

**CENTRAL RAILSIDE WAREHOUSE
COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)**



No.CRWC-II/RWC-Kandla/USER/2020-21/232

Dated: 11.06.2020

Cost of Tender: Rs.5000/-

INVITATION OF TENDERS FROM

PROSPECTIVE USERS

FOR UTILIZATION OF STORAGE SPACE

[COVERED WAREHOUSE of 18021 Sq. Mtr. + OPEN STORAGE AREA of 38000 Sq. Mtr.]

AT

RAILSIDE WAREHOUSE COMPLEX

KANDLA

GUJRAT – 370210

11-06-2020

**CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)
GROUND FLOOR, SUPREME COURT METRO STATION BUILDING
NEW DELHI-110001**

**CENTRAL RAILSIDE WAREHOUSE
COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)**



No.CRWC-II/RWC-Kandla/USER/2020-21/232

Dated: 11.06.2020

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No.CRWC-II/RWC-Kandla/USER/2020-21/232

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NOTICE INVITING e-TENDER

**CENTRAL RAILSIDE WAREHOUSE
COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)**



No.CRWC-II/RWC-Kandla/USER/2020-21/232

Dated: 11.06.2020

E-Tender Notice

CRWC invites e- tenders 'ONLY' from the interested parties, who are professionally Competent , Technically & Financially sound and eligible as per this NIT for selection of Users for utilizing the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.)at its Railside Warehouse Complex (RWC) at Kandla, (Gujrat-370210), as detailed below:

Scope of Work	Selection of Users for utilizing the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at its Railside Warehouse Complex (RWC) at Kandla, (Gujrat-370210).	
Tender Notice	ONLY Online Tenders (e-tendering) for above work. Tender documents will be available on websites: www.crowc.euniwizarde.com www.crowc.in , www.cewacor.nic.in , www.tenderhome.com http://www.eprocure.gov.in	
Tender Type	OPEN	
Schedule of e-Tender	Date and Time for downloading of Documents & payment of Processing Fees, cost of tender & EMD	From 11:00 hrs on 11.06.2020 up to 23:59 hrs on 17.06.2020.
	Last date and time of online bid submission	Upto 15:00 hrs on 18.06.2020.
	Date & time of online Technical Bid opening i.e. Step I	At 15:30 hrs on 18.06.2020.
	Date & time of online Financial Bid opening	Will be intimated later on.
	NOTE: If the date fixed for opening of Pre Bid/Technical Bid/Financial Bid is declared as holiday, the proposal will be opened on the next working day following the holiday at the same time.	
Bid Validity Period	Ninety (90) days from the last date for submission of tender. However, CRWC may solicit the Bidder's consent for further extension of the period of validity of the bid.	
Period of Contract	For Three (03) Years extendable for One (01) more Year. The contract period will start from the date of award of the contract.	

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TENDER FEE & Processing Fee	<p>(i) TENDER FEE PAYABLE TO CRWC for an amount of Rs.5000/- (Rupees five Thousand only) inclusive of GST @ 18%. The cost of tender should be remitted from the account of the Bidder and the tender is non- transferable. The payment should be deposited through e-payment gateway of https://crwc.euniwizarde.com only.</p> <p>(ii) PROSECESSING FEE PAYABLE for an amount of Rs. 5900/- (Rupees Five Thousand Nine Hundred only) inclusive of GST @ 18%. The payment should be deposited through e-payment gateway of https://crwc.euniwizarde.com</p>
EMD	<p>The EMD for an amount of Rs.5,00,000/- (Rupees Five Lakhs only (ref. clause 5.8 of Document).</p> <p>NOTE: The tenderer participating under the category “MSEs registered with the prescribed agencies; irrespective of relevance of product category (Reference FAQ vide O.M no. F. No. 22(1) dated 24.10.2016) are exempted from payment of EMD and cost of tender i.e. the Processing Fee payable to CRWC as mentioned above, and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be fully effective and valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter.”</p> <p>Detailed Terms for Micro & Small Enterprises are mentioned at EXHIBIT-12.</p>
Value of Contract	Rs. 10,00,00,000/-

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Note:

INFORMATION FOR ONLINE PARTICIPATION:

- A) The Bidder participating in the tender process, shall require class III digital signature/digital security certificate for participating in e-tendering process (for log in, downloading and uploading of bid documents or for submitting the e-bid documents). Digital signature can be obtained from any of the authorized agency of CCA (Controller of Certifying authorities) for this a separate processing fee would be payable to the authorized agency of CCA. However, if valid class III digital signature is available with the Bidder the same can be used.
- B) The Bidders desirous of participating in the NIT, shall have to register their firm in the website <https://crwc.euniwizarde.com> for online e-tendering in consultation with CRWC's consultant M/s ITI Limited (Govt. of India undertaking).The detailed procedure for registration is as under:
- i) Go to the URL <https://crwc.euniwizarde.com> Click on the REGISTER ME link
 - ii) In the Vendor Registration form, vendor/Bidder has to fill up the his details, digital signature information, and correct e-mail address and submit form.
 - iii) The user-id and password are generated in the form of Acknowledgement.
- C) The Bidder himself or the person duly authorized on its behalf to participate in the bidding, as the case may be, can submit the bid under his or her Digital Signature. Non-compliance including absence of the digital signature of the Bidder or the authorized person as the case may, will lead to summarily rejection of the bid.
- D) Enquiries/Clarification, if any may be submitted upto 1700 hrs on 05.06.2020 to Sr. Manager-Commercial, CRWC, Corporate Office, New Delhi. Clarifications will be published on the following website:- www.crwc.euniwizarde.com
www.crwc.in, www.cewacor.nic.in, www.tenderhome.com, <http://www.eprocure.gov.in>
- E) **DOWNLOADING OF TENDER DOCUMENT:** -The tender document is available only in electronic format which the Tenderer's can download at a cost of Rs. 5000/- from the abovementioned websites.
- F) **SUBMISSION OF TENDER:**-Tenderer shall submit their offer in electronic format on the website <https://crwc.euniwizarde.com>, on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Railside Warehouse Company Limited will be out rightly rejected.

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G) Incomplete Tender or the Tender not complete in all respect i.e. not accompanied by necessary exhibits duly filled in and signed along with scanned copies of supporting documents duly self-attested under valid digital signatures, shall be summarily rejected.

i. Checklist: A checklist as provided at Exhibit 14 with the Template for Step-1 (Para 4.1): Pre-qualification (Technical) Bid is also required to be duly filled and uploaded.

ii. Tenderer's who wish to participate in e-tender enquiry need to fill data in pre-defined forms of Pre-qualification (Technical) Bid, Financial Bid in Excel formats only.

iii. After filling data in pre-defined forms, Tenderer's need to click on final submission link to submit the encrypted bid.

iv. In the event of any document being found fabricated/forged/tampered/alterd/manipulated during verification, or that the Bidder has made any misrepresentation or has concealed any material information, which are likely to affect the eligibility of the Bidder, the EMD of the said Bidder/Tenderer shall be forfeited and he/ shall be disqualified from future participation in the tenders of Central Railside Warehouse Company Limited for a period not exceeding Two (02) Years and if the contract is already awarded, at the time of such discovery, CRWC shall have absolute right to terminate the contract and the security deposit submitted by the Bidder shall be forfeited without prejudice to the other rights of CRWC including right to disqualify the successful Bidder for such time as CRWC may, in its discretion deems fit.

v. In case any of the uploaded documents is not legible then CRWC reserves the right to call for legible hard copies of the same and/or originals for scrutiny/ verification. In such a case the Bidder must upload the missing documents called for electronically, as per clause 4.1.2(b) within the stipulated time. Any physical submission of documents shall be rejected and the Bidder/ Tenderer shall be solely responsible and liable for the consequences arising there from.

Note: Tenderer should upload all the required documents with the tender under valid digital signature.

H) The Bidders are requested to get themselves registered well in advance so as to avoid any last-minute rush and hardships for any reasons whatsoever. CRWC shall not be liable or responsible in any manner for any technical problem encountered by any Bidder at the time of uploading of bids during the last moment and in no circumstances, any extension of time shall be granted for such online vendor registration. The online payments of Bidders shall be subject to realization/confirmation on the e-tender portal by way of a unique transaction reference number. Bids for which, the cost of tender, EMD or Tender Processing Fee has not been received shall be rejected without assigning any reasons and no query shall be entertained in this regard.

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For any clarification regarding online participation, 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 No.

- Mr. Samabesh, Mobile No.: 9355030634

Sr. Manager-Commercial

Central Railside Warehouse Company Limited
Ground Floor, Supreme Court Metro Station Building

New Delhi-110 001

Phone: 91-11-23480165

E-Mail: sudhir.nair@crwc.in

Website: www.crwc.in

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DISCLAIMER

Though adequate care has been taken in the preparation of this Request for Proposal (RFP) document, CRWC makes no representation or warranty as to the accuracy and completeness of the information and/or projections contained in this document or otherwise provided to any party/Bidder by CRWC. CRWC shall have no liability or responsibility for any statements, opinions, information and matters (expressed or implied) arising out of, contained in or derived from, or for any omission in this document or any other written or oral communications transmitted to the party in relation to the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at its Railside Warehouse Complex (RWC) at Kandla, (Gujrat-370210), as the case may be.

The Bidder should satisfy itself that the document is complete in all respects. In case of an incomplete data/documents or discrepancies, the intimation should be given to the below mentioned office immediately. If no intimation is received by this office by the date mentioned in para 5.1 of RFP, it shall be presumed that the Bidder is satisfied that the Request for Proposal Document is complete in all respects.

Central Railside Warehouse Company Limited reserves the right to reject any or all of the proposals submitted in response to this Request for Proposal or otherwise not to proceed with the Tender process at any time without assigning any reasons whatsoever, at any stage of evaluation of bids and no query or representation shall be entertained in such a situation

Central Railside Warehouse Company Limited also reserves the right to change any or all of the provisions of this Request for Proposal or provide clarification in respect of any provisions thereof. However such changes/clarification would be intimated to all parties procuring this Request for Proposal and shall be posted on CRWC's website <http://www.crwc.in>; on the CPP Portal procure.gov.in; and on the CRWC's tender portal <https://crwc.euniwizard.com>, at least two day prior to close of downloading of the Tender. for the benefit of all the Bidders/tenderers who have downloaded the Tender from the website. It is informed that CRWC shall not be responsible for non-receipt of such intimation by any Bidder(s) and it shall be the sole responsibility of such Bidders to check the websites regularly for such changes, if any and keep themselves updated and well informed with reference to this tender before submitting the Tender. If they fail to do so the CRWC shall in no way be liable for the same.

Sr. Manager-Commercial
Central Railside Warehouse Company Limited
Ground Floor, Supreme Court Metro Station Building, New Delhi-110 001
Phone: 91-11-23480165, E-Mail: sudhir.nair@crwc.in
Website: www.crwc.in

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**VOLUME-I
REQUEST FOR PROPOSAL**

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REQUEST FOR PROPOSAL

Details of Tender:

Selection of Users for utilizing the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at its Railside Warehouse Complex (RWC) at Kandla, (Gujrat-370210) in the e-Tender Notice dated xx.06.2020

Notes:

1. This Document is in two volumes:
Volume I: Request for Proposal (RFP)
Volume II: Project Information (PI)
2. **Volume I** contain Seventy (70) pages i.e. page No.1 to 29 & Exhibits 1 to 15 i.e. page 32 to 70.
3. **Volume II** contains Two (02) pages i.e. page No. **30 to 31**.
4. The proposal document is valid only for the applicant/Bidder who has downloaded the document from the Websites mentioned in the e-Tender Notice/ NIT dated **xx.06.2020** after payment of requisite fee.

5. **DISQUALIFICATION CONDITIONS:**

- a) The Bidders who have been blacklisted or otherwise debarred by CRWC or any department of Central or State Government or any other Public Sector Undertaking as on the date of publication of this NIT.
- b) If the proprietor / any of the partners of the firm / any of the Director of the Company, which is one of the Bidder has been convicted by the court of law of any offence, whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for a term not less than six months and a period of five years has not elapsed from the date of expiry of the sentence:

Provided that if such person has been convicted of any offence and sentenced in respect thereof to imprisonment for a term of seven years or more, such Bidder will be ineligible permanently and cannot participate in the tender process.

The aforesaid disqualification shall apply, notwithstanding the pendency of the appeal against the convictions as referred above. However, on acquittal by the Appellate Court on or before the expiry of last date for tender submissions, the tenderer will be eligible to participate.

The Bidder is required to furnish a suitable declaration in the prescribed format as **per Exhibit-12**.

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6. The tenderer should upload the scanned copies of documents in support of eligibility criteria along with the bid. Any document uploaded with the digital signature shall be deemed to have been self-attested and shall be binding on the Bidder.

7. Submission of false, dubious, forged or tampered documents by any Bidder shall lead to the disqualification of its tender without prejudice to the right of CRWC to take other actions as it deems fit (including forfeiture of EMD) against such erring Bidder, including debarring in the future tenders for a period of Two (02) years.

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1. INTRODUCTION

This bid document (hereinafter referred to as the (proposal document') has been prepared by Central Railside Warehouse Company Limited (hereinafter referred to as the 'CRWC') and the information contained in this document has been developed from publicly available sources. Bid document includes Request for Proposal along with Exhibits 1 to 15. The Exhibit -8 is for proposed agreement which is integral part of the bid document. **This document has been prepared to enable the Bidders to participate in the tender process for Selection of Users for utilizing the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at its Railside Warehouse Complex (RWC) at Kandla, (Gujrat-370210) for a period of Three Years extendable by One more Year.**

This document is solely for use by the Bidder(s) who are interested in participating in the bidding process. The document has been prepared to provide basic information to Bidders and to encourage them to make their own evaluation of the assets and facility of the RWC. It does not mean to contain all the information that a prospective Bidder may require. In all cases, Bidders should conduct their own investigation and analysis of the assets, facility and relevant data set out in this document to ensure and satisfy itself about the adequacy and suitability for the facility at RWC Kandla, before submitting their bids.

1.1 STATUS OF THE DOCUMENT:

This document is not an offer by CRWC to lease or part away with its assets and Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at its Railside Warehouse Complex (RWC) at Kandla, (Gujrat-370210), which shall always remain in the ownership and possession of CRWC. But it is only an offer to allow an entity to utilize the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at its Railside Warehouse Complex (RWC) at Kandla, (Gujrat-370210).

1.2 STATUS OF FACILITY:

The Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at the RWC (Premises) has been developed by CRWC and these are in absolute ownership and possession of CRWC. The User will, under the overall supervision and control of CRWC, utilize the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at its Railside Warehouse Complex (RWC) at Kandla, (Gujarat-370210) pursuant to agreement with CRWC and under the condition(s) stated therein and that the User shall use the facility, subject to due and faithful fulfillment of all obligations of the User as specified in these documents.

The MOU and agreement signed by CRWC with Indian railways restricts the use of facility to the successful Bidder for specific purposes and for uses which are supportive for operations of CRWC under the overall control of CRWC.

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In line with the MOU signed by CRWC with Indian Railways , it is expected that the user shall give preference to Rail borne traffic for storage and handling purposes at the warehousing complex and at least 70% of the warehousing capacity shall be kept for rail borne traffic. In case a rake booked to the Warehouse complex is detained beyond the permissible free time owing to less than 70% warehousing capacity being available for rail borne cargo, the demurrage charges would be on user's account.

Railways's liability as a bailee for the loss, destruction, damage, deterioration or non-delivery of any consignment will cease as soon as the consignments are unloaded from the railway wagons in to the Warehouse after which the entire liability would rest with the user. Similarly for outward traffic, Railways's liability would commence only after the goods are loaded from the warehouse into railway wagons for transportation by rail. User shall indemnify the Railways for any claim preferred by the consignors/consignees on the railways for any loss, destruction, damage, deterioration or non-delivery of any consignment during the period of the contract.

User will also take all possible steps to promote rail borne traffic to and from the warehousing complex.

The continued beneficial use of the facility will be conditioned by the efficient, safe and environmentally sound provision of services at the facility along with its adequate repair and maintenance.

2. ABBREVIATIONS & DEFINITIONS USED IN RFP DOCUMENT

2.1 ABBREVIATIONS:

(i) **RWC:** Railside Warehouse Complex at Kandla developed, owned and possessed by CRWC.

2.2 DEFINITIONS:

(i) **Bidder:**

Bidder shall mean and include a Sole proprietorship concern, Registered Partnership firm, a Company incorporated under the Companies Act that has submitted a Proposal in response to this Request for Proposal Document.

(ii) **Company:**

The term 'COMPANY' or 'CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED' or 'CRWC' wherever occurs, shall mean the CENTRAL RAILSIDE WAREHOUSE COMPANY

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LIMITED' established under the Companies Act of 1956 and shall include its administrators, successors and assigns.

(iii) **Facility:**

The expression 'Facility' means the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.), developed, constructed, owned and possessed by Central Railside Warehouse Company Limited at Kandla, (Gujrat-370210) as described in Volume-II.

(iv) **Managing Director:**

'Managing Director' shall mean the Managing Director of Central Railside Warehouse Company Limited.

(v) **Sr. Manager:**

Sr. Manager-Commercial shall mean the Senior Manager-Commercial of Central Railside Warehouse Company Limited.

(vi) **Terminal Manager:**

'Terminal Manager' shall mean the Terminal Manager, Kandla, (Gujrat-370210) of Central Railside Warehouse Company Limited having administrative control over the facility.

(vii) **User:**

The selected Bidder with whom CRWC will finalize the User Agreement shall be the User.

(viii) **Pre-qualified Bidders:**

After the evaluation of Step 1: pre-qualification proposal, the Bidders shortlisted for the subsequent steps shall be referred to as the Pre-qualified Bidders.

(ix) **User Agreement**

To be associated as a user, the bidder having technical expertise and resources to utilize the facility of Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at CRWC's RWC-Kandla, Gujarat including but not limited to maintenance and operation of the facility as User, as per the conditions of this Document, shall enter into user agreement with

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CRWC as per the terms of the User Agreement in accordance with **Exhibit-8**.The bidder may please go through the same.

(x) Proposal:

The proposal submitted by the prospective Bidders in response to this Request for proposal issued by CRWC.

(xi) Request for Proposal:

This document, being issued to the prospective Bidders, asking for their proposal.

(xii) BIDDER:

The Bidder successful in terms of this tender enquiry for selection of User as defined at (vii) above. 'Bidder' in this RFP document refers to and to be replaced by the name of the successful Bidder.

3. BACKGROUND OF THE SERVICES

3.1 Objectives of the Services:

CRWC proposes to enter into a User Agreement for its Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at its Railside Warehouse Complex (RWC) at Kandla, (Gujrat-370210) **for a period of Three Years extendable by One more Year at same terms and conditions** with entities who have the required experience, expertise and technology matching with international standards in the areas of-

- Operation and Management of warehousing/logistics operations **AND**
- Marketing to achieve optimum levels of capacity utilization and offer cost-effective, value added services.

CRWC's objective is to select an entity, which has the organizational capability to successfully utilize the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at its Railside Warehouse Complex (RWC) at Kandla, (Gujrat-370210), under the overall control of CRWC, and also offers the most attractive commercial terms to CRWC. The rain borne cargo is normally stored and handled at this warehouse complex. CRWC shall enter into a User Agreement with the successful Bidder.

4. DESCRIPTION OF THE SELECTION PROCESS

**CENTRAL RAILSIDE WAREHOUSE
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The selection process would consist of the online submission of proposals in two Bids system by the interested parties in response to the Request for Proposal as specified below:

Step 1: Information for Pre-Qualification, Business Proposal and Conditions (Exhibits 1 to 14)

Step 2: Financial Bid (Exhibit-15).

The proposals received would be subject to a two-step evaluation as below:

4.1 STEP- 1: PRE-QUALIFICATION OF BIDDERS

In the first step, CRWC will evaluate the information submitted by the Bidder in Step 1 to select the pre-qualified Bidders.

4.1.1 Preliminary scrutiny of bids

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

- (i) Required EMD and cost of tender or any other fee prescribed under this RFP has not been received within the time prescribed;
- (ii) The bid validity period mentioned by the Bidder in the bid document is for a shorter period than the period required and stipulated in the RFP document
- (iii) The Bidder has not quoted for all the items, as specified in **Exhibit-15**. (At Price Bid Stage)
- (iv) The Bidder has not agreed to any of the conditions of the agreement.
- (v) The Bidders who have been blacklisted or otherwise debarred by CRWC or any department of Central or State Government or any other Public Sector Undertaking as on the date of publication of NIT. The decision of Managing director, CRWC shall be final in this regard.

CRWC, reserves its right to declare any bid as non-responsive, without assigning any reason. No request for reconsideration shall be entertained in this regard. The Bidders are informed that only those bids which are found to be responsive in the initial scrutiny shall be taken up for further evaluation and consideration.

4.1.2: Further evaluation of Technical Bid

- (a) Company shall evaluate the technical bids to determine whether they are complete, whether the required documents, as asked for, have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.

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- (b) Company, if necessary, can ask the tenderer for any specific clarification relating to qualifying document / condition or can seek missing document(s) within the specified time i.e. **Three (03) days**. For this purpose, the procedure stated below is to be followed and the specific clarification and missing document is required to be uploaded on the same portal as per the procedure prescribed therein.

The Missing document to be submitted should not be of a date later than the date of submission of original bid. The missing documents sought are allowed to be submitted only by uploading on the tender website through which same has been asked.

With respect to qualifying criteria, if any information/document is not submitted or partly submitted or wrong document is submitted or the document submitted does not explain fully the tender requirements, same can be sought by the Company from the tenderer.

- (c) Company can waive any minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- (d) The tenderer has the option either to respond or not to respond to these queries.
- (e) The request for clarification and missing document(s) by the Company and the response of the Bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.
- (f) If the tenderer fails to respond, within the stipulated time period or the clarification(s)/document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- (g) All the responses to the clarifications will be part of the Proposal of the respective tenderer and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement.

Procedure to be followed for obtaining missing documents & specific clarification:

- (i) An Icon for clarification shall appear on “Bid details” page (in front of each of the Bidder’s name) at Company’s end after opening of Technical / Financial Bid.
- (ii) Company shall click on clarification icon for the desired Bidder and enter the details of clarifications / missing documents sought within the prescribed time.

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- (iii) After entering the details of clarification / missing document sought by the Company, same icon shall appear at Bidder's end for replying to the particular clarification / missing document sought by the Company. The system will also send the alert to the Bidder at his registered e-mail address about the clarification / missing document sought by the Company.
- (iv) Bidder will click on clarification icon and will reply to the same and upload the required document (optional) in support of clarification sought and also submit missing document, if any, within the prescribed time. Bidder cannot ask for any clarification from the Company.
- (v) Once the prescribed time expires, clarification icon from Bidder site shall also disappear automatically.
- (vi) After expiry of prescribed time, Company shall download the clarification / missing document submitted by the Bidder.

Only those Bidders, whose bid was found in order in technical evaluation as per RFP requirements as well as if it fulfills the eligibility criteria as stipulated at Clause 6.2 of RFP Document, shall be intimated about opening of the financial bid.

4.2 STEP 2 - EVALUATION OF FINANCIAL BID

Financial Bid in respect of the Bidders declared as Pre-qualified in evaluation of technical bid will be opened. The Financial Bids will be ranked on the basis of the Total Quoted Amount (Fixed Storage charges). The Bidder having quoted the most attractive committed Fixed charges shall be ranked as H1, H1 bidder will be selected, and subsequent Bidders shall be ranked in order of their respective total quoted amounts shall be ranked as H2, H3, and so on.

Quoted Amount = (Fixed Storage Charges quoted per Month)

NOTE: In case, the total quoted amount as worked out above is found to be same for more than one Bidder, for arriving H1 tenderer the criteria for higher turnover as per clause 6.2 (c) will be taken into consideration.

5. PROCEDURE TO BE FOLLOWED

5.1 ENQUIRIES & CLARIFICATIONS:

Enquiries, if any, can be addressed to:

Sr. Manager-Commercial
Central Railside Warehouse Company Limited,

**CENTRAL RAILSIDE WAREHOUSE
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Ground Floor Supreme Court Metro Station Building

New Delhi - 110001.

Phone: 91-11-23480165

E-Mail: sudhir.nair@crwc.in

All queries that are received on or before 1700 hrs on 05.06.2020 shall be addressed by CRWC in writing. CRWC shall aggregate all such clarifications and shall prepare a response, which shall be posted on [websitewww.crwc.in](http://www.crwc.in), www.cewacor.nic.in, www.eprocure.gov.in and [https//crwc.euniwizard.com](https://crwc.euniwizard.com). No separate communication shall be issued.

Request for clarifications received after 1700hrs on 05.06.2020 shall not be entertained.

5.2 SITE VISIT:

The Bidders in their interest are advised to visit the respective site to ensure & satisfy themselves with the Warehouse information given at **Volume-II**, study documents and demonstrate a thorough understanding of the site condition, operation, costs and returns. The Warehouse is offered only on “as is where is” basis. No dispute, as regards the Facility information given at **Volume-II**, shall be entertained after submission of the tender.

5.3 SUBMISSION OF THE PROPOSAL:

By submitting this proposal by the authorized signatory of the Bidder using digital signature of the authorized signatory, the Bidders agree to all the terms and conditions listed in this document and also confirm that they have visited the site (“Facility”) and they are satisfied with conditions of the facility. No claim on this account will be entertained later.

The Bidder shall submit only one set of the Information for pre-qualification (Technical Bid) in electronic format as well as only one set of the Financial Bid in electronic format.

5.4 The Bidder shall submit its offer in electronic format on the website [https//crwc.euniwizard.com](https://crwc.euniwizard.com), on or before the scheduled date and time as mentioned in the tender notice. Submission of tenders after the scheduled date and time will not be possible. No offer in physical form will be accepted and any such offer, if received by Central Railside Warehouse Company Limited, will be out rightly rejected. Bidders will have to submit the Cost of tender, Processing Fee and EMD as prescribed in the tender document.

All Exhibits duly filled in along with scanned copies of supporting documents should be uploaded with digital signatures and shall be mandatorily signed before uploading the same.

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5.5 OPENING OF PROPOSALS

The Pre-Qualification (Technical) Bid of the proposal would be opened on the specified date and time at the Conference Hall of Central Rails Warehouse Company Limited, Ground Floor, Supreme Court Metro Station Building, New Delhi, in the presence of one representative from each Bidder, if deputed at his own cost. The details regarding the Bidder, as provided in the Covering Letter (Exhibit -1) would be read out.

5.6 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. The proposals that are incomplete in any respect or those which are not consistent with the requirements as specified in this Request for Proposal would be considered non-responsive and would be summarily rejected.
2. Adherence to formats, wherever specified, is must. Non-adherence to formats may be a ground for declaring the proposal non-responsive.
3. All communications and information should be provided in writing and in English language only.
4. All the communications and information provided should be legible and unambiguous.
5. No change in, or supplementary information to a proposal after its submission shall be accepted. However, CRWC, in its sole discretion, reserves the right to seek additional clarification from the Bidders, if necessary, during the course of evaluation of the Proposal. As per clause no 4.1.2 Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by CRWC will be a ground for rejecting the proposal.
6. The proposals shall be evaluated as per the criteria specified in the Request for Proposal. However, within the broad framework of the evaluation parameters as stated in the Request for proposal, CRWC reserves the right to make modifications to the stated Evaluation Criteria, which shall uniformly apply to all the Bidders.
7. In case of Registered Partnership Firm, the composition of the partnership firm and name of the partners shall be disclosed.
8. The Bidder should designate one person (“**Contact person**” and “**Authorized Signatory**”) to represent the Bidder in his dealings with CRWC. This designated person should be authorized to perform all tasks including, but not limited to, providing

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information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc, whose act/s shall be binding on the Bidder .

9. If any claim made or information provided by the Bidder in the proposal or any information provided by the Bidder in response to any subsequent query of CRWC, is found to be incorrect or material misrepresentation or if it conceals any material information therein, then the proposal will be liable for rejection at the sole discretion of CRWC, without prejudice to other rights of CRWC including debarring such Bidders from participating in future tenders of CRWC.
10. The Bidder shall be responsible for all costs associated with the preparation of the Proposal. CRWC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
11. The Bidder will have to sign a pre-contract integrity pact as per Exhibit-10.
14. The BIDDER shall adhere to Digital mode of transaction whenever required as per the statutory requirement.
15. Conditional bids are liable to be rejected.

5.7 VALIDITY OF TERMS OF THE PROPOSAL:

Each Proposal shall be deemed to be a firm and irrevocable offer, and shall remain valid and open for a period of not less than Ninety (90) days from the last date for submission of the proposal as laid down in this RFP document. However, CRWC may solicit the Bidder's consent for extension of the period of validity and the Bidder agrees to consider such a request. The request and response shall be in writing. A Bidder accepting CRWC's request for extension of validity shall not be permitted to modify their original offer/proposal in any other respect.

5.8 EARNEST MONEY DEPOSIT (EMD)

The EMD for an amount of **Rs.5,00,000/-** (Rupees Five Lakhs only) shall be paid online to CRWC by the Bidder through e-payment gateway of M/s ITI Limited (Govt. of India undertaking) or Demand Draft will also be accepted for EMD. The Demand draft should be in the name of:- **"Central Railside Warehouse Company Limited"** payable at **"New Delhi"** or **"Kandla"**.

The details of DD needs to be updated in the e-Tendering portal for final submission of the bid.

The Hard copy of DD can be submitted before 6PM of the due date, at the following locations failing which the tender will be treated as disqualified.

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- (1) Terminal Manager, RWC, Kandla,
Kandla Railway Good Shed Kandla Port, Near Shirva Rly. Station, New Kandla, Kutch-370210
- (2) Sr Manager (Commercial), CRWC, Ground Floor, Supreme Court Metro Station Building, New Delhi-110001

No proposal shall be considered unless Tender Fee, Processing Fee and Earnest Money Deposit are paid. The payments shall be subject to realization/confirmation on the e-tender portal by way of a unique transaction reference number for online payment and confirmation incase incase of DD

In the event Bidder withdraws his offer before the expiry of the validity period/not taking over the work after acceptance of proposal by the Bidder, EMD shall be forfeited. Besides, CRWC may suspend/ban the trade relations with him or debar the Bidder to participate in all future tender enquiries with CRWC based on the merit of each case up-to a period of Two (02) years without prejudice to any other rights and remedies available to CRWC under the agreement and law. The decision of Managing Director in this matter shall be final and binding upon the Bidder.

Earnest Money Deposit of the unsuccessful Bidder shall be returned after finalization of the offer. No interest shall be payable on the amount of Earnest Money in any case.

The Earnest Money Deposit of the successful Bidder shall be adjusted against the payment due from him.

NOTE: The tenderer participating under the category "Registered MSEs" are exempted from payment of EMD and cost of tender, and should enclose the proof of registration with agencies mentioned in the tender document.

Detailed **Terms for Micro & Small Enterprises** are mentioned at **EXHIBIT-11**.

6. THE PRE-QUALIFICATION PROCESS

6.1 THE OBJECTIVE OF THE PRE-QUALIFICATION PROCESS:

The objective of the Pre-qualification process is to select Bidders who have the operational strength to equip, operate and maintain the Warehouse and the Commercial strength to achieve optimum levels of capacity utilization and maximize commercial benefits to CRWC.

6.2 ELIGIBILITY CRITERIA FOR CONSIDERATION FOR PRE- QUALIFICATION:

Only those Bidders, meeting the eligibility criteria specified below would be considered for evaluation:

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- a) The Bidder should have experience of logistics (i.e. either or in combination of handling, transportation, and warehousing). The Bidder should have successfully completed/running work of value not less than **Rs. 3,50,00,000/- (35% of the tender value)** during the preceding **Five (05)** financial years and the current year up to the date of submission of tender.

Note: The Year for the purpose of experience will be taken as financial year (1st April to 31st March.)

The Bidder who have worked for Govt. Dept./Private entity are required to furnish the work experience certificate from the concerned principal employer for whom Bidder have worked (document in this regard is available at Format 1 at Exhibit-6). The Bidder who have worked for private parties should submit the TDS certificate of relevant period showing the experience of logistics in support of their credentials.

AND

- b) **Financial Turn over:** The Tenderer should have achieved the minimum average turnover of **Rs. 3,00,00,000/-** during the Three (03) preceding financial years. The average turnover of preceding three financial years should not be less than 30% of the estimated value of the contract. The tenderer is required to upload the audited Balance Sheet and statement of Profit & Loss A/c for the preceding three financial years with the bid. In case Balance Sheets and statement of Profit & Loss A/c for the immediate preceding financial year have not been prepared/audited, the accounts for the year previous to the preceding three financial years can be uploaded.

AND

- c) The Bidder should have a positive net worth.

6.3 STEP 1 -INFORMATION FOR PRE-QUALIFICATION:

- 1 a) Description of the Bidder as per the format specified in **Exhibit – 3.**

- 2 Covering Letter as per the format specified in **Exhibit-1.**

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- 3 a) Consideration for pre-qualification as per the format specified in **Exhibit- 5 & 6.**
b) Audited Annual Accounts for the past Three financial years. In case 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 year can be uploaded.
- 4 Information Requirements for operational capability as per the formats specified in **Exhibit-6.**
- 5 Business Proposal shall be submitted in the prescribed format i.e. **Exhibit-7 of RFP documents**
- 06 a) Registered Partnership deed in case of Partnership Firm
b) Memorandum of Association and Articles of Association in respect of Bidder/entities submitting the proposal.
c) Memorandum of Association and Articles of Association or copy of registered Partnership Deed, etc., as the case may be.
- 7 Bidders have to submit Declaration about unconditional acceptance of Terms & conditions of Tender document at **Exhibit- 2.**
- 8 The Bidder shall submit an undertaking for disqualification conditions (ref. para 4 of Notes under heading 'Request for Proposal' in respect of the proprietor/ directors/owners of the company including firm/ company/ joint venture/ sole proprietary firm/partnership firm. (**Exhibit-12**).
- 9 Bidder shall submit a duly signed Pre-contract Integrity Pact as per **Exhibit-10.**

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STEP 2 -INFORMATION FOR FINANCIAL BID:

The Bidders shall submit only one set of the Information in electronic format for the Financial Bid as per Exhibit-15.

6.4 GUIDELINES:

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A) GUIDELINES FOR SUBMISSION OF PROPOSAL BY A SOLE PROPRIETORSHIP CONCERN:

If the Bid is submitted by a sole proprietorship concern, it shall be signed by the proprietor himself above his full name and the name of his concern with its current address. **(Exhibit-13)**

B) GUIDELINES FOR SUBMISSION OF PROPOSAL BY A REGISTERED PARTNERSHIP FIRM:

If the Bid is submitted by a registered partnership firm, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the Bid/proposal, in which case a certified copy of the Power of Attorney shall accompany the Bid/proposal. A certified copy of partnership deed, certificate of its registration with the Registrar of Firms, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the Bid/proposal.

C) SUBMISSION OF PROPOSAL BY A COMPANY

If the proposal is submitted by Company the same should also contain copy of Memorandum of Association (MoA) and Article of Association (AoA) by the company participating in the tender enquiry along with a resolution of the Board for participation in the tender. The certified copy of Board Resolution in favour of the authorized signatory duly authorized to submit bid on behalf of the company be also enclosed.

7 The Bidder shall be liable to submit its financial bid in following manner

7.1 FIXED STORAGE CHARGES:

The Bidder is required to quote Fixed Storage Charges in following manner in Price Bid (Exhibit-15);

Fixed storage Charges (per month)

Rs. 30,00,000/- (example)

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The Reserve Price for Fixed Storage charges (per Month) is Rs. 25,00,000/- per month. Any amount quoted below the fixed Storage charges shall make the tender unresponsive and such offers shall be summarily rejected. The bidder is expected to quote higher charges than this amount.

7.2 Escalation of the Fixed Storage Charges: The Fixed Storage Charges to be quoted by the Bidder shall be subject to the escalation of 7% (Seven percent) per annum on compoundable basis. First escalation shall be effective after Twelve (12) months from the date of commencement of operation at the facility.

8. The number(s) and make of the equipment and the deployment of manpower shall be at the sole discretion of User. But, it shall be obligatory on the part of User that adequate equipment in good working condition and well trained manpower including Security Personnel are deployed at RWC at all times during the period of agreement for smooth and efficient management of the commercial operations of the facility. Notwithstanding this, the User shall act under the overall guidance and control of CRWC.

9. Failure to adhere to the payment schedule will be termed as breach of the Agreement. In such event, CRWC shall have right to terminate the agreement and/or blacklisting or suspension of the Bidder from participating in all future tender enquires with CRWC based on the merit of each case up to a period of 02 (Two) years without prejudice to any other right and remedy available to CRWC under the agreement and law. The decision of Managing Director shall be final and binding on the Bidder.

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**VOLUME-II
FACILITY INFORMATION**

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INFORMATION ABOUT FACILITY

Location of Facility: RWC KANDLA at, (GUJRAT – 370210)

FACILITY INFORMATION

Sl. No.	Description	Area in Sq.mt.
1.	Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at RWC KANDLA, GUJARAT – 370210.	Covered space : 18021 Sq. Mtrs. And Open Storage area of 3800 Sq. Mtrs. (Total 56021 Sq. Mtrs.)

Note-

- i. The circulating area /road shall be available for use to the bidder on non-exclusive basis. The open storage area of 38000 Sq. Mtr. is included in the Facility being offered for usage.
- ii. The facility is not being offered on license or lease but only available for use for Storage and handling of cargo as per the User agreement at EXHIBIT-8.

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**EXHIBIT-1
FORMAT OF THE COVERING LETTER**

(The covering letter is to be submitted by the Bidder, along with the Proposal for Pre-qualification)

Date:

Place:

The Sr. Manager-Commercial
Central Railside Warehouse Company Limited,
Ground Floor Supreme Court Metro Station Building
New Delhi-110001.
Phone: 91-11-23480165
E-Mail: sudhir.nair@crwc.in

Dear Sir,

Sub: Tender for selection of User for utilizing the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at its Railside Warehouse Complex (RWC) at Kandla, (Gujrat-370210).

Please find enclosed one copy of our Proposal in respect of the Selection of User for utilizing the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at its Railside Warehouse Complex (RWC) at Kandla, (Gujrat-370210) , in response to the Request for proposal ("RFP") document downloaded by us on _____

We hereby confirm the following:

1. The proposal is being submitted by us strictly in accordance with the conditions stipulated in the RFP. The proposal is a firm, unconditional and irrevocable offer, and shall remain valid and open for a period of not less than 90 (ninety) days from the last date of submission of the proposal as laid down in this RFP document.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP document issued by CRWC and in any subsequent communication sent by CRWC. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from CRWC.

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3. The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the RFP, and is true and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
4. The Bidder satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.
5. We have fully satisfied and convinced as to the design and specification, the suitability and adequacies of the facility to perform our obligations under the agreement. We acknowledge and accept that we have agreed to use the existing facility already developed and constructed by or on behalf of CRWC on “**as is where is**” basis and we have no grievance nor shall raise any issue as to suitability and adequacy of the facility at RWC, premises at any time.
6. We as the Bidder, designate Mr./Ms._____ (mention name, designation, contact address, phone no. fax no. etc.), as our representative who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into commitments etc. on behalf of the Bidder in respect of the Project.

For and on behalf of:

Signature/(s) :

Name of the Person/(s):

(Authorized Signatory/Signatories)

Designation/(s):

**EXHIBIT-2
UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF TENDER**

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The Sr. Manager-Commercial
Central Railside Warehouse Company Limited,
Ground Floor Supreme Court Metro Station Building
New Delhi-110 001.
Phone: 91-11-23480165
E-Mail: sudhir.nair@crwc.in

Dear Sir,

Ref: Acceptance of the all the terms & condition in total as mentioned in the RFP

Having examined the RFP issued by Central Railside Warehouse Company Ltd (CRWC), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to use the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) of CRWC at RWC Kandla.

We attach hereto the response as required by the RFP, which constitutes our proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to CENTRAL RAILSIDE WAREHOUSE COMPANY LTD are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the company in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document.

We hereby declare that in case the agreement is awarded to us, we shall submit the Security Deposit as prescribed in the RFP.

We agree that Central Railside Warehouse Company Ltd is not bound to accept any tender response that they may receive. We also agree that the Central Railside Warehouse Company Ltd reserves the right in absolute sense to reject all or any of the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between CENTRAL RAILSIDE WAREHOUSE COMPANY LTD and our organization.

	Primary Contact	Secondary Contact
Name:		

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Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

We understand that it will be the responsibility of our organization to keep CENTRAL RAILSIDE WAREHOUSE COMPANY LTD informed of any changes in this list of authorized persons and we fully understand that CENTRAL RAILSIDE WAREHOUSE COMPANY LTD shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to CENTRAL WAREHOUSING CORPORATION.

Dated this _____ Day of _____ 2020

(AUTHORISED SIGNATORY)

To be uploaded using Digital Signature of the Authorized Signatory

Note: Authorized signatory should be an employee and should have been authorized vide a board resolution/ power of attorney (as the case may be), authorizing him/her to sign/execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP.

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**EXHIBIT-3
DESCRIPTION OF THE BIDDER**

A.	Name of the Bidder	
B.	Sole proprietorship/ Registered Partnership Firm/ Company	[Please specify the category]
C.	Composition of the Registered Partnership Firm and Name, Addresses of all Partners	
D.	PAN No. of the Bidder	
E.	GST Registration No. of the Bidder	

EXHIBIT- 4

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CONSIDERATION FOR STEP-1 EVALUATION

FOR BIDDER/ BIDDING COMPANY:

- For evaluation under the **Operational Capability**, the experience and track record of the Bidder as per Clause 6.2(a) of the RFP shall be considered.
- For evaluation under the **Financial Capability** criteria, the strength of the Bidder as per Clause 6.2(b) (d) of the RFP shall be considered.

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EXHIBIT- 5
INFORMATION FOR PRE-QUALIFICATION: FINANCIAL CAPABILITY
AS PER ELIGIBILITY CRITERIA

The Bidder should attach the Audited Annual Reports for the last Three (03) financial years.

In case Balance Sheet and statement of Profit & Loss A/c for the immediately preceding financial year have not been prepared/audited, the audited accounts for the year previous to the preceding three financial years can be uploaded.

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EXHIBIT- 6
INFORMATION FOR PRE-QUALIFICATION:
OPERATIONAL CAPABILITY

Bidders should note that:

1. Information of the Bidder is required to be furnished as per the attached Format 1.
2. The Bidder is also required to provide supporting documentary evidence(s) from concerned agencies in respect of the information contained in Format 1.

Note: above information should be provided as applicable. The information provided should however be sufficient to meet the eligibility criteria as set forth in para-6.2 of bid document for the Bidder to be declared as eligible.

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**INFORMATION FOR PRE-QUALIFICATION
OPERATIONAL CAPABILITY - FORMAT 1**

PROFORMA FOR INFORMATION OF WORK EXPERIENCE CERTIFICATE TO BE
FURNISHED BY THE TENDERER from each concerned parties.

“ This is to certify that M/s _____ have worked as our Logistics (i.e either or in combination of Handling, transportation and Warehousing) partner in the field of fertilizers , foodgrains, cement, sugar, Coarse grains or any other commodity and their performance was found satisfactory. The details of Logistics work carried by them are as under:-

Sl. No	Name of Client/Us er served	Nature of the work/contract executed	<u>Contract Start date</u>	<u>Contract completed / Running</u>	Commodity	Volume of work in MT	Total value of work/ contract executed (Rs. In lakh)	Remarks
1								
2								
3								
Grand Total (value in Rs. Lakh of works/contracts executed):								

Date:

Signature:

Name & Designation of signing authority

Seal of the Company/ Organization:

Note: Certificate issued from private Organization shall be supported by TDS certificate.

**EXHIBIT- 7
BUSINESS PROPOSAL**

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1.	Payment Mode One of the key obligations of the User in the User Agreement is <u>the timely payment to CRWC</u> to meet the fixed storage charges i.e on or before of 7th of each month . CRWC has proposed a mechanism for payment mode as described in Article 9 of Exhibit- 8 . The Bidders shall have to indicate their acceptability to these terms.
2.	Statutory Obligations The RWC operations are bound by the terms and conditions imposed on CRWC by various bodies like the Railway Authorities, and applicable regulations of other agencies like Pollution control Board/NGT etc. On operations in RWC etc. The Bidders are also required to ensure conformance and well acquaintances with: a) The respective rules and regulations of the bodies mentioned above including the rules and regulations of the CRWC b) The operational requirements of the concerned Railway goods Shed and CRWC's obligations in this regard. c) Other statutory obligations and provisions which govern or in any manner affect the business operations at the facility more particularly "Handling of Cargo as per Railway Authorities" , labour laws, tax laws, and environment rules and regulations.
3.	Maintenance and Repairs Facility is offered on "as is where is" basis only and any repairs which are necessary will be carried out by the User . Proper and periodic maintenance and repairs of the entire Facility is one of the key obligations of the User. The Bidder is required to undertake periodic maintenance and repairs. Any improvement or renovation required for the facility (RWC) shall be done by the User at his own cost with the permission/approval of CRWC. The minimum essential repair schedule is given below: A) Drainage Clearance: Once in a year before the onset of monsoon, and as

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	<p>and when required;</p> <p>B) Boundary Wall: Clearing of creepers/wild vegetation on and around as and when required;</p> <p>C) White Wash/Color Wash of facility/painting of gates, boards, shutters, stack lines in alternate years.</p> <p>D) CRWC boards shall be installed, painted & maintained as per schedule at (C) above or whenever updation to display information is required.</p> <p>E) Roof and Floor: As and when required.</p> <p>F) Any damage to CRWC Property: to be restored immediately.</p>
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4.	<p>Conflict of Interest</p> <p>The existing business operations of the Bidder should not be in conflict with the requirement of CRWC to ensure maximum utilization of the Facility and maximum commercial benefits. It is also made clear that the facility cannot be used for any purpose/s which is/are conflicting with the interest/s of the Company.</p> <p>In such an event the Bidder is required to indicate his plans to ensure that the interest of CRWC is not compromised by the Bidder's business operations in the Facility, Bidders other business interests and on failure of the Bidder in this regard the matter will be resolved through mutual discussion and thereafter Arbitration if so needed.</p>
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**EXHIBIT- 8
USER AGREEMENT**

AGREEMENT FOR UTILISING WAREHOUSING FACILITY

Central Rails Warehouse Company Ltd (CRWC) is incorporated under the Companies Act 1956 with the objective to provide multimodal logistics to the trade and support Indian economy in reducing logistic cost.

THIS AGREEMENT for utilizing the CRWC's warehouse facility (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at RWC-Kandla, Gujrat is made on this day ofbetween Central Rails Warehouse Company Ltd, having its Corporate Office at Ground Floor, Supreme Court Metro Station Building, New Delhi-110001 (Hereinafter called CRWC of the First Party which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its, heirs, executors, successor or successors in interest and assigns)

AND

M/s Represented byits authorized signatory..... (.....) (Hereinafter referred to as "the Second Party" which expression shall unless repugnant to the subject to context thereof be deemed to include its successor or successors in interest, legal heirs and representatives).

And whereas

- a) CRWC invited online TENDER/ proposals from the interested parties for utilizing its warehousing facility at RWC, Kandla on the terms & conditions contained in the TENDER/ proposal.
- b) In response to the above invitation of CRWC, M/s..... (Name and address of the party) has submitted their proposal for RWC Kandla.
- c) The proposal of M/s (Name of the party) has been accepted by CRWC vide **letter no. dtd.....**and as per terms and conditions of TENDER document/ Proposal, the party is required to sign the agreement with CRWC on the terms & conditions contained in the TENDER document/ proposal and those contained herein, a draft of agreement having been circulated along with the tender/ proposal.

Now, Therefore, in consideration of the premise and mutual covenants hereafter contained, the parties hereby agree and this agreement witnessed as follows: -

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DEFINITIONS:

In this Agreement, the following words and expressions shall, unless contrary or repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

i. **Bidder:**

Bidder shall mean and include a Sole proprietorship concern, Registered Partnership firm, a Company incorporated under the Companies Act that has submitted a Proposal in response to this Request for Proposal Document.

ii. **Company:**

The term 'COMPANY' or 'CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED' or 'CRWC' wherever occurs, shall mean the CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED' established under the Companies Act of 1956 and shall include its administrators, successors and assigns.

iii. **Facility:**

The expression 'Facility' means the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) developed, constructed, owned and possessed by Central Railside Warehouse Company Limited at Kandla, (GUJRAT- 370210) as described in Volume-II.

iv. **Managing Director:**

'Managing Director' shall mean the Managing Director of Central Railside Warehouse Company Limited.

v. **Sr. Manager:**

Sr. Manager-Commercial shall mean the Senior Manager-Commercial of Central Railside Warehouse Company Limited.

vi. **Terminal Manager:**

'Terminal Manager' shall mean the Terminal Manager, RWC - Kandla, (GUJRAT-370210) Central Railside Warehouse Company Limited having administrative control over the facility.

vii. **User:**

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The selected Bidder with whom CRWC will finalize the User Agreement shall be the User.

viii. Proposal:

The proposal submitted by the prospective Bidders in response to this Request for proposal issued by CRWC.

ix. Request for Proposal:

This document, being issued to the prospective Bidders, asking for their proposal.

xi. Financial Year means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.

xii. Agreement means this agreement including schedules hereto and any amendments thereto made in accordance with the provisions contained in this agreement and shall also include the NIT and tender terms and conditions.

xiii. Applicable Laws means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administrative order having the force of Law of any of the foregoing, by any Government Agency having jurisdiction over the matter in question, including Handling & Storage of Cargo in RWC as amended from time to time.

xiv. Applicable Permits means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws by the Party and CRWC for the RWC during the subsistence of this Agreement.

xv. Date of commencement of operations shall mean from the date of issuance of Award letter.

xvi. Government Agency means the Government of India, any State Government or any Government Department, Commission, Board, Body, Bureau, Agency, Authority, Instrumentality, Court or other judicial or administrative body, Central, State, or local body, having jurisdiction over the party, the Premise, the Project or any portion thereof.

xvii. Parties means the parties to this Agreement and Party shall mean any of the parties to this Agreement individually.

xviii. RWC: RWC is to function as part of railway goods-shed. The term RWC would mean and include Railsiding warehousing Complex developed by CRWC alongside the railway track at RWC Kandla and any other area which may be added later to the said Complex shall also be part of the RWC.

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Premise/ area to be provided:-

1. The Second Party will utilize the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) capacity.

However, second Party shall be provided reasonable office space by the CRWC in its office block to undertake/ manage their warehousing operations in the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at RWC premises on its demand of on mutually agreed rentals.

2. **The second party shall take over the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) of the RWC on “as is where is basis”** from the date of award of contract . He will have to do the necessary repairs/replacement of the roof/wall cladding/doors etc . He will ensure up keep, maintenance and cleanliness of the godowns, office premises and common circulating area (available on non-exclusive basis) to the satisfaction of Terminal Manager of CRWC.
3. The CRWC will provide in the office premises only fixtures but the furniture, office equipments, Air conditioners etc. are to be arranged by the Second party at its own cost.

4. **Term:-**

- i. Subject to the terms & conditions and covenants as hereinafter contained provided that this agreement shall initially be for a period of Three (03) years commencing from the date of award of contract extendable by for One more Year at same terms and conditions.

- ii. **Escalation Clause:** The Fixed storage charges shall be subject to annual escalation @ 7% of the quoted amount on compoundable basis. First escalation shall be effective after completion of one year from the date of award of contract. Similarly, second and third escalation will be effective after completion of each Year on compoundable basis.

5. **Security Deposit:-**

The Second Party shall deposit Three months of the Fixed Storage charges as quoted by them as interest free security deposit with CRWC which shall be refundable to the Second Party at the time of vacation of facility and handing over peaceful possession thereof to CRWC after fulfilling all its liabilities and obtaining “No objection certificate” from the Terminal Manager. Minimum liability period shall be for a period of one (01) year from the date of completion of contract only after which the process of refund of Security Deposit would start.

The Second party shall furnish, within a fortnight from the date of award of work by CRWC, Security Deposit equivalent to the Three months of the Fixed Storage charges as

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quoted by them failing which the agreement 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. Besides this, CRWC may suspend/ban the trade relations with him/them or debar to participate in all future Tender enquiries with CRWC based on the merit of each case up to a period of Two (2) years without prejudice to any other rights and remedies of the CRWC under the contract and law. The decision of the Managing Director in this matter shall be final and binding to the Bidder. The CRWC may at its discretion, however, on a specific request by the successful Bidder, extend the time to the Bidder to furnish the Security Deposit and execute the Agreement, which in any case shall not exceed more than 30 days in all, including the original 15 days period. In special circumstances, however, this time may further be extended at the sole discretion of CRWC and which shall not be a matter of right to the bidder.

ii. The Security Deposit shall be in favour of Central Railside Warehouse Company Ltd., New Delhi in the form of Demand Draft (issued by any scheduled/ nationalized bank and payable at New Delhi)/RTGS/NEFT/Bank Guarantee (as per EXHIBIT-9). The bank guarantee shall be valid for the agreement period including extension period of 01 Year with claim period of six months. The value of security deposit shall be increased annually in line with the increase of the Fixed charges .

iii. It is also made clear that no interest is payable on the amount of Security Deposit and any other amount withheld or lying with CRWC in any form under the contract.

iv. If the successful Bidder had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this contract and a fresh Security Deposit will be required to be furnished.

v. The CRWC may at its discretion increase the amount of Security Deposit up to 25 % at any time during the currency of the contract. The decision of the CRWC, New Delhi shall be final and binding on the Second party and shall not be called into question in this regard.

vi. In the event of Security Deposit found insufficient or if the same has been wholly forfeited, the balance of total sum recoverable, as the case may be, shall be deducted from any sums due or which at any time thereafter may become due to the Second party under this contract or any other contract in operation with CRWC. Should that sum also be not sufficient over the full amount recoverable, the Second party shall remit to the CRWC on demand the remaining balance due.

vii. Whenever, the Security Deposit falls short of any specific amount, the Second party shall make good the deficit so that the total amount of Security Deposit shall not at any time be less than the specified amount.

viii. In case of any breach of any of the terms of this Agreement/contract, the Bank Guarantee shall be forfeited by CRWC

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6. Insurance:-

The Second party while utilizing the facility shall make their own arrangements for comprehensive insurance of stocks stored in the Licensed premises, covering thereby stocks against all insurable risks such as theft, burglary, pilferage, flood, cyclone, fire, civil commotion, public liability, workmen compensation etc. renewing the policies from time to time and keeping the policies in force. CRWC shall not be responsible to make good any losses/ damages to goods and the Second party shall indemnify CRWC for all the costs which may be incurred by CRWC for loss minimization with respect to insurance claim or any consequential loss to CRWC, if any, on this account.

Proof of the Insurance Policy so obtained by the Second party shall be submitted to CRWC invariably.

7. The building insurance of the godowns of RWC premise to be utilized by party for warehousing operations of cargo shall be the responsibility of of CRWC. But in case of any malafide action on the part of the second party or his employees or any other person on his behalf as a result of which the claim of CRWC is rejected, Second Party shall compensate the loss to CRWC. CRWC shall however not be liable for l any loss/damage to stocks due to loss/damage to building due to any reasons.

8. Sub-Letting :-

It is expressly agreed by and between the parties hereto that the agreement shall be deemed to be personal to the second party and shall be used for the intended purposes as stated in RFP document and the second party shall not in any manner assign, transfer or sub-let the facility.

9. Payments :-

In consideration of CRWC allowing the Bidder to act as User with CRWC and to use facility for commercial purposes as detailed herein above, CRWC shall be entitled to following amounts:

- a. Monthly Fixed Storage Charges for utilizing the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at its Railside Warehouse Complex (RWC) at Kandla, (Gujrat-370210) from the date of award of contract..

- a.1. It is agreed that bills will be submitted to the Second party by the Terminal Manager, CRWC, on or before 3rd day of every month. The payment for monthly

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Fixed Storage charges will be made by the second party to the CRWC in advance on the 5th day of every month. In case the payment is delayed/ not made by the 10th day of the month, interest @ 12% per annum will be charged and will be payable by the Second party.

- b. The Second party shall be liable to indemnify CRWC against any tax demand or other statutory liabilities etc., interest and/or penalty thereon arising due to negligence/fault of the Second party or otherwise payable by CRWC arising out of or concerning the storage/handling activities carried out by the second party at the facility.
- c. The second party shall ensure to pay consideration in full to CRWC irrespective of whether the said premises remains totally or partly/ partially unutilized during the period of agreement.
- d. The consideration shall be paid by the second party without any deduction whatsoever save and except the deduction of tax at source as required by the provisions of the Income Tax, Act 1961 and the rules made there under. The second party shall furnish certificates for the Tax deducted at source within the time limited permitted under the Income Tax Act, and the rules made there under.
- e. Failure to adhere to the payment schedule will be termed as breach of the agreement. In such events, the agreement shall be terminated and second party shall be blacklisted or suspended/ banned from participating in all future contacts with CRWC based on the merit of each case up to a period of Two years without prejudice to any other rights and remedies available to CRWC under the agreement & law. The decision of Managing Director shall be final and binding on the party.

15. Electricity, Telephone & Water connection and Security:-

- a) The second party shall pay the entire electricity bill and water charges towards its consumption of the entire premises including of entire office block of RWC Kandla during the entire period of operation of the User agreement.
- b) CRWC is not responsible for arranging water, telephone and additional provision of electricity connections and the same shall be arranged by the second party.
- c) All electrical goods repairs and replacement will be the responsibility of the Second party.

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- d) The user will arrange sufficient security for the Facility at its own cost. However, the overall control of the premises shall be within the administrative control of the Terminal Manager of CRWC. The necessary records required to be maintained for operation of RWC shall be maintained by the Terminal Manager and for this purpose, a clerical level person shall be provided to him by the user at his own cost.

16. Other Important Terms & Condition of the Agreement :-

- i. Since the second party has been allowed for storage/handling of stocks by their own labourers, as such they would be responsible for all demurrage charges and also for filing through CRWC for waiver/ refund of claim with railways if required. However, CRWC would always provide all assistance in filing/ pursuing the refund/ waiver of claims, if deemed necessary, as owner of the facility. Railway co-ordination correspondence will be done by Terminal Manager, without consigning any liability on this account.
- ii. Handling and transportation of goods incidental to warehousing operation at the RWC shall be arranged by the second party at its own costs and risks and there shall be no liability whatsoever on the part of the CRWC in this regard.
- iii. Second party will ensure compliance to Railway Rules/ obligations with regard to activities carried out by them.
- iv. The second party shall handle only rail borne traffic at the RWC as per operational requirement on the lines of the requirement of Indian Railways Goods-shed operation.
- v. The second party shall not act in any way which will conflict with the requirement of CRWC in its maximum utilization of the facility. The second party shall also ensure that the facility shall not be used for any purpose/ (s) which is / are conflicting with the interest of Indian Railways/ CRWC.
- vi. The second party shall ensure that at least 70% of the warehousing capacity shall be kept earmarked for rail borne traffic.
- vii. The second party will ensure to carry on their transactions in the said facility under the overall discipline of CRWC and shall also abide by various laws of the land. The Second Party will also assume the responsibility for any damages to the property due to their negligence while the same remains under their use and shall exercise utmost care and abundant precautions so that no damage is caused to the property/ belongings of the RWC. They shall bear repairs or replacement charges for any damage done by its Agents/ Transporter. Any improvement or renovation required for the facility (RWC) shall be done by the User at his own cost with the permission /approval of CRWC.

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- viii. The Second party shall undertake general upkeep, repairs and maintenance work for the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) and overall RWC premises as mentioned in the Terms & Conditions of the Tender for carrying out smooth operations.
- ix. The second party shall ensure the use of Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) for handling/ warehousing of cargo for transit purpose rather than general storage for longer term by giving preference to rail borne traffic in the area.
- x. Second Party shall have non-exclusive access to adequate adjoining road area of common utility (on non-exclusive basis) along with Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) for facilitating vehicular traffic for to & fro movement of cargo in the said premises. CRWC shall have absolute right to earmark such area keeping the operational convenience in view.
- xi. The second party shall not induct/ permit any third party, in the said facility or any part thereof or to make use of the same in any manner. Any violation of this clause would be considered as breach of the agreement and the agreement is liable to be terminated forthwith without assigning any reason or notice to the second party without prejudice to the other remedies available to the CRWC.
- xii. The second party is required to take all the clearance permission etc. for storing the goods from the concerned local authorities, if needed, and shall be responsible for all statutory obligations arising out of their activities in the RWC facility during their transaction/ working. If any liability on account of violation/non- compliance occurs, the same will be to the account of the Second Party and CRWC will not be responsible for the same including the expenses for defending/initiation of any legal suit/proceedings etc.
- xiii. Second Party shall invariably furnish the requisite information related to the handling of cargo/ wagons or any relevant operational aspect etc to the Terminal Manager of CRWC as and when desired so by him.
- xiv. **Deployment of security:-**
- (a) The second party is allowed to operate the godown for warehousing use and to maintain their own stock accounting and control. The Second party is also permitted to deploy their own security personnel for their stocks and Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) allotted subject to over all discipline and control of the Terminal Manager of RWC. However, CRWC will not be responsible for any inventory management and quantity/ quality including shortage etc of the stock stored for whatsoever be the reasons.

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(b) The second party shall control entire storage/handling operations in the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) including inventory management, issue of gate pass, acknowledgement of stocks etc. However, exit/ entry of vehicular traffic at gate operation shall be under supervisory control of CRWC.

(c) CRWC can make general security arrangement for the complex if deemed necessary.

xv. CRWC agrees to allow Second party to carry out their transactions for 24 hours per day, 07 days per week and 365 days per year.

xvi. **Liability for labour and/ or personnel engaged and compliance of the laws :-**

The second party shall be responsible for compliance of the various Government Acts, as applicable from time to time and the rules made there under, including labour related legislations like Provident Fund, Employees state Insurance Benefits, Workmen Compensation Act as well as commercial laws such as shops and Establishment Act and the GST Acts , Environment Protection Act etc. while utilizing warehousing facility and engaging the manpower for furthering the said operation by them in any manner. The second party further agrees that it shall indemnify from and against any claims, demands, costs, charges, expenses and losses whatsoever that may arise on account of any contravention or breach by the second party of the above.

xvii. CRWC shall not be liable in any way to the second party, its officers, servants, agents and bonafide visitors or customers using the said premises for any personal injury, damage, loss or inconvenience howsoever or whatsoever caused to them or to any of their properties in the course of uses of the said facility and liability for the same shall lie with the user.

xvii. **Handing over the facility:-**

On termination of this agreement by the expiry of its period or on sooner termination or determination thereof as provided hereinabove, the second party shall be entitled to remove its goods, fittings, fixtures etc at their own cost and peacefully hand over the peaceful possession of the facility to CRWC after restoring it in the same condition in which it existed at the time of commencement of the agreement. Any deficiency has to be made good by the second party.

xviii. **Tax Liability:-**

The second party shall have to bear all applicable taxes such as GST and any other tax levied by Central/State/Local bodies on the activities including transactions/ warehousing operations etc including Stamp Duty, if any, imposed on execution on this agreement except arising out of the ownership of the premises from time to time. The MOU and agreement signed by CRWC with railways restricts the use of facility to the successful Bidder for specific purposes as stated in

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tender terms and conditions and for uses which are supportive for operations of CRWC under the overall control of CRWC. The Second party shall also have to bear the GST, tax/duty etc. imposed in the aforesaid transaction on account of enactment of new Act or any amendments made in the existing Acts.

xix. Any other tax/ levy imposed by the local bodies on account of cargo deposited, the same will be payable by the Second party.

xx. **Exit Clause:-**

The arrangement can be terminated by either party by giving 03 months advance notice or charges in lieu thereof. **But this option however shall not be exercised by either party before expiry of two years after taking over the facility by the second party.** However, in case any breach of provisions/ conditions of this agreement by the Second party, CRWC can immediately terminate this arrangement, without resorting to 03 months notice, by giving 15 days notice to the second party in writing. If the second party fails and/ or neglects to observe or comply with any of the covenants on its part herein contained for any reason whatsoever provided the breach is not remedied within 15 days of receiving intimation of the same from the CRWC.

xxi. Notwithstanding anything contained in this agreement, it is hereby agreed and declared that if the second party passes a resolution for voluntary winding up or if it is unable to pay its debt, or if compromises with the creditors or if a receiver is appointed of its property or if a petition is filed under the Companies Act, 1956 for winding up of the second party or if the second party does anything which renders it liable to be wound up or if the second party voluntarily or involuntarily becomes the subject of proceedings under any Bankruptcy or insolvency laws or on the second party being amalgamated or taken over by any other Company, firm or business entity or if the second party takes any action for its reorganization, liquidation or dissolution, then in any of such events this Agreement shall **ipso facto** stands terminated and thereupon the second party or persons or authority in whom the estate of the second party is vested shall forthwith hand over charge of the said premises to the CRWC, failing which, the CRWC shall be entitled to prevent the second party from entering upon the said premises or any part thereof and to dispose of or deal with the goods, if any, lying or being at the said premises.

xxii. **Force Majeure:-**

Performance by either party of its obligations under this Agreement shall be subject to Force Majeure condition which is an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by

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the legal term “act of God” (e.g., flooding, earthquake, volcano or derailment of trains, withdrawal of permission by Railways to operate RWC), prevents one or both parties from fulfilling their obligations under the contract.

It is expressly agreed by and between the parties hereto that the second party shall not claim any loss or damage caused to the interior of the said premises or any of its equipment, furniture, fixtures and articles in the said premises by reason of natural calamity, riot, war or circumstances beyond the control of the CRWC.

xxiii. **Arbitration Clause :-**

All disputes and differences arising out of or in any way touching upon or concerning this agreement whatsoever shall be referred to the sole Arbitration of any person appointed by the Managing Director, Central Railside Warehouse Company limited, New Delhi. The award of such arbitrator shall be final and binding on the parties to this agreement. It is a term of this agreement that in the event of such arbitrator to whom the matter is originally referred/being transferred or vacating his office or being unable to act for any reason, the Central Railside Warehouse Company Ltd. at that time shall appoint any other person to act as Arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessors. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Railside Warehouse Company Ltd New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all. The Arbitrator shall give a reason of his award.

Provided further that any demand for arbitration in respect of any claim (s) of the party or of the Company under the contract shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied with, the claim (s) of the party shall be deemed to have been waived and absolutely barred and the CRWC shall be discharged and released of the liabilities under the contract.

The venue of Arbitration shall be at such place as may be fixed by the Arbitrator at his sole discretion.

The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator calls upon the parties to file their claim and defense statement.

The work under the contract shall, if reasonably possibly, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The cost of arbitration shall be borne by parties as per the decision of the Arbitrator.

The arbitrator shall give separate award in respect of each dispute of difference referred to him.

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Subject as aforesaid, the Arbitration & Conciliation Act, 1996 shall apply to the arbitration proceedings under this clause.

In witness whereof the parties hereto have set their hand the day and year first written above.

ON BEHALF OF CRWC

ON BEHALF OF SECOND PARTY/ PARTY

Sr. MANAGER-Comm.

AUTHORIZED SIGNATORY

Witness:

1.

2.

Witness:

1.

2.

**EXHIBIT – 9
FORMAT OF BANK GUARANTEE
(ref. Article 6.2)**

FORMAT OF BANK GUARANTEE BOND In consideration of the Central Railsid 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 _____ & _____ for _____ hereinafter called the said agreement of utilizing the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) of CRWC at RWC-Kandla, Gujrat for the due fulfillment 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

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to pay the Company an amount of not exceeding Rs._____ (Rs _____) against any shortages or loss 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 not withstanding 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 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 for 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).

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6. This Bank Guarantee will remain operative not only for the entire period of the contract but also for a minimum period of one year even 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.

7. 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)

Signature

Name: _____

Stamp of the bank

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**EXHIBIT-10
PRE-CONTRACT INTEGRITY PACT**

General

This pre-bid/pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between Central Railside Warehouse Company Limited(A Govt. of India Enterprise), Ground Floor Pagati Maidan Metro Station Building, New Delhi, acting through Terminal Manager, Central Railside Warehouse Company Limited (A Govt. of India Enterprise) (hereinafter called the "COMPANY" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (Name of the contractor) (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the COMPANY proposes to appoint User (Second party) for the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at RWC, _____ and the Second party/User is willing to execute the items of work /Section as per schedule of work, the work order issued and the General conditions of the contract of CRWC.

WHEREAS the Second Party is a private company/public company/Government undertaking/partnership firm [strike whichever in not applicable] constituted in accordance with the laws in the matter and the Company is a Govt. Of India Enterprise performing its functions on behalf of the Ministry of Consumer Affairs, Food and Public Distribution, New Delhi, Govt. of India.

NOW, THEREFORE,

In order to avoid all forms of corruption, and to follow 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 COMPANY 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 the Second party 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 COMPANY 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 Company

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- 1.1 The Company undertakes that no official of the COMPANY, 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 Second party, 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 COMPANY will, during the pre-contractor stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3 All the officials of the COMPANY 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 Second party to the COMPANY with full and verifiable facts and the same is prima facie found to be correct by the COMPANY, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the COMPANY 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 COMPANY the proceedings under the contract would not be stalled.
3. **Commitments of Bidders**

The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage and ensure full transparency in order to secure the contract or in respect of any act done in furtherance thereof including but not limited to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of CRWC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the COMPANY or otherwise in procuring the Contract or forbearing to do or having done

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any act in relation to the obtaining or execution of the contract or any other contract with the COMPANY for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the COMPANY.

- 3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the COMPANY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the COMPANY as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the COMPANY, or alternatively, if any relative of an officer of the COMPANY has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the COMPANY

4. **PREVIOUS TRANSGRESSION**

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- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes any incorrect statement, misrepresentation or conceals any material information, it is liable to be disqualified from the tender process or if the contract, is already awarded, same can be terminated at the discretion of CRWC

5. **SANCTIONS FOR VIOLATIONS**

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the COMPANY and the COMPANY shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the COMPANY, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the COMPANY in connection with any other contract for any other stores/work such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the COMPANY, along with interest.

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- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the COMPANY resulting from such cancellation/rescission and the COMPANY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the COMPANY for a minimum period of Two years, which may be further extended at the discretion of the COMPANY.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the COMPANY with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the Company to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The COMPANY will be entitled to take all or any of the actions mentioned at para5 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the COMPANY to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

6 INDEPENDENT MONITOR

- 6.1 The COMPANY may appoint Independent Monitors (hereinafter referred to as Monitors)
- 6.2 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.
- 6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the Parties accept that the monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

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- 6.5 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 Company.
- 6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Company including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 6.7 The Company 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.
- 6.8 The Monitor will submit a written report to the designated Authority of Company within 8 to 10 weeks from the date of reference or intimation to him by the Company / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7 **FACILITATION OF INVESTIGATION**

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

8 **LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the registered office of company i.e. New Delhi.

9 **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 against responsible Bidder.

10 **VALIDITY**

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extended upto 5 years or the complete execution of the contract to the satisfaction of both the Company and the BIDDER whichever is later.

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10.2 Notwithstanding any part(s) of this Pact is held invalid or declared illegal by the Courts of competent jurisdiction, the remaining parts of the Pact shall remain valid and enforceable in full force in the same manner as if the invalid part never existed in the Pact.

11 The parties hereby sign this Integrity Pact at _____ on _____

COMPANY

BIDDER

Name of the Officer / Internal Monitor

Designation

Witness

Witness

1. _____

1. _____

2. _____

2. _____

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**EXHIBIT-11
TERMS FOR MICRO & SMALL ENTERPRISES**

- (a) Tender document shall be provided free of cost to Micro & Small enterprises (MSEs) subject to the Bidder submitting a valid MSE's registration certificate.
- (b) MSEs registered with the agencies for the item/s tendered 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 enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
- (i) District Industries Centers
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board.
 - (v) National Small Industries Company
 - (vi) Directorate of Handicraft and Handloom
 - (i) Any other body specified by Ministry of MSME.
 - (ii) w.e.f. 18.09.2015, MSE registered with Udyog Aadhar Memorandum (UAM).
- (d) The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits shall enclose a attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- (e) In case the MSE does not fulfill the criteria at Sr. No(c) & (d) above, such offers will not be eligible for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012 and any other notification issued thereafter.
- (a) In the event, it is found that the H1 Bidder is an entity other than a MSME, the participating MSE whose price bid is found within the range of H1-15% (i.e. less by not more than 15% of the price bid of H1 Bidder), shall also be entitled to match the bid or the revised negotiated bid of the H1 Bidder as the case may be. As per Public procurement policy on MSE, considering that this is a non-divisible Tender, such MSE shall be given preference subject to it matching the price bid or the negotiated rates of the H1 as the case

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may be, considering the spirit of the Policy for enhancing the Government procurement for MSE's.

Provided further that if there are two or more eligible MSE's, whose bid are found less by not more than 15% of price bid of H1 Bidder, the opportunity to match the bid or the revised negotiated bid of the H1 Bidder shall be provided only to the MSE whose bid is found to be higher among all the eligible MSEs, failing which the contract shall be awarded to Highest Bidder at the bid price or the revised negotiated price at the case may be. Nothing in this clause shall affect CRWC right to decide the H1 Bidder or the MSE entitled to match the bid as provided above and its decision shall be final.

EXHIBIT-12

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UNDERTAKING

(FOR DISQUALIFICATION CONDITIONS)

I _____, S/o _____ D/o _____, resident of _____ employed as _____ in the capacity of Director of Company/Owner of the firm/partner of the partnership firm do hereby declare that:

- (i) The proprietor / any of the partners of the firm / any of the Director has/has not been [strike off inapplicable part] convicted by a court of any offence, whether involving moral turpitude or otherwise, and sentenced in respect thereof to imprisonment for a terms of six months or more and a period of five years has elapsed from the date of expiry of the sentence.
- (ii) The proprietor / any of the partners of the firm / any of the Director has not been convicted of any offence and sentenced in respect thereof to imprisonment for a term of seven years or more.
- (iii) That we have not been black listed by any State Government, Central Government or any other Public Sector undertaking or a Company or any other Autonomous Organization of Central or State Government as on the date of submission of the bid.
- (iv) We undertake that the information provided above are true and correct. I also accept that if at any stage it is found that the information provided by us are incorrect or misleading, CRWC shall have right to terminate the agreement and forfeit the EMD/Security Deposit as the case may be.

Date:

(Authorized Signatory)

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EXHIBIT-13

AFFIDAVIT

(For Sole Proprietary 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.....

DEPONENT

Place:

Date:

VERIFICATION

Verified that the contents of my above said affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed there from.

DEPONENT

Place:

Date:

(To be certified by the notary)

EXHIBIT-14: CHECK LIST OF DOCUMENTS TO BE SUBMITTED

No. CRWC-II/ RWC-KANDLA/ User/ 2020-21/

Dated: 01-06-2020

Tender for Selection of User at CRWC Rails Warehouse Complex (RWC) at KANDLA. GUJRAT – 370210

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Name & Address of the Agency		
S. No.	Type of Documents	Submission (Yes/No)
1	Exhibit- 1: Format of the Covering Letter	
2	Exhibit- 2: Unconditional Acceptance of Terms & Conditions of Tender	
3	Exhibit- 3: Description of the Bidder.	
4	Exhibit- 4: Consideration for step-1 Evaluation.	
5	Exhibit- 5: Information for pre-qualification- Financial Capability i.e. Audited annual accounts for the past three Financial years. In case Audited Accounts for the immediate preceding financial years have not been prepared/audited, the audited accounts for the year previous to the preceding three financial year can be uploaded.	
6	Exhibit- 6: Information for pre-qualification- Operational Capability. Handling experience as required under eligibility criteria at Clause-6.2 (a) of RFP as per Format-1 (Exhibit -6).	
7	Exhibit- 7: Business proposal.	
8	Exhibit- 8: User Agreement.	
9	Exhibit- 9: Format of Bank Guarantee.	
10	Exhibit-10: Pre-contract integrity pact duly signed by Authorized Signatory.	
11	Exhibit-11: For tenderer(s) under MSEs under relevant category should enclose the proof of being registered with the appropriate authorities.	
12	Exhibit-12: Undertaking certifying that no criminal cases against the proprietor/directors/owners of the company including firm company/joint venture/sole proprietary firm/partnership firm are pending in the last six months.	
13	Exhibit-13: AFFIDAVIT for sole proprietary firm.	
14	Exhibit- 15: Format for Financial Bid.	
15	Documents relating to annual turnover as required under eligibility criteria at Clause-6.2 (c)	
16	MoA and AoA in case of company/certified copy of partnership deed plus certificate of its registration with the Registrar of the firms plus current address of the firm and the full names & address of all partners of the firm. The Power of Attorney in respect of the authorized signatory.	
	EMD as prescribed in the tender	

**EXHIBIT – 15
FORMAT FOR FINANCIAL BID**

Tender for selection of Users for utilizing the Storage Space (Covered Warehouse of 18021 Sq. Mtr. + Open Storage Area of 38000 Sq. Mtr.) at its Rails Warehouse Complex (RWC) at Kandla, (Gujrat-370210).

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A	Fixed Storage Charges (lump sum) per month as stated in Clause 7.1 of RFP document.	Rs. (In Figure) ----- ----- Rs. (In words) ----- ----- -----
---	---	--

NOTE:

1. The Reserve Price for Fixed Storage charges per month is **Rs.25,00,000/-**. Any amount quoted below the fixed Storage charges shall make the tender unresponsive and such offers shall be summarily rejected and the bidder is expected to quote the amount higher than the reserve price for Fixed Storage Charges.
2. The Fixed Storage charges are exclusive of GST.
3. The Fixed Storage charges as quoted by the Bidder shall be subject to escalation of 7% (Seven percent) per annum on compoundable basis. The first escalation shall be effective after twelve months from the date of award of the contract to the User.
4. If there is any discrepancy in the rates quoted in figure and in words, the higher of two will be considered.

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