



CENTRAL WAREHOUSING CORPORATION
(A Govt. of India Undertaking)
Regional Office Patna



No. CWC/RO-Patna/Busi/HTC Empanelment/2024-25

Dated: 19.07.2024

EMPANELMENT DOCUMENT

Document for Empanelment of Handling
and/or Transportation contractors by
Central Warehousing Corporation
Regional Office Patna

Regional Office : CWC RO, Mayuryalok Complex, Block -A, 2nd Floor,
Dak Bunglow Raod, Patna-800001

Phone Nos. : 0612- 2225949

Email : emp-hnt.pat@cewacor.nic.in

Website : www.cewacor.nic.in

1. Introduction

- 1.1. Central Warehousing Corporation (Hereinafter referred to as 'CWC') is a statutory body under the Ministry of Consumer Affairs, Food & Public Distribution, Government of India, which was established under the Warehousing Corporations Act, 1962. Its aim is to provide reliable, cost-effective, value-added, integrated warehousing and logistics solutions in a socially responsible and environment friendly manner. It is a public warehouse operator established by the Government of India in 1957 to provide logistics support to the agricultural sector. As a premier warehousing agency, CWC was operating 473 warehouses as on 30th September, 2023 with a total operational storage capacity of 101.52 lakh MT including 39 Custom Bonded Warehouses, 20 Container Freight Stations (CFSs)/ Inland Clearance Depots (ICDs), (ACCs) and 01 Integrated Check Posts (ICPs). CWC also provides services in the area of clearing & forwarding, handling & transportation, disinfestations, fumigation etc. It also offers consultancy services/training to different agencies for construction of warehousing infrastructure.
- 1.2. This document seeks for empanelment of eligible handling &/or transportation contractors to fulfill the requirement of transportation of existing or potential clients of CWC at the earliest.
- 1.3. To organize and arrange the handling &/or transportation services at the most competitive rates and in least possible time.

2. Objectives of the Empanelment:

- 2.1. The main objective for empanelment of Handling &/or transportation contractors is to have a readily available pool of qualified contractors, ensuring their immediate availability for rate acquisition through Government e-Marketplace (Hereinafter referred to as 'GeM'). Whenever there is a requirement for handling &/or transportation service from any client or party, the same may be made available in the least possible time to seize the business opportunity.
- 2.2. CWC plans to enlist/engage the services of Handling &/or Transport contractors (Goods Transporting Agencies) for the Handling & transportation of goods as per the work entrusted to CWC by its clients in order to fulfill the requirements of the clients with minimal response time.
- 2.3. The applications for empanelment is invited via email in a transparent manner. The list of the empanelled handling &/or transportation contractors will be uploaded on the CWC website.
- 2.4. The financial quote shall be invited via GeM Portal for handling and/or transportation services from the empanelled contractors whenever the work is expected to be entrusted to CWC by its clients during the period of empanelment.
- 2.5. The validity period for this empanelment of the Handling &/or transportation contractor will be **two years from the date of empanelment**. Further, after expiry of two years, if the policy continues, the applicant may re-apply for further empanelment.

3. Definitions:

- 3.1. The term “Applicant” shall mean and include an interested firm/Registered Company/LLP/Registered Partnership Firm/Sole Proprietorship/Public Sector Undertaking/Statutory body/Cooperative society which has submitted its proposal/application for the Empanelment as a handling &/or transportation contractor.
- 3.2. The term ‘Contract’ shall mean the contract between Corporation and the Contractor;
- 3.3. The term ‘Contractor’ shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case maybe;
- 3.4. The term ‘Corporation’ and the Central Warehousing Corporation, wherever occur shall mean the Central Warehousing Corporation established under the Warehousing Corporation Act, 1962 and shall also include its Managing Director and its successor or successors and assigns, as the case maybe.
- 3.5. The term “Empanelment” shall mean and include onboarding of the qualified Handling &/or transportation contractors from whom rates can be obtained within a short span of time through GeM, whenever the work is expected to be entrusted to CWC by its clients. The empanelment shall not provide the guarantee for the work.
- 3.6. The term “Goods” shall mean and include food grain, Agri-produce, industrial and FMCG goods or any other such items stored/handled &/or transported on behalf of CWC’s depositors;
- 3.7. The term ‘Godown’/‘Warehouse’ shall mean and include depots, godowns, warehouses already belonging to or under occupation of the CWC or may hereafter be constructed or acquired by it at any time and shall also mean and include open platform/plinths built or constructed for storage of food grains inside or outside the premises;
- 3.8. The term ‘Managing Director’ shall mean the Managing Director of the CWC;
- 3.9. The term ‘Regional Manager’ shall mean the Regional Manager of the CWC under whose administrative jurisdiction, the Central Warehouse/ Godowns falls. The term ‘Regional Manager’ shall also include the Warehouse Manager and every other officer authorized by him from time to time to execute contract on behalf of CWC;
- 3.10. The term ‘road vehicles’ wherever mentioned shall mean mechanically driven vehicles such as lorries etc., and shall exclude animal driven vehicles;
- 3.11. The term ‘Services’ shall mean the performance of any of the items of work enumerated in scope of work including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Regional Manager, or an officer acting on his behalf;
- 3.12. The term ‘Handling &/or Transportation Contractor’ shall mean and include the person or persons, firm or company who is involved in the business of Handling

&transportation of goods from one place to another, including their heirs, executors, administrators, successors and their permitted assigns, as the case maybe;

3.13. The term ‘Government E-Marketplace’ or ‘GeM’ shall mean and include an online platform established by the Government of India for procurement of goods and services by various government agencies, departments, and public sector undertakings.

4. Eligibility Criteria and Process for Empanelment:

4.1. Eligibility Criteria

S.No.	Minimum Eligibility Criteria	Documents to be uploaded
1.	<p>(I) Grade – I, (Where Estimated value of proposed work is above Rs. 5.00 Crore)</p> <p>Work Experience and Experience Certificate: Applicant should have experience of Handling &/or Transportation of Containers /Cargo duly obtained from government organization or Private organization dealing in the field of Fertilizer, Foodgrains, Cement, Sugar, Coarse grains or any other commodity. The applicant should have successfully completed at least one single work of Rs. 1.75 Crore or above in the preceding five years from the date of submission of Document.</p> <p><u>Note:</u></p> <p>1. <u>The year for the purpose of experience will be taken as Financial year (1st April to 31stMarch]. (TDS)</u></p> <p>(ii) Grade –II, (Where Estimated value of proposed work is above Rs. 1.00 Crore and up to 5.00 Crore)</p> <p>Work Experience and Experience Certificate: Applicant should have experience of Handling &/or Transportation of Containers /Cargo duly obtained from government organization or Private organization dealing in the field of Fertilizer, Foodgrains, Cement,</p>	<p>Experience certificate in the proforma prescribed at Exhibit-2 (Provided below) shall be produced from the applicant’s earlier customers under their signature and stamp stating proof of satisfactory completion of contract(s) besides duly certifying the nature of work, period of contract, and value of Handling &/or Transportation work.</p> <p><u>Remarks:</u> All certificates issued by concerned parties should contain at least above requisite information for considering their experience as per terms of Document.</p> <p>In case of certificates issued by the private company/party it should be supported by TDS certificate.</p>

Sugar, Coarse grains or any other commodity. The applicant should have successfully completed at least one single work of Rs. 35 Lakhs during preceding five years and the current year up to date of submission of Document.

Note: The year for the purpose of experience will be taken as Financial year (1st April to 31 ST March]. (TDS)

(iii) Grade –III

Where Estimated value of proposed work is above Rs. 25 Lakhs and up to 1.00 Crore

Work Experience and Experience Certificate: Applicant should have experience of Handling &/or Transportation of Containers /Cargo duly obtained from government organization or Private organization dealing in the field of Fertilizer, Foodgrains, Cement, Sugar, Coarse grains or any other commodity. The applicant should have successfully completed at least one single work of Rs. 8.75 Lakhs during preceding five years and the current year up to date of submission of Document.

Note: The year for the purpose of experience will be taken as Financial year (1st April to 31 ST March]. (TDS)

(iv) Grade –IV

Where Estimated value of proposed work is below Rs. 25 Lakhs

	<p>Work Experience and Experience Certificate: Applicant should have experience of Handling &/or Transportation of Containers /Cargo duly obtained from government organization or Private organization dealing in the field of Fertilizer, Foodgrains, Cement, Sugar, Coarse grains or any other commodity. The applicant should have successfully completed at least one single work of Rs. 4 Lakhs during preceding five years and the current year up to date of submission of Document.</p> <p><u>Note: The year for the purpose of experience will be taken as Financial year (1st April to 31 ST March]. (TDS)</u></p>	
2.	<p>(i) Grade –I Where Estimated value of proposed work is above Rs. 5.00 Crore</p> <p>Turnover: The Applicant should have achieved the minimum average annual turnover of Rs. 1.5 Crore during previous three years.</p> <p>(ii) Grade –II Where Estimated value of proposed work is above Rs. 1.00 Crore and up to 5.00 Crore</p> <p>Turnover: The Applicant should have achieved the minimum average annual turnover of Rs. 30 Lakhs during previous three years.</p> <p>(iii) Grade –III Where Estimated value of proposed work is above Rs. 25 Lakhs and up to 1.00 Crore</p>	<p>The Applicant is required to upload the audited Balance Sheet and Statement of Profit & Loss A/c for the preceding three financial years along with the bid. The previous three financial years shall be calculated from the immediate preceding financial year of the current Financial Year during which the applicant is applying for empanelment.</p> <p>In case the Balance Sheets and Statement of Profit & Loss A/c for the immediately preceding financial year have not been prepared /audited, the accounts for the year previous to the preceding three financial years shall be uploaded.</p> <p>Where the Applicant is not under statutory obligation to get his Accounts audited, they may upload a certificate issued from a practicing Chartered Accountant certifying their Annual Turnover and Profit after Tax for the preceding three financial years.</p>

	<p>Turnover: The Applicant should have achieved the minimum average annual turnover of Rs. 7.50 Lakhs during previous three years.</p> <p>(iv) Grade –IV</p> <p>Where Estimated value of proposed work is below Rs. 25 Lakhs</p> <p>Turnover: The Applicant should have achieved the minimum average annual turnover of Rs. 4 Lakhs during previous three years.</p>	
4.	<ul style="list-style-type: none"> a) Declaration on non-blacklisting b) Un-Conditional acceptance of the document's terms & conditions c) Declaration of Make in India (MII) Compliance d) General Details of the applicant e) PAN No. & GST No. f) Goods Transportation Agency ('GTA') Registration No. 	<p>Undertaking in this regard needs to be provided along with the Digital Signature/ink sign of authorized signatory as per the format provided at Exhibit-1.</p>
5.	<p>The Applicant must have a positive net worth based on the latest financial year for which the profit and loss account and balance sheet is submitted in the document.</p>	<p>The applicant is required to upload an declaration of their Net worth as per the format provided as Exhibit-3, which shall be duly certified by a practicing Chartered Accountant with valid UDIN on the basis of the latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the document.</p>
6.	<p>Authorized signatory</p>	<p>Power of Attorney in favour of Authorized signatory (ies) duly attested by Notary as per the format provided at Exhibit-4.</p> <p>OR/ AND</p>

		<p>True Certified Copy of Board Resolution in favour of Authorized Signatory/Person delegating the POA.</p> <p>Note: -</p> <p>The Clause “BID SUBMISSION AND AUTHORIZED SIGNATORY” may be referred for further details.</p> <p><i>(Format is for purpose of guidance only and deviation in the wording can be accepted.)</i></p>
7.	<p>Applicant should be either a;</p> <p>(1) Registered Company/LLP in India under Companies Act, 2013</p> <p>OR</p> <p>(2) <u>Registered</u> Partnership Firm</p> <p>OR</p> <p>(3) Sole Proprietorship</p> <p>OR</p> <p>(4) Public Sector Undertaking/Statutory body</p> <p>OR</p> <p>(5) Cooperative society OR</p> <p>(If the applicant is a partnership firm/LLP, there shall not be any re-constitution/revision of the partnership without the prior written consent of the Corporation)</p>	<p>1) <u>In case of Registered Company/PSU/ statutory body</u></p> <p>(i) Copy of Certificate of Incorporation</p> <p>(ii) Current list of Directors.</p> <p>2) <u>In case of Partnership Firm</u></p> <p>(i) Copy of the partnership deed</p> <p>(ii) List of partners</p> <p>(iii) Copy of registration of Partnership deed.</p> <p>3) <u>In case of Sole Proprietorship</u></p> <p>Declaration of Sole Proprietorship as per the format provided at Exhibit-5 under the Digital Signature/ink sign of sole proprietor.</p> <p>4) <u>In case of a Limited liability Partnership</u></p> <p>(i) Copy of the Limited Liability Partnership Agreement</p> <p>(ii) Copy of the Certificate of Registration</p> <p>(iii) Current list of Partners</p> <p>5) <u>In case of a Cooperative society</u></p> <p>(i) Bye-Laws of the Cooperative Society</p>

		Registered Cooperative Societies should furnish the proof of Registration with Registrar of Cooperative Societies or Taluk Cooperative Officer along with a resolution passed by the Society to participate in the document enquiry.
8.	Pre-Contract Integrity Pact	Exhibit-6 : Pre-contract Integrity Pact along with the Digital Signature/ink sign of Authorized Signatory on each page of Exhibit – 6.
9.	GeM ID (seller)	Relevant document showing the GeM user ID. The applicant without the GeM user ID shall be outrightly disqualified.

Note :

1. Empanelled Contractors shall be categorized as under:

Category I –

- Having Work experience and Experience Certificate is as per Sr. no. 1 **(i)**
& Having Turnover as per Sr. no. 2 **(i)**

Category II-

- Having Work experience and Experience Certificate is as per Sr. no. 1 **(ii)**
& Having Turnover as per Sr. no. 2 **(ii)**

Category –III

- Having Work experience and Experience Certificate is as per Sr. no. 1 **(iii)**
& Having Turnover as per Sr. no. 2 **(iii)**

Category-IV

- Having Work experience and Experience Certificate is as per Sr. no. 1 **(iv)**
& Having Turnover as per Sr. no. 2 **(iv)**

2. Financial bids/Price Bid will only be called from the empanelled contractors who shall qualify the Eligibility criteria based on the estimated value of work, For example:

- For the work, wherein value of work is above Rs. 5.00 Crore – Category I contractors would be eligible.
- For the work, wherein value of work is above Rs. 1.00 Crore and up to 5.00 Crore – Category I & Category II contractors would be eligible.

- For the work, wherein value of work is above Rs. 25 Lakhs and up to 1.00 Crore – Category I, II & III contractors would be eligible.
- For the work, wherein value of work is below Rs. 25 Lakhs – Category I, II, III & IV contractors would be eligible.

4.2. Application & Process of Empanelment:

4.2.1. Submission of required document:

- The applicant shall submit the requisite documents (as per clause 4.1) via email, as mentioned below, for applying for the empanelment in a particular Region/State.
- The interested applicants shall apply for empanelment on the E-mail ID's cited below:

S.No.	Regional Office	States & UT	E-mail id
1	Patna	Bihar & Jharkhand	emp-hnt.pat@cewacor.nic.in

- The interested applicants must have GeM user ID of the seller and they shall submit their bids providing the GeM user ID of the seller as part of the technical document. The parties without GeM user ID shall be outrightly disqualified.
- The empanelment of transport contractors shall be a continuous process and any applicant desirous of being empanelled with CWC may apply at any given time during the validity of this policy, provided that such applicant is fulfilling the eligibility criteria as mentioned above in 4.1.
- The empanelment process for a particular applicant shall be completed within a period of 15 days from the date of receipt of documents on email and accordingly intimation either for rejection or acceptance shall be given via same email.
- During the period when the application is being processed, the applicant shall not be considered for participation in any live tender provided by CWC.

4.2.2. Process of Evaluation:

- The successful applicant shall be empanelled and Letter of Empanelment shall be issued & list of empanelled contractors shall be uploaded on the website along with the period of empanelment.
- Any unsuccessful applicant shall also be intimated along with clear ground of rejection. However, such applicant shall be eligible to re-apply after completing the documents & eligibility criteria.
- The successful empanelment of Handling and/or Transport Contractor shall not mean guarantee of work. The Financial Bids shall be obtained from the empanelled contractors as per the availability of work intended to carry out by the

Regional Manager. The Scope of work, special terms and conditions, SORs and agreement depending upon the operations to be carried out, shall be framed and put in the financial bid document clearly. The Financial Evaluation Criteria/methodology being adopted will be clearly mentioned in the document.

- iv. The CWC shall be calling the rate quotes preferably through GeM portal only, under “HANDLING AND TRANSPORT ON LUMPSUM BASIS” services available on the GeM portal. Proper guidelines of GeM shall be followed while calling for Financial Bids.
- v. Handling &/or Transportation Contractor empanelled by any Region shall be eligible to participate in any/all the Regions (if eligible and permissible by that region depending upon scope, nature and type of work) as per the for Financial Bid and shall not require to get empanelled itself in other Regions as well.

4.2.3. Financial bids shall be evaluated as per the process defined in clause 4.2.2. However, no technical criteria shall be kept for evaluation at that time. The appointed Handling &/or Transportation Contractor has to adhere to terms and conditions stipulated in this policy and the documents, special terms, agreement to be uploaded while obtaining the financial bid.

5. Blacklisting

- 5.1. Applicants who have been blacklisted or otherwise debarred by CWC, Food Corporation of India (Hereinafter referred to as ‘FCI’) or any department of Central or State Government or any other Public Sector Undertaking, as on last date of submission of application/documents, shall be ineligible to apply for empanelment during the period of such blacklisting.
- 5.2. The Applicant’s contract shall not have been terminated by CWC/FCI during the last five years as on last date of submission of application/documents.
- 5.3. If the proprietor/any of the partners of the applicant’s firm/any of the Director of the applicant company have been, at any time, convicted by a court for any offence, such applicant shall be ineligible for empanelment under this policy.

6. Termination of Empanelment:

- 6.1. CWC may terminate the empanelment of any Handling &/or Transportation Contractor/applicant in the event of breach of any of the terms of this policy document or agreement, document floated at the time of seeking financial bid.
- 6.2. CWC may terminate the empanelment of any Handling &/or Transportation Contractor/applicant if they have submitted false information to CWC.
- 6.3. CWC may terminate the empanelment of any Handling &/or Transportation Contractor /applicant if they have been blacklisted by CWC/FCI or any other govt. agency, during the currency of the empanelment period.

7. AMICABLE RESOLUTION AND DISPUTE RESOLUTION MECHANISM

7.1. The Contract executed with the successful Handling &/or Transportation contractor, who shall be awarded the work after submission of the financial bid, shall be interpreted, governed by and construed in accordance with the laws of India (excluding any of its conflict of law rules which would direct or refer to the laws of another jurisdiction) for the time being in force and shall be subject to the exclusive jurisdiction of the courts at Delhi, India.

7.2. AMICABLE RESOLUTION:

7.2.1. Any dispute, difference, or controversy, of whatever nature, howsoever arising under, out of, or in relation to the Agreement between the CWC and the Contractor and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in sub-clause 7.2.2 below.

7.2.2. A Joint Committee with an equal number of representatives (those not directly involved in the day-to-day business operations of either party) from CWC and the Contractor shall be constituted for the administration of the executed contract. Any disputes arising out of the Contract signed between CWC and the Contractor shall be considered by such Joint Committee for an amicable resolution.

7.2.3. The Joint Committee shall comprise of three authorized representatives, including the concerned Regional Manager/Head of Department of CWC and an equal number of authorized representatives of the Contractor.

7.2.4. The Joint Committee, without jeopardizing the financial interest of CWC, shall have the power to amend the terms and conditions of the contract between CWC and the Contractor, to ensure smooth and hassle-free operations, so long as the overall structure of this contract does not change.

7.2.5. In the event of any dispute between the Parties, either party may refer such dispute to the Managing Director of CWC and the Chairman of the Contractor or any persons authorized by them, for amicably settling such dispute.

7.2.6. Upon such dispute being referred to the Managing Director of CWC and the Chairman of the Contractor or any other authorized persons shall meet not later than 30 days from the date of such reference to discuss such dispute and attempt to amicably resolve the dispute. If such meeting does not take place within the said period or the dispute is not amicably settled within 30 days of the such meeting between the said two persons, either party may refer the dispute to arbitration.

7.3. DISPUTE RESOLUTION MECHANISM

7.3.1. Any dispute, disagreement, claim or other difference arising out of or in connection with the Contract executed between the CWC and the Contractor shall be resolved as per the terms provided in this Clause.

7.3.2. In case the parties are unable to amicably resolve any dispute as per the terms

provided in clause 7.2, either party has the right to refer such dispute to Arbitration by serving a notice on the other party.

- 7.3.3. In cases the claim amount for any dispute is equal to or less than INR 50 Crores, the Arbitral tribunal constituted to adjudicate such dispute shall consist of a sole arbitrator. Such sole arbitrator shall be appointed mutually by both the parties.
- 7.3.4. In cases the claim amount is more than INR 50 Crores, the arbitral tribunal constituted to adjudicate such dispute shall consist of three members, one to be nominated each by a party and the presiding arbitrator shall be appointed by the two nominated arbitrators.
- 7.3.5. The Parties agree that the Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (or any statutory modification or re-enactment thereof for the time being in force). The language of such Arbitration proceeding shall be English and the venue for such arbitration proceedings shall be at Delhi, India.
- 7.3.6. The arbitral proceedings in respect of a particular dispute shall commence on the date on which the arbitrator shall call upon the party to file its claim.
- 7.3.7. The Contractor shall be obliged to continue to provide the Service(s) to CWC under the Contract or the Scope of Work, during the pendency of the arbitration proceedings and no payment due or payable to the Contractor (except payment in dispute) shall be withheld by CWC on account of such arbitration proceedings.
- 7.3.8. The cost of such arbitral proceedings shall be borne equally by both the parties.
- 7.3.9. The final award passed as a result of such Arbitration proceedings shall be final and binding on the Parties. The right to refer any Dispute to arbitration pursuant to this Clause shall survive the expiry or termination of the Contract.

ENQUIRIES & CLARIFICATIONS:

All enquiries/ clarifications are to be addressed only to:

The Regional Manager

Central Warehousing Corporation,

**Regional Office, Mauryalok Complex, Block-A, 2nd Floor, Dak Bunglow
Road, Patna-800001**

Phone: 0612- 2225949

E-Mail: emp-hnt.pat@cewacor.nic.in

All queries that are received from bidder(s) shall be addressed by CWC during pre-bid meeting. CWC shall aggregate all clarifications and shall prepare a response, which shall subsequently be posted on the website www.cewacor.nic.in. No separate communication shall be issued.

EXHIBIT-1
UNDERTAKING, DECLARATION AND GENERAL DETAILS OF APPLICANT

(On Official Letter Head of the Applicant)

Document Ref. No.: GEM/ _____

Date: _____

1. Undertaking pertaining to Disqualification conditions

1.	Whether your firm or any of its partner/company had been blacklisted by CWC 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 contract was terminated due to your fault before expiry of Contract period by CWC or any department of Central or State Government or any other Public Sector Undertaking during the last Five years as on the last date of submission of bid ?	Yes/No
3.	Whether proprietor / any of the partners of the Applicant firm / any of the Director of the Applicant company have been, at any time, convicted by a court, for an offence. Note: If the convicted person is acquitted by a decision of Court, the Applicant will be eligible and to indicate "NO" in this checklist.	Yes /No

Note- 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 Applicant disqualified.

2. Undertaking pertaining to Non-conflict of Interest

I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company, 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.

3. Declaration about relationship with Officer(s) of CWC

Following are the near relative of the Applicant working as Officer in the Central Warehousing Corporation:

Sr. No.	Name of Officer	Designation	Place of Posting	Remarks

4. Un-Conditional acceptance of the Document Terms & Conditions.

- (i) I/ We hereby confirm that we have gone through and understood the Document Documents and our bid complies with the requirements / terms and conditions of the Document and subsequent addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments / assumptions.
- (ii) I/ We further confirm that upon submission of bid we provide un-conditional acceptance towards all clauses/ requirements / terms and conditions of the Document and subsequent addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments / assumptions.
- (iii) I/ We also confirm that we have quoted the rates without any condition and deviation.
- (iv) We further confirm that we have quoted our rates in our financial bid as per the conditions of the Document and for all the items.

5. Declaration about Local Content under Make in India (MII) Policy

- (i) We M/s _____ (hereinafter referred to as “Applicant”) certify that I/we have offered the products with local content of -----%.
- (ii) Details of the location(s) at which the local value addition is made are as below: -

Sr. No.	Name and Address of Location

- (iii) I/We further certify that, in case we are awarded an order against this document, the supplies against such order will comply with above indicated Minimum Local Content.

- 6. The Technical bid and price bid as required have been submitted along with the required documents and same have been signed under signatures of the authorized signatory/sole proprietor.
- 7. I/ We undertake that the document shall be deemed to be our bid and in the event of award of work to us, the proposed contract appended to the document shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Document including, the proposed contract as token of acceptance, if desired by CWC and as part of contract in the event of award of contract to us.
- 8. I/We hereby confirm to submit an additional performance Guarantee (besides 10% Performance Security) in the form of Bank guarantee of 20% of the total contract value from any scheduled commercial Bank, if selected as L-1applicant in lieu of experience certificate and/or in case I/We quote Below SOR.

9. General Details of Applicant: -

S. No.	Detail	Response by Applicant
1.	Name of the Applicant	
2.	Constitution of Applicant	
3.	Operational Address	
4.	Registered office address	
5.	Email Address of Applicant	

6.	Contact No. of Applicant	
7.	Details of Authorized Signatory	Name
		Designation
		Mobile Number
		Email ID
8.	Website	
9.	PAN no.	(attach copy of PAN card)
10.	GST registration No.	(Attach Copy of GST registration)
11.	GeM user ID	(Attach relevant proof)
12.	Goods Transportation Agency (GTA) Registration	(Attach Relevant proof)
13.	Details of Sister Concerns: - <ul style="list-style-type: none"> • Name & Address • Activities engaged in by Sister Concern • Names, address & Telephone Nos. of Proprietors / Directors / Partners of Sister Concern 	(Leave empty if not applicable)
14.	Applicant's Bank Details (Which may be used by CWC for refund of EMD, if any).	a) Bank Account No: b) Nature of Account (SB or current): c) Name of Bank & Branch: d) MICR Code No. : e) RTGS code Bank (IFSC Code) : (In case of any error/ wrong bank account details, CWC shall not be liable for any loss to the applicant)

Note:-

1. It should be ensured by the applicant that all the items are duly filled by them and is signed & stamped/ digitally signed by the Authorized Signatory.
2. In case of any field left un-filled, CWC may carry out call of clarification from the applicants. If applicants fail to submit the duly filled, signed & stamped/ digitally signed document then their bid shall be liable for rejection.
3. The applicants having Local Content of less than 20% shall be summarily rejected.

Signature/Digital Signature of the : _____

Authorized Signatory

Name of the applicant : _____

Name of the Authorized Signatory : _____

EXHIBIT-2
**PROFORMA FOR INFORMATION OF WORK EXPERIENCE CERTIFICATE TO
 BE FURNISHED BY THE ASPIRANT**

(from each concerned parties.)

This is to certify that M/s _____ have worked as our Handling &/or transportation service provider for the works of rake handling and / or transportation in the field of fertilizers, food grains, cement, sugar, coarse grains or any other commodity and their performance was found satisfactory. The details of handling &/or transportation work carried by them are as under:-

S.No.	Name of Client/customer served	Nature of the work/ contract executed	<u>Contract start date</u>	<u>Contract Completion date</u>	Product Handled	Volume of work handled in MT		Total value of work/ contract executed	Remarks
						Handling	Transportation		
1.									
2.									
3.									
Grand Total									

Date :

Signature:

(Name & Designation of Signing Authority Seal of the Company / Organization)

Note:

- 1. Certificate issued from Private Organization shall be supported by TDS certificate.**
- 2. Experience certificate of contracts not completed satisfactorily shall not be considered for qualification)*

EXHIBIT-3
FORMAT OF NET WORTH

Format of Net Worth

The Net Worth of Mr./Ms./M/s _____ for last
Financial Year _____ is Rs. _____ as per his/her/their books
of Accounts.

(Note: Net worth is to be submitted for latest Financial Year for which Balance Sheet & Profit is submitted.)

Signature of Chartered Accountant Name:

Membership No.:

Seal:

UDIN:

EXHIBIT-4
FORMAT FOR 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/ document / 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 Contract 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.

Dated this the _____ day of _____ 20

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

Seal of the Organization

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

- 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 is to be attested by Notary.**

EXHIBIT-5
UNDERTAKING BY SOLE PROPRIETAR FIRM

(On Letter head of Firm)

I,.....R/o.....
.....
..... do
hereby

Solemnly affirm and declare as under: -

1. That I am Sole Proprietor of _____ (Sole Proprietor Firm Name)

2. That the office of the firm is situated at _____

Place:

Date:

(Authorized Signatory)

EXHIBIT-6
FORMAT OF PRE-CONTRACT INTEGRITY PACT

(On Stamp paper of appropriate value)

No. CWC/RO-XXXX/Busi/H&/or T-_____/_____

Dated : MM/DD/YYYY

General

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

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

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:- Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling APPLICANT to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

[1] Commitments of the Corporation

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

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

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

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

[3] Commitments of APPLICANTS

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

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

[3.2] The APPLICANT further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.

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

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

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

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

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

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

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

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

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

[4] Previous Transgression

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

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

[5] Sanctions for Violations

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

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the APPLICANT. However, the proceedings with the other APPLICANT(s) would continue.
- ii. The Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the APPLICANT.

- iv. To recover all sums already paid by the CORPORATION, and in case of an Indian APPLICANT with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a APPLICANT from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the APPLICANT from the CORPORATION in connection with any other contract for any other stores / work such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the APPLICANT, in order to recover the payments, already made by the CORPORATION, along with interest.
- vi. To cancel all or any other Contracts with the APPLICANT. The APPLICANT shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation / rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the APPLICANT.
- vii. To debar the APPLICANT from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
- viii. To recover all sums paid in violation of this Pact by APPLICANT(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the APPLICANT, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

[5.1] The CORPORATION will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the APPLICANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

[6] Fall Clause

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

[7] Independent Monitor

[7.1] The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission, New Delhi.

[7.2] The CORPORATION has appointed Sh. Sudhanshu Sekhara Mishra, Email – ssmishra.995@gmail.com as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

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

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

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

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

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

[7.8] The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

[8] Facilitation of Investigation

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

[9] Law and Place of Jurisdiction

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

[10] Other Legal Actions

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

[11] Validity

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

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

[12] The parties hereby sign this Integrity Pact at _____ on _____

Corporation	Applicant
Name of the Officer:-	Name of Authorized Signatory:-
Designation	Designation
Signature & Stamp: -	Signature & Stamp: -
Signature and Name of Witness 1	Signature and Name of Witness 1
Signature and Name of Witness 2	Signature and Name of Witness 2

EXHIBIT-07
FORMAT FOR AGREEMENT

(On Stamp paper of appropriate value)

THIS AGREEMENT is made this [date] day of [month], [year]

BETWEEN

- (1) **Central Warehousing Corporation**, a Government of India Undertaking, established under the Warehousing Corporation Act, 1962, having its Regional Office at _____ and having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi- 110016 (hereinafter referred to as the "Corporation", which expression, unless the context requires otherwise, shall include its successors and permitted assignees); and
- (2) [Name of the Contractor], having its place of business at [Address] (hereinafter referred to as the "**Contractor**", which expression, unless the context requires otherwise, shall include its successors/legal heirs and permitted assignees).

RECITALS

Whereas:

- A The Corporation is involved in providing services in the field of warehousing, logistics and related activities to various depositors including, but not limited to Food Corporation of India, etc.
- B For the purposes mentioned under recital A above, the Corporation requires the **Contractor** to provide certain services for the depositor and the **Contractor** is engaged in the business of providing such services and has agreed to perform the Services for the Corporation on the terms and conditions set out in this Contract. Accordingly, it is essential to the Corporation that the Services to be provided under this Contract are rendered in timely manner as envisaged in the Contract. In entering into this Contract, Contractor acknowledges that time is the essence and agrees to the provisions in the Contract addressing that.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. The Contractor agrees to perform such Services including, any incidental services, in accordance with the terms and conditions of this Contract or as directed from time-to-time by the Regional Manager or an officer acting on his behalf, such directions not being inconsistent with this Contract, and, in consideration of its due performance of such Services, the Corporation agrees to pay the Contractor according to the rates, terms and conditions herein contained.
2. The Contract shall comprise the following documents:
 - Empanelment Policy Document with all Exhibits.

- Special terms and conditions, Scope of work, SoR, and other documents as per the Financial Bids.
- This Contract Agreement and its annexure;
- Corrigendums issued, if any.

All such documents shall be collectively be referred as the “Contract”

3. The Contractor shall comply with all the terms and conditions of the contract.
4. The Contractor agrees to perform such Services including, any incidental services as per the rate agreed upon in the financial bid and subsequent negotiations, if any.
5. The terms and conditions of this Contract shall take effect from the date on which both the parties sign and execute this Contract (the “Effective Date”) and shall continue in force, where it is specified in the Contract that the Services shall be provided for a fixed period of time, until expiry of such period (or any extension thereof).
6. The required date for commencement of the Services at the Site(s)/Place of Operation is _____ (the “Commencement Date”); time being declared essence of the Contract for commencement of the Services by the Commencement Date.
7. This Services shall be provided for a fixed period of ----- Months/ Years from the [**the Effective Date**] (the “Primary Term”).
8. For the purposes of this, the notice(s), if any to be issued by either of the parties, the address for such notice(s) shall be:

<p><u>If to the Corporation:</u></p> <p>Central Warehousing Corporation</p> <p>_____</p> <p>Attention: Regional Manager</p>	<p><u>If to the Contractor:</u></p> <p>[Insert Address]</p> <p>Fax: []</p> <p>Attention: []</p>
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9. For the purposes of this Contract, the Corporation’s Representative for contractual and operational matters shall be [**name/designation**], **Regional Manager, CWC.**

For the purposes of this Contract, the Contractor’s Representative for contractual and operational matters shall be [**name/designation**].The Representative’s so nominated herein shall be deemed to have a valid Power of Attorney from the Contractor in respect of this Contract and whose act(s) shall be binding on the Contractor.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day, month and year herein above written:

Signed by.....

.....*[Print Name]*

for and on behalf of **CENTRAL WAREHOUSING CORPORATION**, _____, *REGION*

Witness.....

.....[Witness Name]

Signed by.....

.....*[Print Name]*

for and on behalf of **[Name of Contractor]**

Witness.....

.....[Witness Name]