

Tender No. CWC/PER/H.C./2017



**CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)**

**“E-TENDER FOR APPOINTMENT OF CONTRACTOR FOR SUPPLY
OF RENTAL CARS WITH TAXI No.**

**Corporate Office:- 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110016**

Tel: 011-26566107 EXTN. 217, Tel Fax:26967256

Details are also available at our website www.cwacor.nic.in

E.Mail : perdiv.cwhc@nic.in

Cost of Tender Rs.100/-

CENTRAL WAREHOUSING CORPORATION
(A Govt. Of India Undertaking)

**INVITATION TO E-TENDER AND INSTRUCTIONS TO TENDERERS FOR
SUPPLY OF TWO RENTAL CARS WITH TAXI NUMBER ON MONTHLY BASIS
AND OTHERS ON DEMAND BASIS AT CENTRAL WAREHOUSING
CORPORATION, CORPORATE OFFICE, AT 4/1, SIRI INSTITUTIONAL
AREA, HAUZ KHAS NEW DELHI -110016**

a. e-Tender under **Two Bids** system will be available on our website www.cewacor.nic.in and www.tenderwizard.com/CWC and can be downloaded from e-tendering website www.tenderwizard.com/CWC from **10.00 A.M. on 16.01.2017 To 31.01.2017 up to 3.00 P.M.**

If any tenderer wishes to participate in the CWC tenders, tenderer has to **Register** their firm once with annual registration fee of Rs.5,750/- through e-payment in our website www.tenderwizard.com/CWC for online e-Tendering in consultation with our service provider M/s.Karnataka State Electronics Development Corporation Limited. Phone No. 011-49424365. For more Information please visit on the above website or Contact or you can call to Mr.Saurabh Parasher, Mobile: 08800378607/Mr.Alok Kumar, Mobile:8800607901/ Mr.Shibu, Mobile: 8800115946.

Important Note:- Pre Bid- cum- special training session will be held on 23.01.2017 at 11.30 AM at CWC corporate office to familiarize the prospective bidders for e- tendering. Training will be imparted by the officer of KEONICS.

Cost of Tender, e-Tendering Processing Fee, Registration Fee and EMD can be paid online in the following modes:-

Sl. No	Mode of Payment
1.	Credit/Debit Cards
2.	NEFT / RTGS
3.	Net Banking or Direct Debit

The Tender Cost of Rs.100/- and EMD of Rs. 54,000/- have to be deposited through above modes in CWC Bank A/c as per details given below:-

Name of Bank	:	VIJAYA BANK
Branch	:	HAUZ KHAS, NEW DELHI
IFSC Code Number	:	VIJB0006015
Bank Account Number	:	601501011001058

Tender Processing Fee Rs. 575/- (Non-Refundable) and Registration Fee of Rs.5,750/-(if not registered earlier) has to be deposited in account of M/s. Karnataka State Electronics Development Corporation Limited (KEONICS) through e-payment mode only.

The unique transaction reference of RTGS/NEFT against the cost of tender, EMD shall have to be uploaded in the e-Tendering system as per Tender page No. 4.

- b. **Last date** for on line submission of e-tender is upto **3.00 P.M. on 01.02.2017**
- c. e-Tender (**Technical Bid**) to be opened online at CWC, CO, New Delhi on **01.02.2017 at 3:30 P.M.**
- d. e-Tender will remain valid upto **90 Days** and inclusive of **01.02.2017**

Note:

1. If the date fixed for opening of tenders is subsequently declared a holiday, the tenders will be opened on the next working day following the holiday but there will be no change in the time for opening indicated above.
2. The Dy.General Manager (Pers.), CWC, CO, New Delhi may at his discretion, extend this day by a fortnight and such extension shall be binding on the tenderers.
3. If the date upto which the e- tender is to remain open for acceptance is declared to be holiday, the tender shall be deemed to remain open for acceptance till the next following working day.
4. The tenderers 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 tenderer 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 valid Registration and Competency Certificate issued by any of the agencies mentioned in the notification of ministry of MSME indicated below along with the bid.**
 - (i) District industries Centres
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Udyog Aadhar
 - (viii) Any other body specified by Ministry of MSME

The MSEs must also indicate the terminal validity date of their registration. The benefit as stated above to MSE, shall be available only for goods and services produced & provided by MSEs 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 MSEs owned by SC/ST is as under:-

- (a) In case of proprietary MSE, the proprietor(s) shall be SC/ST.
- (b) In case of partnership MSE, 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 MSE does not fulfill the criteria as mentioned above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

The scanned copy of cash receipt or certificate of registration (for tenderers 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 uploaded/submitted online before the date and time set for closing of tender.

CHECK LIST OF DOCUMENTS

e-Tender notice invited for supply of rental of cars at CWC, CO, New Delhi.

Page No.	Description of Documents
2 & 6	Earnest money Rs. 54,000/-. Scanned copy of Unique Transaction Reference (UTR) is to be uploaded.
5 to 14	Terms and Conditions (Annex-I) for supply of cars
15	Document at Sl. No. 1 to 4 & 6 to 10 to be uploaded with Technical Bid (Annex-II).
15	Technical Bid (Annex-II)
16	Financial Bid (Price Bid) Annex-III
17	Undertaking regarding unconditional acceptance of the terms and conditions of the tender documents (Annex-IV)

I accept all the terms and conditions of the e-Tender unconditionally. I have also uploaded documents on e-tendering site as per page No.15 (Sr.No. 1 to10) and page No. which are scanned in PDF form.

***Signature of Tenderer
with seal if any***

TERMS AND CONDITIONS GOVERNING THE CONTRACT FOR SUPPLY OF TWO NO. OF RENTAL CARS WITH TAXI No. ON MONTHLY BASIS AND OTHERS ON DEMAND BASIS AT CENTRAL WAREHOUSING CORPORAITON CORPORATE OFFICE AT 4/1, SIRI INSTITUTIONAL AREA, HAUZ KHAS, NEW DELHI-110 016.

1. DESCRIPTION OF RENTAL CAR

- a. The cars to be supplied on regular monthly rent basis should be Indigo or equivalent like ETIOS or Swift Dzire run on CNG in good condition not prior to 2014 model. **The tenderer should possess at least two Nos. of cars with taxi number at the time of submission of Tender and has to enclose the photocopies of RCs of the same. The cars should be in the name of the tenderer. It is not necessary that required CNG version of car is already in possession of the tenderer.** At present CWC is in need of two cars on monthly basis. However, Number of cars required can be changed at any moment as per the requirement of CWC. The tenderer is also required to quote the rates for supplying the car on day to day basis on demand. Such cars should also be in good working condition. The cars to be supplied should have taxi number.
- b. The successful tenderer shall produce the two cars at this office for inspection by a committee of officers within 10 days of the award of the tender.
- c. **The mileage and time will be counted from Corporate Office to Corporate Office.**
- d. **The Driver of the car should always be in possession of a proper valid Driving licence, Registration book, latest valid insurance, up to date payment of road tax, while driving the car.**
- e. **The Corporation will not be liable to pay any tax or licence fee or damages in case of accidents.**
- f. **The party will make arrangement for providing alternate vehicle in case of break down.**
- g. **The Driver should be in proper uniform to be provided by the contractor.**
- h. **Corporation will not be liable to pay for any price hike in case of petrol or diesel /CNG during the tenure of contract.**
- i. **The Driver will maintain proper log book with full detail to justify the time and mileage.**
- j. **The rates quoted should be inclusive of all taxes/service charges etc. as per Government guidelines issued from time to time except service tax which will be payable extra at applicable rate.**
- k. **The contractor shall provide the Mobile Phone to the drivers at his own cost.**
- l. **The Vehicles deployed should conform to the emission parameters / norms fixed by the Central Government/ State Government agencies.**
- m. **Period of contract shall be for two years extendable for another three months.**

The cars to be supplied on day to day basis shall be in good condition.

2. **EARNEST MONEY**

Earnest Money of Rs.54000/- should be deposited online in the manner as given on page 2&3 of the tender and UTR No. should be scanned and uploaded with the technical bid.

The Earnest Money shall be liable to forfeiture, if the tenderer, after submitting his Tender, resiles from or modified his offer and/or the terms and conditions thereof in any manner, it being understood that the Tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The Earnest Money is also liable to be forfeited in the event of the tenderer's failure, after the acceptance of his Tender, to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the Corporation under the contract and law. The earnest money will be returned to all unsuccessful tenderers as soon as practicable after decision on the Tenders and to a successful tenderer after he has furnished a security deposit, if the successful tenderer does not desire the same to be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money in any case.

2.1 The tenderer registered with the **National small Industries Corporation** under revised scheme who can produce certificate of competency **will not be required** to submit the **requisite Earnest Money up to the monetary limit fixed by the NSIC**. Tenderers **should furnish** requisite amount of earnest money with the tender **beyond monetary limit** fixed in the registration certificate by NSIC. **This concession will not be available to the parties who do not furnish Registration and Competency Certificate** .

2.2 The tenderer registered for the item tendered with any of the agencies mentioned in the notification of **Ministry of MSME** will not be required to submit the requisite **Earnest Money up to the monetary limit** fixed by the registering agency. Tenders should furnish requisite amount of earnest money with the tender beyond monetary limit fixed in the registration certificate with any of the agencies mentioned in the notification of Ministry of MSME. This concession will not be available to the parties who do not furnish valid Registration and Competency Certificate issued by any of the agencies mentioned in the notification dated 23.12.2012 of ministry of MSME indicated below along with the bid.

- 2.2.1 District industries Centres
- 2.2.2 Khadi and Village Industries Commission
- 2.2.3 Khadi and Village Industries Board
- 2.2.4 Coir Board
- 2.2.5 National Small Industries Corporation
- 2.2.6 Directorate of Handicraft and Handloom
- 2.2.7 Udyog Aadhar
- 2.2.8 Any other body specified by Ministry of MSME

The MSEs must also indicate the terminal validity period of their registration.

3. **Technical Qualification**

- 3.1 The tenderer should possess at least two number of cars with taxi No. in his name and furnish copy of the R C of the cars as proof of ownership.

- 3.2 The cars should be pollution free and copy of valid pollution certificate (latest) should be submitted.
- 3.3 The tenderer should have paid the road tax and document in this regard to be furnished.
- 3.4 Tenderer should have insurance policy covering the vehicles under comprehensive cover.
- 3.5 Tenderer should have valid PAN Card and Service Tax Registration in the name of the firm/proprietor.
- 3.6 The tenderer should have experience in providing taxi services on rental basis at least for one year. The experience certificate issued by the service recipients or the copy of work order(s) should be furnished.
- 3.7 EMD of Rs.54,000/- be deposited in the manner as given in the foregoing para and its UTR no. be scanned and uploaded.

NOTE ;

- i) The tenderer should upload documents in support of requirement of Technical bid given in para 3.1 to 3.7.
- ii) Tender received without Cost of tender and EMD will be summarily rejected.

4. SECURITY DEPOSIT

- a. Security deposit (non-interest bearing) amounting to **Rs.1,35,000/-** shall be deposited by the contractor through demand draft issued by nationalized bank/scheduled bank drawn in favour of Central Warehousing Corporation and payable at New Delhi, within a week of acceptance of his/her tender. The successful tenderer however can make a request for adjustment of EMD amount of Rs. 54,000/- against security deposit and make payment of balance amount of **Rs. 81,000/-** in the above mentioned form. The SD will be released after satisfactory completion of the contract and adjustment of the Corporation's dues, if any. In accordance with terms and conditions of the agreement, the said security deposit shall be forfeited for any failure on the part of contractor.
- b. The security deposit furnished by the tenderer would be subject to the terms and conditions specified in this Tender and the Corporation will not be liable to pay any interest on the security deposit or any depreciation thereof.
- c. If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this Tender and a fresh security deposit will be required to be furnished.
- d. In the event of termination of the contract envisaged in clause 15 the Dy.General Manager (Pers) shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to the claims for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation

5. DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID.

- a. The tenderer should upload all the documents mentioned in clause 3 and Annexure-II (Technical Bid)” The rates will be quoted in the Financial Bid (Annexure-III). The financial bid of only those tenderer will be opened who will be found qualified in the technical bid.

- b. The tenderer should use the class-3 digital signature for uploading all the documents including price bid.

6. OPENING OF TENDERS

The e-Tenders will be opened online website www.tenderwizard.com/CWC at the time and date indicated in the e-Tender form in the presence of tenderers who wish to be present at the time of opening.

7. EVALUATION OF MSE BID

Participating MSEs 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 MSE., and such Micro and Small Enterprise shall be allowed to supply upto 20 percent of total tendered value, a sub-target of 20% out of 20% is to be earmarked for MSE owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). However, for procurement of services or supplies where quantity is not splittable or non-dividable, MSE quoting price within the price band or L1+15% may be awarded for full / complete supply of total tendered value.

8. Seeking clarifications & missing documents from the Bidder on the Technical bid.

- i) CWC may seek any specific clarifications to meet the tender requirement during the technical evaluation stage of bid.
- ii) If there are conditions attached to any financial proposal/bid, which shall have bearing on the total cost, the Financial Evaluation Committee shall reject any such proposal(s) as non-responsive. However, if the Committee feels it as necessary to seek clarification on any financial proposal(s) regarding taxes, duties or any such matter, CWC may invite response(s) in writing.
- iii) Following procedure shall be adopted to seek clarifications/missing document(s) on point (i) and (ii) above:
 - a) To avoid either unfairness to potential bidders or the impression of unfairness to any bidder, these clarifications to be obtained from all the bidders by calling the clarifications from all the bidders at the same time, giving them reasonable time period i.e. not exceeding more than 15 days and opening the responses (clarifications) received from all the bidders at the same time.
 - b) The bidder has the option to respond or not to respond to these queries.
 - c) If the bidder fails to respond, within the stipulated time period or the clarification submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the clarification and the bid will be summarily rejected.

- d) The request for clarification shall be in writing and no change in quoted prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- e) All the responses to the clarifications will be part of the Proposal of the respective bidders, and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement.

(iv) Preliminary scrutiny of bids

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

- a. The bid is unsigned;
- b. The bid is not legible;
- c. Required EMD and cost of tender has not been received;
- d. The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- e. The bidder has not quoted for all the items, as specified in Section-I (IFB).
- f. The bidder has not agreed to some of the essential conditions like payment terms, warranty clause, liquidated damages clause, dispute resolution mechanism etc. (having significant bearing on the cost/performance/utility of the required items) incorporated in the bid document.

9. CORRUPT PRACTICE

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

10. INTERVIEW AND ACCEPTANCE OF TENDER

Lowest valid tenderer/tenderers can be invited for interview/acceptance of Tender at their own expenses.

11. LIABILITY FOR LABOUR AND/OR PERSONNEL ENGAGED BY THE CONTRACTORS

- i) The successful Tenderer hereinafter called the contractor shall be required to execute an agreement on non-judicial stamp paper of appropriate value in the approved form.
- ii) All Labour and/or personnel employed by the contractors shall be engaged by them as their own employees/workmen in all respects implied or expressed.
- iii) The responsibility to comply with the provisions of the various Labour Laws of the country such as Factories Act, 1948. Workmen's Compensation Act 1923. Employees Provident Act 1952, Maternity Benefit Act, 1961, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976, ESI Act, 1948, Minimum Wages Act, Payment of Wages Act or any other Act to the extent they are applicable to their establishment/works/workmen will be that of the contractor.
- iv) Industrial Dispute Act **1947** with rules, orders and notifications issued thereunder.
- v) The Corporation shall be fully indemnified by the contractor against all payments, claims and liabilities whatsoever incidental or direct, arising out of or for compliance with or enforcement the provisions of the above said acts or similar others Enactments of the country as they are at present or as they would stand modified from time to time, to the extent they are applicable to the establishments/works in the Corporation.
- vi) The Central Warehousing Corporation shall have the right to deduct from any money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not authorized or justified by the terms of the contract or non-observance of the Rules and Regulations and or Acts by way of non fulfillment of any obligations on the part of the contractors for strict observance of the provisions of the aforesaid laws.
- vii) The contractor shall provide and be responsible for payment of wages/salaries, Bonus, insurance, Medical and other facilities to his personnel's as per law/rules/regulations and orders of the Central Govt. and State Govt/Local Authorities inforce from time to time. All employees of the contractor shall be exclusively employees of the contractor. If the Corporation has to bear any liability on account of the employees of the contractor, the same will be deducted from his bill or otherwise from the contractor.

12. PAYMENT TERMS

(a) The payment against the contract will be made on presentation of the pre-receipted bills in duplicate every month. In the bill value of service and amount of service tax shall be shown separately.
(b) Service Tax or any other Tax in lieu thereof levied by the Central Government from time to time on the Services rendered by the Contractor to CWC shall be paid by CWC to the contractor over and above the Schedules of Rates, subject to the contractor submitting his Bills/Invoices therefore in the Format prescribed under Rule 4A (1) of the Service Tax Rules, 1994 or other relevant Laws, as the case may be.
(c) Under the New Service Tax Regime effective 01.07.2012, Service Tax under the Reverse Charge Mechanism would have to be deposited on certain taxable services by the Service Recipient for which the Service Recipient would have to register himself as a Service Recipient. In this regard, CWC has to deposit a certain percentage of service tax with the service tax department as applicable from time to time.
(d) Party has to record in the bold letters whether he will avail abatement of service tax or not in each bill.
(e) Income tax if applicable will be deducted at source from the bills as per the rules.

13. ARBITRATION

All the disputes and differences arising out of or in any way touching upon or concerning this agreement of licence whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director of the Corporation or in the absence of Managing Director, such officer of the Corporation, who performs the duties of the Managing Director for the time being by virtue of a general or special order of the board of Directors of the Corporation. It is agreed that any officer of the corporation may be appointed as the sole Arbitrator, the fact that such an officer may have dealt with the dispute in question in the discharge of his duties at any stage and expressed an opinion thereon shall not act as a bar to his appointment as the sole arbitrator. The award of such Arbitrator shall be final and binding on the parties to this agreement. In the event of such Arbitrator to whom the matter is referred being transferred or vacating his office by resignation or otherwise or becoming unable to act for any reason, the Managing Director of the Corporation or such other officer for the time being performing the duties of Managing Director as aforesaid, shall in that event, appoint another person to act as Arbitrator in accordance with terms of

This agreement, it is also a term of this agreement that no person other than a person appointed by the Managing Director of the corporation or by such other officer of the Corporation for the time being performing the duties of Managing Director as aforesaid shall act as Arbitrator.

Subject as aforesaid, the Arbitration Act & Conciliation Act 1996 and the rules made thereunder, as amended from time to time, shall apply to the arbitration proceedings under this clause.