

Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)
Ground Floor, Pragati Maidan Metro Station Building,
New Delhi-110001
CONTACT NO: 011-23480120/23379418
FAX: 011-23379434

CRWC-II/TENDER-TRANSPORTATION/2019-20/3165

Dated: 11.02.2020

Cost Rs.2, 000/-
(Rupees Two Thousand only)

TENDER FOR APPOINTMENT OF SERVICE PROVIDER FOR
TRANSPORTATION

Central Railside Warehouse Company Limited intends to invite online offers for appointment of competent agencies as Service Provider for Transportation as per following schedule:

Document downloading date & time	From 1100 hrs of 12/02/2020 To 2359 hrs of 18/02/2020
Last date & Time for Submission of tender	Upto 1500 hours on 19.02.2020.
Date & time of opening of tender	1530 hours on 19.02.2020.
Validity of the tender	60 days from the date of opening of bid.
Estimated value of contract	Rs.27,62,500/-
EMD	Rs.30,000/-
Security Deposit	Rs.1,50,000/-
Processing Fees	Rs.3260/-

NOTE:

1. If the date fixed for opening of tenders is declared a holiday, the tenders will be opened on the next working day following the holiday at the same time.
2. The Central Railside Warehouse Company Limited (CRWC), New Delhi-110001 may at its sole discretion extend the validity of the tender by a **fortnight** and such extension shall be binding on the tenderer. If required, the validity period shall be further extended as mutually agreed.

A. TERMS AND CONDITIONS OF TENDER

1. Each tenderer shall deposit **Rs.3260/-** towards processing fee of tender document inclusive of Goods and Service Tax of 18%.
2. Tenderer must upload digitally signed scanned copies of referred documents in support of their eligibility of bid.
3. Tenderer who wishes to participate in the e-tendering will have to procure valid digital certificate as per Information Technology Act, 2000. Tenderers can procure this certificate from any of the Govt., approved certifying agency i.e., Consultancy Services.
4. **DOWNLOADING OF TENDER DOCUMENT:** The tender document for this work is available only in electronic format which Tenderer can download from the website given under point 7.
5. **SUBMISSION OF TENDER:** Tenderer shall submit their offer in electronic format on the 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 CRWC will be out rightly rejected. Tenderer will have also to submit tender cost through e-payment /mode and EMD online through RTGS/NEFT mode only **on or before the above mentioned scheduled date and time.**

The details of RTGS/NEFT are available on <https://crwc.euniwizarde.com/>

Duly digitally signed Price Bid alongwith required documents shall be submitted through e-tender process only.

6. The Tenderer who wish to download the tender form from website may ensure that they fulfill the requirement as mentioned hereunder.
7. Tender form embodying terms & conditions of the contract and other details can be downloaded from internet sites address for e-tendering activities <https://crwc.euniwizarde.com/> and can be seen & downloaded from website www.crwc.in, against due payment of tender cost.
8. Tenderers who wish to participate in online tender have to register with the website through the “**New user registration**” link provided on the home page of <https://crwc.euniwizarde.com/>. Tenderer will create login ID and password on their own registration process.
9. 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 validity of digital signature certificate has expired, the Tenderers are advised to get it renewed immediately.
10. Tenderers who wish to participate in e-tender need to fill data in price bid.
11. Tenderers should upload scanned copies of documents in support of their eligibility of the bid through General Documents provided in the website.

12. After filling data in pre-defined forms, Tenderers needs to click on final submission link to submit their encrypted bid.
13. The cost of Tender form **Rs.2,000/-** has to be paid for such downloaded tender form on or before the date & time as specified in the NIT in the account of CRWC Ltd. through e-payment system/mode only.
14. In case the EMD, cost of tender form and processing fee is not actually credited in the accounts as specified above and confirmed on or before the date and time as specified in NIT, the tender shall not be considered further irrespective of the Tenderers claim that the same has been transferred to the aforesaid account but due to fault of the bank it is not credited.
15. Any clarification regarding online participation, they can contact:-

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

For local assistance you may call at the following helpline Numbers:
a) Mr. Samabesh, Mobile No.: 9355030634; (b) Mr. Navneet, Mobile No.: 9560364871
16. **Conditional Tender and the Tender not accompanied by the cost of Tender form, Processing fee and EMD shall be summarily rejected.**
17. It will be the responsibility of the tenderer to ensure that all the documents showing eligibility criteria as per NIT/ tender conditions have been properly uploaded in the euniwizard website well in advance on or before the last date & time for submission of the tender as stipulated in the NIT. No documents in physical form will be accepted.
18. If any tender is withdrawn, modified or any change is made during the period of validity of the tender before its acceptance, the earnest money of such Tenderers shall stand forfeited and the tender be summarily rejected.
19. CRWC reserves the right to reject any or all the tenders without assigning any reason and do not bind it to accept the lowest or any tender.

20. BENEFITS TO MSEs

MSEs registered bidders are exempted from payment of EMD and cost of tender. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.03.2012 or any other notification issued thereafter.

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

negotiated rates, as the case may be, of the L1. If the MSME matches the L-1 negotiated rates, the TEC shall recommend award of contract to MSME.

The benefit of public procurement policy is applicable for all eligible MSEs irrespective of relevance of product category. (Reference O.M. no. F.No.22 (1).2012-MA dated 24th October, 2016 issued by office of the Development Commissioner, Micro, Small & Medium Enterprises, GOI, New Delhi)

Terms and conditions for Micro & Small Enterprises:

- a) Tender document shall be provided free of cost to Micro & Small enterprises (MSEs).
- b) MSEs registered with the prescribed agencies will be exempted from payment of Earnest Money Deposit (EMD).
- c) MSEs, who are interested in availing themselves of these benefits and preferential treatment, will upload with their offer the proof of their being registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
 - i. District Industries Centres
 - 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. Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum issued by MoMSME.
- d) MSEs seeking exemption and benefits should upload self-certified copy of valid registration certificate, giving full 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.

In case the MSE does not fulfil the criteria at Sr. No. (c) & (d) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012 and any other notification issued thereafter

B. BACKGROUND:-

CRWC is a wholly owned subsidiary company of CWC. Central Railside Warehouse Company Limited (CRWC), was established on 10 July 2007 with the main objective to construct godown and warehouses in the railway terminals so as to provide quality

storage facility at transit nodes, maximize the use of the Railways assets and to provide multi modal logistics to the trade and support Indian economy in reducing logistic cost.

As a part of diversification, CRWC started offering Transportation service. Enquiries are invited from established transporters to undertake the transportation activities taking complete responsibility for the movement adhere to the timelines and schedule as per the requirement. The scope of work broadly involves liaising with suppliers for obtaining delivery orders, timely loading, Supply of trucks of adequate capacity, safe transportation of entire material at the customer nominated premises.

It may be noted that the entire work is to be undertaken as per the schedule and the requirement of the client. Since the material is of high value, adequate precautions are to be taken while enroute to eliminate any losses in transit. In case of any shortage transporter will be liable for the same. The detailed terms and conditions of the proposed contract is attached herewith.

In this regard CRWC is looking for professionally competent Service Provider for doing Transportation.

C. Scope of Work:

- a. To receive on CRWC's behalf and transport by trucks
- b. Service Provider (Transport) is required to keep liaison at loading/ unloading points, with a copy of all communications marked to Sr.Manager-Commercial.
- d. Any other formality required under the relevant Act & rule should be observed.

D. Responsibilities:

Service Provider (Transport) will be responsible under the above scope of work and shall include the following besides any other related to the work:-

- i) You will liaise with the customer for obtaining delivery orders.
- ii) You will liaise with concerned Authority for obtaining all permissions necessary for transportation.
- iii) All other formalities and procedures required to be observed in connection with the job is required to be done by you.
- iv) You will be solely responsible for any kind and type of loss incurred to property/personnel caused by your vehicles and will be held responsible for compensation.

- v) It shall be solely your responsibility to abide by rules and regulations such as the Motor Vehicle Act, or any other regulations governing the transportation of goods which may be applicable from time to time. Any loss caused to us due to your failure in this regard will have to be made good by you.
- vi) A daily report of Cargo transported against the D.O is required to be submitted to Sr.Manager-Commercial, CRWC, New Delhi on the following email id: sudhir.nair@crwc.in, rajesh.singh@crwc.in.
- vii) If delivery of cargo by the supplier is stopped for any reason, the same should be intimated to CRWC in writing on immediate basis.

E. PERIOD OF CONTRACT:

Period of contract will be for 01 month. The contract can also be extended for additional one month on the same terms and conditions after expiry of initial period on the sole discretion of CRWC.

F. EARNEST MONEY:

Tenderer must be accompanied by an EARNEST MONEY of **Rs.30,000/- (Rs.Thirty Thousand Only)** paid through e-payment system/ mode only. Details of RTGS/NEFT are available on <https://crwc.euniwizarde.com/>. Tenders not accompanied by Earnest Money shall summarily be rejected.

Earnest Money shall be forfeited, if the tenderer after submitting his tender resiles from or modifies his offer and/or the terms and conditions thereof, in any manner before its acceptance. The Earnest Money would be forfeited in the event of the Tenderers' failure, after the acceptance of his tender, to furnish the requisite security deposit by the due date and sign the agreement. The Earnest Money will be returned to all unsuccessful Tenderers immediately after the decision on tenders for award of contract to successful tenderer is taken. **No interest shall be payable on the amount of Earnest Money in any case.** The successful tenderer, within a period of 15 days will execute an agreement with the Authorities of CRWC in the form annexed at **Appendix-II**. The tenderer will bring two witnesses from his side at the time of signing the agreement and witnesses also shall sign the agreement at the appropriate column before the authorized signatory of CRWC.

G. SECURITY DEPOSIT:

- i) The successful tenderer shall furnish, within a fortnight of acceptance of his tender, security deposit of **Rs.1,50,000/- (Rupees One lakh Fifty thousand Only)** in the form of Demand Draft or Bank Guarantee within 07 days of award of contract which may be extended as per discretion of Competent Authority. Failing to submit Security Deposit in time the contract shall be liable to be cancelled at his/their risk and cost and also subject to such other remedies as may be available to the Company under the terms of the

contract. The decision of the Managing Director in this matter shall be final and binding to the tenderer.

- ii) It is also made clear that no interest is payable on the amount of security deposit or any other amount withheld or lying with CRWC in any form under the contract.
- iii) The security deposit shall be refunded to the Agency after due and satisfactory performance of the services and on completion of all obligation by the Agency under the terms of the contract and on submission of a "No Demand Certificate" from him/them only after completing the liability period of one month.
- iv) In case of breach of terms & conditions of the contract the Security Deposit is liable to be forfeited by CRWC.

H) Evaluation of Price Bid to find lowest Bidder (L1):

- a) The price bid shall be evaluated on the basis of quoted rates by the bidders to find the L-1. This is non-divisible tender, in case there is more than one tenderer quoting the same rates, due consideration shall be given to financial turnover value as submitted under eligibility criteria for the purpose of selection of L1. In such cases, tender shall be awarded to the tenderer having higher average financial turnover value.
- b) No request for revision of the rates quoted by Security Service Provider under Annexure A-1 shall be entertained under any circumstances during the entire period of contract including its extended period as per the provisions of contract agreement.

I) DELIVERY SCHEDULE

"TRANSPORTER TO ENSURE THAT WHATSOEVER QUANTITY OF CARGO IS LOADED AT TERMINAL, THE SAME QUANTITY TO BE DELIVERED.

A certificate weighing of loaded quantity and unloaded quantity is to be taken from supplier at the origin and from the destination and be produced to CRWC for record purposes.

J) EXECUTION OF AGREEMENT

An agreement as per the format enclosed at **Appendix-II** will have to be entered into by the successful bidder on award of the said work.

K) GENERAL TERMS AND CONDITIONS

1. 80% of the payment to the service provider (transport) will be released before placing the vehicle against Performa Invoice.
2. Remaining 20% of payment will be released on submission of final bill with POD
3. Final Bills should be submitted in triplicate along with receipted copies of challan etc. and certified by CRWC representative.
4. Service Provider (Transport) is required to keep liaison with supplier & receivers of cargo at both loading and unloading point.
5. Operations will be done on all days including SUNDAYS AND HOLIDAYS.
6. If Service Provider (Transport) fail to transport as per the given delivery schedule, CRWC reserves the right to engage alternate transporter at the risk and cost of the Contractor.
7. No detention charges shall be payable at either end.
8. All disputes and differences, arising out of or in any way concerning this agreement shall be referred to the sole arbitrator or any person appointed by the Managing Director, Central Railside Warehouse Company Ltd.

L) LIABILITY FOR PERSONNEL/LABOUR/VEHICLE ENGAGED BY THE SERVICE PROVIDER

- a) All labour/personnel/vehicle employed by the Service Provider shall be engaged by them as their own employees/workmen in all respects implied or expressed.
- b) The responsibility to comply with the provisions of the various labour laws of the country, as applicable to the establishment to the extent they are will be solely that of the Service Provider. The Service Provider shall indemnify the CRWC from and against all claims and penalties, which may be suffered by CRWC.
- c) The responsibility to comply with the provisions of the various Motor Vehicles Act of the country, as applicable to the establishment to the extent they are will be solely that of the Service Provider. The Service Provider shall indemnify the CRWC from and against all claims and penalties, which may be suffered by CRWC.
- d) The CRWC shall be fully indemnified by the Service Provider against all the payments, claims and liabilities, whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of the above said Acts or similar other enactments of the country as they are **at present or modified** from time to time, to the extent they are applicable to the establishment/work in the CRWC. The CRWC, shall have the right to deduct from bills any money due to the Service Provider, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the condition of the contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or of deduction made from his or their wages, which are not authorized or justified by the terms of the contract or non observance of the Act, Rules, Regulations and or by way of fulfillment of

any obligation on the part of the Service Provider for strict observance of the provisions of the aforesaid laws.

M) Force Majeure:

In the case of strikes/lockouts, closure of works (whole or partial) breakdown of machinery, act of God or any other cause beyond the control of the company preventing or hindering the normal operation, the company shall be at liberty to cancel this order at any time before receipt of the goods without being liable to the supplier for damages or other claims.

N) CORRUPT PRACTICES:

Any bribe, commission or advantage offered or promised by tenderer to any officer or servant of the CRWC (in addition to any criminal liability which the tenderer may incur) shall debar his tender from being considered. Canvassing on the part of the tenderer or on his behalf shall also make his tender liable for rejection.

The CRWC reserves the right to ignore the tender of a tenderer who is in the same line of business, i.e. competing with the CRWC.

Eligibility Criteria and Documents to be submitted

- I. All Public/Private Co's/Firms/Proprietary concerns/Co-op Societies/HUF are eligible to apply.
- II. **The tenderer should have a financial turnover of an average of Rs.5,00,000/- (Rupees Five lakhs only) in the financial years i.e. 2018-19 and 2019-20 from Transportation business. The tenderer has to submit the audited Balance Sheets/Profit and Loss statement and if not available than the financial turnover of 2018-19 and 2019-20 must be duly signed and stamped by Chartered Accountant.** The documents furnished in proof of turnover must clearly mention the turnover from the work of transportation.
- III. Earnest Money deposit of **Rs.30,000/- (Rupees Thirty Thousand only)** in the prescribed manner through e-payment system/Mode only within the date and time specified in NIT. However, MSME having valid registration certificate are exempted from payment of earnest money deposit. Copy of MSME certificate to be submitted.

- IV. Constitution of the firm (if the tenderer is not a sole proprietary concern/individual) for partnership firm-a partnership deed, for a registered company-its Memorandum of Association and Articles of Association should be submitted.
- V. Power of attorney duly executed in favour of signatory, authorizing him to sign the tender documents, in case the tenderer is not a sole proprietary concern. In case of Pvt. Ltd. Company a Resolution from the Board of Directors of the company authorizing the signatory to sign the Tender be enclosed.
- VI. A certified copy of PAN Card.
- VII. GST Registration if any (where agency is covered to pay as per GST rules).
- VIII. Tenderers are required to furnish Income Tax Return filed by them during last three Financial Years.
- IX. Processing Fee deposit of **Rs.3260/-** through e-payment system on or before the date & time specified in NIT.
- X. The tenderer who have downloaded the tender form from the website shall have to pay an amount of **Rs.2,000/- (Rupees Two Thousand only)** through e-payment system/mode towards cost of tender, on or before the date and time as specified in the NIT.

Note:-

Tenders not accompanied by all the enclosures intact and duly filled in and signed, as mentioned here in above, may be liable to be rejected. However, CRWC reserves the right to seek additional information from the party of clarificatory/supplementary nature to the original proposal after its submission, if found to be necessary during the course of evaluation of the proposal, if otherwise fulfils the minimum eligibility criteria, in furthering the finalization of bid.

O) PRICE BID:

The tenderer shall quote the rate in figures as well as in words in the Appendix-I and submit the same through e-tender process only. The lowest rate quoted in figures as well as in words in the Appendix-I shall be considered.

All participating agency will be offered to match the lowest rate quoted and accept their empanelment. However agency will be at their free will to accept or reject the offer at the lowest revenue share derived through this open tender.

P) LIABILITY OF SERVICE PROVIDER FOR LOSSES, ETC. SUFFERED BY CRWC

- a) The Service Provider shall be liable for all causes, damages, charges and expenses suffered or incurred by the CRWC due to the Service Provider's negligence and unworkman like performance of any Service under this contract or breach of any terms thereof on their failure to carry out the transportation work. In case of damages to any property or plants belonging to the CRWC by the vehicles of service provider or his representatives during any of the operations, the service provider shall be liable for cost of damages in addition to the compensation at the rate of 10% thereon. The amount of the damages shall be deposited by the service provider immediately failing which it will be recovered from his admitted bills. The decision of the CRWC, New Delhi regarding such damage caused by the service provider and their liability for the losses etc. suffered by CRWC shall be final and binding on the Service Provider.
- b) The CRWC shall be at liberty to reimburse themselves of any damages, losses, and charges caused or expenses suffered or incurred by them due to Service Provider negligence and un-workman like performance of services under the contract for breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the Service Provider under this or any other contract with the CRWC. In the event of the sum which may be due to the CRWC as aforesaid being insufficient the balance of the total sum claimed and recoverable from the Service Provider as aforesaid shall be deducted from the Security Deposit furnished or amount due/lying payable under any other contract by the Service Provider. Should this sum also being not sufficient to cover the full amount claimed by the CRWC, the Service Provider shall pay to the CRWC on demand, the remaining balance of the aforesaid sum claimed.
- c) In the event of default on the part of the Service Provider in providing adequate no of trucks or any other transport vehicle or personnel and on their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the CRWC or any officer acting on its behalf, the CRWC without prejudice to other rights and remedies, reserves the right to recover by way of compensation from the Service Provider a sum of Rs. 2000/- (Rupees Two Thousand Only) per day per vehicle or the liquidated damages/losses suffered by the CRWC whichever is more plus actual claims, if any, received from the users which shall be in addition to his any other liability mentioned elsewhere in the tender. Besides, the CRWC shall be at liberty to make temporary alternate arrangements to cope up with the work at the risk and cost of the service provider who will be liable to compensate the consequential damages if any, The CRWC in its absolute discretion may determine loss/ damage and the decision of the CRWC on the question whether the Service Provider has committed such default or has failed to perform any of such services efficiently and is liable to pay compensation and as to the quantum of such compensation shall be final and binding on the Service Provider.
- d) Service Provider shall be responsible for the safety of the stocks from the time they are loaded on to the trucks until having been unloaded from their trucks at godowns

of the users. They shall provide tarpaulins on decks of the trucks used for transportation of stock so as to avoid loss of stocks etc. through the holes/crevices in the decks of the trucks. They shall deliver the number of bags and the weight of food grains, fertilizers, cement, Salt, Sugar and any other notified commodities etc. received by them and loaded on their trucks and shall be liable to make good the value of any loss, shortage or damage during their custody. The CRWC will be sole judge for determining, after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards, the liability of the Service Provider for such loss and amount will be recovered from them. The decision of the CRWC in this regard shall be final and binding on the Service Provider.

- e) The service provider shall indemnify the CRWC against any loss, damage, destruction or deterioration of the goods or delay in loading/unloading of trucks due to any negligence/default on their part or on the part of their employees/labourers or due to non availability of adequate safety aids with the labourers or due to pilferage of goods by their employees/labourers also by the carelessness, neglect, misconduct of their employees/labourers in their employment and any liability for payment of compensation by the CRWC to the users in case the loading/ unloading is done by their own labours. The service provider shall pay all claims met and also litigation expenses if any incurred by the CRWC immediately on demand without any demur. The CRWC shall have the right to deduct the amount of such loss from any sum (including security deposits) then due or become due to the service provider under this contract or any other contract with it. The decision of CRWC shall be final and binding on the service provider in this regard.
- f) In case of any shortage/ damage/ loss etc. to the stocks for whatsoever reasons and cause while the same are in the custody of service provider at the time of transportation, the service provider shall liable to make good to the CRWC the market value of the stocks for such shortages/ damages/losses etc. In addition if there is any reason for suspicion of collusion of the service provider or his employee in such losses or damages, CRWC at its discretions may impose liquidated damages as deemed fit. The decision of CRWC shall be final and binding on the service provider.

Q) CONSEQUENCES OF NON-PERFORMANCE

- 1) Damages may be recovered from the contractor for repeated non performance of upto Rs.5,000/- per day, by CRWC.

However, additional damages for unsatisfactory working will be imposed only after serving a Show Cause Notice, whereas damages under other clauses can be imposed by giving intimation to the Contractor.

- 2) All the damages will be imposed by the CRWC and the same will be deducted from the monthly bill of the contractor. CRWC may also deduct the damages from the

Security Deposit, in case monthly bills are short of damages amount. In such a case, the contractor shall have to make good the Security Deposit within a period of three days of the intimation to him.

R) SAFETY

It shall be the duty of the contractor to acquaint himself with all safety regulations regarding Road Transportation. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract. The contractor shall indemnify CRWC against any violation of safety laws, rules and regulations while carrying out operations as required by the contract at all times. No unauthorized person should be allowed to work on the truck etc.

The drivers should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

S) LICENCE/PERMISSION/REGISTRATION

Wherever any License/Permission from or Registration with Local or State or Central Authorities is required under the applicable Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such License/Permission/Registration. Contractor shall also be liable for producing for inspection such certificates and licenses including interstate permits as may be required by the Local/State/Central Authorities or CRWC as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against CRWC by Contractor shall be entertained by CRWC for any breach of the provisions/Acts or laws by the contractor.

T) DELIVERY OF THE TENDER:

Online as detailed in NIT.

U) OPENING OF TENDERS:

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

V) ACCEPTANCE OF TENDER:

The MD, CRWC, New Delhi for and on behalf of CRWC reserve the right to reject any or all the tenders without assigning any reasons thereof and does not bind himself to accept the lowest or any other tender.

When a tender is accepted, the successful tenderer shall be advised of the acceptance of his tender by a letter or telegram/ fax/ E-mail, as formal 'Acceptance of Tender'. Where acceptance is communicated by telegram/fax/e-mail, the formal acceptance of tender will be forwarded to the Agency as soon as possible, but the telegram/fax/e-mail must be acted upon immediately.

The successful tenderer shall execute the agreement and deposit the Security Deposit amount within 15 days from the date of award of contract.

- CRWC does not guarantee any assured stream of revenue or volume of business.

W) PROVISION OF TERMINATION

The CRWC, Corporate Office, New Delhi reserves the right to terminate the contract at any time during the currency of the contract without assigning any reasons in writing to the Agency at his last known place of business/residence and Agency shall not be entitled to any compensation by reason of such termination. The action of CRWC under this clause shall be final, conclusive and binding on the Agency and shall not be called into question.

Sr. MANAGER-COMMERCIAL

(on letter head of participant)

APPENDIX-I

PRICE BID

Dated: _____

To,
Sr.Manager-Commercial
CRWC, GROUND FLOOR,
PRAGATI MAIDAN METRO STATION BUILDING,
NEW DELHI-110001

Sub: Submission of "Offer" in reference to your notice inviting tender No. CRWC-II/Tender-Transportation/2019-20/ Dated: _____

Sir,

In reference to the subject mentioned above, we would like to offer my rate as under:

Loading Point	To	Rates for Transportation (in figures)	Rates for Transportation (in words)
Morbi	Mundra Port		
Morbi	Kandla Port		
Sanghi	Mundra Port		

****Goods & Service Tax, as applicable, will be payable extra on above quoted rates.***

***** Vehicles deployed should carry out 100 TEUs of capacity***

We hereby also undertake to accept and abide by all other terms and conditions as stipulated in this tender document. The decisions taken by representatives of CRWC in all respects shall be binding on me/us.

Yours faithfully,

(Authorized Seal & Signature)

Name:

(on letter head of participant)

Name of the Facilitator/Agency	
Office address of Facilitator/Agency and Tel. Number / Mobile No.	
PAN Number (Enclose a Copy)	
GST No (Enclose a Copy)	
Name and contact no. of representative who will be dealing on behalf of the participant with CRWC	

(Authorized Seal & Signature)

**APPENDIX-II
STAMP PAPER OF Rs. 100/-**

AGREEMENT

The Central Railside Warehouse Company Ltd., having agreed to engage M/s as Facilitator/Agency to assist CRWC Ltd in marketing of agricultural commodities on revenue sharing basis in response to the submission of e-tender submitted by me/us on to the Sr.Manager-Commercial, CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED, Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001.

I/We..... am/are executing this agreement on and hereby confirm that I/We have thoroughly examined and understood the terms and conditions of the invitation of tender bearing no. date, by Sr.Manager-Commercial, CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED, Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001 for appointment of Service Provider (Transportation) and agree to abide by them. I/We am/are willingly undertaking the said work consequent on the approval of the tender given to me/us by the Central Railside Warehouse Company Ltd., New Delhi at the rates mentioned in the schedule as annexed where to which forms part of this agreement, and as per terms and conditions of the notice inviting tender.

I/We assure the said CRWC that I/We will undertake the said work to the best of my/our ability at all stages during tenure of the contract.

The agreement will remain in force for the period of 01 (One) month from Which can be extended by CRWC at its discretion for a period of 01 (One) month at the discretion of CRWC Ltd.

Consultant

For and on behalf of

(Capacity in which signing)

Central Railside Warehouse Company Ltd.

Witness:

Witness:

1.

1.

2.

2.

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APPENDIX-III**Bank Guarantee**

FORMAT OF BANK GUARANTEE BOND In consideration of the Central Railside Warehouse Company Ltd., New Delhi (hereinafter called the Company) having agreed to exempt M/s _____ [hereinafter called the said Second Party/ Licensee] from the demand, under terms and conditions of an agreement dated _____ made between _____ & CRWC Ltd hereinafter called the said agreement for appointment of Business Associate to assist CRWC Ltd in creating Transportation Business Vertical on revenue sharing basis by the Second Party(s) of the terms & conditions contained in the said agreement on production of Bank Guarantee of Rs. _____ (Rs. _____) we, _____ (herein after referred to as "the Bank") at the request of _____ Second Party(s) do hereby undertake to pay the Company an amount of not exceeding Rs. _____ (Rs. _____) against any claims or damages caused to or suffered or could be caused to or suffered by the Company by reasons of any breach by the Second Party(s) of any of the terms and conditions contained in the said agreement during the facility under use of the Second Party(s). 1. We _____ (indicate the name of Bank) do hereby undertaken to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of shortages or loss or damages caused to or would be caused to or suffered by the Company by reasons of breach by the said Second Party(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this agreement shall be restricted to an amount not exceeding Rs. _____ (Rupees _____). 2. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Second Party(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Second Party(s) shall have no claim against us for making such payment. 3. We _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it should continue to be enforceable till all the dues of the Company under or by virtue of the said agreement has been fully paid & its claim satisfied or discharge or till _____ Company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party(s) and accordingly discharged this Guarantee. Unless a demand

or claim on this Guarantee is made on us in writing on or before_____ we shall be discharged from all liability under this Guarantee thereafter. 4. We_____ (indicate the name of Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms of tender No. CRWC-..... Dated: and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation, or extension being granted to said Second Party(s) or for any forbearance, act or omission on the part of the Company any indulgence by the Company to the said Second Party(s) or by any such matter or thing, whatsoever, which under the law relating to sureties would, but for this provision, have effect of so relieving us. 5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Second Party(s). 6. This Bank Guarantee will remain operative not only for the entire period of the contract but also for a minimum period of **one month** after completion/ termination of the contract or till Company certified that the terms and conditions of the said agreement have been fully & properly carried out by the said Second Party(s) so as to satisfy the claims of the Company against the Second Party, if any, for the contract to which the Guarantee relates. We _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Company in writing. Date the _____ day of _____ For _____ (Indicate the name of Bank)