

Tender No. CWC/RO-LKO/Admin/H.C./2019



CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)

**“E-TENDER FOR APPOINTMENT OF CONTRACTOR FOR SUPPLY
OF RENTAL CARS WITH TAXI PERMIT**

***Regional Office: “Warehousing Bhawan”, Vibhuti Khand, Gomti Nagar,
Lucknow-226010***

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**Details are also available at our website www.cewacor.nic.in
E.Mail: rmlko@cewacor.nic.in**

Tender No. CWC/RO-LKO/Admin/H.C./2019
Cost of Tender Rs.1180/-

CENTRAL WAREHOUSING CORPORATION
(A Govt. Of India Undertaking)

**INVITATION TO E-TENDER AND INSTRUCTIONS TO TENDERERS FOR
SUPPLY OF ONE RENTAL CAR WITH TAXI NUMBER ON MONTHLY BASIS
AND OTHERS ON DEMAND BASIS AT CENTRAL WAREHOUSING
CORPORATION, REGIONAL OFFICE: "WAREHOUSING BHAWAN", VIBHUTI
KHAND, GOMTI NAGAR, LUCKNOW-226010**

- a. e-Tender under **Two Bids** system will be available on our website www.cewacor.nic.in and www.tenderwizard.com/CWC and can be downloaded from e-tendering website www.tenderwizard.com/CWC from **10.00 A.M. on 19.07.2019 To 14.08.2019 up to 11:59 P.M.**

If any tenderer wishes to participate in the CWC tenders, tenderer has to **Register** their firm once in our website www.tenderwizard.com/CWC for online e-Tendering in consultation with our service provider M/s.Karnataka State Electronics Development Corporation Limited. **Phone No. 011-49424365. No bidder registration charges will be charged by the service provider.**

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

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

The Tender Cost of Rs.1180/- and EMD of Rs. 38000 /- have to be deposited through above modes in CWC Bank A/c as per details given below:-

Name of Bank	:	State Bank of India
Branch	:	Gomti Nagar Branch, Lucknow
IFSC Code Number	:	SBIN0009916
Bank Account Number	:	10070354408

Tender Processing Fee Rs. 590.00/- (Non-Refundable) and has to be deposited in account of M/s. Karnataka State Electronics Development Corporation Limited (KEONICS) through e-payment mode only.

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

- b. **Last date** for on line submission of e-tender is upto **3.00 P.M. on 15.08.2019.**
- c. e-Tender (**Technical Bid**) to be opened online at CWC, RO, LKO on **16.08.2019 at 3:30 P.M.**
- d. e-Tender will remain valid upto **90 Days** and inclusive of **16.08.2019.**

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Note:

1. If the date fixed for opening of tenders is subsequently declared a holiday, the tenders will be opened on the next working day following the holiday but there will be no change in the time for opening indicated above.
2. The Regional Manager, CWC, RO, LKO may at his discretion, extend this day by a fortnight and such extension shall be binding on the tenderers.
3. If the date upto which the e- tender is to remain open for acceptance is declared to be holiday, the tender shall be deemed to remain open for acceptance till the next following working day.
4. The tenderers registered with the National small Industries Corporation under revised scheme who can produce certificate of competency from above Corporation would be issued **tender forms free of cost. Tender forms shall be issued free of cost** to the tenderer registered with any of the agencies mentioned in the notification dated 23.03.2012 of Ministry of MSME. This concession will not be available to the parties who do not furnish Registration and Competency Certificate issued by any of the agencies mentioned in the notification of ministry of MSME indicated below along with the bid.
 - (i) District industries Centres
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Udyog Aadhar
 - (viii) Any other body specified by Ministry of MSME

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

The benefit as stated above to MSE, shall be available only for goods and services produced & provided by MSEs for which they are registered.

MSME Enterprises/Units owned by SC/ST should provide authenticated document in support of their claim for the benefit to be extended to them. The definition of MSEs owned by SC/ST is as under:-

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

In case the MSE does not fulfill the criteria as mentioned above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

The scanned copy of cash receipt or certificate of registration (for tenderers registered with NSIC) or registration certificate with any of the agencies mentioned in the notification dated 23.03.2012 of Ministry of MSME, may be uploaded/submitted online before the date and time set for closing of tender.

CHECK LIST OF DOCUMENTS

e-Tender notice invited for supply of rental of cars at CWC, RO, LUCKNOW.

Page No.	Description of Documents
2 & 6	Earnest money Rs. 38,000/-. Details of EMD payment is to be uploaded.
5 to 14	Terms and Conditions (Annex-I) for supply of cars
15	Document as per tender document to be uploaded with Technical Bid (Annex-II).
15	Technical Bid (Annex-II)
16	Financial Bid (Price Bid) Annex-III
17	Undertaking regarding unconditional acceptance of the terms and conditions of the tender documents (Annex-IV)

I accept all the terms and conditions of the e-Tender unconditionally. I have also uploaded documents on e-tendering site required to be technically qualified which are scanned in PDF form.

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

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Annexure-I

TERMS AND CONDITIONS GOVERNING THE CONTRACT FOR SUPPLY OF ONE NO. OF RENTAL CAR WITH TAXI No. ON MONTHLY BASIS AND OTHERS ON DEMAND BASIS AT CENTRAL WAREHOUSING CORPORAITON REGIONAL OFFICE:“WAREHOUSING BHAWAN”, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW-226010

1. DESCRIPTION OF RENTAL CAR

- a. The cars to be supplied on regular monthly rent basis should be Swift Dzire or Honda Amaze or Ciaz in good condition not prior to June 2017 model. **The tenderer should possess at least two Nos. of cars with taxi number at the time of submission of e-Tender and has to enclose the photocopies of RCs of the same. The cars should be in the name of the tenderer.** At present CWC is in need of one car on monthly basis. However, Number of cars required can be changed at any moment as per the requirement of CWC. The tenderer is also required to quote the rates for supplying the car on day to day basis on demand. Such cars should also be in good working condition. The cars to be supplied should have taxi number.
- b. The successful tenderer shall produce the two cars at this office for inspection by a committee of officers within 21 days of the award of the tender.
- c. **The mileage and time will be counted from Regional Office to Regional Office.**
- d. **The Driver of the car should have a proper valid Driving licence, Registration book, latest valid insurance, Valid PUC up to date payment of road tax & fitness of vehicles**
- e. **The Corporation will not be liable to pay any tax or licence fee or damages in case of accidents.**
- f. **The party will make arrangement for providing alternate vehicle in case of break down.**
- g. **The Driver should be in proper uniform to be provided by the contractor.**
- h. **Corporation will not be liable to pay for any price hike in case of petrol or diesel /CNG during the tenure of contract.**
- i. **The Driver will maintain proper log book with full detail to justify the time and mileage.**
- j. **The rates quoted should be inclusive of all taxes/service charges etc. as per Government guidelines issued from time to time except GST tax which will be payable extra at applicable rate.**
- k. **The contractor shall provide the Mobile Phone to the drivers at his own cost.**
- l. **The Vehicles deployed should confirm to the emission parameters / norms fixed by the Central Government/ State Government agencies.**

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

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2. **ONLINE SUBMISSION OF E.M.D AND TENDER COST.**

The tenderers interested to deposit the E.M.D & Tender Cost through e-payment / NEFT or RTGS, can also deposit the same in CWC Account No. 10070354408, State Bank of India, Gomti Nagar Branch, Lucknow, IFS Code SBIN- 0009916, MICR Code No: 226002017 **well before i.e. at least two days in advance from the last date of online submission of tender.**

OFF LINE SUBMISSION OF E.M.D AND TENDER COST

Cost of tender in the form of accounts payee demand draft / pay order/ bankers cheque of scheduled bank issued in favour of Regional Manager, Central Warehousing Corporation, payable at Lucknow. **Proof to be submitted / uploaded with the tender.**

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

Please note that E.M.D and Tender Cost is to be deposited in CWC's bank account only and not in the account of KEONICS. The Proof of payment should also be uploaded.

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

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

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

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

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3. Technical Qualification

- 3.1 The tenderer should possess at least two number of cars with taxi No. in his name and furnish copy of the R C of the cars as proof of ownership.
- 3.2 The cars should be pollution free and copy of valid pollution certificate (latest) should be submitted.
- 3.3 The tenderer should have paid the road tax and document in this regard to be furnished.
- 3.4 Tenderer should have insurance policy covering the vehicles under comprehensive cover.
- 3.5 Tenderer should have valid PAN Card and Service Tax Registration in the name of the firm/proprietor.
- 3.6 The tenderer should have experience in providing taxi services on rental basis at least for one year. The experience certificate issued by the service recipients or the copy of work order(s) should be furnished.
- 3.7 EMD of Rs.38,000/- be deposited in the manner as given in the foregoing para and its details be uploaded.

NOTE ;

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

4. SECURITY DEPOSIT

- a. Security deposit (non-interest bearing) amounting to Rs.1,90,000/- shall be deposited by the contractor through demand draft issued by nationalized bank/scheduled bank drawn in favour of Central Warehousing Corporation and payable at Lucknow, within a week of acceptance of his/her tender. The successful tenderer however can make a request for adjustment of EMD amount of Rs. ,38,000/- against security deposit and make payment of balance amount of Rs. 1,52,000/- in the above mentioned form. The SD will be released after satisfactory completion of the contract and adjustment of the Corporation's dues, if any. In accordance with terms and conditions of the agreement, the said security deposit shall be forfeited for any failure on the part of contractor.
- b. The security deposit furnished by the tenderer would be subject to the terms and conditions specified in this Tender and the Corporation will not be liable to pay any interest on the security deposit or any depreciation thereof.
- c. If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this Tender and a fresh security deposit will be required to be furnished.
- d. In the event of termination of the contract envisaged in clause 15 the Regional Manager shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to the claims for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation

5. DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID.

- a. The tenderer should upload all the documents mentioned in clause 3 of Annexure-I (Technical Bid)”and as per Annexure-II The rates will be quoted in the Financial Bid (Annexure-III). The financial bid of only those tenderer will be opened who will be found qualified in the technical bid.
- b. The tenderer should use the class-3 digital signature for uploading all the documents including price bid.

6. OPENING OF TENDERS

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

7. EVALUATION OF MSE BID

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

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

- i) CWC may seek any specific clarifications to meet the tender requirement during the technical evaluation stage of bid.
- ii) If there are conditions attached to any financial proposal/bid, which shall have bearing on the total cost, the Financial Evaluation Committee shall reject any such proposal(s) as non-responsive. However, if the Committee feels it as necessary to seek clarification on any financial proposal(s) regarding taxes, duties or any such matter, CWC may invite response(s) in writing.
- iii) Following procedure shall be adopted to seek clarifications/missing document(s) on point (i) and (ii) above:
 - a) To avoid either unfairness to potential bidders or the impression of unfairness to any bidder, these clarifications to be obtained from all the bidders by calling the clarifications from all the bidders at the same time, giving them reasonable time period i.e. not exceeding more than 15 days and opening the responses (clarifications) received from all the bidders at the same time.
 - b) The bidder has the option to respond or not to respond to these queries.
 - c) If the bidder fails to respond, within the stipulated time period or the

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clarification submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the clarification and the bid will be summarily rejected.

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

iv) Preliminary scrutiny of bids

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

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

9. CORRUPT PRACTICE

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

10. INTERVIEW AND ACCEPTANCE OF TENDER

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

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

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

12. PAYMENT TERMS

(a) The payment against the contract will be made on presentation of the pre-receipted bills in duplicate every month. In the bill value of service and amount of GST shall be shown separately.
(b) GST or any other Tax in lieu thereof levied by the Central Government from time to time on the Services rendered by the Contractor to CWC shall be paid by CWC to the contractor over and above the Schedules of Rates, subject to the contractor submitting his Bills/Invoices therefore in the Format prescribed under Goods & Services Rules or other relevant Laws, as the case may be.
(c) Income tax if applicable will be deducted at source from the bills as per the rules.

13. ARBITRATION

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

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

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

14. SUBLETTING

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

15. PERIOD OF CONTRACT

The contract shall remain in force for a period of two years. Central Warehousing Corporation, Regional office, Lucknow reserves the right to terminate the contract at any time during its currency without assigning any reasons thereof by giving 30 days notice in writing to the contractor at their last known place of residence/business and the contractor shall not be entitled to any compensation by reasons of such termination.

The action of the Central Warehousing Corporation, Regional office, Lucknow under such clause shall be final, conclusive and binding on the contractor and shall not be called into question.

The contract shall be extendable for the maximum period of three months after the initial period of 2 years or the award of fresh contract whichever is earlier at the discretions of the CWC, Regional office, Lucknow at the same rates, terms and conditions.

16. SUMMARY TERMINATION

- a. In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Central Warehousing Corporation shall be at the liberty to terminate the contract, forthwith without prejudice to any other right or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or costs incurred.
- b. The Central Warehousing Corporation, Regional office, Lucknow shall also have, without prejudice to other rights and remedies, the right in the event of breach by the contractors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the contractor and or forfeit the security deposit or any part thereof for the sum or sums due to any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractors' negligence or un work man like performance of any of the services under the contract. The contractor shall be responsible to supply adequate and sufficient number of cars and drivers required by the CWC, Regional office, Lucknow from time to time. If the contractor failed to supply the requisite number of cars with drivers, the Central Warehousing Corporation at its entire discretion without terminating the contract be at liberty to engage other cars from some other party at the risk and cost of the contractor, shall be liable to make good to Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not however, be entitled to any gain resulting from entrustment of the

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work to another party. The decision of the Central Warehousing Corporation, Regional office, Lucknow in this behalf shall be final and binding on the contractor.

17. VOLUME OF WORK

The Corporation do not guarantee any definite volume of work throughout the period of the contract. The contractor do not have the right to demand that the work of supply of car should necessarily or exclusively be entrusted to them. The Corporation will have the exclusive right to appoint one or more contractors for supply of cars and to divide the work as between such contractors in any manner and no claim shall lie against the Corporation by reason of such division of work.

18. EXECUTION OF AGREEMENT

The successful tenderer within a week of acceptance of his/their Tender will execute the agreement at the Regional Office as per Annexure. In the event of failure of the successful tenderer to execute the agreement within the aforesaid period, the contract is liable to be rescinded at the risk and cost of the tenderers and the Earnest money forfeited.

19. In case of unsatisfactory services render by the contractor causing inconvenience and financial loss appropriate penalty shall be imposed by the Competent Authority and the same is liable to be recovered from the claims of contractor without any further notice. In case of his failure in providing vehicle, the vehicle will be arranged on his Risk & Cost

20. SETTLEMENT OF CLAIMS

Any sum or money due and payable to the contractor such as security deposit 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 this contract.

**Regional Manager
Central Warehousing Corporation
Regional Office, Lucknow**

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(To Be Drafted On Non Judicial Stamp paper Of Rs. 100)

FORM OF AGREEMENT

The Central Warehousing Corporation (A Govt Of India Undertaking) having agreed to award contract for supply of rental cars at Central Warehousing Corporation, Regional Office, Lucknow in response to the submission of e-Tender by me/us on _____ to the Regional Manager, CWC, Regional Office, Lucknow. I/We _____ (full name and address) execute this agreement on _____ and hereby confirm that I/we had thoroughly examined and understood the terms and conditions of the invitation of Tender bearing no. ***CWC/RO-LKO/Admin/H.C./2019*** date _____ by the Regional Manager, CWC, Regional Office, Lucknow for the appointment of contractor for supply of rental cars and also those of such conditions of contract and its appendices and schedules and agree to abide by them. I/We/am/are willingly undertaking the said work consequent on the approval of the Tender given by me/us to the Central Warehousing Corporation, Regional Office, Lucknow at item and rates specified in the Annexure-III here to which forms part of this agreement, and as per terms and conditions of the Tender. I/we assure the said Corporation that I/we will undertake the said work to the best of my/our ability at all stages during tenure of the contract. The agreement will remain in force for a period of two years with effect from _____ extendable further for a period upto 3 months at the discretion of the Corporation at the same rates, terms and conditions.

**CONTRACTOR
(Capacity in which signing)**

Witness

1.

2.

**For and on behalf of the
Central Warehousing Corporation
Regional Office, Lucknow**

Witness

1.

2.

Annexure-II

TECHNICAL BID			
E-Tender for appointment of contract for supply of One No. rental car with taxi permit on monthly rental basis and others on demand basis at CWC, Regional Office, Lucknow			
Name of the Firm/Address			
Sl.No.	Items	Details	Whether copies uploaded (Yes/No)
1	RCs of the two Cars	Regd. No. _____ Regd. No. _____	
2	Valid Pollution Under control Certificate (Latest). of above cars	Valid till No.1 _____ No.2 _____	
3	Road Tax (uptodate) paid of the above cars	Paid upto No.1 _____ No.2 _____	
4	Insurance Policy (for current period) of the above cars	Valid till No.1 _____ No.2 _____	
5	No. of vehicles owned	_____	
6	PAN Card of Firm/Proprietor	No _____	
7	GST Registration No.	No. _____	
8	Work Experience Certificate or copies of work orders	Name of the party ____ Period _____ 1. _____ 2. _____ 3. _____ 4. _____	
9	Earnest Money Deposit details		
10	Undertaking of unconditional acceptance of terms and conditions of the tender	Annexure - IV	

Central Warehousing Corporation				
SCHEDULE OF RATES FOR RENTAL CARS AT CWC, RO, LUCKNOW				
Sl. No.	Brief Description of Services	Type of Car	Rate in figures (Rs)	Rate in Words
1.	Regular car on Monthly Basis			
(i)	Monthly Rent for 2500 kms	Swift Dzire or Honda Amaze or Ciaz		
(ii)	Extra per km			
2.	On Demand Vehicle-local			
A.a.(i)	Full day charges upto 80 kms 8 hours	Swift Dzire or Honda Amaze or Ciaz		
(ii)	Extra per km			
(iii)	Extra per hour			
b.(i)	Full day charges upto 80 kms 8 hours	Innova or Tata Safari or equivalent		
(ii)	Extra per km			
(iii)	Extra per hour			
B.a.i)	Half day charges upto 40 kms 4 hours	Swift Dzire or Honda Amaze or Ciaz		
ii)	Extra per km			
iii)	Extra per hour			
b.i)	Half day charges upto 40 kms 4 hours	Innova or Tata Safari or equivalent		
ii)	Extra per km			
iii)	Extra per hour			
3.	On Demand Vehicle- Outstation			
i)	Full day charges upto 250 kms	Innova or Tata Safari or equivalent		
ii)	per day			
iii)	Extra per km			
	Night charges per night			

Note:

(i) Mileage and time will be calculated from Regional office to Regional office , CWC for Monthly regular vehicle and place of duty to place of leaving by the corporation for vehicle on demand .

(ii) GST extra at prevailing rates as per clause 12(b) of payment term.

(iii) Toll Tax and Parking Charges will be reimbursed on production of receipt

UNDERTAKING

I/We hereby undertake to accept all the terms and conditions of the tender unconditionally if awarded the contact.

Name & signature of Tenderer