploaded using Digital Signature of the Authorized Signatory

**Form B.2: Undertaking of not being black listed**

(To be submitted on the Letterhead of the Bidder)

(Place)

(Date)

To

General Manager (System)

Central Warehousing Corporation

Warehousing Bhawan, 4/1, Siri Institutional Area

August Kranti Marg, Hauz Khas

New Delhi 110016

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by CENTRAL WAREHOUSING CORPORATION, any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organisation of Central or State Government as on Bid submission date.

To be uploaded using Digital Signature of the Authorized Signatory

**Form B.3: Financial Information of Bidder**

<b>Financial Information</b>			
	<<Insert FY>>	<<Insert FY>	<<Insert FY>>
Turnover(in INR crores)			
Net Worth (in INR crores)			

**Mandatory Supporting Documents:**

Audited financial statements for each of the three financial years as mentioned above (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.)

Note: Please provide the previous 3 years audited statements in case audited financial statement for the current year is not available.

**Form B.4: Experience in implementation and/or maintenance of software on warehousing operations or e-governance**

Experience in implementation and/or maintenance of software on warehousing operations or e-governance completed/ Go-Live in the last 5 financial years from the date of publishing of RFP
Client Information
Name of client
Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, e-mail id.
Project value in Crores #
Project Details
Brief description of the Project
Duration of engagement (with Start date and end-date/Go-Live date)
Scope of the Project
<p><u>Supporting Documents</u></p> <p><b>Note:</b> Please submit <b>one or more</b> of the following supporting document(s) with reference to the above experience/citation stating project value, project start date, go-live date/end date, and scope</p> <ol style="list-style-type: none"> <li>1) <b>Client letter</b></li> <li>2) <b>Client Certificate</b></li> <li>3) <b>Client mail**-</b></li> <li>4) Letter Of Intent( LOI) from client</li> <li>5) <b>Work order</b></li> </ol>



- 6) **Contract copy##**
- 7) **Customer case studies in public domain**

Please use separate forms for each citation.

\*\* Mail should be from the Client's official mail ID.

## Please attach only the relevant pages of the LOI/Work Order/Contract containing the information as required in the RFP.

e-governance project :- Electronic governance or e-governance is the application of information and communication technology (ICT) for delivering government services between government-to-customer (G2C)/ government-to-business (G2B)/ government-to-government (G2G)/ back office processes.

**Form B.5: Validity of Bid**

(To be submitted on the Letterhead of the Bidder)

(Place)

(Date)

To  
General Manager (System)  
Central Warehousing Corporation  
Warehousing Bhawan, 4/1, Siri Institutional Area  
August Kranti Marg, Hauz Khas  
New Delhi 110016

Dear Sir,

We confirm that the proposal submitted by us shall be valid for a period of Six(6) months from the date of opening of the proposals.

To be uploaded using Digital Signature of the Authorized Signatory

**Form B.6: Non malicious code certificate**

To be submitted on the Letterhead of the bidder

[Date]

To

General Manager (System)  
Central Warehousing Corporation  
Warehousing Bhawan, 4/1, Siri Institutional Area  
August Kranti Marg, Hauz Khas  
New Delhi 110016

**Sub: Non-Malicious Code Certificate**

Sir,

1. I/We hereby certify that the hardware and the software being offered as part of the agreement does not contain any kind of malicious code (at the time of delivery) that would activate procedures to:-

- (a) Inhibit the desired and the designed function of the equipment.
- (b) Cause physical damage to the user or his equipment during the operational exploitation of the equipment.
- (c) Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security, thereby contravening Official Secrets Act 1923.

2. At the time of delivery, there are no Trojans, Viruses, Worms, Spywares or any malicious software on the system and in the software developed.

3. Without prejudice to any other rights and remedies available to CENTRAL WAREHOUSING CORPORATION, we are liable in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in embedded / shipped software at the time of delivery .

To be uploaded using Digital Signature of the Authorized Signatory

**Form B.7: Undertaking on firm pricing**

To be submitted on the Letterhead of the bidder

[Date]

To  
General Manager (System)  
Central Warehousing Corporation  
Warehousing Bhawan, 4/1, Siri Institutional Area  
August Kranti Marg, Hauz Khas  
New Delhi 110016

**Sub: Undertaking on firm pricing**

Sir,

I/We do hereby undertake that Commercial proposal submitted by us is inclusive of all the items in the proposal and is inclusive of all the clarifications/documents provided/may be provided by us on the proposal during the evaluation of the offer. We understand and agree that our Commercial proposal is firm and final and that any clarifications/documents sought by you and provided by us would not have any impact on the Commercial proposal submitted by us.

To be uploaded using Digital Signature of the Authorized Signatory

**Form B.8: Undertaking on Service Level Compliance**

To be submitted on the Letterhead of the bidder

(Place)

(Date)

To

General Manager (System)

Central Warehousing Corporation

Warehousing Bhawan, 4/1, Siri Institutional Area

August Kranti Marg, Hauz Khas

New Delhi 110016

**Sub: Undertaking on Service Level Compliance**

Sir,

1. I/We as Bidder do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the RFP to provide the required service to CENTRAL WAREHOUSING CORPORATION
2. However, if the proposed number of resources is found to be not sufficient in meeting the tender and/or the Service Level requirements given by CENTRAL WAREHOUSING CORPORATION then we will augment the team/hardware/software or any other component without any additional cost to CENTRAL WAREHOUSING CORPORATION

To be uploaded using Digital Signature of the Authorized Signatory

**Form B.28: Undertaking on latest software delivery**

To be submitted on the Letterhead of the bidder

[Date]

To

General Manager (System)

Central Warehousing Corporation

Warehousing Bhawan, 4/1, Siri Institutional Area

August Kranti Marg, Hauz Khas

New Delhi 110016

Sub: Commitment on latest software/hardware delivery

Sir,

I/We do hereby confirm to deliver and upgrade to the latest versions of the software, as applicable & available during the entire project duration that addresses the requirements of CENTRAL WAREHOUSING CORPORATION, pursuant to the Request for Proposal (RFP) document relating to providing of the WMS and other software components at the same cost committed in the Commercial proposal.

To be uploaded using Digital Signature of the Authorized Signatory

**Form B.10: Implementation Experience of WMS in India**

**WMS Implementation Project Information (one form for each project reference duly certified by authorized signatory) executed/Go-live in India**

**Client Information**

Name of client

Name of the product implemented

**Project Details**

Brief description of the Project

Supporting Documents

**Note:** Please submit **one or more** of the following supporting document(s) with reference to the above experience/citation stating project start date, go-live date/end date, and scope (including solution implementation):

- 8) **Client letter**
- 9) **Client Certificate/**
- 10) **Client mail\*\*-**
- 11) Letter Of Intent( LOI) from client
- 12) **Work order**
- 13) **Contract copy##**
- 14) **Customer case studies in public domain**

Please use separate forms for each citation.

\*\* Mail should be from the Client's official mail ID.

## Please attach only the relevant pages of the LOI/Work Order/Contract containing the information as required in the RFP.

Dated this \_\_\_ day of \_\_\_ 201\_

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp

**Form B.11: Integrity pact**

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid/pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ between on one hand, the Central Warehousing Corporation (A Govt. of India Undertaking), 4/1 Siri Institutional area, Hauz Khas, New Delhi, acting through **General Manager(Systems)**, Central Warehousing Corporation (A Govt. of India Undertaking) (hereinafter called the "**CORPORATION**" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, (Name of the contractor) (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CORPORATION proposes to procure supply of goods/plant and machinery/equipment/chemicals etc. and the BIDDER/SELLER is willing to offer/has offered the supply of goods/plant/machinery/equipment and chemicals etc as per the contract conditions of tender including the specifications of goods.

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership firm constituted in accordance with the relevant law in the matter and the corporation is a PSU performing its functions on behalf of the Ministry of Consumer Affairs, Food and Public Distribution, New Delhi, Govt. of India.

**NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- a. Enabling the CORPORATION to obtain the desired Stores/Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- b. Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.
- c. The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

1. **Commitments of the Corporation**

- 1.1 The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.



- 1.2 The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

3. **Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDERS further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents,

brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION

#### 4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. **Earnest Money (Security Deposit)**

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. \_\_\_\_\_ (to be specified in NIT/SD) as Earnest Money, with the CORPORATION through any of the following instruments:
  - (i) Bank Draft or a Pay Order in favour of Central Warehousing Corporation, New Delhi/ Regional Manager, Central Warehousing Corporation, Regional Office -----
- 5.2 Any other mode or through any other instrument (to be specified in the NIT).
- 5.3 The Earnest Money/Security Deposit and performance guarantee shall be valid for the period as per the relevant terms & condition of the contract
- 5.4 No interest shall be payable by the CORPORATION to the BIDDER on Earnest Money/Security Deposit/performance guarantee or otherwise for the period of its currency and upto their validity.

#### 6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the CORPORATION to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores/work such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation/rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The CORPORATION will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7 Deleted**

### **8. Independent Monitor**

8.1 The CORPORATION has appointed Sh. Braham Dutt, IAS (Retd.), C-1/30, Pandara Park, New Delhi-110003 as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the Parties accept that the monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CORPORATION or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the CORPORATION.

**11. Other Legal Actions**

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the CORPORATION and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

CORPORATION

BIDDER

Name of the Officer

CEO

Designation

CWC

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

**Form B.12: Source code and IPR of customised solution**

To be submitted on the Letterhead of the bidder

[Date]

To

General Manager (System)

Central Warehousing Corporation

Warehousing Bhawan, 4/1, Siri Institutional Area

August Kranti Marg, Hauz Khas

New Delhi 110016

Dear Sir,

When we license the WMS system(s) **<Name of the Solution(s)>**, to CENTRAL WAREHOUSING CORPORATION, the IPR of the customised code for WMS will be made available to CENTRAL WAREHOUSING CORPORATION and will be in the name of CENTRAL WAREHOUSING CORPORATION.

We hereby confirm with respect to **proposed WMS** system(s)**<Name of the Solution(s)>**, we will handover product source code and customization source code with the right to modify, if required to be used at any of the CENTRAL WAREHOUSING CORPORATION warehouses .

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp

**Form C.1: Technical proposal Covering letter**

(Bidder Company letter head)

[Date]

To

General Manager (System)  
Central Warehousing Corporation  
Warehousing Bhawan, 4/1, Siri Institutional Area  
August Kranti Marg, Hauz Khas  
New Delhi 110016

Dear Sir,

**Ref: Request for Proposal for implement CWC-WMS at CENTRAL WAREHOUSING CORPORATION**

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services for implementation of WMS at CENTRAL WAREHOUSING CORPORATION as required and outlined in the RFP.

We attach hereto the bid Technical response as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services put forward in Volume 1 of this RFP or such features as may subsequently be mutually agreed between us and CENTRAL WAREHOUSING CORPORATION or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of six months from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal agreement is prepared and executed. This bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us and CENTRAL WAREHOUSING CORPORATION.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to CENTRAL WAREHOUSING CORPORATION is true, accurate, and complete. This proposal includes

all information necessary to ensure that the statements therein do not in whole or in part mislead CENTRAL WAREHOUSING CORPORATION as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this                      Day of                      **2017**

To be uploaded using Digital Signature of the Authorized Signatory



**Annexure - III - Commercial proposal forms**

(Attached as a separate document)

**Form D.1: Commercial proposal Covering letter**

[On letter head of the bidder's Company]

[Date]

To

General Manager (System)  
Central Warehousing Corporation  
Warehousing Bhawan, 4/1, Siri Institutional Area  
August Kranti Marg, Hauz Khas  
New Delhi 110016

Dear Sir,

Ref: RFP: Implementation of CWC-WMS solution at CENTRAL WAREHOUSING CORPORATION

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the implementation service for implementing the CWC-WMS Solution at CENTRAL WAREHOUSING CORPORATION to meet such requirements and to provide services as set out in the bid document following is our quotation summarizing our Commercial proposal.

We attach hereto the Commercial proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services to implement the WMS as put forward in Volume 1 of the RFP or such modified requirements as may subsequently be mutually agreed between us and CENTRAL WAREHOUSING CORPORATION or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the bid document issued by any Nationalized Banks or scheduled bank in India, acceptable to CENTRAL WAREHOUSING CORPORATION for a sum equivalent to 10% of the total agreement value for the due performance of the agreement.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response for a period of SIX MONTHS from the date fixed for opening the Commercial bid and it shall remain binding upon us, until within this period a formal agreement is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to CENTRAL WAREHOUSING CORPORATION is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead CENTRAL WAREHOUSING CORPORATION as to any material fact.”

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this                      Day of                      **2017**

To be uploaded using Digital Signature of the Authorized Signatory

**Form E.1:Performance Bank Guarantee**

**BANK GUARANTEE (PERFORMANCE BANK GUARANTEE)**

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. ....

Date .....

To

[CWC's Name & Address]

Dear Sirs,

In consideration of the ..... [CWC's Name]..... (herein after referred to as the 'CWC,' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. ....[SI's Name].....with its Registered/Head Office at ..... (Hereinafter referred to as the 'SI', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Agreement by issue of CWC's Notification of Award No. .... Dated ..... and the same having been unequivocally accepted by the SI, resulting in to a agreement bearing No..... dated ..... Value dat..... for ..... and the SI having agreed to provide a Performance Guarantee for the faithful performance of the entire Agreement equivalent to ....(\*) .... % (..... percent) of the said value of the Agreementto the CWC.

We ..... [Name & Address of the Bank] ..... having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the CWC, on demand any and all monies payable by the SI to the extent of ..... (\*) ..... as aforesaid at any time upto ..... (@) ..... [days/month/year] without any demur, reservation, context, recourse or protest and/or without any reference to the SI. Any such demand made by the CORPORATION on the Bank shall be conclusive and binding notwithstanding any difference between the CORPORATION and the SI or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the CORPORATION and further agrees that the guarantee herein contained shall continue to be enforceable till the CORPORATION discharges this guarantee.

The CORPORATION shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the agreement by the SI. The CORPORATION shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SI, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the CORPORATION and the SI or any other course or remedy or security available to the CWC. The Bank shall not be released of its obligations under these presents by any exercise by the CORPORATION of its liberty with reference to the matters omission or commission on the part of the Owner or any other indulgence shown by the CORPORATION or by

any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the CORPORATION at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the SI and notwithstanding any security or other guarantee that the CORPORATION may have in relation to the SI's liabilities.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to..... (\*) ..... and it shall remain in force up to and including..... (@) ..... and shall be extended from time to time for such period, as may be desired by M/s.....[SI'sName] ..... onwhose behalf this guarantee has been given.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this ..... day of ..... 2017 at .....

This ..... day of ..... 2017 at .....

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

(Signature) .....

(Name) .....

.....  
(Designation with Bank Stamp)

Attorney as per Power of

Attorney No.....

Dated .....

**Notes:**

(\*) This sum shall be ten percent (10%) of the value of the contract.

(@) This date will be one year after the completion of term of agreement including warranty obligations.

The stamp papers of appropriate value shall be purchased in the name of Guarantee issuing Bank.