

**NOT TRANSFERRABLE**  
**(ONE COPY OF TENDER SHALL BE RETAINED BY THE TENDERER)**

**Cost : Rs. 1180/-**  
(Inclusive of GST)

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

**INVITATION AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF AUCTIONEER FOR DISPOSAL OF LONG STANDING/UNCLEARED CARGO LYING AT ICD-PATPARGANJ, DELHI OR AT ANY OTHER LOCATION WITH IN THE JURISDICTION OF CWC, REGIONAL OFFICE, DELHI.**

Tender No. CWC/RO-DLI/Auctioneer/2018-19

Dated : 28.08.2018

Tender sold to M/s \_\_\_\_\_

Vide C.R. No. \_\_\_\_\_ Dated \_\_\_\_\_

- A. The details may be seen on [www.tenderhome.com](http://www.tenderhome.com) and seen/downloaded from CWC website [www.cewacor.nic.in](http://www.cewacor.nic.in)
- B. Last date for receipt of tender upto **1130 Hrs.** on **26.09.2018**.
- C. Tenders superscribed '**Technical Qualification**' only to be opened at Central Warehousing Corporation, Regional Office, SCOPE Minar, Core-3, 1st Floor, Laxmi Nagar Distt. Centre, Delhi-110092 at **1200 hrs.** on **26.09.2018**. The '**Rate Quotation**' will be opened on later date which will be informed individually to the tenderer who stands technically qualified.

**NOTE :** If the date fixed for opening of tenders is declared holiday, the tenders will be opened on the next working day following the holiday at the same time.

- D. Tender to remain open for acceptance up to and inclusive of **24.11.2018 (60 days)** and the same may be extended, if it is so required.



**NOTE:**

1. The Regional Manager, Central Warehousing Corporation, Regional Office, Delhi may at his sole discretion extend the validity of the tender by a fortnight and such extension shall be binding on the tenderer.
2. Tenders will be submitted either by Registered Post/Courier with acknowledgment due or in person. Tenders by fax/e-mail will not be considered. Tenders received after **1130 hrs.** on **26.09.2018** will not be considered.
3. The tenderer while signing the tender would be deemed to have read and understood all the conditions of the tender which will be binding on him.
4. The tenderer may visit the site to acquaint himself about the local conditions distance etc. and nature of work before submission of tender in his own interest.
5. All such tender documents downloaded from the website will be legally valid for participating in the tender inquiry upto its closure day/time. The cost of the tender form, Rs. 1180/- (Rupees One Thousand One Hundred Eighty only) has to be paid with such downloaded tender form in the form of Demand Draft payable in favour of Regional Manager, Central Warehousing Corporation, Delhi at the time of submission of tender.
6. The conditional tenders will be summarily rejected.
7. The Corporation reserve the right either to accept or reject any or all the tenders without assigning any reason thereof.

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## **TENDER DOCUMENT**

<b>SR.NO.</b>	<b>SUBJECT</b>	<b>PAGE NO.</b>
01	General Information & instructions	4 - 6
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## 1. General Information and Instructions:

### A. Eligibility Criteria:-

- (a) The tenderer must have a minimum of 3 years of experience in the business of conducting auction. Experience should be supported with documentary evidence. If the party has done auction for CWC in any Region, satisfactory service certificate from such Regions.
  - (b) The tenderer should have conducted auction of Long Standing Cargo at any CFS/ICD/MAJOR PORT/AIR CARGO COMPLEX/Govt. Department/Semi Govt./PSU.
  - (c) The tenderer should have earned average annual professional fee of Rs. **15 lakhs** for auctioning during preceding three financial years ( 2014-15, 2015-16 & 2016-17 ). Chartered Accountant certificate supporting the same must be furnished.
  - (d) Tenderer should have valid Goods & Service Tax registration.
  - (e) Tenderer is required to furnish Permanent Account Number (PAN).
2. The tenderer is required to furnish documentary evidence for the points mentioned above in eligibility criteria, failing which the offer shall be treated as invalid and summarily rejected.
  3. The Tenderer has to provide relevant documents establishing the fact that they are Partnership/Sole Proprietary Company i.e. partnership deed/certificate of incorporation/Memorandum of Association/Article of Association.

### B. SUBMISSION OF TENDER

1. Tenders shall be submitted in sealed cover addressed to the Regional Manager, Central Warehousing Corporation, Regional Office, Scope Minar, Core-3, 1st Floor, Laxmi Nagar Distt. Centre, Delhi -110092 should reach at the above mentioned address on or before **1130 hrs** on **26.09.2018**. The date of submission can be extended at the discretion of the Regional Manager.
2. Tender must be submitted in two separate envelopes viz **Envelope `A` (Technical Bid)** and **Envelope `B` (Financial Bid)** duly sealed.

### C Delivery of Tender

The tender (both envelop shall be submitted in double sealed cover, the inner envelop being super scribed tender for appointment for auctioneer for disposal of long standing/uncleared cargo lying at ICD, Patparganj, Delhi or any other location within the jurisdiction of CWC, Regional Office, Delhi. The outer cover should be addressed to RM, CWC, Core-3, 1<sup>st</sup> floor, Scope Minar, Laxmi Nagar District Centre, Delhi – 110092 and shall be deposited in the tender



box at the office of RM, CWC, Core-3, 1<sup>st</sup> floor, Scope Minar, Laxmi Nagar District Centre, Delhi – 110092 before the time specified for submission of tenders. Out station tenderers should send their tender by registered post with AD/Speed Post/Courier so as to reach the concerned office before the due date and time.

1. Envelope `A' which shall be opened first, shall contain the basic documents specified as under.
  - a) Details of experience along with authenticated documents as per eligibility criteria.
  - b) Earnest Money Deposit of Rs.10,000/- (Rupees Ten Thousand only) in the form of Bank Draft/ Pay Order in favour of Central Warehousing Corporation, payable at Delhi.
  - c) Any other relevant information/document which tenderer may consider appropriate including their expertise and experience.
  - d) Power of Attorney for person/s signing the tender.
  - e) The original tender document must be duly attested by the tenderer, with seal signed.

**Copies of all documents must be self attested by the tenderer.**

2. It may be clearly noted that in case tender submitted by tenderers not accompanied by all or any of the documents stated under para 1, or are found unsigned & not stamped, such tender will be summarily rejected by CWC.
3. **Envelope `B'** shall be opened only after scrutiny of the basic documents of **Envelope `A'** and shall contain only 'Schedule of Rates" indicating rates for service towards auctioning.
4. The rates should be written in figures and in words. Any overwriting, correction or insertion should be duly signed by the authorized signatories of the tenderer.
5. Tenderer should clearly indicate the name & address of their Firm/Company/Individual as the case may be, on both the envelopes and should clearly indicate "Tender for appointment of auctioneer" on the top of the envelopes.

#### **D. Opening of Tender**

1. The tender shall be opened at **1200 hrs** on **26.09.2018** in presence of the tenderers who may wish to remain present. If the date fixed for opening of tenders is declared as holiday, the tenders will be opened on the next working day following the holiday at the same time. Only the sealed cover super scribed "Technical Qualifications" will be opened at **1200 hrs** on **26.09.2018** for technical evaluation of the tender received. The date of opening of cover containing "**RATE QUOTATIONS**" shall be informed to only such tenders individually



who stand technically qualified. The rate quotation of unsuccessful tenderers would be returned unopened. The decision relating to technical qualification of the parties will rest with the Corporation and would not be called in to question.

2. The tenderer while signing the tender would be deemed to have read and understood all the condition of the tender which will be binding on him and he has to sign on each page of tender form duly sealed/stamped.

#### **E. CORRUPT PRACTICE**

Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the Corporation shall (In addition to criminal liabilities which the tenderer may incur) debar his tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable for rejection.

#### **F. ACCEPTANCE OF TENDER**

The RM, CWC, RO, Delhi Scope Minar, Laxmi Nagar District Centre, Delhi – 110092 for and on behalf of the Corporation reserves the right to reject any or all the tenders without assigning any reasons thereof and does not bind himself to accept the lowest or any other tender. When a tender is accepted the successful tender will be advised of the acceptance of his tender by a fax/e.mail as formal "Acceptance of tender". Where acceptance is communicated by fax/e.mail the formal acceptance of tender will be forwarded to the tenderer as soon as possible, but the fax/e.mail must be acted upon immediately. The successful tenderer shall execute the agreement (as per the format given at annexure – II), preceded by furnishing of prescribed security deposited with in a week time and take up the contract within 15 days (inclusive of original one week provided for agreement) from the date of acceptance of the tender by the Corporation of such later date as may be decided by the Corporation.

- G The Corporation reserve the right to invite only L-1 tenderer for negotiation/clarification by the RM, CWC, RO, Core-3, 1<sup>st</sup> floor, Scope Minar, Laxmi Nagar District Centre, Delhi – 110092.

#### **H. SITE VISITS**

The tenderers may in their interest familiarize themselves with local conditions and take them in to account in preparing their proposal. To obtain first hand information on the assignment and on the local condition they are encourage to pay a visit to ICD, Patparganj before submitting the bid. Once a tender is submitted by a tenderer, they shall be deemed to have fully acquainted themselves with the location of premises nature and condition of the work etc. and they shall be not entitled for any compensation arising out of any discrepancy whatsoever found later on.



## GENERAL CONDITIONS OF CONTRACT

### I. Period of Contract :

Period of contract shall be initially for two year from the date of commencement of contract. This can be extended for a further period of one year, in two spells of six months each on same rates, terms & conditions at the discretion of the Corporation.

### II. Earnest Money :

Each tender must be accompanied with an Earnest Money of **Rs. 10,000/- (Rupees ten thousand only)** in the form of DD issued by any Scheduled Bank payable at Delhi/New Delhi in favour of Central Warehousing Corporation. The tenders not accompanied by EMD shall summarily be rejected.

### III. Forfeiture of EMD :

The EMD shall be forfeited under following conditions :

- a) The tenderer withdraws his tender or modifies his offer in a manner unacceptable to CWC during the validity period of tender which is **60 (sixty) days** from the date of opening of tender.
- b) The tenderer have been notified of the acceptance of the tender during the validity of tender, refuse to undertake the work on award of the contract.
- c) The tenderer submits forged/tempered documents while participation in the tender. Further action as deemed fit by CWC may also be taken against such erring tenderer.

### IV) Refund of EMD :

- a) The amount of EMD shall be refundable to all unsuccessful tenderer after award of contract to successful tenderer.
- b) The EMD of successful tenderer shall be adjusted towards Security Deposit.

### V) Security Deposit :

- a) The successful tenderer whose tender is finally accepted must deposit a Security Deposit for fulfillment of the contract a sum of **Rs. 25,000/- (Rupees twenty five thousand only)** within 07 days from the date of acceptance. The security deposit will be through a DD from any Scheduled Bank drawn in favour of 'Central Warehousing Corporation' payable at Delhi/New Delhi. The EMD will be adjusted towards Security Deposit.
- b) In case the contractor withdraws his contract or does not perform as per contractual obligations, the Security Deposit is liable to be forfeited.



## VI) Acceptance to the Tender:

- I The tenderer is required to fill in the "Form of Tender" towards the acceptance of all the tender conditions mentioned therein the tender, failing which the tender shall be summarily rejected.
- ii Person or persons signing the tender shall state in what capacity he or they are signing the tender eg. as sole proprietor of a firm or as a Secretary/ Manager/Director etc. of a body corporate.
- iii The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall be his favour, stating that he has authority obtained for such other person or the firm as the case may be, in all matters pertaining to the contract including the Arbitration clause. If the person signing the tender fails to produce the said power of attorney, the tender shall be liable to be summarily rejected without prejudice to any other right of the CWC under the law. The "Power of Attorney" should be signed by all the partners in the case of partnership concern and by the proprietor in the case of proprietary concern and by the person who by his signature can bind the company in the case of limited company or a co-operative society. In the case of Hindu Undivided family the "Power of Attorney" should be signed by the Karta who, by his signature, can bind the firm.

## VII) Arbitration:

All disputes and differences arising out of or in any way touching or concerning this contract, whosoever (except as to any matter, the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the Corporation, that he had to deal with the matters to which the contract relates and that in the course of his duties as such employee of the Corporation he had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to the contract. It is a term of the 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 or resigning for any reason, the Managing Director, Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act or resigning 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 it 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 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 claims(s) of the contractor or of the Corporation under the contract shall be in writing and made within three months 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 contractor shall be deemed to have been





waived and absolutely barred and the Corporation shall be discharged and released of the liabilities under the contract.

It is further provided that the Arbitrator may from time to time and with the consent of the parties enlarge the time, for making and publishing the award.

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

The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator calls upon the parties to file their claim and defence statement. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The costs of arbitration shall be borne by the parties as per the decision of the Arbitrator.

The Arbitrator shall give separate award in respect of each dispute or differences referred to him and shall given reasons for his decision.

Subject as aforesaid the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this Clause.

#### **EXPLANATION:**

For the purpose of this clause, the expression "MANAGING DIRECTOR" shall include any officer for the time being performing the duties of the Managing Director of the Central Warehousing Corporation, New Delhi.

#### **VIII) Amendment of the tender documents:**

CWC reserves the rights to amend the tender documents if considered necessary with due intimation to respective tenderer prior to the last date of submission. CWC also reserves the right to extend the date of submission and opening of tender if considered necessary.

#### **IX) Rights of Corporation:**

- (i) CWC reserves the right to accept or reject any tender in part or in full without assigning any reason whatsoever.
- (ii) CWC reserves the right to relax the tender consider at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of the CWC and the trade.

#### **X) Signing of the Contract:**

The successful tenderers shall be required to execute an agreement with the CWC in the annexed Performa to tender documents within 07 days from the issue of Letter of Acceptance. In the event of failure on the part of successful tenderer to submit the Security Deposit or sign



the agreement, the EMD will be forfeited and the acceptance of the tender may be considered as cancelled.

**XI) Payment:**

All payments due to Tenderer for services rendered against this contract shall be made by cheque/ECS within **30 (Thirty) days** from the date of submission of bills after scrutiny, if found to be in order. Payment will be made after deduction of the Income Tax and any other dues as applicable at source.

**XII) Penalty:**

Any financial loss incurred by the CWC authority arising due to any procedural lapses on the part of the auctioneer shall be recovered by the CWC from the auctioneer.

**XIII) Termination of the Contract:**

During the currency of the contract, if the services of the successful tenderer are not found to be satisfactory, CWC reserves the right to terminate the contract with one month prior notice without payment of any compensation or whatsoever.

XIV) If the tenderer had undertaken the work of CWC in any Region, he should have performed satisfactorily in all such Regions.

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## **SCOPE OF WORK (AUCTIONING)**

1. The basic responsibility of the auctioneer is to conduct auction sale through tender-cum-e-auction process of long standing cargo containers under the provision of section 48 of Indian Customs Act read with Warehousing Corporation Act 1962 which are lying uncleared at ICD, Patparganj or other centers within the jurisdiction of CWC, RO, Delhi. The auctioneer will also be required to auction long standing time barred in various Custom Bonded Warehouses of Delhi Region. Conditions of auction sale will be prescribed by CWC. In all cases of Auction sale held on behalf of Regional Manager, CWC, RO, Delhi, the auctioneer shall perform following responsibilities for auction purpose.
  - A)
    - a) The auctioneer has to get the advertisement published at least in one national daily English Newspaper covering Delhi, Mumbai and other metro cities besides one Hindi and one English in Delhi at his own expenses. He may also advertise through Internet, e-mail or other modes of advertisement as well as other papers exclusively meant for tenders and auctions for ensuring wide publicity.
    - b) The auctioneer will be required to conduct Tender-cum-e-auction for long standing cargo as decided by the RM, CWC. However the Tender-cum-e-auction will be done by him on behalf of CWC through his own website for which the term & conditions will be finalized separately. Also other clauses relating to scope of work are applicable, if any, to e-auction also.
    - c) Before issue of bidder code to participate in e-auction to a bidder auctioneer has to verify his identity with authentic documents such as Photo, PAN Card, Voter Card, Driving Licence, Aadhar Card etc. along with the deposit of CMD as prescribed by the CWC and the same should be handover to the authorized officer of CWC before commencement / starting of e-auction.
  - B) Preparation of auction sale, catalogue with all the details of the cargo, print the same and distribute it to the bidders free of cost and to ensure that all the terms and conditions as stipulated for auction of cargo is provided to all bidders for their perusal.
  - C) Preparation of bid sheets with all details such as bidder's name, mode of participating, bid amount therein and name of highest bidder with bid amount and to ensure that it is signed by all concerned.
  - D) Furnishing all the relevant information timely to all concerned/ bidders through recorded sources such as e-mail, speed post etc. under intimation to authorized officers of CWC pertaining to the auction centre.
2. The auctioneer shall collect the **CMD** and hand-over the same to **CWC** on the same day or following day.



3. **CMD** receipt issued by auctioneer should contain the clause that the bidder has gone through the terms and conditions published in the sale list by the auctioneer and abide by all those terms and acceptance thereof the **CMD** is deposited.
4. Upon receipt of information of confirmation of sales, the auctioneer shall issue delivery order immediately to the CWC upon production of which the Manager-ICD, Patparganj will issue delivery order after recovery of balance amount with GST deliver the goods to the purchaser thereof after recovery of the warehouse rental charges and handling charges or such charges as may have been accrued.
5. The all expenses, printing & stationery and other contingent expenditure for conducting auction is to be borne by the auctioneer.
6. No commission will be payable by **CWC** to auctioneer on forfeited **EMD**.
  7. The auctioneer is liable to inform correct rate of **GST** on items sold through auction/tender-cum-auction. In case any short amount is collected from any bidder on a/c
  8. of GST, due to mistake of auctioneer, he will ensure that such amount is realized from the bidder.
8. In the event of any goods remaining unsold at auction or in the event of a bidder failing to pay the **Earnest Money** or the balance of the purchase price, the goods in auction will be resold in the subsequent auction. In such cases the auctioneer shall be entitled to receive his commission on the amount of sale proceeds released on resale (if any).

The auctioneer shall not purchase any of the lot himself or through his agents. Nor either directly or indirectly give or promise to give or permit to be given to any persons if any departments of the Trustees money or any gratuity fee or reward which might be considered to have reference to any matter or thing in any way connected with the performance of the contract. Nor shall be assign over the present contract or any part thereof or in any manner allow any other person or person to interfere in the management or performance thereof without the special sanction of the competent authority in writing first obtain thereto.

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**TECHNICAL BID**

**FORM OF TENDER**

Tenderers are required to fill up all the blank spaces in the form of tender.

To,

**The Regional Manager**

Central Warehousing Corporation  
Scope Minar, Core-3, 1st Floor,  
Laxmi Nagar Distt. Centre,  
DELHI-110092.

**Sub: Tender for conducting Auction & Auction of long standing containers / cargo on behalf of CWC.**

**Sir,**

Having examined all the terms and conditions of contract, the scope/description of work, we hereby offer to carry out the works mentioned in the scope of work in conformity with the terms and conditions of contract.

In the event of acceptance of our offer, we undertake to start the work within 03 days from the date of receipt of work order.

Our offer shall remain **valid for 60 (sixty) days** from the day of opening of tender which may be extended, if required.

Copies of documents for the points mentioned in eligibility criteria are enclosed.

Ours/mine is a partnership/joint/public limited/private limited/sole proprietary company and copy of memorandum of Association and articles of association/partnership deed/power of attorney etc. is enclosed.

A DD No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ towards EMD payable on \_\_\_\_\_ is enclosed.

I/We have already read the instructions as per the condition of the tender and agree to abide by those conditions un-conditionally.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signature of the Tenderer \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign Tenders for and on behalf of M/s. \_\_\_\_\_.

Address:

\_\_\_\_\_

Name of Witness	:	_____
Witness Signature	:	_____
Occupation of Witness	:	_____
Seal/stamp of the company	:	_____



## **FINANCIAL BID**

### **SCHEDULE OF RATES FOR CONDUCTING AUCTION**

The auctioneer is required to submit his offer/schedule of rates in the format given below:

#### **AUCTION:**

<b>Auction proceeds</b>	<b>Rate of commission in % ( in figure)</b>	<b>Rate of commission in % (in words)</b>
<b>Tender- cum-e-auction proceeds</b>		

#### **Note:**

- I) GST at prevalent rate will be paid separately and should not form part of quoted rates.
- II) In case of any variation in the rates in figures & words, the lower of the rate will be treated as valid.

**Signature of Tenderer  
Duly sealed/stamped with  
Name of the Tenderer with address**



**ANNEXURE-I**

**AGREEMENT**

The Central Warehousing Corporation having agreed to award the contract of Auctioning for the sale of uncleared LCL & FCL cargo from long standing containers/cargo lying at ICD, Patparganj, Delhi and Time Barred Bonds at any of the Custom Bonded Warehouses under the control of RO, Delhi under the provisions of Section 48 of the Custom Act, 1962 read Warehousing Corporation Act 1962 in response to the submission of Letter of Consent to the Regional Manager, Central Warehousing Corporation , Delhi.

I/We \_\_\_\_\_ am/are executing this agreement on \_\_\_\_\_ and hereby confirm that I/We have thoroughly examined and understood the terms and conditions and General conditions of sale communicated to me/us through your Letter No. \_\_\_\_\_ issued by the Regional Manager, Central Warehousing Corporation, Delhi for appointment of auctioneers for sale of uncleared cargo and agree to abide by them.

I/We am/are willing to undertake the said work consequent on the approval of the letter of consent submitted by me/us to the Regional Manager, Central Warehousing Corporation, Delhi at the rate mentioned in the enclosed annexure.

I/We assure the said Corporation that I/We will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. This agreement will remain in force for a period of **Two Year** with effect from the date of award i.e. \_\_\_\_\_ which will be extendable on same rates, terms & conditions for a further period of **One year**, in two spells of six months each at the option of the Corporation.

For M/s. \_\_\_\_\_

**Witness:**

- 1.
- 2.

for **CENTRAL WAREHOUSING CORPORATION**

**Witness:**

- 1.
- 2.

**REGIONAL MANAGER**