



**Central Warehousing Corporation
(A Govt. of India Undertaking)**

E-Tender No.:

CWC CO-IA/MANUAL/2021-IA

**E-Tender Document for Appointment of Chartered Accountants Firm
(Delhi Based) for Reviewing/ Updating Existing Internal Audit Manual
&
Internal Control of Central Warehousing Corporation
under Two Bid System.**

Document downloading date and time:

From 16:00 hours on 25.11.2021 upto 14:00 hours on 22.12.2021

Last Date & Time for submission of Tender Form:

22.12.2021 at 15:00 HRS

Date & Time for Opening of the Tender:

22.12.2021 at 15:30 HRS

at

Corporate Office

4/1 Siri Institutional Area, August Kranti Marg Hauz Khas,
New Delhi - 110016.

Phone: 011-26566107

Website: www.cewacor.nic.in

1. E-TENDER NOTICE

Central Warehousing Corporation (CWC) invites e-tendering under **two bid system** from experienced and eligible bidders **for Appointment of Chartered Accountants Firm for Reviewing/ Updating Existing Internal Audit Manual & Internal Control of Central Warehousing Corporation.**

For further details the prospective bidders are requested to visit website: www.cwceprocure.com, www.cewacor.nic.in.

1.1 INTRODUCTION:

Central Warehousing Corporation (CWC), a Schedule -A, Category -I Mini Ratna Central PSU established under the Warehousing Corporations Act, 1962 enacted by the Parliament. It is functioning under the Ministry of Consumer Affairs, Food & Public Distribution, Govt. of India. CWC has been established for the purpose of warehousing of agriculture produce and other notified commodities. With the passage of time, Central Warehousing Corporation has diversified its business and started operation of Bonded Warehouses, Air Cargo Complex as well as Inland Container Depots (ICDs)/Container Freight Stations (CFSs) all over the country. CWC has been nominated to run the Integrated Check Posts (ICPs) at various international borders. CWC, being a premier warehousing agency in India providing warehousing and logistics support services to diverse group of users and diversified its activities to the construction, consultancy and management warehouses at different places of the user at their requirement. Turnover of CWC during the Financial Year 2020-21 was Rs. 2168.13 Crores. CWC is interested to get review/update the Existing Internal Audit Manual which came into existence in the year 2010 & internal control of the Corporation. Bidders may familiarize themselves with CWC by visiting CWC 's website at cewacor.nic.in.

1.2 PURPOSE OF THE BID:

The present bid invitation under **two bid system** is to **select CA firm (Delhi based firm)** to get review/update the Existing Internal Audit Manual which came into existence in the year 2010 & internal control of the Corporation.

The complete Tender document can be viewed and downloaded from the website (www.cwceprocure.com) during the period as stipulated in the bid invitation notice. The prospective bidders have to make the payment of requisite fee through e-payment mode.

The prospective tenderer may submit queries, if any, through email addressed to Dy.General Manager, Internal Audit at cwcinternal.audit@cewacor.nic.in Central Warehousing Corporation, Corporate Office, New Delhi in connection with this tender within 7 days from the date of publish of the tender on the website, so that the queries can be clarified. The bidder's queries will be clarified through tender portal /website.

CWC reserves the right to reject any or all the bids without assigning any reason thereof.

1.3 KEY EVENTS AND DATES:

Tender Type	Open
Tender No.	CWC CO-IA/MANUAL/2021-IA
Name of Work	Appointment of Chartered Accountants Firm (Delhi Based) For Reviewing and Updating the Internal Audit Manual and Internal Control of Central Warehousing Corporation.
Scope of Work	<p>The Selected CA Firm shall review/update, ascertain and advise on the following:</p> <ul style="list-style-type: none"> a. Changes required in existing internal control system of the Corporation. b. Changes required in existing Internal Audit Manual of the Corporation w.r.t. requirement of The Warehousing (Development & Regulation) Act, 2007. c. Changes required in existing Internal Audit Manual of the Corporation w.r.t CARO 2020. d. Changes required in the existing Internal Audit Manual of the Corporation w.r.t requirement relating to Internal Financial Control. e. Changes required in existing Internal Audit Manual of the Corporation w.r.t requirement relating to risk management system. f. Changes required in existing Internal Audit Manual of the Corporation w.r.t requirement of standards on Internal Audit. g. Changes required in existing check lists for Internal Audit needs any revision / addition / deletion. h. Changes required in internal control system and internal audit manual keeping in view the computerization of various operations. i. Any other changes, as may be required due to certain factors.
Project duration and deliverables	<ul style="list-style-type: none"> (i) 6 months from the date of award of contract. (ii) Revised/updated internal audit manual after incorporating all suggestion/ recommendations as per above scope. (iii) Revised SOPs of different business activities after incorporating all suggestion/ recommendations of improvement of internal control system and internal financial controls as per above scope. (iv) Executive summary of the proposed changes in the internal audit manual, internal control and internal financial control.

Document downloading date and time	25.11.2021 from 16:00 hours upto 22.12.2021 1400 hours.
Last date and time of online bid submission	22.12.2021 upto 1500 hours
Date and time of online technical bid opening	22.12.2021 at 15:30 hours
Date and Time of online price bid opening	To be intimated later
EMD	Tenderer has to submit the EMD Declaration as per Annexure VI.
Processing fee	Tender processing fee (Non-refundable) of Rs. 885/- inclusive of Goods and Service Tax @ 18% would be paid mandatorily to -M/s. ITI Ltd. through E-payment which is already integrated in CWC through the portal www.cwceprocure.com .
Security Deposit	Successful bidder shall have to furnish Security deposit of Rs.30,000/- as Security Deposit. The security deposit of the selected bidder shall be refunded only after completion of deliverables as per scope and no interest shall be paid on the security deposit amount.
Validity period of Bid	90 days from the date of opening of Price Bid.
For further details please visit	www.cwceprocure.com , www.cewacor.nic.in/

Any clarification regarding online participation, Bidders may contact the following official of M/s **ITI Ltd.** Delhi.

Helpdesk : - 011-49424365

Mr. Himanshu: - 8799753411

Email ID: - cwceproc@etenderwizard.com

Further, any clarification/information regarding tender can be obtained from Deputy General Manager (IA) through email: - cwcinternal.audit@cewacor.nic.in

Sd/-
Dy. General Manager (IA)

2. INSTRUCTIONS TO BIDDER FOR ONLINE BID SUBMISSION

- 2.1** Bidders are requested to submit the bids online **through the e-Procurement portal by visiting www.cwceprocure.com or, www.cewacor.nic.in**. **The following documents shall be submitted/uploaded in the tender portal through online only:**

Sr. No.	Particulars	Page no. of scanned documents
(i)	Scanned copy of empanelment of Chartered Accountant firm with C&AG as on 01/04/2021	
(ii)	The Chartered Accountant Firm should have been in existence for at least 10 years and should have carried out statutory audit/internal audit as Central Auditor of minimum 2 PSU's having a turnover of Rs. 500 crore during the previous ten years.	
(iii)	The Chartered Accountant firm should have minimum average annual turnover of Rupees Fifty Lakh (in the name of firm submitting offer) during preceding three financial years 2018-19, 2019-20 & 2020-21 (Supporting documents i.e. Copy of Audited Financial statements of each year to be enclosed). In the event, the turnover details/ Copy of Audited Financial statements for the immediate preceding year i.e. 2020-21 is not available then the bidder may submit and attach the turnover details /copy of audited financial statement for the year 2017-18, 2018-19 and 2019-20.	
(iv)	The Chartered Accountant firms should have at least five partners with two FCAs and two DISA/CISA qualified partners / employees.	
(v)	The Chartered Accountant firms having its Head office/Branch Office within Delhi & NCR are eligible to apply.	
(vi)	No partners or the firm has been debarred by the C&AG or ICAI during last 5 Years (declaration to be submitted).	
(vii)	No disciplinary case/proceedings are pending before any court of law/authority/ICAI against any partner or the Firm (declaration to be submitted).	
(viii)	The Chartered Accountant Firm must be registered under GST and provide GST Regd. Number.	
(ix)	The Chartered Accountant firm must be registered under Income Tax Act & provide PAN Number.	
(x)	Scanned copy of covering letter as per Annexure-I.	
(xi)	Scanned copy of General Conditions of Contract-Annexure-II	

(xii)	Form of Agreement-Annexure-III	
(xiii)	Declaration of Non- Blacklisting- Annexure-IV	
(xiv)	Format of Bank Details - Annexure-V	
(xv)	Submission of EMD Declaration- Annexure-VI	
(xvi)	Scanned copy of Power of Attorney, as per Annexure-VII	
(xvii)	Scanned copy of Format of Confidentiality Undertaking, as per Annexure-VIII	
(xviii)	Submission of Chartered Accountant Details as per Appendix-I	
(xvix)	Scanned copy of entire set of tender documents including blank format of Price bid, duly signed and sealed by the authorized signatory in all pages, as a token of acceptance.	

2.2 **EVALUATION PROCESS:**

A proposal shall be considered responsive if –

- i. It is received within proposed due date and time.
- ii. It is Digitally Signed.
- iii. It contains the information and documents as required in the Tender Document.
- iv. It contains information in formats specified in the Tender Document.
- v. It mentions the validity period as set out in the document.
- vi. The Technical qualification conforms to as specified in the eligibility criteria in the tender.
- vii. A Tender that is substantially responsive is one that conforms to the preceding requirements without deviation or condition.
- viii. CWC reserves the right to reject any tender/tenders which in its opinion is non- responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by CWC in respect of such Tenders.
- ix. CWC shall have the right to review the Technical Qualification and seek clarifications wherever necessary.
- x. Since the tender involves selection based on pre-qualification criteria, the corporation will examine and seek clarification, if any and list out the Tenderer, which are found technically qualified, and the Price Bid of such tenders only will be opened.
- xi. The date and time of opening price bid will be intimated to tenderers whose offers are found to be technically responsive and Part-II (price bid) of such tenderers will be opened on the intimated date and time.
- xii. E-Mail offers will be treated as defective, invalid, and shall be summarily rejected. Only detailed complete online offers received through online tender portal upto closing date and time of submission of tenders will be considered.

The decision of CWC in all matters regarding appointment of CA Firms will be final and binding on the applicants. No correspondence or personal enquiries shall be entertained by

CWC in this regard.

- 2.3 The work shall be carried out in accordance with the attached instructions to Tenderers, general conditions of contract, providing requisite reports, scope of work, schedule, and addendum, if any.
- 2.4 **Earnest Money:** The Bidder has to submit the EMD Declaration as per Annexure -VI.
- 2.5 **Security Deposit:** The successful Tenderer has to deposit Rs. 30,000/- as Security Deposit in the following forms:
- Demand Draft/ Pay Order/ Banker's Cheque of Scheduled/ Nationalized Bank/ **NEFT/RTGS** in favour of Central Warehousing Corporation payable at Delhi
- 2.6 The successful Tenderer shall have to furnish Security Deposit within 15 days of the issue of Letter of Intent. This period can further be extended by the Corporation up to a maximum period of 7 days on the written request of the Tenderer detailing the reasons for delays. Thereafter, the decision of Corporation to grant extension or otherwise shall be final.
- 2.7 The Letter of Intent shall be issued in the first instance informing the successful Tenderer of the decision of the Competent Authority to accept their tender and Award Letter shall be issued only after the Security Deposit in any of the prescribed form is received. In case of failure by the Tenderer to furnish the Security Deposit within the specified period, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to suspend the tenderer for five years.
- 2.8 In the event of contract rescinded by the tenderer under provisions of any of the clauses/ conditions of the agreement, the Security Deposit shall stand forfeited in full and shall be absolutely at the disposal of the Corporation.
- 2.9 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.
- 2.10 The time allowed for completion of entire work by the tenderer will be 6 months from the date of issuance of award Letter.
- 2.11 **Execution of Contract Agreement:** The successful Tenderer shall ensure to enter into a formal agreement with the Corporation within 15 days of issuance of award letter in the prescribed format at Annexure-III on non-judicial stamp paper of appropriate value & will have to sign all the pages of tender document before award of work.
- 2.12 Tenders duly signed i.e. **Technical bid and Price Bid** shall be submitted through online only process for "Reviewing/updating the existing internal audit manual and Internal Control of Central Warehousing Corporation" thereof by 22.12.2021 up to 1500 Hrs.

- 2.13 The Tenderer should quote the rates both in figures and in words at the appropriate place in price bid format as per **Part-II**. In case of any discrepancy in the rates quoted, the amount stated in words shall be treated as authentic and final.
- 2.14 The tenders shall remain open for acceptance for a period of 90 days from the date of opening of the Price Bid. If, the Tenderer fails to keep the tender open for acceptance as stated above or if the Tenderer withdraws the tender before the expiry of said period or makes any modifications in the Terms & Conditions of the tender, then the Corporation without prejudice to any other right or remedy will be at liberty to debarred the tenderer for five years in future participation.
- 2.15 The Tenderer is required to submit/upload signed copies of the documents while submitting the bid as detailed at Appendix-I and clause 3.1.
- 2.16 The BID should be submitted online on or before the scheduled date and time. The CWC shall award the contract to the successful bidder, whose Technical Bid has been found to be substantially responsive and the Price Bid determined as the Lowest.

NOTE: Bidders must submit the copies of the above referred documents in support of their eligibility of bid. In the event of any document found fabricated/ forged/ tampered/ altered/ manipulated during verification tantamount to disqualification from future participation in the tenders of Central Warehousing Corporation for the next 05 (Five) years.

CWC reserves the rights to get verified the credentials and the documents submitted by the Tenderers along with the tender before issue of work order.

Sd/-
Dy. General Manager (IA)

PART - I

3. Instructions to Tenderers

- 3.1 The Tenderer shall examine carefully all available tender documents consisting of following and comply with the same as mentioned in the detailed tender notice since tenders are being invited online: -
- i. Covering Letter -Annexure-I
 - ii. General Conditions of Contract-Annexure-II
 - iii. Form of Agreement-Annexure-III
 - iv. Declaration of Non- Blacklisting- Annexure-IV
 - v. Format of Bank Details - Annexure-V
 - vi. Format of EMD Declaration- Annexure-VI
 - vii. Format for Power of Attorney- Annexure-VII
 - viii. Format of Confidentiality Undertaking– Annexure- VIII
 - ix. Tenderer /Firm Details -Appendix-I
 - x. Part-II : Format of Price Bid.
- 3.2 The Tenderer is advised to secure all necessary information which may be required for completing the tender. Ignorance regarding any information shall not be an excuse for non-completion of work in time or non-performance or delayed performance of the contract. All costs, charges & expenses that may be incurred by the Tenderer in connection with the preparation of his tender shall be borne by them and the Corporation will not accept any liability whatsoever in this regard. Any failure of the Tenderer to acquaint themselves with all the available information will not relieve them from responsibility for estimating the cost properly.
- 3.3 The Tenderer shall also include Complete Schedule of work in their tender.
- 3.4 The required documents shall be drawn up in English language only. In case any document is in any other Indian language, the same shall be got translated into English language which shall be duly attested by the Notary Public and should be enclosed.
- 3.5 GST as applicable from time to time shall be extra and payable by CWC.
- 3.6 No correction is to be made in the tender by the Tenderer. Modification of the tender document is not permissible and Tenderers shall not put any condition and conditional tender shall be rejected.
- 3.7 It must be clearly understood that the prices quoted in the tender are to include for everything required to be done as detailed in the instructions to Tenderers, General and Special Conditions of contract, and all such works as are necessary for the proper completion of the contract.

- 3.8 The estimated cost for the assignment is expected as Rs. 10.00 Lakh (excluding GST). As per The Institute of Chartered Accountants of India recommended norms, minimum fee of Rs. 10.00 Lakh (Rupees Ten Lakhs Only) fixed for the assignment. The Tenderer may quote in price bid any amount at par/ below / above the estimated cost. The minimum fee has been indicated in accordance with Guideline no. 1-CA(7)/03/2016 dated 07/04/2016 as amended from time to time issued by The Institute of Chartered Accountants of India (ICAI). Tenderers shall make their own arrangement for transportation, accommodation, local visit or any visit of the warehouse, region or corporate Office etc. for the persons involved in the study and preparation of manuals including stationery, computers, laptops, consumables etc. No separate amount would be payable on this account except for the total lump sum quoted by the bidder in the price bid.
- 3.9 Time is the essence of the contract and Tenderers are required to complete the whole work within **6 months from the date** of award letter.
- 3.10 The contract and its operation shall be governed by the laws of India for the time being in force. Irrespective of the place of deliverables, the place of execution of works or place of payment under contract, the contract shall be deemed to have been entered into at Delhi within the ordinary civil jurisdiction of the Delhi High Court.
- 3.11 Telegraphic offers will be treated as defective and invalid and shall be rejected. Only detailed complete offers will be considered. No amendments, revisions and/or alterations of the tender will be permitted.
- 3.12 In the event of tenders being submitted by a Tenderer, it must be signed separately by each constituent partner thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney from them authorizing to do so.
- 3.13 Canvassing in connection with the tender is strictly prohibited and the tender submitted by the Tenderer who resorts to canvassing in any form shall be liable to rejection and the CA Firm(s) may even be forbidden from future tendering for the Corporation works through appropriate action.
- 3.14 Should a Tenderer find discrepancies or omissions from the tender documents or should additional information/clarification be required, they shall at once notify the deputy General Manager (Internal Audit), CWC, Corporate Office, Delhi in writing, who will then issue an addendum in that regard to all Tenderers if considered necessary. Such information shall be submitted immediately but not later than 10 days before the date fixed for opening of tenders. No oral interpretations shall be made or be considered binding and all addenda shall be listed in the tender form and become part of the contract documents.

4. Minimum Eligibility Criteria

Tenderer must upload/submit the documents mentioned under minimum eligibility criteria at serial

no. a to i of clause 4.1 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.

4.1 The following details shall be furnished prescribed in Appendix -I.

- a) The Tenderer should be a firm of Chartered Accountants empaneled with C&AG as on 01.04.2021. (Supporting documents to be enclosed).
- b) The Tenderer should have been in existence for at least ten years and should have carried out statutory audit/internal audit as Central auditor of minimum two PSUs having a turnover of Rs. 500.00 Crore during previous ten years. (Supporting documents to be enclosed).
- c) The Tenderer should have minimum average annual turnover of Rupees Fifty Lakh (in the name of CA firm submitting offer) during preceding three financial years 2018-19, 2019-20 & 2020-21 (Supporting documents i.e. Copy of Audited Financial statements of each year to be enclosed). In the event, the turnover details/ Copy of Audited Financial statements for the immediate preceding year i.e. 2020-21 is not available then the bidder may submit and attach the turnover details /copy of audited financial statement for the year 2017-18, 2018-19 and 2019-20.
- d) The Tenderer should have at least five partners with two FCAs and two DISA/CISA qualified partners / employees.
- e) The CA firms having its Head office/Branch Office within Delhi & NCR are eligible to apply.
- f) No partners or the CA firm has been debarred by the C&AG or ICAI during last 5 Years (declaration to be submitted).
- g) No disciplinary case/proceedings are pending before any court of law/authority/ICAI against any partner or the Firm (declaration to be submitted).
- h) The CA Firm must be registered under GST and provide GST Regd. Number.
- i) The CA firm must be registered under Income Tax Act & provide PAN Number.

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.

4.2 **OTHER TERMS & CONDITIONS:**

- i) The Tenderer must not subcontract the work to any other firm.
- ii) The CA firm will work in strict confidence and will ensure that the information in respect of the operation of the area / unit is dealt in strict confidence and secrecy. A certificate in the prescribed format (Annexure-VIII) towards maintaining confidentiality and secrecy to be provided by the CA Firm before commencement of work/assignment.
- iii) The Tenderer will be debarred from getting the assignment in future in CWC and present assignment will be null and void, in the following cases.
 - a) In case, the Tenderer obtains the assignment on the basis of false information / false statement/false documents.
 - b) In case, the Tenderer does not take up the assigned work in terms of work order.

- c) In case, the Tenderer violates any of the stipulation from (i) to (ii)
- d) In case, the performance of assignment is found to be unsatisfactory by the competent authority.
- iv) The tenderer should submit the tender strictly as per terms and conditions laid down in the tender document through e-tender portal of CWC i.e. **cwceprocure.com** by the duly authorized official.
- v) The Prospective Tenderer may, if they wish to visit CWC Corporate Office (address mentioned below) for better understanding/seeking any clarification about the working and functioning of CWC at their own expenses or Dr. H. B. Das, Dy. General Manager (IA) email id. cwcinternal.audit@cewacor.nic.in may be contacted for this purpose.
- vi) The bidder shall submit the EMD Declaration.
- vii) Bidders must sign the copies of the attached documents along with financial bid. In the event of any documents found fabricated/ forged/ tampered/ altered/ manipulated during verification and subsequent event, then the SD of the bidder shall be forfeited, thereby tantamount to disqualification from future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.
- viii) The proposals received shall be scrutinized and the final outcome, if any, shall be intimated to the concerned at their notified address/e-mail.
- ix) The CWC reserves its right to reject any/ all the proposals without offering any reason thereof.
- x) Bidders who wish to participate in e-tender need to fill data in pre-defined form of Price Bid in Excel format only.

Covering Letter- Annexure -I

To

The Dy. General Manager (IA)
Central Warehousing Corporation,
Corporate Office,
4/1, Siri Institutional Area, August Kranti Marg,
Hauz Khas, New Delhi-110016

With reference to the invitation to tender and having examined the tender documents and instructions to the Tenderers & addenda etc. and having satisfied ourselves in regard to the duties required, we, the undersigned offer to execute and guarantee the complete work relating to the "Reviewing/updating the existing Internal Audit Manual & internal Control of Central Warehousing Corporation" for the Central Warehousing Corporation in conformity with the said tender documents at prices indicated in the Price Bid enclosed.

1. We are also submitting herewith the prescribed Annexures duly completed and signed.
2. If our tender is accepted, we undertake to complete the whole work in the contract to the satisfaction of the corporation within 6 months from the date of award letter.
3. If, this tender is accepted, we further undertake to enter into a formal agreement at our cost with the corporation within 15 days of issue of award letter in the prescribed format provided in the tender document on non-judicial stamp paper of appropriate value.
4. We agree to abide by this tender for a period of 90 days from the date of opening of the Price Bid.
5. We have submitted the EMD Declaration in the prescribed format.
6. We agree that if we resile or modify or withdraw the offer to execute the work at the tendered rates before the expiry of the period as mentioned above, we shall be debarred from future participation in the tenders of Central Warehousing Corporation for the next 05 (Five) years.

We agree for furnishing Security Deposit of Rs. 30,000/- within fifteen days of issuance of Letter of Intent.

7. We understand that Corporation is not bound to accept the lowest tender or any tender CWC may receive and may reject all or any tender without assigning any reason.

On this _____ Day of _____ 2021

SIGNATURE OF TENDERER

IN THE CAPACITY OF: _____

DULY AUTHORISED TO SIGN TENDERS FOR AND ON BEHALF
(IN BLOCK LETTERS)

ADDRESS: _____

General Conditions of Contract- Annexure-II

Selecting a CA Firm for reviewing/updating the existing Internal Audit Manual & Internal Control of Central Warehousing Corporation.

1. Definitions and Interpretations:

In this contract (as hereinafter defined), the following words and expressions shall have the meaning hereby assigned to them unless the contract ascribes a different meaning.

1.1 The term 'Corporation' and the Central Warehousing Corporation, wherever occur shall mean the Central Warehousing Corporation established under Warehousing Corporation Act 1962 will include its Managing Director and its successor or successors and assigns.

1.2 The term 'Managing Director' shall mean the Managing Director of the Corporation.

1.3 The term "Deputy General Manager (Internal Audit)" means the Deputy General Manager, Head of Internal Audit Division of the Corporation.

1.4 The term "CA Firm" the Partnership firm or LLP, with whom the contract is entered into and includes the executors, administrators or successors, permitted assignees or legal representative as the case may be, of such partnership firm or LLP, and further includes the terms successful Tenderer.

1.5 The term "Contract" means the documents forming the tender and acceptance thereof and includes the invitation to tender, instructions to Tenderers, subject to such modification, if any, formal agreement executed between the Corporation and the Tenderer, general conditions of contract, special conditions together with documents referred to therein Price Bid and schedules.

1.6 The term 'Services' shall mean the performance of any of the items of work enumerated in schedule of Work herein including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Dy. General Manager (Internal Audit), or an officer acting on his behalf;

1.7 The term "Tender" means the offer made by a Partnership Firm or LLP for the execution of the assignment.

1.8 The term "Tenderer" means the partnership firm or LLP submitting a tender.

1.9 The term "Contract Price" means the total and all-inclusive sum named in the acceptance of tender (but excluding GST) subject to such additions thereto or reductions there from as may be made under the provisions hereinafter contained.

1.10 "Month" means calendar month.

2. Assignment and subletting of works:

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

In case of individual / sole proprietorship firm, the contract comes to an end with the death of the contractor / individual or the proprietor of the sole proprietorship firm and contract shall not be

awarded to his legal heirs.

3. Debarment of the bidder for failure to honor the contract:

The tenderer shall be barred from future participation in the tenders of Central Warehousing Corporation for the next 05 (Five) years in case the tenderer resiles or modify or withdraw his offer before the expiry of the validity period of 90 days. If the Tenderer whose tender is considered for acceptance fails to submit the prescribed Security Deposit within prescribed period, then also tenderer shall be barred from future participation in the tenders of Central Warehousing Corporation for the next 05 (Five) years.

4. Procedure for obtaining missing documents & specific clarification:

4.1 The Corporation, if necessary, may ask the tenderer for any specific information/clarification relating to qualifying document/condition or can seek missing document(s). The required clarification and missing documents will be asked from only those bidders who have full filled the minimum eligibility criteria and it must be uploaded within specified time subject to maximum of 7 days on the same portal as per the procedure prescribed in clause 4.7 below.

4.2 The missing documents to be submitted should not be of a date later than the date of submission of original bid, The missing documents sought is allowed to be submitted only by uploading on the tender website through which same has been asked. Corporation well within its rights to waive minor infirmity or nonconformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.

4.3 The tenderer has the option to respond or not to respond to these queries.

4.4 The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted. If the tenderer fails to respond, within the stipulated time period or the clarification(s) and missing document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.

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

4.6 Corporation in no way confers or gives the right to the bidders participating in the tender inquiry as per this clause that the bidder has met with the minimum technical qualification or shall not consider itself as technically qualified as per the tender conditions.

4.7 Procedure to be followed for obtaining missing documents & specific clarification:

- (i) An Icon for clarification and missing document(s) shall appear on "Bid details" page (in front of each of the bidder's name) at Corporation's end after opening of Technical/Price Bid

(ii) Corporation shall click on clarification and missing document(s) icon for the desired Bidder and enter the details of clarifications and missing document(s) sought within the prescribed time.

(iii) After entering the details of clarification and missing document(s) sought by the Corporation, same icon is to be clicked at bidder's end for replying to the particular clarification and missing document(s) sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification and missing document(s) sought by the Corporation.

(iv) Bidder will click on clarification icon and will reply to the same and upload the required clarification and missing document (optional) in support of clarification sought and also submit missing documents, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.

(v) Once the prescribed time expires, the reply button of clarification and missing document(s) screen from bidder side shall also disappear automatically.

(vi) After expiry of prescribed time, Corporation shall download the clarification and missing document(s) submitted by the bidder.

5. Security Deposit:

5.1 Security Deposit: The successful bidder shall furnish a security deposit of Rs.30,000/- (Rupees thirty Thousand Only) within fifteen days of issuance of Letter of Intent.

5.2 All compensation, damages and/or other sums of money payable by the CA Firm under the terms of this contract may be deducted from their security deposit or from any sums which may be or may become due to the CA Firm by the Corporation on any account whatsoever. In the event of the Security Deposit being reduced by reason of any such deduction as aforesaid the CA Firm shall within ten days from the date of such deductions make good the amount.

6. Refund of Security Deposit:

The security deposit shall be refunded to the successful tenderer only after due and satisfactory performance of the services and on completion of all obligations by the Tenderer under the terms of the contract.

7. Forfeiture of Security Deposit:

The security deposit shall be liable to forfeiture at the option of the Corporation, if the CA Firm fails to carry out the work or perform or observe any of the conditions of the contract. The Corporation will also be at liberty to deduct from the security deposit or any sum payable to the CA Firm under this or any other contract with the CA Firm such sums as may become due to the Corporation.

8. Work to be to the satisfaction of the Corporation:

The CA Firm shall execute, complete and guarantee the work in strict accordance with the contract to the satisfaction of the Corporation and shall comply with and adhere strictly to the Corporation's instructions and directions on matters (whether mentioned in the contract or not) touching or concerning the work.

9. The Compensation/ Liquidated damages for delay:

The time and date stipulated in the contract for the completion of the work or any part or stage thereof shall be strictly observed by the successful Tenderer and also will be deemed to be the essence of the contract. The work shall, throughout the stipulated period of the contract, be carried out with all diligence. If the CA Firm fails to complete the work or any part thereof within the stipulated time, the CA Firm shall pay to the Corporation on demand, without prejudice to other rights and remedies, the Corporation may have against the CA Firm, a sum equivalent to 1% (One) percent of contract value for every fortnight's delay as compensation (and not as a penalty) for every fortnight or part thereof provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not exceed 5% (five) percent of the contract value of work. The compensation will be determined by the Competent Authority at Corporate office, Delhi. Such decision in writing from the concerned authority of Corporation shall be final and binding on the successful Tenderer. The Corporation may, without prejudice to any other method of recovery, deduct the amount of such compensation from any money in their hands, due or which may become due to the successful Tenderer. However, before imposing liquidated damages, the corporation at its sole discretion will intimate to the successful Tenderer to explain the reasons for delay by sending a time bound notice and the decision of the competent authority shall be final and binding on the successful Tenderer. The amount so recovered will be intimated through office letter or sanction order as per procedure of the Corporation.

10. Force Majeure Conditions:

Notwithstanding anything in this tender/agreement to the contrary neither the Corporation nor the Successful Tenderer shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake and other acts of God, action of enemies or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

10.1 The Successful Tenderer's request for an extension of the time limit for completion of the work in the above-mentioned cases duly recommended by concerned CWC's Representative subject to the following procedures:

- i. That, within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, they inform the Corporation in writing that they consider themselves entitled to an extension of the time limit.
- ii. That, they produce evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- iii. That, they prove to the satisfaction of the Corporation that the said conditions have actually interfered with the carrying out of the contract.
- iv. That, they prove to the satisfaction of the Corporation that the delay occurred is not due to their own action or lack of action.

10.3 Apart from the extension of the time limit, force majeure does not entitle the Tenderer to

any relaxation or to any compensation for damage or loss suffered. In case of prolonged force majeure, the contract is liable to be terminated.

11. Breach of Contract:

The Corporation may without prejudice to its right against the Tenderer in respect of any delay or inferior workmanship or to any claims for compensation for loss or damage in respect of any breach of contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has not elapsed, by notice in writing, absolutely determine the contract in any of the following cases:

- a) If the successful tenderer have been given by the Corporation a notice in writing to rectify, modify, or replace defective report or that the work is being performed in an inefficient or otherwise improper or un-workman like manner; shall neglect to comply with the requirements of such notice for a period of 15 days thereafter or if the Tenderer shall delay or suspend the execution of the work so that, in the judgments of the Corporation (which shall be final and binding) either he shall be unable to secure completion of the work by the date set for completion or they have already failed to complete the work by the date.
- b) If the successful tenderer being a partnership firm dissolve or wound up or if a receiver on behalf of creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a Receiver or which entitle the court to issue a dissolving of partnership order.
- c) If the successful tenderer shall become bankrupt or have a receiving order made against them or shall present their petition in bankruptcy.
- d) If the successful tenderer commits breach of any of terms and conditions of this contract.
- e) If the successful tenderer fails to render any or all the services within the time period(s) specified in the contract or any extension thereof granted by Corporation in writing.
- f) If the successful tenderer in the judgment of Corporation has engaged in corrupt or fraudulent practices in completing or in executing the contract.

12. Cancellation of Contract in full or part:

12.1 When the Tenderer has made themselves liable for action under any of the cases aforesaid, the Corporation shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the successful Tenderer by the Corporation shall be conclusive evidence) upon such determination or rescission, the security deposit of the CA Firm shall be at the disposal of the Corporation.
- b) Termination for Default: CWC reserves its right to terminate / close the contract, without prejudice to any other remedy for breach of Contract, by giving one month notice if CA Firm fails to perform any obligation(s) under the Contract and if CA Firm, does not rectify his failure within a period of 30 days (or such longer period as CWC may authorize in writing) after receipt of the default notice from CWC.

c) Termination for convenience: CWC may by written notice sent to successful Tenderer, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by CWC till the date upon which such termination becomes effective.

12.2 After giving due notice to the successful Tenderer to measure up the work of the CA Firm and to take such part thereof as shall be unexecuted out of their hands and to give it to another CA Firm to complete at the risk and cost of the original CA Firm, in which case all expenses which may be incurred in excess of that which would have been payable to the original CA Firm, if the work had been executed by them (of the amount which is excess, the certificate in writing of the Corporation shall be final and conclusive), shall be borne and paid by the original CA Firm and may be deducted from any money due to them by the Corporation under this contract or any other account whatsoever or any money due to them by the Corporation or any Department of the Central Government/Public Sector Undertakings and is recoverable from the CA Firm through any other legal means.

12.3 The Corporation may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 15 (fifteen) days written notice of default to the successful Tenderer, terminate the contract.

12.4 The Corporation may at any time terminate the contract by giving one month notice to the CA Firm, without compensation to the CA Firm, if the CA Firm becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Corporation.

In the event, Corporation terminate the contract, Corporation may get such services done, upon such terms and in such manner as it deems appropriate and the CA Firm shall be liable to Corporation for any risk and costs for such similar services. In addition, such action by Corporation's aforesaid shall not relieve the CA Firm of their liability to pay liquidated damages for delay in completion of works as defined in Clause-8.

12.5 Notwithstanding anything contained in this clause, if at any time after the commencement of the work, the corporation shall for any reason whatsoever not require the whole or a part thereof as specified in the Tender Documents to be carried out by the CA Firm, the corporation shall give notice in writing of the fact to the CA Firm who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which they might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

13 Requirements where there is no coverage in the existing Audit Manual :

In cases, where no particular area /subject/methodology coverage in the existing Audit Manual is given for, the same also be reviewed and included in the proposed Internal Audit Manual.

14 Price Variation:

Same as specifically provided elsewhere in the conditions of contract, the contract price shall not be adjusted in respect of any increase or decrease of cost to the CA Firm in carrying out the work by reason of alterations in the rate of wages and allowances payable to manpower deployed by the CA Firm or change in the conditions of employment thereof or the operation of any law or statute or variation in the cost of any other matter or thing of whatsoever nature, subsequent to the date of tender.

15 Taxes, Duties and other liabilities:

15.1 GST: GST applicable from time to time shall be paid by the CWC, to enable CWC to avail GST input tax credit, the CA Firm shall submit GST compliant Tax Invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the CA Firm only after submission of GST compliant Tax Invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of CWC's Corporate Office, New Delhi.

15.2 CWC reserves the right to protect its interest against any loss on account of availability of GST Credit.

15.3 The GSTIN of CWC shall be made available to the CA Firm along with the Work Order.

15.4 Any new/change in statutory provisions in tax laws as and when made applicable by the Government shall become applicable against documentary evidence.

15.5 Payment to the CA Firm shall be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the CA Firm by CWC.

15.6 Applicable GST shall also be recoverable from the CA Firm in case of penalty on account of breach of terms of contract.

16 Royalties:

The CA Firm shall obtain licenses and pay royalties for any patented equipment or software or process used or to be used for the CA Firm works. This is deemed to have been included in the contract price. No claim will be entertained by the Corporation separately on such accounts.

17 Patent Rights:

The CA Firm shall indemnify the Corporation from and against all claims, demands, actions and proceedings and all costs arising there from for or on account of license fees, infringement or any protected rights in connection with the works.

No part or full report/any documents procured under this contract to be used for any purpose elsewhere except this.

18 Performance of duties and services by CA Firm:

18.1 The successful Tenderer shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said work.

18.2 The successful Tenderer shall in all professional matters act as a faithful advisor to CWC, and will provide all the expert advice and skills which are normally required for the class of Services for which it is engaged.

18.3 The successful Tenderer its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

18.4 The successful Tenderer should ensure that their key personnel with relevant skill are always available to the Corporation.

18.5 The successful Tenderer should ensure the quality of methodologies for delivering the services and its adherence to quality standard.

19 Tenderer's representative:

The Tenderer's Representative shall be entitled through a written delegation of authority to act on behalf of Tenderer with respect to any decisions to be made under the Contract.

20 Payment and Completion Terms:

20.1 CWC shall pay for the services rendered as per stipulation in the tender through E-payment only.

20.2 The CA Firm shall raise invoice on CWC as per the terms of the tender and payment shall be released within 30-days of receipt of invoice subject to satisfactory completion of the work.

21 Contract price:

The prices quoted by the Tenderer should be firm and not subject to any price escalation.

22 Way leaves:

The Tenderer shall bear all expenses and charges required by him in connection with access to the unit. The Tenderer shall also provide at his own cost any additional accommodation and transportation required by him for the purpose of the work.

23 Bye Laws of Local authorities:

23.1 The successful Tenderer shall conform to the provisions of any Government Acts, which relate to works and to the regulations and byelaws of any local authorities.

23.2 The successful Tenderer shall keep the Corporation indemnified against all penalties and liability for every kind of breach of any Act, Rules, Regulations or Byelaws in force at the site.

24 Constitution of the CA Firm:

24.1 Where the CA Firm is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Corporation, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

24.2 On the death or retirement of any partner of the CA Firm before complete performance of the contract, the Corporation may, at its option, cancel the contract and in such case, the Tenderer shall have no claim whatsoever to compensation against the Corporation.

24.3 If the contract is not determined as provided in Clause 23.2 above notwithstanding the retirement of a partner from the CA firm, he shall continue to be liable under the contract for acts of the CA firm until a copy of the public notice given by him under section-IV of the Partnership Act has been sent by him to the Corporation by Registered post acknowledgement due.

25 Address of the contract or for notices and communications on behalf of the Corporation:

25.1 For all purposes of the contract, the address of the Tenderer mentioned in the tender shall be the address to which all communications addressed to the Tenderer shall be sent, unless the Tenderer has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Corporation. The Tenderer shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

25.2 All communications and notices may be served on the Tenderer either by speed post, courier, email, registered post acknowledgement due or under certificate of posting or by ordinary post or by hand delivery.

26 Authority of person signing contract, and bill on behalf of the Tenderer:

Bidder should upload copy of Power of Attorney/authorization by appropriate Competent Authority of the CA Firm authorizing signing of the Bid document by the authorized signatory.

27 Dishonest practices:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the CA Firm, their agent, servant or any one on their behalf to any officer, representative or agent of the Corporation or any officer of the Government of India, on his or on their behalf, in relation to obtaining or to the execution of this or any other contract with the Corporation, shall in addition to any criminal liability in accordance with the provisions of any law of the country in force which they may incur, render this contract and all other contracts with the Corporation liable to termination forthwith as described in Clause-11 hereof, and also to the payment of any loss or damage resulting from any such termination.

28 Official Secrets and photography:

28.1 The contract imposes an obligation of secrecy on the part of the Tenderer including their agents under the Indian Official Secrets Act, 1923 or any Statutory modification/re-enactments thereof, any breach of this clause shall apart from any criminal liability on the part of the Tenderer, constitute a breach of contract.

28.2 Except with the prior written permission of the Corporation no photograph of the work site, adjacent land and structure or any part thereof shall be taken by the Tenderer and/or published with or without any description of the said work, site, etc. as above.

28.3 The Tenderer further undertakes to limit the access to confidential information to those of its employees, who reasonably require the same for the proper performance of the Contract provided however that CA Firm shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

28.4 All documents, report, information, data etc. collected and prepared by successful Tenderer in connection with the scope of work submitted to CWC will be property of CWC.

28.5 The successful Tenderer shall not be entitled either directly or indirectly to make use of the documents, reports given by CWC for carrying out of any services with any third parties.

28.6 The successful Tenderer shall not without the prior written consent of CWC be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

29 Laws:

29.1 The contract and its operation shall be governed by the laws of India for the time being in force.

29.2 Irrespective of the place of execution of works or place of payment under this contract, the contract shall be deemed to have been entered into at Delhi within the ordinary civil jurisdiction of the Delhi High Court.

30 Resolution of disputes and arbitration:

30.1 All disputes and differences arising out of or in any way touching or concerning this agreement 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 appointed by the Managing Director, Central Warehousing Corporation, New Delhi. It will be no objection to any such appointment 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 this contract. It is a term of this 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 for any reason, the Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act, 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 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, New Delhi 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.

30.2 Provided further that any demand for arbitration in respect of any claim [s] of the CA Firm, 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 contractors shall be deemed to have been waived off and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.

30.3 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

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

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

30.6 The cost of arbitration shall be borne by parties as per the decision of the arbitrator.

30.7 The arbitrator shall give separate award in respect of each dispute of difference referred to him.

30.8 Subject as aforesaid the **Arbitration & Conciliation Act 1996** shall apply to the Arbitration proceedings under this clause.

31 Duration of Contract:

The contract shall be executed over a period of six months from the date of award of work letter. The primary center for policy decisions is Corporate Office of CWC. The process/procedures of Regional Offices and units shall also be evaluated.

32 Suspension of services:

32.1 CWC may suspend in whole or in part - the performance of services of the successful Tenderer any time upon giving fifteen (15) days' notices.

32.2 Upon notice of suspension, the successful Tenderer shall suspend the services immediately.

32.3 Upon suspension of the performance of services, the successful Tenderer shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the maximum total reimbursement shall be restricted to contract price. CWC's decision shall be final in this matter.

32.4 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract as per the terms and conditions of the Tender.

33 Modification:

Any modification of or addition to the Contract shall not be binding unless made in writing and agreed by both the parties.

34 Rectification period:

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract. No deviation from such conditions shall be made without CWC's agreement in writing which must be obtained before any work against the order is commenced. All services rendered by successful Tenderer pursuant to the Contract are guaranteed to be of the best quality of their respective kinds.

35 Legal matters:

Subject to the provisions of this Article, the Contract shall be, in all respects, construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Delhi.

36 Schedule of Payment and payment terms:

The payment against the assignment (100%) shall be made after submission of the updated Final Internal Audit Manual and report on Internal Control and its approval by the Audit Committee.

- TDS will be deducted at source for any payment made by CWC, as per applicable provisions of Income Tax Act / GST.
- All payments under this Agreement shall be made to the selected bidder alone and the currency of all payments shall be in Indian Rupees subject to any statutory deductions at source (TDS etc.).
- All duties and taxes (excluding Goods & service tax), if any, which may be levied, shall be borne by the selected bidder and CWC shall not be liable for the same.
- All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by selected bidder.

37 Misconduct of the CA Firm's staff:

The Corporation shall be at liberty to object to and require the CA Firm to remove from the works any person in the CA Firm's employment who in the opinion of the corporation is incompetent or negligent or misconducts themselves in the proper performance of their duties or whose continuance on the works is otherwise considered undesirable.

38 Overpayment:

Any sum of money due and payable to the successful Tenderer including the security deposit returnable to them under this contract may be appropriated by the Corporation and set-off against any claim of the Corporation for the payment of any sum of money arising out of or under any other contract made by the successful Tenderer with the Corporation.

39 Methodology:

The detailed methodology for Reviewing/updating the existing Internal Audit Manual and Internal Control of Central Warehousing Corporation will be worked out by the Tenderer in discussion with the different verticals of Internal Audit Division of the Corporation. However, sub-contracting of whole or any part of the contract by the successful Tenderer shall not be permitted by the Corporation. The entire process may be broadly segmented as under:

- a) Preliminary information – This will include a review of the Corporation's operations, manuals, circulars, policies, ISO/BMP documents, applicable statutory laws and provisions, etc which form the basis of its working.
- b) On-site Review – This will involve questionnaires, interviews, observations, informal discussions, surveys or a combination of such methods to get the necessary inputs from the employees/records.

- c) Records Review – This will require detailed of current procedures, records, unit wise.
- d) Final Report – Utilizing the data so collected, the checklist to be placed in the report for updating the Internal audit manual covering the policies, procedures or practices/methodologies etc.

40 Debarment of CA Firms:

The non-performing CA Firm is liable for forfeiture of security deposit & payable amount for the work done and may be suspended/banned for trade relation/debarred for a period up to 5 (five) years based on the gravity of non-performance, by the Managing Director of the Central Warehousing Corporation, whose decision in the matter shall be final and binding.

41 Notices:

Any notice given by one party to the other pursuant to the Contract shall be sent in the form of mail on the official E-Mail IDs provided by the Tenderer and CWC followed by official letter.

For the purpose of all notices, the following shall be the addresses of the Service receiver and Tenderer:

Service Receiver: Central Warehousing Corporation, Corporate Office, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016.

Tenderer

(To be filled in at the time of Contract signature)

Date:.....

Signature of Tenderer

Name:.....

Address:.....

.....

Seal

42 Person of Contact:

Interested parties can contact the officer in case of any doubt/clarification regarding tender conditions.

Name: Dr. H B Das, Dy. General Manager (IA)
Internal Audit Division, Corporate Office,
CWC, New Delhi -110016.

Contact details: 011-26566107 extn. 276

Email ID: cwcinternal.audit@cewacor.nic.in

FORM OF AGREEMENT- ANNEXURE –III

The agreement made on this _____ day of _____ 2021 between the Central Warehousing Corporation established under Warehousing Corporations Act, 1962 (herein after called the 'Corporation') and M/s. _____ a* partnership firm, consisting of partner, namely (1) _____ (2) _____/a LLP registered under the Limited Liability Partnership Act, 2008 (herein after called the Firm) which term shall include, unless repugnant to the context, legal representatives, executors/administrators and successors.

WHEREAS the Corporation being in requirement of engaging a CA Firm had invited tender for reviewing/updating the existing internal audit manual and Internal Control of Central Warehousing Corporation vide tender No. _____. And WHEREAS the rate/rates submitted by the CA Firm in its letter dated _____ has/have been accepted by the Corporation, vide communication No. _____ dated _____.

It is hereby witnessth:

*strike out whichever is not applicable.

The terms and conditions incorporated in tender No. _____ form an integral part of this agreement and will be the sole repository of the terms and conditions governing the Reviewing/updating the existing internal audit manual and Internal control of Central Warehousing Corporation to be made by the CA Firm to the Corporation at the rates specified in the letter dated _____ of the CA Firm, and the said letter of the CA Firm is to be referred to only for the purpose of rates.

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

Signature _____

Signature _____

(Name & Address of the CA Firm)
Seal

For and on behalf of CWC

Signature _____

Signature _____

Witness (with full Address)

Witness (with full Address)

1.
2.

1.
2.

Declaration of Non- Blacklisting- Annexure-IV

Date:

The Deputy General Manager (Internal Audit)
Central Warehousing Corporation
4/1, Siri Institutional Area,
August Kranti Marg, Hauz Khas
New Delhi-110016

Sir,

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We further confirm that, we have not been black-listed or kept under holiday by any Public Sector Undertaking / Government Organization / CWC.

We agree that if it is noticed in future, our Bid may be rejected / terminated.

Place:

Signature of Authorized Signatory: _____

Date:

Name: _____

Designation: _____

Seal: _____

Format of Bank Details - Annexure-V

The Deputy General Manager (Internal Audit)
 Central Warehousing Corporation
 4/1, Siri Institutional Area,
 August Kranti Marg, Hauz Khas
 New Delhi-110016

Sub: Bank details for Electronic Payment.

Ref:

Sir,

With reference to your above enquiry, I/We are agreeable to receive the payments by direct credit to our below mentioned bank account through RBI ECS or Internet banking facility.

Vendor Name	
E-mail Id	
Phone No	
Fax No.	
Particular of Bank Account	
Name of the Bank	
Branch code	
Address	
MICR Code	
IFSC Code	
Account No (As appearing on cheque Book)	
Income Tax PAN No	
GSTIN	

The following are attached in authentication of above bank details.

- 1. A blank cancelled cheque /photocopy of a cheque.**
- 2. A copy of Bank Pass Book first page containing name and address of A/c holder.**

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/We would not hold the user institution responsible. I/We agree to discharge the responsibility expected of me as a participant under the scheme.

Signature of the Tenderer

Format of EMD Declaration- Annexure-VI

(On Non Judicial Stamp Paper)

Whereas, I/we.....(name of the Firm) have
submitted bids for (name of
work).....

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

Or

2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/we shall be suspended for five years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order.

Signature of the Tenderer

Format of Power of Attorney- Annexure-VII

POWER OF ATTORNEY

This document shall be executed in Rs.100/- non judicial stamp paper and SCANNED COPY of Power of Attorney or authorization should be furnished/uploaded with the bid).

In favour of signatory/s to the Tender, duly authenticated by Notary Public POWER OF ATTORNEY IN FAVOUR OF (Name), Designation, Entity name)

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the CA firm do hereby sub-delegate/delegate, in terms of the powers delegated to me by the CA firm, -----(name of the Co.) to Shri (name, designation & address of the Attorney) the following:

NOW KNOW WE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the CA firm), do hereby authorize and empower Shri (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

- a) To represent lawfully the (name of the entity) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for **Appointment of Chartered Accountants Firm for Reviewing/ Updating Existing Internal Audit Manual & Internal Control of Central Warehousing Corporation.**
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions, sign agreements and contracts, to nominate/depute authorized representative in reference to the subject work and also to bind the (name of the entity) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement, or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the (name of entity) could do, if present and acting there.

WHEREAS, this sub-delegation is signed and delivered to Shri ----- (name & designation of the Attorney), on this_ day of ,20 (Two thousand).

WHEREAS, even though this sub-delegation is signed on this day of 20 (Two thousand), will have effect from the date he signs and receives this delegation.

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub- delegate/delegate powers, delegated on him by the CA firm) has, this day of 20 (Two thousand) set my hands and subscribed my signature unto this instrument.

Signed and Received on by (Name of authorized person to delegate powers)

Signed and Received on by (Name of authorized person to receive powers)

WITNESS:

(Name & designation of Attorney)

Format of Confidentiality Undertaking- Annexure-VIII

CONFIDENTIALITY UNDERTAKING

Central Warehousing Corporation (CWC) having its Corporate Office at is willing to make available to M/s..... with its office at subject to the terms of this confidentiality undertaking, certain non- public information in respect of CWC.

Any such information and documents received and acknowledged by M/s..... in this matter for service providing with CWC, is referred to in this undertaking as the 'information'.

The information will be deemed to be confidential. Unless otherwise agreed to by the corporation in writing, M/s..... will hold the information confidential and will not divulge or disclose the information, or make the information available to any person or entity, other than employees, working on behalf of M/s..... . M/s..... will make appropriate arrangements to ensure that any such individuals will be covered by the provisions of this undertaking. M/s..... will not use the information for any purpose other than for providing Services with CWC.

This undertaking will not apply to any information or material:

- a) Which is in the public domain without any breach of this undertaking.
- b) Which is already in M/s..... possession as on the date of this undertaking.

Bidder shall also be bound by the applicable regulations and corporation's policies. This undertaking shall be governed by and construed in accordance with the laws of India.

Signature for and on behalf of

M/s.

Authorized Signatory

Date:

Place:

(Name, designation and signature of authorized signatory)

Firm Details : Appendix -I

1. Name of the Firm :
2. Address :
- i) Address as per ICAI records :
- ii) Telephone Number :
- iii) Mobile Number :
- iv) Email Address :
- v) PAN Number :
- vi) GST Regd. No. :

Sl. No.	Particulars	Supporting Documents
1.	Year of establishment & registration no. of the Firm	A copy of the registration certificate may be enclosed.
2(a)	CAG Empanelment No.	A copy of the same may be enclosed.
2(b)	ICAI Registration No.	A copy of the same may be enclosed.
3(a)	Overall years of Internal Audit/ Statutory Audit experience.	<u>Name of Client</u> <u>Client Category</u> <u>Year of Audit</u> <u>Details of Assignment</u> Work Order No./Date (Copy to be enclosed)
3(b)	No. of years Internal Audit/Statutory Audit conducted in PSUs as Central auditor.	<u>Name of Client</u> <u>Client Category</u> <u>Year of Audit</u> <u>Details of Assignment</u> Work Order No./Date (Copy to be enclosed)
4.	Average Annual Turnover of the firm in the preceding 3 Financial Years i.e. 2017-18, 2018-19 & 2019-20 or 2018-19, 2019-20 & 2020-21.	Copy of Audited Balance Sheet of each year to be enclosed.
5 (a)	Number of partners in the firm. The name of min. five partners with two FCAs with details may be given.	Copy of Registration to be enclosed.
5 (b)	Number of DISA/CISA qualified partners / employees in the firm. The name of min. two partners / employees with details may be given	Copy of DISA certificate to be enclosed.
6.	The address of the Head office/Branch Office in Delhi	
7.	Whether the firm or any of its partners has been debarred by the C&AG or ICAI during last 5 years	
8.	Whether any disciplinary case/proceedings are pending before any court of law/authority/ICAI against any partner or the firm.	

Declaration:

1. We confirm that the information furnished herein are correct and fair in all respects and we have the necessary documentary proof to substantiate the same. It is further Confirmed that in case any of the contents contained herein are found to be incorrect, Central Warehousing Corporation is free to initiate any appropriate action against us.
2. We further declare that there have been no adverse comments/ qualification on our performance from the Management/Audit Committee.

Note:

1. Documentary evidence of all the information as stated above is to be furnished online only.
2. All the pages of tender are to be signed with the seal of the firm and submitted as token of acceptance of all terms & conditions.

(Sign. & Seal of the Partner of the Firm)

PART - II**FORMAT OF PRICE BID**

The price Bid should be submitted in the prescribed excel format at e-procurement Portal only www.cwceprocure.com as given below: -

Sr. No.	Description	Unit	Quoted Price inclusive of all taxes and duties but exclusive of GST	
			In Figure (Rs)	In Words (Rs)
(A)	(B)	(C)	(D)	(E)
1.	Review of Existing Internal Audit Manual and internal Control of Central Warehousing Corporation	Lump - sum (Rs)		
2.				

Note:

- 1. GST as applicable from time to time shall be extra and payable by CWC**
- 2. GST is not to be included in the above quoted price.**

Note:

- The Tenderer shall quote their rates/prices in the prescribed format only.
- Central Warehousing Corporation reserves the right to consider the rates and award of the contract and also reserves the right to reject the rates quoted by the party without assigning any reason. The decision of Central Warehousing Corporation shall be final and binding on all the bidders.
- As per the Institute of Chartered Accountants of India recommended norms, the minimum fee for the assignment fixed as Rs.10.00 Lakh (excluding GST). The Tenderer may quote in price bid any amount at par/ below / above the minimum fee/ estimated cost. Tenderers shall make their own arrangement for transportation, accommodation, local visit or any visit of the warehouse, region etc, for the persons involved in the study and preparation of manuals including stationery, computers, laptops, consumables etc. No separate amount would be payable on this account except for the total lump sum quoted by the bidder in price bid.