

**CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)
REGIONAL OFFICE: AHMEDABAD**

**Tender Form Fees:
1000/- plus 18% GST
(One Thousand Only)**



**TENDER FOR APPOINTMENT OF CONTRACTOR FOR
HOUSEKEEPING WORK OF PREMISES OF CWC,CFS KPT.**

DATE FOR DOWNLOADING TENDER FORM : 05.09.2018 from 10:00 Hrs
to
02.10.2018 upto 23:59Hrs

LAST DATE FOR SUBMISSION OF TENDER : 03.10.2018 upto 15:00Hrs

DATE OF OPENING TECH.BID. : 03.10.2018 at 15:30 Hrs

REGIONAL OFFICE : Mahalaxmi Char Rasta, Opp. Unnati Vidhyalaya, Paldi, Ahmedabad – 380007

Phone No. 079 – 2658 2065 / 2658 0451 Fax : 079 – 2658 0236 Tele Fax 26582542

E-mail : rmahd@cewacor.nic.in Web site : www.cewacor.nic.in



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Website : www.cewacor.nic.in.



No. CWC-RO-Ahd-Estt-Upkeep-Main.CFS.KPT-2018

Date:31.08.2018

e-Tender Notice

Central Warehousing Corporation invites online e-tendering under two bids system from professionally competent and financially sound interested parties for Appointment of regular Contractor for Housekeeping of premises of CWC,CFS KPT.

Scope of work	Appointment of contractor to attend the Housekeeping work of premises of CWC CFS KPT.	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on website: www.tenderwizard.com/CWC , www.cewacor.nic.in , www.eprocure.gov.in .	
Bid type	Two Bid.	
Tender type	Open.	
Schedule of Tender	Document downloading date and time.	05.09.2018,10:00 Hrs to 02.10.2018, 23:59 Hrs.
	Last date and time of Online bid submission.	03.10.2018 up to 15:00Hrs.
	Physical submission or by courier of EMD and tender cost.	03.10.2018 up to 15:00Hrs.
	Date and time of e-Technical Bid opening.	03.10.2018 at 15:30 Hrs.
	Date and time of online price bid opening	Will be intimated later on.
Bid validity period	90 days further extendable by fortnight from the date of opening of technical bid.	
Period of contract	Two years, extendable for six months at the sole discretion of the Corporation. Contract can be extended for a further period with mutual consent of both the parties on the same rates, terms & conditions.	

Cost of tender	₹.1000/- (One Thousand Only) plus 18% GST by way of DD in favour of Central Warehousing Corporation, payable at Ahmedabad or through e-payment/NEFT/RTGS in PNB A/cs No. 3753002100213948, IFSC Code: PUNB0375300, MICR Code:380024010 and proof of e-payment shall be submitted to this office by physically or by courier before 15.00 Hrs. of 03.10.2018.
Processing fee of e-tender document	As applicable.
EMD	₹. 4350/- (Rupees Four Thousand Three Hundred Fifty Only) by way of DD in favour of Central Warehousing Corporation, payable at Ahmedabad or through e-payment/NEFT/RTGS in PNB A/cs No. 3753002100213948, IFSC Code: PUNB0375300, MICR Code:380024010 and proof of e-payment shall be submitted to this office by physically or by courier before 15.00 Hrs. of 03.10.2018.
Downloaded tender form	The tenderer should upload the tender form under valid digital signature/ certificate.
Estimated value of contract	₹.4,31,675/- (Four Lakh Thirty One Thousand Six Hundred Seventy Five Only)
Estimated Annual Value of Contract	₹.8,63,350/- (Eight Lakh sixty three thousand three hundred fifty only)
Security Deposit	₹.21,600/- (Twenty One Thousand Six Hundred Only) by way of DD.

Details of documents required in e-TECHNICAL BID:-

- i. Cost of Tender .
- ii. Prescribed EMD.
- iii. Proof of processing fees.
- iv. Documents of Constitution of firm.
- v. PAN No.
- vi. Goods & Service Tax(GST) Registration Certificate.
- vii. EPF Registration Certificate.
- viii. ESIC Registration Certificate/Workman Compensation Policy or Undertaking for obtaining ESIC/WCP.
- ix. Power of Attorney in case of partnership firm etc.
- x. Experience Certificate.
- xi. Passport size photo.

xii. Other.

NOTE AND OTHER DETAILS:-

[1] 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 would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.

[2] Bidders who wish to participate in the e-tendering will have to procure **valid digital certificate** as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.

[3] **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.

[4] **SUBMISSION OF e-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. Bidder will have to submit tender cost and EMD by couriers or personally in the form of Demand Draft / Banker's Cheque issued by any Nationalized or Scheduled Bank drawn in favour of **Central Warehousing Corporation payable at Ahmedabad as per the above mentioned scheduled date and time.**

INFORMATION FOR ONLINE PARTICIPATION AND GENERAL CONDITIONS :-

[5] Internet site address for e-Tendering activities will be www.tenderwizard.com/cwc. Tender can also be seen and down loaded at CWC's website www.cewacor.nic.in. www.eprocure.gov.in.

[6] 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.

[7] The digital signature certificate is normally issued within two working days. The interested bidders are requested to apply for the same well in advance.

[8] In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.

[9] 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.

[10] After filling data in pre-defined forms, bidders needs to click on final submission link to submit their encrypted bid.

[11] 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.

[12] Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, **infrastructure facilities and functioning of all operations at the site** in their own interest before submitting the tender.

[13] No definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation.

[14] Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluka Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry and MSME with documents proof.

[15] 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.

Tender contains pages 1 to 25 This NIT is the part of Tender Document.

REGIONAL MANAGER

PART- A

E-TECHNICAL BID

1. The Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad may at his discretion, extend the validity of the tender to remain open for acceptance by a fortnight and such extension shall be binding on the tenderer.
2. In case on date which tender is to opened for acceptance on holiday, the next working days shall come into effect.
3. If any tender is withdrawn or modified or any change made during the period of validity of the tender before its acceptance the EMD of such tenderer shall stand forfeited and the tender summarily be rejected.
4. The tenderer while signing the tender would be deemed to have read and understood all the conditions of the tender which will be binding on him and he has to sign on each paper of the tender form.

From,
Regional Manager,
Central Warehousing Corporation,
Regional Office,
Mahalaxmi Char Rasta,
Opp.Unnati Vidyalaya,
Paldi,
Ahmedabad-7.

To,
Sh./ M/s.....

Dear Sir,

[1]

For and on behalf of the Central Warehousing Corporation (hereinafter called the corporation) Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad invites tenders from reputed and experienced parties for Appointment of Contract for Housekeeping work of premises of CWC CFS KPT.

- 1.1 The Tender is required to submit Experience Certificate stating clearly number of year in this trade, number of people deployed for providing such services in Govt. and/or private establishments.
- 1.2 Any other relevant paper regarding experience of similar works etc.
- 1.3 The Tenderer is required to quote the rates as per price format placed at Annexure-B in figure as well as in words. In the event of any difference between the words and figure, word will prevail upon and shall be valid.

[2] GENERAL TERMS & CONDITIONS:

- 2.1 The successful Tenderer hereinafter called the contractor shall be required to execute an agreement on non-judicial stamp paper of appropriate value in approved form.
- 2.2 The Tenderer is requested to inspect the work site before quoting his bid and assess the nature and extent of work and conditions under which it will be carried out.

2.3 The contractor shall at his own cost comply with the provisions of all Acts, Regulations and Notifications whether Central or state local as applicable to him/his employees from time to time. These Acts/rules include

- i) Minimum Wage Act and rates orders and notifications issued there under from time to time.
- ii) Contract Labour (R&A) 1970 with rules, orders and notifications issued there under. The Contractor shall not execute any kind of lien upon the properties of CWC under any circumstances.
- iii) Industrial Dispute Act 1947 with rules, orders and notifications issued there under.
- iv) The Workman's Compensation Act-1923 with rules, orders and notifications issued there under.
- v) Mines/Factories/Shops and Commercial Establishment act whichever is applicable with rules, orders and modifications issued there under.
- vi) Payment of gratuity Act, 1972 with rules, orders and notifications issued there under.
- vii) Payment of Bonus Act, 1965 with rules, orders and notifications issued there under.
- viii) Payment of Wages Act, 1936 with rules orders and notifications issued there under.
- ix) Employees Provident Fund/ ESIC and miscellaneous provisions Act, 1952 with rules, orders and notifications issued under.
- x) All other Acts/Rules/Regulations, bye-laws, orders and notifications etc. present of future, applicable from time to time to execute the Contract.
- xi) The contractor shall indemnify CWC against any claim by his employees/Workmen.
- xii) All payments made to the workman/Gardner during the contract shall be on Bank Account transfer only.

2.4 The Contractor shall provide and be responsible for payment of wages/Salaries, Weekly off, Bonus, Insurance, Medical and other facilities to his personnels as per law/rules/regulations and orders of the Central Govt. and State Govt./Local Authorities in force from time to time. All employees of the contractor shall be exclusively employees of the contractor, if the Corporation has to bear any liability on account of the employees of the contractor, the same will be deducted from his bill or otherwise recovered from the contractor. The mode of wages shall be bank account transfer to workers & CWC in its discretion could call for bank statement of wages.

2.5 All the employees of the contractor deployed at work shall behave properly with the staff of CWC, in the event of any complaint either verbal or in writing the contractor shall immediately withdraw the employee and ensure acceptable replacement.

- 2.6 The Regional Manager/Manager,CFS or his authorized representatives on behalf of CWC may meet personally all the employees of the contractor and conduct surprise check to ensure that only authorize employees are working in premises of CWC,CFS KPT.
- 2.7 The contractor shall fully protect, indemnify and hold Corporation, its employees and agents harmless of any claims, demands, actions, suits, proceedings and judgment and all liabilities, costs, expenses incidental to or in connection therewith which may be made or brought against the Corporation by way of damages or injury to property or person or loss of life resulting from or arising out in the discharge of its obligations under this contract.
- 2.8 The contractor shall be exclusively liable for any losses/theft (pilfering) from the CWC CFS KPT and Manager CFS KPT or his representative on behalf of CWC may exercise its discretion to such losses for recovery from the bills of contractor or otherwise.
- 2.9 Tenderer is required to meticulously comply with the requirements as stated above,suppression/omission or non-submission of the required details or in a manner prescribed may lead to rejection of tender. CWC reserves the right to reject or accept any tender without assigning any reason whatsoever.
- [3]** No part of the contract nor any share of interest therein shall in any manner or degree be transferred/assigned or sublet by the contractor directly or indirectly to any person/firms or Corporation whatsoever.
- 3.1 CWC shall have full liberty to determine the quantum of compensation and to take any action against contractor including termination of contract as the situation warrants.
- 3.2 Certificate shall be obtained from the Manager, CWC CFS KPT that the work has been done as per the laid down drill. The contractor shall be paid for the services rendered in CFS KPT as per on minimum wages monthly.
- 3.3 All personnel employed by the contractor shall be engaged by him as his own employees/workmen in all respects implied or expressed. If the Manager/Regional Manager is not satisfied with the work of any person engaged by the contractor or whose antecedents are doubtful, the contractor shall not employ such person for any work relating to this contract.
- 3.4 Numbers of Manpower(Sweepers) are tentative in nature and may vary on the direction of CWC as per the requirement.

The contractor should ensure that his workers are free from any criminal offence and that he should produce a certificate to this effect from the Police Authorities to avoid problems from security point of view.

3.4 Prevailing Taxes as applicable will be paid extra.

[4] EARNEST MONEY :

Each tender must be accompanied by an EMD of Rs. 4350/-- (Four Thousand Three Hundred Fifty Only) in the form of Demand Draft only of any scheduled bank in favour of Regional Manager, CWC, RO, Ahmedabad Payable at Ahmedabad or through Net Banking 380024010 and proof of e-payment shall be submitted to this office by physically or by courier before 15.00 Hrs. of 03.10.2018. Tenders not accompanied by EMD shall be summarily rejected.

- (i) MSEs registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter
- (ii) The earnest money, shall be returned to all unsuccessful tenders, as soon as practicable after decision on tenders and to a successful tenderer, after he has furnished the security deposit; if the successful tenderer does not desire the same to be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money, under any circumstance.
- (iii) Earnest money shall be forfeited in the event of the tenderers failure, after the acceptance of his tender, to furnish the requisite security deposit by the due date to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.
- (iv) Any false/ wrong information/ credentials submitted may lead to the tenderers being blacklisted in CWC and debarred for participating in tender for next five years besides forfeiture of the Earnest Money Deposited.

[5] SECURITY DEPOSIT:

1. A Security Deposit (non interest bearing) amounting to Rs. 21,600/- (Twenty One Thousand Six Hundred Only) shall be deposited by the contractor within a week of acceptance of his/her tender by way of Demand Draft or through Net Banking and the same will be released after satisfactory completion of the contract and adjustment of the Corporation's dues, if any. In accordance with terms and conditions of the agreement, the said security deposit shall be forfeited for any failure on the part of contractor.
2. Income tax if applicable will be deducted at source from the bills as per the rules.

[6] SUBMISSION OF TENDERS:

Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. **No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.** Bidder will have to submit tender cost and EMD by couriers or personally in the form of Demand Draft / Banker's Cheque issued by any Nationalized or Scheduled Bank drawn in favour of Central Warehousing Corporation payable at Ahmedabad as per the above mentioned scheduled date and time.

The tender form and Schedule of Rate (Annexure 'B') shall be filled in by the tenderer in words and Figures neatly and accurately. Any erasure, interpolation or overwriting will render the tender invalid. However, alteration neatly carried out and duly attested over with the full signature of the tenderer is permitted. In case of any difference in quoting the rates the lowest rates quoted in either figures or words would hold good. The tenderer should quote the rates inclusive of all taxes, except Goods & Service Tax.

Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification his technical bid is liable to be rejected. Tenderers are requested to visit clause 6(A) of tender document for detailed instructions.

6[A] evaluation of Stage: I Technical Bid

- [a] Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- [b] The Corporation, if necessary may ask the tenderer for any specific information / clarification relating to qualifying document / condition or can seek missing document [s]. The required clarification and missing documents must be uploaded within specified time subject to maximum of 15 days on the same portal as per the procedure prescribed below i.e. in clause F[2].

The missing documents sought is allowed to be submitted only by uploading on the tender web site through which same has been asked.

With respect to qualifying criteria, if any information / document is not submitted or partly submitted or wrong document is submitted or the document submitted does not explain fully the tender requirements, same can be sought by the Corporation from the tenderer.

- [c] Corporation well within it's rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- [d] The tenderer has the option to respond or not to respond to these queries.
- [e] The request for clarification and missing document[s] by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.

- [f] If the tenderer fails to respond, within the stipulated time period or the clarification[s] / and missing document[s] submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- [g] All the responses to the clarifications and missing documents will be part of the Proposal of the respective tenderer and if the clarifications and missing documents are in variance with the earlier information in the proposal, the information provided in later stages will also be the part of the evaluation process for technical qualification.

6[B] Procedure to be followed for obtaining specific clarification:

- [a] An Icon for clarification and missing document shall appear on "Bid details" page [in front of each of the bidder's name] at Corporation's end after opening of Technical / Financial Bid.
- [b] Corporation shall click on clarification and missing documents icon for the desired bidder and enter the details of clarifications and missing documents sought within the prescribed time.
- [c] After entering the details of clarification and missing documents sought by the Corporation, same icon is to be clicked at bidder's end for replying to the particular clarification and missing documents sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification and missing documents sought by the Corporation.
- [d] Bidder will click on clarification icon and will reply to the same and upload the required clarification and missing documents [optional] in support of clarification sought and also submit missing documents, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.
- [e] Once the prescribed time expires, the reply button of clarification and missing documents screen from bidder side shall also disappear automatically.

- [f] After expiry of prescribed time, Corporation shall download the clarification and missing documents submitted by the bidder.
- [g] Bidder to refer clarification and missing documents manual available on e-portal (www.tnderwizard.com)/CWC or seek assistance from the Help desk.

7] SCOPE OF WORK :

1. The Contractor shall render following services in the Housekeeping of premises of CWC CFS KPT.

7(a) DAILY

- a) Daily sweeping of Container Freight Station building(excluding godown) including Office Custom, CWC Users block building including the open area surrounding the Block,Canteen, toilets, terrace and collection of waste material to be disposed off by the contractor every day after segregation of material which may have some value, on the specific clearance by the Manager, CFS or his authorized officer. The material so segregated shall be kept separately at a nominated place by the Contractor for disposal as per procedure by the Manager CFS or Customs.
- b) Cleaning of office block floor area with floor dusters by detergents, disinfectants etc. in the morning and thereafter every 4 hours in the common areas like Corridors, stair cases, Lobbies, Toilets.
- c) Cleaning and washing of toilets using deodorants and detergents and disinfectants twice a day i.e. once in the morning and again in the afternoon.
- d) Dusting/cleaning of racks, filing cabinets, almirahs etc. before opening of the office.
- e) Dusting/cleaning of windows and doors, ventain blinds and partitions using glass cleaning chemical as and when necessary.

7(b) WEEKLY:

- a) Washing and scrubbing of floor areas with detergents, dirt removing chemicals.
- b) Acid cleaning of sanitary wares.

- c) Dusting and cleaning of partition glasses and panes with utmost care.
- d) Removing stains from floors/partitions by using surf or any suitable chemicals which is found satisfactory.
- e) Cleaning of water storage/tanks/water coolers/aircoolers etc.

7(C) MONTHLY :

- a) Cleaning of air-condition grills.
 - b) Dusting of ceiling fans and removing cob-webs etc.
 - c) Polishing door closers, doors, door handles and other brass fittings with Brasso.
 - d) Cleaning/cutting of shrubs/vegetation adjoining to boundary wall of CFS Complex.
- 2 . The annual maintenance charges with material after inspection of the building may be offered in writing. The quantity of materials like phenyl, Odonil, Napathelene balls, Brasso, floor dusters, furniture dusters, Phool Jharu, Jharu brushes, vim, surf etc may be assessed basing on the job description to be performed and rates may be quoted accordingly.
3. For the execution of the aforesaid maintenance contract, the contractor shall employ adequate work force of Sweepers and a supervisor as may be decided by the Manager CFS. The contractor shall pay the minimum wages prescribed under the minimum Wages Act by Central Govt. The working hours for all days will be fixed after mutual discussions with the contractor. The number of sweepers required to be deploy may increase or decrease as per requirement, to be decided by the Manager CFS.
4. If the officer of the CWC responsible for supervision of the performance of the maintenance contract, finds at any time that the cleanliness is not up to desired level and that there is discrepancy in the use of material and labour for maintenance work, such monetary penalty as may be deemed fit may be imposed and deductions made from the monthly bills of the contractor.
5. The Corporation may, without prejudice to its right against the contractor for any inferior workmanship or breach of any of the terms and conditions of the contract by notice of one month in writing terminate the contract and get the work done through another contractor or by itself for the unexpired period of the contract at the risk and cost of defaulting contractor.

[8]. PERIOD OF CONTRACT

The Contract shall remain in force for a period of 2 years which is further extendable up to of six months on same rates, terms and conditions at the sole discretion of Regional Manager, CWC, Regional Office, Ahmedabad. The Contract can be further extended for a mutually agreed period.

8(1) To terminate the contract at any time during its currency without assigning any reason thereof by giving 30 days notice in writing to the contractor at their last known place of residence/business and the contractor shall not be entitled to any compensation by reasons of such termination.

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

[9] Terms for Micro & Small Enterprises :

[I] Tender document cost will not be charged from Micro & Small enterprises (MSEs).

[II] MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit(EMD).

[III] MSEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

- [i] District Industries Centers
- [ii] Khadi and Village Industries Commission
- [iii] Khadi and Village Industries Board
- [iv] Coir Board.
- [v] National Small Industries Corporation
- [vi] Directorate of Handicraft and Handloom
- [vii] Any other body specified by Ministry of MSME.

[IV] The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of

- tender. MSEs seeking exemption and benefits should enclose an affidavit duly attested by the Notary as per **Annexure – A**.
- [V] In case the MSE does not fulfil the criteria at Sr. No III, IV and V above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.
- [VI] As per Public procurement policy on MSE, Considering that this is a non-divisible tender, an MSE quoting in the price band of L1 + 15% will be awarded for full/complete work of tender, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L1 rate after negotiation if any, by the MSE concerned, **However, in case MSE registered bidder within the price band of L1 + 15% refused to bring down his rate upto L1 rate than contract will be awarded to Non MSE original L1 bidder for that specific tender only.**

ARBITRATION:

All disputes or differences arising out of or in any way touching or concerning this contract 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. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the corporation, that he had to deal with the matters to which the contract relates and that in the course of his duties as such employee of the Corporation he had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to the contract. It is a term of the 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 or resigning for any reason, the Managing Director, Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act or resigning shall appoint another person to act as Arbitrator in accordance with the reference from the 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 term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation as aforesaid should act as Arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all.

The Arbitrator shall give reasons for his award. Provided further that any demand for arbitration in respect of any claim (s) of the contractor or of the Corporation 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 the liabilities under the contract.

It is further provided that the Arbitrator may from time to time and with the consent of the parties enlarge the time, for making and publishing the award.

The venue of the Arbitration shall be at such places as may be fixed by the Sole Arbitrator in his sole discretion.

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

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

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

The Arbitrator shall give separate award in respect of each dispute or differences referred to him and shall give reasons for his decision.

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

Explanation:

For the purpose of this clause, the expression " MANAGING DIRECTOR" shall include any officer for the time being performing the duties of the Managing Director of the Central Warehousing Corporation, New Delhi.

Signature of Tenderer

Seal of Tenderer

Annexure – A

AFFIDAVIT

TO BE SUBMITTED ON A STAMP PAPER [OF RS.10/- 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-C

AGREEMENT

This agreement made on this _____day of _____between the CWC, RO, Opp.Unnati Vidhyalaya, Mahalaxmi Char Rasta, Paldi, Ahmedabad-380007 established under Warehousing Corporation Act, 1962 (hereinafter called the Corporation) and M/s. _____) (hereinafter called Contractor) which term shall include unless repugnant to the context, his heirs and legal representatives, executors/Administrators and successors.

In terms of award of contract by the Corporation vide its letter No _____dated. _____ for Housekeeping of premises of the CWC,CFS KPT, it is agreed by both the parties that the contractor will provide the above services on the terms and conditions specified in the tender documents opened on _____ and subsequent award of contract referred to above.

The rate/rates submitted by the Contractor vide his tender dated(opened on dated.....) had been accepted by the Corporation @ Service Charges.....per month as per this office award/communication letter No. CWC/RO-AHD/Estt/ Upkeep. Main. CFS. KPT/ 2018/ Dated.....

This agreement will remain in force for a period of Two years with effect from _____ to _____, the date of taking over of the work and which is further extendable up to of six months on same rates, terms and conditions at the sole discretion of Regional Manager, CWC, Regional Office, Ahmedabad. The Contract can be further extended for a mutually agreed period.

It is hereby agreed between the parties:

1. That daily, weekly and monthly services will be provided in CWC,Regional Office, Ahmedabad premises as per the terms and conditions stipulated in the tender documents.

2. That for the execution of aforesaid work, the Contractor shall employ minimum work force as per tender document and shall indemnify the Corporation in regard to any encumbrances in relation to the persons engaged for fulfilling his obligation under the contract.

3. That the contractor shall further be responsible for any loss caused to the Corporation due to the negligence or otherwise on the part of his men and loss if any, as determined by the Corporation, shall be recoverable from the contractor. The decision of the Regional Manager in this regard shall be final and binding in all such cases.

4. That the Corporation may, without prejudice to its right against the contractor for any inferior workmanship or breach of any of the terms and conditions of the contract by notice of one month in writing terminate the contract and get the work done through other contractor or departmentally for the un-expired period of the contract at the risk and cost of the defaulting contractor.

5. That the payment maintenance charge will be made to the contractor on the submission of bill in duplicate every month. That all the bills would further be required to be accompanied by a certificate of satisfactory execution of work from the Manager, CFS KPT or his authorized person.

6. That all the disputes arising out of or in any manner touching or concerning this contract shall be referred to the Managing Director, Central Warehousing Corporation or any officer authorized by him for adjudication whose decision shall be final and binding on both the parties.

7. That the Contractor will post an authorized representative at the CWC,CFS KPT who will be answerable on behalf of the Contractor in day to day working.

8. Any upward revision in the basic minimum wages, contractor is entitled to the same, only **if he submit payment proof to the Corporation of having** passed on to his personnel engaged by him.

SIGNATURE OF CONTRACTOR
NAME

REGIONAL MANAGER
CENTRAL WAREHOUSING CORPORATION
REGIONAL OFFICE,
AHMEDABAD.

WITNESS (Name & Sign)

1) _____

2) _____

WITNESS(Name & Sign)

1) _____

2) _____

E-PRICE BID

E-PRICE BID

ANNEXURE-B.

RATE FOR HOUSEKEEPING OF PREMISES OF CWC, CFS KPT.

Description of Items :	Rate per month
<p>Providing of 03 Nos. of Sweepers for cleaning of premises of CWC CFS KPT.</p> <p>Operation & Maintenance services, cleaning and other services including cost of all the materials as mentioned in the enclosed i.e. instruction to the Tenderer & scope of work with Annexures.</p> <p>The Agency / party will be called for pending work cleaning and sweeping on holidays without any charges.</p>	<p>Minimum labour wages+ Service Charge IN % (*)</p> <p>Minimum Wages are to be paid as per notification from concern statutory authority time to time as per Govt. of India Notification or as case may be.</p> <p>..... (in figures)</p> <p>..... (in words)</p>

*NOTE: Rate quote is to be given only for Service Charges in percentage terms and service charges include the statutory contribution on part of employer and material charges.

**SIGNATURE OF THE TENDERER
NAME IN BLOCK LETTERS
AND CAPACITY IN WHICH SIGNING**