



CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)

REGIONAL OFFICE,

MAHALAXMI CHAR RASTA, OPP. UNNATI VIDYALAYA, PALDI,
AHMEDABAD-380 007

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INVITATION TO E-TENDER
FOR
Allotment of space/open land for
Rights to display advertisements at
CWC Warehouses in
Gujarat Region

DATE FOR DOWNLOADING TENDER FORM : : 01.09.2018 TO 30.09.2018
LAST DATE FOR ONLINE SUBMISSION OF TENDER : UPTO 1130 HRS ON 01.10.2018
LAST DATE FOR PHYSICAL SUBMISSION : UPTO 1200 HRS ON 01.10.2018
OF TENDER COST, EMD ETC
DATE OF OPENING [TECHNICAL BID] : AT 1200 HRS ON 01.10.2018



NOTICE INVITING E-TENDER

Tender for Allotment of space/open land for Rights to display advertisements at CWC Warehouses in Gujarat Region

Regional Manager, CWC, AHMEDABAD invites tenders through E-tendering process under two bid system from reputed Advertising companies for rights to display advertisements (Hoardings, Unipoles, Glow sign boards, show frame boards, LCD projected boards or any other acceptable advertisement as per Form-C etc) at CWC, Warehouses in Gujarat State, for a period of **Five** years.

S/No	Headings	Particulars	
1	Scope of work	Allotment of space/open land for rights to display advertisements (Hoardings, Unipoles, Glow sign boards, show frame boards, LCD projected boards or any other acceptable advertisement as per Form-C etc) at CWC, Warehouses in Gujarat (See FORM-A of Tender).	
2	Tender notice	Online (e-tendering) for above work. Tender documents will be available on website: www.tenderwizard.com/CWC , www.cewacor.nic.in , www.tenderhome.com and www.eprocure.gov.in	
3	Tender type	Open	
4	Schedule of E-Tender	Document downloading date and time	01.09.2018 from 11.00 Hrs. to 30.09.2018 up to 23.59 Hrs.
		Pre-Bid Meeting	12.09.2018 at 11.30 Hrs.
		Last date and time of online bid submission	Up to 11.30 Hrs. of 01.10.2018
		Physical submission or by courier of EMD and tender cost.	Up to 12.00 Hrs. of 01.10.2018
		Date and time of online technical bid opening	At 12.00 Hrs. on 01.10.2018
		Date and time of online price bid opening	Will be intimated later on.
5	Bid validity period	90 days from the date opening of technical bid and further extendable by fortnight at the discretion of CWC	
6	Period of contract	The contract will remain in force for a period of Five Years and further extendable on mutually agreed terms & conditions	
7	Cost of tender	Rs.1000/- + GST Rs.180/-= Rs.1180/-	
8	EMD	Rs.2,000/- (Two Thousands Only) for each Unit	
9	Security Deposit	Two month rentals for each centre	



ELIGIBILITY CRITERIA FOR THE TENDERERS

- i) The company/firm should be a registered concern having atleast three years experience in the line.
- ii) Gross financial turnover of the bidder from the advertisement business during the last three years should be 10 time of estimated value of contract.
- iii) The company should be making net profit during the last three years.
(Documents self attested to be attached for satisfying each condition.)
- iv) The company should have Pan No. & GST Registration .
- v) MSME registration certificate for exemption. Registration shall be for taken for the commercial publicity/advertisement work.
- vi) Cost of Tender and prescribed EMD be paid through DD or online through Credit/Debit Cards or NEFT/RTGS or NET banking or Direct Debit as per the RM, CWC, RO Bank Account details and proof of payment to be uploaded.

OTHER DOCUMENTS REQUIRED TO BE ATTACHED WITH THE TENDER FORM

- a) Self-Attested copy of Registration Certificate of the Company.
- b) Self-Attested copies of Proof regarding experience in the advertising line for the last **Three** years.
- c) Self-Attested copies of audited Balance Sheets and profit/loss for the last three years.
- d) Self-Attested copies of Income Tax Returns for the last 3 years.
- e) Self-Attested copy of the PAN number of the company.
- f) Self-Attested copy of the GST Registration of the company.
- g) Details of the Board of Directors with their Addresses and Telephone/ Mobile Nos.
- h) Details of the total whole time staff and part time staff of the company
- i) Details of major advertising contracts held previously as well as at present.
- j) The addresses & telephone numbers of the branch offices of the company along with the names, residential addresses & residence telephone numbers of the In charge of the branches.
- k) Copy of the partnership deed and incorporation deed in India(in case of partnership firm)
- l) Copy of the memorandum and articles of Association(in case of Company)
- m) Annexure-I to V

GROUND FOR REJECTION OF TENDERS

- i) Any Tender received late after the scheduled time.
- ii) Any Tender not accompanied by required earnest money or received with shorter validity period and insufficient EMD.
- iii) Tender not accompanied with proof of tender cost.
- iv) Copy of authorization letter(if applicable)
- v) Any Tender in which rates have not been quoted in accordance with specified formats/details as specified in NIT.
- vi) Any Tender received, not signed by duly authorized signatory at all appropriate places.



- vii) Any effort by a Tenderer to influence CWC in the Tenders evaluation, Tender comparison or award of contract/decision may also result in rejection of the Tender.
- viii) Tenders without UNDERTAKING mentioned in form A.

GENERAL TERMS & CONDITION

1. The complete set of Bid Document can be downloaded and filed up and submitted through e-tendering process by the Bidder through website www.tenderwizard.com/CWC only after registration for participation through e-tendering process.
2. The CWC reserve the right to accept or reject any application/ quotation. The power for acceptance or otherwise of the application/ quotation will rest with the Regional Manger, CWC AHMEDABAD, which does not bind itself to accept any application/ quotation and not to assign any reason for rejecting the same.
3. MSME Policy preference will be considered as per Govt. notification dated 23.03.2012 and further guidelines/circulars/notifications issued by appropriate authority. State/ Central Govt. agencies who are participating in the NIT are also exempted from payment of tender cost and EMD.
4. CWC will not accept tender wherein conditional offer has been given by the Tenderer. Such offers will out rightly be rejected . CWC reserve the right to withdraw any unit, without assigning any reason thereof.
5. Offers will have to be submitted along with EMD through online Tender without or with less earnest money will be summarily rejected. After finalization of the tender, the earnest money of unsuccessful Tenderers will be returned. The earnest money of successful Tenderer will be retained as Security Deposit and the same will be forfeited in case of the successful tenderer failing to honor the offer made by the CWC as per quotation submitted by him.
6. Cost of Tender of Rs 1180/-and EMD Rs.2000/- (per unit) by Demand Draft (Option for selection for DD payment is available in the tenderwizard.com) drawn in favour of "Regional Manager, Central Warehousing Corporation" payable at Ahmedabad. The said DD shall be furnished on or before 1200 hours of 01.10.2018 physically or through post / courier so as to reach before the said date and time. Scanned copy of the DD also be attached as proof of furnishing of the EMD.

The tender cost and EMD can be paid online also through Credit/Debit Cards or NEFT/RTGS or NET banking or Direct Debit as per the RM, CWC, RO Bank Account details and proof of payment to be uploaded. The details of CWC account are as under:



S/N	Particulars	Bank details
1	Beneficiary's name	Regional Manager, Central Warehousing Corporation,
2	Nature of A/Cs	Central Warehousing Corporation, Regional Manager's Operational Account
3	Beneficiary Bank A/C No.	3753002100213948
4	Name & Address of bank	Panjab National Bank, V.S.Main Road, Paldi, Ahmedabad
5	IFSC Code	PUNB 0375300
6	PAN	AAA CC 1206D
7	GSTIN	24AAACC1206D1ZM

7. The tenderers will be required to quote in the tender form the amount of annual license fee on the basis of rate per Sq. Feet area per annum, which they will be required to pay to the CWC. The bidder is allowed to select the center as per their choice or all locations in full and EMD shall be paid for each center separately.
8. The Tenderer submitting tenders will be required to quote in the tender form the amount of annual license fee for each Centre which they will be required to pay to the CWC. The highest Tenderer in terms of per SFT rates, will be awarded this contract. The highest bidder for the center selected will be awarded this contract. License fee will be calculated according to the dimension (Area) of the display board. The evaluation will be on the basis of "unit wise Per SFT rates". The CWC reserve the right to withdraw any unit, without assigning any reasons thereof.
9. Annual License Fee shall be paid in advance before the commencement of license & for subsequent year. The contract period is for **Five years** and can be extended on mutually agreed terms & conditions. The annual license fees will be escalated cumulatively @ 08% every year. The Tenderer will also be required to pay electricity charges due from time to time besides annual license fees by Tenderer.
10. CWC will not be a party if there is any dispute legal or otherwise between the Tenderer and his customers.
11. Correction in the Tender papers, if any, should be authenticated with full signatures of the tender signing authority.
12. The person signing the tender papers, in case of a firm or company should clearly specify his status in the firm or company, like (i) Sole Proprietor, (ii) Partner, (iii) Under power of attorney as Director, Manager and/or Secretary, as the case may be. Copies of documents authorizing the signatory on behalf of the firm/company should be attached with the tender documents.



13. In case of receipt of more than one Tender by same person in different name for one site, then all the Tenders of that Party will be rejected summarily and Earnest Money will be forfeited.
14. Tenders shall remain valid for 90 days from the date of opening of technical bid and further extendable by fortnight at the discretion of CWC.
15. The Licensee will operate the allotted location by self. No subletting is permitted, if found so, the allotment of location will be cancelled immediately. This invitation to tender for inviting tenders for license only and can under no circumstances be construed as invitation to tender for grant of lease.
16. The contract period is for **Five years**, extendable on mutually agreed terms & conditions and the annual license fees will escalate @ 08% every year on compounded basis.
17. They shall make their own arrangements for comprehensive insurance of area in the demised premises, covering thereby goods against all insurable risks such as theft burglary, pilferage, flood, cyclone, fire, civil commotion etc., renewing the policies from time to time and keeping the policies in force. CWC shall not be responsible to make any losses/damages and the tender shall indemnify CWC for all the costs which may be incurred by CWC for loss minimization with respect to insurance claim or any consequential loss to CWC. Insurance policy so obtained by the tenderer would be endorsed in favor of CWC to protect the interest of CWC, as bailee of the premises.
18. The advertiser will have to share the revenue as specified by the local body/ respective Corporation/Municipality/ State authorities either by concerned organization or the advertiser if any.
19. CWC will only provide the space and the entire connection etc. have to be arranged by the agency as per their own. However, if any NOC is required from CWC, same will be provided after protecting the interest of the Corporation. The electricity charges to be paid on actual basis as calculated in the highest slab of Electricity Supply Authority's tariff along with proportionate GST is calculated. Due to change in the categorization/additional liability of whatever nature, on this score is to be borne by the tenderer.
20. The CWC will provide space/site in the Warehouse premises on license basis and the civil structure is to be created by the agency so selected.



21. The tenderer shall be entitled to remove its goods, fittings, fixture etc., at their own cost and hand over the space to CWC after restoring it in the same condition in which it existed at the time of conclusion of the agreement.
22. Any other tax / levy imposed by the local bodies on account of their business activities / operations and the same shall be borne / payable by tenderer without any demur.
23. In all the agreements it should be stated that licensee shall pay GST on the licence fee/rentals paid to CWC. The agreements may please be got legally vetted.
24. The personnel of contractor shall obtain permission of Manager-CWC-Warehouses in Gujarat for entry in to the premises and shall ensure compliance of CWC guidelines/ Instructions. The contractor shall indemnify the Corporation for any damage/ losses to CWC property and noncompliance of any statutory/CWC/Govt. requirements. Non-indemnify the Corporation may lead to forfeit the S/D amount by the Corporation, beside other mode of recovery for realization of any amount due to Corporation.
25. The Number & Location of Advertisement related infrastructure in the warehouse will be decided in consultation of respective Warehouse Manager of CWC/Regional Manager, Ahmedabad.
26. The arrangement can be terminated by either party by giving 3 months advance notice or charges in lieu thereof. However, in case breach of provisions / conditions of this agreement by the tenderer, CWC can immediately terminates this arrangement without resorting to 3 months' notice.

Missing/ online corrupted/ not-downloadable/non-printable document: The Corporation, if necessary may ask the tenderer for any specific information/clarification relating to qualifying document/condition or can seek missing documents. 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 online or physically within a reasonable stipulated period as decided by the Corporation. If the tenderer fails to respond within the stipulated time period, no further time will be given and the tender will be summarily rejected.

NOTE AND OTHER DETAILS:-

- [1] **Digital Security Certificate** : Bidders who wish to participate in the e-tendering will have to procure class-3 valid **Digital Security Certificate** as per Information Technology Act, 2000. Bidders can procure this certificate from any of the certifying authority of Controller of Certifying Authorities(CCA),Government of India. Details of certifying authorities can be obtained from www.cca.gov.in.



- [2] The bidder has to register, if not registered earlier, with www.tenderwizard.com/CWC using DSC to participate in tender process. Detailed procedure for registration, system requirements and bidding are also available on www.tenderwizard.com/CWC. For any support required on DSC, bidder may visit "Contact Us" section of above said website. Prospective bidders are advised to purchase valid DSC well in advance, if not already procured.
- [3] The digital signature certificate is normally issued within two working days. The interested bidders are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately. .
- [4] In case of Joint Venture, Bidder is requested to register with *M/s. K.S.E.D.C.Limited* in the name of Joint Venture only. The registration fee is payable once on a yearly basis.
- [5] **The detailed procedure for the registration is as under:**
 Go to the url:-www.tenderwizard.in/CWC
 In the home page click on Vendor Registration.
 In the Vendor Registration form, vendor has to fill up the applicant details, digital signature information as well as Demand draft details.
 After submission of the form, the User-id and Password are generated in the form of Acknowledgement.
 The registration fee through online mode of payment should be made to *M/s.KSEDC*.
 The User-id and password would be activated by *M/S K.S.E.D.C Limited*, only after receipt of the registration fee.
 Those bidders who failed to submit the tender processing fee to *M/S KSEDC Limited* their bid would not be made available by the system and shall not be considered during the opening of the tender.
- [6] Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.
- [7] **DOWNLOADING OF TENDER DOCUMENT:-** The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website within the period as stated above, which is to be upload with each page duly signed & stamped.
- [8] **SUBMISSION OF TENDER:-**
 Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above.
 The Tenders are to be submitted in two parts Part–I containing technical specification and Part – II containing financial Offer(Price Bid). Both technical bid (Part–I) and Price–Bid (Part–II) should be Uploaded online. However, the technical bid alongwith related technical documents may also be submitted in physical form for cross checking /



verification with the technical document uploaded online. But these documents must be submitted to the Regional Office on **01.10.2018** before 1200 hrs.

Tenderer shall ensure that proof of Tender cost and EMD should reach (by couriers or personally) at Central warehousing Corporation, Regional Office, Ahmedabad as per the above mentioned scheduled date and time.

No offer of Price Bid in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out-rightly rejected.

INFORMATION FOR ONLINE PARTICIPATION AND GENERAL CONDITIONS :-

- [9] Internet site address for e-Tendering activities will be www.tenderwizard.com/cwc can be seen and down loaded at CWC's website www.cewacor.nic.in and www.tenderhome.com / www.eprocure.gov.in.
- [10] Bidders who wish to participate in online tender have to register with the website through the "new user registration" link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
- [11] Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid and Excel format only.
- [12] After filling data in pre-defined forms, bidders needs to click on final submission link to submit their encrypted bid.
- [13] 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.
- [14] No definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation.
- [15] Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry.
- [16] The Central Warehousing Corporation reserves the right to accept / reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.

Any clarification regarding online participation, they can contact :-

M/s Karnataka State Electronics Development Corporation Ltd.,

No. 29/1, Race Course Road, Bangalore-560 001

For local assistance, may call following help line numbers at KEONICS, Ahmedabad

Shri Sunil Mob: 9714881992 / 9624981992

Regional Manager
Central Warehousing Corporation
Regional Office
Ahmedabad



FORM 'A' (TECHNICAL TENDER)

Tender for Allotment of space/open land for Tender for Rights to display advertisements at CWC Warehouses in Gujarat Region

To
Regional Manager
Central Warehousing Corporation
Regional Office

From,
Name of the Tenderer : -----

Full Address : -----

Sir,

Sub :- Tender for Allotment of space/open land for Tender for Rights to display advertisements at CWC Warehouses in Gujarat Region

I/We undersigned hereby submit my/our Tender for rights to display advertisements at following units. I/We have read and correctly understood the terms and conditions enclosed with this tender form and also those mentioned in the agreement format which will be executed after award of work and agree to fully abide by them.

S/No	Location of Warehouse	Please mention 'YES', Where party is intend to install Hoarding etc
1	CW Surat-I	
2	CW Surat-II	
3	CW Baroda-I	
4	CW Karachia	
5	CW Vadod	
6	CW Anand	
7	CW Nadiad,	
8	CW Ahmedabad-I	
9	CW Rajkot-I,	
10	CW Rajkot-II	
11	CW Bhavnagar	
12	CW Jamnagar	
13	ICD Dashrath	
14	CFS Mundra	



This copies/details of following documents are enclosed.

- a) Address of the tenderer.
- b) Self-attested copies of proof regarding experience in the advertising line for the last 3 years.
- c) Self-attested Copy of the partnership deed and incorporation deed in India (in case of partnership firm)
- d) Self-attested Copy of the memorandum and articles of Association(in case of company).
- e) EMD can be paid online through DD or online through Credit/Debit Cards or NEFT/RTGS or NET banking or Direct Debit as per the RM, CWC, RO Bank Account details and proof of payment to be uploaded.
- f) Copy of valid GST registration Certificate & PAN number.
- g) The Tenderer should sign on each page of the tender document in token of having accepted all terms & conditions.
- h) Information in Form 'D'.
- i) Self-attested copy of Registration Certificate of the Company/Firm.
- j) Self-attested copies of audited final Balance Sheet, P/L Account, ITR for last 3 years.
- k) Details of major advertising contracts held previously and at present.
- l) Affidavit on non-judicial stamp of appropriate value stating that the firm was not debarred/blacklisted at anytime by any organization.
- m) Annexure-I to V

Thanking you,

Yours faithfully,

Place:
seal)

(Signature and name of Tenderer with

Date :



FORM 'B' (FINANCIAL TENDER)
"TO BE FILLED IN SEPARATE EXCEL SHEET"
Tender for Allotment of space/open land for Tender for Rights to display advertisements at CWC Warehouses in Gujarat Region

To,
Regional Manager
Central Warehousing Corporation
Regional Office
Ahmedabad

From:

Name & Address of tenderer: _____

Sub: Tender for Allotment of space/open land for Tender for Rights to display advertisements (except wall painting on boundary wall) at CWC Warehouses in Gujarat Region

Sir,

1. I/We have studied the tender documents & understood them.
2. I/We hereby apply to get rights of advertisements at following units
3. I/We hereby quote the following rates:

S/No	Location of Warehouse where open land proposed (Central Warehouse/ CFS) for commercial publicity like Hoarding etc. (except boundary wall painting)	Rates for annual license fee- per Sq.Ft*	Area required	Annual License fee* (Rs) Figures and Words
1	CW Surat-I			
2	CW Surat-II			
3	CW Baroda-I			
4	CW Karachia			
5	CW Vadod			
6	CW Anand			
7	CW Nadiad,			
8	CW Ahmedabad-I			
9	CW Rajkot-I,			
10	CW Rajkot-II			
11	CW Bhavnagar			
12	CW Jamnagar			
13	ICD Dashrath			
14	CFS Mundra			

*Note: GST/Taxes applicable shall be paid by the bidder in addition to the quoted rate.



(The rates should be quoted in both words & figures. In case of discrepancy in words and figures the rate quoted in words will be valid.)

4. I/We hereby undertake that if any of the information/document furnished herewith is found to be false or incorrect, my/our tender shall be liable to be cancelled and EMD shall also be forfeited. In the event of contract being awarded, the same shall also be liable to be cancelled with the forfeiture of the amount of the security deposit.
5. I/We hereby undertake to abide by the rules and regulations of Central/State Govt. Governing the contractual obligations.
6. I/We understand that EMD shall be forfeited on resiling from the offer or failing to accept the offer . In the event of contract being awarded, the same shall also be liable to be cancelled with the forfeiture of the amount of the security deposit.
7. The evaluation will be on the basis of "unit wise Per SFT rates". The CWC reserve the right to withdraw any unit, without assigning any reasons thereof.

**Signature of Tenderer
With rubber stamp**

**FORM 'C'**

Scope of Advertisement (Specimen)
Rights to display advertisements (except wall painting on boundary wall) at
CWC Warehouses in Gujarat Region

(i) Size, Number & Location:

Type of Advertisement		Size of Advt.	No. of Advt.	Site of Advt.
Sr. No.	Name			
1.	Hoardings	10'X8'	Actual Basis	At appropriate place of Centre
2.	Unipoles	10'X8'	Actual Basis	At appropriate place of Centre
3.	Glow sign boards	8'X3.5'	Actual Basis	At appropriate place of Centre
4.	Show frame boards	8'X3.5'	Actual Basis	At appropriate place of Centre
5.	LCD projected boards	—	Actual Basis	At appropriate place of Centre
6.	Any other acceptable Advt.	-----	Actual Basis	At appropriate place of Centre

(ii) Above size are tentative just for understanding. Size of advertizing material will be on actual basis.

(iii) Political advertisement shall not be allowed.



FORM 'D'

PROFORMA TO BE FILLED & SUBMITTED IN RESPONSE TO THE TENDER NOTICE IN CONNECTION WITH Tender for Rights to display advertisements (except wall painting on boundary wall) at CWC Warehouses in Gujarat Region

1. Name of the Firm
2. Complete address (Regd. Office & Field offices)

Address of Registered office	Tel.No.	Fax No.	E-Mail address
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- Address of field offices (with names of Incharge)

Tel No.	Mobile No.	Fax No.	E-mail address
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 - i.
 - ii.
 - iii.
3. Date of Establishment (Attach proof)
4. Date of Registration (Attach proof)
5. Registration No. (Attach proof)
6. Income Tax No. (Attach proof)
7. GST No. (Attach proof)
8. Sales Tax No. (If any) (Attach proof)
9. Names, Addresses & Telephone No.'s of Partners/Directors:

Sr. No.	Name of Partner	Address	Telephone NO.	E-mail Address
			Office Residence	
10. Names, Address & Telephone No.'s of Board of Directors

Sr.No.	Name of Director	Address	Telephone No.	E-mail Address
			Office Residence	
11. Details of Major Advertising Contracts Previously/ presently held by the firm With dates & necessary proof.



12. Whether the firm is registered with/on the panel with Department of Advertising & Visual Publicity (DAVP) Govt. of India, if so, proof thereof.
13. Whether the firm has been disqualified/ black Listed by DAVP or any other Govt. organisation? (Affidavit to be attached duly attested by Notary)
14. Annual turnover of the firm last three years
2015-16
2016-17
2017-18*

*If audited document is not available, FY 2014-15 admissible.

15. Whether Financial Tender has been uploaded? UTR /Transaction Ref.No. _____
16. Whether earnest money payable in favour of Regional Manager, CWC, Ahmedabad Banker's name _____ Date: _____ Amount _____
17. List of Documents attached.
18. List of Assets of the Company.

Certified that the information given above is correct and nothing has been concealed. We agree with all the terms & conditions of the contract as published in the tender notice or given in the Tender document and undertake to make all the dues of CWC (along with fine if any) on time. A copy of the terms & conditions signed on each page is attached. All pages of the tender document have also been signed with seal of firm.

Date : -

Signature of the

Place :-

(Authorized Representative)

Name of the Signatory _____

For & on behalf of _____ (Name of Firm)

Seal of the Firm

**FORM-E**

AGREEMENT FOR RIGHTS OF ADVERTISEMENTS
(To be vetted before execution)

This agreement made at _____ on _____ day of _____ 2018 between CWC through Regional Manager, hereinafter referred to as the CWC. (which expression shall include the successors and assignors) on the one part and M/s. _____ herein after referred as to licensee (Which expression shall include it successors and assignors) on the other part.

Now it is hereby agreed by the parties hereto as follows :-

1. That in consideration of payment of Rs. _____ (here enter the license fee for first year) , CWC will provide the rights of displaying advertisements at CW ----- to M/s -----of which the entire amount will be paid in advance before the commencement of license & for subsequent year the license fee will have a 08% increase over the previous year's license fee. The payment will be made annually in advance.
2. CWC hereby permit the said licensee to display advertisements at CW, _____ for the monetary transaction on the terms and conditions hereinafter contained and subject to the rules and regulation in force of concerned Municipal Corporation etc. and rules/ guidelines, laws and amendments issued from time to time.
3. The advertisement boards would be put up in accordance with the number, type & size of boards and at the locations as mentioned in 'Form C' of this document. If there is any confusion in this regard, it will be clarified by the **RM, CWC Ahmedabad**
4. SCOPE OF ADVERTISEMENTS

The following type of advertisement boards (**except wall painting on boundary wall**) can be put up in the premises of the CWC :

- | | |
|----------------------|--|
| a) Hoardings | e) LCD Projected boards |
| b) Unipoles | |
| c) Glow Sign Boards | |
| d) Show frame boards | f) Any other acceptable new idea (to be specified) |

The advertisement boards can be put up as per number, type and size of boards and at the locations as mentioned at Form 'C' to this document. The boards can be put up in accordance with the terms & conditions contained in this document. The size & site of advertisements can slightly be changed on administrative ground.



5. For the purpose of this agreement, unless a contrary intention appears from the subject or context the term display of advertisements will consist of size & site as per Form 'C'. CWC reserves the right to alter the location and size of the said advertisement, if necessary without assigning any reason and no compensation will be granted to the licensee on this account. The licensee shall not use the said location for any purpose other than the display of advertisement.
6. The licensee shall, therefore, pay all rates/cesses/taxes and assessments whatever payable or hereafter becomes payable to the Govt. or Municipality in respect of the said display of advertisement and shall abide by the rule/law of land, in force, relating to display of advertisements.
7. That the license unless extended/cancelled in terms of the provision hereinafter contained shall remain in force for a period of FIVE years commencing from _____ (Date of commencement) to _____ (Date, after three years), which can be extended on mutually agreed terms & conditions.
8. That the licensee shall not assign, transfer, mortgage, sublet the privilege conferred under this agreement.
9. The Licensee will take separate Electric supply connections for lighting of the advertisement boards etc. from the concerned agencies and will directly pay their charges to the concerned agencies on regular basis accordingly. At the time of vacating the allotted location, the licensee shall have to submit the "No Dues Certificate" from concerned Electric agencies to release the security deposit.
10. If the information furnished by the tenderer is found to be incorrect, the contract, if awarded is liable to be terminated without notice and Earnest Money and/or Security Deposit is liable to be forfeited.
11. CWC will review the functioning/performance of the Contractor periodically and may intimate contract based on non-performance and non-fulfillment/ breach of obligations agreed by the Tenderer after providing a fair opportunity to be heard. In case, CWC is not satisfied with the reply of the Company and/or the company does not rectify any breach within the time given by CWC then CWC may cancel the contract.
12. The Licensee will in no case sub-contract and/or transfer the whole or part of the contract to any other person or firm.
13. The company shall make good any damage caused to the premises normal wear and tear being excepted. The decision of the RM, CWC on the question whether any



- damage is caused to the premises and what amount of compensation would make good such damaged shall be final and binding on the parties hereto.
14. The premises will normally be allotted to the tenderer who offers the highest rates of License Fee. However, the RM, CWC reserves the right to reject the highest offer or all the offers without assigning any reason.
 15. The allotment of site will be cancelled immediately, if the Licensee found to be associated with any misdeeds, antisocial, antinational or undesirable activity inside & nearby the allotted site.
 16. In the case of dispute regarding unsatisfactory services by the contractor, decision of CWC will be final and binding.
 17. Expenditure on display of advertisements etc. shall be borne by the company. The company shall be responsible for any damage of buildings from fire, establish, structure for hoardings etc. and decision of Regional Manager in this regard will be final.
 18. The licensee shall arrange/obtain all necessary clearances/formalities form Municipal Corporation or all other concerned statutory authorities to display advertisements.
 19. Initially, the offered price by the successful Tenderer shall be for type and area of advertisements mentioned in scope or advertisement mentioned at form 'C' only. However, during the contract period if the successful Tenderer requires any additional area, if available and CWC permits, then the current Licensee Fee will be revised/enhanced in the same proportion.
 20. That the land & walls for display of advertisements will be provided by CWC to licensee on "As is where is basis" on which the civil & electrical work etc. will be done by the licensee . No structure of any kind whatsoever shall be erected by the licensee without the permission in writing of the RM, CWC or any other officer duly authorized by him. The plan of the structure shall also be subject to the approval of the said officer and no construction shall be started without such approval in writing. Any structure erected by the licensee shall be treated as temporary structure.
 21. That the licensee shall allow the CWC officials free access at all time, to the said area of advertisement and shall whenever so requested by the CWC forthwith pull down or replace any structure which the CWC shall consider to be improperly situated.
 22. CWC also reserves the right to determine the contract forthwith in the event of unsatisfactory performance of the licensee.



23. That the licensee shall be governed by the rules, regulations, advertisement policy and instructions of CWC which are in force or which may hereafter come in force governing the said activities. The licensee further undertakes to pay all the taxes levied by local body or civil body.
24. That licensee had deposited Rs. _____ (2 months rentals as amount of Security Deposit) by way of DD No. _____ dated _____ drawn on _____ bank as security deposit as per the terms and condition of this license. No interest shall be payable on the security deposit by the CWC.
25. CWC shall be entitled to recover any money due from the licensee under this agreement or otherwise from the said security deposit that licensee shall on demand forthwith make good the deficiency so as to keep the security deposit at the fixed amount. The security deposit will be refunded on satisfactory completion of the contract period after taking into consideration that all CWC's dues are cleared.
26. CWC reserve the right to cancel this license at any time on giving 90 days notice in writing of its intension to do so and the licensee shall on expiry of the period of notice to vacate the land, remove all material and structure, if any belonging to the licensee. If any structure is not required to be dismantled by the CWC, the CWC shall pay the compensation for the same which will be determined by the CWC through its any officer, whose decision shall be final and binding. In case the licensee fails to restore the land to its original state as required by the CWC, the CWC, may do so at the risk and cost of the licensee and the expenses so incurred shall be recoverable from the security deposit and /or any other money that is due to the licensee for the CWC.
27. If on the expiry of the license, the licensee continues to use the land, he shall be liable to pay the charges to CWC as determined by the Regional Manager and the licensee shall be entitled to remove its belongings only when he has paid all the charges due to CWC.
28. After expiry of the licensed period, the licensee should immediately vacate the CWC premises and hand over the possession to the CWC or apply for renewal of the license within 90 days from the date of expiry of license. In the failure on the part of licensee either to vacate the premises on the expiry of the licensed period or failure to apply for renewal of the license within 90 days of the expiry of the license, CWC shall be entitled to recover without prejudice to other right of the CWC under this agreement or the law for the time being in force, the license fee at the rate of double the normal license fee already agreed to if the license for such period the plot remains in the possession of the licensee.



29. Any notice to be served on the licensee shall be deemed to be sufficiently served if delivered at or sent by the registered post addressed to the licensee at his/their last known place. Any notice to be served by the licensee on the CWC shall be deemed to be sufficiently served if delivered at Regional Office of CWC or sent by the registered post.
30. CWC is not responsible for any loss of cash, any loss of installation, any loss of any equipment due to whatsoever reason may be.
31. CWC reserves the right for deduction of CWC due from contractor's security amount on the following grounds :-
- Any amount imposed by CWC as fine under the penalty clause.
 - Any amount which CWC becomes liable to the Govt./ Third party on the behalf of any default of the contractor or any servant/agent.
 - Any payment/fine made under the order/judgement of any court/ forum or law enforcing agency or any person working on his behalf.
31. The court of Ahmedabad have jurisdiction to decide any dispute arising out of or in respect of the contract.
32. That this agreement shall remain in force for a period of Five years unless determined under any provision herein after.
- Provided that it shall be always lawful for the CWC to terminate the agreement at any time without assigning any reason and without being liable for loss or damage which the licensee may suffer by means of such termination by giving the licensee one month prior notice in writing of its intention to terminate the license.
 - Provided that the termination of the licensee under this clause or any other clause herein shall not be deemed to prejudice or affect any claim or any right to indemnify which the CWC has against this license in respect of breach of any condition of any of the agreement of matter pending in any court or before other agency authorized by law against the act of licensee, here in prior to the termination of the said agreement.
 - The arrangement can be terminated by either party by giving 3 months advance notice OR charges in lieu thereof. However, in case breach of provision/conditions of this agreement by the tenderer, CWC can immediately terminate this arrangement without resorting to 3 months' notice.
33. In the event of earlier determination before the expiry of license, the licensee shall forth with remove his belonging and will hand over the land to CWC in the original condition without any object or opposition.



34. The contractor shall comply with all the provision of Labour Laws and Rules made there under and the contractor also indemnify the CWC for any loss and damages suffered due to violation of above provisions.
35. Licensee will be liable for damages upto Rs. 5,000/- per default on the following.
- Late payment of CWC dues upto 10 days.
 - Dis-honoring the cheques/Drafts.
 - Any staff of licensee found in drunken condition/indulging in bad conduct.
 - Any staff of the licensee found creating nuisance on duty.
36. The date of commencement of the contract will be either (a) 60 days from the date if giving the letter for right to display advertisements or (b) from the actual date of displaying the advertisements by the licensee, whichever is earlier.
37. The CWC shall not be responsible for any loss of damage caused to the contractor to total discontinuance of this scheme under the agreement for any reasons whatsoever.
38. The CWC reserves the right to recover as damages ranging between Rs. 1000/- to Rs. 2000/- per default for irregularities/defaults committed by the licensee or his /their employees.
39. Amendment/ modifications made in the Policy of advertisement/ commercial publicity of CWC from time to time will automatically be applicable.
- 40. OTHER TERMS & CONDITIONS**
- Advertisements with approval of RM : All the advertisements would be displayed with the approval of the Regional Manager, Ahmedabad in accordance with the sites/ type allotted to the contractor company/firm. Any advertisement found objectionable would not be allowed.
 - Advertisements not allowed: No advertisements relating to intoxicants, liquor, cigarettes, Tenderis, tobacco products, lottery, Political advertisement etc. would be allowed . If any advertisements are disallowed by the law of the land or by court orders or if any advertisements are banned by the Govt./Department in public interest, such advertisements would also not be allowed.
 - Quality of Advertisement Boards : The advertisement boards should be of very high quality and colours. These should be prepared by pasting vinyl sheets on rust proof sheets.
 - Replacement of spoiled boards : Any advertisement boards which get spoiled after some time will have to be replaced within a week of the notice given by the Concerned Manager of CWC unit/RM, Ahmedabad, failing which the RM will have the right to



- remove the spoiled advertisement boards at the cost and risk of the contractor company/ firm.
- v) Fixing & display of advertisement boards : The responsibility for fixing and display of advertisement boards would be that of the contractor Company/ firm which will be done by them with the written approval of the Regional Manager indicating the period of display, site of display as well as type and size of each advertisement.
 - vi) No compensation for less number of advertisements : If the contractor company/firm is unable to put up advertisements on some or all of the sites allotted to them, they will not be entitled to claim any compensation, whatsoever, on this account.
 - vii) The personnel of contractor shall obtain permission of Manager-CWC-Warehouses in Gujarat for entry in to the premises and shall ensure compliance of CWC guidelines/ Instructions. The contractor shall indemnify the Corporation for any damage/ losses to CWC property and noncompliance of any statutory/CWC/Govt. requirements. Non-indemnify the Corporation may lead to forfeit the S/D amount by the Corporation, beside other mode of recovery for realization of any amount due to Corporation.

41. DISPUTE / ARBITRATION:

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 matter 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 matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this contract. It is a terms 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 unable 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 it was left by his predecessor. It is also a terms 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 award.

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



been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.

The Venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The work under the contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable to contractor shall be withheld on account of such proceedings.

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

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing of the date of the first hearing.

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

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

The Licensee is required to sign and submit all the pages of this tender documents under their official stamp .

Signed for and on behalf of CWC

Witness :

Regional Manager

(-----)

Signed for and on behalf of Licensee by

Shri _____

(Authorized Signatory)

Witness :



ANNEXURE-I

**AFFIDAVIT ON LETTER HEAD
(For Sole Proprietary Firm)**

Ref.: Tender for Mobile Tower at , CWC-Warehouses in Gujarat.

I,R/o.....

..... do hereby solemnly affirm and declare as under :-

1. That I am Sole Proprietor of (Sole Proprietor Firm Name)

2. That the office of the firm is situated at

.....
.....

TENDERER

**ANNEXURE -II****FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY****(If tenderer is a company/partnership firm)**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. _____(name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____ (name of work), including signing and submission of application/ tender / proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with CWC or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with CWC and thereafter till the expiry of the Contact Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

Dated this the _____ day of _____2018

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of Proprietor / All the partners of the firm/ Authorized Signatory for the Company) (*Strike out whichever is not applicable*)
Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1 :

Name:

Address:

Witness 2:

Name:

Address:

- Power of Attorney is to be attested by Notary.



Annexure-III

**UNDERTAKING TO BE GIVEN BY THE TENDERER REGARDING
BLACKLISTING/TERMINATION ON CONTRACT
(ON THE LETTER HEAD OF TENDERER).**

Ref.: Tender for Mobile Tower at CWC-Warehouses in Gujarat.

This is to self-certified, that the I/We _____ tenderer (in case of partnership firm, any of its partner/company/ consortium / joint venture / sole proprietary firm) that-

- (a) I/We had not been black listed by CWC, or any Central / State Govt. / PSUs or Local Govt., Deptt/ Autonomous Body and is not debarred from participation in the tender process.
- (b) Contract was not terminated before expiry of contract period or Security Deposit/EMD forfeited by CWC, FCI or any other Public Sector/Govt./Quasi Govt. Organization/any other client.

Date:

Signature of tenderer

With seal

**Annexure-IV**

**UNDERTAKING TO BE GIVEN BY THE TENDERER
(ON THE LETTER HEAD OF TENDERER).**

Ref.: Tender for Mobile Tower at CWC- Warehouses in Gujarat.

UNDERTAKING

We M/s _____ hereby confirm that we have gone through and understood the Tender Document and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum (if any), issued by CWC, without any deviation / exception / comments / assumptions. We undertake to comply terms & conditions of NIT/Tender. We also confirm that we have quoted the rates without any condition and deviation. The Tender has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

We further confirm that we have quoted our rates in our financial bid as per the conditions of the Tender Document and for all the items.

We further undertake that if qualified/selected I/we will present all/required original documents for verification and if it is found at any stage that the information submitted by me/us is false/forged/tampered or in event of any breach of any condition(s), I/WE _____ shall be liable to terminated or debarred or both from future tender participation in CWC.

Stamp and signature of the Tenderer: _____

Name of the Tenderer : _____

NOTE: To be stamped and signed by the authorized signatory who is signing the Bid and submitted alongwith the Technical Bid.

Date:

Signature of tenderer

With seal



Annexure – V

AFFIDAVIT

TO BE SUBMITTED ON A STAMP PAPER [OF RS.20/- MINIMUM] DULY ATTESTED BY NOTARY PUBLIC [DULY AFFIXED WITH NOTARIAL REVENUE STAMP; AND WITH NOTARY SEAL; AND NOTARY REGISTRATION NUMBER ETC].

I _____ S/o / D/o / W/o / Director* / Proprietor* / Partners* of M/s _____ located at _____.

Do hereby solemnly affirm and declare as under :-

- [1] The company is a Micro / Small Enterprise as per the Govt. of India definition; and has been functional at the time of bar code registration.
- [2] The company continues to be a Micro / Small Enterprise and functional as on date.
- [3] As per books of accounts, the total investment [original purchase value] in Plant and Machinery in the company as on the date of submission of bids is Rs. _____ which is within the limit prescribed in MSME Act.
- [4]
 - [i] Udyog Aadhar Memorandum [UAM] number of our company is _____.
 - [ii] We hereby confirm that we have declared the UAM number on Central Public Procurement Portal [CPPP].
 - [iii] We are aware that non-declaration of UAM number on CPPP will make us ineligible to enjoy the benefits as per Public Procurement Policy for MSEs order, 2012.

Signed on _____

DEPONENT

VERIFICATION :

Verified that the contents of the affidavit are true to the best of my knowledge and belief.

DEPONENT

Place :

Date :

Note : * Strike out whichever is not applicable.

**Annexure-VI-A****Estimated Contract Value of Warehouse**

S/No	Location of Warehouse	Annual Contract Value	EMD Amt (1%)	S/D
1	CW Surat-I	Rs.2.00 lacs	Rs.2,000/-	Two Month Rent
2	CW Surat-II	Rs.2.00 lacs	Rs.2,000/-	Two Month Rent
3	CW Baroda-I	Rs.2.00 lacs	Rs.2,000/-	Two Month Rent
4	CW Karachia	Rs.2.00 lacs	Rs.2,000/-	Two Month Rent
5	CW Vadod	Rs.2.00 lacs	Rs.2,000/-	Two Month Rent
6	CW Anand	Rs.2.00 lacs	Rs.2,000/-	Two Month Rent
7	CW Nadiad,	Rs.2.00 lacs	Rs.2,000/-	Two Month Rent
8	CW Ahmedabad-I	Rs.2.00 lacs	Rs.2,000/-	Two Month Rent
9	CW Rajkot-I,	Rs.2.00 lacs	Rs.2,000/-	Two Month Rent
10	CW Rajkot-II	Rs.2.00 lacs	Rs.2,000/-	Two Month Rent
11	CW Bhavnagar	Rs.2.00 lacs	Rs.2,000/-	Two Month Rent
12	CW Jamnagar	Rs.2.00 lacs	Rs.2,000/-	Two Month Rent
13	ICD Dashrath	Rs.2.00 lacs	Rs.2,000/-	Two Month Rent
14	CFS Mundra	Rs.2.00 lacs	Rs.2,000/-	Two Month Rent

Annexure-VI-B**Contacts of Warehouse**

S/No	Location of Warehouse	Name of Manager	Contacts	Mail id.
1	CW Surat-I	Sh. P.K.SINGH	982519280	cwcsurat1@gmail.com
2	CW Surat-II	Sh. P.K.SINGH	982519280	cwcsurat2@gmail.com
3	CW Baroda-I	Sh. Dinesh Pabshetwar	9579166206	barodacwc@gmail.com
4	CW Karachia	Mrs. U.B.Patel	9033655521	baroda.depot@gmail.com
5	CW Vadod	Sh. H.R.Singh	9904260891	cwvadod@gmail.com
6	CW Anand	Sh. Suraj Singh	7698870608	wmcwanand@gmail.com
7	CW Nadiad,	Sh. Sanjay Makwana	9428351430	cwcnad@gmail.com
8	CW Ahmedabad-I	Sh. S.K.Dubey	9106539196	cwcshahalam@gmail.com
9	CW Rajkot-I,	Sh. Chaitanya Satuluri	9963376303	cwcpopatpara@gmail.com
10	CW Rajkot-II	Sh. Chaitanya Satuluri	9963376303	cwrakot2@gmail.com
11	CW Bhavnagar	Sh. R.K.Singh	9998611909	cwcbvr@gmail.com
12	CW Jamnagar	Sh. S.D.Nailwal	9427403831	cwjamnagar@gmail.com
13	ICD Dashrath	Sh. Rohit Kumar	9825010609	icd.dashrath@cewacor.nic.in
14	CFS Mundra	Sh. Vikas	9896103467	cwc.cfsmundra@gmail.com