



CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)



Corporate Office: Central Warehousing Corporation,
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CWC/ CD-XII/FCI Rail Movt./18-19

Dated: 24.09.2018

Tender Notice

Central Warehousing Corporation invites Tenders from professionally competent and financially sound, interested parties for preparation of Detailed Project Report (DPR) for running “**DSC train under wire using dwarf containers for movement of food grain and other cargo.**” as detailed below:

Scope of work	Preparation of Detailed Project Report (DPR) for running “ DSC train under wire using dwarf containers for movement of food grain and other cargo. ”	
Tender notice	Open Tender for above work. Tender documents will be available on website, www.cewacor.nic.in .	
Tender type	Open and Two stage	
Schedule of Tender	Document downloading date and time(payment of processing and tender form fee can be paid upto	From 24.09.2018 1200HRS to 16.10.2018 1200HRS
	Last date and time of bid submission	16.10.2018 upto 1500hrs
	Date and time for opening of Technical bid	16.10.2018 at 1530hrs
	Date and time for opening of price bid	Will be intimated later
Bid validity period	90 days from the date of opening of tender.	
Cost of tender	1180- (One thousand one hundred and eighty only) including 18% GST to be paid through e-payment gateway of M/s KSEDC to Central Warehousing Corporation, Corporate office, New Delhi upto 1200 Hrs. of 16.10.2018	

Processing Fee (Non-refundable)	Rs. 2000/- plus applicable GST (18%) is payable to M/s KSEDC Ltd By way of e-Payment gateway. The payments shall be subject to realization by due date and time i.e. before 1200 hrs of 16.10.2018 in KSEDC Account (link will be available on website).
EMD	Rs 10000/- (Rupees Ten thousand only) to be paid through e-payment gateway of M/s KSEDC to Central Warehousing Corporation, Corporate office, New Delhi upto 1500 Hrs. of 16.10.2018.
Pre-Bid meeting	A pre bid meeting will be held on 05.10.2018 at 1500hrs in the Auditorium of CWC, Corporate Office New Delhi to sort out any doubts or clarification sought by the bidders. Any query/point of doubt may be submitted by 04.10.2018 through email addressed to GM(Commercial) for clarification during pre-bid meeting.

MODE OF PAYMENT OF EMD, TENDER COST, PROCESSING FEE:-

1. The registration charges (if applicable) tender processing fees, tender cost and EMD have to be paid online through e-payment gateway of M/s KSEDC Ltd. Only.
2. The tenderer must ensure that the payment towards processing fee cost of the tender and EMD is paid before the date and time set for closing i.e. for EMD due date and time is upto 1500 Hrs. of 16.10.2018 and for cost of tender due date and time is upto 1200 Hrs. of 16.10.2018.

NOTE AND OTHER DETAILS:-

*Tender form can be downloaded from the any of the websites www.cewacor.nic.in, www.tenderwizard.com/CWC and www.eprocure.gov.in. If any tenderer wishes to participate in the CWC tenders, tenderer has to **register their firm once** with annual registration fee on website www.tenderwizard.com/CWC for online e-Tendering in consultation with our service provider **M/s. K.S.E.D.C. Limited**.*

1. **Bidders are requested to see clause no 5 of tender document for eligibility criteria and documents required therein.**
2. Bidder must upload scanned copies of documents as mentioned in clause no 5 of tender document in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder may be forfeited and he would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.

3. Micro & Small Enterprises (MSEs) registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies mentioned in the tender document (other conditions as per **Appendix-VI**). Their registration should be valid as on last date of submission of tender and they should also mention the terminal *validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter.*
4. Bidders who wish to participate in the e-tendering will have to procure valid digital certificate of authorized signatory as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.
5. **DOWNLOADING OF TENDER DOCUMENT:-** The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website. www.tenderwizard.com/CWC, www.cewacor.nic.in, www.tenderhome.com and [cppp portal](http://cppp.portal).
6. **SUBMISSION OF TENDER:-** Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected. Tenderer can be asked to give clarification within a specified period of time failing which his technical bid will be rejected. Tenderers are requested to visit clause 7.1 to 7.3 of tender document for detailed instructions.
7. Tenderer is required to submit Appendix-IV in lieu of tender document and other documents required as mentioned in clause 6 of tender document under eligibility criteria. Tenderer shall sign and stamp each

page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.

8. Internet site address for e-Tendering activities will be www.tenderwizard.com/cwc can be seen and down loaded at CWC's website www.cewacor.nic.in and www.tenderhome.com and [CPPP portal](#).
9. Bidders who wish to participate in online tender have to register with the website through the "new user registration" link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
10. The digital signature certificate is normally issued within two working days. The interested bidders are requested to apply for the same well in advance.
11. In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
12. Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid(Appendix-I) in Excel format only.
13. After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.
14. The tenders are to be submitted in two parts, Part-I i.e. Technical Bid containing document as specified in clause 5 of the tender document and Part-II i.e. Price Bid as per Appendix-I through e-tender process only.
15. Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.
16. No definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation.
17. The Central Warehousing Corporation reserves the right to accept / reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.
18. NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and to comply all the conditions mentioned there in.
19. If the day fixed for opening of tender is subsequently declared a holiday, the tenders will be opened on the next working day following the Holiday but there will be no change in the time for opening indicated above.
20. Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).

21. The General Manager(Commercial), CWC, Corporate Office, may at his discretion, extend the initial validity, further by 30 (Thirty) days and such extension shall be binding on the tenders.
22. Any clarification regarding online participation, they can contact:-
M/s Karnataka State Electronics Development Corporation Ltd., No. 29/1, Race Course Road, Bangalore-560 001

For local assistance, may call following help line numbers at KEONICS,
Shri Shibu Mob: 8800115946/011-49424365

DISQUALIFICATION CONDITIONS

- a. Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or a period of 5 years from date of blacklisting/debarment, whichever is earlier.
- b. Tenderer whose EMD and/or SD was forfeited by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking on serious / grave ground i.e. submission of false / forged / tempered / fabricated / manipulated documents / information at any occasion during last five years from the last date of submission of the bid will be ineligible.
- c. If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible. However if on acquittal by the appellate court the tenderer will be eligible.
- d. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.

GENERAL MANAGER

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TENDER NO. CWC-CD/XII- FCI Rail Movt./18-19

Background

Central Warehousing Corporation (CWC) is a premier public warehousing agency having a network of 436 warehouses across the country with a total storage capacity of above 10 Million Tonnes. CWC is in the business of procurement, storage and distribution of agriculture produce to strengthen the supply side.

CWC with its extensive warehousing presence in the country aims to target the domestic containerized foodgrain/cargo movement sector using Double Stack Container (DSC) train (dwarf containers) and wants to decide on the optimal strategy to enter this segment of logistics business.

1. SCOPE OF WORK:

The objective to this assignment is to prepare a clear roadmap for CWC to enter into the business of running DSC train with dwarf containers for movement of food grains and other domestic cargo (to and fro) at Origin-Destination (O-D) locations of Food Corporation of India (FCI). The Detailed Project report (DPR) should include following:

1. Study of the O-D locations of FCI for the movement of food grains.
 - i) This will involve the assessment of volume of foodgrain being moved by FCI through containers and conventional BCN wagon rakes.
 - ii) Major players in this business both through BCN rakes and containerized movement, their market share, strength and weaknesses.
 - iii) Future projections for the coming 20 years.
2. The commercial feasibility analysis of moving food grain and other cargo through Dwarf Containers viz a viz conventional BCN wagons rakes.
 - i) The volume (no. of bags of 50 kgs) per Dwarf container/rake accommodated in comparison to conventional rake/wagons or containers.
 - ii) The cost benefit analysis including railway freight, incentives, handling and transportation (road if any) cost (including multiple handlings of containers at goodshed/Private Freight Terminal (PFT)/Domestic Container Terminal (DCT) /warehouses (if any), loading-unloading by labour at both ends) from first mile to last mile location in comparison to existing conventional rakes/wagons/containers.
 - iii) Identification of suitable rail terminal i.e. PFT/DCT for handling of rake/containers.

3. Feasibility study of-

- i) Assessment of no. of Dwarf containers and rakes required as per the volume.
 - ii) Business economy in case of leased dwarf containers and leased rakes v/s owned Dwarf containers and rakes or a suitable combination.
 - iii) Investment to be incurred for arranging the suitable no. of Dwarf containers and rakes either on lease basis or through purchase and lock in period for this investment.
 - iv) Major players who can provide Dwarf containers and rakes either on lease basis or through fresh purchase.
 - v) Time taken in arranging sufficient dwarf containers and rakes either on lease basis or through purchase.
4. FCI foodgrain movement pattern for different routes and how the movement through dwarf containers can achieve benefits over existing mode of transportation. Further, also identify alternative routes, based on the O-D locations where Dwarf container trains can be moved. The most convenient and suited rail routes considering cost effectiveness as well as profitability keeping in view the availability of return cargo.
 5. Identification of return cargo for selected O-D locations. This will also involve the identification of other than food grains cargo for return and cargo during lean season.
 6. The Current CWC infrastructure is to be assessed by the consultant on whether the existing infrastructure can be utilized as it is or modified to match the requirement.
 7. Proposed marketing and operational strategy for the business.
 8. Proposed resource plan.
 9. Proposed Rollout Plan with proper implementation schedule statutory requirements.
 10. Listing out expected risks, benefits with proper SWOT analysis of the project.
 11. Action plan for taking up of project by CWC.

3. EARNEST MONEY DEPOSIT (EMD):

Each tender must be accompanied with an EMD of Rs. 10, 000/- (Rs. Ten Thousand only) paid vide e-payment gateway of M/s KSEDG. Tenders not accompanied by EMD shall be summarily rejected.

Earnest money shall be forfeited in the event of the tenderers failure, after the acceptance of his tender, to furnish the requisite security

deposit by the due date to take up the work, *without prejudice to any other rights and remedies of Corporation under the contract and law*. The earnest money shall be returned to all unsuccessful tenderers, as soon as practicable after decision on tenders and to a successful tenderer, after he has furnished the security deposit; if the successful tenderer does not desire the same to be adjusted towards the security deposit.

No interest shall be payable on the amount of earnest money, under any circumstance.

Micro and small Enterprises (MSEs) registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies.

Any false/ wrong information/ credentials submitted may lead to the tenderers being blacklisted in CWC and debarred for participating in tender for next five years besides forfeiture of the Earnest Money Deposited.

4. VALIDITY OF TENDER

The rate quoted by tenderer shall remain valid for acceptance upto 90 days from the date of opening of the tender. The General Manager (Commercial) or any other Authorized officer may extend the validity period by another one month.

5. ELIGIBILITY CRITERIA

Sl. No	Eligibility Criteria	Documentary proof to be uploaded
1	<u>ORGANISATION DETAILS</u>	<p><u>1)For Registered Company/PSU/ statutory body</u> i)Copy of Certificate of Incorporation ii)Copy of Memorandum of Association iii)Copy of Articles of Association iv) Current list of Directors.</p> <p><u>2)For Registered Partnership Firm</u> i)Copy of the partnership deed ii)List of partners iii) Copy of registration of Partnership deed</p> <p><u>3)For Proprietorship</u> i)Declaration of Proprietorship/Sole Proprietorship as per Appendix-VII compulsory ink signed</p> <p><u>4) For LLP</u> i)Copy of Limited Liability Partnership Agreement</p>

		ii) Copy of certificate of registration iii) Current list of partners
		5) For Cooperative society i) Bye-Laws (for co. operative Society) ii) Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry.
		6) For Others I) Notarized Copy of Certificate of Incorporation
2	Experience: 1. Tenderer /Team Leader should have atleast 15 years of experience as a Group 'A' Officer in Indian Railways. AND 2. Should have executed at least two consultancy projects related to PFT/Pvt. Siding/ Containerized Siding/ Container Train movement on Indian Railway network.	Documents: Relevant Documents from Indian railways showing required length of service. AND Copies of experience certificate issued by customer mentioning amount of work.
5	PAN Number	Copy of PAN Card
6	GST Number	Copy of valid GST registration
7	Power of Attorney Note: The bid should be uploaded by the authorized signatory as defined in Appendix-V under his own digital signature.	Power of Attorney in favour of signatory(ies) duly attested by Notary as per Appendix-V . Appendix-V is for purpose of guidance only and deviation in the wording can be accepted.
8	Undertaking regarding submission of authentic/genuine documents/information duly attested by notary.	Duly filled Appendix-VIII (Compulsory ink signed)
9	Financial Bid	Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Price Bid (Appendix-I) in Excel format only. The price quoted is exclusive of taxes and duties.
10	Declaration by Tenderer regarding understanding of tender document and his compliance of tender requirements. Note: 1. The declaration from the tenderer confirming that he has understood the tender document and his bid complies with the tender	Declaration from the tenderer as per Appendix-IV duly ink signed.

	<p>requirements / terms & conditions of the tender document, he has quoted the rates without any condition / deviation and the rates quoted by him are as per tender document.</p> <p>2. Tenderer is advised not to upload the entire tender document; however Appendix-IV along with other required documents to be uploaded only.</p> <p>3. Tenderer shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.</p>	
11	Tender registered under MSME (if applicable)	<p>Micro and small Enterprises (MSEs) registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies.</p> <p>An attested/self-certified copy of valid registration certificate, giving details such as validity, stores/services etc. is to be provided.</p> <p>Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their registration, failing which their offer shall not be considered for benefits detailed in MSE notification of Govt. of India dated 23.03.2012 or any other notification issued thereafter as amended from time to time.</p> <p>Details terms of MSME are placed at Appendix-VI.</p>
12	Tenderer should have an average turnover of Rs 5 lakh (Rs five lakh) per annum during last three financial years.	Certificate from a chartered accountant or copy of audited balance sheet and Profit and loss account for last three financial years.
13	Tender registered under MSME (if applicable)	Affidavit duly attested by notary regarding MSEs as per APPENDIX-IX .

6. SUBMISSION OF TENDER

Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected. Bidders have to submit tender cost & EMD through e-payment gateway mode only as per the above mentioned scheduled date and time.

Tenderer is required to submit Appendix-IV in lieu of tender document and other documents required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.

The Tenderer can be asked to give clarification *and missing documents*, to be submitted within a specified period of time and in case of failure of tenderer to give such clarification *and missing documents*, his technical bid is liable to be rejected.

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

I. Information about tenderers :

The tenderers must furnish full, precise and accurate details in respect of information asked for in Appendix III attached to the form of tender. Same should be scanned and uploaded.

II. Uploading/Signing of tenders :

Person or persons uploading/signing the bid shall be authorized to do so as per **Appendix-V**. The bid should be uploaded by the authorized signatory as defined in Appendix-V under his own digital signature.

7. Evaluation of Bids

STAGE- I

7.1 Preliminary scrutiny of bids

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 will 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, as specified in Financial Bid.

- (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.

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

7.2 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) The Corporation, if necessary may ask the tenderer for any specific information/ clarification relating to qualifying document/condition *or can seek missing document(s)*. The required clarification *and missing documents* must be uploaded within specified time subject to maximum of 15 days on the same portal as per the procedure prescribed below i.e. in clauses 7.3.

The missing documents to be submitted should not be of a date later than the date of submission of original bid, Affidavit of Proprietary Firm as per Appendix-VII, Compliance of bid requirement as per Appendix-IV, Affidavit regarding certification of genuineness & authenticity of documents as per Appendix-VIII submitted as missing documents can be of a date after the date of submission of original bid. The missing documents sought are allowed to be submitted only by uploading on the tender website through which same has been asked.

- (c) Corporation well within its rights to waive 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 tenderer 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 tenderer fails to respond, within the stipulated time period or the clarification(s) *and missing* 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 *and missing documents* will be part of the Proposal of the respective tenderer and if the clarifications *and*

missing documents are in variance with the earlier information in the proposal, the information provided in later stages will also be the part of the evaluation process for technical qualification.

7.3 Procedure to be followed for obtaining *missing documents* and *specific clarification*:

- (a) An Icon for clarification and *missing documents* 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.
- (b) Corporation shall click on clarification *and missing documents* icon for the desired bidder and enter the details of clarifications *and missing documents* sought within the prescribed time.
- (c) After entering the details of clarification *and missing documents* sought by the Corporation, same icon is to be clicked at bidder’s end for replying to the particular clarification *and missing documents* sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification *and missing documents* sought by the Corporation.
- (d) Bidder will click on clarification icon and will reply to the same and upload the required *clarification and missing* 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.
- (e) Once the prescribed time expires, the reply button of clarification *and missing documents* screen from bidder side shall also disappear automatically.
- (f) After expiry of prescribed time, Corporation shall download the clarification *and missing documents* submitted by the bidder.
- (g) Bidder to refer clarification *and missing document* manual available on e-portal (www.tenderwizard.com)/CWC or seek assistance from the Help desk.

STAGE II

Price bid Evaluation: Price bids of only technically qualified bidders will be opened. The price bid opening date will be intimated later to technically qualified bidders.

8. SIGNING OF TENDER

Person or persons signing the tender shall state in what capacity he/they is/are signing the tender e.g. as a sole proprietor of a firm or as a secretary / manager / Director etc. of a body corporate. In case of partnership firms, the name of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The attested copy of the partnership deed should be furnished along with the tender. In case of a limited company, the names of the Directors shall be mentioned and power of attorney through board resolution is to be given in favour of the person signing the tender who is empowered to do so on behalf of the limited company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender. In case of PSU/Govt. bodies tender should be signed by authorized officer of the organization.

9. SCHEDULE OF FEE TO BE CHARGED

Tenderers are required to quote the Lump sum fee (inclusive of all charges) to be charged to the corporation as per **APPENDIX- I**.

10. TIME SCHEDULE:

The DPR should be submitted with in following time frame from the date of award of work-

1. Initial Report- 08 weeks
2. Interim Report- 16 weeks
3. Final Report- 24 weeks

11. PAYMENT TERMS & SCHEDULE FOR PAYMENT:

- i) 30% as Advance Payment
- ii) 20% on submission of the draft report and presentation.
- iii) 20% on submission of the final report and presentation.
- iv) 20% on acceptance of the final report.
- v) 10% on completion of handholding period.

All payment shall be released through e-payment system against the pre receipted bills to be submitted by the tenders. The following details are required for e-payment. PAN card number, Bank A/C no., Name of the Bank, RTGS code/IFSC code.

Advance payment of 30% shall be made to the bidder however bidder has to submit required amount of additional security deposit in form of bank guarantee to CWC before the release of advance payment by CWC.

Price quoted are inclusive of all the applicable taxes except GST. GST shall be paid extra at applicable rates subject to submission of tax invoice as per rules under GST law.

CWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deductions at source. Under GST regime the bidder is required to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Non-Compliance would result in mis-matching of claims and denial of input tax credit to CWC.

Notwithstanding anything contained in agreement/contract, in case of such default by the bidder the amount of Input tax credit denied in GST along with interest and penalty shall be recovered from the bidder.

Bank guarantee will be refunded after acceptance of final report.

12. HANDHOLDING

Consultant would be required to do handholding during the implementation of the project (estimated to be for 12 months). During handholding period no permanent deployment of key staff is required, however the Consultant is expected to remain available for meetings and discussions as and when called during the handholding period. The start and end of the handholding period shall be communicated by CWC. The handholding services will be required during the preparation of tender document for hiring/purchase of rakes/containers by CWC. The place of meeting will be at corporate office. The handholding period will start from one month after the date of presentation on Final Report submitted by the consultant.

13. SECURITY DEPOSIT:

a) The successful tenderer shall furnish, within a week of the acceptance of his tender, a security deposit of Rs 50,000/- (Rupees fifty Thousand only).

In the event of tenderer failure after the acceptance of his tender to furnish requisite security deposit by the due date and not taking over the work, the EMD shall be forfeited. Besides, the Corporation may suspend/ban the trade relations with them or debar to participate in all future tender enquiries with CWC based on the merit of each case upto a period of five years without prejudice to any other rights and

remedies of the Corporation under the contract and law. The decision of Managing Director in this matter shall be final and binding to the tenderer.

- b) The Security Deposit amount shall be deposited in favour of the Central Warehousing Corporation, New Delhi in the form of Demand Draft issued by scheduled banks or by electronic mode/NEFT/RTGS.
- c) The Security deposit furnished by the tenderer would be subject to the terms and conditions given in this tender and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- d) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit shall be required to be furnished.
- e) The General Manager (Commercial), Central Warehousing Corporation, may at his discretion increase the amount of Security Deposit mentioned at (a) above upto 25% at any time during the currency of the contract. The decision of the General Manager (Commercial) in this regard shall be final and binding on the tenderer and shall not be called into question.
- f) The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the time it is held by the Corporation. The security deposit shall be refunded to the successful tenderer after due and satisfactory performance of the services and on completion of all obligations by the tenderer under the terms of the contract and on submission of a No Demand Certificate, subject to such deduction from, the security as may be necessary for making up of the Corporation's claims against the tenderer.
- g) In the event of termination of the contract envisaged in Clause-15, the General Manager (Commercial), shall have the right to forfeit the entire or part of the amount of security deposit deposited by the tenderer or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to the claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.
- h) The decision of the General Manager (Commercial) in respect of such damages, losses, charges, costs or expenses shall be final and binding on the tenderers.
- i) In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at

any time thereafter may become due to the consultant under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the consultant shall pay to the Corporation on demand, the remaining balance due.

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

14. AGREEMENT:

The Contractor shall enter into a formal agreement with the corporation on a non-judicial stamp paper of requisite value as per Annexure-II. He shall bear the cost of executing the said agreement. Any sum of money due and payable to the contractor under this contract may be appropriated by the Corporation and set off against any claim of the Corporation for payment of any such amount or money arising out of or under this contract.

15. TERMINATION OF CONTRACT

- a) Central Warehousing Corporation may terminate the contract at any time in the event of breach of any of the terms and conditions of the contract and the balance work shall be got done at their risk and cost.
- b) Any false / wrong information/credentials shall lead to the tenderers, black listed in CWC and debarred for participating in future tender for next three years.
- c) Corporation at its sole discretion may terminate the contract by issuing 30 days notice. In the eventuality of this termination no claim shall lie against the corporation for damages or losses etc.

16. LIABILITY OF CONTRACTOR FOR PERSONNEL ENGAGED

All personnel employed by the tenderer shall be engaged by him as his own employees / workmen in all respects implied or expressed. Team Leader selected to lead the project should be mutually acceptable to CWC and the consultant. If the General Manager (Commercial), Central Warehousing Corporation, Corporate Office, New Delhi is not satisfied with the work of any person engaged by the tenderer or whose antecedent are doubtful, the tenderer shall not employ such person for any work relating to this contract and shall remove him from the employment forthwith.

17. ARBITRATION

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. It will be no objection to any such appointment that the person appointed is an employee of the Corporation, that he had to deal with the matters to which the contract relates and that in the course of his duties as such employee of the corporation, he had expressed views on all any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to his contract. It is a term of his contract that in the event of such Arbitrator to whom the matter is originally referred, being transferred, or vacating his office or being unable to act for any reason, the Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. The Arbitrator shall give reasons for his award.

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

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

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

The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the Contractors shall be withheld on account of such proceedings.

18. ADDRESS FOR COMMUNICATION AND NOTICES

Tender will furnish his full communication address with telephone / mobile / fax and email details in Appendix-III.

19. EVALUATION OF L-1

The contract will be awarded to L-1 bidder. The bidder quoting lowest rate will be L-1.

20. CONTACT PERSON

Interested parties can contact the officer in case of any doubt/clarification regarding tender conditions.

Name: Naveen Kumar, Manager(G), Commercial Division

Contact details:011-26566107 ext 215

email:nav.kumar@cewacor.nic.in

21. ACCEPTANCE OF TENDERS:-

- i) The successful tenderer will be advised of the acceptance of his tender by letter/e-mail/fax/phone. The successful tenderer shall be required to take up the work immediately on receipt of the acceptance or from such date as may be specified by the General Manager (Commercial), Central Warehousing Corporation, New Delhi.
- ii) The General Manager (Commercial), Central Warehousing Corporation, New Delhi for and on behalf of the Corporation reserves the right to reject any or all the tenders without assigning any reason thereof, and does not bind itself to accept the lowest or any other tender.

22. Updated news/Corrigendum/addendum

Any further Addenda / Corrigenda / Extension of dates / Clarifications / Responses to bidders' queries in respect of the above tender shall only be posted on the websites www.cewacor.nic.in, www.tenderwizard.com/CWC and no separate notification shall be issued in the press. Bidders are, therefore, requested to regularly visit above websites to keep themselves updated in this connection.

23. PRE-BID MEETING

A pre-bid meeting is scheduled on 05.10.2018 at 3:00PM in the CWC, Corporate Office. All the interested parties are requested to attend the above meeting in order to clarify any doubts regarding scope of work, tender conditions etc. if any.

GENERAL MANAGER (COMMERCIAL)

Central Warehousing Corporation,
4/1, Siri Institutional Area,
August Kranti Marg, HauzKhas,
New Delhi-110016

FINANCIAL BID (TO BE FILLED IN EXCEL FORMAT ONLY)

To,

GENERAL MANAGER (COMMERCIAL)

Central Warehousing Corporation,
4/1, Siri Institutional Area,
August Kranti Marg, Hauz Khas,
New Delhi-110016

SUB: Tender for preparation of detailed Project Report (DPR) for running “**DSC Train under wire using dwarf containers for movement of food grain and other cargo**” as per scope of work.

Sir,

- i. We / I have examined the terms and conditions of the “Tender for preparation of detailed project report (DPR) for running “**DSC Train under wire using dwarf containers for movement of food grain and other cargo**” and agree to abide by them fully without any reservation.

We hereby offer our rates for preparing Detailed Project Report as under:

Rs.----- (In words -----)

GST shall be payable extra as applicable from time to time.

Note - Rates should be quoted in words and figures where there is a difference in rate quoted in words and figures, whichever is lower will be taken into consideration

Signature of the Tenderer

Name of the Signing Authority

Address for communication

Tel/mob/fax/email

AGREEMENT

The **CENTRAL** WAREHOUSING CORPORATION having agreed to award the contract for preparation of “**Detailed Project Report (DPR)** for running “**DSC train under wire using dwarf containers for movement of food grain other cargo** ” in respect to the submission of quotation uploaded by me/us on _____ to the General Manager(Commercial), Central Warehousing Corporation, New Delhi.

I/We (here enter full name and address of the tenderer (_____) am / are executing this agreement on _____ and hereby confirm that I / We have thoroughly examined and understood the terms and conditions of the invitation of tender bearing No. _____ dated _____ issued by the General Manager(Commercial), Central Warehousing Corporation, for the work for preparation of “**Detailed Project Report (DPR)**for running “**DSC train under wire using dwarf containers for movement of food grain and other cargo**” and to abide by them.

I/we am/are willingly undertaking the said work consequent upon the approval of the tender submitted by me/us to the General Manager (Commercial), Central Warehousing Corporation, Corporate Office, New Delhi – 110016 at the rates quoted in the Appendix-I hereto for DPR which forms part of this agreement, and as per terms and conditions of the tender, which shall also form part of this agreement.

I shall charge for the services as per quoted lump sum rate as per **Appendix-I** of the tender document, as agreed by CWC during this contract period (including extended period of contract if any).

I/We assure the said Corporation that I/We shall undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. This agreement shall remain in force till the completion of hand holding period of above project and one month beyond that.

Tenderer (Capacity in which signing)

GENERAL MANAGER (COMMERCIAL)
Central Warehousing Corporation

Witness:

Witness:

1.

1.

2.

2.

Tenderer's

Telegraphic Address

Telephone No.

E-mail Address

(Compulsory inked signed)

BIDDERS GENERAL INFORMATION

1. Name of the firm/company / cooperative society /others
.....
2. Constitution of the Firm:.....
3. Registered Office.....
.....
4. Operation Address (if different from registered office.....
.....
5. Address of the tenderer and details of offices in India.....
.....
6. Telephone no.....
7. Fax no./.....
8. email address :.....
9. Website.....
10. GST Registration No.....
11. Pan No.
12. DETAILS OF SISTER CONCERNS

- [a] Name & Address
- [b] Activities engaged in by Sister Concern
- [c] Names, address & Telephone Nos. of Proprietors/ Directors/ Partners of Sister Concern.

14. Tenderers Bank Detail:
 - a. Bank Account Number
 - b. Nature of Account (Savings or Current)
 - c. Name of Bank &Branch
 - d. RTGS Code Number
 - e. MICR Code Number

Place _____

Dated _____

(Capacity in which signing)

(Compulsorily INK SIGNED)

COMPLIANCE TO BID REQUIREMENT

We hereby confirm that we have gone through and understood the Tender Document and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum (if any), issued by CWC, without any deviation / exception / comments / assumptions.

We also confirm that we have quoted the rates without any condition and deviation.

The Technical bid and price bid as required under clause 5 of tender document has been submitted along with the required documents and the same have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

We further confirm that we have quoted our rates in our financial bid as per the conditions of the Tender Document and for all the items.

Stamp and signature of the bidder: _____

Name of the bidder : _____

NOTE: To be stamped and signed by the authorized signatory who is signing the Bid and to be submitted along with the Technical Bid.

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. _____ (name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____ (name of work), including signing and submission of application/ tender / proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with CWC or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with CWC and thereafter till the expiry of the Contact Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of Proprietor / All the partners of the firm / Authorized Signatory for the Company)(Strike out whichever is not applicable)

Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1 :

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes:

- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- **Power of Attorney is to be attested by Notary.**
- **This format is for the purpose of guidance only and deviation in the wording can be accepted.**

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 Centers
 - 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 enclose 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 fulfill 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) As per Public procurement policy on MSE, considering that this is a non divisible tender, an MSE quoting in the price band of L1+15% will be awarded for full/complete work of tender subject to bringing down of price to L1 rate after negotiation if any, by the MSE concerned considering the spirit of policy for enhancing the government procurement from MSEs.

(Compulsorily Ink signed)

AFFIDAVIT

(For Sole Proprietary Firm)

I,.....R/o.....
..... do
hereby solemnly affirm and declare as under :-

1. That I am Sole Proprietor of (Sole
Proprietor Firm Name)

2. That the office of the firm is situated at
.....
.....

Place:

DEPONENT

Date:

VERIFICATION

Verified that the contents of my above said affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed there from.

Place:

DEPONENT

Date:

(Compulsory ink signed and duly notarized)

UNDERTAKING

I, S/o D/o _____, resident of _____ EMPLOYED AS
_____ WITH HAVING
OFFICE AT..... PIN..... I,do hereby solemnly
affirm state and undertakes as under:-

1. That I am the authorized representative and signatory of
M/s.....
2. That the document (s) submitted, in Appendix- IVas mentioned hereunder,
by M/sare authentic, genuine, copies of their originals and
have been issued by the issuing authority mentioned above and no part of
the document(s) is false, forged or fabricated.
4. That no part of this undertaking is false and that this undertaking and
the above declaration in respect of genuineness of the documents has been
made having full knowledge of (i) the provisions of the Indian Penal Code in
respect of offences including, but not limited to those pertaining to criminal
breach of trust, cheating and fraud and (ii) provisions of Tender conditions
which entitle the CWC to initiate action in the event of such declaration
turning out to be a misrepresentation or false representation.
5. I undertake accordingly.

Authorized Signatory

(Compulsory ink signed and duly notarized)

AFFIDAVIT

To be submitted on a stamp paper (of Rs 10/- minimum) duly attested by Notary public (duly affixed with notarial revenue stamp; and with Notary seal and Notary registration number etc.)

I _____ S/o / D/o / W/o _____ Managing
Director * / Director*/ Proprietor*/ Partner* of M/s
_____ located at _____

Do hereby solemnly affirm and declare as under:

1. The company is a micro /Small Enterprise as per the Govt. of India definition; and has been functional at the time of bar code registration.
2. The company continues to be a Micro/Small enterprise and functional as on date.
3. As per books of accounts, the total investment (original purchase value) in plant and Machinery in the company as on the date of submission of bids is Rs _____ which is within the limit prescribed in MSME Act.
4. i) Udyog Aadhar Memorandum (UAM) number of our company is _____.
ii) We hereby confirm that we have declared the UAM number on Central Public Procurement Portal (CPPP).
iii) We are aware that non-declaration of UAM number on CPPP will make us ineligible to enjoy the benefits as per Public Procurement Policy for MSEs order, 2012.

Signed on _____

DEPONENT

Verification:

Verified that the contents of the affidavit are true to the best of my Knowledge and belief.

DEPONENT

Place:

Date:

NOTE:- *Strike out whichever is not applicable.