

Central Warehousing Corporation

Regional Office, Kolkata



Request for proposal

for

ENGAGEMENT OF CONSULTANT / CONSULTANCY AGENCY FOR PREPARATION AND SUBMISSION OF COMPLETE DATA/ BUSINESS PROFILES OF THE INDUSTRIES UTILIZING WAREHOUSING & RELATED SERVICES IN THE STATE OF WEST BENGAL AND FOR MARKETING OF SERVICES OF CENTRAL WAREHOUSING CORPORATION TO THE INDUSTRIES.

Issued by:

Central Warehousing Corporation,

Regional Office, Kolkata

Dated: 24.11.2022

e-Request for Proposal (RFP) Notice
NIT No- CONSULTANT-01/2022-23 dated 24.11.2022

Central Warehousing Corporation invites online e-Request for Proposal (RFP) under two bids system from professionally competent and financially sound interested parties for engagement of consultant / consultancy agency for preparation and submission of complete data/ business profiles of the industries in the state of West Bengal for marketing of services of Central Warehousing Corporations. The schedule of RFP is mentioned below:

Scope of work	To prepare and submit the district-wise business profiles of all the business operators including different industries, their product, their storage requirement, probable customers, commodities being stored, storage pattern & duration, prevailing market tariff, storage gap available, change in storage pattern with entry of FMCG/Electronic e-marketing players, special requirements of Chemical /Industrial/ Pharma /Building Material companies and their complete information with contact details related to warehousing & logistics industry along with allied services which seems relevant to CWC within the timeline.	
e-RFP notice	Online (e-tendering) for above work. RFP documents will be available on Website : www.tenderwizard.com/cwc , www.cwceprocure.com , www.cewacor.nic.in , www.tenderhome.com and www.cppp.gov.in	
Tender type	Open	
Schedule of E- Tender	Document downloading date and time	24.11.2022 from 10.00 Hrs to 22.12.2022 up to 23:59 Hrs
	Date and time of online technical bid opening	23.12.2022 at 15:30 Hrs
	Last date and time of online bid submission	23.12.2022 at 15:00 Hrs
	Date and time of online price bid opening	Will be intimated later
	Date and time for pre bid meeting	06.12.2022 at 13:00 Hrs
Bid validity period	90 (Ninety) days from the date of Opening of Technical Bid shall be binding on the tenderers.	
Cost of RFP	Rs.1180/- (Rupees One Thousand One Hundred Eighty Only) inclusive of applicable GST to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office, Kolkata up to 15:00 Hrs. of 23.12.2022. In case of e-payment proof scanned copy of payment containing UTR number to be uploaded with the technical bid.	
Processing fee of RFP	Rs.885/- (Rupees Eight Hundred Eighty-Five only) inclusive of applicable GST to M/s ITI Ltd. through e-payment through the portal e-procurement system (before uploading the tender) up to 15:00 Hrs. of 23.12.2022.	

Eligibility Criteria:

Bidders are requested to see **clause no 8.3** of RFP document for Eligibility criteria and documents required therein.

OTHER DETAILS

- a *Bidder must upload scanned copies of documents as given in eligibility criteria at **clause 8.4** of tender document in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then he / they himself / themselves would disqualify for current & all future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.*
- b Bidders who wish to participate in the e-tendering will have to procure valid digital certificate of **Authorized Signatory** as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.
- c **DOWNLOADING OF RFP DOCUMENT:** - The tender document for this work is available only in electronic format which bidder can download free of cost from the above-mentioned website. www.tenderwizard.com/cwc, www.cwceprocure.com, www.cewacor.nic.in, www.tenderhome.com and www.cppp.gov.in
- d **SUBMISSION OF RFP:-** Tenderer shall submit their offer in electronic format on the above-mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out-rightly rejected. *Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification his technical bid is liable to be rejected.*
- e Tenderer is required to submit **Annexure-I** in lieu of tender document along with documents required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.
- f Bidders who wish to participate in online tender have to register with the website through the “new user registration” link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
- g In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
- h Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid in Excel format only.

- i After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.
- j The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- k Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.
- l The Central Warehousing Corporation reserves the right to accept / reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.
- m Bidders are requested to read the complete RFP document and to comply all the conditions mentioned therein.
- n If the day fixed for opening of RFP 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 for opening indicated above.
- o RFP to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).
- p The Regional Manager, CWC, RO, Kolkata may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenderers.
- q Any clarification regarding online participation, the bidder can contact: -
For local assistance, may call following help line numbers at M/S ITI Limited, Shri Md. Aslam-8641967966 and For Digital Signature may call 011-49424365.E-Mail ID: cwceproc@gmail.com.

REGIONAL MANAGER

1. OVERVIEW

1.1. The Central Warehousing Corporation (CWC) is a premier Schedule -A, Mini Ratna, Public Sector Undertaking. It provides integrated warehousing logistics services. It has diverse presence in storage of food grains, Container Freight Station (CFS), Inland Container Depot (ICD), Custom Bonded Warehousing, Integrated Check Post (ICP), Private Freight Terminals (PFT) Air cargo complexes, Container train operations (CTO), Rail-side warehousing, etc.

1.2. Now in consonance with the vision for expansion/diversification in business and asset monetization, CWC intended to target prospective potential customers and to provide end to end logistics solutions matching with their requirement and for this purpose the district-wise business profiles of all the business operators including different industries, their product, their storage requirement, probable customers, commodities being stored, storage pattern & duration, prevailing market tariff, storage gap available, change in storage pattern with entry of FMCG/ Electronic e-marketing players, special requirements of Chemical /Industrial /Pharma /Building Material companies and their complete information with contact details are required. Therefore, this RFP is invited to engage individual consultant / consultancy firm for aforesaid purpose.

2. PROJECT SCOPE & KEY DELIVERABLES:

2.1 PROJECT SCOPE

The scope of work and methodology should be followed in two Phases:

Phase-I

1. Commercial Profile of the Districts: The consultant shall do a desk study to the extent possible to figure out existing business potential and future projection in the field of warehousing, logistics and related activities.
2. The Consultant shall prepare the district-wise production profile irrespective of the commodities & industries/sectors. It shall cover volume of raw material required (within and arranged from outside the district), total production vis-a-vis the present storage capacity, available logistics facilities, distribution pattern and gap thereof in the district.
3. The Consultant shall prepare the district-wise consumption pattern irrespective of the commodities & industries/sector. It shall cover the quantity/volume of the consumption vis-a-vis present storage, logistics facilities, distribution pattern and gap thereof in the district.
4. Potential customers, available facilities/ services, storage gap w.r.t. Agri-commodities, FMCG/Electronic e-marketing players, special requirements of Chemical/Industrial/Pharma/ Processing/ Horticulture/ Building Material/ E-commerce companies.
5. Consultants may collect data from authentic sources such as State Govt published statistics ie Department of Industry, Ministry of Commerce, MoFPI, District Industries Centre, Published data on Udyog Aadhars, FSSAI, APEDA, state agriculture departments/ Animal

Husbandry Departments/APMC, various industry bodies and associations etc. to assess the potential for storage, the type of services required and identify the potential for each district.

2. Based on the market potential study and district profiles, the consultant shall identify:

- a. Focus Districts
- b. Focus Sectors
- c. Focus Products

Phase II:

1. Stakeholders' consultation: Carry out interactions with Industry/potential users/ existing players to identify their requirements, problems they are facing, assess the need GAP, determine the terms of trade and their expectations from CWC in terms of services and facilities.
2. Carrying out a primary survey of selected users/industry (15 per district) for need GAP assessment and validate the finding of the desk study.
3. In depth study of the identified districts (with CWC facilities or without CWC facilities where new facilities can be proposed) mapping out the potential users, services that can be offered and business model options.
4. Comparative analysis of CWC performance vis-à-vis competitors in the market and benchmarking: Study the local players in the market, what is being provided by them, benchmarking with national and international players in the logistics and storage space, what they are offering and identify the service GAP in each district and submit detailed comparative analysis.
5. The consultant shall carry out detailed analysis covering production, consumption, surplus, imports-exports to map out potential opportunities.
6. The recommendation may include increasing capacity at the existing locations, setting up infrastructure at new locations, creation of new facilities, customization of the facilities/services suiting the needs of the customers, change in the type of facility/addition of new facilities such as Cold Stores/CA Stores/Freezers/ FMCG/Electronic e-marketing facilities / Industrial/ Pharma/ Processing/ Horticulture/ Agriculture/ Building Material/ E-commerce facilities etc. as desired by the users.
7. Develop a business plan and marketing strategy for CWC at Regional level, identifying the products and services to focus on. The services and products shall be identified on the basis of their regional strength and potential.
8. Accordingly recommend Marketing and operating model changes to compete in the market and to extend/offer end to end warehousing and logistics solutions to the existing as well as potential customers to whom CWC may provide the services with value addition.
9. Prepare a comprehensive regional level action plan including plan for conducting pilot runs.

2.2 KEY DELIVERABLES

The project is envisaged in the following two phases:

Phase 1: Assessment of Market Potential, CWC Performance and submission of report.

- Finalize key data sources as detailed under Project Scope
- District wise analyse data to profile the market, estimate the market potential of key services being delivered by CWC.
- Submit the district wise preliminary report with production and consumption pattern in concurrence with CWC activities, future projections, basket of services and tentative storage infrastructure to be created etc. clearly identifying the districts with or without potential.

Phase 2: Based on details/report in the Phase-I, preparing a district wise Marketing Strategy and designing Operating Model for Market Share Improvement and submitting report.

- Identify focus areas for market share gain/ retention.
- Suggest various logistic/warehousing/supply chain/processing units/ cold chain and related projects to be set up in the districts under consideration.
- Develop market specific recommendations to enable regional level planning.
- Understand and identify leading market practices and storage charges/ market rates offered by the existing players.
- District wise list of existing warehouses/logistic infrastructure with the capacities being operated vis-à-vis utilization.
- Identifying the district wise and commodities wise storage gap.
- District wise list of potential customers with tentative storage requirement.
- Suggest changes in the marketing and operating model for the CWC operations, aligned with key enablers identified.
- Assess the strength of CWC current warehousing infrastructure and proposal for improvement.
- Assess CWC service level performance in comparison to the other govt and private warehousing player operating in the market and proposal for improvement.
- SWOT Analysis of all existing centers.
- Development of Implementation Plan and help the Regional Office in execution.
- Identify quick-wins for immediate roll-out
- Develop comprehensive and actionable regional level plans for all Central Warehouses.

3. TIMELINES

I. The above scope and deliverables have to be designed and executed to CWC satisfaction within a period as given below-

Sl. No.	Particulars/Deliverables	Timelines
1	Issuance of LOA	'D' (Date of issuance of LOA)
2	Scope of work & Key deliverables i.e. Clause 2.1 & 2.2 as mentioned in Phase-I.	1. Submission of Preliminary report - D+3 weeks 2. Submission of Final Report-D+05 weeks.
3.	Acceptance of Phase-I Report	T (Date of Acceptance of Phase I report)
4	Submission of Preliminary report & presentation as per scope of work & Key deliverables i.e. Clause 2.1 & 2.2 as mentioned in Phase-II.	T+09 weeks
5	Submission of Final report & presentation as per scope of work & Key deliverables i.e. Clause 2.1 & 2.2 as mentioned in Phase-II.	T+11 weeks
6	Submission of Implementation Plan after identifying quick-wins for immediate roll-out and Development of comprehensive and actionable regional level plans for all Central Warehouses.	T+15 weeks

II. CWC, at its sole discretion reserves the right to ask the consultant to continue for further period on related scope enhancements beyond the scope mentioned in this RFP at a cost not exceeding pro-rata per month cost as quoted for the earlier job, on the same terms and conditions.

III. CWC at its sole discretion can opt not to proceed to the next Phase, without assigning any reason, and payment shall be made as per clause 25 for the work done/phase completed, only.

4. RFP TERMINOLOGY

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context; the terms would have the meaning as given hereunder:

- 4.1. “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- 4.2. Bidder – An eligible entity/firm submitting a Proposal/Bid in response to this RFP.
- 4.3. Consultancy Service – “Consultancy Service” means all services, scope of work and deliverables to be provided by a selected Bidder as described in the RFP and include services ancillary to the services and other obligation of the Consultant covered under the RFP.
- 4.4. Consultant – Selected Bidder under this RFP.
- 4.5. “Contract” means the Contract signed by the Parties i.e. CWC & the Consultant (selected bidder under this RFP), and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP.
- 4.6. Date of Commencement of the Project- The day on which the consultant advises the CWC regarding commencement of the work duly accepted by the CWC by way of letter, fax or email from the authorized signatories from both the parties.
- 4.7. “Day” means calendar day.
- 4.8. Parties – Party or Parties means the CWC or Bidder / Selected Bidder / Consultant or both as the case may be.
- 4.9. Project Cost - Project cost would be the total consideration that the CWC has to pay to the Consultant in accordance with the payment schedule to complete the Consultancy Service as per the terms of the RFP/contract that will be entered into between the parties.
- 4.10. Proposal/ Bid – the response received in the prescribed format from a bidder in accordance with the RFP.
- 4.11. RFP – the expression of interest (this document) in its entirety, inclusive of any addenda/modification/ clarification/amendment that may be issued by the CWC.
- 4.12. “Terms of Reference” means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.

5. INVITATION:

The Bidders desirous of taking up the project for supply of above solution for the CWC are invited to submit their proposal in response to this RFP. The criteria and actual process of the evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at the CWC's discretion. Bidders have to adhere to the CWC's requirements outlined in this RFP.

The information provided by the Bidders in response to this RFP document will become the property of CWC and will not be returned. CWC reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the Bidders and such amendments will be binding on them.

- i. This RFP will be open to the Bidders who have the necessary eligibility, experience, capability and expertise.
- ii. This RFP is not an offer by the CWC, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of Central Warehousing Corporation with the selected Bidder.

6. BIDDING DOCUMENT

6.1 COST OF BIDDING:

The Bidder shall bear all costs and expenses associated with the preparation and submission of its bid including cost of presentation(s), travel, etc. CWC will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6.2 CONTENT OF BIDDING DOCUMENT

(a) The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria. The Bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

(b) The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's sole risk and may result in rejection of its bid. While CWC has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, RFP has disclosed or will disclose in the RFP and

corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda.

7. CLARIFICATIONS & AMENDMENTS

(a) If deemed necessary, the CWC may seek clarifications on any aspect from the bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

(b) The Bidder requiring any clarification of the bidding documents may obtain the same by submitting written queries on or before time and date as mentioned in the Bid Details, to **The Regional Manager, Central Warehousing Corporation, Regional Office, CMC Building, 6th Floor, 15N, Nellie Sengupta Sarani, New Market Complex, Kolkata-700087.**

(c) At any time prior to the deadline for submission of bids, CWC reserves the right to modify the bidding document by amendment.

(d) Any clarification issued by CWC inter-alia covering extension of timeline will be in the form of an amendment / addendum/ corrigendum and will be available in CWC's website – www.cewacor.nic.in.

(e) Interested persons collecting this RFP for submission of their Bids are requested to provide their contact details including e-mail address to the CWC to enable the CWC to e-mail any subsequent amendment / modification to the RFP. However, non-receipt of any such contact details & e-mail or the failure of the CWC to send any such e-mail shall not affect the validity of such amendment / modification.

8. PREPARATION AND SUBMISSION OF RFP

8.1 The bids prepared by the Bidder and all correspondence and documents relating to bids exchanged by the Bidder and the CWC must be type-written in English.

8.2 Consultant must provide individual and factual replies to specific questions asked in the RFP. Documents to be submitted as mentioned in the Technical Bid. Documents submitted should be complete in all respects as detailed in this RFP.

8.3 ELIGIBILITY CRITERIA

	General Criteria	The Bidder should be either a Registered Company/PSU/ statutory body/ Registered Partnership Firm/ Proprietorship/Limited liability Partnership firm/ Cooperative society, providing consultancy in the field of warehousing, supply chain, logistics for developing infrastructure & marketing the facilities.
	Technical Criteria	The Applicant shall have, over the past 5(five) years preceding the Proposal Due Date (PDD), undertaken a minimum of 2 projects (from conception to completion) related to creating & marketing the Warehousing, Supply chain, Logistics infrastructure and services as per scope of this Document.
	Financial Criteria:	<p>a) The Applicant shall have a minimum turnover of Rs.50 Lakhs per annum through the Consultancy services as professional fees during each of the last 3 (three) financial years. For the avoidance of doubt, professional fees here under refers to fees received by the Applicant for providing advisory or consultancy services to its clients.</p> <p>b) The Net worth shall be Positive during last three FY.</p>
	Availability of Key Personnel:	The Applicant shall offer and make available all Key Personnel meeting the requirements specified as below.
	a) One Team Leader cum Warehousing Logistic Expert	<ul style="list-style-type: none"> • MBA/PGDM or its equivalent (Preferably in Marketing/Supply Chain/Logistic operations) from a recognized University or Institution. • Minimum 10 years of professional experience and should have led the Team in a minimum of 03 Eligible Assignments and 02 Specific Assignments (As defined above in technical criteria).
	b) At least Two Marketing Experts preferably from warehousing/logistic/supply chain background.	<ul style="list-style-type: none"> • MBA (Marketing) /PGDM OR its equivalent degree in Marketing from a recognized University or Institution • Minimum 05 years of professional experience in warehousing and/or logistics sector • Should have worked as a <u>Warehousing/Logistics Expert</u> in a minimum of 03 Assignments (As defined above in technical criteria).

8.4 TECHNICAL BID

TECHNICAL BID

“Technical Bid - Eligibility” and will contain following details of eligibility criteria and needs to be uploaded in the online tender portal:

- i. A letter on bidder’s letterhead mentioning Inter-alia (**Annexure-A**)
 - a) Acknowledging that the period of the validity of the bid is 90 days, or it may further extend by 30 days and such extension given by Regional Manager, CWC, RO, Kolkata from the last date of submission of bid;
 - b) Confirming that the bidder has quoted for all the items/services mentioned in the bid in their price bid;
- ii. Bidders’ details as per **Annexure-B** along with the supporting documents, on bidder’s letter head.
- iii. Audited balance sheets and Profit and Loss account statement for last 3 financial years and/or Certificate of the Chartered Accountant stating bidders’ turnover, other desired financials for the preceding three financial years. In case Balance Sheets and Statement of Profit & Loss A/C for the immediate preceding financial year have not been prepared / audited, the accounts for the financial year previous to the preceding three financial years can be uploaded. Where the tenderer is not under statutory obligation to get his Accounts audited, he can upload a certificate of practising Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years.
- iv. A copy of Board Resolution or Power of Attorney showing that the signatory has been duly authorized to sign the tender document (In case of Firm/Company) as per **Annexure-E**. For proprietor firm and duly notarised undertaking shall be given by the bidder.
- v. Certificate of Incorporation and Certificate of Commencement of Business.
- vi. Letter regarding experience from clients / copy of engagement letter / contracts to provide similar nature of consultancy.
- vii. Letter of declaration on black listing / barred / disqualification by regulatory / statutory authorities as per **Annexure-J**.
- viii. Compliance Statement as per **Annexure-C**.
- ix. The bid should be uploaded by the authorized signatory as defined in **Annexure-E** under his own digital signature. In failure to do so the bid will be treated as ineligible.
- x. Submission of Bank Guarantee to the CWC as per **Annexure-F**.
- xi. Submission of Non-Disclosure Agreement as per **Annexure-G**.
- xii. Submission of Bid security declaration as per **Annexure-H**.
- xiii. Submission of Undertaking as per **Annexure-I**.
- xiv. Submission of Service Level Agreement (SLA) as per **Annexure-K**.

8.5 PRICE BID

8.5.1 Bidder should submit Price bid as per condition mentioned at **Annexure-D** of the bid document in the predefined format will be available in the online tender portal of CWC.

8.5.2 The financial proposal shall not include any conditions attached to it and any such condition attached to the financial proposal shall be liable for rejection. Payment will be made after deducting Tax Deductible at Source as per applicable Tax Laws. Please note no additional expenses whatsoever would be paid for hiring of personnel / specialized person, if any, required for the project.

8.6 PRICE BID

The prices should be specified only in “Price Bid” and must not be specified at any other place in the bid document. The quotes prices and taxes & statutory levies such as GST etc should be specified separately.

Important Notice: There will not be any advance payments. If any taxes are to be paid by the CWC same should be mentioned explicitly including rates of such. CWC shall not be liable for any taxes other than those specifically mentioned in the Price bid to the consultant in the event of any payment as per the project cost.

8.7 REVEALING OF PRICES

The rates and/ or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the Price bid, failure to do so shall make the bid liable to be rejected. Before opening of Price bid, if price revision is envisaged by the CWC, revised Price bid may be required to be submitted in a separate sealed envelope.

8.8 PRE-BID MEETING

CWC may, but is not obliged to, at its sole discretion, organize a pre-bid meeting, to resolve any queries, bidders may have. Any further information will be provided to all bidders by CWC as corrigendum through email communication from authorized personnel. Any clarification on queries raised by any bidder will be communicated to all bidders by CWC through email communication from authorized personnel as given in Bid Details. The exact date, time and location of the pre-bid meeting, if any, will be as per the timeline mentioned in bid details.

8.9 VALIDITY OF BIDS

Bid shall remain valid for 90 days from the last date for submission of Bid. A bid valid for shorter period is liable to be rejected. The bidder may be required to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the CWC in writing or by email.

Refusal to grant such consent would result in rejection of bid. However, any extension of validity of bids will not entitle the bidder to revise/ modify the bid document or price.

8.10 BID INTEGRITY

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that CWC may take. All the submission, including any accompanying documents, will become property of CWC. The bidders shall be deemed to license, and grant all rights to CWC, to reproduce the whole or any portion of their consultancy services for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

8.11. Disqualification Condition:

- (a) Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission will be ineligible during the period of such black listing.
- (b) Tenderers contract should not have been terminated by CWC/FCI during the last 3 years as on last date of submission of bid.
- (c) 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 for an offence and sentenced to imprisonment for a period of three years rigorous imprisonment or more, such tenderer will be ineligible. However, if on acquittal by the appellate court the tenderer will be eligible.
- (d) 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.

8.12 Other details

(a) Terms for Micro & Small Enterprises

- I. Tender document cost will not be charged from Micro & Small enterprises (MSEs).
- II. MSEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

(i)	District Industries Centers.
(ii)	Khadi and Village Industries Commission.
(iii)	Khadi and Village Industries Board.
(iv)	Coir Board.
(v)	National Small Industries Corporation.

(vi)	Directorate of Handicraft and Handloom.
(vii)	Any other body specified by Ministry of MSME.
(viii)	UAM (Udyog Aadhar Memorandum) issued by the Ministry of MSME is also valid.

- III.** The MSEs must also indicate the terminal validity date of their registration, If applicable, which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose an attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- IV.** In case the MSE does not fulfil the criteria at Sr. No II and III above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.
- V.** As per Public procurement policy on MSE, considering that this is a non-divisible tender, an MSE quoting in the price band of L1 + 15% will be awarded for full/complete work of tender, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L1 rate after negotiation if any, by the MSE concerned.

(b) Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.

- (c) The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- (d) NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and comply all the conditions mentioned therein.

The bid should be uploaded by the authorized signatory as defined in Annexure-E under his own digital signature. In failure to do so the bid will be treated as ineligible.

8.13. SELECTION OF LOWEST BIDDER:

- (a) The tenderer quoting the lowest overall per district rate (Total Phase-I and Phase-II) will be declared L-1.
- (b) The technical bid shall be opened on the due date and time as specified in tender. The price bid of only such tenderers, whose technical bid is found to be qualified, shall be opened. The time and date of opening of price bid shall be fixed and shall be intimated to qualified parties only.

- (c) It should be clearly understood by the Tenderer[s] that no opportunity shall be given to him / them to modify or withdraw his / their offer after the date and time stipulated for submission of tender. In case of any modification or withdrawal of the offer by any bidder after the date and time stipulated for submission of tender, the bidder shall be debarred for participating in tender for next 5 (Five)years.
- (d) The Tender Form shall be filled in by the Tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Tenderer. The decision of CWC to interpret the rates filled in by the tenderer shall be final and binding on the contractor.
- (e) **In case where there is more than one tenderer quoting the same rates due consideration shall be given to financial turnover as submitted under serial no. 8.3(b) Financial Criteria of eligibility criteria for the purpose of selection of L1. In such cases, tender shall be awarded to the tenderer having higher average financial turnover of preceding three years for which turnover has been given in the tender.**

8.14. SUBMISSION OF RFP

Tenderer shall submit their offer in electronic format on the www.cwceprocure.com website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.

The instructions to be followed for submitting the tender are set out below:

I. Information about tenderers:

The tenderers must furnish full, precise and accurate details in respect of information asked for in Annexure-B attached to the form of tender. Same should be scanned and uploaded.

II. Uploading/Signing of RFP:

Person or persons uploading/signing the bid shall be Authorized to do so as per **Annexure-E**. The bid should be uploaded by the authorized signatory as defined in **Annexure-E** under his own digital signature.

8.15 PRELIMINARY SCRUTINY OF BIDS

The Corporation will scrutinize the bids received to see whether they meet the basic requirements as incorporated in the bid document. The bids which do not meet the basic requirements shall be treated as unresponsive and ignored. The following are grounds due to which a bid may be declared as unresponsive and will be ignored during the initial scrutiny:

- (i) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed);

- (ii) The bid is not legible;
- (iii) Required Bid Security Declaration as per Annexure-H and cost of tender has not been received;
- (iv) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- (v) The bidder has not quoted for all the items, as specified in Price Bid.
- (vi) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.
- (vii) In case the tenderer does not submit turnover for any of the specified financial year(s) then the turnover for that year shall be taken as “NIL” for the purpose of evaluation of tenderer.

8.16. Further evaluation of Stage: I Technical Bid:

- a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- b) Corporation well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- c) The tenderer has the option to respond or not to respond to the queries.
- d) The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.
- e) If the tenderer fails to respond, within the stipulated time period or the clarification(s)/and missing document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- f) All the responses to the clarifications and missing document(s) will be part of the Proposal of the respective tenderer and if the clarifications and missing document(s) are in variance with the earlier information in the proposal, the information provided in later stages will also be the part of the evaluation process for technical qualification.
- g) Corporation in no way confers or gives the right to the bidders participating in the tender inquiry as per this clause that the bidder has met with the minimum technical qualification or shall not consider itself as technically qualified as per the tender conditions.

8.17 PROCEDURE TO BE FOLLOWED FOR SEEKING MISSING DOCUMENTS/CLARIFICATION

- (a) An Icon for clarification and missing document(s) shall appear on “Bid Details” page (in front of each of the bidder’s name) at Corporation’s end after opening of Technical/Financial Bid.
- (b) Corporation shall click on clarification and missing document(s) icon for the desired bidder and enter the details of clarifications and missing document(s) sought within the prescribed time.
- (c) After entering the details of clarification and missing document(s) sought by the Corporation, same icon is to be clicked at bidder’s end for replying to the particular clarification and missing document(s) sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification and missing document(s) sought by the Corporation.
- (d) Bidder will click on clarification icon and will reply to the same and upload the required clarification and missing document (optional) in support of clarification sought and also submit missing documents, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.
- (e) Once the prescribed time expires, the reply button of clarification and missing document(s) screen from bidder side shall also disappear automatically.
- (f) After expiry of prescribed time, Corporation shall download the clarification and missing document(s) submitted by the bidder.
- (g) Bidder to refer clarification and missing document(s) manual available on e-portal www.cwceprocure.com or www.tenderwizard.com/cwc or seek assistance from the Help desk.

8.18 OPENING OF TENDER

The online tenders [technical bid] shall be opened on the date and time specified. If the date for opening of tenders happens to be a holiday, the tenders will be opened on the next working day following the holiday.

8.19 BID CURRENCY

Prices shall be expressed in Indian National Rupees (INR) only.

8.20 LATE SUBMISSION OF BIDS

Any bid received by the CWC after last date of submission and time prescribed at Schedule of e-tender will be rejected. No communication will be entertained by the CWC in this regard.

8.21 MODIFICATION AND WITHDRAWAL OF BIDS

No bid may be withdrawn/ modified in the interval between the deadline for submission of bids and the expiration of period of bid validity.

9. AWARD & SIGNING OF CONTRACT

9.1 CWC will notify successful bidder in writing by letter in duplicate or fax or email that its bid has been accepted. The Selected bidder has to return the duplicate copy to the CWC within 7 working days from the date of receipt duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

9.2 The successful bidder shall be required to enter into a contract/ Service Level Agreement (SLA) with the CWC, within 15 days of the award of the tender or within such extended period as may be decided by the CWC along with the letter of acceptance, Non-Disclosure Agreement (NDA), CWC Guarantee (BG) and other terms and conditions as may be determined by the CWC to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

9.3 Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract/SLA and NDA should be submitted.

9.4 The contract/agreement will be based on the RFP terms and such other terms and conditions accepted by the CWC from the bidder's offer document with all relevant enclosures, modifications accepted by the CWC out of negotiation /clarifications etc and will include SLA, project plan - phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc. Subject to the modifications or amendments accepted by the CWC, this RFP itself shall also form part of the contract with the successful bidder.

9.5 The CWC reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

9.6 CWC and the selected bidder shall finalise the terms of contract to be executed through mutual discussions but as this is the scope of this RFP, CWC shall have the right not to enter into the contract with the Bidder if the Bidder is unable to abide by the terms & conditions considered to be essential by the CWC or provide the Professional staff assured in the

Technical Proposal. In such an eventuality CWC reserves the right to reject the proposal and consider the next best bidder.

9.7 CWC will not consider substitution of professional staff during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as long leave, death or medical incapacity or if the professional staff has left the organisation. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified by the CWC.

10. DISCLAIMER

10.1. The information contained in this RFP document issued for the eligible and interested bidders or any of their Employees / Directors, is provided on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that a Bidder may require. This RFP document may not be complete in all respects, and it is not possible for the CWC and their employees to consider the business / investment objectives, financial situation and particular needs of each Bidder, who reads or uses this RFP document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary they should obtain independent advice from appropriate sources. The CWC and its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. The CWC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

10.2 This RFP is not an offer by the CWC, but an invitation for responses to the issues pertaining to Consultancy Service, as contained in clause 2 and 3 of this document. No contractual obligation on behalf of the CWC, whatsoever, shall arise from the RFP process unless and until a formal Contract is signed and executed by duly authorized officers of the CWC and the finally selected Bidder.

10.3 The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in the CWC's website. It is also understood and agreed by the Bidder/s that decision of the CWC regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

10.4 The CWC reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of all proposals / orders / responses, without assigning any reason thereof before evaluation of technical bids. Each Bidder shall be entirely responsible

for its own costs and expenses that are incurred while participating in the RFP, presentations and contract negotiation processes.

10.5 The CWC reserves the right at the time of award of contract to increase or decrease, the scope of work without any change in price or other terms and conditions.

10.6 Notwithstanding anything contained in the RFP Document, the CWC reserves the right to accept or reject any response and to annul the process and reject all responses at any time prior to execution of the agreement with the Bidder to whom the contract is finally awarded, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the CWC's decision.

10.7 The CWC reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof.

10.8 It shall be the duty and responsibility of the Bidders to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competency of them to participate in this RFP and to provide any and all the services and deliverables under the RFP to the CWC.

10.9 Subject to any law to the contrary, and to the maximum extent permitted by law, CWC and its Directors, officers, employees, Consultants, agents, and advisors disclaim all liability from any loss or damage suffered or may be suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of CWC or any of its officers, employees, Consultants, agents or advisors.

11. BANK GUARANTEE (BG)

11.1 The selected bidder would be required to submit a Bank Guarantee to the CWC for an amount equivalent to 10% of the Total Project Cost within 10 days from the selection of the successful bidder. The BG will be valid for period of 12 months and such other extended period as the CWC may decide for due fulfilment of the project obligations.

11.2 The BG should be issued by a scheduled commercial Bank. A format for BG is attached as per **Annexure-F**.

11.3 The BG is required to protect the interest of the CWC against the risk of non-performance of the consultant in respect of successful completion of the contract which may warrant the invoking of BG, also if any act of the Consultant results in imposition of Liquidated Damages, then the CWC reserves the right to invoke the submitted BG.

11.4 The bank Guarantee shall remain in force and the contractor shall have to keep it alive till the time the bank Guarantee shall expire and upto completion of all the obligations by the contractor under the terms of the contract and on submission of a no demand certificate from

the Corporation. The format of the Bank Guarantee to be provided in such cases is at **Appendix-F**.

Regional Manager shall have the right to forfeit performance bank guarantee in the event that the tenderer fails to perform any of the obligations under the contract to the satisfaction of the Regional Manager or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.

The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.

11.5 The Bank Guarantee issuing bank shall send cover for Bank Guarantee issued through SFMS platform to the CWC Banker i.e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:

(i) MT760 COV for issuance of bank guarantee. (ii) MT767 COV for amendment of bank guarantee.

(iii) Issuing bank shall mention CWC beneficiary code i.e. CENTRALW27112020 in field 7037 of MT760 COV / MT767 COV.

11.6 The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.

11.7 Bank Guarantee submitted without these details shall not be accepted.

12. CONFLICT OF INTEREST

12.1 CWC requires that consultant provides professional, objective, and impartial advice and at all times hold CWC's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from CWC.

12.2 Without limitation on the generality of the foregoing, consultant, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:

(a) Conflicting Assignment/ Job: A consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any Assignment/ Job that, by its nature, may be in conflict with another Assignment/ Job of the Consultant / its Personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment, in case the same pertains to a similar project scope and/ or to similar key deliverables, which form party of the RFP at hand.

(b) Conflicting Relationships : A consultant (including its Personnel and Sub- Consultants) that has a material business or close family relationship with a member of CWC's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to CWC throughout the selection process and the

execution of the Contract. The bidder to RFP is expected to provide complete details of CWC staff associated with the consultant in any manner whatsoever. In case the information is Nil, explicit mention should be made in this regard.

12.3 Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of CWC, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if CWC comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

13. POWERS TO VARY OR OMIT WORK

13.1 No suspensions of the work under the contract shall be made by the successful bidder except as directed in writing by the CWC. The CWC shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify CWC thereof in writing with reasons for holding such opinion and CWC shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If CWC confirms its instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, the agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

13.2 In any case in which the successful bidder has received instructions from CWC as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

13.3 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of CWC shall prevail.

14. INSPECTION, QUALITY CONTROL AND AUDIT

14.1 The CWC may, at its discretion, get the services & deliverables of the finally selected bidder inspected/ audited by its internal/ external inspectors/ auditors. The finally selected bidder shall facilitate the same.

14.2 The selected bidder shall, whenever required by the CWC, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the CWC / Reserve CWC of India and or any regulatory authority / CWC's consultant / Testing agency entrusted by the CWC to carry out this work.

14.3 The CWC may, at its discretion carry out a pre inspection by a team of CWC officials or demand a demonstration of the consultancy services proposed on a representative model in Bidder's office as per specification provided by the CWC.

14.4 The CWC at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution which does not meet the specifications provided by the CWC.

Nothing stated hereinabove shall in any way release the consultant from any warranty or other obligations under this contract.

15. TERMINATION OF CONTRACT

15.1 The CWC alone shall have the right to terminate the contract with the selected bidder at any time during the contract period, by giving a written notice of at least 15 days, for any valid reason, including but not limited to the following reasons:

- a. Laxity in following operational standards laid down by the CWC
- b. Excessive delay (over 6 weeks) in execution of tasks pertaining to the present assignment in terms of milestones as well as timelines
- c. Discrepancies / deviations in the agreed processes
- d. Violation of terms & conditions stipulated in this RFP

15.2 The selected bidder shall not have the right to terminate the contract or to demand any damages on account of termination of the Contract by the CWC.

16. DELAYS IN THE CONSULTANT'S PERFORMANCE IN SUCCESSFUL IMPLEMENTATION OF THE PROJECT

Delivery of the solution and performance of the services shall be made by the consultant in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/Contract. Any delay in performing the obligation /defect

in performance by the consultant may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

17. LIQUIDATED DAMAGES

If consultant fails to perform services within stipulated time schedule, the CWC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum **equivalent to 2% of the total contract value/price/fee for delay of each week or part thereof and maximum up to 20% of contract/price/fee**”.

18. TERMINATION FOR DEFAULT

18.1 CWC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Consultant, terminate the contract in whole or part: if the Consultant fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the CWC pursuant to conditions of contract or if the Consultant fails to perform any other obligation(s) under the Contract.

18.2 In the event CWC terminates the Contract in whole or in part, CWC may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those not delivered by the consultant and the Consultant shall be liable to CWC for any excess costs for such similar systems or services. However, the consultant shall continue the performance of the contract to the extent not terminated.

19. FORCE MAJEURE

19.1 Any failure or delay by Consultant or CWC in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of nonperforming Party i.e. a Force Majeure event is not a default or a ground for termination.

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

19.3 If the force Majeure event continues beyond 15 days' time and the consultant is not able to perform its obligations, then the CWC may terminate the contract immediately without issuing any notice to the consultant.

20. TERMINATION FOR INSOLVENCY

CWC may at any time terminate the Contract by giving written notice to the Consultant, if the consultant becomes bankrupt or otherwise insolvent. The termination will be without any compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to CWC. Notwithstanding the above, the CWC shall have the right to terminate the contract any time without assigning any reasons.

21. DISPUTES RESOLUTION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY)

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred, or vacating his office or being unable to act for any reason, the Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract.

Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award. Provided further that any demand for arbitration in respect of any claim [s] of the contractors, under the contract shall be in writing and made within one year of the date of termination or completion [expiry of the period [of the contract and where this provision is not complied with the claim [s] of the contractors shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defence statement. The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the contractors shall be withheld on account of such proceedings. The cost of arbitration shall be borne by parties as per the decision of the arbitrator. The arbitrator shall give separate award in respect of each dispute of difference referred to him. Subject as aforesaid the Arbitration & Conciliation Act 1996 shall apply to the Arbitration proceedings under this clause.

22. GOVERNING LANGUAGE

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

23. GOVERNING LAW

The contract shall be interpreted in accordance with the laws of India.

24. NOTICES

Any notice given by one party to the other pursuant to the contract shall be sent to other party in writing or by email and confirmed in writing to other Party's address. For the purpose of all notices, the following shall be the current address:

The Regional Manager, Central Warehousing Corporation, Regional Office, CMC Building, 6th Floor, 15N, Nellie Sengupta Sarani, New Market Complex, Kolkata-700087

The notice shall be effective when delivered or on the notice's effective date whichever is later.

25. FEE STRUCTURE

Payment Milestones:

Phase -I

- i) 40% of the fee quoted for phase-I, on submission of preliminary report of Phase-I and presentation.
- ii) 40% of the fee quoted for phase-I, on submission of final report of Phase-I and presentation.
- iii) 20% of the fee quoted for Phase-I, on acceptance of the phase-I final report.

Phase -II

- i) 30% of the fee quoted for phase-II, on submission of preliminary report of Phase-II and presentation.
- ii) 30% of the fee quoted for phase-II, on submission of final report of Phase-II and presentation
- iii) 20% of the fee quoted for phase-II, on acceptance of Phase-II final report.
- iv) 20% of the fee quoted for Phase-II on Submission of Implementation Plan after identifying quick-wins for immediate roll-out and Development of comprehensive and actionable regional level plans for all Central Warehouses.

Payment shall be made within 30 days from the date of receipt of the certified invoice by CWC.

26. TAXES AND DUTIES

The Consultant shall be entirely responsible for all taxes, duties, license fees, road permits, other taxes, etc, incurred until delivery of the deliverables/solution to CWC and therefore should be included in the price bid. The quote prices and taxes such as GST etc should be specified separately.

27. CONSULTANT'S OBLIGATION

27.1 The consultant is obliged to work closely with CWC's staff, act within its own authority and abide by directives issued by CWC from time to time.

27.2 The Consultant is responsible for managing the activities of its personnel and will hold itself responsible for any mishappening on the part of its personnel.

27.3 The Consultant will treat as confidential all data and information about CWC, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of CWC as explained under 'Non-Disclosure Agreement' in **Annexure-G** of this document.

27.4 The consultant alone shall be responsible for all or any of the service conditions of its personnel / employees engaged in connection with consultancy services and / or all insurance and other statutory liabilities concerning its personnel, the CWC shall not be liable in any manner.

27.5 The personnel / employees of the Consultant shall not be entitled to claim any employment or absorption in the CWC's service, nor any facility those are enjoyed by the CWC staff.

27.6 The consultant shall alone be responsible for wages/ insurance/ medical and any other allowances or facilities to be provided to its own personnel.

28. SERVICES

28.1 All professional services necessary to successfully implement the proposed solution will be part of the RFP.

28.2 The bidder should submit as part of Technical Bid an overview of approach of the proposed methodology.

28.3 Consultant should ensure that Consultant's key personnel with relevant skill are always available to the CWC.

28.4 Consultant should ensure the quality of methodologies for delivering the services and its adherence to quality standard.

29. TERMS & CONDITIONS

29.1 Language of Bid: All bids and supporting documentation shall be submitted in English.

29.2 CWC reserves the right to accept or reject any or all Bids without assigning any reason thereof and CWC's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the CWC and the Bidder. However, until a formal contract is prepared and executed, this offers together with CWC's written notification / acceptance of award shall constitute a binding contract with the Consultant.

29.3 Any Bid not containing sufficient information, in view of CWC, to permit a thorough analysis may be rejected.

29.4 The CWC shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.

29.5 CWC is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays

29.6 The CWC also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same to the Consultants before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

29.7 Bids not conforming to the requirements of the RFP may not be considered by CWC. However, CWC reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of CWC, the best interest of CWC be served by such waiver.

29.8 Bidders who do not meet the technical criteria stipulated by the CWC will not be considered for further evaluation.

29.9 CWC shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the Bidder(s)/selected bidder. Reasons for cancellation, as determined by CWC in its sole discretion include but are not limited to, the following:

- i. Services Contemplated are no longer required,
- ii. Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments,
- iii. Proposed prices are unacceptable to the Work,
- iv. The Project is not in the best interest of CWC,
- v. Any other reason, which in the sole opinion of the CWC a ground for cancellation of the RFP.

29.10 CWC reserves the right to verify the validity of bid information and to reject any bid or the cancel the contract where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or after award of contract, as the case maybe.

29.11 CWC reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc.

29.12 During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of CWC. During the contract period, CWC will also not hire or retain, either as an employee or consultant, any employee of the bidder. However, this shall not be applicable in respect of any regular recruitment process of the CWC as per its recruitment policy.

29.13 All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.

29.14 Consultant should carry out any change request necessitated by the CWC to the solution.

29.15 Consultant has to take an undertaking from Consultant's employees connected with the contract/RFP/solution to maintain the confidentiality of the CWC's information/documents etc. CWC may seek details / confirmation on background verification of Consultant's employees worked/working on CWC's project as may have been undertaken / executed by the Consultant. Consultant should be agreeable for any such undertaking/verification.

29.16 The various activities as per the RFP shall be carried out on the respective dates indicated in the 'Schedule of RFP'. However, the CWC reserves the sole right to modify / amend / change any such dates and the same will be suitably communicated to the consultants who have been issued this RFP.

29.17 Consultant shall not use any information or material received from the CWC or designed as part of the deliverables for the benefit of consultant or any third party (ies).

Authorised Signatory of CWC

ANNEXURE – A: BID COVERING LETTER

Bid Covering Letter: To be submitted by the bidder along with Bid documents

To,

The Regional Manager
Central Warehousing Corporation
Regional Office
Kolkata.

Sir,

Our Bid for RFP No. CONSULTANT-01/2022-23 dated 24.11.2022

In respect to your RFP mentioned above, we submit our Bid Document herewith. As desired in the RFP, we are submitting our bids online under two bid system. All details with the relevant information / documents / acceptance of all terms and conditions are strictly as described in this RFP.

1. We understand that:

- i. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- ii. CWC may follow close or open bidding process as per requirement of the CWC.
- iii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the CWC to do so, a contract in the prescribed form.
- iv. If our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract
- v. You may accept or entrust the entire work to one Consultant or divide the work to more than one Consultant without assigning any reason or giving any explanation whatsoever.
- vi. Consultant means the bidder who is decided and declared so after examination of financial bids.
- vii. The CWC shall intimate the award of contract to the successful bidder after completion of the financial bid

2. We confirm that we have the necessary legal, regulatory, statutory and corporate authority / eligibility and competency to participate in this RFP and also to provide the services as per the RFP if we are selected as per this RFP.

3. We have read, understand and accept the terms and conditions mentioned in the RFP document.
4. We confirm that we have quoted for all the items/services mentioned in bid in our financial bid.
5. We also confirm/clarify that the bid/offer made by us shall remain valid for 90 days, or it may further extend by 30 days and such extension given by Regional Manager, CWC, RO from the last date of submission of bid.

Yours faithfully,

Authorised Signatory:

Name:

ANNEXURE B: BIDDER DETAILS

Details of the Bidder

1. Name
2. Constitution of the Bidder
3. Date of Incorporation and / or commencement of business
4. Certificate of incorporation
5. Complete postal address / contact details of the bidder.
6. Brief description of the Bidder including details of its main line of business
7. Bidder's website URL
8. Particulars of the Authorized Signatory of the Bidder
 - a. Name
 - b. Designation
 - c. Phone Number (Landline)
 - d. Mobile Number
 - e. Fax Number
 - f. Email Address

Signature and Seal of Company

ANNEXURE C: COMPLIANCE STATEMENT

DECLARATION

Terms & Conditions

We hereby undertake and agree to abide by all the terms and conditions stipulated by the CWC in the RFP document.

We certify that the services proposed to be offered by us in response to the bid conform to the technical specifications stipulated in the bid with the following deviations:

1)

2)

(If left blank it will be construed that there is no deviation from the specification given above)

Authorised Signatory

Seal of Company

ANNEXURE D: FINANCIAL BID

Item No.	Description	Amount (Rs.)
A.	Providing the consultancy services for the Project scope and key deliverables as per Phase –I of Clause 2.1 & 2.2 of the RFP	Rs. _____ (In words _____)
B.	Providing the consultancy services for the Project scope and key deliverables as per Phase –II of Clause 2.1 & 2.2 of the RFP	Rs. _____ Per district (In words _____)

Note: L1 shall be decided as follows:

The lumpsum rates quoted in Phase-I will be divided by No. of Districts under the Regional Office floating the tender. This per district amount will be added in the per district quote of phase-II in order to get total per district amount. Thereafter comparison of all the bids to be done and the lowest will be declared as L1.

Illustration-

Let us assume that total district under RO is 25.

Phase-I quote= P1 (Lumpsum) as quoted by Bidder.

Then per district Phase-I quote= $P1/25$

Phase-II quote= P2 (Per district) as quoted by Bidder

Total (Phase-I per district + Phase-II) = $P1/25+P2$. This total will be taken for comparison purpose and lowest will be the L1.

- i. The financial offer should consist of comprehensive all-inclusive cost for required consultancy services.
- ii. The fee quoted shall be quoted only in Indian Rupees and should be Excluding the GST. The total cost of providing services mentioned under "Scope of Work" derived from above formats shall be considered for financial evaluation. In case of discrepancy between amount in words and figures, the former will prevail.
- iii. GST shall be paid as applicable.
- iv. There will be no additional payment for taxes, duties, octroi etc. There will be no additional payment to the bidder for anything related to movements / visits/ presentations / knowledge transfer by the bidder or its officials.
- v. The bidder has to quote the lumpsum fees for Phase-I and per district wise for Phase-II for providing the consultancy services as per the scope of RFP.
- vi. Both Phase-I & Phase-II are independent and Phase-II shall be followed by Phase-I.
- vii. It will be full discretion of CWC to decide whether to go for Phase-II or not and how many / which district to be covered in phase-II.

Authorised Signatory

Seal of Company

ANNEXURE-E**FORMAT OF POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. _____ (name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____ (name of work), including signing and submission of application/ tender / proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with CWC or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with CWC and thereafter till the expiry of the Contact Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

(In the case of Consortium/ Joint Venture)

Our firm is a Member/Lead Member of the Consortium of _____,
and _____.

Dated this the _____ day of _____ 20

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of Proprietor / All the partners of the firm / Authorized Signatory for the Company) (*Strike out whichever is not applicable*)

Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

NOTE:

- In case the Firm/ Company is a Member of a Consortium/ JV, the authorized signatory has to be the one employed by the Lead Member.
- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

(Power of Attorney to be attested by Notary)

ANNEXURE – F

Proforma of Bank Guarantee to be furnished along with Security Deposit as Performance Guarantee [where tenderer does not have requisite experience as stipulated in the Tender].

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This Deed of Guarantee made this day of between (Name of Bank) having its registered office at _(place) and one of its local offices at (hereinafter referred to as the Surety), in favour of Central Warehousing Corporation, a Statutory Corporation established under the Central Warehousing Corporation Act, 1962 having its Corporate Office at 4/1 Sri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi 110016 (hereinafter referred to as CWC).

WHERE AS M/s _____ (hereinafter referred to as “Tenderer”) having its registered office at _____ is bound to furnish Performance Guarantee in the form of Bank Guarantee with CWC in connection with the award of a Tender for Handling & Transport Contract at _____ (name of the centre).

WHEREAS the Tenderer as per clause no. of terms and conditions of the tender No. _____ Dated _____ has agreed to furnish Performance Guarantee by way of Bank Guarantee for Rs. _____ for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

NOW THIS WITNESSETH

1. That the Surety in consideration of the above tender made by the Tenderer to CWC hereby undertake to pay on demand by the CWC and without demur, and without notice to the Tenderer, the said amount of Rs. _____ (Rupees _____).
2. This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of CWC, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of CWC in writing.
4. Notwithstanding anything contained in the foregoing, the Surety’s liability under this Guarantee is restricted to Rs. _____ (Rupees _____).
5. This Guarantee shall remain in force and effective upto and shall expire and become ineffective only on written intimation given to the Surety by CWC for this purpose and in that case this Guarantee shall stand discharged.

6. The Surety will make the payment pursuant to the Demand issued by CWC notwithstanding any dispute or disputes raised by the Tenderer against CWC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety's liability under this guarantee is absolute and unequivocal.
7. Any forbearance, act or omission on the part of CWC in enforcing any of the conditions of the said Tender or showing any indulgence by CWC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by CWC.
8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before _____ the Surety shall be discharged from all liabilities under Guarantee thereafter.
9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED

on behalf of above named Bank

For and on behalf of For and

(Banker's Name and Seal)

ANNEXURE-G: NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at _____ between:

Central Warehousing Corporation, a Govt of India undertaking under the Warehousing Corporation of Act, 1957 having its Corporate Office at, August Kranti Marg, Khel Gaon, New Delhi (herein referred to as CWC which expression includes its successors and assigns) of the ONE PART; And hereinafter

referred to as “Consultant” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

The CWC and the Consultant are herein after individually referred to as “party” and collectively as ‘parties.

Whereas

1. The Consultant is carrying on the business of providing consultancy services, has agreed to provide service to undertake a work as define under scope of work of RFP.
2. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. Confidential Information and Confidential Materials:

1.1 “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential or any other information, categorized herein as confidential information. “Confidential Information” includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing

Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

1.2 Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party. However these exclusions shall not be applicable in respect to customer details of the CWC.

1.3 "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

2.1 Each party shall treat as confidential the Contract and any or all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent. Provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract or information, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement.

2.2 Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- 1) The statutory auditors of the Receiving party and
- 2) Regulatory authorities regulating the affairs of the Receiving party and inspectors and supervisory bodies thereof

2.3 The foregoing obligations as to confidentiality shall survive any termination of this Agreement

2.4 Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

2.5 Receiving Party may not reverse, engineer, decompile or disassemble any material disclosed to Receiving Party.

3. Rights and Remedies

3.1 Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

3.2 Upon termination of contract, the Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

3.3 Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Financial liability for actual, consequential or incidental damages
- d. Termination of contract with immediate effect without any prior notice

3.4 Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. Miscellaneous

4.1 All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

4.2 Any material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

4.3 Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

4.4 The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire services without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

4.5 For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the consultants to CWC shall be the property of the CWC and shall not be considered as confidential information to the CWC. However, such service / solutions or other deliverables shall be considered as

a confidential information by the consultant and such details shall not be disclosed to any third parties without having the express written permission of the CWC.

4.6 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written

agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

4.7 In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be selected by the Managing Director of Central Warehousing Corporation. The said proceedings shall be conducted in English language at _____ and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

4.8 Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

4.9 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

4.10 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

5.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this day of Month 20____ at _____ (place)

For and on behalf of

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

ANNEXURE-H BID SECURING DECLARATION

Tender No. CONSULTANT-01/2022-23 dated 24.11.2022

Date: 24.11.2022

To,

The Regional Manager
Central Warehousing Corporation
Regional Office, Kolkata.

I/We. The undersigned, declare that;

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with Central Warehousing Corporation for a period of next 5 (Five) years from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the CWC during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if, I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Stamp and signature of the bidder: _____

Name of the bidder: _____

ANNEXURE-I - UNDERTAKING

I _____, S/o D/o _____, resident of _____
EMPLOYED AS _____ WITH _____ HAVING OFFICE
AT _____ PIN _____ I, do hereby solemnly affirm, state and
undertake as under: -

1. That I am the authorized representative and signatory of M/s_____
2. That the document(s) submitted, in Annexure -C has / have been submitted under my knowledge.
3. That the document(s) submitted, as mentioned above, by M/s.....in Annexure-C
..... are authentic, genuine, copies of their originals and have been issued by the
issuing authority mentioned above and no part of the document(s) is false, forged or fabricated.
4. That no part of this undertaking is false and that this undertaking and the above declaration in
respect of genuineness of the documents has been made having full knowledge of (i) the
provisions of the Indian Penal Code in respect of offences including, but not limited to those
pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of Tender conditions
which entitle the CWC to initiate action in the event of such declaration turning out to be a
misrepresentation or false representation.
5. I undertake accordingly.

Date:

Authorized signatory

ANNEXURE-J
CENTRAL WAREHOUSING CORPORATION

1.	Whether your firm or any of its partner/company had been blacklisted by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid?	Yes/No
2.	Whether your or any of the partner of the partnership firm's contract was terminated before expiry in last Five years of Contract period by CWC, FCI during the last Five years as on the last date of submission of bid?	Yes/No
3.	Whether proprietor/partner/Director (as applicable) has been convicted by any judicial court for an offence sentenced to three years rigorous imprisonment or more and has not been acquitted?	Yes/No

Note- **Strike off whichever is not applicable otherwise tenderer shall be ineligible.**

Remarks _____

4. I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company mentioned at Sl. Nos. is/are common/ not common (Strike off whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/ Director in other firm who has also applied for pre-qualification against same advertisement, please mention the name of the Firm/ Firms.

5. Declaration about relationship with Employee of CWC

I/We hereby solemnly declare that the Proprietor/one or more Partners/Directors of this firm/ company has relationship/has no relationship (Strike off whichever is not applicable) with the employee of CWC (name and designation, place of posting of employee to be mentioned).

DISQUALIFICATION CONDITIONS:

a) Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid will be ineligible.

b) Any tenderer whose contract with the CWC, FCI has been terminated before the expiry of contract period at any point of time during last Five years from the last date of the submission of the bid will be ineligible.

- c) 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 for an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible. However, on acquittal by the appellate court the tenderer will be eligible.**
- d) 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.**

(Signature & Seal)

(Authorized Signatory)

APPENDIX - K

Service level agreement (SLA)

The Central Warehousing Corporation having agreed to grant the contract of Engagement of consultant / consultancy agency for preparation and submission of complete data /business profile of the industries utilizing warehousing & related services at Central Warehouse, _____
(Name of District & State) in response to the submission of sealed tender by me/us on _____ to the Regional Manager, Central Warehousing Corporation, Regional Office, Kolkata. I / We, _____ (here enter fullname and address of consultant/consultant agency) am/are executing this agreement on _____ and hereby confirm that I/we have thoroughly examined and understood the terms and conditions of Notice Inviting Tender and the Invitation to Tender and instruction to the tender bearing No. _____ dated _____ issued by the Regional Manager, Central Warehousing Corporation, Regional Office, Kolkata for Engagement of consultant/ consultancy agency for preparation and submission of complete data/business profile of the industries utilizing warehousing & related services and also those of general conditions of contract and its appendices and agree to abide by them. I/we am/are willingly undertaking the said work consequent on the approval of the tender given by me/us to the Regional Manager, Central Warehousing Corporation, Regional Office, Kolkata at the rate mentioned in Price Bid (enclosed) which forms part of this agreement and as per terms and conditions of the tender.

I/We, assure the said Corporation that I/we will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. This agreement will remain in force for a period of _____, with effect from or the date up to which the contract is extended. The Regional Manager, Central Warehousing Corporation, Regional Office, Kolkata reserves the right to extend the period of contract for further period up to _____ on the same rates, terms and conditions.

(_____) Contractor

REGIONAL MANAGER CWC, RO,

WITNESS

- 1.
- 2.

WITNESS

- 1.
- 2.