



केन्द्रीय भण्डारण निगम
(भारत सरकार का उपक्रम)

CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

जन जन के लिए भण्डारण –WAREHOUSING FOR EVERYONE



CWC CO CD0HnT/48/2020-Commercial

Date : 06.07.2021

Circular –205

Subject: Modifications/ Amendments in the Model Tender Document –Reg.

With the approval of Competent Authority, the existing **Clause XIX** (i.e Arbitration) **has been modified /updated** as Clause XIX: Dispute resolution with its sub clauses with the following changes/amendments which is reproduced below at **point no.1. Further** changes which are reproduced below **at point no.2** have been amended in the Model Tender Document.

1.Clause XIX: Disputes Resolution

XIX (A) Amicable Resolution:

(i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in **sub-clause (ii) below.**

(ii) A Joint Committee with equal number of representative (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s.....the (Name of the ABC) shall be constituted for the administration of agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.

The Joint Committee comprising three authorized representatives including concerned Regional Manager of CWC and equal number of authorized representatives of M/s..... (name of the ABC) concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle-free operation so long as the overall structure of this agreement does not change.

In the event of any Dispute between the Parties, other Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the ABC or such persons nominated by them, for the time being for amicable settlement. Upon such reference, the said two persons shall meet not later than 7 days of the date or such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 days of such meeting between the said two persons, either party may refer the dispute to arbitration.

XIX (B) Arbitration:

All disputes and differences **which are not resolved by Amicable Resolution, as mentioned above,** 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. The award of such arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred transfer is unable to act for any reason, the Central Warehousing Corporation at the time of such 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 **parties**, 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, counterclaim if any.

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 as amended from time to time** shall apply to the Arbitration proceedings under this clause.


2.

Page no.	Existing Clause	Amended clause
Page. No. 13 of 82	<u>3.(A)MINIMUMELIGIBILITY CRITERIA, point 3 (b)</u> Tenderer's contract should not have been terminated by CWC/FCI during the last 3 years as on the last date of submission of bid.	<u>3.(A)MINIMUMELIGIBILITY CRITERIA, point 3 (b)</u> Tenderer's contract should not have been terminated by CWC/FCI during the last Five years as on the last date of submission of bid.
Page no. 17 of 82	4. Disqualification conditions –Point (b) Tenderers contract should not have been terminated by CWC/FCI during the last 3 years as on last date of submission of bid.	4. Disqualification conditions –Point (b) Tenderers contract should not have been terminated by CWC/FCI during the last Five years as on last date of submission of bid.

Page no. 58 of 82 Appendix-II-point no. 2	Whether your or any of the partner of the partnership firm's contract was terminated before expiry in last three years of Contract period by CWC, FCI during the last three years as on the last date of submission of bid?	Whether your or any of the partner of the partnership firm's contract was terminated before expiry in last Five years of Contract period by CWC, FCI during the last Five years as on the last date of submission of bid?
Page no. 59 of 82	<u>DISQUALIFICATION CONDITIONS, point (b)</u> Any tenderer whose contract with the CWC, FCI has been terminated before the expiry of contract period at any point of time during last three years from the last date of the submission of the bid will be ineligible.	<u>DISQUALIFICATION CONDITIONS, point (b)</u> Any tenderer whose contract with the CWC, FCI has been terminated before the expiry of contract period at any point of time during last Five years from the last date of the submission of the bid will be ineligible.

The above amendments /changes are to be used for appointment of H&T Contractor henceforth, the soft copy of the Model Tender Document incorporating the above changes is being uploaded on the website for future reference.

You are requested to go through the Model Tender Document and any discrepancy may please be reported by 12.07.2021.


Digitally signed by
SAMUEL PRAVEEN KUMAR
Date: 2021.07.06 17:38:55
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(Samuel Praveen Kumar)
General Manager(Commercial)

To,

RM, CWC, RO: Ahmedabad/ Bangalore/ Bhopal/ Chandigarh/ Chennai/ Delhi /Guwahati/ Hyderabad/ Jaipur/ Kolkata/ Kochi/ Lucknow/ Mumbai/ Patna.

Copy to:

1. The PS to MD, CWC, CO, New Delhi
2. The PS to Director (M&CP) CWC, CO, New Delhi
3. The PS to Director (Pers.) CWC, CO, New Delhi
4. The GGM (System) CWC, CO, New Delhi: with a request to upload the soft copy of the Model Tender Document on website.
5. All HODs, CWC, CO, New Delhi
6. Master File