



# केन्द्रीय भण्डारण निगम

(भारत सरकार का उपक्रम)

Regional Office: Vibhuti Khand, Gomti Nagar, Lucknow-226010

Ph. No. (0522) 2720566, 2720827, 2720761 Fax. 2720686

Website: [cewacor.nic.in](http://cewacor.nic.in) :: e.mail: [rmlko.cwhc@nic.in](mailto:rmlko.cwhc@nic.in)



## Notice Inviting Quotations

Central Warehousing Corporation invites sealed Quotations under single bid system from professionally competent and financially sound interested parties for appointment of regular contractor for Upkeep & Maintenance of premises of CWC, Regional Office, Lucknow.

Scope of work	Appointment of contractor for Upkeep & Maintenance of CWC, Regional Office,	
Quotation Notice	Tender documents will be available on <a href="http://www.cewacor.nic.in">website:www.cewacor.nic.in</a> .	
Bid type	Two Bid	
Quotation type	Open	
Schedule of Quotation	Document downloading date and time.	27.03.2017(10:00am) upto 09.04.17(11:59pm)
	Last Date of Physical submission of Quotation, Quotation Cost and EMD.	10.04.17 (03:00pm)
	Date and time of bid opening	10.04.17(3:30 pm)
Bid validity period	90 days further extendable by a fortnight from the last date of submission of Quotation.	
Period of contract	Two years, extendable by six months at the sole discretion of the Corporation	
Cost of Quotation	1000/- by way of DD in favour of Regional Manager, Central Warehousing Corporation, payable at Lucknow and same shall be submitted to this office physically or by Post up to 03:00 pm. of 10.04.17	
EMD	Rs20,000/- (Twenty thousand only) to be paid through e-payment/NEFT/RTGS / DD / Banker's Cheque / Pay order to CWC, Regional office, Lucknow upto(3:00 pm) of 10.04.17 as per details given below. DD / Pay order / Banker's cheque in favour of Central Warehousing Corporation, payable at Lucknow and for payment through NEFT/RTGS: Name of the Bank: <b>STATE BANK OF INDIA;</b> Account Name: <b>REGIONAL MANAGER</b> Account No: <b>10070354408;</b> IFSC Code: <b>SBIN0009916</b> In case of online payment proof to be uploaded with the technical bid.	
Estimated value of contract	<b>5,00,000/- (Rs.Five Lakh Only)</b>	
Security Deposit	<b>1,00,000 (Rs. One lakh only)</b>	

**DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID:**

1. Cost of Tender
2. Prescribed EMD
3. Documents about the Constitution of Firm  
i.e Self Declaration in case of Proprietorship firm. Partnership Deed with Registration Certificate in case of Partnership firm . For Registered Company certificate of incorporation, MOA, AOA, list of Directors . In case of HUF, documents related to constitution of HUF and for others certificate/ documents of incorporation.
4. PAN No.
5. Service Tax Registration Certificate.
6. Power of Attorney in case of partnership firm/ Board Resolution in case of Company/ letter of authorization by all members in case of HUF etc.
7. Experience Certificate (if any)
8. Passport size photo.

**NOTE AND OTHER DETAILS :-**

1. Bidder must submit copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tempered/alterd/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 work for the next 05 (Five) years.
2. **DOWNLOADING OF QUOTATION DOCUMENT :-** The Quotation document for this work is available on CWC's website:- [www.cewacor.nic.in](http://www.cewacor.nic.in) and bidder can download free of cost from the above mentioned website.
3. **SUBMISSION OF QUOTATION:-**Quotationer shall submit his offer in Physical form at CWC Regional Office, Lucknow on or before the scheduled date and time as mentioned above. Bidder will have to submit tender cost and EMD by courier or personally in the form of Demand Draft/Banker'sCheque issued by anyNationalized or Scheduled Bank drawn in favour of Regional Manager Central Warehousing Corporation payable at Lucknow as per the above mentioned scheduled date and time.
4. Tender can also be seen and downloaded at CWC's website [www.cewacor.nic.in](http://www.cewacor.nic.in).
5. Intending Quotationers 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.
6. 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 Quotation enquiry.
7. Micro & Small Enterprises (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. An attested / self-certified copy of valid

registration certificate, giving details such as validity, stores / services etc. is to be provided. 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 as amended from time to time. (Details in Appendix I)

8. The Central Warehousing Corporation reserves the right to accept/reject the Quotation without assigning any reason; the decision of the Corporation shall be final and binding on Quotationer.
  - a. Any clarification regarding participation, they can contact :-

Smt SWEETY KUMARI, SAM (Estt) , CWC Regional Office Lucknow,  
Ph No: 0522 2720761, Mb No.:9455714259, 9936416611.  
Email id : rmlko@cewacor.nic.in
9. The Regional Manager, Central Warehousing Corporation, Regional Office, Lucknow 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 Quotationer.
10. In case the date up to which Quotations are opened for acceptance to be a holiday the Quotations shall be deemed to remain open for acceptance till the next working day.
11. If any Quotation is withdrawn or modified or any change made during the period of validity of the Quotation Inquiry before its acceptance the EMD of such Quotationer shall stand forfeited and the Quotation summarily be rejected.
12. The Quotationer while signing the Quotation 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 Quotation form.
13. The Quotationer 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.
14. Though experience is not essential but the quotationer having experience would be preferred.
15. Any other relevant paper regarding experience of similar works etc.
16. The Quotationer is required to quote the rates in price format placed at Annexure-B in figure as well as in words in separate envelope. In the event of any difference between the words and figure, words will prevail upon and shall be valid.
- 17. Price Bid must be sealed in separate envelope. Price Bid enclosed with Technical Bid would be rejected and therefore not be considered for the purpose of evaluation.**

GENERAL TERMS & CONDITIONS :

- 1.1 The successful Quotationer hereinafter called the contractor shall be required to execute an agreement on non-judicial stamp paper of appropriate value in approved form.
- 1.2 The Quotationer 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.
- 1.3 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 thereunder from time to time.
  - ii) Contract Labour (R&A) 1970 with rules, orders and notifications issued thereunder. The Contractor shall not execute any kind of lien upon the properties of CWC under any circumstances.
  - iii) Industrial Dispute Act 1947 with rules, orders and notifications issued thereunder.
  - iv) The Workman's Compensation Act-1923 with rules, orders and notifications issued thereunder.
  - v) Shops and Commercial Establishment act if applicable with rules, orders and modifications issued thereunder.
  - vi) Payment of gratuity Act, 1972 with rules, orders and notifications issued thereunder.
  - vii) Payment of Bonus Act 1965 with rules, orders and notifications issued thereunder.
  - viii) Payment of Wages Act, 1936 with rules orders and notifications issued thereunder.
  - ix) Employees Provident Fund and miscellaneous provisions Act, 1952 with rules, orders and notifications issued under.
  - x) ESI ACT
  - xi) All other Acts/Rules/Regulations, bye-laws, orders and notifications etc. present of future, applicable from time to time to executed the Contract.
  - xii) The contractor shall indemnify CWC against any claim by his employees/Workmen.
- 1.4 The Contractor shall provide and be responsible for payment of wages/Salaries, 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.
- 1.5 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.

- 1.6 The Regional Manager 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 Regional Office, Lucknow.
- 1.7 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, cost 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.
- 1.8 The contractor shall be exclusively liable for any losses/theft (pilfering) from the CWC RO, Lucknow and Regional Manager, RO, Lucknow or his representative on behalf of CWC may exercise its discretion to such losses for recovery from the bills of contractor or otherwise.
- 1.9 Quotationer is required to meticulously comply with the requirements as stated above, suppression/omission or non-submission of the required details may lead to rejection of tender. CWC reserves the right to reject or accept any tender without assigning any reason whatsoever.
- 2.0 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.
- 2.1 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.
- 2.2 Certificate shall be obtained from the Regional Manager or his authorised person that the work has been done as per the laid down drill. The contractor shall be paid for the services rendered in CWC Regional Office ,Lucknow as a lump sum amount on per month basis.
- 2.3 All personnel employed by the contractor shall be engaged by him as his own employees/workmen in all respects implied or expressed. If the 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.
- 2.4 All the cleaning material and related tools is to be supplied by the quotationer and if he fails to provide the same, the same will be arranged by corporation on his risk and cost.
- 2.5 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.

### SECURITY DEPOSIT

- 1- A Security deposit (non-interest bearing) amounting to Rs.1,00,000/- ( Rupees One lakh only) shall be deposited by the successful quotationer within a week of acceptance of his/her tender 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.

### SCOPE OF WORK

1. The Contractor shall render following services in the upkeeping and maintenance of premises of Regional Office (All floors) located at Vibhuti Khand, Gomti Nagar, Lucknow.

#### DAILY

- a) Daily sweeping of Regional Office building and including the open area within the boundary wall, toilets, terrace, maintenance of garden, flower pots etc. and collection of waste material to be disposed off by the contractor every day.
- b) Cleaning of floor area with floor dusters by detergents, disinfectants etc. in the morning at RO 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 (Harpic etc.) twice a day i.e. once in the morning and again in the afternoon in RO.
- b) Dusting/cleaning of racks, filing cabinets, almirahs etc. before opening of the office.
- c) Dusting/cleaning of windows and doors, ventain blinds and partitions using glass cleaning chemical as and when necessary.

#### 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.

#### 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.

- 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, PhoolJharu, 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 as required. The contractor shall pay the minimum wages prescribed under the minimum Wages Act by State Govt. and any increase in the minimum wages will not be considered for any enhancement in the rate during the contract period of two years. The working hours for all days will be fixed after mutual discussions with the contractor. The number of sweepers required to be deployed may increase or decrease as per requirement, to be decided by the Regional Manager.
- 4 If the office 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 shall be made from the monthly bills of the contractor.
- 5 The Corporation may, without prejudice to its right against the contractor for any inferior workmanship, or breach of any of the terms and conditions of the contract by giving one month notice in writing may terminate the contract and get the work done through another contractor or by itself for the unexpired period of the contract at the risk and cost of defaulting contractor.
- 6 The contractor should maintain the records of work force supplied.

#### PERIOD OF CONTRACT

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

The Regional manager has right 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, Lucknow under such clause shall be final, conclusive and binding on the contractor and shall not be called into question.

**PENALTY:** If the contractor fails to perform the work upto the satisfaction of Regional Manager or an officer authorised by him, there may be a penalty of Rs. 500/- per default at the discretion of Regional Manager.

**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 completion (expiry of the period) 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 defence 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 Quotationer Seal of Quotationer**



**ANNEXURE-A****AGREEMENT**

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ Between the CWC, RO, VibhutiKhand, Gomti Nagar, Lucknow-226010 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 upkeep and maintenance of premises of the CWC, Regional Office, 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 @ ..... Per month plus Service tax as per this office award/communication \_\_\_\_\_ letter No.CWC/RO/LKO/Upkeep.Main.RO/Estt/2017/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, Lucknow. 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, Lucknow premises as per the terms and conditions stipulated in the tender documents.
- 2- That for the execution of aforesaid work, the Contractor shall employ adequate work force/ man power 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 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 Regional Manager 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, RO, Lucknow who will be answerable on behalf of the Contractor in day to day working.

REGIONAL MANAGER  
CENTRAL WAREHOUSING CORPORATION  
REGIONAL OFFICE  
LUCKNOW

SIGNATURE OF CONTRACTOR  
NAME & SEAL

WITNESS (Name & Sign)

1)\_\_\_\_\_

2)\_\_\_\_\_

WITNESS (Name & Sign)

1)\_\_\_\_\_

2)\_\_\_\_\_

**E-PRICE BID****ANNEXURE-B**

RATE FOR UPKEEP & MAINTENANCE OF PREMISES OF  
CWC REGIONAL OFFICE, LUCKNOW AND CWC GUEST HOUSE, LUCKNOW.

Description of Items:	Amount (Rs./per month)
Operation & Maintenance services, cleaning and other services including cost of all the materials as mentioned in the quotation	(In figures) ..... .....  (In words) ..... .....

Note:- The service tax will be paid extra as per Rules

I/ we have thoroughly examined the Terms and Conditions of quotation inquiry at 27.03.17 and shall be abide by the same.

SIGNATURE OF QUOTATIONER  
 NAME OF QUOTATIONER  
 AND CAPACITY IN WHICH SIGNING WITH SEAL

## APPENDIX I

**Terms for Micro & Small Enterprises**

- Tender document cost will not be charged from Micro & Small enterprises (MSEs).
- MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit(EMD).
- 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.
  - District Industries Centers
  - Khadi and Village Industries Commission
  - Khadi and Village Industries Board
  - Coir Board.
  - National Small Industries Corporation
  - Directorate of Handicraft and Handloom
  - Any other body specified by Ministry of MSME.
- 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 a attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- The benefit as stated above to MSE, shall be available only for goods / services produced & provided by MSEs for which they are registered.
- 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.