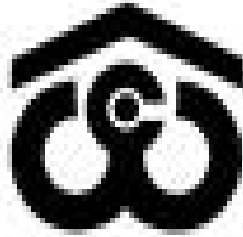


**CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)**

REGIONAL OFFICE : AHMEDABAD



**E-TENDER DOCUMENT FOR ON SITE FACILITIES MANAGEMENT OF APPLICATION
SOFTWARE AT INLAND CONTAINER DEPOT, DASHRATH [BARODA]**

DATE FOR DOWNLOADING TENDER FORM : **09.10.2020 TO 29.10.2020**
LAST DATE FOR ONLINE SUBMISSION : UPTO 1330 HRS ON
OF TENDER **30.10.2020**
DATE OF OPENING [TECHNICAL BID] : AT 1400 HRS ON **30.10.2020**

REGIONAL OFFICE : Mahalaxmi Char Rasta, Opp. Unnati Vidyalaya, Paldi, Ahmedabad – 380007

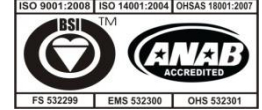
Phone No. 079 – 2658 2065 / 2658 0451 Fax : 079 – 2658 0236 Tele Fax 26582542

E-mail : rmahd@cewacor.nic.in Web site : www.cewacor.nic.in



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

Regional Office : Mahalaxmi Char Rasta, Opp: Unnati Vidhyalaya, Paldi,
Ahmedabad-380 007 - Phone : 079 – 26582065 / 26580451
FAX : 2658 0236 – Tele Fax : 26582542
E-Mail : rmahd.cwhc@nic.in : Website : www.cewacor.nic.in



CWC/RO-Ahd/Apl.Software/ICD-Dashrath/2020/XII

Date : 09/10/2020

E-NOTICE INVITING TENDER

Tenders are invited from the working / interested parties for the work of **On Site Facilities Management of Application Software** at Inland Container Depot, Dashrath [Baroda] for a period **of 01 Year** extendable by further **01 Years** or part thereof on the same rates, terms and conditions at the option of the Corporation.

Central Warehousing Corporation, a premier Warehousing Agency in India, established during 1957 providing logistics support to the agricultural sector, is one of the biggest public warehouse operators in the country offering logistics services to a diverse group of client .CWC is operating 415 Warehouses across the country with a storage capacity of 101.44 lakh Metric Tones providing warehousing services for a wide range of products ranging from agricultural produce to sophisticated industrial products. Warehousing activities of CWC include food grain warehouses, industrial warehousing, custom bonded warehouses, container freight stations, inland Container depots and air cargo complexes. Apart from storage and handling, CWC also offers services in the area of clearing & forwarding, handling & transportations, procurement & distribution, disinfestations services, fumigation services and other ancillary activities.

Scope of work	On Site Facilities Management of Application Software at Inland Container Depot, Dashrath [Baroda] for a period of 01 Years extendable by further 01 Years or part thereof on the same rates, terms and conditions at the option of the Corporation	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on website: www.cwceprocure.com , www.cewacor.nic.in , www.tenderhome.com and www.eprocure.gov.in	
Tender type	Open	
Schedule of E-Tender	Document downloading date and time	09.10.2020 from 10.00 Hrs. to 29.10.2020 up to 23.59 Hrs.
	Last date and time of online bid submission	30.10.2020 up to 1330 Hrs.
	Date and time of online technical bid opening	At 1400 Hrs. on 30.10.2020
	Date and time of online price bid opening	Will be intimate later on

Bid validity period	90 days and further extendable by 30 days from the date opening of technical bid.
Period of contract	01 Year extendable by further 01 Year or part thereof on the same rates, terms and conditions at the option of the Corporation
Cost of tender	Rs.1180/- inclusive of GST @ 18% to be paid through e-payment gateway to Central Warehousing Corporation, Regional office, Ahmedabad upto 23.59 Hrs. of 29.10.2020 as per details given below under EMD column. In case of e-payment proof scanned copy of payment containing UTR no. to be uploaded with the technical bid.
Processing fee of tender document	Rs.750/-Plus applicable GST through e-payment gateway i.e.. www.cwceprocure.com (before uploading the tender) by each tenderer and proof of e-payment to be uploaded with the technical bid before 15:00 Hrs. of 29.10.2020.
Capacity of the Warehouse	37876 MT
Estimated value of contract	Rs.13,68,000.00
EMD	Rs.28,000(Rs. Twenty Eight Thousand only)to be paid through e-payment gateway to Central Warehousing Corporation, Regional office, Ahmedabad upto 13:30Hrs. of 30.10.2020 and proof of e-payment to be uploaded with the technical bid
Security Deposit	Rs.69,000/- (Rs. Sixty Nine Thousand Only)

NOTE:-

- [1] 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.
- [2] If any tender is withdrawn or modified or any change is made by the tenderer during the period of validity of the tender before its acceptance, the Earnest Money Deposit of such tenderer shall stand forfeited and the tender summarily be rejected.
- [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 and he has to sign on each page of tender.
- [4] The tenderer may visit the site to acquaint himself about the local conditions, nature of work to be undertaken and distances etc.

- [5] If the date up to which tender is open for acceptance happens to be a holiday the tender will be deemed to remain open for acceptance till the next following working day.
- [6] Conditional tenders will be summarily rejected.
- [7] The Corporation reserves the right either to accept or reject any or all the tenders without assigning any reason thereof.
- [8] The Corporation will make no Advance payments.
- [9] Tenders giving insufficient particulars are liable to be rejected.

NOTE AND OTHER DETAILS:-

If any bidder wishes to participate in the Corporation tenders bidder has to register their firm in our website www.cwceprocure.com for online e-tendering in consultation with our service provider. The name of contact person is Mr. Sunil Patel (Mobile No.97148 81992).

- [A] Bidder must upload scanned copies of requisite documents 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 shall be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.
- [B] Bidders who wish to participate in the e-tendering will have to procure valid digital certificate 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.
- [C] **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.cwceprocure.com, www.cewacor.nic.in & www.tenderhome.com**
- [D] **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 any clarification to be submitted within specified period of time

and in case of failure of tenderer to give clarification his technical bid is liable to be rejected.

INFORMATION FOR ONLINE PARTICIPATION AND GENERAL CONDITIONS:-

- [E] 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, www.tenderhome.com
- [F] 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
- [G] The digital signature certificate is normally issued within two working days. The interested bidders are requested to apply for the same well in advance.
- [H] In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
- [I] Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid and Excel format only.
- [J] After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.
- [K] The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- [L] 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.
- [M] 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.
- [N] Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).

- [O] The Regional Manager,CWC,RO,Ahmedabad may at his discretion, extend the ninety (90) days validity to further by 30(Thirty) days and such extension shall be binding on the tenderers. .

**REGIONAL MANAGER
CENTRAL WAREHOUSING CORPORATION
REGIONAL OFFICE, AHMEDABAD**

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF CONTRACTOR FOR PROVIDING ON SITE FACILITIES MANAGEMENT OF APPLICATION SOFTWARE AT INLAND CONTAINER DEPOT, DASHRATH [BARODA].

- [1] Last date for downloading tender form upto 23:59 hours on 29.10.2020
- [2] Last date for on line submission of e-tender is upto 1330 hours on 30.10.2020
- [3] E-tender [Technical Bid] to be opened at 1400 hours on 30.10.2020 at the Office of the Regional Manager, Central Warehousing Corporation, Regional Office, Mahalaxmi Char Rasta, Opp. Unnati Vidyalaya, Paldi, Ahmedabad 380007.

.REERED

NOTE: 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.

- [1] Tender to remain open for acceptance for 90 days inclusive of the date of Tender opening (Technical bid). The Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad at his sole discretion may extend the validity of the tender for further by 30 days and such extension shall be binding on the tenderer.

From:

Regional Manager

Central Warehousing Corporation
Regional Office
Mahalaxmi Char Rasta
Opp. Unnati Vidyalaya
Paldi
Ahmedabad 380 007

To

M/s _____

Dear Sirs,

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation), Regional Manager, Mahalaxmi Char Rasta, Opp. Unnati Vidyalaya, Paldi, Ahmedabad 380 007 invites Online E-tenders under two bid system for undertaking the work of **On Site Facilities Management of Application Software [Import / Export]**, as detailed in the terms and conditions of the contract enclosed, at Inland Container Depot, Central Warehousing Corporation, Dashrath [Baroda] and at its extension. The tenders will be submitted online up to 1330 Hrs. on **30.10.2020**.

GENERAL INFORMATION & INSTRUCTIONS**[A] PLACE OF OPERATION:**

The Inland Container Depot, Central Warehousing Corporation, Dashrath [Baroda] shall function in the area specially earmarked for the purpose, comprising covered and open space and place of operation will include the existing Inland Container Depot Complex and any extension thereof in the premises or elsewhere up to the distance of 30 Km. under its administrative control as designated.

[B] The instructions to be followed for submitting the tender are set out below:-
REGISTREDREGISTERED

[a] SIGNING OF TENDER:-

- [1] Person or persons signing the tender shall state in what capacity he/she or 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 the case of partnership firm, the names 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, including the Arbitration Clause. The original or an attested copy of the partnership deed shall be furnished along with the tender. In case of a limited company (a) the name of the Directors shall be mentioned and (b) it shall be certified that the person signing the tender is empowered to do so on behalf of the company. A copy of Memorandum and Articles of Association of the Company shall be attached with the tender. In case of Hindu Undivided Family, the names of the family members should be disclosed and the Karta who can bind the family should sign the form and indicate his status below his signature.
- [2] 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 responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind 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 so signing the tender fails to produce the said power of attorney, his tender shall be liable to be summarily rejected without prejudice to any other rights of the Corporation under the law. The 'Power Of Attorney` should be signed by all the partners in the case of partnership concern, 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 a limited company or a Co-Operative Society. In case of Hindu Undivided Family the Karta, who by his signature, can bind the firm, should sign the 'power of attorney`. The successful tenderer shall ensure that the necessary documents authorizing the person who has signed to bind his firm or the company have been filed or registered with public debt office.

[C] EARNEST MONEY:-

Each tender must be accompanied by an EMD of Rs.28,000/-(Rupees Twenty Eight Thousand only) to be paid through e-payment gateway to Central Warehousing Corporation, Regional office, Ahmedabad and proof of e-payment to be uploaded with the technical bid. Tenders not accompanied by EMD shall be liable to be summarily rejected. The Earnest Money shall be forfeited if the tenderer, after submitting his tender, resiles from or modifies his offer and / or the terms and conditions thereof in any manner before its acceptance, it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money would 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 any other rights and remedies of the Corporation under the contract and law.

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. 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.

The Earnest Money Deposit in respect of those tenderers who are not taken as qualified on the basis of "TECHNICAL QUALIFICATION" will be returned immediately after the short listing of technically qualified tenderers. The Earnest Money will be returned to all unsuccessful tenderers immediately, after decision on tenders and award of contract to successful tenderer. No interest shall be payable on the amount of Earnest Money in any case.

The Earnest Money shall be forfeited if the tenderer submits false, dubious, forged or tampered documents.

[D] DOCUMENTS TO BE SUBMITTED BY THE TENDER:

The tenderer has to furnish the following documents.

- [1] Tender Fee of Rs. 1,000 (Rs. One Thousand Only) plus 18% GST extra to be paid through e-payment to Central Warehousing Corporation, Regional Office, Ahmedabad.
- [2] Earnest Money Deposit of Rs. 28,000/- in the prescribed manner.
- [3] Proof of e-payment in respect of tender processing fee.
- [4] Constitution of firm

- [5] Self-Attested copies of the Articles of Association and MOA in r/o Company

and by laws in case of Cooperative Societies/Partnership deed in case of Partnership Firm and Notarized Affidavit in case of sole Proprietorship.

- [6] Self-Certified copy of PAN
- [7] Copy of GST Registration in the name of tenderer.
- [8] A self-certificate that the tenderer is not black listed by any Commissionerate of Indian Customs / Major Port Trust/ CFS/ICD or Central / Local Govt., and is not debarred from participation in the tender process.
- (9) MSME Document (if applicable)
- (10) Experience Certificate showing proven experience in the trade of facility management at a Container Freight Station / ICD for a period of at least preceding five (05) years.
- (11) The annual gross turnover of the Company showing a minimum of Rs 3.5 Lakhs for the last three financial years duly Certified by a Chartered Accountancy firm & duly audited balance sheet of Profit /Loss account of preceding three financial years.
- (12) Audited Balance Sheets & Profit Loss of preceding three FYs
- (13) Copy of EPF registration.
- (14) Power of attorney duly executed in his favour authorizing him to sign the tender document in case the tenderer is not a sole proprietary concern. Consortium /JV (joint venture) strictly not allowed. [Board Resolution is to be attached if the tenderer is Private Limited Company.]
- (15) Organizational structure to be made available for carrying out the work at ICD, Dashrath [Baroda] and the name of the officer/programmer, if any being attached for this job.
- (16) Copy of Registration certificate under shops and establishment act.
- [17] Pre Contract Integrity Pact.

QUALIFYING CRITERIA

- [1] **Experience:** The Tenderer must have a proven experience in the trade of facility management at a Container Freight Station / ICD for a period of five years.

The tenderer should have completed in the last five financial years at least one similar single work for a minimum value of Rs.6,00,000/- or above for each year within the qualifying period will only be considered.

The **tenderer must have** five years' experience of projects involving application

software developed in Oracle Developer 2000 / Internet Development suit with allied tools Forms & Reports using backend Oracle 8i database and server operating system as SCO Unix/Linux at a Container Freight Station / ICD. The certificate to this effect should be in original or attested certificate from employer as well as audited balance sheet duly certified by the chartered accountant.

NOTE

- [1] **Clarification of Tender Documents:** A prospective tenderer requiring any clarification of tender documents may notify in writing at the Corporation mailing address indicated in the Tender Notice. The Corporation will respond in writing to any request for clarification of the tender documents received by him not later than 10 days prior to the deadline for submission of tenderers prescribed by the Corporation. Written copies of the Corporation response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders who have purchased the tender documents.
- [2] Any clarification required by the tenderer in this regard shall be informed to them. But CWC will not be in a position to give any reply for the query raised by the tenderer when the date for sale of tender is remaining for 2-3 days CWC shall display the reply to the important query raised by the tenderer on web-site.
- [3] **Amendment to Tender:** Corporation reserves the right to make revisions or amendments to the tender documents prior to the closing date of the bid. Such revisions or amendments shall be announced by an addendum or addenda. Copies of such addenda, which may be issued, shall be furnished to those who have purchase the bid documents from Corporation. The revisions / addenda shall be published in website also. Those tenderers, who have downloaded the tender documents from website, have to take note of such revisions from the web site. If the revision and the amendments made thereof are of a nature which shall require a substantial change in the quantity or bid prices or both, the date set for the bid opening may be extended by such number of days as shall enable the tenderers to revise their bids. In such case, the addendum shall include an announcement of the new closing date set for the submission of bids.
- [4] SUBMISSION OF FALSE, DUBIOUS, FORGED OR TAMPERED DOCUMENTS BY THE TENDERERS SHALL LEAD TO THE DISQUALIFICATION OF THE TENDERER & ACTION AS DEEMED FIT (INCLUDING FORFEITURE OF EMD) BY THE CORPORATION SHALL BE TAKEN AGAINST SUCH ERRING TENDERER.
- [5] Consortium /JV (joint venture) strictly not allowed.

[E] SUBMISSION OF TENDER:-

The Tenders shall be submitted in online system only along with documentary evidence and various documents as are listed above and required to be furnished with tender. Tenders not accompanied by all the scheduled enclosures intact duly filled in and signed shall be liable for rejection.

[F] DELIVERY OF TENDER:-

- [i] The tender, tender cost, EMD shall be submitted only online e-tender system.
- [ii] The tender form shall be filled in by the tenderer neatly and accurately. Any erasure, interpolation or overwriting will render the tender invalid. However, alteration neatly carried out and duly attested over the full signature of the tenderer is permitted.

[G] OPENING OF TENDERS:-

Only TECHNICAL BID will be opened at 1400 hrs on **30.10.2020** for technical evaluation of the e-tenders received. The date of opening of the 'RATE BID' shall be informed to only such tenderers individually who stand technically qualified. The decision relating to technical qualifications of the parties will rest with the Corporation and would not be called in to question.

[H] SEEKING CLARIFICATIONS & MISSING DOCUMENTS FROM THE BIDDER ON THE TECHNICAL BID

- [i] CWC may seek any specific clarifications to meet the tender requirement during the technical evaluation stage of bid.
- [ii] If there are conditions attached to any financial proposal/bid, which shall have bearing on the total cost, the Financial Evaluation Committee shall reject any such proposal(s) as non-responsive. However, if the Committee feels it as necessary to seek clarification on any financial proposal(s) regarding taxes, duties or any such matter, CWC may invite response(s).
- [iii] Following procedure shall be adopted to seek clarifications / missing document(s) on point (i) and (ii) above:
 1. To avoid either unfairness to potential bidders or the impression of unfairness to any bidder, these clarifications to be obtained from all the bidders by calling the clarifications from all the bidders at the same time, giving them reasonable time period i.e. not exceeding more than 15 days and opening the responses (clarifications) received from all the bidders at the same time.
 2. The bidder has the option to respond or not to respond to these queries.
 3. If the bidder fails to respond, within the stipulated time period or the clarification submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the clarification and the bid will be summarily rejected.
 4. The request for clarification shall be in writing and no change in quoted prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

The required clarification and missing documents must be uploaded within specified time.

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.

[I] 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 some of the essential conditions like payment terms, warranty clause, liquidated damages clause, dispute resolution mechanism etc. (having significant bearing on the cost / performance / utility of the required items) incorporated in the bid document.

[J] 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 any criminal liability 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.

[K] The Central Warehousing Corporation reserves the right to ignore the tenderer who is in the same line of business i.e. competing with the Corporation.

[L] ACCEPTANCE OF TENDER:-

The Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad 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 tenderer will be advised of the acceptance of his tender by a letter / Fax / E-mail, as formal 'Acceptance of Tender'. Where acceptance is communicated by telegram/fax/E-mail the formal acceptance of tender will

be forwarded to the tenderer, as soon as possible, but the telegram/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 deposit within a week time and take up the contract within Fifteen days [Inclusive of original one week provided for agreement] from the date of acceptance of the tender by the Corporation or such later date as may be decided by the Corporation.

[M] The Corporation reserves the right to invite only L1 tenderers for negotiation / clarification by the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad, and / or to the Corporate Office, New Delhi at their expense. The Corporation reserves the right to award the work for all items of schedule of operation or any one/few of them by dropping the rest of items of schedule of operations for which rates are called for herein. The decision of the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad, shall be final and binding on the tenderer.

[N] SITE VISITS:

The tenderers must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, they are encouraged to pay a visit to ICD-Dashrath [Baroda] 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 not be entitled to any compensation arising out of any discrepancy, whatsoever, found later on.

REGIONAL MANAGER

ANNEXURE

TERMS AND CONDITIONS GOVERNING THE CONTRACT OF “**ON SITE FACILITIES MANAGEMENT OF APPLICATION SOFTWARE**” AT CENTRAL WAREHOUSING CORPORATION, INLAND CONTAINER DEPOT COMPLEX, DASHRATH [BARODA]

[I] DEFINITIONS:-

- [i] 'ON SITE FACILITIES MANAGEMENT OF APPLICATION SOFTWARE' shall mean Complete Maintenance of Developed Application Software.
- [ii] 'INLAND CONTAINER DEPOT' would mean any developed area presently designated for keeping containers/cargo at ICD complex at Dashrath [Baroda] including any other area or extension thereof which may be added later to the complex, as per the directions of the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad or any other officer authorized on his behalf.
- [iii] 'CONTAINER YARD' shall mean any developed / designated area in ICD DASHRATH [BARODA] or any extension thereof for keeping containers or as presently / to be specified by the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad or any other officer authorized on his behalf.
- [iv] The term 'CONTRACT' shall mean and include the invitation to tender, incorporating also the instructions to tenderers, the tender, its Annexures, appendices and schedules, acceptance of tender and such general and special conditions as may be added to it.
- [v] The term 'CONTRACTOR' shall mean and include the person, firm or a body incorporated with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.
- [vi] The term 'CONTRACT RATES' shall mean the rates of payment accepted by the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad, for and on behalf of the CORPORATION.
- [vii] The term 'CORPORATION' or 'CENTRAL WAREHOUSING CORPORATION' wherever occurs shall mean the CENTRAL WAREHOUSING CORPORATION established under WAREHOUSING CORPORATION ACT 1962 and shall include its administrators, successors and assigns. It will also be called CWC.
- [viii] 'MANAGER' shall mean the Manager, Central Warehousing Corporation, ICD, Dashrath [Baroda] or Officer In-charge of the ICD.

- [ix] 'REGIONAL MANAGER' shall mean the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad.
- [x] 'MANAGING DIRECTOR' shall mean the Managing Director of Central Warehousing Corporation.
- [xi] 'SERVICES' shall mean the performance of any of the items of work enumerated in schedule of services including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad or any person authorized by him on his/corporation behalf.

[II] OBJECT OF THE CONTRACT:-

The contractors shall render all or any of the services given in clause XX and schedule of operations as and when necessary and as directed from time to time by the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad / Manager, Central Warehousing Corporation, INLAND CONTAINER DEPOT, DASHRATH [BARODA] or any officer acting on his behalf, together with such additional auxiliary and incidental duties, services and operations as may be indicated by the Manager, Central Warehousing Corporation, INLAND CONTAINER DEPOT, DASHRATH [BARODA] or an officer acting on his behalf and are not inconsistent with these terms and conditions.

[III] PARTIES OF THE CONTRACT:-

- [a] The parties of the contract are the contractor & Central Warehousing Corporation represented by the Regional Manager and/or any other person authorized & acting on his behalf.
- [b] The person signing the tender or any other documents forming part of the tender, on behalf of any other person or a firm, shall be deemed to warrant that he has authority to bind such other person or the firm as the case may be, in such matters pertaining to the contract including the arbitration clause. If, on enquiry, it is found that the person concerned has no such authority, the Central Warehousing Corporation represented through the Regional Manager, Ahmedabad may without prejudice to other civil and criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.
- [c] Notices or any other action to be taken on behalf of the Central Warehousing Corporation may be given / taken by Regional Manager, Ahmedabad or any other officer so authorized and acting on his behalf.

[IV] CONSTITUTION OF CONTRACTORS:-

- [a] Contractor shall at the time of submission of tender declare, whether they are sole proprietary concern or registered partnership firm or private limited company or a body corporate incorporated in India or Hindu Undivided Family. The Composition of the partnership, names of Directors of companies and name of the Karta of Hindu Undivided Family shall also be indicated. The contractors shall also nominate a person(s) in whose hands the management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the Contractor(s) in respect of the contract and whose act shall be binding on the contractors.
- [b] The contractors shall not, during the currency of the contract, make, without the prior approval of the Corporation any changes in the constitution of the firm. The contractors shall notify to the Corporation the death / resignation of the partners / Directors immediately on the occurrence of such an event. In the absence of receipt of such notice / approval the Corporation shall have the right to terminate the contract as soon as it comes to know of it.

[V] SUBLETTING:-

The contractor shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of the Corporation. In the event of the contractor contravening this condition, the Corporation shall be entitled to place the contract elsewhere on the contractor's account and at their risk and cost and the contractor shall be liable for any loss or damage which the Corporation may sustain in consequence or arising out of such replacing of the contract.

[VI] RELATIONSHIP WITH THIRD PARTIES:-

All transactions between the contractor and third parties who are in no way connected with the work of **ON SITE FACILITIES MANAGEMENT OF APPLICATION SOFTWARE** at the Central Warehousing Corporation, INLAND CONTAINER DEPOT, DASHRATH [BARODA] shall be carried out as between two principals without reference in any event to the Corporation. The contractor shall also undertake to make third parties fully aware of the position aforesaid. (It should not be done if it pertains to work in Central Warehousing Corporation, INLAND CLERANCE DEPOT, DASHRATH [BARODA] at the container yard or any other designated yard.

[VII] LIABILITY FOR LABOUR AND/OR PERSONNEL ENGAGED BY THE CONTRACTOR:-

- [a] All labour and/or personnel employed by the contractor shall be engaged by them as their own employees/workmen in all respects implied or expressed.
- [b] The responsibility to comply with the provisions of the various labour laws of the country such as Factories Act, 1948, Payment of Wages Act of 1936, Workmen's compensation Act 1923, Employees Provident Fund Act, 1952, Maternity Benefit Act 1961, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Equal Remuneration Act 1976,ESI Act, 1948,Minimum Wages Act, 1948 or any other Act, to the extent they are applicable to their establishment / workmen, will be solely that of the contractor. The Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad on behalf of Central Warehousing Corporation in the capacity of principal employer will have every right to demand that the wages shall be disbursed to the workmen / employees of the contractor in the presence of their representative.
- [c] The Corporation shall be fully indemnified by the contractor against all the payments, claims and liabilities, whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of the above said Acts or similar other enactments of the country as they are at present or as they would stand modified from time to time, to the extent they are applicable to the establishment/work in the Corporation
- [d] The Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad have the right to deduct from bills any money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the condition of the contract for the benefit or believed to be for the benefit of the workers, non payment of wages or of deduction made from his or their wages, which are not authorized or justified by the terms of the contract or non-observance of the Act, Rules, Regulations and or by way of fulfillment of any obligation on the part of the contractors for strict observance of the provisions of the aforesaid laws.
- [e] The Manager, Central Warehousing Corporation, INLAND CLERANCE DEPOT, DASHRATH [BARODA] shall allow the contractor, his agents, representatives or employees to enter into the premises of Central Warehousing Corporation, Inland Container Depot, DASHRATH [BARODA] for the sole purpose of rendering the said services for Central Warehousing Corporation. The contractor shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment and property by his agents, representatives or employees while rendering the said services. However, it is clarified that the employees of contractor shall be deployed in the operational areas only. The contractor's employees without assigned job shall, under no circumstances, enter the Central Warehousing Corporation, INLAND CLERANCE DEPOT, DASHRATH [BARODA] premises.

- [f] The contractor shall give his employees neat and clean uniforms for summer and winter seasons at no extra charges to Central Warehousing Corporation and ensure that all his employees are always in neat and clean and wear properly washed and ironed uniforms, while on duty. All the employees shall invariably have their name tags attached to their labels for easy recognition. The laminated nametags with photographs should be signed by the contractor and got countersigned by the Manager, Central Warehousing Corporation, Inland Container Depot, Dashrath [Baroda] or any other officer nominated for this purpose. In case the contractor fails to comply with the provisions under this clause, The Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad will be free to do the needful at their risk & cost and recover the amount from the contractor.
- [g] Full details about the names, addresses, both local and permanent and three copies of their photographs shall be furnished to Manager, Central Warehousing Corporation, INLAND CONTAINER DEPOT, Dashrath [Baroda] or his authorized representative. They will also be provided with necessary photo identity cards by the contractor duly verified by Manager, Central Warehousing Corporation, INLAND CONTAINER DEPOT, DASHRATH [BARODA] as well as the concerned ICD / Port / yard authorities for regulating their entry in the ICD / Port / Yard premises for the bonafide purposes connected with this work.
- [h] In case the Manager, Central Warehousing Corporation, Inland Container Depot, Dashrath [Baroda] demands the contractor for removal of any of his employees, the contractor shall do so forthwith. The decision of the Manager, Central Warehousing Corporation, Inland Container Depot, Dashrath shall be final and binding on the contractor and the Corporation shall in no way be liable for any consequences for which the contractor will be fully responsible.
- [i] The contractor shall not employ any person / labourer below the age of 18 years. The contractor shall indemnify the Corporation from and against all claims and penalties which may be suffered by the Corporation or any person employed by him by reason of any default on the part of the contractor to observe and/or in the performance of the provisions of Employment of Children Act XXVI of 1938 or any re-enactment or modification of the same.
- [j] Under Rule 30(1) of the Workmen Compensation Rules 1924, action will have to be taken by the CWC as Principal Employer immediately on receipt of the notice of application for compensation on behalf of workmen or his legal heirs to inform the Labour Commissioner that Central Warehousing Corporation, intends to claim indemnification from the contractor and get a notice of the claim served on him at once. Thereafter it is for the Commissioner under Rule 39(5), if he awards any compensation to record a finding whether the contractor is or is not liable to

indemnify the Principal. Once such finding is obtained by the CWC in its favour, the provisions of the contract in the aforesaid revised clause VII (a) can be invoked by CWC to adjust/set off such amount against any amounts due to the contractor by the Corporation on any other account. It needs no mention that such adjustment can be done only after determination by the Labour Commissioner of the liability of the contractor to indemnify the CWC. Once the Labour Commissioner has passed his order under Section 12(2) determining the liability of the contractor, and the CWC's entitlement to be indemnified by the Contractor in respect of compensation the CWC can set off and adjust any amount of the contractor lying in its hands. If however, no amounts are available for such adjustment, the corporation can invoke the provisions of Section 31 of the Act and approach the Commissioner to recover the amount due to Corporation from the contractor. There will be no need to file a separate Civil Suit against the contractor for such recovery.

[k] The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Fund Act 1952 and the scheme framed there under, in respect of the labour employed by him. The contractor shall submit by the 5th & 20th of every month to the Manager a statement showing in respect of the second half of the preceding month and the first half of current month respectively.

[1] The number of labourers employed by him

[2] Their working hours

[3] The wages paid to them

[4] The accidents, that occurred during the said fortnight showing the circumstances under which they occurred and the extent of damage and injury caused by them and

[5] The number of female workers who have been allowed Maternity Benefit and the amount paid to them.

[l] In every case in which by virtue of the provisions of sub-section (1) of Section 12 of the Workmen's Compensation Act 1923, the Corporation is obliged to pay compensation to a workman employed by the contractor in execution of the contract, the Corporation will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the Corporation under sub-section (2) of Section 12 of the said Act. The Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the contractor whether under this contract or otherwise.

[m] In every case in which by virtue of the provisions of the contract Labour (Regulation and Abolition) Act and the contract Labour (Regulation and Abolition) Rules, the Corporation is obliged to pay any amount of wages to a workman employed by the contractor in execution of a contract, or to incur any expenditure in providing welfare

and or health amenities required to be provided under the above said Act and Rules or under Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Warehousing Corporation contractors, the Corporation will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of the Corporation under sub-section (2) of Section 20 and sub-section (4) of section 21 of the Contract Labour (Regulation and Abolition) Act. The Corporation shall also be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the contractor, whether under this agreement or otherwise.

- [n] The Corporation shall not be bound to contest any claims made against it under Contract Labour (Regulation and Abolition) Act or Workmen's Compensation Act or any other similar Act in respect of contract labour. The contractor shall be liable for all consequences in this regard.
- [o] The contractor, where required shall obtain a valid licence under the Contract Labour (R&A) Act 1970, and the Contract Labour (R&A) Rules before the commencement of the work and shall continue to have a valid licence until the completion of the contract.
- [p] The contractor shall pay to the labourers employed by him either directly or through sub contractors, wages not less than the "fair" wages, if any, of the "minimum rates of wages" if any notified by the Government of the state in which the work is carried out or as per the provisions of the Contract Labour (R&A) Act and the contract labour (R&A) Rules, wherever applicable. Besides the contractor shall also be responsible to provide all basic facilities as envisaged under Section 16 to 19 of the Contract Labour (R&A) Act 1970.
- [q] In complying with the said enactment or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with the labour regulation/enactment made by the State Government / Central Government from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deduction unauthorized made, maintenance of wage book or wage slip publication of the scale of wages and other terms of employment inspection and submission of periodical returns and all other matters of like nature.
- [r] Notwithstanding the fact, whether the said legislation/enactment or any statutory modification thereof, are applicable or not to the employees/workers employed by the contractor who shall pay the following to them.

[1] PAYMENT OF WAGES TO WORKERS:-

The contractor shall pay, not less than minimum wages, to the workers engaged by them on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the rate(s) notified by appropriate authority from time to time. The contractor shall maintain necessary records and registers like wage book / slip, unpaid wages and Fines and Deductions etc., giving the relevant particulars.

[2] WEEKLY OFF:-

The contractors shall allow or cause to be allowed to the workers directly or indirectly employed in the work, one day's rest for six days continuous work and pay wages at the same rate as for duty.

[3] ATTENDANCE ALLOWANCE:-

The contractor shall pay attendance allowance at prescribed rate per day to the regular workers generally employed by him on piece rate or time rate basis when such worker reports for on the day/shift but is not booked or given work for the day/shift.

Aforesaid wage/benefits at clause VII (1) to (4) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The Regional Manager shall have the right to deduct from money due to the contractor, any sum required for making good the loss suffered by the worker or workers by reasons of non-fulfillment of the condition of the contract for the benefit of workers, non payment of wages, or of deductions made from his or other wages which are not justified or non observations of the regulations enactment mentioned in clause VII-1 (j) to VII (m).The contractor shall also maintain all such record as required under relevant provisions of various acts as stated at VII-1 (j) to VII (m) & shall make available such records & returns as may be prescribed and/or demanded for inspection by the authority concern & to the Regional Manager, CWC, Regional Office, Ahmedabad or any officer authorized by him or acting on his behalf.

[VIII] BRIBES, COMMISSION, CORRUPT GIFTS ETC.:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or any one or more of their partners/Directors, agents or servants or any one else on their behalf to any officer, servant, representative or agent of the Corporation or any person on his or their behalf for showing forbearing, favour or disfavour to any person in relation to the contract, shall subject the contractor to the cancellation of this contract or any other contract with the Corporation and also to payment of any loss or damage if any resulting from such cancellation.

[IX] PERIOD OF CONTRACTs:- The contractor shall take up the complete maintenance of Developed application software and shall provide **On Site Facilities Management on the Application Software for a Period of 01 Year** from the date of joining which covers bug fixing and generation of adhoc MIS report from the available Data as and when required.

The Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad reserves the right to terminate the contract at any time during its currency of the contract, without assigning any reason thereof, by giving thirty days notice in writing to the contractor at their last known place of residence / business and the contractor shall not be entitled to any compensation by reason of such termination. The action of the Regional Manager, CWC, Regional Office, Ahmedabad under this clause shall be final, conclusive and binding on the contractor and shall not be called into question.

EXTENSION

On completion of Facility Management period the CWC shall be free either to continue with the contractor by extending the arrangements for another **01Year** or to part ways with the contractor after giving one month advance notice and engage another agency as may be decided by it. The payment for the extension period shall be released as per approved rate only.

[X] SUMMARY TERMINATION:

CWC may terminate the contract by giving thirty (30) days notice in writing to the contractor without providing any reason.

CWC may forthwith on giving notice in writing to the contractor terminate this contract;

- [a] In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Regional Manager, Ahmedabad shall be at liberty to terminate the contract, forthwith, without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the contractor and to claim from the contractor any resultant loss sustained or costs incurred.
- [b] The Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad shall also have, without prejudice to other rights and remedies, the right in the event of breach by the contractor of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the contractor and /or forfeit

the security deposit or any other part thereof for the sums due to any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractors' negligence or unworkman-like performance of any of the services under the contract.

- [c] In the event of any termination or expiration of this agreement however caused, the Corporation shall conduct a thorough inspection of the system together with the contractor or its nominated contractor to fully ascertain the condition of the system at the date of such termination or expiration and sign a mutually agreed certificate in response of the findings of such inspection. If any of the following discovered;
- [1] any obligation of the contractor under this agreement, which remains undischarged.
 - [2] any defect malfunction or error in the software, which was rectified in a manner, which would render future maintenance efforts more costly, inconvenient or cumbersome;
- [d] In the event CWC terminates the contract in whole or in part, pursuant, CWC may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the contractor shall be liable to CWC for any excess costs for such similar goods or services. However, the contractor shall continue the performance of the contract to the extent not terminated.
- [e] CWC, by written notice sent to the contractor, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination be for CWC's convenience, the extent to which performance of the contractor under the contract is terminated, and the date upon which such termination becomes effective.
- [f] **BLACKLISTING:** The non-performing and defaulting contractor shall be blacklisted and shall be suspended / banned from participating in all the CWC Tender inquiries for a period up to five years. The decision of the Managing Director shall be final and binding in this regard.
- [g] **Force Majeure** – The contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of CWC either in its sovereign or contractual

capacity, wars or revaluations, fires, floods, epidemics, quarantine restrictions and freight embargoes.

In a Force Majeure situation arises, the contractor shall promptly notify CWC in writing of such conditions and the cause thereof. Unless otherwise directed by CWC in writing, contractor shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The party unable to fulfill its obligations due to Force Majeure will immediately.

- [1] notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure;
- [2] use all responsible endeavors to avoid or remove the cause and perform its obligations.

[XI] SECURITY DEPOSIT:

- [i] The successful tenderer shall furnish, within a week of acceptance of his tender, security deposit of **Rs.69,000/-** (Rupees **Sixty Nine Thousand** only) failing which the contract shall be liable to be cancelled at his risk and cost and also subject to such other remedies as may be available to the Corporation under the terms of the contract. The contractor at his option may deposit 50% of the prescribed security at the time of award of the contract and the balance 50% may be paid by deductions from his admitted bills at the rate of 10%. The security deposit shall be deposited in favour of the Regional Manager, CWC, RO, Ahmedabad in the form of Demand Draft/NEFT/RTGS issued by scheduled bank only. The earnest money deposit of the successful tenderer can be adjusted against the security deposit.
- [ii] The security deposit will be refunded to the contractor on due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract, compliance of various provisions of labour laws, EPF Act, Contract labour (Regulation & Abolition) Act, ESI Act and submission of clear 'NO DEMAND CERTIFICATE' both by the Manager, Central Warehousing Corporation, INLAND CONTAINER DEPOT, DASHRATH [BARODA] and the contractor, subject to such deductions from the security as may be necessary for making up the Corporation's claim against the contractor.
- [iii] It is also made clear that no interest is payable on the amount of security deposit or any other amount withheld for any reason lying with CWC in any form under the contract.

- [iv] In the event of termination of the contract envisaged in clause-X, the Regional Manager, CWC, Regional Office, Ahmedabad shall have the right to forfeit the entire or part of the amount of security deposit, deposited by the contractor or to appropriate the security deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the corporation. The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final & binding on the contractors.
- [v] In the event of the security deposit being found insufficient or if the same has been wholly forfeited, as the case may be the balance of the total sum recoverable shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand the remaining balance due.
- [vi] Whenever the Security Deposit falls short of the specific amount, the contractor shall make good the deficit so that the total amount of Security Deposit shall not at any time be less than the specific amount. The decision of the Regional Manager, Central Warehousing Corporation, Ahmedabad as to the amount determined for deduction from the security deposit will be final and binding on the contractor.
- [vii] 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.
- [viii] The Regional Manager, Central Warehousing Corporation, Ahmedabad may at his discretion, increase the amount of security deposit mentioned at (a) above up to 25% at any time during the currency of the contract. The decision of the Regional Manager, Central Warehousing Corporation, Ahmedabad in this regard shall be final and binding on the contractor and shall not be called into question.

[XII] SET OFF:-

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Corporation and set off against any claim of the Corporation for the payment of any sum of money arising out of this or under any other contract made by the contractor with the Corporation.

[XIII] ACCOUNTS (BOOK EXAMINATION):-

All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspection, audit and counter signatures by the Manager, Central Warehousing Corporation, Inland Container Depot, Dashrath [Baroda] or an officer acting on his behalf including the accounts and audit officers. The contractor shall be responsible to produce the same at such time and place as may be directed by the Manager, Central Warehousing Corporation, Inland Container Depot, Dashrath [Baroda] an officer acting on his behalf.

[XIV] REMUNERATION:-

The contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by the Corporation. The contractor shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations. In the absence of any agreement being reached on the rates for such additional services, the decision of the Managing Director, Central Warehousing Corporation, New Delhi or Competent Authority acting on his behalf or authorized by him will be final and binding in this regard and non-settlement of the rates for additional services will not confer a right upon the contractor to refuse to carry out or render such services.

[XV] PAYMENT:-

[a] Payment will be made by the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad on submission of bills in duplicate duly supported by work certificate issued by the Manager (ICD) or an officer authorized by him only after completion of work. No advance payment will be released. The payment shall be made through E-Payment system for which the contractor shall provide the following details immediately after commencement of contract:

- [i] Bank Account Number,
- [ii] Name of Bank
- [iii] RTGs code bank (IFSC code)

[b] The contractor should submit all his bills not later than two months from the date of expiry of the contract so that the refund of security deposit may be speeded up.

[c] Income tax as applicable from time to time as per the Income Tax Act will be deducted from the bills. In case the contractor is exempted from deduction of Income Tax, then he is required to produce a certificate from the Income Tax Authority indicating clearly that no tax at source be deducted from the contractor against the said contract. Such a certificate shall have to be obtained at the commencement of each Financial Year.

NOTES:-

- [1] The Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad, may at his discretion(s) make an 'on account' payment to the extent of 75% of the value of work done in case where the bills have been received at RO after the satisfactory performance of the service provided in the contract.
- [2] The rates quoted by the tenderer and accepted by the Corporation and incorporated in the contract agreement shall remain applicable during the period of the contract.
- [3] The Corporation shall not be liable for payment of any interest on any bill outstanding for payment for any reasons, whatsoever.

[XVI] LAWS GOVERNING THE CONTRACT:-

The contract will be governed by the laws of the country in force from time to time.

[XVII] AGREEMENT:-

The successful tenderer shall execute a formal agreement with the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad in the form appended as Annexure-II on a non-judicial stamp paper of appropriate value.

LICENCE:-

The tenderer shall obtain such permits and licenses as may be required under any law in force for the time being for his business.

EXECUTION OF WORK

All the work shall be executed in strict conformity to the provisions of the contract document. The tenderer shall be responsible for ensuring that the work throughout are executed in the most substantial, proper and workmanlike manner with the specification to entire satisfaction of Corporation.

The tenderer shall take all precautionary measures in order to ensure protection of his own personnel moving about or working on the ICD Dashrath [Baroda] premises and shall have to conform to the rules and regulations of Corporation.

The tenderer shall not employ men below the age of 18 years. The bonded labour system (abolition) would apply to the present contract. The tenderer shall duly observe the provision.

The tenderer shall place and keep on the works at all times efficient and competent staff to give necessary directions to his workman and to see that they execute their work in sound and proper manner.

The tenderer shall be fully responsible for all acts of omission / commissions of the workers engaged by him and shall indemnify the Corporation against any and all losses and expenses caused thereby.

The decision of the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad would be final in case of any dispute and also no claim of any reasons shall be entertained.

The tenderer will provide all necessary safety equipments to the workers engaged by them for carrying out the work in ICD-Dashrath [Baroda] entirely at their cost and in case the tenderer fails to provide the same to them for any mishap, the tenderer shall be solely and fully responsible.

The tenderer shall be responsible for payment of wages/salary or any other payments to their workmen and Corporation will not be responsible for the same and will not entertain any claim from the workmen of the tenderer.

All personnel employed by the tenderer shall be engaged by him as his own employees / workmen in all respects implied or expressed. If the **REGIONAL MANAGER, CENTRAL WAREHOUSING CORPORATION, RO, AHMEDABAD** is not satisfied with the work of any person engaged by the tenderer or whose antecedents are doubtful, the tenderer shall not employ such person for any work relating to this contract.

[XIX] 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 arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defence 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.

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.

**REGIONAL MANAGER
CENTRAL WAREHOUSING CORPORATION
REGIONAL OFFICE, AHMEDABAD**

[XX] SERVICES TO BE RENDERED BY THE CONTRACTOR:-

The contractor shall take up the work of Maintenance of Application Software considering the following aspects.

Module for Gate Transactions (Container/Cargo) Import/ Export / Bond Operation

[A] JOB ORDER: CHA/Shipping Agents/User requests CWC for issuance of Job order with following documents:

[a] Import Loaded Container Movement: A job order is issued to the HTC for carrying import container from RCT / GWP to ICD, Dashrath [Baroda] on the basis of a request letter from CHA/Shipping Agents/ Importers for movement of Import Loaded Container from GWP/ RCT(CONCOR) to ICD, Dashrath [Baroda] alongwith a copy of OBL, Insurance document/ Undertaking

[b] Empty Container Movement: Request from CHA/Shipping Agents/Exporter alongwith form-13 or similar documents issued by the Shipping Line for movement of Empty Container from GWP/RCT(CONCOR) /Designated yard to ICD.

[c] Empty/Loaded Container Movement of FS/FD : Request from CHA/Exporter/ Importer alongwith Delivery Order issued by the Shipping Agent

[B] CONTAINER IN-OUT TRANSACTION:

[a] Import Container Receipt: On the Basis of EIR, SMTP and or Sealed Envelop of Customs.

[b] Export Loaded Container Out: On the basis of CWC Job Order, Forwarding Note of CWC, Sealed Envelop of Customs and EIR

[c] Empty Container IN-OUT : On the basis of Job Order, Gate Pass, EIR or similar document.

[d] Loaded (FS/FD) Container IN-OUT: On the basis of Job Order, Gate Pass, EIR or similar document. In case of F/s the CHA / Exporter having the DO letter from the shipping line of allotment of container in their name for factory stuffing, on the request of concerned CHA / Exporter the job order is issued to the H&T contractor to send the container at factory for stuffing and carrying back to ICD for customs CONTAINER / export and further movement to RCT / GWP.

[C] CARGO IN-OUT TRANSACTION:

[a] Cargo Entry: Cargo meant for export brought by CHA / Exporter with the permission of Customs / Shipping Bill / Check list or similar document issued by CWC, allowed to enter from the gate for carting by the Export Incharge

[b] Cargo Delivery : On the basis of Cargo/Container Gate Pass issued by CWC.

[1] MODULE: JOB ORDER

- [1] Issuance of Job Order for Import Loaded/Empty Container Movement
- [2] Entry of Job Order
- [3] Container Updation at Gate.
- [4] Container History at Gate.

[2] MODULE:CONTAINER RECEIPT:

Container Entry:

- [i] S/No.
- [ii] Date & Time
- [iii] ICD Code
- [iv] Trailer No.
- [v] Container No. & Size
- [vi] Type of Container: Loaded / Empty
- [vii] Shipping Agent vii) Name of CHA/ Exporter/Importer
- [viii] Source
- [ix] Condition of Container
- [x] Seal Nos (if loaded)
- [xi] Insurance by CWC/Party (Import loaded)
- [xii] Location Container only)

[3] MODULE:CONTAINER DESPATCH:

Container Out:

- [i] S/No.
- [ii] Date & Time
- [iii] ICD Code
- [iv] Trailer No.
- [v] Container No. & Size
- [vi] Type of Container: Loaded/Empty
- [vii] Shipping Agent
- [viii] Name of CHA/ Exporter/Importer
- [ix] Destination
- [x] Condition of Container
- [xi] Seal Nos (if loaded) xii) Gate Pass/JO No.

[4] MODULE: CARGO IN-OUT :**[1] Cargo Entry:**

- [i] S/No.
- [ii] Date & Time
- [iii] Truck No.
- [iv] GR/LR No.
- [v] Declared Unit/Pckg
- [vi] Check List/ S-bill No. & date
- [vii] Exporter/CHA
- [viii] Unit actually received in Godown/Yard
- [ix] Location
- [x] condition of goods received

[2] Cargo Delivery :

- [i] S/No.
- [ii] Date & Time
- [iii] Truck No.
- [iv] Gate Pass No.
- [v] Unit/Pckg
- [vi] BOE No. & date
- [vii] Importer/CHA
- [viii] Remark

[D] Modules for Import operation

- [1] Generation of a landing certificate issued by CWC and counter signed by the customs to be sent to GWP Customs.

SMTP i.e. Sub Manifest Transit Permit furnished with all details provided to ICD by the concerned CHA / Shipping Line and the same are sent to Customs for further process. After that CHA / Importer approach ICD with the DO of concerned Shipping Line permitting them for Seal cutting / Customs Examination / destuffing and a letter from Importer / CHA declaring self insurance by Party / or by CWC.

- [2] Seal cutting allow by CWC and Customs.
- [3] Destuffing of LCL / examination of FCL container & preparation of destuffing / examination sheet, showing Location of cargo / container, area occupied.
- [4] Seal closing entry / Locking Entry CHA / Importer approach ICD authority with copy of Out of Charge BOE and delivery order of shipping line to deliver the goods.
- [5] Assessment entry / Payment sheet

- [6] IGM Details Received from Customs.
- [7] Payment/receipt entry or PD Account debit./ Payment Sheet Generation/ Cancellation
- [8] Issue slip generation / Cancellation
- [9] Gate pass printing
- [10] Finally out entry at gate [Cargo Delivery or Loaded Container Delivery]
- [11] Import Cargo out entry at gate
- [12] Godown Wise Cargo Delivery Details
- [13] Shed Balance Updation

D-1. Reports: for every transaction

- [1] Job order issued report
- [2] Container arrival Report – Through road [GWP / rail [RCT]
- [3] Seal cutting allow report
- [4] Seal closing report / Locking Report
- [5] Assessment report / Payment sheet
- [6] Destuffing report
- [7] Cargo in stock report
- [8] Payment report / Cash Receipt-wise Report
- [9] Cash Book
- [10] Daily PD activity report
- [11] Issue slip report
- [12] Gate pass report

- [13] Container out report
- [14] Container balance in ICD report
- [15] Stock position of Import Cargo, Export Cargo & Bonded Cargo
- [16] S/line /CHA/Importer wise daily activity report
- [17] Inventory report for cargo and containers
- [18] Enquiry container / OBL wise
- [19] Daily valuation Report of Import Cargo, containers specifying the value plus duty covered by CWC or self insurance by party.

D-2. Container Reports/Register:

- [1] Import Containers Movement Daily/Weekly/Monthly Register

D-3. Cargo Reports/Register:

- [1] Import Cargo In
- [2] Import Cargo going out
- [3] Import Cargo Stock Register
- [4] Import Un-cleared / LSC Cargo lying at ICD Dashrath [Baroda] (godown wise)

[E] Modules for Export operation.

E-1 Reports/Register:

- [1] Export Cargo Carting Entry
 - [a] Sl.No.
 - [b] Date
 - [c] Truck No.

- [d] Shipping Bill No.
 - [e] Name of CHA / Exporter
 - [f] Name of cargo
 - [g] No. of package
 - [h] Weight [STW]
 - [i] FOB
 - [j] Location
 - [k] Area occupied
 - [l] Insurance by CWC/Party A request letter of CHA / Exporter alongwith DO letter for allotment of container by the Shipping line in the name of CHA / Exporter for stuffing of export cargo.
- [2] Stuffing request permission by CWC and Customs, Stuffing of Container –Sealing of container by customs / shipping line Preparation of stuffing sheet
- [3] Container Stuffing Report (In Order of Stuffing Date)
- [4] Export Factory stuffed container in CHA / Exporter approach ICD authority with copy of Let Export Shipping Bill to move the export container to GWP / RCT. A movement order prepared by CWC addressed to the Customs seeking permission. After getting permission a forwarding letter enclosing therewith the customs sealed cover which is handed over to the HTC for transportation of export loaded container to RCT / GWP.
- [5] Assessment entry / Payment sheet
- [6] Payment/receipt entry or PD debit
- [7] Job Order for export stuffed container movement plus preparation of forwarding note
- [8] Container Daily Out Report (Out Date wise)
- [9] Back to town of 'Shut out' cargo as per request of CHA / Exporter after getting necessary permission from the Customs. Preparation of Gate Pass.

E-2 Cargo Reports/Register:

- [1] Cargo Daily in Report. (In order of In date)
- [2] Cargo stuffing Register
- [3] Excess Cargo (Back to Town) Daily Report. (In order of Out Date).
- [4] Cargo Stock Register.
- [5] Cargo Shifting Report (S/L Shifting/Shed Shifting)
- [6] Container movement Register (S.Line / CHA / Exporter Wise [13] Consolidated/Refer Container; Releasing Date Wise)
- [7] Container Master Register (In Date Wise Complete Life Cycle of Container)
- [8] Statement of Empty Container (S/L Wise for A/C sec.) Monthly
- [9] Statement of Refer Container (S./L Wise for A/C sec.) Monthly Report
- [10] Statement of Export Loaded container out – Through Rail [RCT]/ Road [GWP]
- [11] Daly valuation report of export cargo / containers specifying the value of cargo / container covered by CWC or self insurance by party.

[F] ACCOUNT ACTIVITIES

- [1] Preparation of Cash Receipt /Tax Invoice/E-invoice
- [2] Cash Book
- [3] PD Account

[G] H & T

- [1] Preparation of Work Slip

[H] REPORTS / QUARRIES:

The software should be able to provide replace to any reports / quarries and generate any time periodical report / quarries as may be required by the Manager from time to time.

[I] MASTER MODULE

- [1] Master Entry of Ship bill
- [2] Gate Entry/ Cancellation
- [3] Shed/ Carting Entry
- [4] Stuffing Entry
- [5] Exporter Entry/ Importer Entry
- [6] CHA Entry
- [7] SLA Entry
- [8] Commodity Entry
- [9] Pod Entry
- [10] Import/ Export Godown Entry
- [11] International Trade Code Entry
- [12] Type of packages Entry.
- [13] List of Holidays Entry
- [14] Receiving of Job Order Details from TKD/LONI/ Others.
- [15] Receiving of Import Container Details from Loni/ TKD/ Others.
- [16] Landing Certificate of Container received from Mumbai/JNP/Others.
- [17] Country Entry
- [18] Shifting Entry
- [19] Btt Entry
- [20] Reworking Module
- [21] Movement Module
- [22] Removement/Hold Module
- [23] Pd Statement
- [24] Cont Receipts Entry
- [25] Cont. Shifting Entry from one SLA to another
- [26] Economy Report Data Entry/ Economy Report.
- [27] Monthly Performance Report.
- [28] IGM Payment Entry.
- [29] Cargo Shifting Payment Entry.
- [30] Container Shifting Charges.
- [31] Misc. Charges Entry
- [32] Master Charges Entry
- [33] Amendment of Shipping Bill and Carting with Serial Number/ Shipping Bill Query.
- [34] Stuffing amendment
- [35] Misc Receipt
- [36] Payment Details of Cheque/ Payment Details of Container
- [37] Container In

- [38] Container Out
- [39] Cut Off Entry
- [40] Container Stuffing Report
- [41] Cargo Carting Report
- [42] Movement Report
- [43] Daily Billing Report
- [44] Out Standing Report
- [45] Import Container THC Collection Report.
- [46] Fumigation charges Report.
- [47] Partywise Billing
- [48] Bill Adjustment Module
- [49] PD Book Summary/ Cash Book Summary/ Challan Book summary/ Receipts Printing.
- [50] Core Data, PDA Balance Transfer.

J. Modules for Bonded Reports:

- a. Application form from the CHA / Importer requesting for bonded space alongwith copy of BL, Invoice, packing list and MS DS details in case of chemicals.
- b. Space availability certificate issued to the CHA / Importer.
- c. Collection of two week storage charges for the area as booked / reserved by the CHA / Importer.
- d. Deposit application format, In-bond letter / BOE
- e. Payment sheet format
- f. Delivery order format, Ex-Bond BOE
- [1] Space Availability Entry (NOC entry module) / Space allotment entry / release entry.
- [2] Space availability report.
- [3] Payment Entry.
- [4] Into Bond entry / Deposit Application module.
- [5] Into bond report showing no. of packages, actual area occupied and value plus custom duty.
- [6] Insurance report.[By Bonder / CWC]
- [7] Delivery order and report.
- [8] Payment Entry
- [9] Ex bond entry and report.
- [10] Gate pass generation.
- [11] Daily transaction report.
- [12] Stock Register.
- [13] Space utilization/released Register
- [14] Bond wise Register / Query.
- [15] Party wise stock details.
- [16] Period wise stock details.
- [17] Period wise delivery report.

G. ACCOUNT ACTIVITIES

- | | | | |
|-----|---|-----|--------------|
| [1] | Preparation of Cash Receipt/Tax Invoice/E Invoice | [2] | Cash Book |
| [3] | Temp Advance Book | [4] | Imprest Book |
| [5] | PD Account | | |

H. H & T

- [1] Preparation of Work Slip

I. REPORTS / QUARRIES:

The software should be able to provide replace to any reports / quarries and generate any time periodical report / quarries as may be required by the Manager from time to time.

J. MASTER MODULE

- [1] Master Entry of Ship bill
- [2] Gate Entry
- [3] Carting Entry
- [4] Stuffing Entry
- [5] Exporter Entry
- [6] Commodity Entry
- [7] POD Entry
- [8] Country Entry
- [9] Shifting Entry
- [10] BTT Entry
- [11] Reworking Module
- [12] Movement Module
- [13] Re-movement/Hold Module
- [14] PD Statement
- [15] Cont Receipts Entry
- [16] Master Charge Entry
- [17] Amendment of Ship Bill and Carting
- [18] Stuffing amendment
- [19] Misc Receipt
- [20] Container In
- [21] Container Out
- [22] Cut Off Entry
- [23] Container Stuffing Report
- [24] Cargo Carting Report
- [25] Movement Report
- [26] Daily Billing Report
- [27] Out Standing Report

- [28] Party-wise Billing
- [29] Bill Adjustment Module
- [30] PD Book Summary
- [31] User Manual

NOTE :

In addition to above any additional report / data as desired by the Manager [ICD], Inland Container Depot, Dashrath may be generated.

Provision for correction in case of mistake if any through password with Manager [ICD], Dashrath only.

THE CONTRACTOR IS FULLY RESPONSIBLE TO ADD / DELETE / MODIFICATION IN SOFTWARE WITHOUT ANY COST DURING THE TENURE OF CONTRACT, WITH THE PERMISSION OF REGIONAL MANAGER OR HIS AUTHORIZED PERSON

[XXI] OTHER GENERAL SERVICES TO BE RENDERED BY THE CONTRACTOR:-

Other Terms

Terms like Bug, Bug fixing, Software Updates, Software Patches, System Performance, Layered Software, hardware, Impact Analysis, Source Code, Graphical user interface etc. will carry their usual meaning in the current context and as understood in the Information Technology Industry.

Software Coding / Customization

Functionality as specified by the CWC approved document is available in WARM Application with CWC and the required development / customization for the same would be done by the contractor. The coding / customization / development work would be carried by the contractor.

Note : **The source code of the Application Software shall be handed over by CWC to the contractor whenever required but the same will be returned to CWC after work is over. The CWC would be a licensed user of Application Software.**

Recommendation of Hardware & System Software

The contractor shall provide technical specification of computer hardware and its peripherals, System Software / tools, database and any other related services which CWC requires for installation of WARM at INLAND CLERANCE DEPOT, DASHRATH [BARODA] from time to time. On need basis, the contractor shall give recommendations on removal / augmentation / replacement of the computer and communication packages /equipments for enhancing the smooth utilization of LAN for Electric Data Interchange. The Technical Specifications of computer hardware and system software may be rendered by the contractor within 7 days of CWC seeking such advice.

The contractor shall also examine the feasibility of CWC taking Annual Technical Support with respect to OS / RDBMS and render necessary advice to CWC so as to get free upgrade of the same from time to time, if needed.

On Site Facilities Management

The contractor shall take up complete Maintenance of Developed Application Software and shall provide On Site Facilities Management on the Application Software for a period of **01Year** from the Date of taking over. Facilities Management for the Application Software shall cover bug fixing and Generation of ad-hoc MIS Reports from the available Data as and when required.

The contractor shall be responsible for the reinstallation of application software in case of;

- [i] Upgradation of entire computer system (that would include upgradation of main computer, operating system, application software and LAN / WAN).
- [ii] Failure of the operating system and RDBMS.
- [iii] In case of partition failure or corruption of hard disk.

The detailed scope of the Facility Management Services would be as below;

Software Maintenance and Support

Corrective Maintenance

The contractor will primarily provide the following Service – System Administration, Helpdesk Services / Trouble Shooting with respect of the Application Software.

System Administration

- The contractor shall be responsible to start the computer system, schedule shutdown and unscheduled emergency situation, recovery operations of the computer, monitoring at periodical interval of the system response, disk controller and support for input of Data from third party source received in the form of tapes, CD-ROM and Floppies, error logging and reporting, operational support for Data Exchange.
- The contractor shall be responsible for maintaining and extending support for the application software. This shall include regular back up and fine tuning of the Database and Application as a whole, the contractor would maintain a Register for the same. Fine tuning of the operating system so that the uptake and execution of application is faster. The tuning of the file organization so that there is optimal utilization of storage and memory.
- The contractor shall be responsible for recovery of lost data, restoration and repair of damaged data and the correction of data to the extent possible in case of partition failures or corruption of the hard disk.
- The contractor shall be responsible for restoring the system to an operable state where system downtime is attributable to application software.
- The contractor shall be responsible for a well-defined document for backup and restore policy on the available database. In case of upgradation of system software and database, the contractor shall provide a revised version of backup and restore policy document.
- The contractor shall provide a well-defined document for extensive security features at the system and database levels to ensure security and integrity of the Data and the Application Modules.
- The contractor shall provide a well-defined document for auditing the system. It shall include an audit trail across all modules by associating user id, data and time stamp with add, changes and deletes during any change carried out in file structure, database and applications.
- The contractor shall provide the Data Exchange i.e. out of charge of customs, let export of cargo etc may be downloaded through FTP machine from port / custom through MES server via messages.
- The contractor shall be responsible for house keeping of disk for old data which are not in use for a certain period, may be saved / stored for any reference / any enquiry

etc. / storage in a separate PC with Manager [ICD] or his authorized person on day to day basis. It should not be connected with networking.

- The contractor shall be responsible for up-gradation of anti virus software either through CD or through internet.

Helpdesk Service / Trouble Shooting

The contractor shall be responsible for providing assistance and on job training to the users for acclimatization with the application, problems due to improper shutdown of the system, problems in taking the backup of the data, support for report taking. For providing such services contractor shall provide /post adequate professionally qualified personnel at the site. The personnel will be required to attend the office of CWC on all the working days in three shifts and in case of need / requirement also attend on Sunday / closing day.

PREVENTIVE MAINTENANCE

- The services may include porting of application from lower to higher version, to new operating system or hardware platform, EDI, networking migration across different platform / protocols.
- The contractor shall be responsible for troubleshoot computer problems stemming from software.
- The contractor shall be responsible for maintaining the Application Software's performance in terms of efficiency, considering the various factors such as maintaining the response time of the system, optimal utilization of memory and optimal resource consumption.
- The contractor shall be responsible for maintaining well-defined documentation in respect of system parameter change, system modification in case of system crash and modifications done during the tenure of facility management.
- The contractor shall depute well-qualified engineer(s) at the site and shall be responsible for all software installations, system modifications or other actions, which modify the file structure, user interface.

CWC's RESPONSIBILITIES

- CWC will depute the appropriate persons from its staff to liaise with the contractor as set out in the services plan. CWC will ensure that such staff is reasonably available to the representative of the contractor as required for the consultation and guidance with respect to the provision of services.

- CWC shall ensure that proper environmental conditions are maintained for the system and shall maintain in good condition to the accommodation of H/W, cables and fitting associated therein.
- CWC shall allow the representative of the contractor the required access to the locations so that the contractor can deliver the services.
- CWC shall provide utility services including office furniture, cleaning and maintenance, media like floppies, CD-ROM, DAT drives as indented by the representative of contractor for performing the services.

CONTRACTOR'S RESPONSIBILITIES

- Liaise with equipments / products suppliers for all Hardware, Software, Software and Network related problems within the framework of this contract.
- The contractor will promptly bring to the attention of the Corporation, at any time, any matters known to the contractor that may adversely impact the supply of services or the integrity, confidentiality or security of the system.
- The contractor will permit and assist CWC, or any agent appointed by CWC to undertake an audit of the system upon receiving reasonable notice from CWC.
 - The contractor is obliged to work closely with the CWC's staff, act within his own authority and abide by directives issued by the CWC.
 - The contractor will abide by the job safety measures prevalent in India and will free the CWC from all demands or responsibilities arising from accidents or loss of life the cause of which is contractor's negligence. The contractor will pay all indemnities arising from such incidents and will not hold the CWC responsible or obligated.
 - The contractor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
 - The contractor will treat as confidential all data and information about the CWC, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party without the prior written approval of the CWC.
 - In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from use of

Application Software or any part thereof in the CWC's country, the contractor shall act expeditiously to extinguish such claim. If contractor fails to comply and the CWC is required to pay compensation to a third party resulting from such infringement, contractor shall be responsible for the compensation including all expenses, court costs, and lawyer fees. CWC will give notice to the contractor of such claim, if it is made, without delay.

- The contractor will be responsible for any damages whatsoever to CWC property as applicable when such property is the responsibility or in the custody of contractor's employee.
- The contractor shall maintain a log of all its activities at the site pursuant to this contract. The contractor shall propose a format for the log and recommend procedures for its usage. The log will include but not be limited to the following;
 - [i] Date and time contractor is notified of any defect for malfunction.
 - [ii] Item or part of the software or hardware subject to investigation.
 - [iii] Total time the system or part thereof is made unavailable to CWC;
 - [iv] Description of defects, including cause(s)
 - [v] Corrective action taken, including temporary corrections, bypasses, etc.
 - [vi] Preventive action to be taken;
 - [vii] Test performed and results.
- The application software will at all times be kept safe and secure and will operate in accordance with the relevant criteria and specifications set out in the contract.
- The services will comply with the service levels and provide uninterrupted or "error free" operation of application software.
- It will carry out its obligations with care, skill and diligence and shall employ techniques, methods and procedures of a quality and standard in accordance with currently accepted computing practice
- It has full power and authority to enter in to and perform this contract in accordance with its terms and that performance of its obligations will not conflict with any obligation or duty owed to any third party or infringes the rights of any third party.
- That during the period when the contractor is rendering Facilities Management Service, System downtime shall not exceed (8) hours in aggregate for each period of thirty (30) days.

- That in the event it fails to conform to the terms and condition of this maintenance agreement and in particular the warranties given under this clause, it shall without request take immediate action to remedy the same without any cost to CWC.
- Where the contractor fails or refuse to carryout his obligation under this contract, CWC may itself employ and pay another party to undertake the performance thereof and may charge the contractor for any expense, cost, damage or loss which CWC sustained on account of contractor's default.

STAFFING

The contractor shall ensure its staff will comply with CWC security procedures at all times when at the designated site. The contractor shall provide professionally qualified personnel at ICD Dashrath [Baroda] on regular basis to ensure smooth running of Application Software and problem free service at ICD Dashrath [Baroda]. The contractor personnel will be required to attend office on all working days of CWC till work goes on at ICD Dashrath [Baroda] failing which a penalty on pro rata basis for each working day will be imposed on contractor and will be deducted from charges to be paid to the contractor. CWC's judgment and decision in the matter shall be final and binding.

The contractor will ensure that the staff it proposes to manage the system;

- would be sufficient to provide the services and meet the service as set out in contract.
- would be suitable qualified and has the appropriate skills and experience required for their respective roles and responsibilities;
- undertake duties in a competent and professional manner at all times;

The contractor shall ensure that its staff will comply with

- All reasonable requests and instructions from Manager – CWC.
- CWC security procedures at all times when at the location.

Prior to the commencement of any duties, the contractor will make available to CWC the details of personnel that it proposes to manage the system. The contractor shall provide further details of any of its personnel at the written request of CWC.

The contractor undertakes not to change its personnel designated for Facilities Management without CWC consent.

The contractor shall not, without prior written permission from CWC Representative, bring any visitor to the site.

CWC will advise if the personnel is not acceptable and the reasons will be discussed with the contractor. Acceptance by CWC of the personnel will not be unreasonably withheld.

CWC may at any time advise the contractor that acceptance of any of the contractor's staff is withdrawn. The reasons will be discussed and agreed with the contractor. In the event that this includes any breach of security or confidentiality, the contractor must immediately withdraw the person from all duties relating to the management of the application.

The contractor will immediately seek to replace the personnel for whom acceptance is withdrawn. Except in cases where personnel is withdrawn as a result of breach by the contractor of this contract, CWC will accept that services may be impacted during the reasonable period required to obtain suitable replacement personnel.

While this contract is in force, and for a period of **two years** after the termination of this contract for any reasons, neither party will employ or offer employment to any person employed by or acting on behalf of the other party, without the prior written permission of the other party.

SERVICES TRANSFER ASSISTANTCE

- On termination of this contract for any reason, the contractor will return to CWC the following;
 - all equipments;
 - all of CWC's data
 - all documentation;
 - all security and access keys / or codes that apply to the system / source codes
 - any third party service agreement and software licenses provided in relation to the system.
- The contractor will within 4 days of termination, certify in writing to CWC that it has erased or returned any copies of CWC's software or data that were held off-site for back-up purposes.
- Each party agrees to return to the other party any other property belonging to the other party acquired during the period of this contract.
- The contractor will fully co-operate with CWC, making available the contractor personnel as reasonably required to facilitate the handover of the system to CWC.

- The contractor shall support CWC to maintain a database containing asset information including inventory of all hardware and software installed / available at the site. The details of inventory will be reconciled once on monthly basis.
- **Backup and Recovery** – Menu driven provisions shall be made available for backup and recovery on daily, weekly, monthly, and as and when needed including incremental backup.
- **Documentation** – This schedule includes a list of all documents that the contractor will handover to CWC at the end of the contract/tenure;
 - The documentation shall be in MS Word
 - The summary of the activities carried out from the start date of the contract to the termination date.
 - User Manuals for removing bugs, troubleshooting in the system software, application software, database (exporting data from table)
 - Handbooks detailing the new modules added and the details of the new hardware / components added during the contract period. The details of the drivers of such components and their location in the system.
 - Any other publication that are the part of the application.
 - The contractor shall document trouble-shooting procedures for all aspects of the system for training of system personnel and managers.
 - The contractor shall be responsible for providing a well-defined document for extensive security features at the system and database levels to ensure security and integrity of the data and the application modules.
 - The contractor shall provide a well-defined document for auditing the system. It shall include an audit trail across all modules by associating a user id, date and time stamp with add, changes and deletes during any changes carried out in file structure, database and applications.

[i] The contractor warrants that:

- The application software will at all times be kept safe and secure and will operate in accordance with the relevant criteria and specifications set out in this contract.

- The services will comply with the service levels and provide uninterrupted or "error free" operation of application software;
- It will carry out its obligations with care, skill and diligence and shall employ techniques, methods and procedures of a quality and standard in accordance with currently accepted computing practice;
- It has the full power and authority to enter into and perform this contract in accordance with its terms and that performance of its obligations will not conflict with any obligation or duty owed to any third party or infringes the rights of any third party.
- That during the period when the contractor is rendering facilities management service, system downtime shall not exceed (8) hours in aggregate for each period of thirty (30) days.
- That in the event it fails to conform to the terms and condition of this maintenance contract and in particular the warranties given under this clause, it shall without request take immediate action to remedy the same without any cost to CWC.
- Where the contractor fails or refuse to carry out his obligation under this contract, CWC may itself employ and pay another party to undertake the performance thereof and may charge the contractor for any expense, cost, damage or loss which CWC sustained on account of contractor's default.

ANNEXURE-I**RATE QUOTATION**

DESCRIPTION OF SERVICE	RATE IN Rs.	
Monthly charges for maintenance of Application Software at ICD Dashrath for covering the services mentioned in Clause No.XX I.E. Services to be rendered by the contractor & Clause No.XXI I.E. Other General Services and as per terms & conditions of tender	Rs.(In Figure)	
	Rs.(In Words)	

Note :

Above Rates are inclusive of all taxes. However GST or any other tax levied by the Central Government in lieu of GST and the same will be paid by the Corporation to the tenderer

ANNEXURE-II**AGREEMENT**

The Central Warehousing Corporation having agreed to grant the contract of Maintenance of Developed Application Software at Central Warehousing Corporation, Inland Container Depot, Dashrath [Baroda] (Name of District & State) in response to the submission of online tender by me/us on _____ the Regional Manager, Central Warehousing Corporation, Ahmedabad. I/ We, _____ (here enter full name and address of contractor) am/are executing this agreement on _____ and hereby confirm that I/we have thoroughly examined and understood the terms and conditions of Notice Inviting Tender and the Invitation to Tender and Instructions to Tenderers bearing No. CWC/RO-Ahd/Busi/ICD-Dashrath/Application Software/2020/XII dated 09/10/2020 by the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad for Development of Application Software and allied services and Maintenance of Developed Application Software for Central Warehousing Corporation, Inland Container Depot, Dashrath [Baroda]. I/we am/are willingly undertaking the said work consequent on the approval of the tender given by me/us to the Regional Manager, Central Warehousing Corporation, Ahmedabad at the rate mentioned in Price Bid (enclosed) which forms part of this agreement and as per terms and conditions of the tender.

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 01 Year with effect from _____ or the date up to which the contract is extended.

On completion of Facility Management period the CWC shall be free either to continue with the contractor by extending the arrangements for another 01 Year or to part ways with the contractor after giving one month advance notice and engage another agency as may be decided by it. The payment for the extension period shall be released as per approved rate only

WITNESS

1.

Signature of Tenderer

2.

WITNESS

1.

2.

REGIONAL MANAGER
CWC, RO, AHMEDABAD

ANNEUXRE-III

APPLICATION SOFTWARE

Item Description

Customized WARM – CWC’s Warehouse Management System

Services

On Site Facilities Management Services – 01 Year from the date of joining

**REGIONAL MANAGER
CENTRAL WAREHOUSING CORPORATION
REGIONAL OFFICE
AHMEDABAD**

ANNEXURE - III**NON-DISCLOSURE AGREEMENT**

WHEREAS, we the undersigned Tenderer/ Tenderer's Consortium Member, _____, having our principal place of Business / registered office at _____, hereinafter referred to as the Tenderer, are desirous of bidding for Tender No.CWC/RO-Ahd/Busi/ICD-Dashrath/Application Software/2020/XII dated 09/10/2020 covering Application Software Maintenance to the Regional Manager, Regional Office, Ahmedabad.

WHEREAS, the Tenderer is aware and confirms that the information, software, hardware, business data, architecture schematics, designs, storage media and other documents made available by Regional Manager in the Tender documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and / or proprietary to Regional Manager, Regional Office, Ahmedabad.

NOW THEREFORE, in consideration of the foregoing, the Tenderer agrees to all the following conditions, in order to induce Regional Manager to grant the Tenderer specific accesses to confidential information, property, information systems, network, databases and other data, at ICD-Dashrath [Baroda].

IT IS HEREBY AGREED AS UNDER:

- [a] The Tenderer agrees to hold in trust any confidential information received by the Tenderer, as part of the Tendering process or otherwise, and the Tenderer shall maintain strictest of confidence in respect of such confidential information. The Tenderer also agrees:
- [i] to maintain and use the confidential information only for the purposes of bidding for this Tender and only as permitted herein;
 - [ii] to only make copies as specifically authorized by the prior written consent of Corporation and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - [iii] to restrict access and disclosure of confidential information to such of their employees, agents, consultants and representatives strictly on a "need to know" basis, to maintain confidentiality of the confidential information disclosed to them in accordance with this clause; and

- [iv] to treat confidential information as confidential unless and until Corporation notifies the Tenderer of release of its obligations in relation to the said confidential information.
- [b] Confidential information does not include information which;
 - [i] The tenderer knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - [ii] Is independently developed by the Tenderer without breach of conditions under this Tender;
 - [iii] information in the public domain as a matter of law;
 - [iv] Is received from a third party not subject to the obligation of confidentiality with respect to such information;
 - [v] Is released from confidentiality with the written consent of Corporation The tenderer shall have the burden of proving hereinabove are applicable to the information in the possession of the Tenderer.
- [c] Notwithstanding the foregoing, the Tenderer acknowledges that the nature of activities to be performed as part of the Tendering process may require the Tenderer's personnel to be present on premises of Corporation or may require the tenderer's personnel to have access to software, hardware computer networks, databases and storage media of a Corporation while on or off premises of Corporation. It is understood that it would be impractical for Corporation to monitor all information made available to the tenderer's personnel under such circumstances and to provide notice to the tenderer of the confidentiality of all such information. Therefore, the tenderer agrees that any technical or business or other information of Corporation that the Tenderer's personnel representatives or agents acquire while on Corporation premises, or through access to computer systems or databases while on or off Corporation premises, shall be deemed confidential information.
- [d] Confidential information shall at all times remain the sole and exclusive property of Corporation. Upon completion of the tendering process, confidential information shall be returned to Corporation or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of Corporation. Nothing contained herein shall in any manner impair rights of Corporation in respect of the confidential information.
- [e] In the event that the Tenderer hereto becomes legally compelled to disclose any confidential information, the Tenderer shall give sufficient notice to Corporation to enable Corporation to prevent or minimize to the extent possible, such disclosure, Tenderer shall not disclose to a third party any confidential information or the contents of this Tender without the prior written consent of Corporation. The obligations of this Clause shall be satisfied by handling confidential information with

the same degree of care, which the Tenderer applies to its own similar confidential information but in no event less than reasonable care.

[f] The obligations herein shall survive the completion or cancellation of the Tendering process.

For and on behalf of : _____ **(tenderer)**

Authorised Signatory

Name : _____

Designation : _____

Office Seal : _____

Place : _____

Date : _____

From

To

The Regional Manager
Central Warehousing Corporation,
Regional Office,
Ahmedabad

Dear Sir,

I/We submit the online tender for appointment of onsite facility management service provider for maintenance of Application Software at Central Warehousing Corporation, INLAND CONTAINER DEPOT, DASHRATH [BARODA].

2. I/We have thoroughly examined and understood information & instructions to tenderers, terms and conditions of contract and its schedules etc. and agree to abide by them.

3. I/We would like to commit that in case of any difference/variation in the quote made, between figures and in words, only the lower of the two rates quoted either in figures or in words shall be construed as correct and valid, if any correction/overwriting has not been authenticated by me by my full signatures, my tender be declared null and void.

4. I/We agree to keep the offer open for acceptance up to and inclusive of 90 (Ninety) days inclusive of date of tender opening (Technical bid) and to the extension of the said date by 30(Thirty) days in case if is so decided by the Regional Manager. I/We shall be bound by communication of acceptance of the offer dispatched within the time and I/We also agree that if the date upto which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.

5. RTGS RECEIPT/NEFT RECIPT/ No. _____ dated _____ on _____ (Name of schedule Bank) for Rs. _____ (Rupees _____) is enclosed as Earnest Money. In the event of my/our tender being accepted. I/We agree to furnish a Security Deposit as follows _____ (here indicate the manner in which the Security is deemed to be furnished).

6. I/we do hereby declare that the entries made in the tender and appendix/schedules attached therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri _____ whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by

me/us instead to carry on the business of the concerned, whether any intimation of such change is given to the Regional Manager, Central Warehousing Corporation or not.

The following documents are enclosed with this tender duly filled, signed & notarized:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Yours faithfully,

Signature of Tenderer

Capacity in which signing
Signature of constituted attorney
Name_____

Address; _____

Date: _____

Name, date of birth

And address of attorney:

Signature of witness with date:

Name and Address of witness:

PRE CONTRACT INTEGRITY PACT

General

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

WHEREAS the CORPORATION proposes to appoint service provider at _____ and the BIDDER is willing to execute the items of work / Section as per schedule of work, the work order issued General conditions of the contract of CWC.

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

NOW, THEREFORE,

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

Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

[1.1] Commitments of the Corporation

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

[1.2] The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

[1.3] All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

[3] Commitments of BIDDERS

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

[3.1] The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

[3.2] The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial

benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.

[3.3] The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

[3.4] The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

[3.5] The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

[3.6] The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

[3.7] The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

[3.8] The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

[3.9] If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956

[3.10] The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION

[4] Previous Transgression

[4.1] The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

[4.2] The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

[5] Earnest Money (Security Deposit)

[5.1] While submitting Technical bid, the BIDDER shall deposit an amount of Rs. _____ (to be specified in NIT) as Earnest Money, with the CORPORATION through e-payment gateway in favour of Regional Manager, Central Warehousing Corporation, Regional Office _____.

[5.2] Any other mode or through any other instrument (to be specified in the NIT).

[5.3] The Earnest Money / Security Deposit and performance guarantee shall be valid for the period as per the relevant terms & condition of the contract

[5.4] No interest shall be payable by the CORPORATION to the BIDDER on Earnest Money / Security Deposit / Performance Guarantee for the period of its currency and upto their validity.

[6] Sanctions for Violations

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

[i] To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

[ii] The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.

[iii] To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

[iv] To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores / work such outstanding payment could also be utilized to recover the aforesaid sum and interest.

[v] To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.

[vi] To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation / rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

[vii] To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.

[viii] To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

[ix] In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.

[x] Forfeiture of Performance Bond in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

[6.1] The CORPORATION will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

[6.2] The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

[7] Fall Clause

[7.1] The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the CORPORATION, if the contract has already been concluded.

[8] Independent Monitor

[8.1] The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission Shri Diwan Chand Arya New Delhi.

[8.2] The CORPORATION has appointed Sh. Shah Nawaz Ali, Flat No.-301, SMR's Oasman Vinay Heights, Keshav Nagar, Mettuguda, Secundrabad-500017, Telangana as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

[8.3] The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

[8.4] The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

[8.5] Both the Parties accept that the monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

[8.6] As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.

[8.7] The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

[8.8] The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could

have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

[8.9] The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

[9] Facilitation of Investigation

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

[10] Law and Place of Jurisdiction

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

[11] Other Legal Actions

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

[12] Validity

[12.1] The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the CORPORATION and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

[12.2] Should one or several provisions of this Pact out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on _____

CORPORATION

BIDDER

Name of the Officer

Designation

Witness

Witness

1. _____

1. _____

2. _____

2. _____