



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



**E- TENDER FOR APPOINTMENT OF CONTRACTOR FOR  
UPKEEPING AND MAINTENANCE AT CENTRAL WAREHOUSING  
CORPORATION, CONTAINER FREIGHT STATION, KOLKATA  
18, COAL DOCK ROAD, KOLKATA- 700043**

**REGIONAL OFFICE**

CMC BUILDING, PHASE-I, 6<sup>th</sup> Floor, New Market Complex,  
15N, Nellie Sengupta Sarani, Kolkata-700087  
Phone No.033-2252 7610/ 2252 4170/2252 0143,  
FAX : 033-2252 8101 E Mail : rmkoll.cwhc@nic.in

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

Invitation of E-tender and instructions to Tenderers for Upkeep & maintenance of Central Warehousing Corporation, Container Freight Station, 18, Coal Dock Road, Kolkata- 700043

- a. E-tender under Two Bids system will be available on our website [www.cewacor.nic.in](http://www.cewacor.nic.in) or [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) and can be downloaded from e-tendering website [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) from 10 a.m. 15.05.2017 to 08.06.2017 upto 23.55 hrs.

If any tenderer wishes to participate in the CWC tenders, tenderer has to register their firm once with annual registration fee in our website [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) for online e-tendering in consultation with our service provider M/s Karnataka State Electronics Development Corporation Limited.

E-Tender schedule which has to be filled and uploaded can be downloaded only after the confirmation of receipt of payment for Tender Cost Rs. 1000/- and Tender Processing Fee Rs.575 (Non-Refundable).

Sl. No.	Mode of payment
1.	Credit/ Debit Card
2.	NEFT/RTGS
3.	Net Banking or direct Debit

For more information please visit on the above websites OR contact or you can call to Mr. Md.Asam Mobile No.8641967966,Mr.Kanak Kumar Tiwari-Mob.No.9331048902 and Mr.Prakash Kumar, Mob No.7278929467

- b. Last date for online submission of e-tender is up to 3 p.m. on 09.06.2017 upto 15.00 hrs.
- c. E-tender (Technical Bid) to be opened online at Central Warehousing Corporation, Regional Office, CMC BUILDING, PHASE-I, 6<sup>th</sup> Floor, New Market Complex, 15N, Nellie Sengupta Sarani, Kolkata-700087 on 13.06.2017 at 3:30 p.m.
- d. E- tender will remain valid up to 90 Days.

**NOTE:**

- The Regional Manager, Central Warehousing Corporation, Regional Office, CMC BUILDING, PHASE-I, 6<sup>th</sup> Floor, New Market Complex, 15N, Nellie Sengupta Sarani, Kolkata-700087 may at his discretion, extend the validity of the e-tender by a fortnight or such extension shall be binding on the tenderer.
- If the date up to which e-tender is open for acceptance happens to be a holiday, the e-Tender shall be deemed to remain open for acceptance till the next working day.

3. If the E-tender is withdrawn or modified or any change is made during the period of validity of the e-tender before its acceptance, the EMD of such tenderer shall stand forfeited and e-tender summarily rejected.
4. The rates quoted for above work should not be unworkable, taking into account the provisions of the payment of Minimum Wages Act and other relevant labour laws, failing which the e- tender would be liable for summarily rejection.
5. The tenderer should be uploaded the e-tender documents as per Technical Bid (Annexure-II)

### **INSTRUCTIONS TO THE TENDERER**

#### **METHOD OF SUBMITTING THE E-TENDER**

##### 2.1 **EARN EST MON EY:**

E-Tender must be accompanied by an Earnest money of Rs. 8976/- (Rupees Eight thousand nine hundred & Seventy six only) in the form of a Demand Draft issued by scheduled or Nationalized Bank drawn in favour of the Regional Manager, Central Warehousing Corporation payable at Kolkata. Earnest Money Demand Draft should be scanned (PDF file format) and uploaded before e-tender closing date and time of the CWC online e-tendering website [www.cewacor.nic.in](http://www.cewacor.nic.in) or [www.tenderwizard.com](http://www.tenderwizard.com) /CWC. After uploaded the Earnest money Demand Draft, the same should be deposited to Regional Manager, Regional Office, CWC CMC BUILDING, PHASE-I, 6<sup>th</sup> Floor, New Market Complex, 15N, Nellie Sengupta Sarani, Kolkata-700087 before closing of submission of tender. E-tender not accompanied by earnest money as stated above shall be summarily rejected.

- 2.2 The e-tender to be submitted by the tenderer only through Online e-tendering system. The original DD for Earnest Money should be scanned (PDF file format) and uploaded before e-tender closing date and time of the CWC online e-tendering website [www.tenderwizard.com](http://www.tenderwizard.com) / CWC. After uploading the Earnest money, Demand Draft should be submitted in an envelope being superscripted "Tender No. CWC/ RO-Kol/CFS-Kol./ Upkeep & Maintenance/2016-17 for Upkeeping & Maintenance at CWC, Container Freight Station, 18, Coal Dock Road, Kolkata- 700043" in a cover which shall be addressed to Regional Manager, Central Warehousing Corporation, Regional Office, CMC BUILDING, PHASE-I, 6<sup>th</sup> Floor, New Market Complex, 15N, Nellie Sengupta Sarani, Kolkata-700087 and handover to Regional Manager, CWC, RO, Kolkata before closing of submission of tender.
- 2.3 The tenderer is required to upload Experience Certificate as per point No. 10 stating clearly number of years in this trade, number of people deployed and controlled for providing such services in Govt. and / or private establishments.
- 2.4 Any other relevant papers regarding experience of similar works etc should be uploaded
- 2.5 The Tenderer is required to quote rates as per Price Bid format placed at Annexure-III in figure as well as in words.
- 2.6 The tender should be uploaded the documents as per Technical Bid ( Annexure-II)

**GENERAL TERMS & CONDITIONS.**

- 3.1 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.
- 3.2 The Tenderer is requested to inspect the work site before quoting his bid and assess the nature and extent of work and conditions under which it will be carried out.
- 3.3 The contractor shall at his own cost comply with the provisions of all Acts, Regulations and Notifications whether central or local as applicable to him, his employees from time to time. These Acts/rules include:
- i) Minimum wage Act and rate orders and notifications issued there under from time to time.
  - ii) Contract Labour Regulation & Abolition Act, 1970 with rules, orders and notifications issued there under. The contractor shall not execute any kind of lien upon the properties of CWC under any circumstances.
  - iii) Industrial Dispute Act 1947 with rules, orders and notifications issued thereunder.
  - iv) The workman's compensation Act, 1923 with rules, orders and notifications issued thereunder.
  - v) Mines/Factories/shops and commercial Establishment Act whichever is applicable with rules, orders and notifications issued thereunder.
  - vi) Payment of Gratuity Act, 1972 with rules, orders and notifications issued thereunder.
  - vii) Payment of Bonus Act, 1965 with rules, orders and notifications issued thereunder.
  - viii) Payment of wages Act, 1936 with rules, orders and notifications issued thereunder.
  - ix) Employees Provident Fund and Miscellaneous provision Act, 1952 with rules, orders and notifications issued thereunder.
  - x) All other Acts/ Rules/ Regulations, Bye-Laws, orders and Notifications etc present or future, applicable from time to time to execute the contract.
  - xi) 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 of the provisions of the above said Acts or similar other 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.
- 3.4 The contractor shall provide and be responsible for payment of wages/Salaries, Bonus, Insurance, medical and other facilities to his personnel as per law/rules/regulations and orders of the central Govt. and state Govt./Local Authorities in force from time to time.

- 3.5 If the Corporation has to bear any liability on account of the employees of the contractor, the same will be deducted from his/her bill or otherwise from the contractor. 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.
- 3.6 All the employees of the contractor deployed at work shall properly behave with the staff of CWC. In the event of any complaint either verbal or in writing, the contractor shall immediately withdraw the employee and ensure acceptable replacement. The Corporation shall have the right to deduct from any moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason 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, Regulations and OR Acts OR by way OF fulfillment OF any obligations on the part of the contractors for strict observance of the provisions of the aforesaid laws.
- 3.7 The in-charge or authorized representatives of the contractor will meet personally all the employees of the contractor and conduct surprise check to ensure that only authorized employees are working in CFS, Kolkata.
- 3.8 The contractor agrees to fully protect, indemnify and hold Corporation, its employees and agents harmless of any claims, demands, actions, suits, proceedings and judgment and all liabilities costs, expenses incidental to or in connection therewith which may be made or brought against the Corporation by way of damages or injury to property or person or loss of life resulting from or arising out in the discharge of its obligations under this contract.
- 3.9 The contractor shall be exclusively liable for any losses / theft (pilferage) etc. of the properties of CWC/others from CFS, Kolkata. CWC has full right to compensate the such losses by way of recovery from his/her bills.
- 3.10 Tenderer is required to meticulously comply with the requirements as stated above, suppression/ omission or non-submission of the required details may lead to rejection of e-tender. In this regard decision of the in-charge or his representative on behalf of CWC shall be final and binding. CWC reserves the right to reject or accept any e-tender without assigning any reason whatsoever.
- 3.11 No part of the contract nor any share of interest therein shall in any manner of degree be transferred/ assigned or sublet by the contractor directly or indirectly to any person/firms or Corporation whatsoever.
- 3.12 CWC shall have full liberty to determine the quantum of compensation and to take any action against contractor including termination of contract as the situation warrants.
- 3.13. The contractor shall be paid for the services rendered in CFS Premises as a lump sum amount on per month basis. Certificate shall be obtained from the Manager, CFS that the work has been done as per the laid down drill (Annexure-I).

#### SECURITY DEPOSIT :

- 4.1. A Security Deposit (non interest bearing) amounting to Rs. 44,880/- (Rupees Forty four thousand eight hundred and eighty only) shall be deposited by the contractor through demand draft issued by nationalized bank/scheduled bank drawn in favour of Regional Manager, Central Warehousing Corporation

and payable at Kolkata within a week of acceptance of his/her E-tender. The successful Tenderer may, however, can make a request for adjustment Of EMD amount against Security Deposit and make payment of balance amount of in the above mentioned form. The Security Deposit will be released after satisfactory completion of the contract and adjustment of the Corporation's dues, **if any**. In accordance with the terms and conditions of the agreement, the said security deposit shall be forfeited for any failure on the part of contractor.

5. Income Tax if applicable will be deducted at source from the bills as per the rules

**PAYMENT TERMS:**

- 6.1 The payment against the contract will be made on presentation of the pre-receipted bills in duplicate every month along with a certificate obtained from the Manager-CFS, Kolkata that the work for the month has been found satisfactory as per the laid down drill.
- 6.2 As per the recent amendment in Service Tax rules, the work of upkeep and maintenance services has been put under reverse charge mechanism of service tax, accordingly the contractor has to deposit 50% of the service tax due on such services under reverse charge mechanism with Service Tax authorities and CWC will pay balance 50 % of service tax or as amended by Appropriate Authority from time to time.
- 6.3 Service Tax or any other tax in lieu thereof levied by the Central Govt. 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 rates quoted by the tenderer subject to the contractor submitting his bills/invoice therefore, in the format prescribed under Rule 4A(1) of Service Tax Rules 1994 or other relevant laws, as the case may be.

**ARBITRATION:-**

7. If any dispute, difference, question or disagreement shall at anytime, hereinafter arises between the parties here to or the respective representative in respect of the contract, the construction, interpretation Of this agreement, application Of provisions thereof or anything hereunder contained or arising hereunder or as to rights, liabilities, or duties of the said parties hereunder or any matter whatsoever incidental to this contract shall be referred to the Sole Arbitrator appointed by Managing Director, CWC, New Delhi. There will be no objection to any such appointment that the Arbitrator so appointed is an employee of CWC or that he had to deal with the matters to which the contract relates during the course of his duties as CWC employees, he had expressed views on all or any of the matters in dispute of difference.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns due to any reasons, it shall be lawful for MD, CWC to appoint another person to act as a sole arbitrator. Such person shall be entitled with reference from the stage at which it was left by his predecessor or to proceed de-novo.

It is further to the terms of this contract that no person other than the person appointed by MD, CWC as aforesaid shall act a sole arbitrator.

It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitrator.

It is also a term of the contract that the contractor shall not stop the work under this contract and work shall continue whether the arbitration proceedings have commenced or not.

The arbitrator shall be deemed to have entered on these references on the date of issue of notice by him to the parties

The arbitrator shall give reasoned award in respect of each dispute or difference referred to him.

The venue of the arbitration shall be in Kolkata

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 and any statutory modifications or amendments thereof and rules made there under and for the time being enforce shall apply to arbitration proceedings under this clause'

### **PERIOD OF CONTRACT**

7.1 The contract shall remain in force for a period of two years with effect from the date as may be decided By the Regional Manager' CWC' RO Kolkata. The Regional Manager' reserves the right: :

- i) To extend the period of contract for a further period of three months with mutual consent of both the parties to the contract
- ii) To terminate the contract at any time during its currency without assigning any reason by giving 30 days Notice in writing to the contractor at their last known place of residence / business the contractor shall not be entitled to any compensation by reason of such termination.

The action of the Regional Manager, CWC, RO, Kolkata under such clause shall be final, conclusive and binding on the contractor and shall not be called into question.

### **TERMS & CONDITIONS GOVERNING THE CONTRACT**

- a) The tenderer must have completed similar work satisfactorily during the last three years the average annual turnover shall be Rs.2,24,400/-.
- b) The Work shall be carried out as per the directions of Manager-CFS, Kolkata/Regional Manager, CWC, RO, Kolkata
- c) No-advance payment will be made by the Corporation'
- d) Security Deposit and Income Tax will be deducted as per rules.
- e) Conditional tenders shall be summarily rejected.
- f) If the Tenderer does not have Labour license No and Regd. Nos. under shop & Establishment Act at the time of uploading/ submitting the tender, the Contractor (after award of contract) will obtain labour license and get himself registered under shop & establishment Act/if required under the law.
- g) Corporation reserves the right either to accept or reject any or all the tenders without assigning any reason thereof.

## ANNEXURE-I

**SCOPE OF WORK**

1. The contractor shall render following services manually /mechanically in the up keeping and maintenance of premises:

**DAILY** :

- a Upkeep & Maintenance of the surface of road/open yards smooth and clean by removing all the foreign deposits/ garbage by brushing, sweeping etc. Approx. 43474 sq. mtrs. area including drainage system at CWC, CFS, Kolkata is to be maintained and cleaned at least daily or as per the instruction of Manager, CWC, CFS, Kolkata
- b Upkeep & Maintenance of the surface of the floor of godowns, offices & all other ancillaries in CFS, Kolkata- unit smooth and free from foreign deposits by rubbing, brushing, dusting, sweeping daily.
- c Upkeep & Maintaining the toilet/ wash basin ancillary buildings in campus Of CFS, Kolkata in hygienic condition by washing daily with Phenyl, Acids, Detergents, etc. & repairing the water leakages through pipe lines as and when required.  
  
All the toilet units to be maintained washed daily at least 3 times daily and the cleaners will be available between 8.00 A.M, to 8.00 P.M. on all working days.
- d The Contractor will collect the removal of damaged/ abandoned wooden palates, Scantling garbage, packing materials (received after unloading and destuffing) and other waste material from the campus of CFS, Kolkata & Cartage/disposal packing waste materials, etc. shall be removed from CFS premises subject to approval of Custom Department for which no amount paid to him.
- e Upkeep and maintenance of the surface of the floor of the Administrative Blocks, customs office , LWB Office and other ancillaries at CFS, Kolkata and canteen Block etc. and to keep them free from foreign deposit by rubbing, brushing, washing, dusting, sweeping daily without fail.
- f Provision for Naphthalene balls, liquid Soap sanitary cubes in toilets & dairy check for Sufficient quantity.
- g Dusting and cleaning of furniture, fitting, all equipments and pantry everyday.



**WEEKLY:**

- a. Cleaning of Dustbins and buckets with detergents once in a week or as and when required during the week.
- b. Polishing the floors with detergents, once in a week.
- c. The company will also look after the upkeep of interior plants in the office premises

**FORTNIGHTLY :**

- a. Cleaning of windows once in a fortnight and as and when required.

**MONTHLY:**

- a. Cleaning of glass partitions and cabin walls.
2. The annual maintenance charges with material after inspection of the building may be offered in writing, The quantity of materials like phenyl, Odonil, Naphthalene balls,-, brasso, floor dusters, furniture dusters, phool Jharu, Jharu Brushes, vim, surf etc. may be assessed basing on the job description to be performed and rates may be quoted accordingly.
3. For the execution of the aforesaid maintenance contract, the contractor shall employ with adequate number of manpower alongwith one Supervisor who will coordinate with the caretaker in day to day cleaning operation, The Contractor shall pay the minimum wages prescribed under the minimum Wages Act by West Bengal Administration time to time and any increase in the minimum wages will not be considered for any enhancement in the rate during the contract period of two years. On Saturdays/Sundays and other day, the contractor will provide adequate no. of manpower for cleaning the ground as well as other floors as per need. The working hours for all days will be fixed after mutual discussions with the contractor.
4. If the performance of the maintenance contract, finds at any time that the cleanliness is not up to desired level and that there is discrepancy in the use of material and labour for maintenance work, such monetary penalty as may be deemed fit may be imposed by the Corporation and deductions may be made from the monthly bills of the contractor.
5. The Corporation may, without prejudice to its right against the contractor for any inferior workmanship or breach of any of the terms and conditions of the contract by notice of one month in writing terminate the contract and get the work done through another contractor or by itself for the unexpired period of the contract at the risk and cost of defaulting contractor.
6. The tenderer may visit the premises in order to undertake proper assessment of quantum of work before quoting their rates.

**ANNEXURE-II****TECHNICAL BID****E-TENDER FOR APPOINTMENT OF UPKEEPING AND MAINTENANCE AGENCY**

1. Name of e-Tender
2. Address
- 3\* Labour License No. & name of Issuing Authority (Valid upto
- 4\* Regd. No. under Shop & Estt. Act
- 5\* Employces PF Registration No.
- 6\* ESI Registration No.
- 7\* Service Tax Registration No.
8. Type of Establishment (Proprietary/ Partnership Firm/Private Ltd. Company/Public Ltd. Company/Huf)
9. Whether Govt./semi Govt./ private
- 10 \*, Contracts Executed till date (Enclose Experience Certificate in Support)
  - I.
  - II.
  - III.
  - IV.
  - VI.
  - VII,
  - VIII,
- 11\* Present Assignments in hand (Enclose Award Letters)
  - I.
  - II.
  - III.
- 12\*. PAN Card No

\*NB:-(1)Self Attested photocopies in support at Sl.No,3,4,S,6,7, 10 11&12 are uploaded.

(2) If the tenderer does not have labour license No. and Regd. No. under shop & establishment Act at the time of uploading/ submitting the tender, the contractor (After award of contract) will obtain labour license and get himself registered under shop & establishment Act, if required under the law.

## ANNEXURE-III

RATE FOR UPKEEP & MAINTENANCE OF CENTRAL WAREHOUSING CORPORATION  
CONTAINER FREIGHT STATION, KOLKATA  
18, COAL DOCK ROAD, KOLKATA- 700043

Sl.No.	Description of items	Amount (Rs.) On lump-sum basis/per month
1.	Operation & Maintenance Services, Cleaning and other services including material as mentioned in the e-tender i.e. instruction to the Tenderer & (In words scope of work with Annexure	Rs. _____  (In words _____ )
1.1	The rates quoted are EXCLUSIVE of Service Tax or any other tax levied by the Central Go\l. in lieu of Service Tax and the same will be payable by the Corporation over and above the quoted rates,	
1.2	Service Tax amount be claimed separately in the bill and Service Tax Registration No. be mentioned thereon.	

## AGREEMENT

+This Agreement is made on \_\_\_\_\_ between the Central Warehousing Corporation, Regional Office, CMC BUILDING, PHASE-I, 6<sup>th</sup> Floor, New Market Complex, 15N, Nellie Sengupta Sarani, Kolkata-700087 established under the warehousing corporation Act 1962 (hereinafter called the 'Corporation') and M/S. \_\_\_\_\_ sole Proprietor which(hereinafter called the 'contractor') which terms shall include unless repugnant to the context, his heirs and legal representatives, executors/Administrative and successors.

In terms of award of contract by the Corporation vide its letter No. \_\_\_\_\_ for upkeep and maintenance of the premises of Central Warehousing Corporation, Container Freight Station, 18, Coal Dock Road, Kolkata- 700043, it is agreed both the parties that the contractor will provide the above services on the terms and conditions specified in the e-tender documents opened on \_\_\_\_\_ and subsequent award of contract reference to above.

It is hereby agreed between the parties:

- r) That daily, weekly, fortnightly and monthly services will be provided in the premises of Central Warehousing Corporation, Container Freight Station, 18, Coal Dock Road, Kolkata- 700043 as per the terms and conditions stipulated in the e-tender documents.
- 2) That for the execution of aforesaid work, the Contractor shall employ minimum workforce as per e-tender document and shall indemnify the Corporation in regard to any encumbrances in relation to the persons engaged for fulfilling his obligation under the contract.
- 3) That the contractor shall further be responsible for any loss caused to the Corporation due to the negligence or otherwise on the part of his men and loss, if any, as determined by the Corporation, shall be recoverable from the contractor. The decision of the Managing Director, CWC in this regard shall be final and binding in all such cases.
- 4) That the Corporation may, without prejudice to its right against the contractor for any inferior workmanship or breach of any of the terms and conditions of the contract by notice of one month in writing terminate the contract and get the work done through other contractor or departmentally for the unexpired period of the contract at the risk and cost of the defaulting contractor.
- 5) That the payment of maintenance charges will be made to the contractor on the submission of bill, in duplicate, every month. That all the bills would further be required to be accompanied by a certificate of satisfactory

Execution of work from Manager- CFS, Kolkata or an officer duly authorized by Manager-CFS.

- 6) That all the disputes arising out of or in any manner touching or concerning **this contract shall be referred to the Managing Director, Central warehousing corporation or an officer authorized by him for adjudication whose decision shall be final and binding on both the parties'**
- 7) That the contractor will post a supervisor/or authorized Representative at CFS, Kolkata who will be answerable on behalf of the contractor in day-to-day working.
- 8) Service Tax or any other tax in lieu thereof levied by the central Govt. 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 rates quoted by the Tenderer subject to the contractor submitting his/her bills/invoice, therefore, in the format prescribed under rule 44(1) of Service Tax Rules 1994 or other relevant laws, as the case may be.

Name & Signature of the Contractor

WITNESS:

1.

2.

For & on behalf of  
Regional Manager  
Central Warehousing Corporation  
Regional Office, Kolkata

WITNESS:

1.

2.