

NOTICE INVITING TENDER

The Central Warehousing Corporation (A Govt. of India Undertaking) invites sealed item rates in two bid system for an appointment of Auctioneer from the bonafide parties having capability of conducting e-tender cum e-auction , Public Auction, Tender Auction with minimum experience of conducting at least Five (5) no. of **e-tender cum e-auctions** with Customs, CFSs, Ports & Public Sector undertaking and earned minimum Rs.10 Lakhs as professional fees during the last financial year, for disposal of long standing/ un-cleared cargo lying at CFSs/ ICDs/ Public Bonded Warehouses or at any other location within jurisdiction of Central Warehousing Corporation, Regional Office, Mumbai for a period of two years and extendable for a further period up to twelve months at the sole discretion of the Corporation.

Tender document (non-transferable) along with other details can be obtained on payment of Rs.1180/- (Rupees One Thousand One Hundred Eighty only) including GST @ 18% non-refundable for each tender from the Office of the Regional Manager, Central Warehousing Corporation (in brief as "CWC"), Regional Office, Mumbai, Sector-20, Near APMC Fruit Market, Vashi , Navi Mumbai-400 703 on any working days between from **30.08.2018 to 19.09.2018** 10.00 Hrs to 16.00 Hrs. Tenders will be accepted up to 15.00 Hrs. on **20.09.2018** and will be opened at 15.30 Hrs. on the same day. The parties, who download the tender document from our websites, should enclose Demand Draft of Rs.1180/- (Rupees One Thousand One Hundred Eighty only) towards the cost of tender at the time of submission in addition to EMD. Conditional tenders shall be summarily rejected. For further details intending tenderer / auctioneer may contact the Office of the Regional Manager, CWC, Regional Office, Mumbai, Sector-20, Near APMC Fruit Market, Vashi , Navi Mumbai-400 703 on telephone no. 022-27840872 and e mail id: rmmum@cewacor.nic.in & cwc.buss_ronm@yahoo.co.in or may view and download the tender form from the Websites www.cewacor.nic.in or www.eprocure.gov.in

REGIONAL MANAGER

NOT TRANSFERABLE

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

**REGIONAL OFFICE
Mumbai, Sector-20,
Near APMC Fruit Market,
Vashi , Navi Mumbai-400 703**

**INVITATION OF TENDER AND INSTRUCTION TO TENDERERS FOR
APPOINTMENT OF AUCTIONEER TO CONDUCT E-AUCTION/E-
TENDER/TENDER FOR DISPOSAL OF LONG STANDING/UNCLEARED CARGO
LYING AT CFS/ICD OR AT ANY OTHER UNITS WITHIN THE JURISDICTION OF
CWC, RO, MUMBAI.**

**COST OF TENDER RS.1180/-
(RUPEES ONE THOUSAND ONE HUNDRED & EIGHTY ONLY)**

Tender to remain open for acceptance up to 20.09.2018 15.00 Hrs.

NAME OF THE PARTY

CR No. _____ Dt. _____

TENDER DOCUMENT

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1. Eligibility Criteria:-

- (a) The tenderer must have a minimum experience in the business of conducting at least Five (5) e-auctions during last year. Experience should be supported with copies of work order and experience certificates.
 - (b) The tenderer should have conducted auction for any Commissionerate of Customs / Major Port Trust / Public Sector Undertakings / CFS/ICD.
 - (c) The tenderer should have earned at least Rs.10,00,000/-**(Rupees Ten Lacs Only)** as professional fees during last financial year.
 - (d) Tenderer is required to submit a copy of GST Registration.
 - (e) Copy of PAN card.
2. Tenderer is required to furnish documentary evidence for the points mentioned above in the eligibility criteria.
 3. Tenderer has to provide relevant documents establishing the fact that they are Partnership/Joint/Limited/Sole Proprietary Company.

SUBMISSION OF TENDER

1. Tenders shall be submitted in sealed covers addressed to the Regional Manager, Central Warehousing Corporation, Regional Office, Mumbai, Sector-20, Near APMC Fruit Market, Vashi, Navi Mumbai-400 703. Tender should be submitted and reach at the above mentioned address on or before 20.09.2018 by 15.00 Hrs. Tenders received after due date and time shall not be accepted.
2. Tender must be submitted in two separate Envelopes viz Envelope "A" marked "Technical Bid" and Envelope "B" marked "Financial Bid" duly sealed and kept in the main cover super-scribed "Tender for appointment of auctioneer".
3. Envelope "A" which shall be opened first shall contain the basic documents specified as under:
 - (a) Details of experience along with authenticated documents.
 - (b) **Earnest Money Deposit of Rs.5,000 /-(Rupees Five Thousand Only) in the form of Bank Draft/Pay Order from any Govt./Nationalized/Scheduled Bank in favour of Central Warehousing Corporation, Payable at Navi Mumbai/Mumbai.**
 - (c) The parties, who download the tender document from the websites, should enclose Demand Draft of Rs.1180/- (Rupees One Thousand One Hundred Eighty only) towards the cost of tender at the time of submission of tender in addition to EMD.
 - (d) Latest Income Tax return.
 - (e) Self-attested copies of the articles of Association and Memorandum of Association in r/o Company and by laws in case of Cooperative societies.
 - (f) Partnership deed in case of Partnership Firm. A duly self - attested undertaking in case of Proprietorship Firm.
 - (g) Copy of PAN Card.
 - (h) Copy of GST Registration.
 - (i) Power of attorney for person/s signing the tender.
 - (j) The Original Tender document duly signed and stamped on each page by the tenderer failing which tender shall be summarily rejected.

Copies of all above documents to be submitted must be duly self-attested by the tenderer.

4. It may be clearly noted that in case tender submitted by the tenderers are not accompanied by all or any of the documents stated under para 3 above, or are found unsigned & not stamped, such tenders shall be summarily rejected without any further reference.
5. Only after scrutiny of the basic documents of Envelope "A" containing "Technical Bid" and finding the tenderer technically qualified, envelop "B" containing only "Schedule of Rates" indicating rates for service towards e-auctioning/Tender shall be opened and

date for opening of rate bid will be communicated separately. Rate bid for Technically disqualified bidders will be returned unopened.

6. The rates should be written both in figures and in words. Any overwriting correction or insertion should be duly signed by the authorized signatories of the tenderer. If there is any variation between the rates quoted either in figure and words, only the lower of the two rates quoted either in figure or in words shall be construed as correct and valid.
7. Tenderer should clearly indicate the name & address of their Firm/Company/Individual as the case may be, on both the envelopes and should clearly indicate “Tender for appointment of e-auctioneer” on the top of the envelopes.
8. The tender offer (quoted rates) shall be valid for 90 (Ninety) days from the date of opening of tenders.
9. The tender shall be opened at 15:30 hrs on 20.09.2018 in presence of the tenderers who may wish to remain present at their own cost. 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.

The rate bid shall be opened on a subsequent date which shall be notified to technically qualified tenderers separately.

10. The tenderer while signing the tender would be deemed to have read and understood all the condition of the tender which will be binding on him and he/she has to sign on each page of tender form duly sealed/stamped in token of accepting all terms & conditions of the Tender.
11. Conditional tenders will not be accepted.

GENERAL CONDITIONS OF CONTRACT

I. Period of contract:

Period of contract shall be initially for two years from the date of commencement of contract, which will be extendable on same rates, terms and conditions for a further period of up to 12 (twelve) months at the sole discretion of the Regional Manager, CWC, RO, Mumbai.

II. Earnest Money :

Each tender must be accompanied with an Earnest Money of **Rs.5,000/-** (Rupees Five Thousand Only) in the form of DD/PO issued by any Govt./Nationalized Bank in favour of Central Warehousing Corporation, payable at Mumbai. The Tenders not accompanied by EMD shall summarily be rejected.

III. Forfeiture of EMD:

The EMD shall be forfeited under following conditions:

- (a) The tenderer withdraw his tender or modifies his offer in a manner unacceptable to CWC during the validity period of tender which is 90 (Ninety) days from the date of opening of tender.
- (b) The tenderer have been notified for the acceptance of the tender during the validity of tender, refuse to undertake the work on award of the contract.
- (c) The tenderer submits forged/tampered documents while participating in the tender. Further action as deemed fit by CWC may also be initiated against such erring tenderer as per law.

IV. Refund of EMD:

- (a) The amount of EMD shall be refunded to all unsuccessful tenderer after award of contract to successful tenderer and upon return of Original EMD receipt duly acknowledged on the reserve of receipt and a written request.
- (b) The EMD of successful Tenderer shall be adjusted towards Security Deposit.

V. Security Deposit:

- (i) The successful tenderer whose tender is finally accepted must deposit a Security Deposit of Rs.20,000/- (Rs. Twenty Thousand Only) within 7 days from the date of acceptance for fulfillment of the contractual terms.

The security deposit will be deposited through a DD/PO from any Govt./Nationalized/Scheduled Bank drawn in favour of 'Central Warehousing Corporation' payable at Navi Mumbai/Mumbai. The EMD will be adjusted towards Security Deposit.

- (ii) In case the contractor withdraws his contract or does not perform as per contractual obligations, the Security Deposit is liable to be forfeited.

VI. Adherence to the Tender:

- (i) The tenderer is required to fill and sign the "Form of Tender", Technical and financial bid towards the acceptance of all the tender conditions mentioned therein the tender, failing which the tender shall be summarily rejected.
- (ii) Person or persons signing the tender shall state in what capacity he or they are signing the tender e.g. as sole proprietor of a firm or as a Secretary/Manager/Partner/Director etc. of a firm.
- (iii) The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority obtained for such other person or the firm as the case may be, in all matters pertaining to the contract including the Arbitration clause. If the person signing the tender, fails to produce the said power of attorney, the tender shall be liable to be summarily rejected without prejudice to any other right of the CWC under the law. The "Power of Attorney" should be signed by all the partners in the case of partnership concern and by the proprietor in the case of proprietary concern and by the person who by his signature can bind the company in the case of limited company or a co-operative society. In the case of Hindu Undivided family the "Power of Attorney" should be signed by the Karta who, by his signature, can bind the firm.

VII. Arbitration:-

All disputes and differences arising out of this contract or in any way touching or concerning this contract, whatsoever (except as to any matter, the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of any person so appointed by the Managing Director, Central Warehousing Corporation, New Delhi. There will be no objection to any such appointment on the ground that the person appointed is an employee of the Corporation, that he had to deal with the matters to which the contract relates and that in the course of his duties as such employee of the Corporation he had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to the contract. It is a term of the contract that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act or resigning for any reason, the Managing Director, Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act or resigning shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award.

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

It is further provided that the Arbitrator may from time to time and with the consent of the parties enlarge the time, for making and publishing the award.

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

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

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

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

The Arbitrator shall give separate award in respect of each dispute or differences referred to him and shall give reasons for his decision.

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

EXPLANATION:-

For the purpose of this clause, the expression 'MANAGING DIRECTOR' shall include any officer for the time being performing the duties of the Managing Director of the Central Warehousing Corporation, New Delhi.

VIII. Amendment of the tender documents:

CWC reserves the rights to amend the tender documents if considered necessary with due intimation to respective tenderer prior to the last date of sale of tender. CWC also reserves the right to extend the date of submission and opening of tender if considered necessary to allow reasonable time to the tenderers in such cases. Any amendment in the tender will be notified only on the Corporation Website and therefore tenderers should invariably check the website on the last date of sale of tenders.

IX. Rights of Corporation:

- (i) CWC reserves the right to accept or reject any tender in part or in full without assigning any reason whatsoever.
- (ii) CWC reserves the right to relax the tender condition at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of the CWC and the trade.

X. Signing of the Contract:

The successful tenderer shall be required to execute an agreement on a judicial stamp paper of requisite value with the CWC in the annexed Performa to tender documents within 15 days from the issue of Letter of Acceptance. In the event of failure on the part of successful tenderer to submit the Security Deposit and execute the agreement, the EMD shall be forfeited and the acceptance of the tender cancelled.

XI. Payment :

All payments due to Tenderer for services rendered against this contract shall be made through RTGS within 15 (Fifteen) days from the date of submission of bills if found to be in order after scrutiny. To receive the payment, the bank details has to be provided by the successful bidder after award of the contract .Payment will be made after deduction of the Income Tax and any other dues as applicable at source.

XII. Penalty

Any financial loss incurred by CWC arising due to any procedural lapses on the part of the auctioneer shall be recovered by CWC from the auctioneer.

XIII. Termination of the Contract:

During the currency of the contract, if the services of the successful tenderer are not found to be satisfactory, CWC reserves the right to terminate the contract with one month prior notice without payment of any compensation or whatsoever

XIV. Exit Clause:

The contract between CWC and the successful tenderer can be terminated by either side with 3 (Three) months' notice without assigning any reason and with no liability on either side.

XV. MSME Policy preference will be allowed as per Govt. notification dtd.23.03.2012

SCOPE OF WORK (E-AUCTIONING)

1. The basic responsibility of the contractor is to conduct e-tender cum e-auction of long standing cargo/containers under the provision of Section 48 of Customs Act 1962 read with and Warehousing Corporation Act 1962, which are lying un-cleared at CFS-Distripark/D'Node/ Impex Park, ICD-Ambad (Nashik)/Pune/Verna Goa/Waluj or any other units of CWC in Maharashtra & Goa. Conditions of auction sale will be prescribed by CWC. In all cases of e-Auction sale held on behalf of Regional Manager, CWC, RO, Mumbai the auctioneer shall attend to follow for e-auction purpose.
2. To ensure maximum participation in the auction, widespread publicity shall be given in two leading English newspapers, one Hindi and one local language Newspaper at his own expenses. He may also advertise through Internet, E-Mail or other modes of advertisement as well as other papers.
3. Preparation of catalogue containing detailed list of items to be offered for sale with lot-wise details, GST, starting bid, incremental value, starting time, ending time, Caution Money Deposit (CMD), and terms and conditions of sale. Each of the items shall be offered as a separate lot.
4. Publishing of the above catalogue on auctioneer website / handouts.
5. Service provider has to proactively approach new parties and inform them about the e-tender cum e- auction process.
6. Conduct mock auction prior to the live auction to allow the participants to be comfortable with the bidding process.
7. Issue guidelines to bidders to take part and provide infra-structure support and call centre support during actual event.
8. Finalize start and end time, terms of bidding and configuration of the auction along with CWC.
9. Conduct actual auction providing server and all related infrastructure.
10. Ensure that all the bidders are able to participate in the actual bidding process.
11. Obtain written confirmation from H1 bidders (Highest Bidders).
12. Acceptance of Earnest Money Deposit (EMD)/ Caution Money Deposit (CMD) in the form of a DD from Nationalized/Scheduled Bank. The DD has to be in favour of CWC.
13. Appropriate training has to be provided to intending bidders and CWC employees.

14. Presence of representative of e-Auctioneer at CWC premises at the time of conducting mock / final auction.
15. Follow up to ensure payment by the successful bidder.
16. Generation and submission of auction report to CWC.
17. Ensure that the software solution meet the requirements notified by the Department of Electronics and Information Technology (DeitY) under the **“Guidelines for compliance to Quality Requirements of e-procurement Systems” published on the e- Governance Standards Portal (<http://egovstandards.gov.in>)**.

NOTE:

1. CWC reserves the right to cancel the e-Auction process and not issue order to any bidder participating in the e-Auction process. The successful bidders have to remove material within stipulated time as fixed by CWC.
2. Payment shall be made to Auctioneer on bid amounts of lots sold through e-tender cum e-Auction after successful completion of complete activities i.e. receipt of payment from successful bidders and after final delivery of the cargo.
3. Upon receipt of intimation of confirmation of sales, the auctioneer shall issue final confirmation notice to the successful bidder immediately and upon production of which the auction cell of CWC, RO, Mumbai will issue delivery order after recovery of balance amount with applicable GST and concerned Manager CFS/ICD/CW shall deliver the goods to the purchaser thereof after recovery of the warehouse rental charges and handling charges or such charges as may have been accrued.
4. The hall expenses, printing & stationery and other contingent expenditure for conducting auction is to be borne by the auctioneer.
5. No commission shall be payable by CWC to auctioneer on forfeited EMD / CMD.

The auctioneer shall not purchase any of the lot himself or through his agents. Nor either directly or indirectly give or promise to pay or give or permit to be given to any persons if any departments of the Trustees money or any gratuity fee or reward which might be considered to have reference to any matter or thing in any way connected with the performance of the contract. Nor shall be assign over the present contract or any part thereof or in any manner allow any other person or persons to interfere in the management or performance thereof without the special sanction of the Competent Authority in writing first obtained thereto.

Technical Bid

FORM OF TENDER

Tenderers are required to fill up all the blank spaces in the form of tender.

To
The Regional Manager,
Central Warehousing Corporation,
Regional Office, Sector-20,
Near APMC Fruit Market,
Vashi, Navi Mumbai-400 703

SUB: Tender No. _____
For conduction e-tender cum e-auction of long standing containers / cargo on behalf of CWC.

Sir,

Having examined the terms and conditions of contract, the scope/description of work, we hereby offer to carry out the works mentioned in the scope of work in conformity with the terms and conditions of contract.

In the event of acceptance of our offer, we undertake to start the work within 15 days from the date of receipt of work order.

Our offer shall remain valid for **90 days** from the day of opening of tender.
Copies of documents for the points mentioned in eligibility criteria are enclosed.

Ours/mine is a partnership/ joint/ public limited/ private limited/ sole proprietary company and copy of memorandum of Association and articles of association / partnership deed / power of attorney etc. is enclosed.

A DD No. _____ DT. _____ **for Rs.5,000/-** towards EMD payable on _____ is enclosed. A DD/ Cash Receipt No. _____ DT. _____ for Rs.1180/- towards Cost of downloaded tender is enclosed.

I/We have already read the instruction as per the condition of the tender and agree to abide by those condition un-conditionally.

Dated this : _____ day of _____ 2018

Signature of the Tenderer _____ in the capacity of _____ duly authorized to sign Tenders for and on behalf of M/s. _____
Address :

Name of Witness : _____

Witness Signature : _____

Occupation of Witness : _____

Seal / Stamp of the Company. _____

FINANCIAL BID**SCHEDULE OF RATES FOR CONDUCTING AUCTION****(TO BE SUBMITTED IN A SEPARATE COVER MARKED FINANCIAL BID)**

The auctioneer is required to submit his offer/schedule of rates in the format given below:

e-AUCTION:

Auction proceeds	% commission in figure	% commission in words
For the actual amount of sale		

Notes:

1. GST will be paid separately and should not form part of quoted rates.
2. In case where there are more than one tenderers quoting the same rates, due consideration shall be given to Experience, past performance for the purpose of evaluation of L1.

Signature of Tenderer
Duly Sealed/Stamped with
Name of the Tenderer & address

ANNEXTURE-I

AGREEMENT

The Central Warehousing Corporation having agreed to award the contract of e-Auction-cum-e-tender for the sale of un-cleared LCL & FCL Cargo lying at Container Freight Station, Distripark/D'Node/ Impex Park, ICD-Ambad (Nashik)/Pune/Verna Goa/Waluj or any other units in Maharashtra & Goa , under the control of Regional Office, Mumbai under the provisions of Section 48 of the Customs Act, 1962 read with and Warehousing Corporation Act 1962 in response to the submission of Letter of Consent to the Regional Manager, Central Warehousing Corporation, Regional Office, Mumbai.

I/We _____ am/are executing this agreement on _____ and hereby confirm that I/We have thoroughly examined and understood the terms and conditions and General conditions of sale communicated to me/us through your Letter no _____ issued by the Regional Manager, Central Warehousing Corporation, Regional Office, Sector-20, Near APMC Fruit Market , Vashi, Navi Mumbai for appointment of e-auctioneers for sale of un-cleared longstanding cargo and agree to abide by them.

I/We am/are willing to undertake the said work consequent on the approval of the letter of consent submitted by me/us to the Regional Manager, Central Warehousing Corporation, Regional Office, Sector-20, Near APMC Fruit Market , Vashi, Navi Mumba at the rate mentioned in the enclosed annexure.

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 2 (Two) year with effect from the date of award i.e. _____ which will be extendable on the same rates, terms and conditions for a further period of one year at the sole discretion of the Corporation.

FOR M/S _____

Witness

1.

2.

FOR CENTRAL WAREHOUSING CORPORATION

Witness:

1

2

REGIONAL MANAGER

