



CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)

REGIONAL OFFICE,

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**INVITATION TO E-TENDER
FOR
ALLOTMENT OF SPACE FOR INSTALLATION & OPERATION OF
AUTOMATIC TELLER MACHINE(ATM)/E-LOBBY/LOUNGE
AT
CENTRAL WAREHOUSING CORPORATION
CENTRAL WAREHOUSES
IN
GUJARAT REGION**

DATE FOR DOWNLOADING TENDER FORM : 01.09.2018 TO 02.10.2018

Pre-Bid meeting : 13/09/2018-1130 hrs

LAST DATE FOR ONLINE SUBMISSION : UPTO 1130 HRS ON 03.10.2018

LAST DATE FOR PHYSICAL SUBMISSION :UPTO 1200 HRS ON 03.10.2018

OF TENDER COST,EMD ETC

DATE OF OPENING [TECHNICAL BID] : AT 1200 HRS ON 03.10.2018



NOTICE INVITING E-TENDER

Tender for Allotment of space/open land for installation & Operations of ATM/E-lobby/Lounge at CWC Warehouses in Gujarat Region

Regional Manager, CWC, AHMEDABAD invites tenders through E-tendering process under two bid system from reputed Telecommunication companies or other agencies authorized by the Telecommunication companies for allotment of space/open land for installation and operation of ATM 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 ATM/E- lobby by Banks/NBFCs/Post Office/ Financial institution or authorized Agencies at CWC, Warehouses in Gujarat(For locations ref.-FORM-A of Tender Form).
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
		Pre-Bid Meeting
		Last date and time of online bid submission
		Physical submission or by courier of EMD and tender cost.
		Date and time of online technical bid opening
		Date and time of online price bid opening
5	Bid validity period	90 days and further extendable by fortnight from the date opening of technical bid
6	Period of contract	The contract will remain in force for a period of Five Years, which can be extended on mutually agreed terms & conditions
7	Area	Min.100 sq.ft for ATM and 300 sq.ft for e-lobby/lounge
8	Cost of tender	Rs.1000/- + GST Rs.180/-= Rs.1180/-
11	EMD	Rs.2,000/- (Two Thousands Only) for each ATM/unit
12	Security Deposit	Two month rentals for each centre



Eligibility Criteria: (self-attested copies of the proof of the eligibility criteria must be scanned and attached):

1. Only the Scheduled Banks/NBFCs/Post Office/Financial institution or authorized agencies will be eligible for submission of tender.
2. The bank/authorized agencies must have a minimum experience in installation and operation in the field of Automatic Teller Machine in India, of at of least one year.
3. Self-attested Address proof of the tenderer.
4. Self-attested Copy of Partnership deed and incorporation deed in India (In case of partnership firm)
5. Self-attested Copy of memorandum and Articles of Association (In case of Company).
6. RBI's approval to operate ATM and banking service in India.
7. GST Registration and PAN card.
8. Annexure-I to IV of tender

GENERAL TERMS FOR INSTALLATION OF ATM

1. Only the Scheduled Banks/NBFCs/Post Office/Financial institution or authorized agencies will be eligible for submission of tender.
1. The tenderer must have at least 1 Automatic Teller Machine operating in the city where it is proposed to install the ATM.
2. The tenderer must have sufficient clientele of Automatic Teller Machine and credit cards and good market share.
3. The tenderer must have a minimum experience in the field of Automatic Teller Machine in India, of at least one year.
4. The tenderer must submit the satisfactory proof/ documents in support of their claim of fulfilling item no. 1 to 4 above.
5. The CWC reserves the right to accept or reject any application/ quotation. Authority 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.
6. MSME Policy preference will be considered as per Govt. notification dated 23.03.2012 and relevant guidelines/circulars/Notifications. MSME registered service providers are exempted from payment of tender cost and EMD subject to submission of copy of MSME registration certificate obtained for the specific work.State/Central Govt. organizations participating directly in the tender are exempted from payment of Tender cost and EMD. However successful bidder shall pay the required security deposit as per the NIT.
7. CWC will not accept tender wherein conditional offer has been given by the banks and the offers will out rightly be rejected and earnest money will be forfeited.
8. Tender without or with less earnest money will be summarily rejected. After finalization of the tender, the earnest money of unsuccessful bidders will be returned. The earnest money of successful bidder 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 Tender submitted by him.

9. Cost of Tender of Rs 1180/-and EMD Rs.2000/- (per unit/ATM/E-lobby) 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 03.10.2018 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

10. The tenderer submitting tenders will be required to quote in the tender form the amount of annual license fee for each ATM which they will be required to pay to the CWC. The highest bidder will be awarded this contract. The evaluation will be on the basis of per per SFT rates.
11. The successful tenderer will also be required to pay electricity charges due from time to time besides annual license fees quoted by Bank.
12. Maintenance and regular functioning of the ATMs for all the 24 hours should be ensured by the successful tenderer, the CWC will not undertake any responsibility in this account.
13. The contract period is for **Five years**, further extendable on mutually agreed terms & conditions. The annual license fees will escalate compoundable @ 08% every year.
14. Tender document Form can be downloaded from date 01/09/18-1100 Hrs. onwards from our website cewacor.nic.in or www.tenderwizard.com/cwc. Downloaded Form should be submitted through online.
15. The last date for submission of tender form is 03/10/18 upto 1130 hrs.
16. The technical bid i.e. Form 'A' will be opened on 03/10/18 at 1200 hrs. The date of opening of financial bid i.e. Form 'B' will be intimated to the eligible bidders in due course of time.



17. A separate application should be made for each location of ATM. Accordingly separate EMD shall be paid by the tenderer.
18. The offers should be accompanied with the following.
 - a) Address of the tenderer.
 - b) Past experience (if any)
 - c) Self-attested Copy of Partnership deed and incorporation deed in India (In case of partnership firm)
 - d) Self-attested Copy of memorandum and Articles of Association (In case of Company).
 - e) RBI's approval to operate ATM and banking service in India.
 - F). GST Registration.
 - g) PAN Card
 - h) Annexure-I to IV
19. Insurance Policy so obtained by the successful tenderer covering all insurable risk in respect of work, would be endorsed in favour of CWC.
20. CWC based on the request of the successful tenderer would consider providing separate electricity connection wherever feasible (telephone not required).
21. Separate meter is to be installed by the successful tenderer at his cost with due approval of the concerned Electricity Authority.
22. Licensee shall pay GST on the licence fee/rentals paid to CWC.
23. 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.
24. The Location of ATM/Lounge in the warehouse will be decided in consultation of respective warehouse Manager of CWC/Regional Manager, Ahmedabad.
25. 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.

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 **03.10.2018** before 1200 hrs. Tenderer shall ensure that Tender cost and EMD if paid through Demand Draft / Banker's Cheque issued by any Nationalized or Scheduled Bank drawn in favour of Central Warehousing Corporation payable at Ahmedabad (instead of E-payment) 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



FORM 'A' (TECHNICAL BID)
Tender for Installation and operation of Automatic Teller Machines
(ATM)/E-LOBBY/LOUNGE.

To
 Regional Manager
 Central Warehousing Corporation
 Regional Office

From,

Name of the Bank : -----

Full Address : -----

Sir,

Sub :- Installation of Automatic Teller Machine (ATM)/E-LOBBY/LOUNGE/Lounge at CW **at CWC Warehouses in Gujarat Region** .

I/We undersigned hereby submit my/our bid for installation of Automatic Teller Machine at following Warehouses.

S/No	Location of Warehouse	Please mention 'YES', Where bank is intend to install ATM/E-LOBBY/LOUNGE/Lounge
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	

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 finalization of installation of ATM/E-LOBBY/LOUNGE at above units and agree to fully abide by them.

This list of documents(self-certified) enclosed.

- a) Address of the tenderer.
- b) Past experience if any.
- c) Copy of the partnership deed and incorporation deed in India (in case of partnership firm)
- d) Copy of the memorandum and articles of association(in case of company).
- e) RBI's approval to operate ATM/E-LOBBY/LOUNGE and Banking Service in India.
- f) Earnest Money Deposit of Rs. _____through online in favour of Regional Manager, CWC, RO, _____.
- g) GST Registration and PAN card.
- h) Annex. I to IV of tender

Thanking you,

Date :

Yours faithfully,

Tenderer



FORM 'B' (FINANCIAL BID)
"TO BE FILLED IN SEPARATE EXCEL SHEET"

Tender for Installation and operation of ATM/E-LOBBY/LOUNGE) at CWC Warehouses in Gujarat Region

To,

Regional Manager
 Central Warehousing Corporation
 Regional Office, _____

From,

Name of the Bank : -----

Full Address : -----

Sub :- Installation of Automatic Teller Machine (**ATM/E-LOBBY/LOUNGE**) **/E-lobby/Lounge**
 at **CWC Warehouses in Gujarat Region**

Sir,

1. I/ We hereby offer my/our financial bid as under, for installation of ATM/E-LOBBY/ LOUNGE license at following warehouses:

S/No	Location of Warehouse	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			

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

I/We offer my/our bid for annual license fee as above for the period of one year (In case of discrepancy in words and figures, the rate quoted in words will be valid.)

2. I/We have studied the tender documents & understood them.
 3. I/We hereby agree to take the work installation of ATM/E-LOBBY/ LOUNGE at CWC-
Warehouses in Gujarat.



4. This Tender is being offered with understanding that I/We shall take with the work installation of ATM/E-LOBBY/ LOUNGE at CWC- Warehouses in Gujarat.
5. that if any of the information/document furnished herewith is found to be false or incorrect, my/our tender Tender shall be liable to be cancelled and EMD shall also I/We undertake to a Tenderer 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 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.

Thanking you,

Yours faithfully,

Date :

Place:

Signature of Bidder with seal



AGREEMENT FOR INSTALLATION OF ATM/E-LOBBY/LOUNGE.
(To be vetted before execution by Regional Manager)

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 allot space of -----sq. ft. to licensee for installation of ATM/E-LOBBY/LOUNGE of which the entire amount will be paid in advance before the commencement of license & for subsequent year the license fee will have a 8% increase over the previous years license fee. The payment will be made annually in advance.
2. CWC hereby permit the said licensee to operate Automatic Teller Machine at CW, _____ for the monetary transaction on the terms and conditions hereinafter contained and subject to the rules and regulation in force of RBI &/ or Ministry of Finance and rules/ guidelines, laws and amendments issued from time to time.
3. For the purpose of this agreement, unless a contrary intention appears from the subject or context the terms Automatic Teller Machine will consist of ground accommodation measuring _____ sq.ft. CWC reserve the right to alter the location and measurement of the said sites, 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 counter for any purpose other than the Automatic Teller Machine Business. He will further keep it neat and clean and tide and shall not occupy the space beyond what is shown above.
4. 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 Automatic Teller Machine and shall abide by the rule/law of land, in force, relating to Automatic Teller Machine business.
5. 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 five years).
6. That the licensee shall not assign, transfer, mortgage, sublet the privilege conferred under this agreement.



7. That the land for installation of ATM/E-LOBBY/LOUNGE 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 building or 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 building or structure erected by the licensee shall be treated as temporary structure.
8. That the licensee shall allow the CWC officials free access at all time, to the said land and shall whenever so requested by the CWC forthwith pull down or replace any structure which the CWC shall consider to be improperly situated.
9. That the bank has to provide their own security and CWC shall not be liable for any loss or damage whatsoever caused to the property belonging to the licensee stacked on the land hereby licensed.
10. It will be obligation on the part of the licensee to keep adequate fire fighting arrangements such as fire buckets filled, with water or fire sand in the site at his own expense at the risk of fire.
11. In addition to the aforesaid amount the licensee shall further pay to the CWC the electric installation charges, rent of the meter charges for electric energy consumed, as per the meter installed for the purpose which must be paid on third of the month following to which those relates or alternatively the licensee will install his own meter after getting NOC from CWC and will be liable to pay all expenses directly.
12. CWC also reserved the right to determine the contract forthwith in the event of unsatisfactory performance of the licensee.
13. That the licensee shall be governed by the rules, regulation and instructions of CWC which are in force or which may hereafter come in force governing the use of the said land. The licensee further undertakes to pay all the taxes levied by local body or civil body.
14. That licensee had deposited Rs. _____ (two months rentals as amount of Security Deposit) by way of DD No. _____ dated _____ drawn on _____ bank as security deposit for the due observance of the terms and condition of this license. No interest shall be payable on the security deposit by the CWC.



15. CWC shall be entitled to recover any money due from the licensee under this agreement or otherwise for 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.
16. CWC reserve the right to cancel this license at any time on giving three months notice in writing of its intention 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.
17. If on the expiry of the license, the licensee continues to use the land, he shall be liable to pay storage charges prevalent at warehouse and the licensee shall be entitled to remove its belongings only when he has paid all the charges due to CWC.
18. After expiry of the licensed period, the licensee should immediately vacate the plot and hand over the possession to the CWC or apply for renewal of the license within three months 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 three months 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.
19. 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.
20. CWC is not responsible for any loss of cash, any loss of installation, any loss of any equipment due to whatsoever reason may be.
21. CWC reserves the right for deduction of CWC due from contractor's security amount on the following grounds :-



- (i) Any amount imposed by CWC as fine under the penalty clause.
- (ii) Any amount which CWC becomes liable to the Govt./ Third party on the behalf of any default of the contractor or any servant/agent.
- (iii) Any payment/fine made under the order/judgement of any court/forum or law enforcing agency or any person working on his behalf.
- 22.** The court of Ahmedabad (place of Regional Office) have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 23.** That this agreement shall remain in force for a period of three years unless determined under any provision herein after.
- i) 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.
- ii) 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.
- iii) 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.
- 24.** 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.
- 25.** 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.
- 26.** Licensee will be liable for damages upto Rs. 5,000/- per default on the following.
- a) Late payment of CWC dues upto 10 days.
- b) Dis-honoring the cheques/Drafts.
- c) Any staff of licensee found in drunken condition/indulging in bad conduct.
- d) Any staff of the licensee found creating nuisance on duty.



27. The date of commencement of the contract will be either (a) 60 days from the date of giving the letter for installation of Automatic Teller Machine, or (b) from the actual date of installation of Automatic Teller Machine by the licensee, whichever is earlier.
28. 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.
29. The CWC reserves the right to recover as damages ranging between Rs 500/- to Rs. 2000/- per defaults for irregularities/default committed by the licensee on his /their employees.
30. Amendment/ modifications made in the Policy of installation of ATM/E-LOBBY/LOUNGES of CWC from time to time will automatically be applicable.
31. The personnel of contractor shall obtain permission of Manager-CWC units for entry in to the premises and shall ensure compliance of CWC/Govt. 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.
32. **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.

32. The Licensee is required to sign and submit all the pages of the 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

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).

*In case of Public Sector Bank, authority on letter head by appropriate authority/State Head.

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-II

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

Ref.: Tender for ATM/E-lobby/Lounge 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-III

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

Ref.: Tender for Tender for ATM/E-lobby/Lounge 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 whois signing the Bid and submitted alongwith the Technical Bid.

Date:

Signature of tenderer

With seal

**Annexure – IV****MSME AFFIDAVIT**
(If applicable)

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-V-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-V-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	cwshahalam@gmail.com
9	CW Rajkot-I,	Sh. Chaitanya Satuluri	9963376303	cwcpopatpara@gmail.com
10	CW Rajkot-II	Sh. Chaitanya Satuluri	9963376303	cwrajkot2@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

