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CENTRAL WAREHOUSING CORPORATION
 (Hkkjrljkdjkdmdize/ A Govt.of India Undertaking
REGIONAL OFFICE, SAIDAPET, CHENNAI.

NOTICE INVITING TENDERS

TENDERFOR APPOINTMENT OF ADVERTISING AGENCY

CWC invites TENDERS for Appointment of Advertising Agency for One year at CWC, Regional Office, Saidapet, Chennai. The TENDERS along with all documents issued are to be, filled & uploaded /submitted (Technical TENDER& Financial TENDER) online by due date and time for entering into appointment with CWC for One Year and extendable for another year at the discretion of CWC.:-

	Important Information	
01	Reference Number	CWC/RO-CHENNAI/H&T/ APPOINTMENT OF ADVERTISING AGENCY/2019-20 dated 09.08.2019
02	Cost Of the TENDER	Rs.1000/- (Rupees One Thousand Only) PLUS GST
03	Estimated annual Value for 2019-20	Rs.8,00,000/- Lakhs
04	Scope of Work	Appointment of Advertising Agency for One year and extendable by another One year (To publish in house advertisement in various Newspaper / within the state/ all over the country)
05	Eligibility Criteria	Please see Annexure-A
06	Nature of TENDER process	E-Tender
07	Address for Communication	No. 4, Srinagar Colony, North Avenue, Saidapet, Chennai - 15.
08	Date of downloading tender form	From 09.08.2019- 10 AM to 23.08.2019 up to 23.59 Hrs
09	Last date for remittance of EMD & submission of TENDER	24.08.2019 (up to 15.00 P.M)
10	Opening of TENDER	24.08.2019 - 15.30 Hrs

2.0 Brief Scope of Work:

To publish in house advertisements in various newspapers all over the country.

3.0 Period of Contract:

The appointment of the advertising agency will be done for a period of **One year and extendable by another One year** based on performance of the agency, at same rates, terms & conditions at the discretion of CWC.

3.1 Eligibility Criteria

The Agency is required to meet all the Eligibility criteria as mentioned in **Annexure-A** and submit all the documents mentioned against each criteria failing which the TENDER will be rejected.

4.0 Payment of TENDER cost/EMD

The cost of TENDER document is Rs. 1180/- (Rupees One Thousand One hundred and eighty Only) inclusive of GST and Processing fee would be Rs.590/- inclusive of GST. **EMD of Rs.16,000/-(Rupees Sixteen Thousand Only)** to be paid online only.

a) 4.1 Terms for Micro & Small Enterprises

- I. Tender document cost will not be charged from Micro & Small enterprises (MSEs).
- II. MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit (EMD).
- III. MSEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
- IV. The MSEs must also indicate the terminal validity date of their registration, If applicable, which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose a attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- V. In case the MSE does not fulfill the criteria at Sr. No III and IV above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.

As per Public procurement policy on MSE, Considering that this is a non-divisible tender, an MSE quoting in the price band of L1 + 15% will be awarded for full/complete work of tender, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L1 rate after negotiation if any, by the MSE concerned.The Agency registered with the National small Industries Corporation under revised scheme who can produce certificate of competency from above Corporation would be issued TENDER forms free of cost. TENDER forms shall be issued free of cost to the Agency registered with any of the agencies mentioned in the notification dated 23.03.2012 of Ministry of MSME. This concession will not be available to the parties who do not furnish Registration and Competency Certificate issued by any of the agencies mentioned in the notification of ministry of MSME indicated below along with the TENDER.

- (i) District Industries Centers
- (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) UAM (Udyog Aadhar Memorandum) issued by the Ministry of MSME is also valid.
- (viii) Any other body specified by Ministry of MSME.

The MSMEs must also indicate the terminal validity date of their registration.

The benefit as stated above to MSME, shall be available only for goods and services produced & provided by MSMEs for which they are registered. MSME Enterprises/Units owned by SC/ST should provide authenticated document in support of their claim for the benefit to be extended to them. The definition of MSMEs owned by SC/ST is as under:-

- (a) In case of proprietary MSME, the proprietor(s) shall be SC/ST.
- (b) In case of partnership MSME, SC/ST partners shall be holding at least 51% shares in the unit.
- (c) In case of private limited companies at least 51% share shall be held by SC/ST promoters.

In case the MSME does not fulfill the criteria as mentioned in Page no.5 above, such offers will not be liable for consideration of benefits detailed in MSME notification of Government of India dated 23.03.2012.

The scanned copy of cash receipt or certificate of registration (for The Agency s registered with NSIC) or registration certificate with any of the agencies mentioned in the notification dated 23.03.2012 of Ministry of MSME, may be submitted before the date and time set for closing of TENDER. Tenderer shall submit an Affidavit duly attested by the notary as per Annexure-I.

INFORMATION FOR ONLINE PARTICIPATION AND GENERAL CONDITIONS:-

[A] Internet site address for e-Tendering activities will be www.tenderwizard.com/cwc can be seen and down loaded at CWC's website www.cewacor.nic.in, www.tenderhome.com

[B] Bidders who wish to participate in online tender have to register with the website through the "new user registration" link provided on the home page. Bidder will create login I.D. and Password on their own registration process.

[C] The digital signature certificate is normally issued within two working days. The interested bidders are requested to apply for the same well in advance.

[D] In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.

[E] 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.

[F] After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.

[G] The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.

[H] Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.

[I] The Central Warehousing Corporation reserves the right to accept / reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.

[J] Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (Technical bid).

[K] The Regional Manager, CWC, RO, Chennai may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenderers.

Any clarification regarding online participation, they can contact:-

M/s Karnataka State Electronics Development Corporation Ltd., No. 29/1, Race Course Road, Bangalore-560 001

For local assistance, may call following help line numbers at KEONICS, Chennai

Shri.MADAN, KEONICS: MOB No. 9941947400

REGIONAL MANAGER

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT/EMPANELMENT OF ADVERTISING AGENCY FOR PUBLISHING OF ADVERTISEMENT I.E. NOTICE INVITING TENDER FOR APPOINTMENT OF HANDLING & TRANSPORT CONTRACTORS, CONSTRUCTION / HIRING OF GODOWNS AND OTHER DEPARTMENTAL ACTIVITIES IN GUJARAT STATE BY WAY OF FLOATING OF NIT / ADVT. [1]

[1] Last date for downloading tender form upto 15.00 hours on 23.08.2019

[2] Last date for on line submission of e-tender is upto 1500 hours on 24.08.2019

[3] Last date for submission of [i] EMD. [ii] Cost of Tender Form [iii] Processing fees upto 15.00 hours on 24.08.2019

[4] E-tender [Technical Bid] to be opened at 15.30 hours on 24.08.2019 at the Office of the Regional Manager, Central Warehousing Corporation, Regional Office, Chennai

ANNEXURE	DETAILS
A	EXPERIENCE
B	PROFILE OF THE AGENCY
C	PROFORMA FOR DECLARATION OF NON- BLACKLISTING
D	AGREEMENT
E	AFFIDAVIT – MSME
F	NON DISCLOSURE AGREEMENT
G	AFFIDAVIT BY THE PERSON SIGNING THE TENDER DOCUMENT
H	UNCONDITIONAL ACCEPTANCE
APPENDIX - I	COMPANY DETAILS – I A & I B
II	PROFORMA FOR INFORMATION OF WORK EXPERIENCE CERTIFICATE TO BE FURNISHED BY THE TENDERER FORM EACH CONCERNED PARTIES
III	POWER OF ATTORNEY TO AUTHORIZED SIGNATORY
IV	COMPLIANCE TO BID REQUIREMENT
V	UNDERTAKING - - NO PART OF THE DOCUMENT IS FALSE
VI	PRE CONTRACT INTEGRITY PACT
ANNEXURE –I	PRICE BID

REERED NOTE: If the date fixed for opening of tenders is declared as holiday the tenders will be opened on the next working day following the holiday at the same time.

[1] Tender to remain open for acceptance for 90 days inclusive of the date of Tender opening (Technical bid). The Regional Manager, Central Warehousing Corporation, Regional Office, Chennai at his sole discretion may extend the validity of the tender for further by 30 days and such extension shall be binding on the tenderer.

NOTE:- [1] 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 following working day at same time.

[2] If any tender is withdrawn or modified or any change is made by the tenderer during the period of validity of the tender before its acceptance, the Earnest Money Deposit of such tenderer shall stand forfeited and the tender summarily be rejected.

[3] The tenderer while signing the tender would be deemed to have read and understood all the conditions of the tender which will be binding on him.

[4] The tenderer may visit the site to acquaint himself about the local conditions, nature of work to be undertaken and distances etc.

[5] The Corporation will make no Advance payments.

[6] Security Deposit and Income Tax will be deducted as per rules.

[7] Conditional tenders will be summarily rejected.

[8] The Corporation reserves the right either to accept or reject any or all the tenders without assigning any reason thereof.

From:

Regional Manager
Central Warehousing Corporation
Regional Office ,Saidapet
Chennai

To

M/s _____

Dear Sirs,

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation), Regional Manager, Saidapet, Chennai invites Online E-tenders under two bid system for undertaking the work of Publishing of Advertisement i.e. NIT for Appointment of Advertising Agency for One year and extendable by another One year - To publish in house advertisement in various Newspaper / within the state/ all over the country and other departmental activities in Chennai Region, in various newspapers, as detailed in the terms and conditions of the contract enclosed. The tenders will be submitted online up to 15.00 Hrs. on 24.08.2019.

- 4.2 Earnest Money Deposit of Rs.16,000/- (Rupees Sixteen Thousand Only) may be submitted. Such EMD shall not carry any interest. In case of non-receipt of EMD requisite value in acceptable form, TENDER will not be entertained and shall be summarily rejected.
- 4.3 The EMD submitted by the Agency s shall be forfeited:
- (i) If the Agency withdraws their TENDER after submission and during the period of TENDER validity specified in the TENDER Proposal.
 - (ii) If The Agency found involved in Fraudulent Practice; if The Agencies submits false, dubious, forged or tampered Documents/declaration/ statement.
- 4.4 Earnest money will be returned to all unsuccessful Agencies after the successful Agency has signed the agreement and has deposited the requisite security deposit. Earnest money deposited by the successful Agency shall be treated as part of the security deposit. The Agency who has submitted EMD, whereas could not complete the TENDER submission process, for any reason, EMD in such cases, will be returned immediately upon opening of TENDERS. No interest shall be payable on the amount of Earnest Money in any case. The MSMEs must also indicate the terminal validity date of their registration
- 5.0 **SECURITY DEPOSIT :**
The successful agency shall furnish Security Deposit i.e., Rs.40,000/- (Rupees Forty Five Thousand Only) through demand draft drawn in favour of Central Warehousing Corporation payable at Chennai issued by any Nationalized /Schedule Bank within 7 days of award of work . Security deposit shall not carry interest and no claim shall lie against the Corporation

in respect of interest under any circumstances.

Security Deposit will be returned without interest after completion of the contract after settling all the accounts with the contractor and after obtaining No due certificates. If the successful Agency had previously held any contract and furnished security deposit, the same shall not be adjusted against the TENDER and a fresh security deposit will be required to be furnished.

- 5.1 The Security Deposit would be forfeited by the agency under the following conditions:-
- i) The Agency fails to complete the work upto satisfaction of the Corporation.
 - ii) The Agency fails to conform to the terms and conditions of this document.

6.0 TENDER PROCESS

6.1 Submission of TENDER

The Person authorized through Board resolution/ holding the Power Of Attorney to sign the TENDER as authorised signatory shall only sign the TENDER on behalf of the Agency.

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

7.0 TENDER OPENING AND EVALUATION

- 7.1 The Corporation will open TENDER of those Agency s whose Earnest Money Deposit (EMD) to be found in order. In the event of the specified date for the opening of TENDERS being declared holiday for the CWC, the TENDERS will be opened at appointed time on the next working day.
- 7.2 Bidders who wish to participate in the e-tendering will have to procure valid digital certificate of authorized signatory as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.
- 7.3 DOWNLOADING OF TENDER DOCUMENT:- The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website. www.tenderwizard.com/CWC, www.cewacor.nic.in, www.tenderhome.com and www.cppp.gov.in.
- 7.4 SUBMISSION OF TENDER:- Tenderer shall submit their offer in electronic format on the above mentioned 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

Central Warehousing Corporation will be out rightly rejected.

- 7.5 Prior to the detailed evaluation, the Corporation will determine whether each TENDER is prima facie complete and is substantially responsive to the TENDER / documents. For purposes of this determination, a substantially responsive TENDER is one that conforms to all the terms, conditions and specifications of this document without any deviations, conditionality and reservations.
- 7.6 The Corporation will examine the TENDERS to determine whether they are complete and meet the Eligibility Criteria as per clause 3.1 and **Annexure-A**. In particular, TENDERS with deviations from, objections to or reservations on provision such as those concerning TENDER security/EMD, TENDER Validity, Work Completion Period, Contract, warranty, Governing Laws, Taxes and duties, Response Time, Payment Terms, Firm Price, as well as provisions specified in the TENDER documents, if any, that the Agency is not prepared to withdraw will be treated as non-responsive. The Corporation determination of the Agency's responsiveness is to be based on the contents of the TENDER itself without recourse to extrinsic evidence.
- 7.7 If a TENDER is not substantially responsive, it will be rejected by CWC, and may not subsequently be made responsive by the Agency by correction of the non-conformity.
- 7.8 The TENDERS will be opened in H&T Section, Commercial Division, CWC, RO, Chennai- 15
- 7.9 Corporation reserves the right to extend the last date and time for submission of filled TENDER.
- 7.10 The Agency must ensure that the documents should be clear and readable. The tenderers must check the print quality of the documents meant for submitted. Unreadable documents will be summarily rejected and the tender shall not be considered for evaluation. Successful Agency will have to sign and submit all pages of document / TENDER and agreement.
- 7.11 The appointment of agency(s) will be done from the list of finally eligible agencies after evaluation of the Financial TENDER. The agency quoted higher rebate will be considered as L-1.
- 7.12 Participating MSMEs quoting price within a price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSME., and such Micro and Small Enterprise shall be allowed to supply upto 20 percent of total QUOTED value, a sub-target of 20% out of 20% is to be earmarked for MSME owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In case of more than one such MSME, the supply will be shared proportionately (to TENDERED quantity). However, for procurement of services or supplies where quantity is not splittable or non-dividable, MSME quoting price within the price band or L1+15% may be awarded for full / complete supply of total TENDER value.
- 7.13 **Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05**

(Five) years.

8.0 Seeking clarifications & missing documents from the Agency on the TENDER.

CWC may seek any specific clarifications to meet the TENDER requirement during the pre-qualification -evaluation stage of TENDER.

Preliminary scrutiny of TENDERS

The Corporation will scrutinize the TENDERS received to see whether they meet the basic requirements as incorporated in the TENDER document. The TENDERS which do not meet the basic requirements shall be treated as unresponsive and ignored.

9.0 CORRECTION OF ERRORS

The errors/discrepancies in respect of the specified amount in TENDER Proposal Sheets for an individual item and/or sub-item and/or in the sub-total of a TENDER Proposal Sheet and/or in the Grand total of a TENDER Proposal Sheet, either due to discrepancy between figures and words and/or simple arithmetical error while adding and/or multiplying and/or due to wrong extension of unit rates etc. the error will be rectified and computed by the Corporation as per the following method:

- a) In case of discrepancy between figures and words the value specified in the words will be considered for computation.
- b) In case unit rates are not indicated in words then unit rates indicated in figures will be considered and will be used for deriving out the amount from the quantities specified in the TENDER documents.
- c) The items for which TENDERER does not quote the price i.e. indicated as 'Nil', leaves the rate/amount columns blank, puts a (-) mark or indicates 'NA' etc. in the rate/amount column; cost of that item shall be considered as "inclusive" for TENDER evaluation for such items.

10. ACCEPTANCE OF TENDER

10.1 The Regional Manage, CWC, RO, Chennai for and on behalf of the Corporation reserves the right to reject any or all the TENDERS, without assigning any reasons thereof and does not bind him to accept any other TENDER. When a TENDER is accepted, the successful Agency will be advised for the acceptance of its TENDER by a letter as formal 'Acceptance of Tender'.

10.2 The Corporation reserves the right to award the contract for which rates are called for herein. The decision of the Regional Manager, CWC, RO, Chennai shall be final and binding on The Agency.

11.0 VALIDITY OF THE TENDERS

11.1 The TENDER should be kept valid for a period of 90 days from the date set for opening of TENDERS.

11.2 In exceptional circumstances, prior to expiry of the original TENDER validity period, Corporation may request the Agency for a specified extension in the period of validity.

3 (A) MINIMUM ELIGIBILITY CRITERIA:**NOTE:**

1. Tenderer must upload/submit the documents mentioned under minimum eligibility criteria at Annexure A
2. Serial no. 1 to 6 as applicable in accordance to the detailed mentioned below. Non-submission of the mandatory required documents pertaining to minimum eligibility criteria shall make the bid liable to be summarily rejected. :

S.No.	Minimum Eligibility Criteria	Mandatory Documents to be uploaded
1.	Agency should have 5 years' experience as on date of NIT in the field of Advertising from the date of obtaining INS Accreditation	Copies of work order issued by clients relating to advertising agency work
2	Turnover: The Tenderer should have achieved the minimum average turnover of Rs.2,40,000/-(Rupees Two lakhs and forty thousand only) during the three preceding financial year. The average turnover of preceding three financial years should not be less than <u>30% of the estimated annual value of contract.</u>	<p>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.</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 years can be uploaded.</p> <p>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. Submit the income tax return and statements of accounts duly certified by chartered Accountant(s) given to the income tax department for the three preceding financial years along with the technical bid for verification of turnover.</p>

S.No.	Minimum Eligibility Criteria	Mandatory Documents to be uploaded
3.	<p>a) Tenderers should not have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid.</p> <p>b) Tenderer's contract should not have been terminated by Any PSU/ CWC/FCI during the last 3 years as on the last date of submission of bid.</p> <p>c) The proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company should not have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more,. The tenders on acquittal would be eligible.</p>	<p>Undertaking in this regard compulsory ink signed by the authorized signatory as per Appendix-II</p>
4.	<p>Tender registered under micro and small enterprises.</p> <p>(if applicable)</p>	<p><u>Micro & Small Enterprises (MSEs) registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies</u></p> <p><u>An attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. is to be provided.</u></p> <p><u>Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity, if applicable, of their Registration, if applicable, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter as amended from time to time.</u></p>
5.	EMD	<p>The EMD to be paid through e-payment gateway and proof to be uploaded OR certificate of registration for tenderers registered under MSEs)</p>

S.No.	Minimum Eligibility Criteria	Mandatory Documents to be uploaded
6.	Cost of the Tender	The Cost of tender to be paid through e-payment gateway and proof to be uploaded OR certificate of registration for tenderers registered under MSEs).

The documents mentioned at above serial numbers are required under minimum eligibility criteria and are compulsory to participate in the tender process, failing which the bid shall be summarily rejected. And no further missing documents shall be called for Minimum Eligibility criteria.

3. (B) ALL OTHER REQUIRED DOCUMENTS:

Tenderer must upload/submit the documents in accordance to the detailed mentioned below at serial no. 1 to 10 along with the tender document.

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
a)	Details of tenderer	Duly filled, compulsory ink signed and scanned copy of Appendix-IA & IB
b)	The tenderer must have a positive net worth based on the latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.	The bidder is required to upload duly certified by a practicing chartered Accountant based on latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.
c)	Power of Attorney Note: The bid should be uploaded by the authorized signatory as defined in Appendix-III under his own digital signature.	Power of Attorney in favour of signatory(ies) duly attested by Notary as per Appendix III which is for purpose of guidance only and deviation in the wording can be accepted.
d)	Bidder should be a (1)Registered Company/LLP in India under Companies Act, 2013 OR (2) <u>Registered</u> Partnership Firm OR	<u>1)For Registered Company/PSU/ statutory body</u> i)Copy of Certificate of Incorporation ii)Copy of Memorandum of Association iii)Copy of Articles of Association iv) Current list of Directors.

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Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
	<p>(3) Proprietorship OR (4)Public Sector Undertaking/statutory body OR (5) Cooperative society OR (6) Others. (If the tenderer is a partnership firm/LLP, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation)</p>	<p><u>2)For Partnership Firm</u> i) Copy of the partnership deed ii) List of partners iii) Copy of registration of Partnership deed.</p> <p><u>3)For Proprietorship</u> i)Declaration of Proprietorship/Sole Proprietorship compulsory ink signed as per Appendix-III</p> <p><u>4) For LLP</u> i)Copy of Limited Liability Partnership Agreement ii)Copy of certificate of registration iii)Current list of Partners</p> <p><u>5) For Cooperative society</u> i Bye-Laws (of co. operative Society) ii Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry.</p> <p><u>6) For others</u> i) Notarised copy of certificate of Incorporation.</p>
<p>e)</p>	<p>Tenderer understanding of tender document and his compliance of tender requirements.</p> <p>Note:</p> <ol style="list-style-type: none"> The declaration from the tenderer confirming that he has understood the tender document and his bid complies with the tender requirements / terms & conditions of the tender document, he has quoted the rates without any condition / deviation and the rates quoted by him are as per tender document. Tenderer is advised to upload the entire tender document; however Appendix II along with other documents required under eligibility criteria to be uploaded only. 	<p>Declaration from the tenderer as per ANNEXURE H duly ink signed.</p>

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
	3. Tenderer 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 him.	
f)	Undertaking regarding submission of Authentic/Genuine documents/information.	Compulsory ink signed , Appendix V
g)	PAN Number	Copy of PAN Card
h)	GST Registration	Copy of valid GST registration.
i)	Pre-Contract Integrity Pact	Appendix-VI (compulsory ink signed on each page of annexure)
j)	Financial Bid	Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Price Bid in Excel format only.

4. DISQUALIFICATION CONDITIONS

- a) Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission will be ineligible during the period of **such blacklisting**.
- b) Tenderers contract should not have been terminated by any Govt. organization or by any state or Central PSU during the last 3 years as on last date of submission of bid.
- c) If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years rigorous imprisonment or more, such tenderer will be ineligible. However if on acquittal by the appellate court the tenderer will be eligible.
- d) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.

i.	The Agency should have experience (for 5 years on the date of NIT) in releasing advertisement through DAVP	Copies of work orders showing release of advertisements through DAVP
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ii.	The Agency should be registered with Income Tax Department.	i) Copy of PAN card. ii) Copy of GST registration.
iii.	Financial TENDER	Annexure -I (FORMAT)
iv.	EMD amounting to Rs.16,000 (Rupees Sixteen Thousand only)	Proof of payment of EMD to be Provided OR Certificate of registration for The Agency registered with NSIC or registration certificate with any of the agencies mentioned in the notification of Ministry of MSME
v.	Cost Of TENDER	Proof of payment to be submitted OR Certificate of registration (for The Agency NSIC) registered with Or registration certificate with any of the agencies mentioned in notification of the Ministry of MSME. Annexure-I
vi.	Undertaking for unconditional Acceptance of Terms & Conditions of the TENDER document	Agency to submit undertaking for Unconditional Acceptance of Terms & Conditions of the TENDER Document as per Annexure-E duly signed by the authorized signatory.

Other Terms & Conditions

1. CWC reserves the right to terminate the contract at any time by giving one month's written notice.
2. The Corporation shall not guarantee any amount of turnover during the contract period.
3. A formal agreement in the prescribed form (Annexure-H) shall be executed within a period of 10 days from the date of acceptance of TENDER. The agreement should be executed on the valid non judicial stamp paper of the appropriate value. Stamp paper should be purchased by the Agencies on their own names.
Nothing is to be transcribed/typed on the back of the stamp paper. Any additional material should be transcribed on the continuation sheets which should be on bond paper of A-4 size.
4. The selected advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to CWC's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. CWC reserves the right to impose penalty in case of any violation of the above.
5. The selected agency should be able to execute order at short notice and even on holidays.
6. The selected agency/agencies shall ensure proper typography and layout for each advertising so that minimum space be used as far as possible.
7. CWC through its authorized officers shall have right to inspect the services regarding conduct of advertising services for CWC. Should there be any need for improvement/correction, the necessary alternation shall be incorporated free of cost by the agency.

8. In case of breach of any terms and conditions mentioned in the TENDER document, CWC reserves the right to terminate contract and get the balance work at their risk & cost. CWC also reserves the right to blacklist the agency permanently and/or forfeit the Security Deposit besides other remedies as per TENDER condition.
9. No right whatsoever shall be created by any empaneled agency as regards to award of work compulsorily.
10. The media plan shall be decided by the CWC which may be based on the circulation or the reach of the newspaper (s)/magazine (s) for each assignment.
11. CWC shall not be held responsible for any loss and non-receipt of proposal.
12. CWC reserves the right to reject any or all proposals without assigning any reason thereof.
13. Corporation reserves the right to cancel/withdraw the NIQ without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
14. **PENALTY**
Time is the essence of the contract and the milestones/delivery dates are binding on the Agency. In the event of delay or any gross negligence, for causes attributable to the Agency, in meeting the milestones/deliverables as per NIQ, the Central Warehousing Corporation shall be entitled at its option to recover from the Agency as agreed, liquidated damages, a sum of 1% of the contract price of the corresponding milestone payment of delayed/undelivered services mentioned above for every day of delay or part thereof, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of corresponding payment of the delayed/undelivered services. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Central Warehousing Corporation under the contract and/or any other law.
15. The decision of the Competent Authority i.e. The Regional Manager, CWC, RO, Chennai for imposing Liquidated Damages will be final and binding upon the party and no correspondence etc. in this regard will be entertained by Central Warehousing Corporation.
16. **DISPUTE / ARBITRATION:** All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. The award of such arbitrator shall be final and binding on the parties to this contract. Subject as aforesaid the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this clause.

PAYMENT TERMS

1. The Agency shall furnish a copy of cardrate of each publication carrying advertisement and the bill in original received by them from media/newspaper/company along with the bill for payment.
2. The payment shall be released by CWC against the bill received from the agency, within 30 days of receiving the original bill with proper documents.
3. No advance payment shall be made to the agency under any circumstances.

4. All payment shall be subject to TDS.
5. The Bill / invoice of the Advertising Agency would be supported with copy of proof of publication of NIT
6. The payment shall be release through e-payment. Following information/particulars shall be furnished by the agency enabling CWC to make e-payment.
 - i. Bank account number of the firm/company:
 - ii. Name of the Bank:
 - iii. I.F.S.C. Code Number of the Branch:
7. GST -Net rate offered after rebate isexclusive of GST.GST or any other tax in lieu thereof levied by the Central Govt. from time to time on the services rendered by the Agency to CWC shall be paid by CWC subject to the Agency submitting Bills/Invoices therefore in the Format prescribed under GSTlaw or other relevant Laws, as the case may be.
8. All the correspondence with regard to the above shall be made at the address mentioned in the TENDER Document.

ANNEXURE-BPROFILE OF AGENCY

1	Name of the Agency	
2.	Registered Office	
3.	Address of Corporate Office	
4.	Nature of Agency(Ltd. Co., Partnership etc.)	
5.	Year of Establishment	
6.	Registration Number, if any/Trade License No.	
7.	Telephone number of the contact person (Mobile numbers if any)	
8.	Permanent Account Number (PAN)	
9.	GST Registration Number	

(Signature of the authorized person)

TENDER No. CWC/RO-CNI/H&T/APPOINTMENT OF ADVERTISING AGENCY/2019-20/
09.08.2019

Pro-forma for Declaration of Non-Blacklisting

Covering Letter from TENDERER (To be submitted on TENDERING company letter head)

Dated:

To,

The Regional Manager,
CWC, Regional Office, Chennai.

Subject: Declaration for Non Blacklisting with reference to TENDER No. -----
----- dated-----

With reference to the above mentioned TENDER, we hereby confirm that we have not been black listed by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government as on TENDER calling date.

Yours faithfully,

For (The Agency s Name)
Authorized Signatory
Signature of the Agency

AGREEMENT

The Central Warehousing Corporation having agreed to grant the contract for publishing of advertisement for Notice Inviting Tender for appointment of **Advertising Agency for One year and extendable by another One year (To publish in house advertisement in various Newspaper / within the state/ all over the country)** by way of floating of NIT / Advt. on contract/empanelment basis in response to the submission of online tender by me/us on _____ to the Regional Manager, Central Warehousing Corporation, Chennai.

I/ We, _____ (here enter full name and address of contractor) am/are executing this agreement on _____ and hereby confirm that I/we have thoroughly examined and understood the terms and conditions of Notice Inviting Tender and the Invitation to Tender and Instructions to Tenderers bearing No. CWC/RO-CNI/H&T/APPOINTMENT OF ADVERTISING AGENCY/2019-20 / 09.08.2019 by the Regional Manager, Central Warehousing Corporation, Regional Office, Chennai for publishing of ad.

I/we am/are willingly undertaking the said work consequent on the approval of the tender given by me/us to the Regional Manager, Central Warehousing Corporation, Chennai at the rate of discount mentioned in Price Bid (enclosed) which forms part of this agreement and as per terms and conditions of the tender.

I/We, assure the said Corporation that I/we will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. This agreement will remain in force for a period of One year with effect from _____ or the date up to which the contract is extended.

It is hereby witness:

The terms and conditions incorporated in TENDERNo. _____ form an integral part of this agreement and will be the sole repository of the terms and conditions governing the advertising services to be made by the contractor to the Corporation at the rebate of _____% (_____ %) on card rate in all publication specified in the Financial TENDER dated _____ submitted the contractor.

In witnesses whereof the parties have set their hands on the date herein before mentioned above written.

On completion of contract period the CWC shall be free either to continue with the contractor by

extending the arrangements for another One year or to part ways with the contractor after giving one month advance notice and engage another agency as may be decided by it. The payment for the extension period shall be released at same rates, terms & conditions as agreed in this agreement.

REGIONAL MANAGER
CWC, RO, CHENNAI

Signature of Tenderer

WITNESS

1.

2.

WITNESS

1.

2.

(Witness (with full name and address)

(Name & Address of authorized signatory of Agency with seal)

AFFIDAVIT

To be submitted on a stamp paper (of Rs.10/- minimum) duly attested by Notary Public (duly affixed with Notarial revenue stamp; and with Notary Seal; and Notary Registration number etc.)

I _____ S/o / D/o /W/o _____ Managing
Director * / Proprietor* / Partner* of M/s. _____ located at
_____.

Do hereby solemnly affirm and declare as under:-

1. The company is a micro/Small Enterprise as per the Govt. of India definition; and has been functional at the time of bar code registration.
2. The Company continues to be a Micro/Small Enterprise and functional as on date.
3. As per books of accounts, the total investment (original purchase value) in Plant and Machinery in the company as on the date of submission of bids in Rs. _____ which is within the limit prescribed in MSME Act.

4. i) Udyog Aadhar Memorandum (UAM) number of our company is _____.

ii) We hereby confirm that we have declared the UAM number on Central Public Procurement Portal (CPPP).

iii) We are aware that non-declaration of UAM number on CPPP will make us ineligible to enjoy the benefits as per Public Procurement Policy for MSEs order, 2012.

Signed on _____

DEPONENT

VERIFICATION:

Verified that the contents of the affidavit are true to the best of my Knowledge and belief.

Place:

DEPONENT

Date:

Note:- * Strike out whichever is not applicable.at same rates, terms & conditions

NON-DISCLOSURE AGREEMENT

WHEREAS, we the undersigned Tenderer/ Tenderer's Consortium Member,

_____ , having our principal place of Business / registered office at

_____, hereinafter referred to as the Tenderer, are desirous of bidding for Tender No. CWC/RO-CNI/H&T/APPOINTMENT OF ADVERTISING AGENCY/2019-20/ Dt.09.08.2019 covering Advertisement agency appointment / empanelment to the Regional Manager, Regional Office, CHENNAI.

WHEREAS, the Tenderer is aware and confirms that the information business data, designs, and other documents made available by Regional Manager in the Tender documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and / or proprietary to Regional Manager, Regional Office, Chennai.

IT IS HEREBY AGREED AS UNDER:

[a] The Tenderer agrees to hold in trust any confidential information received by the Tenderer, as part of the Tendering process or otherwise, and the Tenderer shall maintain strictest of confidence in respect of such confidential information. The Tenderer also agrees:

[i] To maintain and use the confidential information only for the purposes of bidding for this Tender and only as permitted herein;

[ii] to only make copies as specifically authorized by the prior written consent of Corporation and with the same confidential or proprietary notices as may be printed or displayed on the original;

[iii] To restrict access and disclosure of confidential information to such of their employees, agents, consultants and representatives strictly on a "need to know" basis, to maintain confidentiality of the confidential information disclosed to them in accordance with this clause; and

[iv] To treat confidential information as confidential unless and until Corporation notifies the tenderer of release of its obligations in relation to the said confidential information.

[b] Confidential information does not include information which:

[i] The tenderer knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

[ii] Is independently developed by the Tenderer without breach of conditions under this Tender;

[iii] Information in the public domain as a matter of law;

[iv] Is received from a third party not subject to the obligation of confidentiality with respect to such information;

[v] Is released from confidentiality with the written consent of Corporation The tenderers shall have the burden of proving hereinabove are applicable to the information in the possession of the Tenderer.

[c] In the event that the Tenderer hereto becomes legally compelled to disclose any confidential information, the tenderer shall give sufficient notice to Corporation to enable Corporation to prevent or minimize to the extent possible, such disclosure, Tenderer shall not disclose to a third party any confidential information or the contents of this Tender without the prior written consent of Corporation. The obligations of this Clause shall be satisfied by handling confidential information with the same degree of care, which the Tenderer applies to its own similar confidential information but in no event less than reasonable care.

[d] The obligations herein shall survive the completion or cancellation of the Tendering process.

For and on behalf of : _____ (tenderer)

Authorised Signatory

Name : _____

Designation : _____

Office Seal : _____

Place : _____

Date : _____

Affidavit By the person signing the Tender document

AFFIDAVIT OF, S/o D/o _____, resident of _____
EMPLOYED AS _____ WITH _____ HAVING OFFICE AT
_____ PIN.....

I, the above named deponent do hereby solemnly affirm and state as under:-

1. That I am the authorized representative and signatory of M/s.....
2. That the document (s) submitted, as mentioned hereunder, by M/s along with the Tender Document submitted under covering letter no. dated towards Tender No.for..... (Name of work/Project) has / have been submitted under my knowledge.
3. That the document(s) submitted, as mentioned above, by M/s along with the Tender Document towards Tender No..... for are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) is false, forged or fabricated.
4. That no part of this affidavit is false and that this affidavit and the above declaration in respect of genuineness of the documents has been made having full knowledge of (i) the provisions of the Indian Penal Code in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of Tender conditions which entitle the CWC to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.
5. I depose accordingly.

DEPONENT

Date:

Place:

VERIFICATION

I,the deponent above named do hereby verify that the factual contents of this affidavit are true and correct. No part of it is false and nothing material has been concealed there from. Verified aton thisday of20....

DEPONENT

Note: Affidavit is to be attested by Notary.

UNCONDITIONAL ACCEPTANCE

From

To

The Regional Manager
Central Warehousing Corporation,
Regional Office, Chennai.

Dear Sir,

I/We submit the online tender for appointment/empanelment of contractor for Publication of Notice Inviting Tender for appointment of Handling & Transport Contractors, Construction / Hiring of Godowns and other departmental activities in Gujarat State by way of floating of NIT / Advt.

2. I/We have thoroughly examined and understood information & instructions to tenderers, terms and conditions of contract and its schedules etc. and agree to abide by them.

3. I/We would like to commit that in case of any difference/variation in the quote made, between figures and in words, only the lower of the two rates quoted either in figures or in words shall be construed as correct and valid, if any correction/overwriting has not been authenticated by me by my full signatures, my tender be declared null and void.

4. I/We agree to keep the offer open for acceptance up to and inclusive of 90 (Ninety) days inclusive of date of tender opening (Technical bid) and to the extension of the said date by 30 (Thirty) days in case if is so decided by the Regional Manager. I/We shall be bound by communication of acceptance of the offer dispatched within the time and I/We also agree that if the date upto which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.

5. Demand Draft/RTGS RECEIPT/NEFT RECEIPT/ No. _____ dated _____ on _____ (Name of schedule Bank) for Rs. _____ Rupees _____) is enclosed as Earnest Money. In the event of my/our tender being accepted. I/We agree to furnish a Security Deposit as follows _____ (here indicate the manner in which the Security is deemed to be furnished).

6. I/we do hereby declare that the entries made in the tender and appendix/schedules attached therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri_____ whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/us instead to carry on the business of the concerned, whether any intimation of such change is given to the Regional Manager, Central Warehousing Corporation or not.

The following documents are enclosed with this tender duly filled, signed & notarized:

- 1.
- 2.
- 3.
- 4.

Signature of Tenderer Signature of Issuing Authority

Yours faithfully,

Signature of Tenderer
Capacity in which signing
Signature of constituted attorney

Name _____

Address; _____

Date: _____

Name, date of birth

And address of attorney:

Signature of witness with date:

Name and Address of witness

APPENDIX - I A
(compulsory ink signed)

[1] Name of the Firm/company/ Cooperative Society/ Others,
.....

[2] Operation Address
.....
.....

[3] Registered office address
.....

[4] Address of the tenderer and,

[5] Telephone no.,

[6] faxno./.....

[7] E Mail address :.....

[8] Website.....

[9] GST Registration No.....

[10] Pan No.

[11] DETAILS OF SISTER CONCERNS

[a] Name & Address

[b] Activities engaged in by Sister Concern

[c] Names, address & Telephone Nos. of
Proprietors/ Directors/ Partners of Sister
Concern.

[12] TENDERER'S BANKS DETAIL : -

- a. Bank Account No
- b. Nature of Account (SB or current)
- c. Name of Bank & Branch
- d. MICR Code No.
- e. RTGS code Bank (IFSC Code)

Place _____

Dated _____

(Capacity in which signing)

CENTRAL WAREHOUSING CORPORATION

1. Whether your firm or any of its partner/company had been blacklisted by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid?	Yes/No
2. Whether your or any of the partner of the partnership firm's contract was terminated before expiry in last three years of Contract period by CWC, FCI during the last three years as on the last date of submission of bid ?	Yes/No
3. Whether proprietor/partner/Director (as applicable) has been convicted by any judicial court for an offence sentenced to three years rigorous imprisonment or more and has not been acquitted?	Yes/No

Note- Strike off whichever is not applicable otherwise tenderer shall be ineligible.

Remarks _____

4. I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company mentioned at Sl. Nos. is/are common/ not common (Strike off whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/ Director in other firm who has also applied for pre-qualification against same advertisement, please mention the name of the Firm/ Firms.
5. Declaration about relationship with Employee of CWC

I/We hereby solemnly declare that the Proprietor/one or more Partners/Directors of this firm/ company has relationship/has no relationship (Strike off whichever is not applicable) with the employee of CWC (name and designation, place of posting of employee to be mentioned).

6. Declaration of membership of any Goods Transport Association.

Give details if so;

Name & Address of the Association;

With Telephone/Fax No.

7. I, tenderer will submit the copy of the licence / Registration under Food Safety and Standards Authority of India (FSSAI) within 30 days of award of the work. In case the same has been applied for, the copy of application may be submitted within 30 days of award of work.

DISQUALIFICATION CONDITIONS

- a) Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid will be ineligible. .
- b) Any tenderer whose contract with the CWC, FCI has been terminated before the expiry of contract period at any point of time during last three years from the last date of the submission of the bid will be ineligible.
- c) If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible. However on acquittal by the appellate court the tenderer will be eligible.
- d) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.

(Signature & Seal)

(Authorized Signatory)

APPENDIX - II

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 Handling/transportation service provider for the work of rake handling and/or transportation in the field of fertilizers , foodgrains, cement, sugar, Coarse grains or any other commodity and their performance was found satisfactory. The details of handling/transportation work carried by them are as under:-

S.No.	Name of Client/customer served	Nature of the work/contract executed	<u>Contract start date</u>	<u>Contract completion date (mention if work is in progress i.e. running contract)</u>	Product Handled	Volume of work handled in MT	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.

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

POWER OF ATTORNEY

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

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

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes:

- 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.**

UNDERTAKING

(For Sole Proprietary Firm)

(Compulsory ink signed)

I,.....R/o.....

..... do hereby solemnly affirm and declare as under :-

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

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

Place:

Date:

(Authorized Signatory)

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 CWC, 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 under clause 12 has 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.

Stamp and signature of the bidder : _____

Name of the bidder : _____

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

UNDERTAKING

(compulsory ink signed)(undertaking to be provided by the bidder)

I, S/o D/o _____, resident of _____ EMPLOYED AS _____ WITH HAVING OFFICE AT PIN..... I, do hereby solemnly affirm, state and undertakes as under:-

1. That I am the authorized representative and signatory of M/s.....
2. That the document (s) submitted, in Appendix-VIII has / have been submitted under my knowledge.
3. That the document(s) submitted, as mentioned above, by M/s ...in Appendix- VIII are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) is false, forged or fabricated.
4. That no part of this undertaking is false and that this undertaking and the above declaration in respect of genuineness of the documents has been made having full knowledge of (i) the provisions of the Indian Penal Code in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of Tender conditions which entitle the CWC to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

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

Stamp and signature of the bidder: _____

Name of the bidder : _____

Date:

PRE CONTRACT INTEGRITY PACT

(Compulsory Ink signed on each page)

General

This pre-bid / pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____

day of the month of _____ between on one hand, the Central Warehousing Corporation (A Govt. of India Undertaking), 4/1 Siri Institutional area, Hauz-Khas, New Delhi, acting through Regional Manager, Central Warehousing Corporation (A Govt. of India Undertaking) (hereinafter called the "**CORPORATION**" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____

represented by Shri _____, (Name of the contractor) (hereinafter called **BIDDER** which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CORPORATION proposes to appoint Handling and Transport contractor / Strategic Alliance Management Operator (SAMO) at _____ and the BIDDER is willing to execute the items of work / Section as per schedule of work, the work order issued General conditions of the contract of CWC.

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

[1] **Commitments of the Corporation**

- [1.1] The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- [1.2] The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- [1.3] All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- [2] In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

[3] **Commitments of BIDDERS**

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

- [3.1] The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- [3.2] The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.

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

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

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

[4] **Previous Transgression**

- [4.1] The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- [4.2] The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

[5]Sanctions for Violations

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

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

- [5.1] The CORPORATION will be entitled to take all or any of the actions mentioned at para 6 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- [5.2] The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

[6] Independent Monitor

- [6.1] The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission ShriDiwan Chand Arya New Delhi.
- [6.2] The CORPORATION has appointed Sh. Shah Nawaz Ali, Flat No.-301, SMR's OasmanVinay Heights, Keshav Nagar, Mettuguda, Secundrabad-500017, Telangana as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
- [6.3] The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- [6.4] The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- [6.5] Both the Parties accept that the monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- [6.6] As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.
- [6.7] The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- [6.8] The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- [6.9] The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

[7] Facilitation of Investigation

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

[8] Law and Place of Jurisdiction

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

[9] Other Legal Actions

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

[10] Validity

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

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

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

CORPORATION

BIDDER

Name of the Officer

Designation

Witness

Witness

1. _____

1. _____

2. _____

2. _____

DOCUMENTS TO BE SUBMITTED BY THE TENDERER:

The tenderer has to furnish the following documents.

- [1] Tender Fee of **Rs. 1,000** (Rs. One Thousand Only) plus 18% GST extra to be paid through e-payment/NEFT/RTGS/ to Central Warehousing, Corporation, Regional Office, Chennai. **(Rs. 1,180)**
- [2] Earnest Money Deposit of **Rs. 16,000/-** (Rupees Sixteen Thousand only) in the prescribed manner.
- [3] Proof of e-payment to M/s. KSEDC Limited, Bangalore in respect of **tender processing fee**.
- [4] Constitution of the firm, if the tenderer is not a sole proprietary concern; for partnership firm a partnership deed, for a registered company its Memorandum of Association and Articles of Association.
- [5] Power of attorney duly executed in his favour authorizing him to sign the tender document in case the tenderer is not a sole proprietary concern. Consortium /JV (joint venture) strictly not allowed. [Appendix - III]
- [6] Power of Attorney as per Annex G. In favour of partner / authorized person authorizing him/her to sign the tender document (POA should be duly notarized)
- [8] The annual gross turnover of the Company showing a minimum of Rs 4.50 Lakhs for the last three financial years duly Certified by a Chartered Accountancy firm & duly audited balance sheet of Profit /Loss account of preceding three financial years. (2016-17, 2017-18, 2018-19,).
- [9] Self Certified Copy of PAN
- [10] A copy of GST registration
- [11] Copy of Bank statement of last six month from banker(s)
- [12] Pre Contract Integrity Pact [Appendix - VII]
- [13] Experience Certificate showing proven experience in the publication of NIT/related advertisement for a period of at least preceding three (03) years.
- [14] MSME registration document, if applicable
- [15] Agency Profile [Appendix - II]
- [16] Valid Accredited Certificate of INS. (Indian News Society), if any.
- [17] Copy of Registration certificate under shops and establishment act.
- [18] Undertaking signed by the authorized signatory for non-blacklisting [Appendix - X]
- [19] Undertaking for unconditional acceptance of terms & conditions of the tender documents as per annex. [Appendix - XI]

ANNEXURE-I

TENDER NO.CWC/RO-CNI/H&T/PUB./APPOINTMENT OF ADVERTISING AGENCY/2019-20
FOR SELECTION OF ADVERTISING AGENCIES

FINANCIAL TENDER

1.	Price	We are offering _____%(.....in words) rebate on card rate in all Publication/Editions.
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Any discount on card rate offered by Newspaper house would be passed on to CWC.

Note:-

1. **GST**The percentage of rebate quoted on card rate are exclusive of Goods and service tax, and all other taxes levied or may be levied in future or any other form prescribed under any relevant Act in force. GST or any other tax in lieu thereof levied by the Central Govt. from time to time on the services rendered by the Agency to CWC shall be paid by CWC subject to the Agency submitting Bills/Invoices therefore in the Format prescribed under Rules of the GST law or other relevant Laws, as the case may be.

We agree to the terms and conditions specified in the TENDER enquiry No.CWC/RO-CHENNAI/H&T/Pub./Appointment of Advertising Agency/2019-20 DATED 29.07.2019.. It is also certified that the price is reasonable and not higher than the price usually charged for rate card of the same nature to the other publications.

(Signature of the authorized person)