



Central Railside Warehouse Company Limited

(A Govt. of India Enterprise)

Ground Floor, Supreme Court Metro Station Building, New Delhi-110001

E-TENDER DOCUMENT

FOR APPOINTMENT OF

SERVICE PROVIDER

FOR

**(I) TRANSPORTATION & RAKE HANDLING (II) PHYTOSANITARY & FUMIGATION (III)
WEIGHTMENT & INSPECTION OF COUNTRY DAMAGE COTTON BALES MEANT
FOR EXPORT BY RAIL**

10 FEBRUARY 2021

Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)
Ground Floor, Supreme Court Metro Station Building, New Delhi-110001

SECTION-I

NOTICE INVITING e-TENDER

The Central Railside Warehouse Company Ltd. (CRWC) invites online Tenders under two bid system from professionally Competent and financially sound interested parties for appointment of **Service Provider for (i) Transportation & Rake handling (ii) Phytosanitary & Fumigation (iii) Weighment & Inspection of country damage cotton bales meant for export by rail.**

Estimated value of contract (Appx.) (in Rs.)	Rs. 1,81,56,000/-
Downloading date & time of Tender document.	From 11:00 hrs. of 10.02.2021 Up to 23:59 hrs. of 18.02.2021
Date & time of online submission of: a) Tender Cost Rs. 2000/- b) Processing Fee of Rs.5900/-	Up to 23:59 hrs. of 18.02.2021
Last date & time of online submission of documents	19.02.2021 up to 15:00 hrs.
Date & Time of Opening of Technical Bid	19.02.2021 at 15:30 hrs.
Security Deposit	Rs. 45,000/-

Note: No definite volume of work to be performed during the currency of the contract can be guaranteed by the Central Railside Warehouse Company Ltd.

Note & other details:-

1. Tender form embodying terms & conditions of the contract and other details can be viewed from the following portals: www.crowc.in, www.cewacor.nic.in, <http://www.tenderdetail.com> and <http://www.eprocure.gov.in>. The Tender can be downloaded from <https://crowc.euniwizarde.com> against payment of Tender cost.
2. The Bidder who wish to participate in the Tender may ensure that they fulfill the eligibility criteria as mentioned in the Tender document.
3. Bidders who wish to participate in the e-Tendering will have to procure valid digital certificate as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Govt, approved certifying agency i.e., Consultancy Services.

4. The digital signature certificate is normally issued within two working days. The interested Bidders are requested to apply for the same well in advance. In case validity of digital signature certificate has expired, the Bidders are advised to get it renewed immediately.
5. Bidders have to register with the website through the “New user registration” link provided on the home page of <https://crwc.euniwizarde.com/>. Bidder will create login ID and password on their own registration process.
6. Bidder shall submit their offer in electronic format only on the website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by CRWC will be out rightly rejected. Bidder will have to submit Tender cost and Processing fee through e-payment mode only on or before the above mentioned scheduled date and time.

The details of e-payment mode are available on <https://crwc.euniwizarde.com/>

7. Bidder must upload scanned copies of referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tampered/altered/manipulated during verification, then he/they himself/themselves would disqualify for future participation in the Tender of CRWC works for the next 05 (Five) years.
8. Bidder shall deposit **Rs.5,900/-** towards processing fee of Tender document and **Rs.2000/-** towards Tender cost through e-payment system. However, MSE's having valid registration certificate are exempted from payment of Tender cost.
9. The Tenders are to be submitted in two parts, part-I containing technical specifications and part-II containing financial offer i.e. technical bid and price bid (Appendix-XI) through e-Tender process only.
10. Bidders who wish to participate in e-Tender need to fill data in pre-defined forms of technical bid, price bid and **Excel format only**.
11. Bidders should upload scanned copies of documents in support of their eligibility of the bid through General Documents provided in the website.
12. In case the cost of Tender form and processing fee is not actually credited in the accounts as specified above and confirmed on or before the date and time as specified in NIT, the Tender shall not be considered further irrespective of the Bidders claim that the same has been transferred to the aforesaid account but due to fault of the bank or otherwise it is not credited. Bidder will be allowed to submit bid only when the cost of Tender form and processing fee is successfully received and the information flows from Bank to e-procurement system. It is advised that the payment of cost of Tender form and processing fee should be made at least 2 days prior to due date and time of submission of Tender to avoid any complications in submitting online bid before the schedule last date and time of submission.
13. Any clarification regarding online participation, bidders can contact:-

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

For local assistance you may call at the following helpline No.

- (a) Mr. Anshuman Thakur, Mobile No.: 9355030616
- (b) Mr. Navneet Mishra, Mobile No.: 9560364871

Tender containing page No. 01 to 49 of this NIT is part of Tender document.

14. After filling data in pre-defined forms, Bidders needs to click on final submission link to submit their encrypted bid.
15. MSEs registered with the prescribed agencies are exempted from payment of cost of Tender subject to provision mentioned in the Clause 16 of Section-II of the tender. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.03.2012 or any other notification issued thereafter.
16. Conditional Tender and the Tender not accompanied by the cost of Tender form and Processing fee shall be summarily rejected.
17. The Tenderer should have experience of Transportation & Rake Handling. The Tenderer should have successfully completed at least one similar nature of work ie Transportation & Rake Handling, stated above, of value of **Rs 63.54 Lakhs** i.e. 35% of the estimated cost of the tender during preceding five years up to 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 experience certificate (in the proforma prescribed Appendix-VII) shall be produced from customers under their signature and stamp stating proof of satisfactory completion/running contract(s) besides duly certifying nature, period of contract and value of work handled .

Remark: All certificate issued by concerned parties should contain at least above requisite information for considering experience as per terms of tender. In case of certificates issued by the private company / party it should be supported by TDS certificate.

18. The Tenderer should have achieved the minimum average turnover of **Rs. 54.46 Lakhs** during the three (03) preceding financial year. The average turnover of preceding three financial year 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.

19. The Tenderer should have authorized license from custom authority or their sister concern or associates must have such custom license and in that case they should be authorized by their such sister concern/associates to utilize their services for processing export documents in respect of cotton bales. In case, the parties are not having custom license of their own , an authorization letter from their sister concern/associates confirming association with the party and undertaking the responsibility for processing document on behalf of the party submitting the bid should be submitted along with the bid.

20. **Phytosanitary and Fumigation:** The Tenderer should have authorized license for **Carrying out Fumigation and approved by Plant Quarantine & Fumigation Station, Dept, of Agriculture, Govt, of India and must be member of Indian Pest Control Association. In such cases, they should be authorized by their sister concern/associates to utilize their services for phytosanitary and fumigation.**

21. It will be the responsibility of the Bidder to ensure that all the documents to fulfill eligibility criteria as per NIT/ Tender conditions and Appendices have been properly uploaded in the <https://crwc.euniwizarde.com/website> well in advance on or before the last date & time for submission of the Tender as stipulated in the NIT. No documents in physical form will be accepted. Any information received without proper documents uploaded in the website to satisfy eligibility criteria shall not be entertained.
22. All the documents uploaded in the website to satisfy eligibility criteria should be serially page numbered in the sequence to the documents sought to fulfill eligibility criteria so that the same can be linked properly.
23. CRWC reserves the right to reject any or all the Tenders without assigning any reason and do not bind itself to accept the lowest or any Tender.

Sr. Manager (Commercial)

Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)
Ground Floor, Supreme Court Metro Station Building, New Delhi-110001

INVITATION TO TENDER AND INSTRUCTIONS TO BIDDERS FOR APPOINTMENT OF SERVICE PROVIDER FOR (I)TRANSPORTATION & RAKE HANDLING (II) PHYTOSANITARY & FUMIGATION (III) WEIGHTMENT & INSPECTION OF COUNTRY DAMAGE COTTON BALES MEANT FOR EXPORT BY RAIL

SECTION-II

INSTRUCTION TO BIDDERS

1. Last date of downloading of Tender form up-to 23:59 hours of 18.02.2021.
2. Last date of furnishing of cost of Tender and processing fee through e-payment system/ mode as specified in the NIT up-to 23:59 hours of 18.02.2021. In case the Cost of Tender form and processing fee is not received up-to 23:59 hours of 18.02.2021 the Tender shall not be considered. **However, MSE's having valid registration certificate are exempted from payment of cost of Tender.**
3. Last date of submission of online Tender up-to 15:00 hours of 19.02.2021.
4. The Technical Bid will be opened at 15:30 hours on 19.02.2021 at CRWC, Corporate Office, New Delhi.
5. The "PRICE BID" of Bidders who qualify in the technical bid only will be opened at a later date and time as intimated individually. The Bidders should ensure that Price Bid is submitted separately and the rates quoted are not accessible during the Technical Bid opening process. In case Price Bid is submitted along with Tech. Bid, **the same will be summarily rejected.**
6. If the date fixed for opening of Tenders is declared a holiday, the Tenders will be opened on the next working day following the holiday at the same time.
7. The Bidder shall execute the contract as per the directions and control of the Central Railside Warehouse Company Ltd. (CRWC), New Delhi.
8. Tender form embodying terms & conditions of the contract and other details can be viewed from website www.crwc.in, www.cewacor.nic.in, <http://www.tenderdetail.com> and <http://www.eprocure.gov.in>. The Tender can be downloaded from <https://crwc.euniwizarde.com> against payment of Tender cost.
9. The Tender will remain open for acceptance for 90 days inclusive of date of Tender opening (Technical Bid).
10. The Central Railside Warehouse Company Limited (CRWC), New Delhi-110001 may at its sole discretion extend the validity of the Tender by a fortnight and such extension shall be binding on the Bidder. If required, the validity period shall be further extended as mutually agreed.
11. If the date up-to which Tender is open for acceptance happens to be a holiday, the Tender will be deemed to remain open for acceptance till the next working day.
12. If any Tender is withdrawn, modified or any change is made during the period of validity of the Tender before its acceptance, the Tender be summarily rejected.

13. The Bidder is required to furnish a self-certificate certifying that they are not black listed by any Central/State Govt., PSU or local self-Govt. department/ autonomous body as on date of down loading Tender documents. The Bidder should also clearly disclose about the pendency of any Court Case in respect of his blacklisting and orders, if any, passed. The Bidders those who are blacklisted by any Central/State Govt., PSU or Local Govt. Department and Autonomous body during last Five years are liable to be summarily rejected. Any wrong declaration/concealment of facts shall also be resulted in disqualification of Tender.

14. The Bidder should furnish proof of fulfillment of eligibility criteria and self-attested copies of credentials should be uploaded along with format enclosed. The **Appendix-XI** should be uploaded at the time of submission of Price Bid.

15. Submission of false, dubious, forged or tampered documents by the Bidder shall lead to the disqualification of the Tender and action as deemed fit, shall be taken against such erring Bidder by the CRWC.

16. **BENEFITS TO MSMEs**

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

Terms for Micro & Small Enterprises:

- a) Tender document shall be provided free of cost to Micro & Small enterprises (MSEs).
- b) MSEs registered with the agencies for the item/s tendered will be exempted from payment of cost of tender and Processing fee.
- c) MSEs, who are interested in availing themselves of these benefits and preferential treatment, will upload with their offer the proof of their being registered 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 Centres
 - ii. Khadi and Village Industries Commission
 - iii. Khadi and Village Industries Board
 - iv. Coir Board
 - v. National Small Industries Corporation
 - vi. Directorate of Handicraft and Handloom
 - vii. Any other body specified by Ministry of MSME
- 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 should upload an attested/self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- e) The benefits as stated above to MSE shall be available only for goods / services produced & provided by MSEs for which they are registered with the specified bodies as per clause 16 (c) .

- f) In case the MSE does not fulfill the criteria at Sr. No(c), (d) and (e) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012 and any other notification issued thereafter.
- g) As per Public Procurement Policy on MSE, considering that this is a non-divisible Tender, If an MSME is one of the Bidder and it's financial bid is found to be within the range of L1+ 15%, the option shall be given to MSME to match the original bid rates or negotiated rates, as the case may be, of the L1. If the MSME matches the rates, the TEC shall recommend award of contract to MSME. An MSME is one of the Bidder and it's financial bid is found to be within the range of L1+ 15%, the option shall be given to MSME to match the original bid rates or negotiated rates, as the case may be, of the L1. If the MSME matches the rates, the TEC shall recommend award of contract to MSME.

17. The Bidder must furnish full precise and accurate details in respect of information asked for in **Appendix-I** attached to the form of Tender.

18. Signing of Tenders:

i) Person or persons signing the Tender shall state the capacity in which he/ she or they is/are signing the Tender i.e. as a sole proprietor of a firm or as a secretary/manager/director etc. of a body corporate. In the case of partnership firm, the names of all the partners should be disclosed and the Tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract clause. The original or an attested copy of the partnership deed shall be furnished along with the Tender. In case of a Limited Company (a) the name of the directors shall be mentioned and (b) it shall be certified that the person signing the Tender is empowered to do so on behalf of the company. A copy of the Memorandum of Association and the Articles of association of the company shall be attached to the Tender. In the case of Hindu Undivided Family, the names of the family members should be disclosed and the Karta, who can bind the family, should sign the form and indicate his status below his signature.

ii) The person signing the Tender form or any documents forming part of the Tender, on behalf of another or on behalf of a firm shall be responsible to produce a proper **power of attorney in prescribed format** duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the Tender fails to produce the said power of attorney, his Tender shall be liable to be rejected without prejudice to any other rights of the CRWC under the law. "The power of attorney" should be signed by all the partners in the case of partnership concern, by the proprietor in case of propriety concern and by the person who by his signature can bind the company in the case of a limited company or a co-operative society. In the case of Hindu Undivided Family, the power of attorney should be signed by the Karta who by his signature can bind the Hindu Undivided Family.

19. Bidders are required to quote rates for all items of works described in the **Price Bid format (Appendix-XI)**.

20. In case, the rates are not quoted for all items of works, such Tenders shall be liable to be rejected. If there is variation between the rates quoted in words and in figures, only the lower of the two rates quoted either in figures or in words shall be construed as correct and valid. Incomplete and conditional Tenders are liable to be rejected.

21. Bidder shall submit their offer in electronic format on the mentioned 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 CRWC will be out rightly rejected. Bidder will have to submit Tender cost and processing fee through e-payment mode, the details of which are available on website <https://crwc.euniwizarde.com>

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

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

Sr. Manager (Commercial)

Section-III

INTRODUCTION & INVITATION TO BIDDERS

From :

The Sr. Manager (Commercial)
Central Railside Warehouse Company Limited
New Delhi

To:

Bidder(s) whom so ever is intending to participate.

Dear Sir/s,

For and on behalf of Central Railside Warehouse Company Ltd., (hereinafter called the CRWC), Sr. Manager (Commercial), CRWC, New Delhi invites online Tender for appointment of Service Provider for (i) Transportation & Rake handling (ii) Phytosanitary & Fumigation (iii) Weightment & Inspection of country damage cotton bales meant for export by rail, as detailed in the terms and conditions of the Tender document.

GENERAL INFORMATION:

(i) The Service Provider shall not be entitled to any compensation arising out of any discrepancy in the nature of work involved or on the ground that the workers employed by him are demanding higher rates of wages, if load involved in certain operation is more or any other reasons whatsoever.

(ii) No definite volume of work to be performed can be guaranteed during the currency of the contract. The volume of the work is likely to fluctuate (increase or decrease) and the Service Provider shall have no claim for compensation arising directly or indirectly out of such fluctuations in the volume of such work to be handled during the currency of contract.

(iii) The Description of services as given in the terms & conditions are only indicative/ illustrative/ guidelines. The nature of work will be subject to variations, adjustments depending on the actual requirements. Any variation, addition and/or omissions in the items of work to be actually carried out shall not form the basis of any dispute regarding the rates quoted by the Bidders in the Tender and shall not give rise to any claim for compensation of any increase or decrease in the extent of the quantity offered.

(iv) Tender value of the contract has been derived based on internal assessment, but should not be a basis for claim or dispute on the part of the Bidder.

SECURITY DEPOSIT:

i. The successful Bidder shall furnish, within a fortnight from the date of award of work by CRWC, Security Deposit of **Rs. 5,45,000/- (Rs. Five Lakh Forty-Five Thousand Only)** failing which the work order 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 the 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 upto a period of five 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. The Service Provider at his option may deposit 50% of the prescribed security at the time of award of contract and the balance 50% may be paid by deductions from his/their admitted bills @ 10% or more.
- 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 format)/ Fixed Deposit Receipt (FDR).
 - 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, New Delhi may at its discretion increase the amount of Security Deposit mentioned at (i) above upto 25 % at any time during the currency of the contract. The decision of the CRWC, New Delhi shall be final and binding on the Service Provider 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 Service Provider under this contract or any other contract in operation with CRWC. Should that sum also be not sufficient over the full amount recoverable, the Service Provider shall remit to the CRWC on demand the remaining balance due.
 - vii. Whenever, the Security Deposit falls short of any specific amount, the Service Provider 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. The Security Deposit shall be refunded to the service provider only after due and satisfactory performance of the services and on completion of all obligation by the service provider under the terms of the contract and on submission of a "No Demand Certificate" from him/them from CRWC official subject to such deductions from the security as may be necessary for making up of the CRWC's claims against the service provider.
 - ix. Minimum liability period shall be for a period of three (03) month from the date of completion of contract as per the date mentioned in the "No Demand Certificate", only after which the process of refund of Security Deposit would start.

Sr. Manager (Commercial)

Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)
Ground Floor, Supreme Court Metro Station Building, New Delhi-110001

Section-IV

Eligibility Criteria, Documents to be submitted & Evaluation Criteria :

1. Eligibility Criteria :

All Public/Private Co's/Firms/Proprietary concerns/Co-op Societies/HUF fulfilling the following criteria are eligible to apply.

a. Tender Fee of **Rs.2000/-** and Processing Fee of **Rs.5900/-** in the prescribed manner through e-payment system/Mode only within the date and time specified in NIT. However, MSE's having valid registration certificate are exempted from payment of Tender cost and proof of registration from Authorities as listed at Para 16 of Section-II.

b. **Work Experience:** -The Tenderer should have experience of Transportation & Rake Handling. The Tenderer should have successfully completed at least one similar nature of works, stated above, of value of **Rs. 63.54 Lakhs** i.e. 35% of the estimated cost of the tender during preceding five years up to 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 experience certificate (in the proforma prescribed as enclosed) shall be produced from customers under their signature and stamp stating proof of satisfactory completion/running contract(s) besides duly certifying nature, period of contract and value of work handled.

Remark: All certificate issued by concerned parties should contain at least above requisite information for considering experience as per terms of tender.

c. **Financial Turn over:** The Tenderer should have achieved the minimum average turnover of **Rs. 54.46 Lakhs** 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 years have not been prepared/ audited, the accounts for the year previous to the preceding three financial year can be uploaded. Where the tenderer is not under statutory obligation to get his Accounts audited he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years.

2. The Tenderer should have authorized license from custom authority or their sister concern or associates must have such custom license and in that case they should be authorized by their such sister concern/associates to utilize their services for processing export documents in respect of cotton bales. In case, the parties are not having custom license of their own , an authorization letter from their sister concern/associates confirming association with the party and undertaking the responsibility for processing document on behalf of the party submitting the bid should be submitted along with the bid.

3. Phytosanitary and Fumigation: The Tenderer should have authorized license or their sister concern or associates must have such **for Carrying out Fumigation and approved by Plant Quarantine & Fumigation Station, Dept, of Agriculture, Govt, of India and must be member of Indian Pest Control Association. In such cases, they should be authorized by their sister concern/associates to utilize their services for phytosanitary and fumigation.**

4. Documents to be submitted with Technical Bid :

The bidders are required to submit following mandatory documents in order to qualify them technically:

i) Work Experience: - As given in point 1.b, the experience certificate (in the proforma prescribed at **Appendix-VII** and as enclosed) shall be produced from customers under their signature and stamp stating proof of satisfactory completion/running contract(s) besides duly certifying nature, period of contract and value of work handled.

Remark: All certificates issued by concerned parties should contain at least above requisite information for considering experience as per terms of tender.

ii) Financial Turn over: As given in point 1.c

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 Sheet 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.

Where the tenderer is not under statutory obligation to get his Accounts audited he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years. The audited balance sheet and profit & loss accounts are must in case of co-operative society & Ltd/Pvt.Ltd. companies.

iii) A Certificate for positive net worth as on 31.03.2020 (or on 31st March of the latest year for which the Accounts have been submitted) is to be submitted by the bidders (Appendix-VIII). The certificate should be issued and duly certified by a Chartered Accountant.

iv) The Tenderer should have authorized license from custom authority or their sister concern or associates must have such custom license and in that case they should be authorized by their such sister concern/associates to utilize their services for processing export documents in respect of cotton bales. In case, the parties are not having custom license of their own , an authorization letter from their sister concern/associates confirming association with the party and undertaking the responsibility for processing document on behalf of the party submitting the bid should be submitted along with the bid.

v) Phytosanitary and Fumigation : The Tenderer should have authorized license or their sister concern or associates must have such **for Carrying out Fumigation and approved by Plant Quarantine & Fumigation Station, Dept, of Agriculture, Govt, of India and must be member of Indian Pest Control Association. In such cases, they should be authorized by their sister concern/associates to utilize their services for phytosanitary and fumigation.**

- vi) PF Registration certificate, ESI Registration certificate & Labour License. The Bidder, who does not have these certificates, are required to submit a declaration that they will furnish these documents within one month from the date of joining the work.
- vii) Constitution of the firm-(if the Bidder is not a sole proprietary concern) for partnership firm-a partnership deed, for a registered company-its Memorandum of Association and Articles of Association and for sole proprietary concern a self-declaration should be submitted. Registered Labour Coop. Societies should furnish the proof of Registration with Registrar of Coop. Societies or Taluka Coop. officer along with bye laws, proof of area of operation and a resolution passed by the Society to participate in the Tender enquiry.
- viii) Power of attorney (**As per Appendix- X**) duly executed in favour of signatory, authorizing him to sign the Tender documents, in case the Bidder is not a sole proprietary concern. In case of Pvt. Ltd. Company a Resolution from the Board of Directors of the company authorizing the signatory to sign the Tender, be enclosed.
- ix) In case the Proprietor/Partner/Director of the Firm/Company participating in the Tender enquiry is/are common Proprietor/Partner/ Director of any other Firm/Company who have also submitted the Tender against the same advertisement, the said Proprietor/Partner/ Director has to furnish a self-certificate declaring that he is the Proprietor/Partner/Director of another Company (name of the Firm/ Company) participated in the Tender enquiry.
- x) A self-certificate **as per Appendix- IV** should be furnished certifying that the sole proprietor firm/partnership firm/corporate entity/Co-Op Society are not black listed in any central/state Govt. PSU etc. as on date of submission of Tender. The Bidder should also clearly disclose about the pendency of any court case in respect of his blacklisting and orders, if any, passed. The Bidders who are blacklisted by any Central / State Government PSU or local government department and autonomous body during last five years are liable to be summarily rejected. Any wrong declaration / concealment shall also result in disqualification of Tender.
- xi) A certified copy of PAN Card.
- xii) A certified copy of PAN based GST Registration.
- xiii) Bidders are required to furnish Income Tax Return filed by them during preceding three Financial Years. In case ITR for immediate preceding financial year is yet not filed, the ITR for the financial years previous to preceding three financial years can be uploaded.
- xiv) Latest Documentary proof regarding filing of Goods and Service Tax return with the appropriate authority be submitted.
- xv) MSE's having registration certificate, valid as on date of submission of Bid is exempted from payment of Tender cost. Bidders submitting tender under MSE category should clearly understand the criteria for considering them as MSEs as mentioned in Para 16 of Section-II so as to satisfy themselves before submitting their bid that they are having certificate of registration. Bidders submitting tender under MSE's category shall submit certificate of registration under MSE's category from Authorities as listed at para-16 of Section-II and the tender without such valid certificate of registration shall be considered under general category provided cost of tender and processing fees is found submitted.

5. Preliminary scrutiny of bids

Bidders are required to upload signed and scanned copies of the above documents along with Technical Bid in support of their eligibility within the date & time specified in NIT.

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 unresponsive and ignored. The following are grounds due to which a bid may be declared as unresponsive and will be ignored during the initial scrutiny:

- [a] The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed);
- [b] The bid is not legible;
- [c] Cost of tender has not been received;
- [d] The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- [e] The bidder has not quoted for all the items, as specified in Financial Bid (At Price Bid Stage).
- [f] The bidder has not agreed to the essential conditions i.e. scope of supply/services, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.

Only the bids which are not unresponsive shall be taken up for further evaluation.

5.1 Further evaluation of Stage: I- Technical Bid

- (a) CRWC shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- (b) The CRWC, if necessary may ask the Bidder for any specific information/ clarification relating to qualifying document/condition or can seek missing document(s). The required clarification and missing documents must be uploaded within specified time subject to maximum of 07 days on the same portal as per the procedure prescribed below i.e. in clause 3.2.

“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 CRWC from the Bidder.”

The missing documents to be submitted should not be of a date later than the date of submission of original bid, however Turnover Certificate as per format, Work Experience as per format and Net Worth Certificate as per format can be of a date after the date of submission of original bid. The missing documents sought is allowed to be submitted only by uploading on the tender website through which same has been asked.

(c) CRWC well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.

(d) The Bidder has the option to respond or not to respond to these queries.

(e) The request for clarification and missing document(s) by the CRWC and the response of the bidder shall be in writing and no change in substance of the tender shall be sought, offered or permitted.

(f) If the Bidder fails to respond, within the stipulated time period or the clarification(s) and missing document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.

(g) All the responses to the clarifications and missing documents will be part of the Proposal of the respective Bidder and if the clarifications and missing documents are in variance with the earlier information in the proposal, the information provided in later stages will also be the part of the evaluation process for technical qualification.

5.2 Procedure to be followed for obtaining missing documents and specific clarification:

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

Bidder is advised not to upload the entire Tender document. Bidder shall sign and stamp each page of the Tender document as token of acceptance and as a part of contract in the event of award of the contract to him.

6. Submission of Price Bid :

The Bidder shall quote rates in figures as well as words of each item as per the Price Bid format given in the Tender and submit the same through e-Tender process only.

In case, the rates are not quoted for all items of works, such Tenders shall be liable to be rejected. If there is variation between the rates quoted in words and in figures, only the lower of the two rates quoted either in figures or in words shall be construed as correct and valid. Incomplete and conditional Tenders are liable to be rejected.

7. Opening of Tenders :

- i. The Technical Bid shall be opened on the date and time specified online. If the date for opening of Tenders happens to be a holiday, the Tenders will be opened on next working day following the holiday.
- ii. The Price Bid(s) of the technically qualified Bidders will be opened on a later date which will be informed to them individually.

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

L-1 will be selected on the basis of the lowest Total Contract Value received. However L1 will be required to match individual lowest rate as received against each location. .

In case there is more than one Bidder quoting the same rates, due consideration shall be given to turnover value of financial years as submitted under eligibility criteria for the purpose of selection of L1. In such cases, Tender shall be awarded to the Bidder having higher average turnover value of three (03) financial years out of preceding five (05) financial years i.e. 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20 as per prescribed format enclosed at Appendix-VIII.

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

9. Acceptance of Tender:

The Competent Authority, CRWC, New Delhi for and on behalf of CRWC reserve the right to reject any or all the Tenders without assigning any reasons thereof and does not bind himself to accept the lowest or any other Tender. When a Tender is accepted, the successful Bidder shall be intimated about the award of the contract by a letter / E-mail, as formal 'Acceptance of Tender'. The successful Bidder shall execute the agreement and take up the work of the Service Provider within the period prescribed in the Award Letter.

The Company/ CRWC reserves the right to invite the lowest Bidder for negotiation/ clarification by the Sr. Manager (Commercial), CRWC, New Delhi at his own expense.

The CRWC reserves the right to award the work for all items of schedule of operation or any one/few of them by dropping rest of items of schedule of operation for which rates are called for herein. The decision of the CRWC, New Delhi shall be final and binding on the Bidder.

Sr. Manager (Commercial)

Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)
Ground Floor, Supreme Court Metro Station Building, New Delhi-110001

Section-VI

General Terms & Conditions Governing the Contract:

1. Definition:

I. The term **Contract** shall mean and include the invitation to Tender, incorporating also the instructions to Bidders, the Tender, its Appendices and schedules, acceptance of Tender and such general and special terms as may be added to it.

II. The term **Service Provider** shall mean and include the person or persons, firm or company or a body corporate with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns as the case may be.

III. The term Contract Rates shall mean the rates of payment accepted by the CRWC.

IV. The term **Company or the Central Railside Warehouse Company Limited (CRWC)** wherever occurs shall mean Central Railside Warehouse Company Limited established under the Companies Act, 1956 and shall include its administrators, successors and assigns. It shall also be called CRWC.

V. The **Managing Director** shall mean the Managing Director, CRWC .New Delhi.

VI. The **Deputy General Manager** shall mean the Deputy General Manager, CRWC, New Delhi or any other officer discharging his duty.

VII. The **Services** shall mean the performance of any of the items of work enumerated in schedule of services including such auxiliary, additional and incidental duties, services and operations as may be communicated by CRWC Ltd. or any person authorized by him on his behalf.

VIII. The **Customer** shall mean the customer of CRWC i.e Cotton Corporation of India .

2. Object of the Contract:

The Service Provider shall render all or any of the services mentioned in the Tender and schedule of operations as and when necessary and as directed from time to time by CRWC with such additional ancillary and incidental duties, services and operations as may be intimated by the CRWC and are not inconsistent with these terms and conditions.

3. Parties to Contract:

I. The parties to the Contract are the Service Provider and CRWC, New Delhi and/or any other person authorized and acting on their behalf.

II. The person signing the Tender or any other documents forming part of the Tender on behalf of any person or a firm shall be deemed to warrant that his authority is to bind such other person or the firm as the case may be, in such matters pertaining to the contract including the arbitration clause. If on enquiry, it is found that concern has no such authority, the CRWC may without prejudice to other civil and criminal remedies terminate the contract and hold the Service Provider liable for all costs and damages.

III. In case the Proprietor/Partner/Director of the Firm/Company participating in the Tender enquiry is/are common Proprietor/Partner/Director of any other Firm/Company who have also submitted the Tender against the same advertisement, the said Proprietor/Partner/Director has to furnish a self-certificate declaring that he is the Proprietor/Partner/Director of another Company (name of the Firm/Company) participated in the Tender enquiry.

4. Constitution of Service Provider:

- I. Service Provider shall, at the time of submission of Tender, declare whether they are sole proprietary concern or registered partnership firm or private limited company or a body corporate incorporated in India or labour cooperative society incorporated in India or Hindu Undivided Family. The composition of the partnership, names of directors of companies and names of the Karta of Hindu Undivided Family shall also be indicated. Similarly, in case of Labour Cooperative Society, the name of the Secretary, by laws and area of operation should be indicated. The Service Provider shall also nominate a person(s) in whose hands the management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the Service Provider in respect of the contract and whose act shall be binding on the Service Provider.
- II. The Service Provider shall not, during the currency of the contract, make without the prior approval of the CRWC, any changes in the constitution of the firm, the Service Provider shall notify to the CRWC, the death/resignation of the partners/Directors immediately on the occurrence of such an event. In the absence of receipt of such notice/approval, the CRWC shall have the right to terminate the contract as soon as it comes to know of it.

5. Subletting:

The Service Provider shall not sublet, transfer or assign the contract or any part thereof, without the prior written approval of the CRWC. In the event of the Service Provider contravening this condition, the CRWC shall be entitled to rescind the contract and/or place the contract elsewhere on the Service Provider's account at his/their risk and cost and the Service Provider shall be liable for any loss or damage which the CRWC may sustain in consequence or arising out of such replacing of the contract.

6. Liability for Labour and/or Personnel engaged by the Service Provider:

- I. All labours and/or personnel employed by the Service Provider shall be engaged by them as their own employees/workmen in all respects implied or expressed.
- II. The responsibility to comply with the provisions of the various labour laws of the country such as Factory Act, 1948, Payment of Wages Act of 1936, Workmen's Compensation Act, 1923, Employee's Provident Fund Act, 1952, Maternity Benefit Act, 1961, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976 or any other Act, as amended from time to time, to the extent they are applicable to their establishment/workmen, will be solely that of the Service Provider. The CRWC in the capacity of principal employer will have every right to demand that the wages shall be disbursed to the workmen/employees of the Service Provider in the presence of its representative.
- III. The CRWC shall be fully indemnified by the Service Provider against all the payments, claims and liabilities, whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of the above said Acts or similar other enactments of the country as they are applicable at present or modified from time to time, to the extent they are applicable to the establishment/work in the CRWC.

- IV. The CRWC, shall have the right to deduct from bills any money due to the Service Provider, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or of deduction made from his or their wages, which are not authorized or justified by the terms of the contract or non observance of the Act, Rules, Regulations and or by way of fulfillment of any obligation on the part of the Service Provider for strict observance of the provisions of the aforesaid laws.
- V. The Service Provider shall not employ any person or labour below the age of 18 years in violation of Child Labour (Prohibition & Regulation) Act 1986. The Service Provider shall indemnify the CRWC from and against all claims and penalties, which may be suffered by CRWC for any person employed by him by reason of any default on the part of the Service Provider to observe and / or in the performance of provisions of the Employment of Children Act XXVI of 1938 or any re-enactment or modification of the same.
- VI. Under Rule 30 (i) of the Workmen's Compensation Rules, 1924 action will have to be taken by CRWC as principal employer on receipt of the notice of application for compensation on behalf of workmen or his legal heirs to inform the Labour Commissioner that the CRWC intends to claim indemnification from the Service Provider and get a notice of the claim served on him at once. Thereafter, it is for the Commissioner under Rule 39 (v) or any other rule if he awards any compensation to record the findings that the Service Provider is or is not liable to indemnify the principal. Once such finding is obtained by CRWC in its favour, the provisions of the contract, in the aforesaid revised clause VII (a) can be invoked by CRWC to adjust/set off such amount against any amounts due to the Service Provider by the CRWC on any other account. It needs no mention that such adjustments can be done only after determination by the Labour Commissioner of the liability of the Service Provider to indemnify the CRWC. Once the Labour Commissioner has passed this order under Section 12 (2) determining the liability of the Service Provider and the CRWC's entitlement to be indemnified by the Service Provider in respect of compensation, the CRWC can set off and adjust any amount of the Service Provider lying in its hands. If, however, no amount is available for such adjustments, the CRWC shall invoke the provisions of Section 31 of the Act and approach the Labour Commissioner to recover the amount due to CRWC from the Service Provider. There will be no need to file a separate civil suit against the Service Provider for such recovery.
- VII. The Service Provider shall be liable for making contributions in accordance with the provisions of the Employee's Provident Fund Act, 1952 and the scheme framed there under in respect of the labour employed by him. The Service Provider shall submit by the 5th and 20th of every month to the Sr. Manager statement showing the following in respect of the 2nd half of preceding month and the 1st half of the current month respectively.
- a) The number of labours employed by him.
 - b) Their working hours
 - c) The wages paid to them.
 - d) The accidents, that occurred in the said fortnight showing the circumstances under which they occurred and the extent of damage and injury caused by them and
 - e) The number of female workers who have been allowed maternity benefit and the amount paid to them.
- VIII. In every case, in which by virtue of the provisions of sub-section 9(1) of section 12 of the Workmen's Compensation Act, 1923, the CRWC is obliged to pay compensation to a workmen employed by the Service Provider in execution of the contract, the CRWC shall recover from the Service Provider, the amount of the compensation so paid and without prejudice to the rights of the CRWC under sub-section

- (2) of section 12 of the said Act. The CRWC shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the CRWC to the Service Provider whether under this contract or otherwise.
- IX. In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act and the Contract Labour (Regulation and Abolition) Rules, the CRWC is obliged to pay any amount of wages to a workman employed by the Service Provider in execution of a contract, or to incur any expenditure in providing welfare and/or health amenities required to be provided under the above said act and rules or under rules framed by the Government from time to time for the protection of health and sanitary arrangement for workers employed by CRWC's Service Provider, in case of failure of service provider, the CRWC shall recover from the Service Provider the amount of expenditure so incurred without prejudice to the rights of the CRWC under sub-section (2) of section 20 and sub-section (4) of section 21 of the Contract Labour (Regulation and Abolition) Act. The CRWC shall also be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the CRWC to the Service Provider whether under this agreement or otherwise.
- X. The CRWC shall not be bound to accept any claims against it under Contract Labour (Regulation and Abolition) Act or Workmen's Compensation Act or any other similar Act in respect of Contract Labour.
- XI. The Service Provider shall obtain a valid license under the Contract Labour (R&A Act), 1970 and the Contract Labour (R&A) Rules within the prescribed period and shall continue to have a valid license until the completion of the contract.
- XII. The Service Provider shall pay to the laborers employed by him, either directly or through sub-service providers, wages not less than the fair wages, if any, or the "Minimum rates of wages" if any, notified by the Government of the State in which the work is carried out or as per the provisions of the Contract Labour (R&A) Act and the Contract Labour (R&A) Rules, wherever applicable. Besides, the Service Provider shall also be responsible to provide all basic facilities as envisaged under section 16 to 19 of the Contract Labour (R&A) Act, 1970.
- XIII. In complying with the said enactment or any statutory modifications thereof, the Service Provider shall also comply with or cause to be complied with the Labour Regulation/ Enactment made by the State Government/Central Government from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deduction un-authorizedly made, maintenance of wage book or wage slip, publication of the scale of wages and other terms of employment, inspection and submission of periodicals, returns and all other matters of like Act, whether the said legislation/enactment or any statutory modification thereof, are applicable or not.

3. Payment of wages to workers:

The Service Provider shall pay, not less than minimum wages, to the workers engaged by them on either time rate basis or piece rate basis for the work. Minimum wages both for the time rate and for the piece rate work shall mean the rate(s) notified by appropriate authority from time to time. The Service Provider shall maintain necessary records and registers like wage book/slip, unpaid wages and Fines and Deductions i.e. PF, ESI etc., giving the relevant documents.

4. Weekly off:

The Service Provider shall allow or cause to be allowed to the workers directly or indirectly employed in the work, one day's rest for six days continuous work and pay wages at the same rate as for duty.

5. Liability of Service Provider for losses etc., suffered by CRWC:

- I. The Service Provider shall be liable for all causes, damages, demurrages, wharfages, forfeiture ,charges and expenses suffered or incurred by CRWC due to any act whether negligence or otherwise of the Service Provider themselves or their employees.

- II. The decision of the CRWC, New Delhi regarding any failure of the Service Provider and their liability for the losses etc., suffered by CRWC shall be final and binding on the Service Provider. The CRWC in its absolute discretion may determine loss/ damage and the decision of the CRWC on the question whether the Service Provider has committed such default or has failed to perform any of such services efficiently and is liable to pay compensation and as to the quantum of such compensation shall be final and binding on the Service Provider.
- III. The CRWC shall be at liberty to reimburse themselves of any damages, losses, and charges caused or expenses suffered or incurred by them due to Service Provider negligence and un-workmanlike performance of services under the contract for breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the Service Provider under this or any other contract with the CRWC. In the event of the sum which may be due to the CRWC as aforesaid being insufficient the balance of the total sum claimed and recoverable from the Service Provider as aforesaid shall be deducted from the Security Deposit furnished or amount due/lying payable under any other contract by the Service Provider. Should this sum also being not sufficient to cover the full amount claimed by the CRWC, the Service Provider shall pay to the CRWC on demand, the remaining balance of the aforesaid sum claimed.
- IV. Service Provider shall be responsible for the safety of the stocks at all time. They shall deliver the number bales and the weight of bales received by them and shall be liable to make good the value of any loss, shortage or damage during their custody. The CRWC will be sole judge for determining, after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards, the liability of the Service Provider for such loss and amount will be recovered from them. The decision of the CRWC in this regard shall be final and binding on the Service Provider. **The service provider shall execute a custody and indemnity bond in the format given.**
- V. The service provider shall indemnify the CRWC against any loss, damage, destruction or deterioration of the goods whatsoever. The service provider shall pay all claims met and also litigation expenses if any incurred by the CRWC immediately on demand without any demur. The CRWC shall have the right to deduct the amount of such loss from any sum (including Security Deposits) then due or become due to the service provider under this contract or any other contract with it. The decision of CRWC shall be final and binding on the service provider in this regard.
- VI. The Service Provider shall be responsible for shortage, if any. The Service Provider shall be liable for all cost, damages, charges and expenses suffered or incurred by the CRWC.

6. Set Off:-

Any sum of money due and payable to the Service Provider (including Security Deposit refundable to them) under this contract may be appropriated by the CRWC and set off against any claim of the CRWC for the payment of any sum of money arising out of this or under any other contract, made by the Service Provider with the CRWC.

7. Accounts:-

All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspection, audit and counter signature by the CRWC authorities or an officer acting on their behalf. The Service Provider shall be responsible to produce the same at such time and place as may be directed by the CRWC.

8. Volume of Work:-

Subject as hereinafter mentioned the CRWC does not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. The mere mention of

any item of work in this contract does not by itself confer a right on the Service Provider to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them

15. Parallel Rate Contract:

The CRWC shall have the exclusive right to appoint any time during the currency of contract, one or more Service Providers for any or all the services mentioned hereunder or to divide the work in between such Service Providers in any manner that the CRWC may decide and no claim shall be lodged against the CRWC by reason of such division of work.

16. Remuneration:

The Service Provider shall have to perform all the services provided for in this contract who shall be paid at the rates quoted by him and accepted by the CRWC. The Service Provider shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be determined and payable at the mutually agreed rates.

17. Payment:

- I. Payment will be made through 'e-payment' system by the CRWC on submission of bills in triplicate, duly supported by work certificates issued by the officer authorized by CRWC.
- II. The following details shall be provided by the service provider immediately after commencing the contract for e-payment.
 - a. Bank Account Number.
 - b. Name/Address of the bank.
 - c. IFSC Code of the Bank (for RTGS).
- III. Liability period shall be for a period of three (03) months after completion of the contract. It would be responsibility of the Service Provider to obtain 'No Demand Certificate' from the CRWC officer-in-charge. The process of refund of Security Deposit would start thereafter.
- IV. The Income tax at the rate as applicable from time to time under provision of the Income Tax Act or any modified/revised version thereof shall be deducted at source from the admitted bills / invoices of the Service Provider. However, in case the Service Provider is granted exemption from the deduction of Income Tax at source or granted certificate for the deduction of Income Tax at lower rate, then he is required to produce a certificate from the Income Tax Authorities indicating clearly that no tax at source or tax at lower rate, as the case may be, be deducted from the Service Provider against the said contract. Such a certificate shall have to be obtained at the commencement of each financial year. The amount of TDS shall be deposited in the account of Income Tax Department and TDS certificate shall be issued as per rules of Income Tax Act, 1961.
- V. The GST or any other Tax in lieu thereof levied by the Central Government from time to time on the Services rendered by the Service Provider to CRWC shall be paid by CRWC to the Service Provider over and above the Schedule of Rates, subject to the Service Provider submitting his Bills / Invoices therefore in the format prescribed as per GST Rule or other relevant Laws, as the case may be. The Service Provider shall have valid registration with the appropriate authority and shall quote the GST registration number in all the Bills.
 - a) The CRWC shall not be liable for payment of any interest on any bill outstanding for payment for any reason, whatsoever.

- b) There are certain operations, which form part of a composite operation. These operations are to be carried out under specific circumstances; the need for the same will be determined by the CRWC official. The decision of the CRWC in this regard shall be final and binding on the Service Provider.
- c) The rates quoted by the Bidder and accepted by the CRWC and incorporated in the contract agreement shall remain applicable during the period of the contract and no requests for revision of rates by the Service Provider shall be entertained under any circumstances.
- VI. The payment shall normally be made by the Company within 30 days of submission of the bills. The Company shall not be liable for payment of any interest on any bill outstanding for payment.

18. Laws governing the contract:

The contract will be governed by the laws of the Country in force from time to time. All disputes arising out of this contract/ Tender will be subject to jurisdiction of Delhi High Court.

19. Blacklisting/ Debar:

The non performing/defaulting service provider may be Suspended / banned for trade relation/black listed/debarred for participation in future Tender enquiry for the period upto 5 years based on the gravity of non-performance/breach of any terms of the Contract/default of the service provider by the Managing Director of the CRWC whose decision in the matter shall be final and binding.

20. TERMINATION

- I. If during the currency of the contract period, any of the documents submitted by service provider, is found forged or fabricated, the contract is liable to be terminated and in such situation amount of security deposit will be forfeited and he will be debarred/black listed for a period of five (05) years.
- II. The CRWC, Corporate Office, New Delhi reserves the right to close the contract at any time during the currency of the contract without assigning any reasons thereof by giving 30 days' notice in writing to the service provider at their last known place of business/residence and Service Provider shall not be entitled to any compensation by reason of such termination. The action of CRWC under this clause shall be final, conclusive and binding on the Service Provider and shall not be called into question.
- III. In the event of the service provider having been adjudged insolvent or going into liquidation or winding up his/their business or making arrangements with their creditors, the CRWC shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the un-expired period of the contract at the risk and cost of the service provider and to claim from him/them any resultant loss sustained or costs incurred by CRWC.
- IV. The CRWC shall also have, without prejudice to other rights and remedies, the right, in the event of breach by the service provider of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the un-expired period of the contract, at the risk and cost of the service provider and /or forfeit the Security Deposit or any part thereof for the sum or sums due for any damages, losses (directly or indirectly), charges, expenses or costs that may be suffered or incurred by the CRWC due to the service provider's negligence or unworkman like performance of any of the services under the contract.
- V. The service provider shall be responsible to supply adequate and sufficient labour, scales/ carts / equipment and any other transport vehicle for loading/unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the CRWC or an officer acting on its behalf. If the service provider fails to supply the requisite number of labour, scales trucks/carts, the CRWC, New Delhi shall, at its entire discretion without terminating the contract be at liberty to engage other labour, scales, trucks/carts, equipment etc. at the risk and cost of the service provider

who shall be liable to make good to the CRWC all additional charges, expenses, cost or losses that the CRWC may incur or suffer thereby. The service provider shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the CRWC shall be final and binding on the service provider.

21. 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 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.

22. EXECUTION OF AGREEMENT AND TAKING UP OF WORK:

Successful Bidder shall enter into an agreement with the CRWC in the format as annexed at **Appendix – II** and custody & indemnity bond as per **Appendix- III** to be typed on a non – judicial stamp paper of appropriate value. **He shall also sign and stamp each and every page of the Tender document at the time of execution of Agreement.**

- i) The agreement shall be executed within a fortnight from the date of award of contract failing which the contract shall be liable to be rescinded.
- ii) The CRWC may at its discretion, however, on a specific request by the successful Bidder, extend the time to the Bidder to 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.
- iii) The successful Bidder shall take up the work from the date as specified by CRWC.

Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)
Ground Floor, Supreme Court Metro Station Building, New Delhi-110001

Section-VI

SPECIFIC TERMS AND CONDITIONS

1. Service Provider representative will be required to coordinate with CRWC office to collect delivery instruction and co-ordinate with PAN India team. No telephonic intimation for sending representative will be given in this regard.
2. On receipt of delivery instruction from CRWC, Service Provider shall immediately contact and collect delivery orders from them.
3. In case delivery orders (DO) are not received within 72 hours from handing over of delivery instructions, Service Provider should inform about such non receipt of delivery orders to the CRWC in writing immediately so that matter can be taken up with the Customer for issuing delivery orders.
4. Service Provider should arrange transporter/authorized representative and collect the DO from the Customer office at point of origin.
5. The Service Provider must lift bales immediately, latest by 72 hours on receipt of delivery order. In case the bales are not lifted as per above then the penalty of rupees 20 per bale per day will be levied after expiry of the stipulated period for first 5 days and from the 6th day onwards the penalty will be rupees 25 per bale per day and will be deducted from the bill.
6. In case bales are not dispatched within 30 days from the date of issue of delivery order the consequence of delay, any loss or damage If suffered by CRWC the same shall be recovered from the Service Provider.
7. Service Provider will have to submit all documents to respective customer office within 3 days from the date of dispatch for onward submission to bank for payment. In case of delay beyond 3 days, then the loss If any till the time of receipt of documents is suffered by CRWC shall be recovered from the Service Provider.
8. Service Provider will have to submit daily report on lifting/ dispatch/ delivery position of bales as per format provided to be obtained from the customer. Such reports must reach CRWC latest by 10.30 a.m. everyday.
9. Under no circumstances the rate agreed will be subject to any escalation during tenure of appointment unless and until there is a major deviation of job scope
10. In case the bales are not lifted within 10 days from the receipt of delivery order the CRWC shall be at liberty to get the bales transported at market rate by engaging other transport and recover the difference if any from the Service Provider under intimation. The CRWC's decision in this regard shall be final.
11. All Lorries/Wagons loaded with cotton bales before entering into destination will have to be weighed over in the weigh bridge available near destination. Any loss/damage or shortage in transit

if found, the Service Provider will be held responsible. Under no circumstances bales with abnormal shortage noticed on two weighments than invoiced weight shall be acceptable and same will have to be compensated fully by the Service Provider. Copies of all such weightment slip shall also be to be submitted to CRWC.

12. Service Provider will be held responsible for any loss, damage, short receipt due to pilferage or any other reason and that CRWC reserves its right to recover the value of such shortage from the Service Provider till settlement of the claim by the insurance company. In case of any shortage/pilferage loss in transit Service Provider will have to submit copy of FIR enabling Customer to lodge Insurance claim with the insurance company. In case of damage of bales by fire in transit Service Provider will have to submit fire brigade report from the concerned authority at the time of place of accident.
13. Proper safety of the bales in transit should be ensured and transshipment should be avoided as far as possible. In case the transshipment is unavoidable under any circumstances bales should not be kept in open and must not be detained at the transshipment point for more than 24 hours. Third party goods or bales of any other destination should not be loaded in same truck.
14. The condition of the Lorries/ Wagons should not lead to any damage of the bales. Truck /Wagon carrying chemical, coal, cement etc. should be cleaned thoroughly before bales are loaded.
15. In case of any loss or damage the Service Provider will be bound to produce certificate as may be required by the CRWC and shall be responsible for any loss suffered by the CRWC in this regard.
16. On loading of the bales consignment note in one copy will have to be submitted to CRWC.
17. Counter foils of each way bill for tax purpose subsequently must be returned by the Service Provider as enclosures, in case any way bill is lost by the Service Provider before or after endorsement of concerned tax check post the cost and consequences of such loss will be on account of the Service Provider and they will have to fulfill all required formalities including cost thereon and get the same regularized with the tax authority.
18. It will be the responsibility of the Service Provider to ensure submission of all papers required for transportation of goods and in case there is any delay loss or damage of the goods because of Service Providers failure to ensure submission of necessary documents/papers the same will be at the cost and responsibility of the Service Provider.
19. Custom related documents are to be provided immediately after completion of loading for transporting and completion of custom documentation and formalities by the Service Provider.
20. Service Provider will submit their rate bale wise which will accompany export invoice, export documentation, phyto certificate, international weighment certificate and certificate of origin for export movement as applicable.
21. Service Provider will be responsible for fulfilment of all the statutory requirement for export with the concern departments / Offices and CRWC will provide needful documents as required by the statutory department and also responsible for obtaining incentives/duty benefits as entitled against export.
22. Any incomplete bid not fulfilling any of the above requirements or bid submitted not as per requirements will not be considered and shall be rejected out rightly.

23. Rates should be quoted for branch wise on keeping in view of the centers surrounding area of storage location. The detailed list of Centers under various branches are enclosed as Annexure - XII for reference.
24. The CRWC reserves its right to accept or reject whole or any of the bid.
25. If necessary, the CRWC may appoint more than one Service Provider for the same job at the lowest rate received in the tender and proportionately allot job at the discretion of the CRWC.
26. The Rate to be quoted should be inclusive of all charges & levies and should be consolidated one, excluding GST as applicable. No incidental / additional charges will be payable for any other miscellaneous works connected with the export of cotton bales
27. Description of works mentioned is illustrative and not exhaustive and will have to consider all Incidental works, if involved while conducting the Job in giving their rates..
28. All consequence of the action on the part of the Service Provider as well as their appointed associates contrary to the above points will be on account of the Service Provider

The above terms and conditions for Service Provider as well as their appointed associates are subject to addition / alteration by the CRWC at the time of finalizing the bid or thereafter.

Yours faithfully,
Sr. Manager (Commercial)

Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)
Ground Floor, Supreme Court Metro Station Building, New Delhi-110001

Section-V

Criteria/ Duties/ Responsibilities of Service Provider:

The interested bidders must fulfil the following basic requirements: -

The interested parties should have authorized license from custom authority or their sister concern or associates must have such custom license and in that case they should be authorized by their such sister concern/associates to utilize their services for processing export documents in respect of cotton bales. In case, the parties are not having custom license of their own , an authorization letter from their sister concern/associates confirming association with the party and undertaking the responsibility for processing document on behalf of the party submitting the bid should be submitted along with the bid.

The various jobs involved under this work will be as follows; -

1. Processing of shipping documents with the Customs Authority including arranging for payment of Customs duty, Octroi, Cess, if any.
2. To place required number of vehicles at the Godowns of the customer and unloading Loading of bales at rail head/border of dispatch.
3. To carry out weighment of each truck just after loading outside our godown and then just before physical shipment at rail head/ border of dispatch/ ICD/CFS etc.
4. Obtaining bill of lading/consignment note/ Railway Receipt (RR) from the Rail operator and submit to CRWC Office as per requirement.
5. Supervision of loading/unloading of bales from the godowns and transportation upto rail head/border of dispatch.
6. To arrange appraisal and passing of document for Rail Movement of the consignment after proper endorsements to Lodge claim with the concerned authorities in case of damage of cotton bales during transportation, if any and follow up for realization of all claims with the concerned authority.
7. To co-ordinate with the CRWC in timely shipment of bales and act according to the instruction of the CRWC.
8. To obtain Certificate of Origin from Chamber of Commerce.
9. To submit exported document with relevant copies in original along with non-negotiable copies.
10. To return export authorization certificate after physical export duly endorsed by Customs authority showing Shipping Bill No, Quantity Shipped and balance quantity thereof.
11. The rates to be quoted on per bale (weighing 170 Kgs. approx.) basis (incl. cess /all other charges/levies and excluding GST) for providing services i.e. Weighment, obtaining Phyto-certificate

and all Terminal handling Charges including all transportation from godown till unloading at Destination. Expenses towards loading of bales in the vehicle from the godown will be borne by the Service Provider.

12. Service Provider will have to submit the consignment note/ Bill of Lading/ RR . All the lorries/ loaded with cotton bales as soon as out from Godown will be weighed over in the weigh- bridge if available just outside godown or nearby weighbridge and also destination.
13. Service Provider shall ensure the shipment will be exported based on the weight declared in the invoice. Service Provider will inform CRWC in case of any weight discrepancies so that the same can be corrected prior to the exports. Under no circumstances with abnormal shortage noticed on two weighment than invoiced weight shall be exported and the same should be reported to office immediately. Copies of all such weighment slips shall also be submitted to this office.
14. If necessary, Service Provider will have to ensure lifting up to 1000 bales every day.
15. Service Provider will have to give prior intimation regarding lifting of the bales from the customer's godown enabling CRWC to arrange for keeping the godown open and deputing customer's representative to deliver the bales.
16. On no account the CRWC will pay any detention charges of vehicle for any reason in case there is delay in unloading the consignment.
17. The Service Provider will arrange for submission of necessary Bond in case of any documents needed by Custom Authority for passing of shipping Bill. The CRWC will however arrange for the documents in the meantime.
18. All the vehicles carrying cotton bales from customer's godown(s) should be covered by sufficient tarpaulins (if required), in case, any bale is damaged due to non-coverage by tarpaulins the loss will be recovered from the Service Provider.
19. All the lorries and containers carrying cotton bales from Customer's warehouses to rail head/land border should carry necessary documents like shippers invoice etc. in case of any damage in transit, Service Provider shall inform CRWC about the same for arranging insurance survey and will assist CRWC to lodge the insurance claim.
20. The description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works in giving their rates. They will also confirm that no additional charges will be payable for any other miscellaneous jobs connected with the handling of export works except Statutory Charges if applicable which will be reimbursed on production of original receipt.
21. After successful export of the consignment the Service Provider shall submit their bills in duplicate duly supported with copy of shipping Bill. GST as applicable on each of the job shall be claimed in the bill which will be paid to the Service Provider The CRWC will deduct income Tax wherever applicable on the payment made to the Service Provider.

22. The necessary requirement for various job works are as follows: -

(i) Phytosanitary and Fumigation

REQUIREMENTS:

The interested parties should have authorized license for **Carrying out Fumigation and approved by Plant Quarantine & Fumigation Station, Dept, of Agriculture, Govt, of India and must be member of Indian Pest Control Association. In such cases, they should be authorized by their sister concern/associates to utilize their services for phytosanitary and fumigation.**

JOB DETAILS:

The various jobs involved will be as follows: -

i) The Service Provider will be required to collect job order(s) on daily basis, as & when advised according to dispatch schedule.

ii) The Service Provider will be required to collect Phytosanitary Application from CRWC's / Customer Office, as and when required and deposit the same to concerned Plant & Quarantine Station of Govt, of India after fulfilling necessary formalities of fumigation etc.

iii) The Service Provider will be required to fumigate cargo wherever advised with appropriate chemical for fumigation treatment as per requirement of Plant Quarantine Department.

iv) Immediately on receipt of job order necessary fumigation has to be carried out and after fumigation is over Fumigation Certificate in 8 copies duly sealed & signed will have to be deposited to CRWC's customer's Office within 24 Hours.

v) Immediately after fumigation, the Service Provider should arrange inspection of the cargo by the officials of Plant Quarantine Station and obtain Phytosanitary Certificate after depositing necessary fees with them and submit us Phytosanitary Certificate within 48 Hours after the inspection is over.

vi) The Service Provider will have to co-ordinate with CRWC Office/Customer's office for timely arranging Fumigation & Phytosanitary Certificate.

The Service Provider will have to attend customer's for collecting required documents, as & when advised even before/after working hours and on holidays for which no extra charges will be paid.

Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the Job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.

The above terms & conditions are subject to addition/alteration by the CRWC at any point of time & at the discretion of the CRWC.

ii) International Inspection & Weighment Controller**REQUIREMENTS:**

Interested Bidders or their sister concern or associates should have Working experience as an International Inspection Service Provider for F.P. cotton bales/ other commodity. They should also have a foreign internationally recognized correspondent.

Job Details:

- i. The Service Provider shall supervise 100% weighment of export bound cotton bales of approved lots to be offered by our representative on beam scale/weigh bridge.
- ii) The Service Provider after the weighment is over, shall issue necessary weighment certificate in quadruplicate duly typed, signed and sealed.
- iii) The Service Provider shall carry out country damage inspection of the cotton bales at the time of weighment and give their report duly typed, signed and sealed in quadruplicate. If no damage is there, certificate should contain a mention about the same.
- iv) The Service Provider shall obtain relevant export documents from CCI's Office for preparing Certificate and submit the same.
- v) The Service Provider shall attend our nominated godown(s) as and when advised to carry out weighment and inspection of Country damage cotton bales and if required before and after normal office working hour.
- vi) The Service Provider will have to submit a jointly signed weight sheet on the same day of weight and their Certificate in quadruplicate along with original weight sheet at Customer's Office.
- vii) If necessary, the Service Provider will have to attend weighment everyday irrespective of any holiday whatsoever. No extra charges are payable for attending weighment on holiday or even before/beyond normal working hours.
- viii) The description of work mentioned above is illustrative and not exhaustive.
- ix) The above are subject to addition/alteration by the CRWC at the time of finalizing the bid or thereafter at any time.

Yours faithfully,
Sr. Manager (Commercial)

(TO BE FILLED IN BY THE BIDDER)

Check-List

APPENDIX-I

S. NO.	PARTICULARS	REMARKS	Page nos.
1.	Name & Address of the Bidder and email address:	Name: _____ Address for communication: _____ _____ Email id: _____	
2.	<p>The Tenderer should have experience of Transportation & Rake Handling. The Tenderer should have successfully completed at least one similar nature of works, stated above, of value not less than of Rs. 63.54 Lakhs i.e. 35% of the estimated cost of the tender during preceding five years up to date of submission of tender.</p> <p>Note: The Year for the purpose of experience will be taken as financial year (1st April to 31st March.)</p> <p>The experience certificate (in the proforma prescribed as enclosed) shall be produced from customers under their signature and stamp stating proof of satisfactory completion/running contract(s) besides duly certifying nature, period of contract and value of work handled. Remark: All certificate issued by concerned parties should contain at least above requisite information for considering experience as per terms of tender. In case of certificates issued by the private company / party it should be supported by TDS certificate.</p>	Submitted (Yes/No)	
3.	A certificate from the practicing CA for positive net worth certificate as on 31.03.2020.	Submitted (Yes/No)	
4.	The Tenderer should have authorized license from custom authority or their sister concern or associates must have such custom license and in that case they should be authorized by their such sister concern/associates to utilize their services for processing export documents in respect of cotton bales. In case, the parties are not having custom license of their own, an authorization letter from their sister concern/associates confirming association with the party and undertaking the responsibility for processing document on behalf of the party submitting the bid should be submitted along with the bid.	Submitted (Yes/No)	
5.	Phytosanitary and Fumigation: The Tenderer should have authorized license or their sister concern or associates must have such for Carrying out Fumigation and approved by Plant Quarantine & Fumigation Station, Dept, of Agriculture, Govt, of India and must be member of Indian Pest Control Association. In such cases, they should be authorized by their sister concern/associates to utilize their services for phytosanitary and fumigation.	Submitted (Yes/No)	
6.	The Bidder selected/ appointed, who does not have P.F code number/ESI registration/ Labour License are required to apply and get a P.F &ESI Registration and Labour License within one month from the respective P.F commissioner/ESI Authority/ Labour Authority from the date of joining the work and submit the copies of these documents within a month time.	P.F code number: _____ ESI reg. no. _____ Labour License No.:----- -----	
7.	Constitution of the firm, if the Bidder is not a sole proprietary concern, for partnership firm, a partnership deed, for a registered company its Memorandum of Association and Articles of Association should be submitted. Registered Labour Coop. Societies should furnish the proof of Registration with Registrar of Coop. Societies or Taluka Coop. Officer	In case Bidder is not a sole proprietary concern, Partnership deed is to be submitted.	

	along with bye laws , proof of area of operation and a resolution passed by the Society to participate in the quotation enquiry.		
8.	<p>The Tenderer should have achieved the minimum average turnover of Rs 54.46 Lakhs during the three (03) preceding financial year. The average turnover of preceding three financial year 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 year with the bid.</p> <p>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 year can be uploaded. Where the tenderer is not under statutory obligation to get his Accounts audited he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years.</p> <p>The audited balance sheet and profit & loss accounts are must in case of co-operative society & Ltd/ Pvt.Ltd. companies.</p>	Submitted (Yes/No)	
9.	<p>Power of attorney duly executed in favour of signatory, authorizing him to sign the Tender documents, in case the Bidder is not a sole proprietary concern. In case of Pvt. Ltd. Company a Resolution from the Board of Directors of the Company authorizing the signatory to sign the Tender.</p> <p>In case the Proprietor/Partner/Director of the Firm/Company participating in the Tender enquiry is/are common Proprietor/Partner/ Director of any other Firm/Company who have also submitted the Tender against the same advertisement, the said Proprietor/Partner/ Director has to furnish a self-certificate declaring that he is the Proprietor/Partner/Director of another Company (name of the Firm/ Company) participated in the Tender enquiry.</p>	Submitted (Yes/No)	
10.	<p>A self-certificate should be furnished certifying that the person including sole proprietor firm/partnership firm/corporate entity are not black listed in any central/state Govt.PSU etc. as on date of submission of Tender. The Bidder should also clearly disclose about the pendency of any court case in respect of his blacklisting and orders, if any, passed. The Bidders / Bidders those who are blacklisted by any Central / State Government PSU or local government department and autonomous body during last five years are liable to be summarily rejected. Any wrong declaration / concealment shall also result in disqualification of Tender.</p>	Submitted (Yes/No)	
11.	<p>A certified copy of PAN Card. a) PAN No.:</p>	Submitted (Yes/No)	
12.	A certified copy of PAN based GST Registration/Provisional ID Certificate	Submitted (Yes/No)	
13.	Net worth certificate as on 31.03.2020 (or on 31 st March of latest financial year for which accounts have been submitted)	Submitted (Yes/No)	
14.	Latest Documentary proof regarding filing of Goods and Service Tax return with the concerned Authority be submitted.	Submitted (Yes/No)	
15.	Registered under Small Scale Industrial Undertaking & Micro Small and Medium Enterprises (MSME).	Yes/ No Please enclose copy of certificate of registration.	
16.	Bid Security Declaration	Submitted (Yes/No)	

Place:
Date:

Signature of the Bidder
With seal capacity in which signing

APPENDIX-II

STAMP PAPER OF Rs. 100/-

AGREEMENT

The Central Railside Warehouse Company Ltd., having agreed to grant the contract of Service Provider for (i) Transportation & Rake handling (ii) Phytosanitary & Fumigation (iii) Weighment & Inspection of country damage cotton bales meant for export by rail road in response to the submission of online Tender by me/us on..... to the Sr. Manager (Commercial), Central Railside Warehouse Company Limited, Ground Floor, Supreme Court Metro Station Building, New Delhi-110001.

I/We..... am/are executing this agreement on and hereby confirm that I/We have thoroughly examined and understood the terms and conditions of the invitation of Tender bearing **CRWC-II/COTTON H&T & FUMIGATION BUSINESS/2020-21/****; dated: 10.02.2021** by Sr. Manager (Commercial) , CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED, Ground Floor, Supreme Court Metro Station Building, New Delhi-110001 for appointment of Service Provider in respect of receipts, dispatches, standardization and Ex-godown release etc. and also those of general and specific conditions of contract and its appendices and schedules and agree to abide by them. I/We am/are willingly undertaking the said work consequent on the approval of the Tender given to me/us by the Central Railside Warehouse Company Ltd., New Delhi at the rates mentioned in the schedule as annexed where to which forms part of this agreement, and as per terms and conditions of the Tender.

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

The agreement will remain in force for a period of Six Months with effect from..... The contract can be further extended for a period of 3 months or till the new contract is finalized whichever is earlier at the same rates, term and conditions at the discretion of CRWC.

(Service Provider)

For and on behalf of

(Capacity in which signing)

Central Railside Warehouse Company Ltd.,

Witness:

Witness:

1. _____
Name: _____

1. _____
Name: _____

Address: Designation:

2. _____

2. _____

Name: _____
Address: _____ Designation: _____

Name: _____

APPENDIX-III**PROFORMA FOR CUSTODY AND INDEMNITY BOND**

Whereas we have agreed to act your Service Provider for (i) Transportation & Rake handling (ii) Phytosanitary & Fumigation (iii) Weightment & Inspection of country damage cotton bales meant for export by rail from time to time and for their proper storage, handling, safe custody and delivery to various locations against valid delivery orders pursuant to the Agreement dated (herein after referred to as the said Agreement)

AND WHEREAS we have agreed to execute a Custody and Indemnity Bond in terms of the said Agreement for and in respect of the goods handled by us. We hereby declare and state as under:

1. Now by this custody and Indemnity Bond we hereby agreed and undertake that we shall keep and hold the goods from time to time under the said agreement and keep the same under safe custody and on your behalf and as your property in trust for you.
2. We shall be entirely responsible for the safe custody and protection of the said goods materials at our risk till the same are duly delivered/dispatched to your various customers OR as may be directed by you from time to time or any time and shall Indemnify you against any loss, damage, or deterioration suffered by you or shortages whatsoever in respect of said goods from time to time under said Agreement while the same remain in our custody. We further agree that the said goods shall at all time be open to inspection by any person authorized by you.
3. Should any loss or damage or deterioration or shortage occur or refund becomes due and receivable by you, we undertake to compensate or to pay or to refund the amount forthwith on demand, you shall be entitled to recover from us compensation for such loss or damage or deterioration or shortage without prejudice to any other remedies available to you by deduction from any sum which at any time hereinafter may become due to us either under aforesaid Agreement or any other Agreement (s). The amount so claimed by you shall be final and bindings upon us.
4. We further agree an affirm that you shall have the fullest liberty to vary any of the terms and conditions of the said Agreement without affecting any manner whatsoever our obligation under this Bond and we shall not be released from our liabilities under this bond by the exercise of your liberty to vary and/or modify the terms of the said Agreement or by reason of any time being given to us or any other forbearance or indulgence given to us or any other act or omission on your part.
5. We further agree and undertake that we shall not hypothecate and/or change and/or encumber in any manner whatsoever the said goods either in full or in part to any bank or Financial Institution or any Association or any company or firm as a security or otherwise.
6. We further agree and undertake that we shall not suffer any injunction and/or attachment and/or appointment of Receiver in respect of said goods either in full or in part.
7. And we further agree that this Bond shall remain in force till all the obligations under the said Agreement are fulfilled and you expressly discharge this Bond in writing otherwise the same shall remain valid and in full force.
8. This bond shall not be affected to any change in our constitution not shall it be affected by any change in your constitution or by any amalgamation or

Absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

Signed sealed and delivered byfor and on behalf of

MIs.....

WITNESS [In the presence of]

1. SIGNATURE

NAME: -----

ADDRESS.....

2. SIGNATURE

NAME:.....

ADDRESS.....

ACCEPTED FOR AND ON BEHALF OF CRWC LTD, DELHI

Appendix IV

Format for non-blacklisting certificate:

(To be submitted signed and stamped by authorized person on the letter head of the Bidder)

To

The Sr. Manager (Commercial)
Central Railside Warehouse Company Limited
New Delhi

CERTIFICATE:

This is to certify that _____ (Bidder) is/are not blacklisted by any Central/ State Govt., PSU or local self Govt, department and autonomous body during the last Five (05) years from the date of NIT. There is no pendency of any court case in respect of our blacklisting and orders, if any passed.

(Sign & Stamp)

M/S _____

Appendix V**Format for Turnover certificate:**

(To be submitted signed and stamped by authorized Chartered Accountant on their letter head in respect of those bidders who are not under statutory obligation to get their accounts audited)

To

(Bidder name and address)_____

CERTIFICATE:

This is to certify that annual gross turnover of M/s._____

_____ (Bidder) during Three (03) Financial years is as follows: -

S. No.	Financial Year	Total Turnover (in Rs. Lakhs)
1.		
2.		
3.		

(Sign & Stamp along with the
Membership number of
the Chartered Accountant/firm)

Appendix-VI**FORMAT OF BANK GUARANTEE BOND**

In consideration of the Central Railside Warehouse Company Ltd., New Delhi (hereinafter called the Company) having agreed to exempt M/s _____ [hereinafter called the said Second Party/Licensee] from the demand, under terms and conditions of an agreement dated _____ made between _____ & _____ for _____ hereinafter called the said agreement of appointing Service Provider for (i) Transportation & Rake handling (ii) Phytosanitary & Fumigation (iii) Weighment & Inspection of country damage cotton bales meant for export by rail 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 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 forbearance, act or omission on the part of the Company any indulgence by the Company to the said Second Party(s) or by any such matter or thing, whatsoever, which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Second Party(s).
6. This Bank Guarantee will remain operative not only for the entire period of the contract but also for a minimum period of Six Months 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

Appendix - VII

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 Service Provider for Transportation & Rake Handling and their performance was found satisfactory. The details of handling work carried by them are as under:-

Sl. No	Name of Client/ customer served	Nature of the work/ contract executed	<u>Contract Start date</u>	<u>Contract completion date (mentioned if work is in progress i.e. running contract)</u>	Product handled		Volume of work handled in MT/ Bales	Total value of work/ contract executed	Remarks
1									
2									
3									
		Grand Total							

Date:

Signature:

Name & Designation of signing authority

Seal of the Company/ Organization:

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

Appendix –VIII

Format of Net Worth Certificate

(To be submitted signed and stamped by authorized Chartered Accountant on their letter head)

To

(Bidder name and address) _____

CERTIFICATE:

This is to certify that the agency has a Net Worth of Rs. _____ (in words
.....) as on 31.03.2020
(or on 31st march of the latest financial year for which accounts have been submitted) .

(Sign & Stamp along with the

Membership number of

the Chartered Accountant/firm)

Appendix –IX**COMPLIANCE TO BID REQUIREMENT**

We hereby confirm that we have gone through and understood the Tender Documents and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum thereof (if any), issued by CRWC, without any deviation / exception / comments / assumptions.

We also confirm that we have quoted the rates without any condition and deviation. The Technical bid and price bid as required have been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the Tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

We further confirm that we have quoted our rates in our financial bid as per the conditions of the Tender Document and for all the items.

Signature of the bidder : _____

Name of the bidder : _____

(Stamp of the bidder)

NOTE: To be stamped and signed by the authorized signatory who is signing the Bid and submitted along with the Technical Bid.

Appendix –X**POWER OF ATTORNEY**

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

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

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

(In H&T Tenders in the case of Consortium/ Joint Venture)

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

Dated this the _____ day of _____ 20

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

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

Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1 :

Name:

Address:

Occupation:

Notes:

Witness 2:

Name:

Address:

Occupation:

-In case the Firm/ Company is a Member of a Consortium/ JV, the authorized signatory has to be the one employed by the Lead Member.

-The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

-Power of Attorney is to be attested by Notary.

Appendix –XI

PRICE BID								
					Border of destination Benapole, Bangladesh (By Rail)	Qty	Banga Bandhu West Bangladesh (By Rail)	Qty
		STATE	BRANCH	PARTICULARS	Rs per bale	Number of Bale	Rs per bale	Number of Bale
1	SERVICE PROVIDER FOR (I) TRANSPORTATION & RAKE HANDLING (II) PHYTOSANITARY & FUMIGATION (III) WEIGHMENT & INSPECTION OF COUNTRY DAMAGE COTTON BALES MEANT FOR EXPORT BY RAIL AS MENTIONED IN THE TENDER TERMS	MAHARASHTRA	AKOLA	All the storage places nearest to the purchase centre under the branch.		1		1
2			AURANGABAD			1		1
3		ORISSA	RAYAGADA	All the storage places located nearest to the purchase centre under the branch.		1		1
4		GUJARAT	RAJKOT	All the storage places located nearest to the purchase centre under the branch.		1		1
5			AHMEDABAD			1		1
6		TELANGANA	MAHABUBNAGAR	All the storage places located nearest to the purchase centre under the branch.		1		1
7			ADILBAD			1		1
8			WARANGAL			1		1
9		ANDHRA PRADESH	GUNTUR	All the storage places located nearest to the purchase centre under the branch.		1		1
10		MADHYA PRADESH	INDORE	All the storage places located nearest to the purchase centre under the branch.		1		1
11		KARNATAKA	HUBLI	All the storage places located nearest to the purchase centre under the branch.		1		1
1	Total				A	B	C	D
2	TOTAL CONTRACT VALUE (A X B) + (C X D)							
L1 will be selected on the basis of the lowest TOTAL CONTRACT VALUE received.								
However L1 will be required to match individual lowest rate as received against each location.								

List of Centres											
S.No.	Ahmedabad	Rajkot	Aurangabad	Akola	Indore	Rayagada	Adilabad	Warangal	Mahabubnagar	Guntur	Hubli
1	Bavla	Amreli	Akhadabalapur	Akot	Anjad	Bolangir	Adilabad-A	Athmakur	Achampet	A. Konduru	Annigeri
2	Becharaji	Anjar	Ambejogai	Ansing	Barwaha	Gunupur	Adilabad-B	Bejjanki	Alampur	Adoni	Bailhongal
3	Bodeli	Babra	Badnapur	Barshi Takli	Bhikangaon	Jogimundra	Asifabad	Bhadrachalam	Aleru	Chilakaluripet	Bellary
4	Dabhoi	Botad	Basmat	Bhadrawati	Burhanpur	Kantabanji	Bela	Burgampadu	Amangal	Gampalagudem	Bijapur
5	Dehgam	Chotila	Beed	Chikhli	Dhamnod	Karlapada	Bellampally	Cheryal	Badepally/ Jadcherla	Guntur	Chitradurga
6	Dhandhuka	Chuda	Bhokardan	Darwaha	Gandhwani	Kesinga	Bhainsa	Chinnakodur	Bhongir	Inkollu	Devadurga
7	Dholka	Dhasa	Bhusaval	Deoli	Jhabua	Rayagada	Boath	Chityal	Chandur	Jangareddygudem	Dharwad
8	Handod	Dhoraji	Biloli	Dhamangao n	Jobat	Birmaharajpur	Chennur	Choppadandi	Chevella	Kanchikacharla	Gadag
9	Harij	Dhragandhra	Bodwad	Ghatanji	Khandwa	Digapahandi	Echoda	Doultabad	Chityal	Kirlampudi	Gulbarga
10	Himatnagar	Gadhada	Bori	Hinganghat	Khargone	Junagarh (Uchhala)	Indaram	Enkoor	Choutuppal	Krosur	Haveri
11	Idar	Gariyadhar	Chalisingaon	Hiwarkhed	Khetia	Khariaroad	Indervelly	Gajwel	Devarkadra	Kukunur	Hubli
12	Kadi	Gondal	Chopada	Kalmeshwa r	Kukshi	Padampur	Jainoor	Gangadhara	Gadwal	Macherla	Jewargi
13	Kaledia	Halwad	Dharmabad	Kapsi, Nimbi, Kanshivani (M/F), Apatapa, Borgaon, Chikhalgao n	Pandurna	Paralakhemundi	Kadam	Ghanpur	Ibrahimpattanam	Markapuram	Laxmeshwar
14	Kapadwanj	Jam-Jodhpur	Dondaicha	Khairi	Petlawad		Kondapally	Gopalraopet	Kalwakurthy	Mylavaram	Mysore
15	Karjan	Jamkandorna	Erandol	Khamgaon	Sausar		Kubeer	Husnabad	Kotipally	Nadikudi	Navalqund
16	Kosindra	Jamnagar	Gangapur	Kharangana	Selana		Luxittipet	Huzurabad	Mahbubnagar	Nandigama	Raichur
17	Mandal	Jasdan	Georai	Korpana	Sendhwa		Madnoor	Huzurnagar	Mall	Nandyal	Ranebennur
18	Mansa	Jetpur	Ghansawangi	Malkapur	Singhana		Mancherial	Jammikunta	Mallepally	Narasaraopet	Shahpur
19	Naswedi	Kalavad	Jalgaon	Mangrulpir	Thandla		Neradigonda	Jangaon	Miryalaguda	P.N.Padu	Sindagi
20	Nizar	Khambha	Jalna	Maregaon/ Mardi	Bagod		Nirmal	Jogipet	Mothkur	Phirangipuram	Sindhanur
21	Palej	Kotda-Sangani	Jamner	Mukutban	Karhi		Pochera	Kamanpur	Nagarkurnool	Piduguralla	Sirguppa
22	Pavi Jetpur	Kuvadava	Jawlabazar	Murtizapur	Kasrawad		Sarangpur	Karimnagar	Nakrekal	Pittapuram	Soundatti
23	Sinor	Lakhtar	Jintur	Nandura	Sanawad		Sonala	Kataram	Nalgonda	Sattenapalli	Yadgiri
24	Vadali	Limbdi	Kada	Narkhed	Bakaner		Wankidi	Kasamudram	Narayanpela	Tadikonda	
25	Valia	Mahuva	Kaij	Pandharkawa da	Dharampuri		Narnoor	Khammam	Parigi	Yemiganur	
26	Vijapur	Manavadar	Kille Dharur	Paras			Koutala	Kodakandla	Shadnagar	Jaggiahpet	
27	Viramgam	Morbi (Tankara)	Kinwat	Patur				Kondapaka	Tandur	Parchur	

28	Visnagar	Muli	Kuntur	Rajura				Kothagudem	Valigonda	Rajam	
29	Bhabhar	Palitana	Lasur	Ralegaon				Madhira	Vikarabad	Salur	
30	Gambhoi	Rajkot	Mantha	Rohana				Mahabubabad		Tadipatri	
31	Sathamba	Rajula	Manvet	Seloo				Mulugu			
32	Bahadarpur	Savarkundla	Nanded	Sindhi Rly.				Narsampet			
33	Golgamandi	Shapar	Nandurbar	Sindola				Nekkonda			
34		Talaja	Navapur	Wadhona Bajar				Nelakondaplli			
35		Una	Naygaon	Wani				Papannapet			
36		Upleta	Pachod	Waygaon				Parkal			
37		Wadhavan	Pachora (Bhadgaon)	Talegaon				Peddapalli			
38		Wankaner	Pahur	Dhanora				Raikode			
39		Dhrol	Partur	Kandli				Rayaparthi			
40		Mandvi	Pathari					Sadashivapet			
41		Poarbandar	Purna					Siddipet			
42			Raver					Sulthanabad			
43			Selu					Suryapet			
44			Sahada					Thirumalagiri			
45			Shendurni					Thogutta			
46			Shevgaon					Torrur			
47			Shirpur					Vatpally			
48			Sonpeth					Velgatoor			
49			Tadkalas					Vemulawada			
50			Vijapur					Warangal-A			
51			Ethlapur					Warangal-B			
52								Wyra			
53								Yellandu			
54								Manthani			
55								Norayanakhed			
56								Zaheerabad			

Appendix-XII

BID SECURITY DECLARATION

We hereby confirm that I/We accept that if I/We withdraw or modify My/Our bids during period of validity etc., I/We would be suspended for five (05) years from the date of NIT by CRWC, without any deviation / exception / comments / assumptions.

Signature of the bidder : _____

Name of the bidder : _____

(Stamp of the bidder)

NOTE: To be stamped and signed by the authorized signatory who is signing the Bid and submitted along with the Technical Bid.