



**Central Railside Warehouse Company Limited**

**(A Govt. of India Enterprise)**

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

**E-TENDER DOCUMENT**

**FOR**

**ENGAGEMENT OF SERVICE PROVIDER FOR PRESERVATION,  
MAINTENANCE AND SECURITY (PMS) SERVICES FOR STORAGE OF  
FULLY PRESSED COTTON BALES IN GODOWNS MANAGED/HIRED**

**BY**

**CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED (CRWC)**

**IN THE STATE OF**

**“RAJASTHAN”**

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Online bids are hereby invited on the website <https://crwc.euniwizarde.com/> as per details given below: -

Sr. No	Engagement of service provider	Cost of Tender document (Including G.S.T) (Rs.)	Processing fee (Rs)	
1	Engagement of service provider for Preservation, Maintenance and Security (PMS) services for storage of fully pressed cotton bales in Godowns hired/ managed by Central Railside Warehouse Company Limited in the state of <b>RAJASTHAN</b> as specified in <b>Annexure-I</b> of E- TENDER.	Rs.1000/- (One Thousand)	Rs.1,000/- (One Thousand)	
		<b>FROM</b>		<b>TO</b>
		<b>DATE</b>	<b>TIME</b>	<b>DATE</b>
		<b>06.10.2021</b>	<b>11:00</b>	<b>19.10.2021</b>
<b>Downloading of Tender Documents online Bid preparation / submission (date &amp; time)</b>		<b>23:59</b>		
<b>Opening of Technical bid online (date &amp; time)</b>		<b>15.10.2021 at 15:30 hours</b>		
<b>Opening of Financial bid (date &amp; time)</b>		<b>TO BE ANNOUNCED LATER</b>		
<b>Tender Value</b>		<b>Rs. 1,50,00,000/-</b>		
<b>Benefits to MSME</b>		The Tenderer participating under the category "MSEs registered with the prescribed agencies; irrespective of relevance of product category (Reference FAQ vide O.M no. F. No. 22(1) dated 24.10.2016) are exempted from payment of EMD and cost of tender i.e. the Processing Fee payable to CRWC as mentioned above, and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be fully effective and 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."		

**Terms & Conditions:**

1. The bids should be submitted in online mode.

2. The details of documents required in the technical bid are mentioned in the online E-TENDER document.
3. The lowest bidder has to sign the agreement with CRWC & to deposit the Security Deposit amount within 15 working days of acceptance of the Bid.
4. The E-TENDER shall be valid for ninety days from the opening of technical bid and extendable by 30 days on the Discretion of CRWC.
5. E-TENDER will be opened at Corporate- Head Office at New Delhi.
6. CRWC reserves the right to reject any or all the bids without assigning any reason whatsoever.
7. Financial bid of only those firms shall be opened who qualify in the technical bid.

For further details and e-tendering schedule, visit website <https://crwc.euniwizarde.com/> Possession of Digital Signature Certificate (DSC) and registration of the firms/etc. on the portal i.e. <https://crwc.euniwizarde.com/> is a prerequisite for e-tendering. Kindly contact, Sh. Sudhir Nair, Sr. Mgr. (COMM.-I)  
Email: [sudhir.nair@crwc.in](mailto:sudhir.nair@crwc.in)

**Sr. Manager (COMM. - I)**  
**CRWC, New Delhi**

**SCHEDULE**

	FROM		TO	
	DATE	TIME	DATE	TIME
<b>Downloading of Tender Documents online Bid preparation / submission (date &amp; time)</b>	<b>06.10.2021</b>	<b>11:00 hours</b>	<b>19.10.2021</b>	<b>23:59 hours</b>
<b>Opening of Technical bid online (date &amp; time)</b>	<b>20.10.2021 at 15:30 hours</b>			
<b>Opening of Financial bid (date &amp; time)</b>	<b>TO BE ANNOUNCED LATER</b>			

**Part – A**

**Technical Bid**

**Disclaimer**

The information contained in this Bid document or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of (CRWC) Central Railside Warehouse Company Limited or any of its employees or advisers, is provided to Bidder on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CRWC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

This Bid document is not an agreement. The purpose of this Bid document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Bid document. This Bid document includes statements, which reflect various assumptions and assessments arrived at by the CRWC in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for the CRWC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in this Bid document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, do analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.

CRWC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid document or arising in any way in this Selection Process.

CRWC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Bid document. CRWC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Bid document.

The issue of this Bid document does not imply that CRWC is bound to select any Bidder or to appoint the Selected Bidder, as the case may be, for the assignment and CRWC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.



The Bidder shall bear all its cost associated with or relating to preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the CRWC, formation of consortium or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and CRWC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**Sr. Manager (COMM.- I)  
CRWC, New Delhi**

**DETAILED NOTICE INVITING TENDER**

For and on behalf of the CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED (CRWC) online bids in the prescribed Bid Document under two bid system are invited from interested, eligible bidders for **“Appointment of Preservation, Maintenance & Security (referred as PMS hereafter) Service Providers for storage of fully pressed cotton bales at Warehouses managed/hired by CRWC”**. No manual bids shall be accepted.

The assignment will be for a period of **One Year** from the date of issue of acceptance letter. The assignment may be **extended further by Six Months or may be for a shorter period as per the requirement of CRWC**. The bidder shall **submit single quote which will be applicable for all the Warehouse in the State. A tentative list of possible warehouse locations is specified in Annexure-I of the E-TENDER for reference only.**

The Bid Document and other detailed terms & conditions are available at <https://crwc.euniwizarde.com/> (for reference and online bidding).

Bidders are advised to follow the instructions provided in the Instructions to the Bidders for the e-submission of the bids online through CRWC e-tendering portal at <https://crwc.euniwizarde.com/>

Bids to remain open for acceptance up to and inclusive of 90 days from the date of opening of the Bid. CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED, may, at its discretion, extend this date by 30 days and such extension shall be binding on the Bidders. If the date up to which the Bid is open for acceptance is declared to be a closed holiday/Sunday, the Bid shall be deemed to remain open for acceptance till next following working day.

The prospective bidders are advised to refer to the <https://crwc.euniwizarde.com/> for any modification to the Bid Document and the bidders shall ensure that the Bid Documents submitted by them shall contain such modifications, failing which the bids shall be liable to be rejected.

The bidders shall deposit along with the Technical Bid, an amount of **Rs 1,000/-** inclusive of tax towards non- refundable Bid Fee to CRWC, New Delhi.

**For MSME Bidders:** “The Tenderer participating under the category “MSEs registered with the prescribed agencies; irrespective of relevance of product category (Reference FAQ vide O.M no. F. No. 22(1) dated 24.10.2016) are exempted from payment of EMD and cost of tender i.e. the Processing Fee payable to CRWC as mentioned above, and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be fully effective and 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.”

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED reserves the right to cancel the Bid enquiry at any stage without assigning any reason and CRWC will not be liable for any costs and consequences incurred

by the intending Service Provider.

The offers submitted would be governed by the terms & conditions as laid down in the prescribed Tender Form in addition to the terms & conditions indicated herein.

**Sr. Manager (COMM. - I)**  
**CRWC, New Delhi**

**INSTRUCTIONS TO BIDDERS****1. INTRODUCTION:**

The Central Railside Warehouse Company Ltd. (CRWC) is a Mini-Ratna, CPSE providing warehousing and cargo handling services through its 20 Railside Warehouse Complexes in the country.

CRWC shall provide warehousing services to the Customer for storing fully Pressed Cotton Bales (FP Cotton Bales).

**DEFINITIONS:**

- 'CRWC' means Central Railside Warehouse Company Limited.
- 'Managing Director' shall mean the Managing Director of the company.
- 'Competent Authority' means the Managing Director of the company or any officer/ Representative authorized by him.
- 'Service' means E-TENDER including such auxiliary additional and incidental duties, services and operation as may indicated by the local authorized representative of the company or any person authorized by him in this behalf.
- 'Stocks' means fully compressed cotton bales stored in the godowns.
- 'Warehouse Manager' means the head of the particular warehouse unit/ units.
- 'PMS Service' means preservation, maintenance and security service to be provided by the PMS agency of the fully pressed cotton bales stocks stored in the godowns.

**2. ADDRESS FOR CORRESPONDENCE:**

The address for correspondence with the Company will be as below:-

**Sh. Sudhir Nair, Sr. Mgr. (COMM. – I)**  
**Central Railside Warehouse Company Limited. Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016**

For all purpose of this contract the address of the Service Provider mentioned in the bid document shall be the address to which all communications to the Service Provider shall be sent, unless the Service Provider has notified a change by a separate letter through Registered Post/Speed post Acknowledgement-Due.

The Service Provider shall be solely responsible for the consequence of any omission to notify a change of address in the manner aforesaid.

**3. OBJECT OF THE CONTRACT:**

Appointment of Service Provider Service Providers for storage of fully pressed cotton bales at Warehouses managed/hired by CRWC in the state of **Rajasthan** as indicated in Annexure-I as per CRWC norms indicated in Annexure-II together with such additional auxiliary and incidental duties, services and operations as may be indicated by the authorized representative of the CRWC and are not inconsistent

with terms and conditions.

#### **4. PERIOD OF CONTRACT**

The contract shall remain in force for a period of **1 year extendable further by six months or be reduced for a shorter period**. If zero stock level is not achieved during the last month of the original contract period, CRWC may at its discretion extend the contract for such further period required to liquidate the stocks on the same terms and conditions which shall be binding on the Service Provider.

#### **5. SCOPE OF WORK**

The Service Provider to be engaged shall be responsible for Preservation, Maintenance and Security of stock of fully pressed cotton bales in accordance with the instructions/guidelines of CRWC and CUSTOMER as may be amended from time to time.

5.1 The Service Provider shall be responsible for maintenance of both quantity and quality of stock of fully pressed cotton bales entrusted to him.

5.2 The Service Provider shall be responsible to keep the godowns fit for storage (as per detail at **Annexure-II**) of stock of fully pressed cotton bales during the contract period. That the Service Provider shall not carry out any additions or alternations to the buildings, fittings and fixtures except as may be necessary for the installation of necessary utilities such as Computer/AC. The Service Provider shall be responsible for handing over vacant & peaceful possession of the godown along with all fixture & fittings in as good and serviceable condition as they were at the time of taking possession except natural wear and tear. **Annexure-VIII**.

5.3 All repair work required for upkeep of godown in storage worthy condition shall be informed by the Service Provider to godown owner who will carry out the repairs at its own cost. Urgent repairs concerning damage/deterioration to stock of fully pressed cotton bales and concerning safety of manpower / labour will have to be carried out immediately by Service Provider at the cost of CRWC.

In case the Service Provider delays or fails to inform the godown owner or to do the repairs as above, CRWC will be at liberty to recover the loss incurred due to delay in carrying out the repairs from the PMS charges payable/Security Deposit/ PG (Performance Guarantee).

5.4 The Service Provider shall be responsible for quality cuts on account of or due to non-issuable stock or timely delivery of stock or demurrage and any other cuts in the stocks, if levied by Customer at the time of taking over of the stocks. In this regard a **monthly inspection report** regarding the condition of structure and maintenance of warehouse campus as a whole shall be submitted by the

representative of the Service Provider to CRWC.

- 5.5 The foolproof **security arrangements** shall be made by the Service Provider in respect of the stocks and godown and in case of any defalcation/shortage of stocks, the Service Provider shall be liable to compensate CRWC to the extent of 1.5 times of cost of stock of fully compressed cotton bales.
- 5.6 The Service Provider will be required to take immediate action to rectify the discrepancies/irregularities pointed out by CRWC within the period specified in the notice served by CRWC failing which CRWC will be at liberty to recover the amount of losses and/or get the work done at the risk and cost of the Service Provider as the case maybe.
- 5.7 Service Provider shall deploy its personnel to verify the correctness of the **Receipt/dispatch of stocks** and the authorized representative of Service Provider will duly verify the entries of receipt and dispatch and correctness of quality of stocks by putting his signatures.
- 5.8 The Service Provider shall provide all infrastructure required i.e. Dunnage Wooden Crates/poly-pallets, Polythene Covers, Rodabox, Tarpaulins, Insecticides fumigation and spraying equipment's required for proper storage and imparting of chemical treatment to the stocks, locks, weighing scales and all other equipment" as may be required for proper safety and upkeep of health of stocks etc., in accordance with the norms given by CRWC.
- 5.9 The Service Provider shall also provide adequate number of Computers and peripherals with internet facility for daily use and to use CRWC software given by the CRWC.
- 5.10 It shall be the responsibility of the Service Provider to ensure that the data entry is made on day to day basis through the software to be provided by CRWC for which necessary personnel with adequate knowledge of computers shall be provided by the Service Provider
- 5.11 The Service Provider shall follow the WDRA norms for FEE, Water Storage tank & Manpower to be deployed at warehouse.

Warehouse shall have adequate number of firefighting extinguishers of appropriate type, fire buckets, water and competent manpower to handle operations. Manpower shall include Warehouse Head, QC Inspector & Warehouse Assistant, security guards etc

Capacity of Godown	No. of Fire extinguishers to be provided	No. of Fire (sand) buckets to be provided	No. of Manpower to be deputed at warehouse*	No. of security guards to be deputed
Up to 1,500 MT	3	15	1	3

Above 1,500 MT & up to 3,000 MT	4	20	1	3
Above 3,000 MT & up to 5,000 MT	6	30	1	3
Above 5,000 MT & up to 10,000 MT	8	40	2	3
Above 10,000 MT & up to 15,000 MT	10	50	2	4
Above 15,000 MT & up to 25,000 MT	15	75	2	4
Above 25000 MT	25	125	3	5

\*Manpower shall include Warehouse Head, QC Inspector & Warehouse Assistant, security guards etc

- 5.12 **The Service Provider shall also purchase all insecticides required for maintenance of health of stocks well in advance.**
- 5.13 The Service Provider will also have to maintain the record of the insecticides consumed from time to time and also the empty containers/tubes, which will be disposed of with the prior approval of CRWC and also in the presence of the authorized representative of the Managing Director, CRWC. Necessary documentation for such disposal shall be jointly signed by CRWC and the Service Provider.
- 5.14 The Service Provider shall maintain an inventory of chemicals/insecticides equivalent to the requirement for imparting treatment to stocks for at least 2 months at any given point of time.
- 5.15 The Service Provider shall be responsible to perform any other allied work in furtherance of the assignment as instructed by CRWC at mutually agreed cost.
- 5.16 The service Provider will be responsible for any losses including abnormal storage losses. **The Service Provider will also be responsible for any deductions made by Customer whatsoever** including those on account of Quality cuts, Moisture Cuts, Demurrage Charges etc due to the fault of Service Provider as determined by the CRWC/Customer will be recovered from the Service provider. The losses will be worked out at the time of dispatch of the stocks. Any storage losses will be recovered from payments due or Security Deposit/PG (Performance Guarantee) of the Service Provider as the case may be.
- 5.17 Adequate required labour to cope up with the work and keep up certain productivity norms for the gangs should be deployed. In case of misconduct on part of workman/labour deployed by service provider, then the service provider shall pay a penalty of **Rs 25,000/-** per incidence of misconduct and loss of business due to the fault of Service provider in addition to action against the defaulter under the law.

**5.18 Volume of work:**

The volume of stock of fully compressed cotton bales in storage is likely to be **1,25,000 bales** which may fluctuate (increase or decrease) and the PMS Agency should note that no claim for fluctuation in the volume of work to be handled during the currency of the contract should be entertained. The capacity of hired Warehouse may increase/decrease and shall be intimated at the time of award of work.

**6. VALIDITY OF BIDS:**

Bids shall remain open and valid for acceptance up to 90 days from the date of opening of Bid. However, the bid validity period can be extended by another 30 days at the discretion of CRWC and such extension shall be binding on the Bidders.

**7. SIGNING OF BIDS:**

- 7.1 Person(s) signing the bids shall state in what legal capacity he / she is, or they are signing the bids, e.g. as partner of the firm/LLP, or as a Secretary / Manager / Director etc. of a Company etc.
- 7.2 In case of Partnership firm, the **names of all partners should be disclosed** and the bids shall be signed by all the partners or duly authorized person on behalf of all the partners. The attested copy of the registered partnership deed shall be furnished along with the Bid.
- 7.3 Resolution etc. In case of companies/LLP, the names of all the Directors/Partners shall be mentioned and a self-attested copy of the Resolution passed by the Company/LLP authorizing the person signing the Bid to do so on behalf of the company/LLP shall be attached with the Bid along with self-attested copy of the Memorandum & Articles of Association of the Company/ Registered agreement of LLP, certificate of incorporation etc. Such resolution should be in clear and unambiguous terms providing the details & identity of the Authorized person and attest his signature.
- 7.4 **Power of Attorney:-** The person signing the Bid or any other documents forming part of the Bid, on behalf of any other person or a Firm shall submit a proper Power of Attorney duly executed on a non – judicial stamp paper of appropriate value, duly attested by a Notary Public in his favour, stating that he has authority to bind such other person(s), or the firm, as the case may be, in all matters, pertaining to the Contract. For this, a declaration in the format prescribed at **Annexure-III** shall also be submitted by the bidder. If at any stage it is found that the person concerned had no such authority CRWC may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory & the Firm liable for all costs and damages.



- 7.5 If the person so signing the bids fails to produce necessary documentary proof of his Authority as indicated above, his Bid shall be summarily rejected without prejudice to any other rights of the Company under the law.
- 7.6 CRWC will evaluate only those Bids that are received in the prescribed formats and complete in all respects. Incomplete and /or conditional Bids shall be summarily rejected. The Bid and all related correspondence and documents in relation to the Bid Process shall be in English language only. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall only prevail.

## **8. CONSTITUTION OF SERVICE PROVIDER(S):**

- 8.1 Service Provider shall at the time of acceptance of offer declare, whether they are sole proprietary concern or registered partnership firm or company. The Service Provider shall also nominate a person(s) in whose hands the management and control of the work relating to the contract during the term and tenure of the contract would lie. The Service Provider shall be required to submit 'Power of Attorney' in the favour of the person(s) so nominated whose act shall be binding on the Service Provider. In case of death of the Proprietor of the firm, the legal heir/nominee will be responsible for all rights/obligations of all types of the firm. In case of partnership firm, in case death of any Partner of the firm, his legal heir/nominee will be responsible according to the ratio of deceased partner's share in the firm. In case death of any General Power of attorney/Special Power Attorney partner, the fresh Partnership deed should be executed with the same name of the firm and latest Valid General Power of attorney/Special Power Attorney should be submitted to CRWC authority.
- 8.2 The Service Provider shall not during the currency of the contract make, without the prior approval of CRWC, any changes in the constitution of the firm. The Service Provider shall notify to company the death/ resignation of the partners/directors immediately on the occurrence of such an event. In absence of such notice / approval, CRWC shall have the right to terminate the contract. The company is not liable for any action arising out of change of constitution of the firm.

## **9. QUALIFICATION / ELIGIBILITY CONDITION FOR TENDER**

- 9.1 **The tenderer should have annual turnover of Rs. 45 Lakhs (30% of Contract Value) or above for each of last three years i.e. 2018-19, 2019-20 & 2020-21 in any of the field i.e. Warehousing, Preservation and Maintenance, Survey, Custodianship services for Cotton, Food grains, Agricultural produce, Fertilizer and other such notified commodities.**

- 9.2 Tenderer(s) should have prior experience in any of the field i.e. **Warehousing, Preservation and Maintenance, Survey, Custodianship services for Cotton, Food grains, Agricultural produce, Fertilizer and other such notified commodities** for at least 12 consecutive months in any of the immediate preceding five years.
- 9.3 Tenderer should have successfully executed work in any of the field i.e **Warehousing, Preservation and Maintenance, Survey, Custodianship services for Cotton, Food grains, Agricultural produce, Fertilize and other such notified commodities** in any of the immediate preceding five years, of value of at least **35%** of the estimated value of the contract to be awarded. The estimated value of contract is **Rs.1.50 Cr** per annum.

**Note:**

1. **The year for the purpose of experience will be taken as Financial Year (1<sup>st</sup> April to 31<sup>st</sup> March) excluding the financial year in which tender enquiry is floated.**
2. **Experience certificate in the proforma prescribed at Annexure-IV shall be produced from Customers stating proof of satisfactory execution and completion of the contract(s) besides duly certifying nature, period of contract, and value of work handled.**

## **10. DISQUALIFICATION CONDITIONS**

Tenderers who have been blacklisted or otherwise debarred by CRWC or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 3 years from the date of blacklisting/debarment, whichever is earlier.

Any Tenderer whose contract with the CRWC, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period on account of breach of contract at any point of time during last five years, will be ineligible.

Tenderer who's Earnest Money Deposit and/or Security Deposit has been forfeited by CRWC or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.

If the proprietor /any of the partners of the Tenderer firm/any of the Director of

the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.

While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tenderer disqualified.

#### **11. EARNEST MONEY DEPOSIT (EMD)**

Nil.

#### **12. SECURITY DEPOSIT**

The successful tender(s) shall furnish, within fifteen working days of acceptance of his tender, a Security Deposit for the due performance of his obligations under the contract. The security deposit is **Rs 4,50,000/-** In case of increase in value of work, advanced security deposit @ 5% of additional value of contract shall be deducted from the bills of service provider.

a) The security deposit will be refunded to the Service Providers on due and satisfactory performance of the services and on completion of obligations by the Service Providers under the terms of contract and submission of clear " No dues Certificates" by the concerned Terminal Manager, CRWC, and subject to such deductions from the security deposit as may be necessary for making up the Company's claim against Service Provider. It is made very clear that no interest is payable on the amount of security deposit lying with CRWC in any form under the contract. The decision of the Managing Director, CRWC as of the amount determined for deduction from the security deposit will be final and binding on the Service Provider.

#### **b) Performance Guarantee:**

The Tenderer can furnish an irrevocable and unconditional Bank Guarantee of **Rs. 4,50,000/-** towards security deposit issued by State Bank of India or any of Its Associate Banks or by any Public Sector Bank in the format prescribed in **Annexure-V** which shall remain valid and enforceable till six months after the expiry of the contract period. CRWC will independently verify from the issuing Bank the genuineness of bank guarantee as well as its extensions from time to

time as furnished by the tenderer. It is made very clear that no interest is payable on the amount of security deposit of performance guarantee, lying with CRWC in any form under the contract. The decision of the Managing Director, CRWC as of the amount determined for deduction from the security deposit/ Performance guarantee will be final and binding on the Service Provider. The performance guarantee which is in the shape of bank guarantee, shall be renewed one month before its expiry from the same bank otherwise the company will invoke the bank guarantee.

### **13. SUBMISSION OF TENDER:**

- 13.1 Before the last date & time as notified, the bids shall be submitted online in two parts, viz., Technical bid and Price bid at Procurement Portal (<https://crwc.euniwizarde.com/>). The Bids complete in all respect along with duly filled Attachments including Appendices, Annexures, and Supporting Documents etc. are to be scanned and uploaded at the space/packet provided in the portal by the Authorized Signatory as stipulated in the Bid Document. CRWC may extend the deadline for submission of Bids by issuing an amendment in which case all rights and obligations of CRWC and the Bidders previously subject to the original deadline will then be subject to the new deadline.
- 13.2 The onus of ensuring fulfillment of the eligibility condition would be on the Bidder and any Bid, if subsequently found ineligible would be summarily rejected.
- 13.3 If any of the documents are found to be forged / fabricated at any stage or any concealment on the part of the Bidder is found at any stage, the CRWC shall have the right to take action for blacklisting the bidder from participation in any tenders of CRWC apart from initiating legal action under the applicable law for causing any loss/damage and to disqualify/summarily terminate the Contract without prejudice to any other rights or remedies that the company may have under the Contract and Law.
- 13.4 The original/attested copies of the Attachments have to be submitted by the successful bidder on the date to be notified to enable the company to physically verify the authenticity of the documents scanned and uploaded in the e-Procurement portal.
- 13.5 Price Bid submitted by the Bidder in BOQ format of only those bidders who qualify in the Technical bid would be opened.
- 13.6 The indicative list of documents to be submitted along with Bid is at **Annexure-VI**.
- 13.7 Bids which do not comply with these instructions shall be summarily rejected.
- 13.8 Price bid shall be prepared using the price bid template provided along with this Bid/bid in the websites.

- 13.9 The bidders shall not incorporate any condition in the bids as conditional Bids and Bids which are not submitted strictly in accordance with the tender terms will be summarily rejected.
- 13.10 It should be clearly understood by the bidder that no opportunity shall be given to them to withdraw offer at any stage after submission of the bids.
- 13.11 While preparing the Technical and Price Bid, Bidders are expected to provide correct and relevant information. If at any stage it is found that the information supplied by the Bidder is incorrect, CRWC reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of EMD/Security deposit.
- 13.12 The Technical Bid shall not include any information sought in the Price Bid. All other Bid documents, except Price Bid, shall be enclosed with the Technical Bid.
- 13.13 Bids along with Annexures/ supporting documents etc. must be serially numbered and signed (wherever applicable these should be digitally signed) by the bidder. The Bidders shall submit the scanned self-attested copies of the supporting documents along with the Technical bid document to enable the company to verify & evaluate the bids. After evaluation of the online bids those Bidders who are meeting the criteria for technical qualification may be advised by CRWC to produce the original copies of documents furnished with the Technical Bids for verification on the date & time to be stipulated. Bids of Bidders who fail to furnish the Original Documents for verification on the date & time fixed for verification will be summarily rejected.
- 13.14 Bidder must examine all terms and instructions included in the Bid Documents. Failure to provide complete and accurate information with supporting documents may result in rejection of Bids.
- 13.15 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the CRWC will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 13.16 The Bidder shall submit the financial proposal in the price bid template provided along with this Bid (PART-B) online, clearly indicating the total cost/amount of the Bid in both figures and words, in Indian National Rupees (INR), and signed/digitally signed by the Bidder's Authorized Representative.
- 13.17 CRWC shall not be liable for any omission, mistake or error on the part of the Bidder while submitting the Bid.
- 13.18 While submitting the bid, wherever the Power of Attorney is to be submitted by the bidder such Power of Attorney **shall be duly notarized by a Notary Public.**

#### **14. CRITICAL DATES SECTION:**

<b>Bid Publish Date</b>	<b>06.10.2021</b>
<b>Tender document Download start date &amp; time</b>	<b>06.10.2021 from 11:00 hours</b>
<b>Tender Document Download End Date &amp; Time</b>	<b>19.10.2021 till 23:59 hours</b>
<b>Bid Submission End Date &amp; Time</b>	<b>20.10.2021 till 15:00 hours</b>
<b>Technical Bid Opening Date &amp; Time</b>	<b>20.10.2021 at 15:30 hours</b>
<b>Financial Bid Opening Date &amp; Time</b>	<b>To be announced later.</b>

## **15. CLARIFICATIONS & AMENDMENTS TO BID DOCUMENTS:**

- 15.1 CRWC may, at any time prior to the due date of the bid and for any reason, whether at its own initiative or in response to any clarification sought by any bidder, modify the Bid document. Any corrigendum/ addendum thus issued will be posted on the website of the company at <https://crwc.in> as well as e-tendering portal (<https://crwc.euniwizarde.com/>) and such modification will be binding on all. In order to afford the prospective bidders to take into account the modification or for any other reasons, CRWC may, at its discretion extend the due date for the proposal. Such corrigendum / addendum may not be published in any newspaper.
- 15.2 CRWC may, at its discretion, seek from any or all bidders, clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing to be submitted within the stipulated time.
- 15.3 CRWC at its sole discretion may ignore minor omission in the submission of Technical Bid such as omitting to give number on a page etc. in the interest of increasing the competition.
- 15.4 CRWC at its sole discretion may require any Bidders to rectify any discrepancies noticed in the Technical Bids submitted by them such as serial numbers, missing seal, Attestation etc. It is further clarified that no new document shall be accepted.
- 15.5 The Bidders may contact e-Tendering Portal Help Desk with regard to technical issues relating to functioning of e-Procurement platform or any doubts regarding online submission of Bid Document at the under mentioned Contact:

M/s ITI Limited (Govt. of India undertaking) F-29, Ground Floor, Dooravaninagar, Bengaluru- 560016 Telephone No. (91)(80) 25660522

For assistance you may call at the following helpline Number:

- Mr. Anshuman, Mobile No.: 9355030616
- Mr. Navneet, Mobile No.: 9560364871

## **16. OPENING OF PRICE BID:**

- 16.1 After evaluating the Technical Bid (wherever necessary) the Price Bids of only technically qualified bidders will be opened in presence of all the technically qualified bidders or their authorized representatives who may wish to be present at the time of opening of Price Bids on scheduled date and time. Price Bid of the parties who do not qualify in Technical Bid will not be opened.
- 16.2 Service Providers are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the tender. If the date fixed for opening of Tenders is subsequently declared a holiday, the Tenders will be opened on the next working day following the holiday but there will be no change in the time/venue for opening of the Tender.

## **17. ACCEPTENCE**

On finalization of Tender, CRWC will communicate acceptance of the Tender by way of letter of acceptance through Registered post/E- mail/speed post / electronic mode which will conclude a binding contract between the parties and the Service Provider shall act upon such acceptance letter.

## **18. GENERAL TERMS AND CONDITIONS:**

- 18.1 The tentative detail of godowns for which PMS is required by CRWC is given at **Annexure - I**.
- 18.2 The bidder will quote rate per cotton bale/month for the total capacity of a godown at a particular center. PMS charges will be paid within 30 working days after submission of bills in triplicate subject to the condition of realization of the same from Customer. After completion of the project, the security deposit by the Service Provider shall be released only after obtaining NDC from CRWC and Customer as applicable by the Service Provider as per **Annexure-IX**.
- 18.3 The PMS charges would be payable for the Actual stock stored in the godown on monthly basis.
- 18.4 The successful bidder will be required to visit/inspect the godown/premises and sign a joint inspection report with the staff of CRWC regarding the condition in which the godown is handed over to the Service Provider at the commencement of the contract as per CRWC. The Service Provider shall have to hand over the godown at the end of contract period to CRWC in the same condition as was handed over to him before the commencement of Contract except for natural wear and tear. The joint inspection report will also include a list of inventory of movable and immovable fittings and fixtures at the godown.
- 18.5 The term of 1 year will start from the first date of storage in each vacant godown and will expire after a period of 1 year from the date of first storage godown wise. On the expiry of the term, the party will continue to perform the services till the liquidation of the stocks stored in these godowns prior to the completion of the term and the party will be paid for these services on actual godown storage basis

i.e. for the godown in which there are un-liquidated stocks. The Contract shall remain in force for 1 year from the first date of storage and extendable by 6 months and then further up to the liquidation of the remaining stocks.

- 18.5(i) It is clarified that if during the period of contract, the occupancy of godown falls to zero stock level then Service Provider will not be paid any PMS charges and Service Provider shall handover the godowns to CRWC as per procedure. However, the Service Provider will take over such godowns from CRWC from the first date of storage of stocks in such godowns and become eligible for PMS charges for actual storage of Fully pressed cotton bales.
- 18.6 The stocks stored in the godown shall be subject to periodical inspections by CRWC. The condition of stocks and godown shall be examined by CRWC/Customer along with representative of Service provider. Discrepancy/irregularity, if any, noticed shall be reported in writing to the Service Provider giving particulars of loss or damage/down-gradation etc. caused to the goods or to the godown.
- 18.7 In the event of failure of the Service Provider to undertake the work after execution of PMS agreement or if Service Provider resiles from the contract during its currency, CRWC shall have the right to get the work done from any outside agency at the risk and cost of the Service Provider and the Service Provider/Service Provider shall be liable to make good the loss, if any, suffered by CRWC on this account and CRWC shall also have the right to deduct/recover the amount of such loss and to claim the balance amount from the Service Provider without prejudice to any other remedy under the Contract/Law.
- 18.8 The Service Provider should ensure to keep all the time adequate number of employees/labour and equipment to cope with the work for the purpose of preservation, maintenance and security of stocks in accordance with the guidelines/instructions of CRWC.
- 18.9 The list of Authorized officers/officials of CRWC would be provided to the Service Provider.
- 18.10 CRWC would also provide all the templates/ formats required for record keeping to the Service Provider
- 18.11 The Service Provider shall ensure that security deposit/ Performance Guarantee amount is replenished within 7 days of any deduction made by the CRWC.
- 18.12 CRWC shall depute an official to co-ordinate with Service Provider and customers for smooth functioning of warehouse operations. CRWC may conduct surprise checks as when required by the authorities to see the operations are performed by the service providers according to terms and conditions of E-TENDER document, and to see that Moveable and Immovable properties and stocks are being properly safeguarded.
- 18.13 The Service Provider has to maintain the registers / documents as per **Annexure-**



**VII.****19. PAYMENT**

- 19.1 The Service Providers shall have to perform all the services provided for in this contract. The Service Provider shall be paid at the rates accepted by the company for the services rendered satisfactorily.
- 19.2 Admissible payments shall be made by **CRWC within 30 working days subject to realization from customer**. The Service Provider shall submit monthly bills in triplicate duly verified by the officer authorized by CRWC for the purpose. The monthly bills will be entertained only after submission of Monthly Stock Account (MSA) duly verified by the authorized representative of CRWC. If due to some reason customer does not release storage charges up to 3 Months, then CRWC shall make payment of admissible PMS charges to the service provider.
- 19.3 Godowns to be handed over by/to CRWC at zero stock level to/by the service provider at the time of start/expiry of the contract. On the expiry of the term of 1 year or earlier or after extendable period, the Service Provider will continue to perform the services till the liquidation of the stocks stored in these godowns prior to the completion of the term and the Service Provider will be paid for these services on the actual storage basis till complete stock gets liquidated i.e. on reaching stocks zero level.
- 19.4 It is clarified that if during the period of contract, the occupancy of godown falls to **zero stock level then Service Provider will not be paid any PMS chargers** and Service Provider shall handover the godowns to CRWC as per procedure. However, the Service Provider will take over such godowns from CRWC from the first date of storage of stocks in such godowns and become eligible for PMS charges for the actual stock stored.
- 19.5 The Service Provider shall have to perform all the services provided for in this contract. The Service Provider shall be paid at the rates accepted by the company. The Service Provider 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, CRWC, will be final and binding. Non-settlement of the rates for additional services will not confer a right upon the Service Provider to refuse to carry out or render such services.
- 19.6 For capacity under the scope of the Service Provider will be paid the PMS charges for the total monthly stocks of fully compressed cotton bales stored/ preserved. The storage charges shall be paid on actual deposit basis. **Stocks received in the warehouses shall be charged on actual basis as per the agreed rate till the total quantity stored is reduced to NIL**. Rates will be calculated on daily basis on the stocks stored (unit in such case will be one day). For calculation purpose, daily rate will be decided by monthly rent divided by 30 and Stock will be calculated on

Opening Stock of the day.

- 19.7 All other **statutory deduction as applicable from time to time under all applicable tax rules / all enactment amended from time to time and shall make from the monthly PMS Charges.**
- 19.8 The service charge of Service Provider will be decided on the basis of rates quoted in Price Bid for Services for performing the Preservation, Maintenance and Security Services part of the Scope of the services as per Scope of Work mentioned in this document.
- 19.9 The Service Provider must submit to CRWC, dispatch documents of the stocks delivered i.e. fully compressed cotton bales, duly completed to Terminal Manager by email within 4 hours from dispatch.
- 19.10 **The Security deposit and Performance Guarantee will be refunded to the service provider only on production of "NOC" from Terminal Manager CRWC.**

## **20. SUBLETTING**

The Service Provider shall not sublet/transfer or assign the contract or any part thereof to any party. In the event of the Service Providers contravening this condition, CRWC shall be at liberty to get the work done from other firm/Service Provider on the Service Providers account and at the risk and cost of Service Provider and the Service Provider shall be liable for any loss or damage which the CRWC may sustain in consequence arising out of such replacing of the contract.

## **21. SETOFF**

Any sum of money due and payable to the Service Provider (including security deposit/ Performance Guarantee refundable to him) under this contract may be appropriated by the CRWC and set off against any claim of the company against the service Provider for the amount due arising out of this contract or under any other contract made by the Service Provider with the CRWC.

## **22. RECORD KEEPING**

- 22.1 The service provider shall keep in a place of safety a complete and accurate set of records and accounts of all transactions pertaining to the operation of the depot/ centre including records and accounts of all goods received in the godown and withdrawn there from as per CRWC standards, of all unissued documents in his possession, counterfoils/second copies of all documents issued, returned to, or cancelled, by him.
- 22.2 All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspections, audit by the authorized representative of the CRWC at the Godown or any officer acting on his

behalf or an officer acting on behalf of Managing Director, CRWC including the accounts and audit officers. The Service Provider shall be responsible to produce the same at such time and place as may be directed by the authorized representative of the CRWC.

### **23. RECEIPT/DESPATCH & WEIGHMENT IN GODOWN:**

- 23.1 Customer will send the stocks in sound bales to the godowns. In case of receipt of cut & torn bales if any found, the same would be reported by the Service Provider. Service Provider may ensure that the delivery of the goods is made only to the authorized person of the Customer.
- 23.2 Goods will be rendered for storage by the representative of Service Provider who will fill up and sign the form for deposit and other formalities.
- 23.3 Stock of fully compressed cotton bales at the godowns would be received and issued on weighment/number of bales basis on the lorry weighbridge available in the godown or the private weighbridge available enroute /nearby at the expense of CRWC. It is clarified that weighbridge installed in CRWC warehouses shall be operated & maintained by the Service Provider. Weighment of private vehicle, if any, not to be carried out without the approval of competent authority.
- 23.4 The weight of the stocks, moisture contents as well as condition of the stock at the time of receipt and issue shall be recorded by Service Provider. The loss arising due to damages/down gradation / deterioration of stocks during storage will be borne by the Service Provider.

### **24. SIGNING OF WAREHOUSE RECEIPT (WHR)**

The (WHR) Warehouse receipt will be signed by the authorized representative of service provider for and on behalf of CRWC in respect of receipt of stocks in godowns. The entries with regard to delivery of stock shall be made by the Service Provider. Overwriting and cuttings in WHR shall not be permitted.

### **25. STORAGE LOSS/GAIN**

- 25.1 The stocks stored in the godown shall be inspected and physically verified by CRWC as well as Customer as and when required.
- 25.2 Physical verification statement will be submitted in the prescribed performa of CRWC/Customer.
- 25.3 If there are any shortages of stock of cotton bales, Service Provider shall be responsible for the same and recoveries for such shortages shall be affected from the service Provider by CRWC from their monthly PMS charges.
- 25.4 The Service Provider will also be responsible for deductions made by Customer on

account of Quality cuts, Moisture Cuts etc. in fully compressed Cotton bales stocks and storage losses.

- 25.5 If the storage losses are beyond permissible limit as per Customer norms in vogue, Service Provider shall be responsible for the same and recoveries for such unjustified losses shall be affected from Service Provider by CRWC. The cost will be decided by the CRWC.

## **26. RECEIPT / DELIVERY OF GOODS**

- 26.1 Receipt/Delivery or transfer of goods shall be on the Instructions of the authorized representative of CRWC/Customer.
- 26.2 The delivery of stocks shall be made as per demand and priority on the instructions of CRWC/Customer representative.
- 26.3 For delivery of goods before and after office hours and on holidays, reasonable/prior intimation /notice shall be given to the Service Provider for which Service Provider shall be bound and to ensure that there is no loss to CRWC/Customer.

## **27. INITIAL FUMIGATION**

- 27.1 No stocks should be accepted in infested condition for storage into the godowns. However, if necessary/exigency the stock received in infested condition, the same should be treated first before stacking /entering into godowns.
- 27.2 In respect of stocks dispatched from the godown, if the same are found to be dispatched in infested condition or destination cut imposed by Customer on account infestation etc. as substantiated by records and facts, CRWC shall recover from the same charges from the Service Provider at the rates prescribed by Customer/CRWC from time to time.

## **28. INSURANCE**

- 28.1 The Service Provider shall undertake to exercise reasonable care and diligence for safe keeping the stocks and godown of CRWC as is required from a storing agency as per terms and conditions of this contract. The godown and the stocks & material stored therein shall be insured by Customer through a comprehensive insurance policy covering all the risks. The premium and other related charges will be borne by the Customer.
- 28.2 The valuation of stocks for the insurance purpose will be done at the last available cost of stock of fully compressed cotton bales. The valuation of the Godown and ancillaries for the insurance purpose will be obtained from CRWC/Customer.
- 28.3 In the event of any losses, Service Provider will cooperate with the CRWC/Customer in furnishing necessary details for finalizing the claim for compensation by the

Insurance Company.

## **29. FREE MOVEMENT OF STOCKS**

- 29.1 Service Provider shall ensure that there is no hindrance in receipt/issue of the stocks at the godown or for moving the stocks within the godown premises and for persons deputed by CRWC to oversee the godown operations. The Service Provider shall keep the godown premises as well as documents pertaining to stocks of CRWC open for inspection any time to the officers/staff of CRWC. In case of failure on part of Service Provider to do so, CRWC will be at liberty to make alternate arrangements at the risk and cost of the Service Provider without prejudice to right of CRWC to initiate such other action as deemed fit treating such failure as breach of contract. Any losses/damages arising thereof shall also be liable to be recovered from the Service Provider
- 29.2 Service Provider shall not perform any activity other than specified in scope of Work under PMS project in the premises of the godowns.

## **30. PROVISION OF FACILITIES**

- 30.1 The Service Provider shall provide all the facilities at par with CRWC norms including proper stacking, scientific storage and treatment of the stocks, round the clock security, proper prophylactic & curative treatment, etc. List. These facilities shall be part & parcel of the PMS contract.
- 30.2 The Service Provider shall keep all the facilities available in the godown /premise like weighing scale, QC equipment's, drinking water etc. and shall be made available to officers/staff of the CRWC without any additional cost.

## **31. STATUTORY OBLIGATIONS**

- 31.1 It is the sole responsibility of Service Provider to hold all valid licenses relating to PMS by respective competent Authorities, valid PAN & GSTIN numbers etc. during the contract period.
- 31.2 The Service Provider shall be responsible for payment of all central/ state specific statutory taxes, duties, cess and local taxes/levies and the charges related to PMS contract in godown/premises.
- 31.3 The Service Provider shall be solely responsible to fulfill all the statutory obligations under various Central/State acts which are in force including EPF/ESI and applicable labour laws for the employees/labour hired by the service provider.
- 31.4 The Service Provider has to execute an agreement with CRWC as per **Annexure-X**

## **32. LIABILITY FOR LOSSES**

- 32.1 Service provider shall ensure satisfactory performance of all the services and obligations under the contract, failing which, company, will be at liberty to make temporary alternate arrangements at the risk and cost of the Service Provider.
- 32.2 Service Provider will also be liable to make good the losses on account of any shortage/damage/loss etc., to stocks at cost of stock of fully compressed cotton bales. Loss to the property shall be recovered from the service provider as per the valuation of the CRWC.
- 32.3 Any of the above actions by the CRWC against the service provider will be without prejudice to other rights and remedies available to the CRWC including termination of the contract.

**33. LIABILITY TOWARDS LABOUR AND/OR PERSONNEL:**

- 33.1 The Service Provider shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and shall obtain all mandatory registrations, Licenses, approvals.
- 33.2 The service Provider shall be solely responsible for timely deposit of contributions under various enactments and to maintain all prescribed Records, Registers and such other particulars as required in respect of the personnel engaged by him and file the prescribed returns from time to time.
- 33.3 CRWC shall be in no way responsible for the Service Providers liability & obligations in respect of the personnel engaged by him. Notwithstanding the same, If, on account of default of the Service Provider, CRWC is compelled to make any payments/contributions or discharge any responsibility/liability of the Service Provider, CRWC shall be entitled to recover and/or set off such amounts/expenses incurred from the amounts due to the Service Provider under this or any other contract with CRWC without prejudice to the right of CRWC to initiate appropriate legal proceedings for recovery of such amounts.
- 33.4 The Service Provider shall indemnify CRWC against all claims whatsoever arising out of his default in respect of the personnel engaged by him under any Statute/Law in force.
- 33.5 CRWC shall in no way be responsible for any liabilities arising out of the Service Providers contractual obligation with the Service Providers personnel.
- 33.6 The contract as entered into between CRWC and the Service Provider shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under any statutory/ mandatory provisions prevailing in India. Liabilities of the Service Provider in respect of obligatory laws remain unaffected and Service Provider shall remain responsible for settlement of claims, if any of third parties who may suffer damages either due to the fault of the Service Provider or its employees and Associates.

- 33.7 The Service Provider shall be solely responsible for all claims arising out of any accident, death etc. in respect of the personnel engaged by the Service Provider under the contract.

#### **34. CORRUPT PRACTICES**

The Service Provider shall not offer or give or agree to give any person in the employment of the CRWC any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the contract or any other contract with the CRWC or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CRWC. Any breach of the aforesaid condition by the Service Provider or anyone employed by him or acting on his behalf whether with or without the knowledge of the Service Provider or the commission of any offence by the Service Provider shall entitle the CRWC to cancel the contract and all or any other contracts with the Service Provider and recover from the Service Provider the amount of any loss arising from such cancellation.

#### **35. INSOLVENCY AND BREACH OF CONTRACT**

- 35.1 CRWC may at any time, by notice in writing summarily terminate the contract without Compensation to the Service Provider in any of the following events-
- a) If the Service Provider being an individual or a firm, any partner thereof, shall at any time, be adjudged insolvent or order for administration of his estate made against him or initiated any proceeding under insolvency Act.
  - b) If the Service Provider being a company is wound up voluntarily or by the order of a court or a receiver, liquidator or Manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager.
  - c) The contract is also liable to be terminated if the Service Provider commits breach of any of the terms of the contract and in that event the Service Provider is responsible and liable for all loss and damage arising out of and as a consequence of such breach.
  - d) Provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the CRWC and provided also the Service Provider shall be liable to pay to the CRWC for any extra expenditure he is thereby put to.
  - e) If any time during the currency of the contract it is established that any or all of the information provided by the Service Provider is false, the Contract is liable to be terminated without prejudice to any other acts and remedies under the contract/law.

**36. LAWS GOVERNING THE CONTRACT**

- 36.1 The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this Contract will be settled in the Court of law of competent jurisdiction.
- 36.2 **ARBITRATION:** - In case of any dispute/differences arising out of any manner, the same shall be referred to the sole arbitration of M.D, CRWC or his authorized representative and there will be no objection that the person so authorized is/was the employee of CRWC. The decision of MD CRWC/ Authorized person shall be final and binding on both the parties.

**37. SUMMARY TERMINATION**

- 37.1 CRWC has all the rights to terminate the contract at any time during its currency, without assigning any reason thereof, by giving 15 days' notice in writing to the Service Providers at their last known place of residence/business and the Service Provider shall not be entitled to any compensation by reason of such termination.
- 37.2 In the event of breach by the Service Provider of any of the terms and conditions of the contract, or failing to observe any of the provisions, obligations governing the contract, the CRWC shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith at the risk and cost of the Service Provider and to forfeit the Security Deposit/Performance Guarantee or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by CRWC consequent to such termination and/ or in completing the assignment. CRWC may also affect recovery from any other sums then due to the Service Provider or which at any time thereafter may become due under this or any other contract with CRWC. In case the sum is not sufficient to cover the full amounts recoverable, the Service Provider shall pay CRWC on demand the entire remaining balance due.

**38. FORCE MAJEURE**

A Force Majeure means any event or circumstance or a combination of events which are beyond the reasonable control of the affected Party, which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a Material Adverse Effect on the affected Party's obligations under this Agreement. A Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.

**39. PROCEDURE FOR FORCE MAJEURE**



If a Service Provider claims relief on account of a Force Majeure, then the claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within three days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the CRWC in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Service Provider's obligations under this Agreement. Upon cessation of the situation which led to a Service Provider claiming Force Majeure under this section the Service Provider shall within two days thereof notify the CRWC in writing of the cessation and the Service Provider shall as soon as practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

#### **40. PROLONGED FORCE MAJEURE**

- 40.1 In the event Force Majeure continuously impedes or prevents a Service Provider's performance for longer than seven consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Service Provider, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this Agreement or to terminate this Agreement.
- 40.2 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 40.3 The Service Provider is entitled to the payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of the CRWC in this regard will be final.

#### **41. NOTICES**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post / e- mail / hand delivery under acknowledgment to an authorized representative of the respective Parties.

**(Signature of Service Provider)**

**Part – B**

**Price Bid**

**PRICE BID (For Providing PMS Services)**

1. The rates should be quoted exclusive of GST in **Rs..... per fully compressed cotton bale per Month** in figures as well as in words. There should be no cutting/ overwriting in the price bid. Where there is discrepancy between the amount in Figure and words, the lower of the two will govern.
2. I/We hereby quote following rates as service charge Per fully compressed cotton bale Per Month (exclusive of GST) for preservation, dunnage, chemicals/ fumigants, office equipment's, miscellaneous equipment's like telephone, electricity and stationery, watch & ward, weighbridge operation/ handling & maintenance, computer systems & maintenance/operators along with internet facility & MIS related Software of CUSTOMER/CRWC and associated manpower for all operations connected with the maintenance of the food grain stocks as per CRWC norms.
  - i) Rates in Figures Rupees..... and Paise .....only Per cotton bale Per Month
  - ii) Rates in Words Rupees..... and Paise .....only Per cotton bale Per month

(For The actual stocks stored capacity of the godowns shall only be considered) The above Rates are exclusive of GST. However, no GST will be paid by CRWC on Agriculture Produce for the Godowns under the scope of PMS)

The Service Provider will be paid the PMS charges for the total monthly stocks of fully compressed cotton bales stored/ preserved. The storage charges shall be paid on actual deposit basis. Stocks received in the warehouses shall be charged on actual basis as per the agreed rate till the total quantity stored is reduced to NIL. Rates will be calculated on daily basis on the stocks stored (unit in such case will be one day). For calculation purpose, daily rate will be decided by monthly rent divided by 30 and Stock will be calculated on Opening Stock of the day.

In case there is more than one Bidder quoting the same rates, due consideration shall be given to turnover value of financial years as submitted under eligibility criteria for the purpose of selection of L1. In such cases, Tender shall be awarded to the Bidder having higher average turnover value of three (03) financial years out of preceding five (05) financial years.

As per Public Procurement Policy on MSE, considering that this is a non-divisible Tender, If an MSME is one of the Bidder and it's financial bid is found to be within the range of L1+ 15%, the option shall be given to MSME to match the original bid rates or negotiated rates, as the case may be, of the L1. If the MSME matches the rates, the TEC shall recommend award of contract to MSME.

This rate is inclusive of upkeep and maintenance of property including roads, buildings and ancillary structures, fittings and fixtures, water and electric charges thereof, maintenance of weigh bridge, weighbridge and computer operator, computer facilities their usage and other charges and as well as other local taxes/statutory charges associated with the operation and facilities provided as per terms of the agreement to be entered.

**Signature of Tenderer/Authorized Signatory**

**Full name of Signatory**

**Full name of the Tenderer**

**Annexure-I****Tentative Godowns / Locations where PMS/ Surveyor/ Custodianship services shall be required**

Name of District		Name of Centre		Name of District		Name of Centre	
1	Sriganganagar	1	Sriganganagar	3	Bhilwara	1	Gangapur
		2	Anupgarh			2	Kotri
		3	Jetsar				
		4	Padampur				
		5	Sadulsahar				
		6	Srikaranpur				
		7	Srivijaynagar				
		8	Suratgarh				
2	Hanumangarh	9	Hanumangarh-Jn	4	Ajmer	3	Bijaynagar
		10	Hanumangarh-Tn			4	Beawar
		11	Pilibanga				
		12	Goluwala				
		13	Sangaria				
		14	Rawatsar				
				5	Nagour	5	Merta City
				6	Chittorgarh	6	Nagaur
				7	Alwar	7	Kapasan
				8	Jodhpur	8	Alwar
				9	Rajsamand	9	Khairthal
				10	Pali	10	Bilara
						11	Phalodi
						12	Kuraj
						13	Sumerpur
<b>TOTAL CENTRES : 27</b>							

The number of Godown / Locations and the volume of work handled may fluctuate (increase or decrease) and the PMS Agency should note that no claim for fluctuation in the volume of work to be handled during the currency of the contact will be entertained.

**Annexure-II****Indicative list of activities required to be carried out by the Service Provider and as be amended from time to time by CRWC which shall be part & parcel of terms & conditions of the PMS contract.****1. PRE- STORAGE STEPS:**

A well-planned work is necessary in order to avoid haphazard handling of stocks and ensure proper accounting and preservation of stocks. Therefore, before fresh stocks are received in the godowns, the Service Provider should be fully prepared to receive it. In this connection, the Service Provider should attend to the following points:

- i. Check up the godowns to ensure that there is no leakage in the roof and walls etc. and drainage is in perfect condition.
- ii. Cleanliness and disinfestation of godowns.
- iii. Estimation of capacity in cotton bales
- iv. Drawing up of stack plan
- v. Dunnage
- vi. Chemicals for fumigation with sufficient expiry date.

**2. CHECK UP OF GODOWNS:**

In order to avoid the possibility of damage to the stocks to be stored, the Service Provider should check up that there will be no leakage from roof or walls during monsoon and that godown floor does not suffer from seepage. The godowns should be in perfect condition. All cracks and crevices should be brought to the notice of godown owner and same to get filled in and cement plastered. Other possible points of leakages in walls and roof should be checked up and got closed so that water in Monsoon does not enter the godowns through these leakages and damage the stocks. If there are any rat borrows, Al Phosphide should be introduced and holes plugged with clay (wet mud plastering). After 24 Hours the clay (wet mud plastering) should be removed and openings should be plugged with cement mixed with pieces of broken glass.

**3. CLEANLINESS AND DISINFESTATION OF GODOWNS:**

The godown should be got thoroughly swept and cleaned. If there is any suspicion of infection, it should be disinfested with Al. Phosphide, or DDVP spray.

**4. DRAWING UP OF STACK PLAN:**

The stack plan should be chalked out bearing in mind the following, three points:

- i. Maximum space is put to use for storage of stocks.
- ii. Proper alleyways are left for carrying out handling operation, inspection of stocks and their disinfestation treatment with ease and efficiency.
- iii. Maximum benefit of aeration and ventilation arrangements available in the godowns is drawn, as far as possible; the base area of all the stacks should be uniform as far as possible.

**5. STACK LINES:**

The floor area may be divided into uniformly sized and serially numbered rectangular stack bases to build stacks. The stacks lines 2 inch broad drawn in white or black paint serves to mark the boundary of the proposed stack. While marking these stack bases care should be taken to leave 2 ft. to 2.5 ft. wide alleyways between stack and walls or pillars for ventilation and operational purposes. The main alleyways for the haulage purpose may be 3ft.

**6. STACK SIZE:**

Actual size of the stacks in godowns should not normally exceed the size of 3-3-7 meters with 10-12 ft height 30 ft. x 20 ft.

**7. DUNNAGE:**

Use of proper dunnage under the stacks is of fundamental importance to protect the stacks from moisture damage and there can be no deviation from this rule.

**8. STACK CARDS:**

Prescribed stack cards in Transparent natural coloured polythene with covering of proper size should be kept ready for display on each stack.

**9. COLLECTION OF SWEEPING:**

During and after storage the sweeping will be collected, cleaned filled in standard bags and got accounted for as per procedure in vogue.

**10. STACK WISE REGISTER:**

After completion of storage, prescribed stack wise register will be maintained for inspection and disinfestations treatment.

**11. CARE OF FP COTTON BALES DURING STORAGE:****A. CLEANLINESS:**

The godown should be swept regularly every day and kept in neat tidy and hygienic condition. All webs on the wall roof, alleyway & cotton bales should be removed regularly. No loose cotton should lie on naked floor.

**B. PROVISION OF SAMPLE BAGS:**

Adequate number of sample bags should be provided in each godown. All the samples drawn from the stacks for the purpose of inspection should also be kept in these sample bags.

**C. AERATION:**

Doors, Windows and ventilators of the godowns should be kept on clear/ dry / sunny days

for aeration.

#### D. SPRAYING:

As soon as the stack is complete, it should be sprayed as per following norms:

Name of Insecticides	Nature of Insecticides	Dosages	Remarks
DDVP (1:150)	Semi fumigant and contact poison	On walls / alleyways / Empty space 3 liters of prepared solution per 100 Sq. meters (1000s.ft)	Once after 21 days

#### E. SEPARATE STORAGE FOR DIFFERENTCOMMODITIES:

Each lot should be stored quality wise in separate stacks with distinct identity.

#### F. FORTNIGHTLY INSPECTION:

Godowns and stocks should be thoroughly inspected at least once a week. During rains the inspection should be frequent. Inspection should consist of: -

- Checking up of godown walls, roof and floor, checking up peripheral, top and bottom layer bales.
- Checking up of representative sample of each stack.
- Checking up of stocks of different depths/sides of cotton bales

A proper godown-wise/stack-wise register to be maintained recording the observations/findings of the fortnightly inspections.

#### G. DURING INSPECTION IT SHOULD BE ASCERTAINED AND REPORTED WHETHER: -

- 1) Proper standard of godown hygiene and cleanliness is being maintained.
- 2) There are any leakage/cracks and godown stand in need of any repairs.
- 3) There is any likely hood of damage to stocks due to godown leakage.
- 4) The floor is free from seepage or not, if not, whether the stocks are likely to get damaged due to seepage.
- 5) There is any heating etc. in the stocks.
- 6) The stocks require turn over owing to heating.
- 7) The stock of bottom layer bags and other bags is dry, if not whether there is any likelihood of damage to stocks on account of excessive moisture.
- 8) The stocks are free from infestation. If not, what is the kind and magnitude of infestation and whether spraying/fumigation of the stocks is warranted
- 9) There is any damage to stocks due to infestation and, if yes, to what extent.
- 10) There are any stocks warranting immediate disposal for reasons of deterioration.
- 11) The fumigation has been done in time.
- 12) The stocks have been dusted on due dates.
- 13) There is any rat trouble in the godowns.



14) There is any damage to stocks caused by rats.

The observations made during inspection should be recorded in the stack wise inspection register and stack cards. Whatever action is required on above points as a result of inspection should be taken at once. A detailed report about the action taken and required to be taken should be sent to CRWC.

**H. FUMIGATION:**

In case of infestation, the stocks should be fumigated.

After fumigation is carried out, the top and sides of the stacks should be checked for any crawling insects. If any crawling insects are noticed, then it should be taken as an indication of fumigation operation being not carried out properly and effectively. The cause should be looked into and avoided for future operation & stocks should be fumigated again and after exposure period / after fumigation, the bales and the stacks should be cleaned and brushed thoroughly to remove ash and dead pest & stocks should be sprayed with DDVP (in case of crawling infestation) to eliminate the chances of any living pest.

The Service Provider will also purchase all insecticides required for maintenance of health of stocks.

The Service Provider will also have to maintain the record of the insecticides consumed from time to time and also the empty container/tubes, which will be disposed of with the prior approval of the CRWC.

**I. TREATMENT FOR RAIN AFFECTED STOCKS:**

In case of receipt of rain affected stock the Service Provider shall take necessary salvaging operations and aerate the stocks before stacking to maintain the health of such stocks during storage.

**12. ACTION TO BE TAKEN AT THE TIME OF DELIVERY OF STOCKS FROM THE GODOWN:**

As soon as the movement is allotted, Service Provider will get the priority & identification of the stocks to be delivered. Thereafter, the Service Provider will ensure issue of stocks as per the priority given by the customer/ CRWC. In case of any deviation in priority, the same has to be authenticated by authorized Customer/CRWC representative giving justifications for the same.

**13. BRIEF DISCRIPTION OF WORK:**

- i. The agency/Service Provider shall be responsible for quality cuts on account of weevil ling and living infestation in the stocks.
- ii. The Service Provider shall deploy its personnel to verify the correctness of the receipt/dispatch of stocks by deploying his work force for this purpose and the authorized representative of Service Provider will duly verify the entries of receipt and dispatch and correctness of weight of stocks by putting his signatures.
- iii. In case of any shortage or damage / loss etc. to goods for whatsoever reason while the same are in the custody of the Service Provider, the Service Provider shall be

liable to make good to the value of the goods including, penalties and fines as levied by the concerned authorities for such shortage or damage / loss etc. In addition, if there is collusion of the Service Provider in such losses or damage, CRWC may levy a penalty as deemed fit. In case of any dispute, the decision of the Managing Director, CRWC will be final and binding on the Service Provider.

- iv. The agency/Service Provider shall also ensure receipt/dispatch of stocks strictly conforming to uniform specifications prescribed for the corresponding year. The liability of the Service Provider for any default in this regard will be governed as per the instructions / procedure issued by CRWC from time to time. It shall be the responsibility of the Service Provider to keep themselves updated with the latest amendments/ modifications in the above instructions.

**PROVIDING OF NECESSARY INFRASTRUCTURE FOR PROPER UPKEEP OF HEALTH OF STOCKS IN GODOWNS BY THE SERVICE PROVIDER:**

The following Items are required to be provided by the service provider in the godowns: -

Sr. No.	Name of the Item/article	Specification
1.	Locks	7 levers with 2 keys (Godrej)
2.	Foot Sprayers	One
3.	Moisture meter	Model No. 6005-SL (Indosaw)
4.	Polythene Covers	Average thickness 1000-1200 gauge
5.	Ladder	As per the need
6.	Bucket	As per the need
7.	Mug	20 Litre capacity
8.	DDVP (Di Methyl Dichlorovinyl Phosphate) & monocrotophos 75 bp	As per the need
9.	Deltamethrin	Once in 3 months or after fumigation (for spraying)
10.	First aid box	One

**ANNEXURE-III**

**DECLARATION**

(on non-judicial stamp paper of appropriate value, attested by Notary Public)

1. I \_\_\_\_\_ Son/ Daughter/ Wife of \_\_\_\_\_ am the authorized representative of the bidder firm and I am competent to sign this declaration and execute this Bid document.
2. I have carefully read and understood all the terms and conditions of the Bid No.....and I agree, confirm and undertake to abide by all the terms & conditions as stipulated in the prescribed Bid document, its Annexures, Appendices and also to furnish signed hard copy of bid document upon award of contract.
3. The information/documents furnished along with the above Bid are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false or incorrect information/fabricated document would lead to rejection of my Bid at any stage without prejudice to any other rights that the CRWC may have under the Contract and Law.
4. I further undertake that the entire responsibility of the personnel deployed under the contract services will be that of the Bidder.
5. I/We do hereby declare that I/We shall be bound by the act of my/our duly constituted attorney, Shri \_\_\_\_\_ and of any other person who in future may be appointed by me/us in his place to carry on the business of the concern whether any intimation of such change is given to the ..... or not.
6. I have thoroughly examined and understood all the terms & conditions as contained in the Tender document, invitation to tender, General Information to Tenderer and its annexure & appendix and agree to abide by them.
7. I agree to keep the offer open for acceptance up to and inclusive of and to the extension of the said date by 30 days in case it is so decided by the Managing Director, CRWC. I/We shall be bound by communication of acceptance of the offer dispatched within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for the company the offer will remain open for acceptance till the next working day
8. I do hereby declare that the entries made in the tender and Appendices/Annexures attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.
9. **I hereby declare that my Firm/Company has not been blacklisted or otherwise debarred during the last 3 years by CRWC or any department of Central or State Government or any other Public Sector Undertaking, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. (\*)**

OR

10. I hereby declare that I, my Firm/Company was blacklisted/debarred by (here give the name of the client) for a period of \_\_\_\_\_, which period has expired on \_\_\_\_\_. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given) (\*) (\*) (Strike out whatever is not applicable)

11. **I/we hereby declare that no contract entered into by me, my Firm/Company with the CRWC Ltd., or any department of Central or State Government or any other Public Sector Undertaking or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.**
  
12. ***I/we hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.***
  
13. I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the CRWC Ltd shall have the right to disqualify me/us without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.
  
14. **I/we hereby declare that** in case of death of the Proprietor of the firm, the legal heir/nominee will be responsible for all rights/obligations of all types of the firm. In case of partnership firm, and death of any Partner of the firm, his legal heir/nominee will be responsible according to the ratio of deceased partner's share in the firm. In case death of any General Power of attorney/Special Power Attorney partner, the fresh Partnership deed should be executed with the same name and style of the firm and latest Valid General Power of attorney/Special Power Attorney should be submitted to CRWC authority.

**Yours Faithfully,**

( )

**Signature of Bidder**

**(Capacity in which signing)**

**Seal**

**ANNEXURE-IV****Proforma of Work Experience Certificate to be produced by the Tenderer**

Sr. No.	Name of the Client Served	Nature of the work/ Contract executed	Contract Period		Product Handled	Volume of Work Handled In MT	Total Value Of work/ Contract executed	Remarks
			Start from	End				

Signature of Authorized Signatory

*Seal*

**Proforma of Bank Guarantee of Security Deposit**

**Annexure-V**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

In consideration of the Central Railside Warehouse Company Limited, at .....  
..... (hereinafter called CRWC) having stipulated furnishing the security deposit  
in the form of Bank Guarantee under the terms and conditions of the contract No., dated  
..... made between the CRWC and M/s ..... (hereinafter called the Bidder)  
to undertake service (PMS) operations at CRWC Warehouses (hereinafter called the "contract") for  
the due performance and fulfillment by the said Bidder of the terms and conditions and obligations  
contained in the said contract, we (**NAME OF BANK**), (hereinafter referred to as 'the Bank')  
at the request of M/s..... (BIDDERS) do hereby undertake to pay on demand by  
CRWC an amount Rs.....(Rupees.....only).

We (**NAME OF BANK**) do hereby undertake to pay the amounts due and payable under this  
guarantee without any demur, merely on a demand from the CRWC. Any such demand made on the  
Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding  
Rs.....(Rupees.....only).

We undertake to pay to the CRWC any money so demanded notwithstanding any dispute or disputes  
raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto  
our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there  
under and the Bidder shall have no claim against us for making such payment.

We, (**NAME OF THE BANK**) further agree that the guarantee herein contained shall remain in full  
force and effect during the period that would be taken for the performance of the said contract and  
for a period of 18 months from the date of issue of this Guarantee and that it shall continue to be  
enforceable till all the dues of the CRWC under or by virtue of the said contract have been fully paid  
& its claims satisfied or discharged or till the CRWC certifies that the terms and conditions of the said  
contract have been fully and properly carried out by said Bidder(s) and accordingly, discharges this  
guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before  
(**date**) (42 months to be indicated) we shall be discharged from all liability under this guarantee  
thereafter.

We, (**NAME OF THE BANK**) further agree with the CRWC that the CRWC shall have the fullest liberty  
without our consent and without affecting in any manner our obligation hereunder, to vary any of  
the terms and conditions of the said contract or to extend time of performance by the said Bidder(s)  
from time to time or to postpone for any time or from time to time any of the powers exercisable by  
CRWC and to forbear or enforce any of the terms and conditions relating to the said contract and we  
shall not be relieved from our liability by reason of any such variation, or extension being granted to  
the said Bidder(s) or for any forbearance, act or commission on the part of the CRWC or any  
indulgence by the CRWC to the said Bidder(s) or by any such matter or thing whatsoever which under  
the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the Constitution of the Bank or the  
Bidder(s).

The performance guarantee which is in the shape of bank guarantee, shall be renewed one month before its expiry from the same bank otherwise the Corporation will invoke the bank guarantee.

The guarantor hereby declare that it has power to execute this guarantee and the executants has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, **(NAME OF THE BANK)** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CRWC in writing.

**Dated the day of for (NAME OF THE BANK)**

**For.....**

**Name of Bank:**

**Seal of the Bank:**

**Dated, the .....day of ....., 20.....**

**(Signature, name and designation of the authorized signatory)**

NOTE:

- a. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch

**List of Documents to be uploaded in Technical bid folder/cover:**

Sl. No.	List of documents	(Page No.)
1	Name and address of the tenderer, email id and contact No.	
2	Composition of tenderer: - (state whether the tenderer is a proprietorship concern, or registered partnership firm, or a company). The name of the proprietor, or all Partners, or, the Directors of the company, as applicable, should be given.	
3	Scanned copy of RTGS /NEFT/ ELECTRONICMODE acknowledgment of such deposit (in pdf format) of proof of payment of Tender fee	
4	Scanned copy of RTGS / NEFT/ ELECTRONIC MODE acknowledgment of such deposit (in PDF format) of proof of payment of EMD	
5	Scanned copy of "Particulars of Bidder" as prescribed in Annexure-VIII	
6	Scanned copy of Declaration as per Annexure-III	
7	Self- attested Scanned copy (in PDF format) of Registered Deed of partnership of the firm, Registered Partnership Agreement of LLP along with Certificate of Incorporation, Memorandum& Articles of Association and certificate of incorporation of company etc. as applicable.	
8	Self- attested scanned copy (in PDF format) of Power of Attorney in respect of Authorized signatory for signing the bids	
9	Self-attested scanned copy (in PDF Format) of the Resolution passed by the Company/ LLP authorizing the person signing the Bid to do so on behalf of the company/ LLP	
10	Self-attested scanned copy (in PDF format) of PAN card of the firm.	
11	Self -attested scanned copy (in PDF format) of GST registration number of the firm.	
12	Self -attested scanned copy (in PDF format) of EPFO registration number of the firm.	
13	Self -attested scanned copy (in PDF format) of ESIC registration number of the firm.	
14	Self- attested Scanned copy (in PDF format) of duly audited P&L Account and Balance Sheet of last 3 financial years i.e. 2018-19, 2019-20 & 2020-21.	
15	The tenderer should have annual turnover of <b>Rs. 45,00,000/-</b> or above for each of last three years i.e. 2018-19, 2019-20 & 2020-21 in the field of Survey and Custodianship / Storage & warehousing (of Cotton, Food grains, Rice, agricultural produce and other such notified commodities). The tenderer is required to upload <b>Annexure-X</b> duly self-attested scanned copy (in PDF Format) certified by a practicing Chartered Accountant.	
16	Registered under Small Scale Industrial Undertaking & Micro Small and Medium Enterprises (MSME). A copy of certificate of registration to be enclosed.	



**Annexure-VII**

**LIST OF REGISTER/ DOCUMENTS MAINTAINED**

**THE FOLLOWING REGISTERS ARE TO BE MAINTAINED BY SERVICE PROVIDER IN THE  
PRESCRIBED REGISTER/ DOCUMENTS**

- 1.** Main Gate Register
- 2.** Main operation Register
- 3.** Godown wise Register
- 4.** Godown wise / Lot wise Stock Register
- 5.** Gate Inward-Outward Register
- 6.** PV Register
- 7.** Weighbridge Register
- 8.** Security Guard Register
- 9.** Weighbridge Internal Calibration
- 10.** Visitor Register
- 11.** Asset Register
- 12.** Consumable & Dead Stock Register
- 13.** Spot Rejection Register
- 14.** Sample Register
- 15.** Moisture meter calibration Register
- 16.** Stock / Lot / Sample seal Register
- 17.** Quality / Control Register
- 18.** Storage Loss / Gain Register
- 19.** Monthly undertaking certifying the quality and quantity of stock stored.

*(Signature of tenderer)*

**Annexure-VIII*****Sub: Proforma for handing over the Warehouse Campus: -***

Sr. No.	Description of items	Size	Condition
1.	Land area of campus		
2.	No. of compartments		
3.	Office block, i. No. of rooms ii. Type of Doors iii. Type of floor		
4.	Chowkidar quarter, i. No. of rooms ii. Type of Doors iii. Type of floor		
5.	Weighbridge pitless capacity i. Type of computer ii. Other accessories a. b. c.		
7.	Sanitary items i. Water Tank, ii. Taps etc. iii. Washbasin iv. Water closet suite v. Shower vi. Water lifting motor vii. Storage tank		
8.	Roads type and conditions		
9.	Boundary wall types & conditions		
10.	Godowns i. Type of sheeting ii. Type of floor iii. Type of gates iv. Type of ventilators		

11.	Conditions of Main Gates		
12.	Conditions of verandah platform		
13.	Conditions of ventilators		
14.	Sumps number & conditions		
15.	Labour hut & toilets		
16.	Any other item (not covered above)		

**Sub: Detail of furniture**

<b>Sr. No.</b>	<b>Description of items</b>	<b>Quantity</b>	<b>Size</b>	<b>Condition</b>
1	Executive Table			
2	Executive Chair			
3	Staff Tables			
4	Staff Chairs			
5	Visitors Chairs			
6	Computer Table			
7	Computer Chairs			
8	Peg Tables			
9	Steel Almirah Big			
10	Steel Almirah Small			
11	Steel racks			
12	Any other item (not covered above)			

**Annexure-IX**

**NO DUES CERTIFICATE (NDC) FOR RELEASING OF SECURITY DESPOSIT AND  
PERORMANCE GUARANTEE**

**(A)**

This is to certify that I/We M/s..... have successfully delivered the stocks from the godowns. No shortage has been observed and no recovery for storage loss/gain is pending against the Service provider as on date i.e.....

Accordingly, no dues certificate is issued in favour of Service Provider M/s .....

**Terminal Manager  
CRWC.....**

**(B)**

**This is to certify that no recovery on accounts of storage loss/gain and any type of cut is pending against the stocks. from warehouse..... as on date i.e. ....**

**Accordingly, no dues certificate is issued in favour of Warehouse .....**

**Sr. Manager (COMM. - I)  
CRWC, New Delhi**

**ANNEXURE-X****AGREEMENT**

The CRWC having agreed to award the contract for providing services for preservation/ maintenance of fully pressed cotton bales and security cover at warehouse(s) of CRWC at various places in the state of **RAJASTHAN** and various allied operations, I/we .....  
.....to be referred as Service Provider (SP) am/are executing this agreement on.....2021 and hereby confirm that I/We have thoroughly examined and understood the terms & conditions Governing for providing services for preservation, maintenance and security of fully pressed cotton bales at the warehouses of the CRWC and other incidental services etc., and agree to abide by them.

As per allotment letter No. .... Dated ..... issued CRWC, we are executing this agreement on .....2021. I/We am/ are willfully undertaking the said work for Rs.....per bale/month as service charges including all Taxes and Levies as applicable including GST, which forms part of this agreement and as per terms and conditions of the said documents.

That the above rate of Rs.....per bale/Month will be payable by CRWC calculated on the total tendered storage capacity of the bales being handled by M/S.....

That for capacity under the scope of PMS, Service Provider will be paid the PMS charges for the actual stocks stored/ preserved and not the total capacity. **Stocks shall be charged on actual basis as per the agreed rate till the total quantity stored is reduced to NIL.** Rates will be calculated on daily basis on the stocks (unit in such case will be one day). For calculation purpose, daily rate will be decided by monthly rent divided by 30.

That during the contract period of 1 year extendable at the discretion of CRWC, there will be no enhancement in the above rate and the same will remain operative till the expiry of the contract period including extended period, if awarded any time.

Service Provider assures CRWC that it will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. The agreement will remain in force for a period of 1 year with effect from ..... 2021 extendable further for one year at the discretion of CRWC on the approved terms and conditions for the services to **RENDERED BY** Service Provider

1. Service Provider shall be responsible for the preservation of stocks in the godowns in accordance with the instructions/guidelines of CRWC/Customer as is in force and as may be amended from time to time.
2. Service Provider shall be responsible for Quality Cuts on account of weevilling and living infestation in the stocks, if levied by Customer at the time of taking over the stocks from CRWC. In case Service Provider fails to make the payment on this account, it will be recovered from the bills/or security amount and or by invoking the Bank Guarantee/Performance Guarantee.
3. The full proof security arrangements shall be made by the Service Provider in respect of the stocks entrusted to it and in case of any defalcation/shortage of stocks, the Service Provider shall be liable to compensate CRWC the cost of the stocks.
4. 100% weighment will be done at the weigh bridge which is a part of the godown complex. The Service Provider shall deploy its representative at the weigh bridge to verify the correctness of the receipt / dispatch at the weigh bridge. The authorized representative of the CRWC can verify the entries of the receipt and dispatch and correctness of the weight of the stocks at the

weigh bridge and then counter sign along with the employee of the Service Provider, the weight check memo, the register/weightment sheets and daily transaction register.

5. The weight of the cotton bale, moisture contents as well as condition of the stock at the time of receipt and issue shall be recorded by Service Provider.
6. Service Provider will deploy employees who will carry out the preservation of the stocks inside the godowns. Service Provider will be responsible for the timely fumigation of stocks and will be responsible for maintaining the health of the stocks.
7. Service Provider will provide the required dunnage and Service Provider will provide Nets, Tarpaulins, equipment, insecticides, fumigants, chemicals, spraying equipment, Locks, and other equipment's per Terms and Conditions laid down in the Tender Documents as may be required for proper upkeep of health of the stocks.
8. The officer-in-charge of CRWC/Customer may advise or issue instructions to officials from time to time for the upkeep of the health of the stocks.
9. Service Provider will purchase all insecticides required for maintenance of health of stocks during a storage well in advance. Service Provider will also have to deposit the purchase bill of insecticides.
10. Service Provider will also have to maintain the record of the insecticides consumed from time to time and also the empty containers/tubes, which will be disposed of with the prior approval of the CRWC or any person/officers authorized by him and also in the presence of the authorized representative of the CRWC.
11. Apart from the work force required for preservation and maintenance of health of the stocks inside the godowns the Service Provider will provide the security personnel, the sweepers or the clerical staff or the computers as per the contract Agreement.
12. It will be the responsibility of Service Provider to undertake minor repair/stitching of partial operational cuts/torn in filled bags to stop spillage during storage/ transit. The sweeping of cotton collected shall be kept safely for delivery at the time of issue of these stacks and accounted for accordingly in spillage Account.
13. SP shall undertake to exercise reasonable care and diligence as is required as per terms and conditions of this contract for keeping the stocks of CRWC/Customer. Service Provider will be the Service Provider to the stocks stored and will have no lien on the stocks. The Service Provider will have no right to pledge the Stocks or Properties of CRWC/Customer.
14. In the event of any loss, Service Provider will cooperate with the CRWC/Customer in furnishing necessary details for finalizing the claim for compensation by the Insurance Company.
15. The stocks stored on account of CRWC shall be subject to monthly / periodical joint inspection by Service Provider / Customer and CRWC.
16. Storage Loss/Gain Statement will be submitted in the prescribed format to the In-charge CRWC after stocks in particular stack is completely liquidated during the month which should be jointly signed by the SPs authorized representative and CRWC representative. The statement will be lot-wise, month wise, Stack-wise.

17. The Loss Statement dully signed by the service provider or his authorized representative will be submitted by 7<sup>th</sup> of succeeding month after liquidation of stocks to the Authorized representative of CRWC for further action of Customer.
18. Norms / prevalent procedure for storage loss/ gain in Cotton finalized by the Customer from time to time will be binding on the Service Provider.
19. If the Storage losses are beyond permissible limit as per Customer norms in vogue (Annexure - XIII), Service Provider shall be responsible for the same and recoveries for such unjustified losses shall be affected from Service Provider by CRWC. In case the Storage losses are beyond permissible limit as per Customer norms in vogue, the value of unacceptable losses in storage will be recovered from Service Provider. In case Service Provider fails to make the payment on this account, it will be recovered from the bills/or security amount and or by invoking the Bank Guarantee/Performance Guarantee.

20. ARBITRATION

In case of any dispute/differences arising out of any manner, the same shall be referred to the sole arbitration of MD, CRWC or his authorized representative and there will be no objection that the person so authorized is/was the employee of CRWC. The decision of MD CRWC/ Authorized person shall be final and binding on both the parties.

21. NOTICE

Notice and all other communications under this Agreement shall be in writing and shall be either hand delivered / Couriered, E-mail to the concerned through Registered mail at the addresses mentioned above.

22. ENTIRE AGREEMENT

The Agreement, which may eventuate from this tender, shall be governed by the detailed terms and conditions, Scope of Work as contained in the invitation/instructions to the tenderers and as given in the Notes, Annexures, Schedule and Appendix forming part of the tenders submitted and accepted by Service Provider. This Agreement sets forth all the covenants and understandings between the parties with respect to the matters herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the .....day .....month and ..... year first herein above appearing.

M/S \_\_\_\_\_  
The within named Second Party  
by the hand of: -

**SR. MANAGER (COMMERCIAL-I)**  
**Central Railside Warehouse Company Ltd.**

SIGNED AND DELIVERED BY  
It's Authorized Signatory in the presence of:

**SR. MANAGER (COMMERCIAL-I)**  
SIGNED AND DELIVERED BY  
It's Authorized Signatory in the presence of:

1.

1.



2.

2.