



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
MOBILE /TELECOM TOWER
AT
CENTRAL WAREHOUSING CORPORATION
CENTRAL WAREHOUSES
IN
GUJARAT REGION**

DATE FOR DOWNLOADING TENDER FORM : 01.09.2018 TO 03.10.2018
LAST DATE FOR ONLINE SUBMISSION OF TENDER: UPTO 1130 HRS ON 04.10.2018
LAST DATE FOR PHYSICAL SUBMISSION :UPTO 1200 HRS ON 04.10.2018
OF TENDER COST,EMD ETC
DATE OF OPENING [TECHNICAL BID] :AT 1200 HRS ON 04.10.2018



NOTICE INVITING E-TENDER

Tender for Allotment of space/open land for installation & operation of Mobile/Telecom Tower 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 mobile/ Telecom tower at CWC, Warehouses as stated below, for a period of **Five** years.

| S/No | Headings | Particulars | |
|------|----------------------|---|--|
| 1 | Scope of work | Allotment of space/open land for installation and operation of mobile/ Telecom tower at CWC, Warehouses in Gujarat- CW Surat-I, CW Surat-II, CW baroda-I, CW Karachia, CW Vadod, CW Anand, CW nadiad, CW Ahmedabad-I, CW Rajkot-I, CW Rajkot-II, CW Bhavnagar, CW Jamnagar, ICD Dashrath and CFS Mundra | |
| 2 | Tender notice | Online (e-tendering) for above work. Tender documents will be available on website: www.tenderwizard.com/CWC , www.cewacor.nic.in , www.tenderhome.com and www.eprocure.gov.in | |
| 3 | Tender type | Open | |
| 4 | Schedule of E-Tender | Document downloading date and time | 01.09.2018 from 11.00 Hrs. to 03.10.2018 up to 23.59 Hrs. |
| | | Pre-Bid Meeting | 14/09/2018-1130 hrs |
| | | Last date and time of online bid submission | 04.10.2018 up to 11.30 Hrs. |
| | | Physical submission or by courier of EMD and tender cost. | Up to 12.00 Hrs. of 04.10.2018 |
| | | Date and time of online technical bid opening | At 12.00 Hrs. on 04.10.2018 |
| | | Date and time of online price bid opening, will be intimated later. | |
| 5 | Bid validity period | 90 days from the date opening of technical bid and further extendable by fortnight at the discretion of CWC | |
| 6 | Period of contract | The contract will remain in force for a period of Five Years , which can be extended further on mutually agreed terms & conditions | |
| 7 | Unit-wise Area | Min.14 Mtr each centre/tower | |
| 8 | Cost of tender | Rs.1000/- + GST Rs.180/- = Rs.1180/- | |
| 11 | EMD | Rs.6,000/- (Six Thousands Only) per unit/Tower | |

GENERAL TERMS FOR INSTALLATION OF MOBILE/TELECOM TOWERS:

1. Only the reputed Mobile/Telecommunication companies or other agencies authorized by them will be eligible for submission of tender.
2. The Tenderder must have installed at least 1 mobile/Telecom tower in the city where it is proposed to install the mobile/Telecom tower.



3. The Tenderer must have a minimum experience of three years in the field of installation of mobile/Telecom tower in India.
4. The Tenderer must submit the satisfactory proof/ documents in support of their claim of fulfilling item no. 1 to 3 above.
5. The CWC reserve the right to accept or reject any application/ quotation. Authority for acceptance or otherwise of the application/ quotation will rest with the Regional Manager, 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 further 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. Any one or more of the following actions/omission are likely to cause for rejection of Tender.
 - i) Any tender received late after the scheduled time.
 - ii) Any Tender not accompanied by required earnest money or received with shorter validity period and insufficient EMD.
 - iii) Tenders not accompanied by cost of tender document in case tender document is downloaded from CWC's website.
 - iv) Copy of authorization letter(if applicable)
 - v) Any Tender in which rates have not been quoted in accordance with specified formats/details as specified in NIT.
 - vi) Any Tender received, not signed by duly authorized signatory at all appropriate places.
 - vii) Any effort by a Tenderder to influence CWC in the Tenders evaluation, Tender comparison or award of contract/decision may also result in rejection of the Tender.
 - viii) Tenders without an UNDERTAKING mentioned in form A.
8. CWC will not accept tender wherein conditional offer has been given by the Tenderder. Such offers will out rightly be rejected.
9. Offers will have to be submitted along with EMD through online. Tender without or with less earnest money will be summarily rejected. After finalization of the tender, the earnest money of unsuccessful Tenderer will be returned. The earnest money of successful Tenderder will be retained as Security Deposit and the same will be forfeited in case of the successful tenderer failing to honor the offer made by the CWC as per quotation submitted by him.
10. Cost of Tender of Rs 1180/-and EMD Rs.6000/- (per unit/Tower) 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 04.10.2018 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 |

11. 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.
12. The Tenderder submitting tenders will be required to quote in the tender form the amount of annual license fee for each mobile/Telecom tower which they will be required to pay to the CWC. The highest Tenderder will be awarded this contract. Annual License fee for installation of mobile/telecom tower shall be paid in advance before the commencement of license & for subsequent year.
12. The Tenderder will also be required to pay electricity charges due from time to time besides annual license fees quoted by Tenderder.
13. CWC will not be a party if there is any dispute legal or otherwise between the contractor/ Tenderder and customers.
14. Correction in the Tender papers, if any, should be authenticated with full signatures of the tender signing authority.
15. The person signing the tender papers, in case of a firm or company should clearly specify his status in the firm or company, like (i) Sole Proprietor, (ii) Partner, (iii) Under power of attorney as Director, Manager and/or Secretary, as the case may be. Copies of documents authorizing the signatory on behalf of the firm/company should be attached with the tender documents.
16. In case of receipt of more than one Tender by same person in different name for one site, then all the Tenders of that Party will be rejected summarily and Earnest Money will be forfeited
17. Tenders shall remain valid for 90 days from the date opening of technical bid and further extendable by fortnight at the discretion of CWC.
18. The Licensee will operate the allotted location by self. No subletting is permitted except for sharing/up gradation of the telecom tower with other service/network providers, if found so, the allotment of location will be cancelled immediately. This invitation to tender for inviting tenders for licence only and can under no circumstances be construed as invitation to tender for grant of lease.



19. Maintenance and regular functioning of the Mobile/Telecom Tower for all the 24 hours should be ensured by the successful Tenderder, the CWC will not undertake any responsibility in this account.
20. The contract period is for **Five years**, further extendable on mutually agreed terms & conditions. The annual license fees will escalate compoundable @ 08% every year.
21. The last date for submission of tender form is 04/10/18 upto 1130 hrs.
22. The technical Tender i.e. Form 'A' will be opened on 04/10/18 at 1200 hrs. The date of opening of financial Tender i.e. Form 'B' will be intimated to the eligible Tenderer in due course of time.
23. The offers should be accompanied with the following.
 - (i) Address of the tenderer.
 - (ii) Past experience if any.
 - (iii) Copy of AGTO(Annual Gross Turn Over) of last three FYs issued by CA
 - (iv) Declaration if tenderer is Sole-proprietor-ANNEX-I
 - (v) Copy of the partnership deed, incorporation deed in India (in case of partnership firm)
 - (vi) Copy of the memorandum and articles of association(in case of company).
 - (vii) POA(If tenderer is not sole-proprietor)-ANNEX-II
 - (viii) Proof of payment of Cost of Tender of Rs.1000/- +GST and EMD Rs.6000/- Per Unit/ Tower and proof of payment is uploaded.
 - (ix) Copy of valid GST registration Certificate
 - (x) Affidavit on non-judicial stamp of appropriate value stating that the firm was not debarred/blacklisted at anytime by any organization.-ANNEX-III
 - (xi) Undertaking stating compliance of terms & conditions of NIT-ANNEX-IV
 - (xii) MSME related document(if applicable)-ANNEX-V
24. Gross financial turnover of the bidder from this business during the last three financial year should be at least 10 times of estimated contract value.
25. Insurance Policy covering all insurable risk in respect of work, so obtained by the tenderer, would be endorsed in favour of CWC.
26. The selected agency should install the Mobile Tower in such a way the radiation caused by the Mobile Tower is minimal and is not detrimental to the health of people in the surroundings.
27. CWC based on the request of the tenderer would consider providing separate Electricity connection (water and telephone not necessary).Separate sub-meter is to be installed by the tenderer at his cost with due approval of the concerned Electricity Authority.
28. The tenderer allows other mobile operators to use the mobile tower, the same should be done with the prior approval of CWC and the tenderer will have to share the revenue with the Corporation as per the agreed terms.
29. The personnel of contractor shall obtain permission of concerned W/Manager, Manager (CFS/ICD) for entry in to the premises and shall ensure compliance of CWC/Customs guidelines/ Instructions. The contractor shall indemnify the Corporation for any damage/ losses to CWC property and noncompliance of any statutory/CWC/Customs 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.



30. In all the agreements licensee shall pay GST on the licence fee/rentals paid to CWC.
32. No alteration, modification or structural changes in the area/demised premises shall be undertaken by the tenderer without written prior permission of CWC. However the tenderer may undertake whitewash/color wash/floor painting and install their furniture, fixtures at their cost.
33. 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.
34. The Location of Mobile/Telecom Tower in the warehouse will be decided in consultation of respective Warehouse Manager of CWC/Regional Manager, Ahmedabad.
35. 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

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

NOTE AND OTHER DETAILS:-

- [1] **Digital Security Certificate** : Bidders who wish to participate in the e-tendering will have to procure class-3 valid **Digital Security Certificate** as per Information Technology Act, 2000. Bidders can procure this certificate from any of the certifying authority of Controller of Certifying Authorities(CCA),Government of India. Details of certifying authorities can be obtained from www.cca.gov.in.
- [2] The bidder has to register, if not registered earlier, with www.tenderwizard.com/CWC using DSC to participate in tender process. Detailed procedure for registration, system requirements and bidding are also available on www.tenderwizard.com/CWC. For any support required on DSC, bidder may visit “Contact Us” section of above said website. Prospective bidders are advised to purchase valid DSC well in advance, if not already procured.
- [3] The digital signature certificate is normally issued within two working days. The interested bidders are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately. .
- [4] In case of Joint Venture, Bidder is requested to register with *M/s. K.S.E.D.C.Limited* in the name of Joint Venture only. The registration fee is payable once on a yearly basis.



- [5] **The detailed procedure for the registration is as under:**
 Go to the url:-www.tenderwizard.in/CWC
 In the home page click on Vendor Registration.
 In the Vendor Registration form, vendor has to fill up the applicant details, digital signature information as well as Demand draft details.
 After submission of the form, the User-id and Password are generated in the form of Acknowledgement.
 The registration fee through online mode of payment should be made to M/s.KSEDC.
 The User-id and password would be activated by M/S K.S.E.D.C Limited, only after receipt of the registration fee.
 Those bidders who failed to submit the tender processing fee to M/S KSEDC Limited their bid would not be made available by the system and shall not be considered during the opening of the tender.
- [6] Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.
- [7] **DOWNLOADING OF TENDER DOCUMENT:-** The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website within the period as stated above, which is to be upload with each page duly signed & stamped.
- [8] **SUBMISSION OF TENDER:-**
 Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above.
 The Tenders are to be submitted in two parts Part-I containing technical specification and Part – II containing financial Offer(Price Bid). Both technical bid (Part-I) and Price-Bid (Part-II) should be Uploaded online. However, the technical bid alongwith related technical documents may also be submitted in physical form for cross checking / verification with the technical document uploaded online. But these documents must be submitted to the Regional Office on **04.10.2018** 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 TENDER)

Tender for Installation of Mobile/Telecom Tower at CWC- Warehouses in Gujarat.

To
Regional Manager
Central Warehousing Corporation
Regional Office
AHMEDABAD
From,

Name of the Tenderer :

Full Address :

Sir,

Sub :- Installation of Mobile/Telecom Tower at CWC- Warehouses in Gujarat.

I/We undersigned hereby submit my/our Tender for installation of Mobile/ Telecom Tower at CWC- Warehouses in Gujarat. 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 Mobile/Telecom/Telcom Tower at CWC- Warehouses in Gujarat and agree to fully abide by them.

This list of documents enclosed.

- (i) Address of the tenderer.
- (ii) Past experience if any.
- (iii) Copy of AGTO(Annual Gross Turn Over) of last three FYs issued by CA
- (iv) Declaration if tenderer is sole-proprietor(Annex.-I)
- (v) Copy of the partnership deed and incorporation deed in India (in case of partnership firm)
- (vi) Copy of the memorandum and articles of association(in case of company).
- (vii) Copy of POA(If tenderer is not sole-proprietor)-ANENX-II
- (viii) Proof of payment of Cost of Tender of Rs.1000/- and EMD Rs.6000/- paid through DD or online through Credit/ Debit Cards or NEFT/RTGS or NET banking or Direct Debit as per the RM, CWC, RO Bank Account details and proof of payment is uploaded..
- (ix) Copy of valid GST registration Certificate
- (x) Affidavit on non-judicial stamp of appropriate value stating that the firm was not debarred/blacklisted at anytime by any organization. ANNEX-III
- (xi) Undertaking stating compliance of terms & conditions of NIT-ANNEX-IV
- (xii) MSME related document(if applicable)-ANNEX.-V

The Tenderder should sign on each page of the tender document in token of having accepted all terms & conditions.

Thanking you,

Yours faithfully,

Date:

Signature of Tenderer



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

Tender for Installation of Mobile/Telecom Tower at CWC- Warehouses in Gujarat.

To,
Regional Manager
Central Warehousing Corporation
Regional Office, AHMEDABAD

From:

Name & Address of tenderer: _____

Sub: Tender for Installation of Mobile/Telecom Tower at Warehouses in Gujarat.

Sir,

1. I/We have studied the tender documents & understood them.
2. I/We hereby agree to take the work to install the Mobile/Telecom Tower at CWC- Warehouses in Gujarat.
3. This Tender is being offered with understanding that I/We shall take with the work to install the Mobile/Telecom Tower at CWC- Warehouses in Gujarat.
4. I hereby quote the following rates*:

| S/No | Location of Warehouse | Rates for annual license fee- per SQM* | Area required | Annual License fee* (Rs) |
|------|-----------------------|--|---------------|--------------------------|
| 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.

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



5. that if any of the information/document furnished herewith is found to be false or incorrect, my/our tender shall be liable to be cancelled and EMD shall also 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.

**Signature of Tenderer
With rubber stamp**



AGREEMENT FOR INSTALLATION OF MOBILE/TELECOM TOWER

(Before execution to be got vetted by the 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. mt. to licensee for installation of Mobile/ Telecom Tower at CW ----- 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. Service Tax shall be payable at applicable rate from time to time, if any. The payment will be made annually in advance.
2. CWC hereby permit the said licensee for installation of Mobile/Telecom Tower at CWC-WAREHOUSES IN GUJARAT for the monetary transaction on the terms and conditions hereinafter contained and subject to the rules and regulation in force of Ministry of Telecommunication/ Municipal Corporation etc. 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 term installation of Mobile/Telecom Tower will consist of ground accommodation measuring ___Sq Mt. CWC reserves 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 installation of Mobile/Telecom Tower. 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 installation of Mobile/Telecom Tower and shall a Tenderer by the rule/law of land, in force, relating to installation of Mobile/Telecom Tower.
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. The Licensee will take separate Electric supply & water connections from the concerned agencies and will directly pay their charges to the concerned agencies on regular basis accordingly. At the time of vacating of allotted location, the licensee shall have to



- submit the “No Dues Certificate” from concerned Electric & Water agencies to release the security deposit.
8. The company shall take all steps to control the radiations of mobile/Telecom towers and should also follow the norms & rules of Government of India as amended from time to time on this subject. Radiation must be less than the limit as prescribed by TERM, Ministry of Communication & Information Technology, Govt. of India.
 9. The selected agency should install the Mobile Tower in such a way the radiation caused by the Mobile Tower is minimal and is not detrimental to the health of people in the surroundings.
 10. If the information furnished by the tenderer is found to be incorrect, the contract, if awarded is liable to be terminated without notice and Earnest Money and/or Security Deposit is liable to be forfeited.
 11. CWC will review the functioning/performance of the Contractor periodically and may intimate contract based on non-performance and non-fulfillment/ breach of obligations agreed by the Tenderer after providing a fair opportunity to be heard. In case, CWC is not satisfied with the reply of the Company and/or the company does not rectify any breach within the time given by CWC then CWC may cancel the contract.
 12. The Licensee will in no case sub-contract and/or transfer the whole or part of the contract to any other person or firm.
 13. The quoted license fee will be applicable only for one telecom service providing company. However, the company shall be allowed/permitted to share the telecom tower and relevant infrastructure installed by it at the allotted location with other service/network providers after prior approval. The licensee fee will be revised @33% (per Telecom Company) of the basic quoted License fee after addition of every service/network provider/sharer company. CWC shall provide 24x7 access to the allotted location to the Company but due permission from CWC Authorised officer is to be obtained by licensee. CWC shall not permit the said allotted location or any part thereof being used for any other purpose except for installation of telecom tower to provide telephone service network and in default thereof shall be liable for cancel of allotment. Sharing of infrastructure without prior permission of CWC will be considered as a breach of contract. If found so, CWC has the right to cancel the allotment of site and all deposited amounts of the site will be forfeited or impose penalty of equal amount of deposited Security Deposit.
 14. The company shall make good any damage caused to the premises normal wear and tear being excepted. The decision of the RM, CWC on the question whether any damage is caused to the premises and what amount of compensation would make good such damaged shall be final and binding on the parties hereto.
 15. The premises will be normally allotted to the tenderer who offers the highest amount of License Fee. However, the RM, CWC reserve the right to reject the highest offer or all the offers without assigning any reason.



16. The allotment of site will be cancelled immediately, if the Licensee found to be associated with any misdeeds, antisocial, antinational or undesirable activity inside & nearby the allotted site.
17. In the case of dispute regarding unsatisfactory services by the contractor, decision of CWC will be final and binding.
18. Expenditure on establishment of Mobile/Telecom Tower, Electricity shall be borne by the company. The company shall be responsible for any damage of buildings from fire, establish, structure for mobile/Telecom tower etc. and decision of Regional Manager in this regard will be final.
19. CWC based on the request of the tenderer would consider providing separate Electricity connection.
20. The licensee shall arrange/obtain all necessary clearances/formalities form all other concerned statutory authorities to establish the mobile/Telecom tower.
21. Initially, the offered price by the successful Tenderer shall be for ____sq. mt. area only and during the contract period if the successful Tenderer require additional area, if available and CWC permits, then the current Licensee Fee will be revised/enhanced in the same proportion.
22. That the land for installation of installation of Mobile/Telecom Tower 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.
23. 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.
24. That the Licensee 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.
25. 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.
26. CWC also reserves the right to determine the contract forthwith in the event of unsatisfactory performance of the licensee.



27. That the licensee shall be governed by the rules, regulation , installation of mobile/Telecom tower policy 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.
28. That licensee had deposited Rs. _____(two month 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.
29. 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.
30. CWC reserve the right to cancel this license at any time on giving 90 days notice in writing of its intension to do so and the licensee shall on expiry of the period of notice to vacate the land, remove all material and structure, if any belonging to the licensee. If any structure is not required to be dismantled by the CWC, the CWC shall pay the compensation for the same which will be determined by the CWC through its any officer, whose decision shall be final and binding. In case the licensee fails to restore the land to its original state as required by the CWC, the CWC, may do so at the risk and cost of the licensee and the expenses so incurred shall be recoverable from the security deposit and /or any other money that is due to the licensee for the CWC.
31. 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.
32. 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 90 days from the date of expiry of license. In the failure on the part of licensee either to vacate the premises on the expiry of the licensed period or failure to apply for renewal of the license within 90 days of the expiry of the license, CWC shall be entitled to recover without prejudice to other right of the CWC under this agreement or the law for the time being in force, the license fee at the rate of double the normal license fee already agreed to if the license for such period the plot remains in the possession of the licensee.
33. 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.



- 34.** CWC is not responsible for any loss of cash, any loss of installation, any loss of any equipment due to whatsoever reason may be.
- 35.** CWC reserves the right for deduction of CWC due from contractor's security amount on the following grounds :-
- Any amount imposed by CWC as fine under the penalty clause.
 - Any amount which CWC becomes liable to the Govt./ Third party on the behalf of any default of the contractor or any servant/agent.
 - Any payment/fine made under the order/judgement of any court/ forum or law enforcing agency or any person working on his behalf.
- 35.** The court of Ahmedabad have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 36.** That this agreement shall remain in force for a period of five years unless determined under any provision herein after.
- Provided that it shall be always lawful for the CWC to terminate the agreement at any time without assigning any reason and without being liable for loss or damage which the licensee may suffer by means of such termination by giving the licensee one month prior notice in writing of its intention to terminate the license.
 - Provided that the termination of the licensee under this clause or any other clause herein shall not be deemed to prejudice or affect any claim or any right to indemnify which the CWC has against this license in respect of breach of any condition of any of the agreement of matter pending in any court or before other agency authorized by law against the act of licensee, here in prior to the termination of the said agreement.
 - The arrangement can be terminated by either party by giving 3 months advance notice OR charges in lieu thereof. However, in case breach of provision/conditions of this agreement by the tenderer,CWC can immediately terminate this arrangement without resorting to 3 months' notice.
- 37.** 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.
- 38.** 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.
- 39.** Licensee will be liable for damages upto Rs. 5,000/- per default on the following.
- Late payment of CWC dues upto 10 days.
 - Dis-honoring the cheques/Drafts.
 - Any staff of licensee found in drunken condition/indulging in bad conduct.
 - Any staff of the licensee found creating nuisance on duty.



40. The date of commencement of the contract will be either (a) 60 days from the date if giving the letter for installation of Mobile/Telecom Tower, or (b) from the actual date of installation of Mobile/Telecom Tower by the licensee, whichever is earlier.
41. 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.
42. The CWC reserves the right to recover as damages ranging between Rs 1000/- to Rs. 2000/- per default for irregularities/defaults committed by the licensee or his /their employees.
43. Amendment/ modifications made in the Policy of installation of installation of Mobile/Telecom Tower of CWC from time to time will automatically be applicable.
44. The successful contractor/Tenderer will have to submit a structural stability certificate of all the buildings(which offered to them for installation of Mobile/Telecom Tower) from any IIT/CPWD or PWD Empanelled Structural Engineer before starting the cast work/installation of Mobile/Telecom Tower at the allotted location. Mobile/Telecom Tower will be installed only on those buildings whose stability found suitable for the same purpose. Work order will be issued accordingly.
45. 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.
46. **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.

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

Signed for and on behalf of CWC

Witness :

1. _____

2. _____

(-----)
Regional Manager

Signed for and on behalf of Licensee by
Shri _____

(Authorized Signatory)

Witness :

1. _____

2. _____



ANNEXURE-I

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

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

I,R/o.....

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

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

2. That the office of the firm is situated at

.....
.....

TENDERER

ANNEXURE -II



FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

(If tenderer is a company/partnership firm)

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

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

Dated this the _____ day of _____ 2018

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

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

Witness 1 :

Name:

Address:

Witness 2:

Name:

Address:

- Power of Attorney is to be attested by Notary.

Annexure-III



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

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

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

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

Date:

Signature of tenderer

With seal

Annexure-IV



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

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

UNDERTAKING

We M/s _____ hereby confirm that we have gone through and understood the Tender Document and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum (if any), issued by CWC, without any deviation / exception / comments / assumptions. We undertake to comply terms & conditions of NIT/Tender. We also confirm that we have quoted the rates without any condition and deviation.

The Tender has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

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

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

Stamp and signature of the Tenderer: _____

Name of the Tenderer : _____

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

Date:

Signature of tenderer

With seal

Annexure – V



AFFIDAVIT

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

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

Do hereby solemnly affirm and declare as under :-

[1] The company is a Micro / Small Enterprise as per the Govt. of India definition; and has been functional at the time of bar code registration.

[2] The company continues to be a Micro / Small Enterprise and functional as on date.

[3] As per books of accounts, the total investment [original purchase value] in Plant and Machinery in the company as on the date of submission of bids is Rs. _____ which is within the limit prescribed in MSME Act.

[4] [i] Udyog Aadhar Memorandum [UAM] number of our company is _____.

[ii] We hereby confirm that we have declared the UAM number on Central Public Procurement Portal [CPPP].

[iii] We are aware that non-declaration of UAM number on CPPP will make us ineligible to enjoy the benefits as per Public Procurement Policy for MSEs order, 2012.

Signed on _____

DEPONENT

VERIFICATION :

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

DEPONENT

Place :

Date :

Note : * Strike out whichever is not applicable.

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

| S/No | Location of Warehouse | Annual Contract Value | EMD Amt (1%) | S/D |
|------|-----------------------|-----------------------|--------------|----------------|
| 1 | CW Surat-I | Rs.6.00 lacs | Rs.6,000/- | Two Month Rent |
| 2 | CW Surat-II | Rs.6.00 lacs | Rs.6,000/- | Two Month Rent |
| 3 | CW Baroda-I | Rs.6.00 lacs | Rs.6,000/- | Two Month Rent |
| 4 | CW Karachia | Rs.6.00 lacs | Rs.6,000/- | Two Month Rent |
| 5 | CW Vadod | Rs.6.00 lacs | Rs.6,000/- | Two Month Rent |
| 6 | CW Anand | Rs.6.00 lacs | Rs.6,000/- | Two Month Rent |
| 7 | CW Nadiad, | Rs.6.00 lacs | Rs.6,000/- | Two Month Rent |
| 8 | CW Ahmedabad-I | Rs.6.00 lacs | Rs.6,000/- | Two Month Rent |
| 9 | CW Rajkot-I, | Rs.6.00 lacs | Rs.6,000/- | Two Month Rent |
| 10 | CW Rajkot-II | Rs.6.00 lacs | Rs.6,000/- | Two Month Rent |
| 11 | CW Bhavnagar | Rs.6.00 lacs | Rs.6,000/- | Two Month Rent |
| 12 | CW Jamnagar | Rs.6.00 lacs | Rs.6,000/- | Two Month Rent |
| 13 | ICD Dashrath | Rs.6.00 lacs | Rs.6,000/- | Two Month Rent |
| 14 | CFS Mundra | Rs.6.00 lacs | Rs.6,000/- | Two Month Rent |

**Annexure-VII****Contacts of Warehouse**

| S/No | Location of Warehouse | Name of Manager | Contacts | Mail id. |
|------|-----------------------|------------------------|------------|-----------------------------|
| 1 | CW Surat-I | Sh. P.K.SINGH | 982519280 | cwcsurat1@gmail.com |
| 2 | CW Surat-II | Sh. P.K.SINGH | 982519280 | cwcsurat2@gmail.com |
| 3 | CW Baroda-I | Sh. Dinesh Pabshetwar | 9579166206 | barodacwc@gmail.com |
| 4 | CW Karachia | Mrs. U.B.Patel | 9033655521 | baroda.depot@gmail.com |
| 5 | CW Vadod | Sh. H.R.Singh | 9904260891 | cwvadod@gmail.com |
| 6 | CW Anand | Sh. Suraj Singh | 7698870608 | wmcwanand@gmail.com |
| 7 | CW Nadiad, | Sh. Sanjay Makwana | 9428351430 | cwcnad@gmail.com |
| 8 | CW Ahmedabad-I | Sh. S.K.Dubey | 9106539196 | cwcshahalam@gmail.com |
| 9 | CW Rajkot-I, | Sh. Chaitanya Satuluri | 9963376303 | cwcpopatpara@gmail.com |
| 10 | CW Rajkot-II | Sh. Chaitanya Satuluri | 9963376303 | 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 |