

# Empanelment of Software Solution Providing Agency(s)



Central Railside Warehouse Company Ltd.,  
Ground floor, Pragati Maidan Metro Station Building,  
New Delhi - 110001

## SECTION I - INVITATION TO EMPANELMENT

- I. Central Rail Side Warehouse Company (CRWC), under Ministry of Consumer Affairs food and public distribution, invites EOIs for empanelment of reputed and eligible '**Software Solution providing Agency(s)**' for extending Application Development, Hosting and IT Support services to CRWC.
- II. The background, objectives and Scope of Work (SOW) to be accomplished by the empanelled Agency(s) are provided in the subsequent sections of this document. Agency(s) may take note of the same before applying.
- III. This Expression of Interest (EOI) for Empanelment document is not a Request for Proposal (RFP) in any form and would not be binding on the CRWC in any manner whatsoever.
- IV. To be considered for empanelment, the process Agency(s) should submit their proposal in accordance with the requirements with terms and conditions of EOI.
- V. Some of the crucial information on the process of invitation of EOI for empanelment is given in the **Schedule 1** below.
- VI. CRWC reserves the right to update, amend and supplement the information in this document including the evaluation process before the last date and time of receipt of EOI's.
- VII. This document is non-transferable.

**Note:** *The Agencies which are already empaneled with CRWC [Through EOI No. CRWC-VII/CO empanelment/2017-18/2003, dated: 22.09.2017], need not to apply again.*

**Schedule 1: Important Information****Table 1: Schedule 1**

<b>Sr No.</b>	<b>Item</b>	<b>Details</b>
1	Name of Work	Empanelment of Software Solution Providing Agency(s)
2	Addressee and address at which the EOI is to be submitted	Central Rail Side Warehouse Company Ltd. Ground floor, Pragati Maidan Metro Station Building, New Delhi-110001.
3	Website address from where EOI can be downloaded	<a href="https://www.crowc.in">https://www.crowc.in</a> , <a href="http://cewacor.nic.in">http://cewacor.nic.in</a> , <a href="https://www.tenderhome.com/cwc.php3">https://www.tenderhome.com/cwc.php3</a> <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>
4	Date of publishing of the Expression of Interest (EOI) document.	07.08.2019 at 17:00 Hrs
5	Start date & time for Downloading of EOI	07.08.2019 from 17:00 Hrs
6	Last date for EOI Submission	28.08.2019 (up to 15.00 Hrs)
7	Place, date and time of opening of EOI.	Place: Central Rail side Warehouse Company Ltd., New Delhi-110001. Date: 28.08.2019, Time:15:30 Hrs
8	EOI validity period	90 days from the EOI opening date
9	Empanelment Period	Up to 03.12.2020 from the date of empanelment.
10	Address for correspondence	Deputy General Manager (LOM), Central Railside Warehouse Company Limited, Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001. Email ID: <a href="mailto:dgm lom@crowc.in">dgm lom@crowc.in</a> , <a href="mailto:mit@crowc.in">mit@crowc.in</a>
11	<b>NEFT/RTGS details of CRWC</b>	<b>Bank Name</b> : PUNJAB NATIONAL BANK (PNB) <b>Branch Address</b> : Khan Market , NEW DELHI – 110003 <b>Account No</b> : 0159000126597447 <b>RTGS/NEFT IFSC Code</b> : PUNB0014900

(Yatin K. Patel)  
DGM (LOM)

## **SECTION II - BACKGROUND AND OBJECTIVES**

### **BACKGROUND**

It is important to understand the business of CRWC to design and development software applications. Though the CRWC approved business blueprint which will be designed by the bidder to whom work will be awarded will be the final document to develop the application but at the same time it would also important to understand major source of business and operation process of CRWC while quoting or at the time of submission of bid as well for technical presentation as it is part of the technical bid evaluation process.

CRWC has been incorporated under the Companies Act, 1956 and is an ISO certified company working under the administrative control of Ministry of Consumer Affairs, Food and Public Distribution. Its main objects are;

- a) To plan develop, promote, acquire and operate Railside Warehousing Complexes (RWC's)/ Terminals/ Multimodal Logistic Hub on land leased from Railways or acquired otherwise.
- b) To promote and provide seamless supply chain services by rail based logistics across pan India.
- c) To carry on the business of multimodal transport operations and aggregation/disaggregation of cargo both for domestic movement in India and abroad.
- d) To provide seamless supply chain services by using rail based logistics across pan India.

CRWC is having state-of-the-art warehousing facilities and competitive modes of handling & transportation facilities of cargo, CRWC also provides storing facility for rail and road borne cargos received from different clients across all over India. However major source of revenue is coming from rail borne cargos.

### **OBJECTIVES**

- The objective of the empanelment of 'Software solution providing Agency(s)' would be to design and develop the software solutions, provide hosting (if required by CRWC) for various software applications pertaining to the project/assignment specific requirement of CRWC.
- The broad scope of the empanelment exercise is to identify a group of software solutions providers who will facilitate CRWC to gather the user requirement as well as extend the design, development, deployment and maintenance of application software for any ongoing as well as new projects undertaken by CRWC. If required, representative of CRWC may visit development site during any stage of project execution (Information gathering/Development/Testing/Deployment/hosting/ Post implementation support etc).

### **SECTION III - SCOPE OF WORK**

The overall scope of work of the Software solution providing Agency(s) would be as follows:

➤ Development Stage

The empanelled 'Software solution providing Agency(s)' would be required to develop applications to execute the solution for projects/assignment specific applications for CRWC.

During the development of software applications for the specific projects/assignments, the empanelled Software solution providing Agency(s) should primarily deliver (but not limited to) the following:

- Functional/Software Requirement Specification
- Hardware Requirement Specification
- Source code
- Complete documentation in the form of system and user manuals

When engaged by the CRWC for development of applications for various projects/assignments undertaken by CRWC, the empanelled Agency(s) should apart from providing the deliverables would also assist in other assigned work allotted by CRWC.

➤ Deployment Stage

The empanelled Software solution providing Agency(s) would be required to

- Go Live
- Full implementation of the application software
- Hosting Facility, if required by CRWC
- Provide pre/post implementation support including defect liability period
- Application and process Training along with user manual

### **SECTION IV – INSTRUCTIONS TO AGENCY(S)**

#### **ELIGIBILITY CRITERIA**

**1. Constitution of the Firm:**

1.1 The bidder who are the constituents of a Firm, Company, Association/or Society must enclose attested copies of the constitution of their Firm/Company/Association or Society and power of attorney.

1.2 If the EOI is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address.

1.3 If the EOI is submitted by a firm in partnership, it shall be signed by all partners of the firm above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the EOI, in which case the certified copy of the Power of Attorney shall accompany the EOI document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the EOI document.

1.4 If a Limited Company submits the EOI, it shall be signed by its Managing Director or the duly authorized person holding the Power of Attorney for signing the EOI in which case a

certified copy of the Power of Attorney shall accompany the EOI document. Such Limited Company will be required to furnish satisfactory evidence such as a copy of Memorandum and Articles of Association.

1.5 The cancellation of any documents such as Power of Attorney, Partnership Deed etc. shall forthwith be communicated to CRWC in writing, failing which CRWC shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.

1.6 CRWC may recognize changes in Power of Attorney and related documents mentioned in sub-para 1.1 after obtaining proper legal advice, cost of which will be chargeable to the bidder.

2. The agency should be operating in the field of Software development and software solutions.

3. The agency with an annual turnover/ revenue of Rs. 5 crore or more each year consecutively for the past three Financial Years 2018-19, 2017-18 and 2016-17. A copy of the Income Expenditure or Profit & Loss Statement, Balance Sheet, clearly specifying turnover/revenue, of the company for the financial year 2018-19, 2017-18 and 2016-17 duly certified by Chartered Accountant may be enclosed as proof for the turnover/revenue.

4. Income Tax Return filed during last three Financial Years 2017-18, 2016-17, 2015-2016.

5. The agencies must have themselves developed and implemented at least five different software development projects (eg. design and development of website/Intranet/ HRMS/Payroll/ Warehouse Management System/Inventory Management System etc.) for Central or State Govt., PSU or reputed private agencies or Firms as on date of submission of EOI in preceding seven years or from the year of inception of agency/firm which ever is later.

6. A valid ISO 9001 certification, valid ISO 27001 certification , valid CMMI Certification (refer empanelment criteria - table 2).

7. The agency should be registered with the GST department and carry a valid GSTIN No.

8. Agency Should have valid PAN issued by Income Tax Authority.

9. A self attested certificate that the company has not been blacklisted by an authorized agency of the State/Central Government/PSU and there have been no litigations with any PSU/State/Central Agency during the last five (05) years from the date of EOI.(Format enclosed in Appendix-I)

10. The organisation must have minimum 30 employees involved in Software development, Testing, Deployment and support as on date of submission of EOI.

11. The Agency/Firm should have operational software development/support centre within Delhi NCR.

**In order for their EOIs to be considered, the Agencies are requested to submit documents for each of the above clauses signed and stamped by the authorized signatory.**

## EOI SUBMISSION PROCESS

### 1. SUBMISSION OF EOI

a. Agencies are advised to study the EOI Document carefully. Submission of the EOI will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the EOI document with full understanding of its implications. EOIs not complying with all the given clauses in this EOI document are liable to be rejected. Failure to furnish all information required in the EOI Document or submission of an EOI not substantially responsive to the EOI document in all respects will be at the agency's risk and may result in the rejection of the EOI.

b. All the EOIs must be valid for a period of 90 days from the date of EOI opening for placing the initial order. If necessary, CRWC will seek extension in the EOI validity period beyond 90 days. The Agency(s), not agreeing for such extensions will be allowed to withdraw their EOIs.

c. Detailed EOI has to be submitted in a sealed envelope superscripted "**Empanelment of Software Solution Providing Agency(s)**" on or before **28.08.2019** up to **15:00 Hrs**. The EOI download and **submission will start from 07.08.2019 at 17:00 Hrs** onwards. For any query related to EOI document, the agency either visit CRWC corporate office at New Delhi / can call IT Department on 011-23480174/138, on or before **21.08.2019 at 18:00** HRS.

The envelope should be addressed to DGM LOM, CRWC and submitted at CRWC, New Delhi before the due date and time specified. **No extension on the specified submission schedule will be entertained.**

d. CRWC will not be responsible for any delay on the part of agencies in downloading the EOI document or submission of EOI documents before the due date and time of submission.

e. The EOI submitted by telex/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.

f. The agencies will bear all costs associated with the preparation and submission of their EOIs. CRWC will, in no case, be responsible or liable for those costs, regardless of the outcome of the empanelment EOI submission process.

g. In case terms and conditions of the EOI document are not acceptable to any agency, they should clearly specify the deviations in their EOIs

h. **Conditions for EOIs sent by Post/Courier:** The EOI may also be sent by post/courier to reach before the scheduled date and time as indicated above.

e. **Essential Conditions:** The following are essential conditions to be followed for the EOI sent by post, failing which the EOI may not be opened and not considered or may be treated invalid:

- i. EOI should be preferably sent by Speed Post or Registered Post if it is not possible to deposit the EOI in the specified EOI Box.
- ii. EOI should be sent only to the address as given above.

- iii. EOI should be super scribed as "Empanelment of Software Solution Providing Agency(s)". The bidder has to necessarily super scribe the envelope, failing which the EOI may not be considered and may remain unopened, or be opened with some other tender or may be accidentally opened before due date rendering it to be treated invalid as per the discretion of CRWC.
- iv. CRWC takes no responsibility for any EOI not reaching in time.
- v. CRWC takes no responsibility for EOIs received in torn, opened or mutilated conditions. Such EOIs may not be accepted at all and are liable for rejection.
- vi. It is, therefore, advised that prospective bidders should deposit the EOI directly in the EOI box to avoid any delay in submission of the EOI or to avoid any tearing /accidental opening during sending by post. EOI, which are not super scribed or which are not addressed properly, are liable to be not considered.

## 2. LAST DATE FOR SUBMISSION OF EOIs

- a. Detailed EOI has to be submitted in a sealed envelope superscripted "**Empanelment of Software Solution Providing Agency(s)**" on or before **28.08.2019 at 15:00 Hrs.**
- b. EOIs, complete in all respects, must be submitted by the due date and time as per the submission process given in this EOI document. In the event of the specified date for the submission of EOI is a declared holiday, the EOIs can be submitted up to the given time on the next working day for which CRWC will make necessary provisions.
- c. CRWC may, at its own discretion, extend the date for submission of EOIs. In such case all rights and obligations of CRWC and the Agencies will be applicable to the extended time frame.
- d. At any time prior to the last date for receipt of EOIs, CRWC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify the EOI Document by an amendment. The amendment will be notified on CRWC's website <https://www.crwc.in>, <http://cewacor.nic.in>, <https://www.tenderhome.com/cwc.php3> as well as on e-procurement portal <https://eprocure.gov.in> and should be taken into consideration by the prospective agencies while preparing their EOIs.
- e. In order to give prospective agencies reasonable time to take the amendment into account in preparing their EOIs, CRWC may, at its discretion, extend the last date for the receipt of EOIs. No EOI may be modified subsequent to the last date for receipt of EOIs. No EOI may be withdrawn in the interval between the last date for receipt of EOIs and the expiry of the EOI validity period specified by the agency in the EOI.

## 3. OPENING OF EOI

CRWC will convene the EOI opening session on duly notified date viz. 28.08.2019 at 15:30 Hrs, where one representative from the agencies, who have successfully submitted the EOI, can participate. Representative from each agency can remain present during the EOIs opening process.

The EOIs will then be passed on to a duly constituted Technical Evaluation Committee (TEC).



#### **4. EVALUATION OF EOI**

- a. When deemed necessary, CRWC may seek clarifications on any aspect of the EOI from the agency(s). However, that would not entitle the agency to change or cause any change in the substance of the EOI submitted. This would also not mean that their EOI has been accepted.
- c. Any effort by an agency to influence CRWC's EOI evaluation, EOI comparison or contract award decisions may result in the rejection of the agency's EOI.
- d. CRWC reserves the right to accept any EOI, and to cancel/abort the EOI process and reject all EOIs at any time prior to award of Contract, without thereby incurring any liability to the affected agencies or agencies and of any obligation to inform the affected agencies of the grounds for CRWC's action and without assigning any reasons.
- e. CRWC also reserves the right to float a fresh EOI any time during the currency of empanelment of this EOI without assigning any reason.

#### **TECHNICAL EVALUATION**

The EOIs will be evaluated by a duly constituted Technical Evaluation Committee (TEC). The first process for the TEC is to examine the eligibility of the agencies as per the EOI specifications. EOIs, not satisfying the eligibility criteria will be rejected. However, the TEC reserves the right to call for additional information from the agencies to fully establish their eligibility. The Empanelment criteria shall be based on the following: -

CRWC will evaluate the agencies for short listing, based on weightage assigned to each of the empanelment criteria. CRWC will short list all the agencies who secure the 60% Marks [i.e. minimum required marks] and prepare a merit list.

- a. The minimum qualifying marks for each criterion specified in the Empanelment Criteria (Table 2) is 60%.
- b. Subsequently, CRWC would examine the technical details and may ask for additional information and may call the eligible agencies for a technical presentation of the projects handled by them and quoted in their EOIs.
- c. The time limit, in which the agencies' have to submit the additional information or present their projects, will be decided by the CRWC and its decision will be final in this regard.
- d. Agencies failing to adhere to the specified time limit will not be considered for further evaluation.

**Table 2 Empanelment Criteria**

SN.	Criteria	Scoring matrix	Maximum Marks	Remarks
A.	Annual turnover/ revenue in INR in each financial year 2018-19, 2017-18 and 2016-17.	<p>- Rs 15 Crore and above: 20 Marks</p> <p>-Equal to or greater than Rs 10 Crore &amp; Less than Rs 15 Crore: 16 Marks</p> <p>- Equal to or greater than Rs 5 Crore &amp; Less than Rs 10 Crore : 12 marks</p> <p>-Less Than 5 Crore: No mark</p>	20	<p>(Documentary evidence to be provided)</p> <p>Evaluation of marks will be done for each financial year (annual turnover must be greater than or equal to 5 crores in each financial year) and then average of the sum of marks of these three financial years will be calculated.</p>
B.	Number of Employees involved in Software Development, Testing & Deployment and support as on date of Submission of EOI	<p>- 40 and above Employees: <b>20 marks</b></p> <p>-Equal to or greater than 35 &amp; Less than 40 Employees: <b>16 Marks</b></p> <p>-Equal to or greater than 30 &amp; Less than 35 Employees: <b>12 Marks</b></p> <p>-Less than 30 Employees: <b>No marks</b></p>	20	(Documentary evidence to be provided)
C.	Valid CMMI level, ISO 27001, ISO 9001 Certificates	<p>-CMMI level 3/5, ISO 27001 &amp; ISO 9001: <b>20 Marks</b></p> <p>- CMMI level 3/5: <b>8 Marks</b></p> <p>- ISO 27001: <b>6 Marks</b></p> <p>- ISO 9001: <b>6 Marks</b></p> <p>- No certification: <b>No marks</b></p>	20	(Documentary evidence to be provided)
D.	Agency/Firm has an operational software development/support centre within Delhi NCR	<p>- If an operational software Development/support centre within Delhi NCR – <b>20 Marks</b></p> <p>-If does not have Operational software development/support centre within Delhi NCR -<b>No Marks</b></p>	20	(Documentary evidence to be provided)

<p>E.</p>	<p>Experience of having successfully executed different software development projects (eg. design and development of website/Intranet/HRMS/Payroll/warehouse management system/inventory management system etc.) for Government /PSU or reputed private agencies or Firms as on date of submission of EOI in preceding seven years or from the year of inception of agency/firm whichever is later.</p>	<p>-Experience of delivering 15 or more projects : <b>20 Marks</b></p> <p>Experience of delivering more than or equal to 10 and less than 15 projects : <b>16 Marks</b></p> <p>-Experience of delivering more than or equal to 5 and less than 10 projects : <b>12 Marks</b></p> <p>-Experience of delivering less than 5 projects : <b>No Marks</b></p>	<p>20</p>	<p>(Documentary evidence to be provided)</p>
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**SECURITY**

- a. The empanelled agency and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of CRWC or its clients without the prior written consent of CRWC.
- b. The agency will ensure that no information about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise.
- c. The agency working on CRWC project can't claim any rights on the work performed by them. CRWC will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.

**INDEMNITY**

- a. The empanelled agency will indemnify CRWC of all legal obligations of its professionals deployed for CRWC projects.
- d. CRWC stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this EOI's empanelment and also for any damages or compensation due to any dispute between the agency and its staff.

**SECTION V – GENERAL TERMS & CONDITIONS**

The selected agency will not, without CRWC's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of CRWC in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only so far as may be necessary for purposes of such performance.

- a. The selected agency will not outsource the work (*Software Development, Testing, Deployment and Support*) to any other associate/franchisee/third party under any circumstances. If it so happens then CRWC will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (*including the ones submitted for other work orders*) and termination of the Contract for default.
- b. CRWC may by written notice sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for CRWC's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. CRWC reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- c. In the event of the agency's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with CRWC, should be passed on for compliance by the new company / new division in the negotiation for their transfer.

- d. All panel agencies automatically agree with CRWC for honoring all aspects of fair-trade practices in executing the work orders placed by CRWC.
- e. The Technical support to the project will be provided throughout the country and the period for which the support is required will be indicated by CRWC from time to time.
- f. The short-listed agency shall comprise a number of top agencies in the merit list based on marks obtained in empanelment criteria-Table 2 for empanelled Software Development. The total number of agencies in the empanelment shall be at the sole discretion of CRWC. The empanelment will be initially for up to the 03.12.2020, which can be extended through mutual consent and the approval of competent authority of CRWC for a further period of two years. Irrespective of the initial/extended period, the empanelment will be deemed to be operative until the closure of the assigned projects.
- g. All the empaneled agencies would submit an undertaking that the software developed by their professionals for CRWC projects wouldn't be used by them for any other purpose.
- h. The Copyright of the developed software would remain with CRWC and/or the respective user organization (client) as the case may be.
- i. The service has to be provided anywhere in India.
- j. The EOI document can be downloaded from CRWC, CWC, Tenderhome & Govt. e-procurement portal/website. Their respective website/tender portals are <https://www.crwc.in>, <http://cewacor.nic.in>, <https://www.tenderhome.com/cwc.php3>, and <https://eprocure.gov.in>.
- k. Software solutions which come under the project/assignment specific requirement will be implemented by undertaking a limited tender within the empanelled solutions providers. All techno-commercial bids (Technical & Financial) will be evaluated by the constituted committee nominated by CRWC. Qualified bidder among the entire empanelled solution providers may be awarded the work by CRWC.
- l. CRWC at all-time reserves the right to decide on the procurement of the desired IT Services through various procurement modes like open tender, limited tender, tendering within empanelled firms, or from firms with whom it has a rate contract or in any manner that it deems fit and in the interest of CRWC.
- m. The bidder should furnish proof of fulfillment of empanelment criteria and self attested copies of credentials along with the bid.
- n. Submission of false, dubious, forged or tampered documents by the bidder shall lead to the disqualification of the bidder and action as deemed fit by the CRWC shall be taken against such erring bidder.
- o. The EOI will remain open for acceptance for 90 days inclusive of date of EOI opening.
- p. Conditional EOI shall be summarily rejected.

q. If any EOI is withdrawn, modified or any change is made during the period of validity of the EOI before its acceptance, the EOI be summarily rejected.

r. **Empanelment Letters:**

CRWC shall issue the empanelment letters to only successfully qualified Software Solution Providing Agency(s).

## **TERMINATION FOR INSOLVENCY & DEFAULT**

### **Termination for Insolvency**

CRWC may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

### **Termination for default**

Default is said to have occurred: -

- (1) if the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by CRWC.
- (2) If the agency fails to perform any other obligation(s) under the contract/work order.

If the agency, in either of the above circumstances, does not take remedial steps within period of 30 days after receipt of the default notice from CRWC (or takes longer period in spite of what CRWC may authorize in writing), CRWC may terminate the contract / work order in whole or in part. In addition to above, CRWC may at its discretion also take the following actions.

- o CRWC may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate CRWC for any extra expenditure involved towards support service to complete the scope of work totally.
- o CRWC can ask for delivery of source code at any time of project duration, which can't be denied by the empanelled agency. This alone can be the reasons for termination.

## **FORCE MAJEURE**

a. Force majeure clause will mean and be limited to the following in the execution of the contract / purchase orders placed by CRWC: -

- War / hostilities.
- Riot or Civil commotion.
- Earthquake, flood, tempest, lightning or other natural physical disaster.
- Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.

b. The agency will advise CRWC in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, CRWC reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

**ARBITRATION**

CRWC and the agency/vendor will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute will be referred to the sole arbitration of some other person appointed by the M.D, CRWC, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of CRWC and that he had to deal with the matters to which the contract relates and that in the course of his duties as such, he had expressed views on all or any of the matters in dispute or difference, the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

**APPLICABLE LAW**

The work order will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

**SECTION VI - STANDARD FORMS**

**FORM-1: EOI SUBMISSION FORM**

*(To be submitted on the letter head of the Agency(s))*

To:  
Sh. Yatin K. Patel (DGM-LOM)  
Central Railside Warehouse Company Ltd.  
Ground Floor, Pragati Maidan Metro Station Building,  
New Delhi-110001.  
Phone: 011-23480174

**Subject:** Submission of the Expression of Interest (EOI) for empanelment with CRWC for providing Software solutions for CRWC assignments/project.

Dear Sir,

We, the undersigned, offer to provide Software solutions to CRWC in accordance with your Expression of Interest (EOI) for Empanelment dated 07.08.2019. We are hereby submitting our Expression of Interest (EOI).

We hereby declare that all the information and statements made in this Expression of Interest (EOI) are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the EOI document. We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



**FORM- 2 (A): AGENCY PROFILE - Financial Competence**

- a) Name of the Agency: \_\_\_\_\_
- b) Incorporated as \_\_\_\_\_ in year \_\_\_\_\_ at \_\_\_\_\_

(State Registered Firm, Co-operative Society or Partnership Firm etc)

**c) Agency profile (\*)**

Agency Registered Address: \_\_\_\_\_ Name of the top executive with designation: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
 GSTIN No.: \_\_\_\_\_ Mobile: \_\_\_\_\_  
 PAN: \_\_\_\_\_ Email: \_\_\_\_\_

- d) Annual turnover/ revenue of the agency in INR for last three financial years 2016-17, 2017-18 and 2018-19)

Financial Year	Total Turnover/ revenue
	Figures': (In Rs. Crores/Lakh)
<b>FY: 2016-17</b>	
<b>FY: 2017-18</b>	
<b>FY: 2018-19</b>	

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Consolidated Audited Annual Reports/Financial Statements (income expenditure or profit & loss statement, balance sheet) for above mentioned three financial years have to be provided as proof for firm's turnover/revenue.

**FORM- 3: RELEVANT EXPERIENCE - Professional/Practical Competence**

a) Please specify five different software development projects developed and successfully completed by your firm (Details to be submitted below). Please attach separate sheet for each project and submit unambiguous **work orders & satisfactory completion certificates from the clients.**

S. No.	Description	Details
1.	Name of the Client with address	
2.	Project Name and summary (5 lines)	
3.	Project Start Date – Month/Year	
4.	Project Completion Date – Month/Year	
5.	Project Cost – (In Rs. Lakhs)	
6.	Whether the project is still operational (Yes/No)	
7.	Name of the Client's Contact person with phone number	

Authorized Signature [In full and Initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** Supporting documents (Work order and Completion certificate issued by client in support of the above may be furnished with page numbers indicated in the index. In case of ongoing project provide a letter from client certifying the same, in place of completion certificate. Please use separate sheets wherever necessary.

**Appendix-I**

***Format for non-blacklisting certificate:***

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

To

The **DGM (LOM)**

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 EOI. There is no pendency of any court case in respect of our blacklisting and orders, if any passed.

*(Sign & Stamp)*

M/S \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ANNEXURE-I: CHECKLIST****Checklist for Technical Eligibility Criteria**

SL. No.	Empanelment criteria	Supporting documents (Signed & Stamped by authorized signatory)	Compliance (Yes / No)	Page No.
1	Constitution of Firm	Refer SECTION IV – INSTRUCTIONS TO AGENCY(S) Clause 1.		
2	Annual turnover/ revenue in last three financial years (2018-19, 2017-18 and 2016-17).	Copy of Audited Annual Financial Statements (Income Expenditure or Profit & Loss Statement, Balance Sheet) for the Financial Years 2018-19, 2017-18 and 2016-17, Certified by Chartered Accountant.		
3	Income Tax Return filed during last three Financial Years 2017-18, 2016-17, 2015-2016.	Copy of ITR acknowledgement		
4	The Agency(s) should be operating in the field of Software development/software solutions and completed at least five different software development projects (eg. design and development of website /Intranet /HRMS/Payroll/warehouse management system/inventory management system etc.) for Central or State Govt., PSU or reputed private agencies or Firms as on date of submission of EOI in preceeding seven years or from the year of inception of agency/firm which ever is later.	Copy of Work Order and Completion Certificate for previous experience cited. In case of ongoing project copy of work order and letter from client certifying the ongoing project.		
5	The agency should be registered with the GST department and carry a valid GSTIN No.	Copy of GSTIN Registration No.		
6	Copy of PAN of the Bidder issued by Income Tax Authority.	Copy of PAN		
7	The Agency(s) should have minimum 30 employees involved in Software Development, Testing, Deployment and support as on date of Submission of EOI.	Details of employees with name, designation, qualification, job role, total experience, contact details on letter head duly certified by the entity. (Copy of Resume of these employees should also be provided.)		

8	The Agency(s) should not have been 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 EOI. There is no pendency of any court case in respect of our blacklisting and orders	Certified statement from the Authorized Signatory of the Agency(s) in format enclosed as appendix-I		
9	Valid ISO 9001, ISO 27001, CMMI Certification.	Copy of Certificates		
10	Agency/Firm has an operational software development/support centre within Delhi NCR.	Copy of Address proof		