



Central Warehousing Corporation

(A Government of India Undertaking)

“Warehousing For Everyone”



Tender No. CWC/PUR/DIARY/2018-19/

Dated: 18.09.2018

To,

**INVITATION OF LIMITED TENDERS FOR PRINTING AND SUPPLY OF
CWC DIARY-2019 AND INSTRUCTIONS TO TENDERERS.**

CWC invites sealed limited Tenders under Single Bid System from offset Printers/Binders empanelled as ‘A’ category Printers/Binders by DAVP and Directorate of printing, Nirman Bhawan, New Delhi or empanelled as Diary maker by DAVP valid till date of submission of tender, proof of the same must be submitted. The details of date, time for acceptance and opening of tenders and other details to enable the eligible tenderer/tenderers to participate in the said Tender Enquiry is given here-in-under: -

- a) Last date of receipt of tender by post or by hand by putting it in the tender box kept in Purchase Division, 1st floor, on the below address at 15:00 hours on 11.10.2018.
- b) Tender shall be opened at 15:30 hours on 11.10.2018.

Note: If the date fixed for closing and opening of tenders is subsequently declared a holiday, the tender shall be received and opened at the same time on the next working day the following holiday or holidays.

- c) The bid shall be valid for acceptance for 120 days from the date of opening of bids.

- d) **Bid received without Earnest Money and not in proper form shall be summarily rejected.**

Note: i) **Late bids**, i.e. bids received after the specified time of closing will not be accepted.

- ii) Post tender offers, i.e. modifications made by the tenderers to their original tenders are not considered.

From:
The Group General Manager (Purchase)
Central Warehousing Corporation
4/1, Siri Institutional Area
Hauz Khas, New Delhi-110016.

GROUP GENERAL MANAGER (PURCHASE)

Letter of Submission of Tender

To,

Dear Madam/Sir(s),

1. On behalf of the Central Warehousing Corporation (herein after referred to as Corporation), I invite you to limited tender for the supply of Stores/Diaries detailed in the Appendix-II & III attached to the tender form enclosed. If you are in a position to submit your bid for supply in accordance with the requirements stated in the attached Appendix, please submit your bid to this office under the prescribed tender form, enclosed as Appendix-V in the sealed cover duly super scribed "Tender for printing and supply of Diary for the year 2019" together with Appendix-I, II, III & IV.
2. **Particulars and specifications:** The Stores/Diaries shall comply with and conform to the specifications given in the schedule as per Appendix-III attached (as per sample).
3. **Preparation of tender:** The tenderer should submit the tender documents, including invitation to tender intact, without detaching any page or pages, duly filled and completed and signed on each page of Tender Form including the Schedule/Appendix.
4. **Signing of Tender:** (a) The tender is liable to be ignored if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to tender are not fully filled in. Particular attention must be paid to delivery dates and also to the particulars referred to in the 'general conditions of the contract'.

(b) The bidder must furnish the following information/documents: -
 - i) Whether it is being submitted by an individual or a sole proprietary concern, or a partnership firm or a company registered under the Companies Act or a society registered under the Cooperative Societies Act or Registration of Societies Act and shall be signed in case of a partnership firm by all partners or their duly appointed attorney, and in case of Companies or Societies by such Directors or members of the Managing Committee of Officers as may be duly authorized for this purposes.
 - ii) **Certificate of registration from the National Small Industries Corporation or any other agency for MSME registration wherever applicable.**
 - iii) **Certificate of empanelment as A Class category printer by DAVP or you are DAVP empanelled Diary maker.**
 - iv) Items of manufacture/or printing.
5. **Earnest Money:** - Each bid must be accompanied by an earnest money of Rs.40,000/- (Rupees Forty Thousand Only) by way of DD/Pay Order in favour of Central Warehousing Corporation payable at New Delhi.

Such tenders, not accompanied by earnest money will be summarily rejected in consideration of the Tenderer being permitted to tender and his/her offer being considered to the exclusion of the non-tenderer, the earnest money shall be liable to be forfeited if the tenderer after submitting his/her tender, resiles from the offer or modifies the rate or terms and conditions thereof in any manner. The earnest money is also liable to be forfeited in the event of the tenderer's failure,

after the acceptance of his tender, to furnish the requisite security deposit by the due date without prejudice to other rights or remedies of the Corporation under the contract and law.

Earnest money will be returned to all the unsuccessful tenderers after the successful tender has signed the agreement and has deposited the requisite security amount. Earnest money deposited by the successful tenderer shall be treated as part of the security deposit. No interest shall be payable on the earnest money in any case.

6. **Security Deposit:** The successful tenderer shall be required to deposit security of Rs.2,00,000/- (Rupees Two Lakh Only) within seven days of the receipt of work order by DD/Pay Order in favour of Central Warehousing Corporation payable at New Delhi from any Nationalised Bank, failing which it shall be lawful for the Corporation to forfeit the earnest money and purchase the goods at the risk and cost of the successful tenderer.
 - a. The security deposit furnished by tenderer shall carry no interest and would be subject to the condition that Corporation is not held responsible for any loss that may result from the failure of the Bank or from depreciation of the security or from any cause.
 - b. 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 will be required to be furnished.
7. **Proof Reading and Delivery of Finished Diaries:** The Final responsibility for proof reading and correct printing of all the material supplied for printing will be that of the printer. The printer shall, however, furnish the first photo composed proof of the text in duplicate within 07 days from the date of handing over the text duly signed by the representative of the Corporation. All the corrections, additions and deletions made in the first proof shall be incorporated in the 2nd proof/dummy to be furnished immediately. The delivery of the finished diaries should be completed within 20 days from the date of handing over the final proof/dummy. **Time is the essence and no time extension will be given. Any delay may attract liquidated damages @2% per month of contract value.**
8. **Latest hour for receipt of tenders:** Your tender if sent by post must reach this office not later than 3.00 PM on the date of closing of the tender stated in the notice inviting tender and if sent by hand delivery, should be put in the Tender Box at this office not later than 3.00 PM of the said date.
9. **Validity of offers:** In consideration of the rates or promises, award of the offer (Tender) shall remain open for acceptance without any modification in the rates or terms and conditions of tender for a period of 120 days from the date of the opening of the tender and in the event of any breach of this condition, without prejudice to any other right or remedy of the Corporation, the earnest money shall be liable to be forfeited.
10. **Opening of tender:** You are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified. If the date fixed for opening of tender is a holiday, the tender will be opened at the same time on the next working day following the holiday or holidays.
11. **Rates:**
 - a) **Prices quoted are inclusive of all applicable taxes except GST. GST shall be paid extra at applicable rates subject to submission of tax invoice as per rules under GST Law.**
 - b) **CWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source.**

- c) **Under GST Regime, the supplier 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 supplier the amount of Input Tax Credit denied to CWC in GST along with interest and penalty shall be recovered from the supplier.**
12. **Packing and Marking:** Each Diary will be packed in white cartons of duplex board.
13. The Corporation does not bind itself to purchase any/all the quantity and to accept the lowest tender and reserves to itself the right to increase or decrease the quantity and to accept or reject any or all tenders without assigning any reasons thereof. The quantity/numbers shown in the schedule is only tentative.
14. Acceptance by the Corporation will be communicated by E-Mail/Fax/Speed Post. In case where acceptance is communicated by E-Mail or Fax or Speed Post, the formal acceptance of tender will be forwarded to you as soon as possible but the instructions contained in the E-Mail should be acted upon immediately. By the issue of communication of acceptance of tender, the contract for supply of Diary will come into existence. You will, however, be required to enter into a formal agreement on non-judicial stamp paper of the appropriate value in the enclosed form (Appendix-IV) within seven days of the receipt of acceptance.
15. In the event of acceptance of the tender in respect of all or any of the items of tender, the contract will be governed by the general conditions of contract annexed hereto as Appendix-I to V.
16. Tender documents shall be provided free of cost to Micro & Small Enterprises (MSEs)
- (a) MSEs registered with the prescribed agencies as listed below 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. 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 23.02.2012 or any other notification issued thereafter. Tenderer shall submit an Affidavit duly attested by the Notary as per Annexure –I
- (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
- (b) The MSEs must also indicate the terminal validity date of their registration.
- (c) The benefit as stated above to MSE, shall be available only for goods and services produced & provided by MSEs for which they are registered.
- (d) Participating MSEs quoting price within a price band of L1+15% 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 MSE., and such Micro and Small Enterprise shall be

allowed to supply upto 20 percent of total tendered value, a sub-target of 20% out of 20% is to be earmarked for MSE owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. 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.

(e) MSME Enterprises/Units owned by SC/ST should provide authenticated document in support of their claim for the benefit to be extended to them. The definition of MSEs owned by SC/ST is as under:-

1. In case of proprietary MSE, the proprietor(s) shall be SC/ST.
2. In case of partnership MSE, SC/ST partners shall be holding at least 51% shares in the unit.
3. In case of private limited companies at least 51% share shall be held by SC/ST promoters.

In case the MSE does not fulfill the above criteria, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

17. However, no price preference etc. would be given to small-scale units. Purchase preference, nevertheless, would be given to MSME registered with NSIC as per Govt. of India notification No.581 (E) dated 23.03.2012.

18. PREFERENCE TO MAKE IN INDIA

Preference to Make in India order'2017 would be governed as per OM No. 18(3)/2017-PPD dated 04.07.2017 issued by Ministry of Finance, Department of Expenditure along with DIPP OM No. P-45021/2/2017-B.E-II dated 15.06.2017.

19. Tender form will be uploaded on CWC website www.cewacor.nic.in & www.tenderhome.com and tenderer can download the same from the website. However tender documents/bid has to be submitted **only by post or in person within stipulated date & time**. The tender form/document can also be obtained in person free of cost from the Purchase Division of the Corporate Office, CWC, New Delhi.

Yours faithfully,

GROUP GENERAL MANAGER (PURCHASE)

GENERAL CONDITIONS OF CONTRACT

(I) DEFINITIONS AND INTERPRETATION

1. In the contract and the General and special conditions governing it, unless the context otherwise requires:
 - a) The term “Corporation” and the Central Warehousing Corporation, wherever occur shall mean the Central Warehousing Corporation established under Warehousing Corporation Act, 1962 will include its Managing Director and its successor or successors and assigns.
 - b) “Consignee” includes the Officer to whom the stores are required to be dispatched by rail, road, air or steamer.
 - c) The term “Contract” shall mean and include the notice inviting tender, the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexures and schedules, acceptance of the tender and such general and special conditions as may be added to it.
 - d) “Inspecting Officer” means officer(s) of Central Warehousing Corporation authorized for the purpose of inspection of the stores or work under the contract.
 - e) “Material” means anything used in the manufacture or fabrication of the stores.
 - f) “Stores” means the goods specified in the schedule, which the contractor has agreed to supply under the contract.
 - g) “Unit and Quantity” means the unit and quantity specified in the Schedule.
2. Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act 1872, or the General Clauses Act 1897 as the case may be, including latest amendments.

(II) PARTIES

(a) The parties to the contract are the contractor and the Central Warehousing Corporation having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016.

(b) Address of the contractor and notices and communications on behalf of the purchasers.

For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be the address to which all communications and notices addressed to the contractor shall be considered to be duly served if the same shall have been delivered, left, or posted by registered post, unless the contractor notifies a change by a separate letter sent by Registered post acknowledgement addressed to the Group General Manager (Purchase), Central Warehousing Corporation, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016.

(III) **AUTHORITY OF THE MANAGING DIRECTOR OR AN OFFICER ACTING ON BEHALF OF HIM**

For all purposes of the contract including arbitration proceedings there under, the Managing Director of the Corporation or any other officer authorized to act on his behalf shall be entitled to exercise all the rights and powers of the purchaser.

(IV) **RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT**

1. **Consignee's right of rejection:** Notwithstanding any approval which the Corporation may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspecting Officer or under the direction of the Inspecting Officer) it shall be lawful for the consignee on behalf of the purchaser to reject the stores or any part, portions or consignment thereof within a reasonable time after actual delivery there to him at the place of destination specified in the schedule if such store or part, portion or consignment thereof is not in all respect in conformity with the specifications whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.
2. **Subletting and assignment:** Save with the previous consent in writing of the Corporation the Contractor shall not in any manner sublet, transfer or assign the contract or any part thereof or interest therein whatsoever.
3. **Assistance to the Contractor:** The contractor shall be solely responsible to procure all the material required for the fulfilment of the contract.

(V) **LAPSE OF SECURITY DEPOSIT**

Security Deposits which are not claimed within **three years** from the date of last supply or date of completion of work in all respects or payment of balance amount of final bill, whichever is later, shall be treated as having irrecoverably lapsed/become time barred.

(VI) **DELIVERY**

1. The contractor shall deliver the Diaries in accordance with the conditions of contract at the time and the place and in the manner specified in the schedule
2. **Passing of Property:** Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee as the case may be, in accordance with the condition of the contract. In case where local delivery or free delivery at the specified destination is stipulated.
3. The purchaser shall not be liable to assist in securing or to arrange for or provide transport to the contractor.
4. **The time for or the date for delivery is the essence of the Contract:-** The time for or the date for delivery of the stores stipulated in the schedule is the essence of the contract and delivery must be completed not later than the time or date (s) as specified.
5. **Failures and termination:** If the contractor fails to deliver the Diaries or any instalment thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such period, the Corporation may without prejudice to the right of the purchaser to recover damages for breach of the contract may exercise either of the following options.

- 1) Recover from the contractor, such percentage not exceeding 10% of the total price of any Diaries which the contractor has failed to deliver within the period fixed for delivery in the schedule; or
- 2) Purchase or authorize the purchase elsewhere without notice to the contractor, on his account at the risk of the contractor, of the stores not so delivered or others of similar description (where stores exactly comply with particulars are in the opinion of the Corporation which shall be final not readily procurable) without cancelling the contract in respect of the instalments not yet due for delivery; or
- 3) Cancel the contract or a portion thereof and (i) purchase stores not delivered or others, of similar description (which stores exactly complying with particulars are not in the opinion of the Corporation, which shall be final, readily procurable) at the risk and cost of the contractor and where action was taken under sub-clause (ii) above and sub clause (iii) the contractor shall be liable for any loss which the purchaser may sustain on that account provided the purchase, or any agreement to purchase such is made in case of failure to deliver the stores within the period fixed for such delivery in such schedule, within in six months from the date of cancellation of the contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be necessary for the purchaser to serve a notice of such purchase on the contractor and claim difference between the contract price and the price prevailing at the time of breach of the contract.
- 4) Whenever any claim for the payment of a sum of money arises out of or under the contract against the contract, the Corporation shall be entitled to recover such sum by appropriating the whole or in a part the security deposited by the contractor. In the event of security being insufficient the balance shall become immediately recoverable from the contractor and till realization of such amount from the contractor, the Corporation shall have lien on all unpaid bills of the contractor whether relating to this or any other contract of the contractor with the Corporation and also on security deposit and earnest money relating to other contract.

(VII) INSPECTION AND REJECTION:

The vendor will be required to arrange supply of requisite Nos. of Diaries at the Corporate Office i.e. at Central Warehousing Corporation, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 and the inspection of the Diaries supplied at the Corporate Office will be carried out by the Inspection Officers at CO, New Delhi. The inspection will be carried out as per the specifications as stipulated under Appendix-III. The Inspecting Officer shall have the power:-

- (i) Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adopting of any unsatisfactory method of manufacture.
- (ii) To reject any stores submitted as not
- (iii) being in accordance with the particulars.
- (iv) To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- (v) **CONSEQUENCE OF REJECTION:** If on rejection of any of Diaries by consignee at the destination; the contractor fails to make satisfactory supplies within the stipulated period of delivery the Corporation shall be at liberty to: -

1. Allow the contractor to resubmit the Diaries in replacement of those rejected, within a specified time, the contractor bearing the cost of freight and other expenses in connection thereof, if any, on such replacement without being entitled to any extra payment on the account: or

2. Purchase the quantity of the Diaries rejected either of the same description or of similar description (when stores exactly complying with particulars are not in the opinion of the Corporation which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor liability as regard the supply of any further instalment due under the contract, or
3. Cancel the contract and (a) purchase the Diaries of the same description or of a similar description (when stores exactly complying with particulars are not in the opinion of the Corporation which shall be final, readily available) at the risk and cost of the contractor or (b) claim difference between the contract price or the price prevailing at or about the time of breach.
4. **Corporation Decision as to Rejection:** The Corporation decision as regards rejection shall be final and binding on the contractor.
5. The payment to the supplier will be released only after the confirmation of receipt of consignment in good condition and as per specification.

(VIII) PAYMENTS UNDER THE CONTRACT:

- I. Unless otherwise agreed upon between the parties, payments for delivery of the Diaries will be made on submission of bills to the Group General Manager (Purchase), CWC, CO, New Delhi.
- II. In compliance to CVC instructions, CWC is introducing E-Payment system for 3rd party payment with immediate effect. It is requested that following information/particulars may please be intimated at the earliest for enabling CWC to make E-Payment:
 1. Permanent Account Number (PAN No.).
 2. Bank Account Number of the Firm/Company.
 3. Name & Address of the Bank & Branch.
 4. I.F.S.C code Number of the Branch.
 5. RTGS Number.
 6. GST Number

The rates quoted are inclusive of all taxes except GST. GST shall be paid extra at applicable rates subject to submission of tax invoices as per rates under GST Law.

(IX) INDEMNITY:

The contractor shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark. Provided always that in the event of any claim in respect of alleged breach of the patent or registered designs of trade mark being made against the purchaser, the purchaser shall notify to the contractor the same and the contractor shall at his own expenses either settle any such disputes or conduct at his own expense any litigation that may arise there from.

(X) INSOLVENCY AND BREACH OF CONTRACT/BLACK LISTING

The Corporation may at any time by notice in writing summarily determine the contract without compensation to the contractor in any of the following events, that is to say: -

- (i) If the contractor, being an individual or if a firm, any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take proceedings for composition under any insolvency act for the time being in force or made any conveyance or assignment of his effects or into any arrangements of composition with his creditor or suspend payment or if the firm be dissolved under the partnership act; or
- (ii) If the contractor being company is wound up voluntarily or by the order of a Court or a Receiver Liquidator or Manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a receiver, liquidator or manager; or
- (iii) If the contractor commits any breach of the contract not herein specifically provided, and that such determination shall not prejudice any right of action or remedy, which shall otherwise be open to the purchaser.
- (iv) CWC reserves the right not to consider parties having any dispute resulting into any type of loss to the Corporation due to negligence etc. or failed to fulfil the contractual obligations during the last five years in order to protect its interest
- (v) The Corporation reserve the right to black list and/ or debar the vendor from future participation for a period up-to three years in the tender enquiry provided that:
 - 1) He fails to fulfil any contractual obligations.
 - 2) He gives false information and/or submits any fake document for acquiring the contract.
 - 3) Any penalty imposed by the Hon'ble Court of Law and/ or black listing/ /debarring by any other PSU/Govt./Semi-Govt. Agency.
 - 4) His overall conduct is not found satisfactory.
 - 5) Any irregularity noticed at any stage

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

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

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

The 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.

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

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

Subject as aforesaid the Arbitration & Conciliation Act 1996 shall apply to the Arbitration proceedings under this clause.

Appendix-III

Special conditions of Tender

1.	DESCRIPTION OF STORES	Printing & supply of CWC Diaries for the year 2019 strictly as per sample Diaries.
2.	QUANTITY	13000 Nos. Diaries (12000 ordinary + 1000 Executive). In case increase or decrease in quantity payment will be made on proportionate basis.
3.	SPECIFICATION	<p><u>Executive Diary as per sample:</u> - Printing material/ refill for dates, size etc. as per sample dairy to be strictly as per sample Diaries. There will be 8 leaves (+) 04 leaves both sides printing for CWC's information (excluding date pages).</p> <p>Refill will be having One date on each page/side except Saturdays & Sundays, which will be combined. One page of action plan for each month is to be printed. A ribbon is to be attached with binding as an indicator</p> <p><u>Ordinary Diary as per sample:</u> - Printing material/ refill for dates size as per sample dairy to be strictly as per sample Dairies. There will be 38 leaves (+) 04 leaves both sides printing for CWC's information (excluding date pages) like Personal memorandum, name & address of CWC offices & its officials, STD Code, Postal Information, Conversion table at the beginning and at the end of Diaries, having name, address & telephone Nos. as per sample Diary and as per instructions.</p> <p>Refill will be having two dates on each page/side except Saturdays & Sundays, which will be combined</p>
4.	NOTE	<ol style="list-style-type: none">1. The quality of paper will be 80 GSM and the printing, binding and cover of all the Diaries will be strictly as per sample Diary.2. The refill design and colour scheme for all the Diaries will be strictly as per sample diary/instructions in writing.3. The colour of cover and CWC logo, ISO Logo on Ordinary and Executive Diary 2019 along with (CENTRAL WAREHOUSING CORPORATION (A GOVT OF INDIA UNDERTAKING)) printing to be done on all the Diaries as per design approved by CWC.
5.	PACKING	Each Diary will be packed in white cartons of duplex board.
6.	PROOF READING AND DELIVERY OF FINISHED	The final responsibility for proof reading and correct printing of all the material supplied for printing will be that of the printer .The printer shall, however, furnish the first photo composed proof of the text in duplicate within 07 days from the date of handing over the text duly signed by the representative of the Corporation. All the corrections and additions/deletions made in the first proof shall be incorporated in the 2nd proof/dummy to be furnished immediately. The delivery of the finished Diaries should be completed within 20 days from the date of handing over the final proof /dummy. Time is the essence and no time extension will be given. Any delay may attract Liquidated Damage @ 2% per month of contract value.
7.	FIRM RATE ONLY BE QUOTED	Cost of printing & supply of Diaries complete in all respects as per sample inclusive of all charges for delivery at CWC, Corporate Office, August Kranti Marg, Hauz Khas, New Delhi-110016. Prices quoted are inclusive of all applicable taxes except GST. GST shall be paid extra at applicable rates subject to submission of tax invoice as per rules under GST Law.

8.	EARNEST MONEY	Earnest Money of Rs.40,000/- (Rupees Forty thousand only) may be submitted by Demand Draft/Pay Order in favour of Central Warehousing Corporation, New Delhi. Tender without requisite EMD Deposit shall be summarily rejected. EMD proof to be enclosed.	
9.	SECURITY DEPOSIT	<p>The successful tenderer shall be required to pay Security Deposit of Rs. 2,00,000/- (Rupees Two Lakh Only) subject to adjustment of EMD within seven days of the receipt of the supply order by DD/Pay Order from a Nationalized Bank in favour of Central Warehousing Corporation payable at New Delhi, failing which it be lawful for the Corporation to forfeit the Earnest Money and purchase the goods at the risk and cost of the successful tenderer.</p> <ol style="list-style-type: none"> 1. The security deposit furnished by tenderer shall carry no interest and would be subject to the condition that Corporation is not held responsible for any loss that may result from the failure of the Bank or from depreciation of the security or from any cause 2. If the successful tenderer has previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished. 	
10.	VALIDITY	The bid shall remain valid for acceptance by CWC for 120 days from the date of opening of tender.	
11.	PAYMENT	After Completion of supply of Diaries pre-receipted bill in duplicate along with copy of delivery challan, date of submission of the proof & date of receipt of the final proof from CWC may be submitted to Group General Manager (Pur.), Purchase Division, CWC, CO, New Delhi for arranging payment.	
12.	DETAILS OF E-PAYMENT	Bank Account number. of the firm.	
		Name and Address of the Bank & Branch.	
		I.F.S.C. code No. of the Branch.	
		R.T.G.S. No.	
		G.S.T No.	

I/We also agree to the all terms and conditions specified in the tender form and Appendix attached thereof.

(SIGNATURE OF TENDERER)

Date & address

Seal/stamp

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* of M/s. _____ located at _____

Do hereby solemnly affirm and declare as under: -

1. The company is a Micro/Small Enterprises 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 the 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 our whichever is not applicable.

Specimen of Agreement

The agreement made on this _____ day of _____, 2018 _____ between the Central Warehousing Corporation, 4/1, Siri Institutional Area, New Delhi established under Warehousing Corporations Act, 1962 (herein after called the 'Corporation') and M/s. _____ a* partnership firm, consisting of partner, namely (1) _____ (2) _____ / a company registered under the Indian Companies Act/individual carrying a business in the name and style of M/s. _____ (herein after called the Contractor) which term shall include, unless repugnant to the context, his heirs and legal representatives, executors/administrators and successors.

WHEREAS the Corporation being in requirement of _____ had invited tenders for the supply thereof vide tender No. _____ And

WHEREAS the rate/rates submitted by the Contractor in his/their/its letter dated _____ has/have been accepted by the Corporation, vide communication No. _____ dated _____.

It is hereby witnessh:

The terms and conditions incorporated in tender No. _____ form an integral part of this agreement and will be the sole repository of the terms and conditions governing the supply of _____ to be made by the contractor to the Corporation at the rates specified in the letter dated _____ of the Corporation, and the said letter of the Contractor is to be referred to only for the purpose of rates.

In witnesses whereof the parties have set their hands on the date herein before mentioned.

Witness (with full Address) Suppliers Address Signature _____

1.

2.

(Name & address of supplier)

Seal for and on behalf of CWC

*strike out whichever is not applicable.

Price SchedulePROFORMA OF PRICE FOR PRINTING & SUPPLY OF 13000 NOS. CWC DIARY 2019

S.No.	Description	Rate per Diary	Total Cost
1.	Printing and Supply of 1000 Nos. of Executive Diary	(in figures) Rs..... (in words)(Rupees.....)	(in figures) Rs..... (in words)(Rupees.....)
2.	Printing and Supply of 12000 Nos. of Ordinary Diary	(in figures) Rs..... (in words)(Rupees.....)	(in figures) Rs..... (in words)(Rupees.....)
3.	Rate of GST	_____ %	
	Amount of GST for 1000 nos. of Executive Diaries	(in figures) Rs..... (in words) (Rupees.....)	
	Amount of GST for 12000 nos. of Executive Diaries	(in figures) Rs..... (in words) (Rupees.....)	
4.	Grand Total Cost (1+2+3)		
	(in figure) Rs..... (in words) (Rupees.....)		

Remarks:

- ❖ The above rates shall include the expenditure on packing/transportation/delivery of the Diaries at CWC, Corporate Office, August Kranti Marg, Hauz Khas, New Delhi-110016. GST shall be paid extra at applicable rates subject to submission of tax invoice as per rules under GST Law.
- ❖ The grand total as at S. No. 4 above will be considered as rate offered for the purpose to decide L-1 rate.
- ❖ In case of difference in rate quoted in figures and words, the rate quoted in words will be accepted as offered rate.

- ❖ In case the Tender of any Tenderer is declared as disqualified, the rate tendered by such Tenderer will not be considered for the purpose to decide L1 rate.
- ❖ **It is certified that I/We have seen the specimen of the Diaries available in the purchase Division of the Corporate Office, Central Warehousing Corporation, New Delhi and understood the specifications and other requirements clearly.**
- ❖ I/We agree to abide by the terms and conditions as specified under instruction to tenderer/tenderers, Appendix-I to IV.

Dated: -----

(Signature of the Tenderer)

Name & Address of the Firm