



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4770280
Dated/दिनांक : 20-04-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-05-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-05-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Consumer Affairs Food And Public Distribution
Department Name/विभाग का नाम	Department Of Food And Public Distribution
Organisation Name/संगठन का नाम	Central Warehousing Corporation (cwc)
Office Name/कार्यालय का नाम	Corporate Office
Item Category/मद केटेगरी	Custom Bid for Services - Manpower Services
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	64 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	21400000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	428000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DGM

Central Warehousing Corporation, Regional Office Bhopal, 75, Arera Hills, Oppst. Kendriya Vidyalay No.1, Bhopal (M.P.) -462011.
(Regional Manager)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

GEM Availability Report (GAR):[1713337672.pdf](#)

Buyer's Competent Authority Approval:[1713339107.pdf](#)

Introduction about the project /services being proposed for procurement using custom bid functionality:[1713604656.pdf](#)

Instruction To Bidder:[1713604660.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1713604663.pdf](#)

Scope of Work:[1713604665.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1713604670.pdf](#)

Service Level Agreement (SLA):[1713604672.pdf](#)

Payment Terms:[1713604674.pdf](#)

Penalties:[1713604676.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1713604679.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1713604684.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1713604690.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1713604695.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1713604700.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1713604701.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
25-04-2024 15:00:00	Central Warehousing Corporation, Regional Office Bhopal, 75, Arera Hills, Oppst. Kendriya Vidyalay No.1, Bhopal (M.P.) -462011.

Custom Bid For Services - Manpower Services (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Manpower Services
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषितो/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Deepak Mehendiratta	462011,Central Warehousing Corporation , 75 Arera Hills , Opp. Kendriya Vidyalay	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

2. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

3. Purchase Preference (Centre)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

6. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

7. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

REGIONAL MANAGER
Account No.
1305002100015040
IFSC Code
PUNB0130500
Bank Name
PUNJAB NATIONAL BANK
Branch address
HABIBGANJ BRANCH, BHOPAL

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

8. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

9. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

1. The Performance Bank Guarantee/SD shall be deposited by the successful bidder within 15 days of award of contract, if fails the contract will be terminated by serving a single notice.
2. If the successful bidder will make any default in supplying of required services then penalty will be imposed as per SLA conditions of the contract.
3. If the services provided by the successful bidder found Non satisfactory the SD/EPBG will be forfeited.
4. The buyer can increase or decrease the number of manpowers during the contract period as per actual requirement on the same terms & conditions.
5. The contract period may be extended further for maximum 01 year of the mutual consent of parties on the same terms & conditions.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



CWC, REGIONAL OFFICE, BHOPAL

No. CWC RO-BHOPAL/E-23132/(260/2020)/-ESTT/2024-25

Dated : 20/04/2024

E-TENDER DOCUMENT

For Providing Hospitality and Facility Management Services in Central Warehousing Corporation

Date for downloading Tender Form	20.04.2024 to 13.05.2024
Last Date for online Submission of tender	Up to 15:00 Hrs. on 13.05.2024

Email : rmbpl@cewacor.nic.in ; bhopal.establishment@cewacor.nic.in.

Website : www.cewacor.nic.in



CWC, REGIONAL OFFICE, BHOPAL

Address: 75, Arera hills, oppst. Kendriya Vidyalay No.1, Bhopal-462011

Email: rmbpl@cewacor.nic.in; bhopal.establishment@cewacor.nic.in

Website: www.cewacor.nic.in

No. CWC RO-BHOPAL/E-23132/(260/2020)/-ESTT/2024-25

Dated : 20/04/2024

E-Tender Notice

Central Warehousing Corporation (CWC) invites online e-tender in two bids system from professionally competent service provider as per details provided below: -

Scope of work	Hospitality and Facility Management Services in Madhya Pradesh & Chhattisgarh.	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on Website : www.cewacor.nic.in and www.gem.gov.in .	
Tender type	Open	
Tender Submission	Tender is to be submitted in two parts i.e.: Part-I (Technical Specifications) and Part-II (Financial Offer)	
Purchase Preference	Available to Micro and Small Enterprises (MSE) and Make in India (MII) bidders. (Refer clause 2A & 2B of General Terms & Conditions)	
Schedule of E-Tender	Bid Start date and time	15:00 hrs. on 20.04.2024
	Last date and time of online bid submission	13.05.2024 till 15:00 hrs
	Date and time of online Technical Bid opening	15:30 hrs. on 13.05.2024
	Date and time of online Financial Bid opening	Shall be intimated later to technically qualified bidders.
	Schedule of Pre-Bid Meeting	On 25.04.2024
	NOTE: If the date fixed for opening of Technical Bid/Financial Bid is subsequently declared as holiday, the bid will be opened on the next working day following the holiday at the same time.	

Bid validity period	90 (Ninety) days from the date of Opening of Technical Bid. The said period shall be further extendable by 30(Thirty) Days. For more details refer “BID VALIDITY” clause.
Period of Contract	2 (Two) years extendable for 1(one)year.
Earnest Money Deposit (EMD)	INR 4,28,000/-(Rupees Four Lakh Twenty Eight only)
EMD Exemption	Available to MSEs, Start Ups and other eligible bidders exempted by GeM. (Refer Clause 6 of General Terms & Conditions).

Notes:

Information for Online Participation:

1. Tender documents may be downloaded from Government e-Marketplace (GeM) portal (URL: www.gem.gov.in) Aspiring Bidders/Service providers who have not enrolled/registered in GeM portal should enroll/ register before participating through the website www.gem.gov.in .
2. Aspiring bidders shall have to visit the GeM portal (www.gem.gov.in), select the appropriate GeM bid number and upload electronically by scanning in PDF format duly filled and signed technical bid documents by filling all the relevant columns with all the required enclosures.
3. Bidders shall submit their offer along with supporting documents in electronic format to be duly signed & scanned on or before the scheduled date & time as mentioned above and should be uploaded through GeM portal. Hard copy of the tender documents will not be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.
4. Price has to be quoted in absolute terms at relevant place in GeM.
5. The benefit protections as mentioned in the Public Procurement Policy for MSEs Order dated 23.03.2012 and further amended vide order dated 09.11.2018 may not be applicable regarding splitting of bid/offer as the quantity of the service contract is 1 (one) in each case and it cannot be splitted.
6. Corrigendum/Addendum to the Tender Notice, if any, shall be issued/ available online only. Prospective bidders are requested to view website/GeM portal regularly.
7. The bidders must fully comply with all the terms and conditions given in the detailed NIT. It is clarified that in case, any of the stipulated terms and conditions are not fulfilled by the bidders and incomplete or incorrect information submitted by the bidder, the bid may be treated as ineligible.
8. The results of technical evaluation will be uploaded on the GeM Portal. In case there are technically disqualified bidders, the reasons for disqualification will be uploaded and price bid shall be opened.
9. Further it is also intimated that GeM Portal is used only as a platform for procurement/tendering services. All the terms and conditions contained in this NIT shall be applicable in whole tender process.
10. CWC reserves the right to accept / reject the tenders without assigning any reason; the decision of the CWC shall be final and binding on tenderer.
11. In case of tender related query please contact tendercell.co@cewacor.nic.in and for any technical assistance while uploading the bids in GeM portal please contact 24X7 GeM portal Helpdesk Mail at: helpdesk-gem@gov.in .1800-419- 3436 & 1800-102-3436.
12. CWC reserves the right to reject any or all the tenders without assigning any reason thereof. This notice is also available on website www.cewacor.nic.in.

REGIONAL MANAGER

DISCLAIMER

This document has been prepared on the basis of information available with CWC and other publicly available documents which CWC believes to be reliable. The sole objective of this Bid document is to solicit offers from interested parties in two bid system. While this document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by CWC or any of their employees, advisors, or agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed. Interested Parties may carry out their own study/ analysis/ investigation as required before submitting their proposals.

This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any contract or commitment whatsoever. CWC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document. By downloading the document, the interested party is subjected to the confidentiality clauses.

Pre-Qualification Criteria

Name of Work :-Providing Hospitality and Facility Management Services in CWC's Regional Office Bhopal building at 75, Arera Hills, Oppst. Kendriya Vidyalay No.1, Bhopal (M.P.) -462011.

S.N.	Eligibility Conditions	Documentary Proof to be submitted
1	<p>Bidder should be a;</p> <p>(1) Registered Company/PSU/ statutory body in India.</p> <p>OR</p> <p>(2) Registered Partnership Firm</p> <p>OR</p> <p>(3) Proprietorship</p> <p>OR</p> <p>(4) Limited Liability Partnership (LLP)</p> <p>Note: - If the bidder is from country sharing land border with INDIA, the bidder shall be required to submit Exhibit-1.</p>	<p>1) <u>For Registered Company/ PSU/ statutory Body:</u> (i) Copy of Certificate of Incorporation (with CIN, if applicable) (ii) Current list of Directors on Letter head signed by Authorized Signatory</p> <p>2) <u>For Registered Partnership Firm</u> (i) Copy of the partnership deed (ii) Current list of Partners on Letter head signed by Authorized Signatory (iii) Copy of registration of Partnership deed.</p> <p>3) <u>For Proprietorship</u> (i) Declaration of Proprietorship/Sole Proprietorship compulsory ink Signed as per Exhibit-6.</p> <p>4) <u>For LLP</u> (i) Copy of certificate of registration with LLPIN. (ii) Current list of Partners on Letter head signed by Authorized Signatory</p>
2	<p>Bidder should have experience of at least ONE similar work in State Govt. or Central Govt. or Public or Pvt Limited Companies of value not less than 80% of the Estimated Bid Value during last 03 years.</p> <p align="center">OR</p> <p>Bidder should have experience of at least TWO similar works in State Govt. or Central Govt. or Public or Pvt Limited Companies, each having value of not less than 50% of the Estimated Bid Value during last 03years.</p>	<p>Work Order AND/ OR Completion Certificate</p> <p>Remarks:</p> <p>1. Un-completed work shall not be considered</p> <p>2. All certificates issued by concerned parties should contain information which can stipulate value of work done and scope of work which should include hospitality and facility management services. The experience documents through which these details can't be gathered shall not be considered for evaluation. The experience certificates</p>

		<p>stipulating the services shall only be considered. The certificates stipulating man-power supply shall not be considered.</p> <p>3. For stipulating the last 03 years, the date of completion letter issued by the client shall be considered.</p> <p>4. For the purpose of calculation of 03 years, the dates between FYs 2020-21, 2021-22, 2022-23 up to the date of opening of bids shall be considered.</p>
3	Declaration & General details of bidder.	Undertaking in this regard to be signed by the authorized signatory strictly as per format at Exhibit-2
4	EMD / Bid Security Declaration	<p>The bidder has to submit EMD equivalent to Rs. 4,28,000/- through RTGS/ NEFT in the following bank account: -</p> <p>Name of Account Holder - CENTRAL WAREHOUSING CORPORATION Bank Name – PUNJAB NATIONAL BANK Branch Name – HABIBGANJ BRANCH, BHOPAL Account No. – 1305002100015040 IFSC – PUNB0130500 MICR - 462024005</p> <p>(Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.)</p> <p>If the bidders are exempted from EMD then the bidders shall be required to submit Bid Security Declaration in this regard to be signed by the authorized signatory strictly as per format at Exhibit-5.</p> <p>Bidders exempted from shall also be required to submit the supporting documents. For details refer clause {EARNEST MONEY DEPOSIT}</p>

5	Authorized signatory	<p>Power of Attorney in favour of signatory (ies) duly attested by Notary as per Exhibit-3</p> <p style="text-align: center;">OR/ AND</p> <p>True Certified Copy of Board Resolution in favour of Authorized Signatory/Person delegating the POA.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Refer Clause “BID SUBMISSION AND AUTHORIZED SIGNATORY” for more details. 2. All the documents uploaded on GeM against the bid must be ink signed & stamped or digitally signed by the Authorized Signatory. <p><i>(Format is for purpose of guidance only and deviation in the wording can be accepted.)</i></p>
6	<p>The tenderer must have minimum average annual turnover of Rs. 64 Lakh during last 03 financial years i.e., 2020-21, 2021-22 and 2022-23</p> <p style="text-align: center;">AND</p> <p>must have a positive net worth based on the latest financial year.</p>	<ol style="list-style-type: none"> (a) The tenderer is required to upload the audited Balance Sheet and Statement of Profit & Loss A/c for the preceding three financial years i.e., 2020-21, 2021-22 & 2022-23. (b) In case Balance Sheets and Statement of Profit & Loss A/c for the immediately preceding financial year have not been prepared /audited, the accounts for the year previous to the preceding three financial years can be uploaded. (c) Where the tenderer is not under statutory obligation to get his Accounts audited, he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years. <p style="text-align: center;">AND</p> <p>The turnover and net worth certificate from practicing CA with UDIN, as per format at Exhibit-4.</p>
7	Pre-Contract Integrity pact	Exhibit-10

GENERAL TERMS & CONDITIONS

➤ PRE-BID MEETING AND SITE VISIT

- A Pre-bid meeting and site visit shall be conducted before submission of tender documents for clarifying issues and clearing doubts, if any. The record of such meeting (Response to queries/Clarifications/Corrigendum etc.) shall be published on the website of CWC, <https://eprocure.gov.in/cppp/> and on www.gem.gov.in at least 07 days before the last date of bid submission.
- CWC shall not adopt any separate communication method in this regard other than as mentioned above.
- CWC reserves the right to make any alterations in the bid document based on the suggestions/ decisions arrived at the pre-bid meeting.
- Schedule of pre-bid meeting.

S. No.	Description	Schedule
1	Submission of Pre-Bid Queries	Up to 23.59 Hrs on 24.04.2024, through e-Mail on bhopal.establishment@cewacor.nic.in . Note:- Queries received after the above stated timelines shall not be entertained.
2	Pre-Bid Meeting	On 25.04.2024; 15:00 Hrs at Central Warehousing Corporation, Regional Office Bhopal, 75, Arera Hills, Oppst. Kendriya Vidyalay No.1, Bhopal (M.P.) -462011.

1) PUBLIC PROCUREMENT POLICY

A. Purchase Preference to Make in India (MII)

- a. Only Class-I (**More than 50% Local Content of Services**) & Class-II (**Between 20% to 50% Local Content of Services**), Local Service provider shall be eligible to participate.
- b. The purchase preference shall be **given only to Class-I** local service providers and eligible MSE bidders.
- c. **Class-II local service provider** will not get purchase preference under this policy.
- d. Purchase Preference for **Make in India compliant Products/ Services**: -
 - Bids having a local content of less than 20% shall be summarily rejected.
 - Purchase preference shall be given to Class-I Local Service provider in the manner specified here under.
 - Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local service provider, the contract for full quantity will be awarded to L1.
 - Margin of purchase preference means the maximum extent to which the price quoted by a Class-I local service provider may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% i.e., L1 plus 20%.
 - The Class-I local service provider' shall get purchase preference over 'Class-II local service provider', **as per following procedure:**
 1. If L1 is not Class-I local service provider, the lowest bidder among the Class-I local service provider will be invited to match the L1 price subject to 'Class-I local service provider' quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local service provider' subject to matching the L1 price.
 2. In case such lowest eligible 'Class-I local service provider' fails to match the L1 price, the 'Class-I local service provider with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local service provider within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 3. The process stipulated on GeM for carrying out price match request, shall be adopted by Corporation and shall also be binding on bidders.

e. **Verification of local content:**

- i. The Class-I local service provider/Class-II local service provider at the time of tender, bidding or solicitation shall be required to indicate percentage of **local content and provide self-certification (In form of Exhibit-2)** that the item offered meets the local content requirement for Class-I local service provider/ Class-II local service provider, as the case maybe They shall also give details of the location(s) at which the local value addition is made.
- ii. Decisions on complaints relating to implementation of this Order shall be taken by the Corporation which is empowered to look into procurement-related complaints relating to the Corporation.
- iii. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to **two years** as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- iv. Any bidder who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

B. **Purchase Preference for Micro and Small Enterprise**

1. The bidder must ensure that they are registered & verified on GeM as MSE and should apply for price preference while submitting the bid, if eligible and should upload copy of their UDYAM registration.
2. **Only valid UDYAM registration shall be considered.**
3. In case, the eligible bidders for price preference under MSE policy, do not apply for MSE price preference while submitting the bid on GeM, then no price preference shall be provided and Corporation shall not be liable for providing any clarification to the bidder.
4. MSEs are advised to update their latest status on GeM portal also to avoid complications during the evaluation.
5. The benefit of policy is not extended to the traders/dealers/Distributors /Stockiest/Wholesalers.
6. The process stipulated on GeM for carrying out price match request, shall be adopted by Corporation and shall also be binding on bidders.
7. **Mechanism to determine L1 bidder in case of Multiple MSEs and/or Make in India bidders**
Considering that this is a non-divisible tender, MSEs quoting price within the band of L-1 + 15% will be awarded for full/complete work of tender by bringing down their price to L-1 price in a situation where L-1 Price is from someone other than an MSE. In case L-1 is not MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered, Subject to matching the L-1 prices.

Case Scenario

- L1 bidder is non MSE, non-Local service provider/Class-II local service provider as per PP-LC
 - L2 bidder is Class-I Local service provider as per PP-LC (prices within 20%)
 - L3 bidder is MSE bidder (prices within 15%).
 - MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).
8. It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/ acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. CWC is already registered on the TReDS platform i.e. M/s A. TReDS (Invoicemart), Mumbai with Entity ID No. 1000019533.
 9. MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.
 10. Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

2) BID SUBMISSION AND AUTHORIZED SIGNATORY

- a) The bidder must furnish full, precise and accurate details in respect of information asked for in **Exhibit-2 i.e., General Details of Bidder.**
- b) Bidder is required to submit Exhibit-2 i.e., Undertaking by bidder on Disqualification and Unconditional Acceptance.
- c) Bid should be signed by Authorized Signatory by issuing Power of Attorney in the Format prescribed at **Exhibit-3**. The bid documents (Technical/ Pre-Qualification/ Financial document/ Annexures/ Exhibits/ Undertakings or any other document submitted in support of bid) to be signed by the authorized signatory.
- d) **Power of Attorney (POA)** to be issued by the bidder in favour of the authorized employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder. Any consequence resulting due to such signing shall be binding on the Bidder.
- e) **The Power of Attorney shall be issued as per the constitution of the bidder as below:**
 - a. **In case of Proprietorship:** by Proprietor
 - b. **In case of Partnership:** by all Partners or Managing Partner or any other partner authorized as per Partnership Deed.
 - c. **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP or by Board of Directors through Board Resolution or by the designated officer authorized by Board
 - d. **In case of registered Company/ PSU/ Statutory Body:** by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly signed by Company Secretary / MD / CMD / CEO.
- f) The Power of Attorney should be valid till award of contract / order to successful bidder.

Advisory for using Digital Signatures

- i. On GeM, bidders can upload their supporting documents against respective fields/criteria. As such, bidder can manage their documents in multiple PDFs having size less than or equal to 10 MB.
- ii. The Authorized Signatory can sign digitally on each PDF document. In case of multiple pages in any document the signature can be affixed on the last page.
- iii. However, bidders may ensure that once digitally signed, there must be no editing on the signed PDF such as merging with other files/ de-merging etc.
- iv. Tenderers must ensure that CWC should be able to validate the signatures. The tenderers can verify the same by using steps detailed under “ <https://cewacor.nic.in/docs/VDS.pdf> ”, before uploading the documents.

3) ADDITIONAL INFORMATION TO BIDDER

- a) Bidders shall be able to create representations within 4 days for Bids to which Corporation shall respond to the seller's representations at least 72 hours before the Bid end date and time and shall publish the same on GeM only and in case, corrigendum is issued, the same will also be published on website of Corporation.
- b) The proposals that are incomplete in any respect or those which are not consistent with the requirements as specified in this document or which do not contain any of the documents as per the specified formats prescribed in the document would be considered non-responsive and Corporation shall have liberty to carry out call of clarification or to summarily reject the bids. Adherence to formats, wherever specified, is must. Non-adherence to formats may be a ground for declaring the proposal non-responsive.
- c) All the communications and information provided should be legible.
- d) No change in, or supplementary information to a proposal after its submission shall be accepted.

- e) If any statement made or information provided by the Bidder in the proposal or any information provided by the Bidder in response to any subsequent query of CWC, is found to be incorrect or is a material misrepresentation of facts, then the proposal will be liable for rejection. Mere clerical errors or bonafide mistakes may be condoned by CWC before evaluation of financial bid at the sole discretion of CWC.
- f) The Bidder shall be responsible for all costs associated with the preparation of the Proposal. CWC shall not be liable to and subjected to any financial implication whatsoever, including, for any costs, regardless of the conduct or outcome of this tender process.
- g) CWC may scrap the tender enquiry without assigning any reason at any time before the signing of the Agreement. In case of scrapping of tender, CWC will not be liable for any loss or cost to Bidder.
- h) Bidder at all time shall ensure that all applicable laws related to the movement of goods/ resources for rendering the services, from one place to another has been complied with.
- i) Any bribe, commission, or advantage offered or promised by or on behalf, of the tenderer to any officer or servant of the Corporation shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing on the part or on behalf, of the tenderer shall also make his tender liable to rejection.
- j) If the tenderer is a partnership firm/LLP, there shall not be any reconstitution of the partnership without the prior written consent of the Corporation post submission of bid or during the contract period.

4) BID VALIDITY

- a) Each Bid shall be deemed to be a firm and irrevocable offer, and shall remain valid and open for a period of 90 days from the opening of Technical Bid.
- b) In exceptional circumstances, such time period may be extended by **another thirty (30) days** upon mutual consent between Corporation and technically qualified bidders through GeM portal only.
- c) After opening of price bids in GeM, the extension will be regularized through GeM.
- d) CWC shall raise the request for extension of validity through GeM & bidders shall be required to accept it within 48 hours.
- e) In case of such extension, the bidder shall not be permitted to modify its original offer/proposal in any other respect during the extended period.

5) EARNEST MONEY DEPOSIT (EMD)

- I. Bid must be accompanied with proof of payment of EMD remitted through Fund Transfer in the bank account mentioned in the Tender Notice.
 - a) Bid not accompanied with EMD/ Bid security shall be summarily rejected.
 - b) EMD submitted by the bidder shall be forfeited and debarred from participating in future tender enquiries by Corporation for a period of two (02) years, if the bidder:**
 - i) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - ii) If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
 - iii) Fails to furnish requisite performance bank guarantee within stipulated time required as per e-bid.
 - iv) In the event of bidder, not accepting the offer and/or not formally executing the contract after acceptance of bid/proposal by CWC within the stipulated time period.
 - c) Earnest money of unsuccessful bidders shall be returned after finalization of the offer/ execution of the Contract. No interest shall be payable on the amount of Earnest Money in any case.
 - d) The EMD of the successful bidder shall be either refunded; or adjusted from the payments to be made by CWC to the contractor/service provider under the Contract.
- e) EXEMPTION FROM SUBMISSION OF EMD**
 - **The bidder participating under the category MSEs registered in UDYAM portal** are exempted from payment of EMD payable to CWC subject to furnishing the proof of they being so registered under the said portal. The Registration of such bidder under MSE Notification should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration (if applicable), failing which, their offer shall not be considered for benefits

detailed in MSE Notification of Govt. of India dated 23.3.2012/26.03.2012 or any other notification as may be issued thereafter.

- **Startups certified by Department for Promotion of Industry and Internal Trade (DPIIT)** are exempted from payment of EMD and should **enclose the proof of their being certified with Department for Promotion of Industry and Internal Trade (DPIIT)**.
- Additionally, Bidders who are exempted by GeM from submission of EMD will be considered exempted for submission of EMD.

II. DECLARATION FOR BID SECURITY (BSD)

- i) Submission of signed Bid Security Declaration (**BSD**) in the format as per **Exhibit-5** is mandatory for all the bidders who are exempted from submission of Earnest Money Deposit as per GeM.
- ii) The bidders claiming EMD exemption shall be required to submit BSD mandatorily. Non submission of BSD by the EMD exempted bidders shall be leading to summarily rejection of their bid.
- iii) The bidders who are exempted from paying EMD, shall be debarred by Corporation for participating in future tender enquiries for a period of **two (02) years**, if the bidder:
 - (1) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - (2) If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
 - (3) Fails to furnish requisite performance security within stipulated time required as per e-bid AND
 - (4) in the event of bidder, not accepting the offer and/or not formally executing the contract after acceptance of bid/proposal by CWC within the stipulated time period.

III. REFUND OF EMD

- i. EMD of unsuccessful bidders during first stage i.e., technical evaluation should be returned **within 15 days of declaration of result of first stage itself i.e., technical evaluation**.
- ii. Earnest money of successful bidder shall be returned **within 15 days after receipt of Performance Security / ePBG**, if not adjusted under BG or Security Deposit.

6) QUOTING OF PRICES

- a) Bidder is required to indicate offer price in the price schedule as provided in the bidding document. Complete breakup of price as required must be indicated. However, evaluation of the bid shall be on the basis of total price quoted by the bidder.
- b) In case of any difference in price quoted by the bidder on GeM and in price quoted in the uploaded financial document, then the price quoted by bidder on GeM shall be final & binding. However, CWC may solicit justification while evaluating price bids & may also dis-qualify the bidder in case reply to the justification is not satisfactory.
- c) Bidder to note that the Financial bid in the form of Price Schedule (BoQ) {**As per Exhibit-12**} should be submitted separately and independent of the technical bid. In case, Financial Bid forms part of the technical bid, the bid shall be summarily rejected by CWC.
- d) Corporation may carry out call of justification from the bidders while evaluating the price bids in case any bidder has quoted wrong total price (Incl GST) or any calculation mistake in the financial document as compared to total price (Incl GST) quoted on GeM.
- e) The bidders shall be required to reply to the justification request within 48 hours through GeM only.
- f) No separate communication in this regard shall be made by Corporation. The bidder shall receive notification from GeM portal whenever Corporation raises the justification request.
- g) Corporation may reject un-justified/ incomplete etc., price bids during the financial evaluation. The decision of Corporation in this regard shall be final and binding.

7) AMENDMENT OF BIDDING DOCUMENTS

- a) At any time prior to the 'Bid Due Date', CWC may modify the Bidding Documents by issue of corrigendum whether at its own initiative or in response to clarifications requested by the bidders

- b) Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the GeM portal and website of the Corporation. Bidders have to take into account all such corrigendum before submitting their Bid.
- c) CWC, if considered necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.
- d) All such communications shall be published on GeM and website of the Corporation. No other mode of communication shall be adopted.

8) DESCRIPTION OF THE SELECTION PROCESS

- a) The proposals received would be subject to the evaluation process as below:
 - i) Step 1: Technical Evaluation.
 - ii) Step 2: Financial Evaluation.

b) OPENING OF PROPOSALS

- i) The Technical Bid of the bidder would be opened on the specified date, time and place as mentioned in the GeM bid document. No separate communication shall be made in this regard & bidders at their own pre-judice shall send their Authorized Signatory/ representative to attend the bid opening process. The representative must report at least 30 minutes before the bid opening time. No separate communication shall be done by Corporation in this regard.
- ii) Bidder to note that the Financial bid should be submitted separately and independent of the technical bid. In case, Financial Bid forms part of the technical bid, the bid shall be summarily rejected by CWC.
- iii) The objective of the technical evaluation process is to select bidder(s) who have the commercial and operational strength to provide the services. The bid(s)/proposal(s) shall be evaluated as per the criteria specified in this document. However, within the broad framework of the evaluation parameters as stated in this document, CWC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- iv) The tender documents, in particular, Appendixes/ Annexures/ Exhibits, shall be filled in by the Tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Tenderer. The decision of CWC to interpret the rates filled in by the tenderer shall be final and binding on the contractor.

d) PROCEDURE TO BE FOLLOWED FOR OBTAINING MISSING DOCUMENTS AND SPECIFIC CLARIFICATION:

- i) The procedure followed for soliciting the Technical Clarifications shall be as per the procedures stipulated by GeM. The bidder shall be required to submit the clarifications within the stipulated time as mentioned in the GeM bid document. The bidders may contact GeM helpdesk for any support/ clarifications.
- ii) The shortfall information/ documents shall be sought only against the documents/ information already submitted by the bidder in technical documents and also in case of historical documents which pre-existed at the time of the tender opening & have not undergone any changes since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of tender, only related shortfall documents shall be solicited and considered. For e.g. if the bidder has submitted a supply order without its completion/ performance certificate, the certificate can be solicited and considered. However, no new supply order shall be solicited / considered during the clarification.
- iii) The required clarification and missing document(s) may be solicited by the Corporation from bidders through GeM only.
- iv) After expiry of prescribed time for submission of clarification as mentioned in GeM Bid document, Corporation shall download the clarification and missing document(s) submitted by the bidder.
- v) The tenderer has the option to respond or not to respond to these queries. 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, the bidder shall be technically dis-qualified.

- vi) All the responses to the clarifications and missing document(s) will be part of the Proposal of the respective tenderer and if the clarifications and missing document(s) are in variance with the earlier information in the proposal, the information provided in later stages shall prevail over the earlier information for the technical evaluation process.
- vii) 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.
- viii) Corporation well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), clerical errors, signature missing on any page which does not constitute a material deviation.
- ix) Bidder to refer clarification and missing document(s) manual available on GeM-portal <https://www.gem.gov.in> or seek assistance from the Helpdesk.

e) DISQUALIFICATION CONDITIONS

- i) Bidders who have been blacklisted or otherwise debarred by CWC or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission will be ineligible, during the period of such blacklisting.
- ii) Bidders contract should not have been terminated for Bidder's default by CWC or any department of Central or State Government or any other Public Sector Undertaking during the last five years as on last date of submission of bid.
- iii) Bidder shall also not be eligible to participate in this tender, in case of any pending/outgoing legal dispute with CWC whether before any Court of law and/or arbitration with regard to any contract on last date of submission of bid to CWC.
- iv) If the proprietor / any of the partners of the Bidder firm / any of the Director of the Bidder company have been, at any time, convicted by a court, for an offence such Bidder will be ineligible. However, if on acquittal by the appellate court, the Bidder will be eligible.
- v) Any qualified/conditional bid shall be liable for outright rejection by CWC without assigning any reason whatsoever.
- vi) **In this regard, Exhibit-2 signed by the Authorized Signatory and on the letter head of the bidder is to be submitted.**

f) SELECTION OF SUCCESFULL BIDDER

- i) The tenderer shall quote one absolute rate as explained in the methodology for offering/ quoting of price bid. The tenderer quoting the lowest rate (Including GST and all other taxes) will be declared L-1.
- ii) In case, two or more bidders are found to have quoted identical lowest bid price, CWC shall place the Contract by selection of a bidder amongst the L-1 **bidders through Auto Run L1 executed by GeM.**
- iii) In case purchase preference is applicable, the L1 will be decided after adoption of due procedure on GeM.

9) PERFORMANCE SECURITY {BANK GUARANTEE}

- a) Successful bidder is required to submit Performance Security in the form of Bank guarantee issued from Scheduled Commercial Bank @5% of the value of contract including GST.
- b) If requested by the Corporation, the successful bidder agrees to extend the validity period of the Bank Guarantee or to issue a further Bank Guarantee in the event that the duration of this Contract is, for any reason, extended beyond such validity date.
- c) Such Performance Security must be **submitted by Seller to the Buyer within 15 days of award of contract** on GeM/ LOA whichever is earlier. The payments to the seller shall become due only after receipt of Performance Security by the Buyer and verification of its genuineness. No interest shall be payable upon the Performance Security / PBG by the service provider to the CWC under the Contract.
- d) In case of failure to deposit the Bank Guarantee by the service provider within stipulated time, an extension of maximum additional 15 days can be granted by the CWC at its discretion however, such an extension shall be subject to a levy of **penalty at the rate of 0.1% per day of delay of the amount of such BG.**

- e) If the successful bidder fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Corporation to forfeit either in whole or in part, the Performance Security furnished by the successful bidder.
- f) If the successful bidder duly performs and completes the contract in all respects the Corporation shall, refund the Performance Security, as the case may be, to the Corporation within 90 days of completion of all contractual obligations by the successful bidder.
- g) Successful bidder shall be required to submit no dues certificate to Corporation as & when desired by Corporation.
- h) In case, some partial amount is to be recovered by Corporation from successful bidder, then Corporation may revoke the complete BG and can recover the desired amount. The balance amount shall be paid back to the service provider as and when new BG is submitted by the successful bidder.
- i) If the successful bidder, having been called upon by Corporation to furnish BG, fails to do so within the period as specified above and even up to last date of extended period, if extended, the contract shall be terminated without any notice to successful bidder, duly forfeiting EMD and other dues, if any payable against the contract. The failed successful bidder shall be debarred from participating in future tender of the Corporation for next two (02) years from the date of debarring.**
- j) In the case, when bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the contract as may be required, or fails to provide the security (BG) as may be required for the performance of the contract or otherwise withdraws from the bidding process, the Corporation shall cancel the bidding process.
- k) The Bank Guarantee issuing bank shall send cover for Bank Guarantee issued through SFMS platform to the CWC Banker i.e., ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:
- I. MT760 COV for issuance of bank guarantee.**
- II. MT767 COV for amendment of bank guarantee.**
- l) Issuing bank shall mention CWC beneficiary code i.e., CENTRALW27112020 in field 7037 of MT760 COV / MT767 COV.
- m) The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.
- n) The BGs not complying to the SFMS guidelines stipulated above, shall not be accepted.
- o) The format of BG is attached at **Exhibit-11**.
- p) The expiry date of the BG shall be 60 days beyond the date of expiry of the contract.
- q) The date of expiry of claim period shall be 06 months beyond the date of expiry of the BG.

10) EXECUTION OF THE CONTRACT

- a) The details of award of contract shall be published by CWC on website of Corporation { https://cewacor.nic.in/MasterStatic/Contract_awarded } and CPP portal { <https://eprocure.gov.in/cppp/> }.
- b) The details of de-barred/ blacklisted bidders shall be published on website of Corporation { <https://cewacor.nic.in/Home/TenderList> } and on CPP portal.
- c) The successful bidder shall be required to accept the contract order placed by Corporation through GeM. For assistance in accepting the contract order on GeM, the bidder may contact GeM helpdesk.
- d) The signing of contract shall take place within 15 days of date of award of LOA/ contract order through GeM to successful bidder by Corporation, failing which the contract shall be liable for termination. During the signing of contract, following activities shall take place: -
- (i) The bidder shall be required to enter into a contract with the Corporation strictly in the format, attached at **Exhibit-7**. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value.

- (ii) The bidder shall be required to sign **Service Level Agreement** with the Corporation strictly in the format, attached at **Exhibit-8**. The SLA shall be typed on a Non-Judicial Stamp Paper of appropriate value.
- (iii) Submission of Performance Bank Guarantee/ Security Deposit.
- (iv) Signing on the complete tender document, if desired by Corporation.
- (v) **INTEGRITY PACT**. The tenderer/s shall require to sign the Integrity Pact with CWC strictly as per enclosed Performa at **Exhibit-10**.

11) TAXES AND DUTIES

- a) The responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Service Provider only.
- b) Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be within a period specified in Contract to enable CWC to avail input credit of GST as per rules/ regulation of GST. The bidder registered under GST (if applicable) shall ensure that the invoice to be raised upon the Corporation is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by Corporation.
- c) Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details. This shall further be ensured by the bidder registered under GST (if applicable) that the invoice raised by bidder during a month is appropriately reported in the GST Returns of the said month.
- d) Payments to Service Provider for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. The Corporation reserves the rights to release the payment of GST amount (if applicable) only post matching of the invoices in the GSTN System.
- e) GST or any other tax on input material or services used by bidder in respect of this contract shall be payable by the bidder and Central Warehousing Corporation will not entertain any claim whatsoever in this respect.
- f) If input tax credit is not available to CWC for any reason not attributable to CWC, then CWC shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by CWC in future to the Service Provider under this contract or under any other contract.
- g) Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Service Provider, as per the provisions of the GST law / Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Service Provider should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).
- h) Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- i) Income tax deduction shall be made from all payments made to the successful bidder as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- j) TDS
 - I. TDS, wherever applicable, shall be deducted as per applicable act/law/rule.
 - II. Higher rate of TDS for non-filers of ITR

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not file their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

 - (a) Twice the rate mentioned in relevant TDS section.
 - (b) Twice the rate or rates in force
 - (c) 5%

- k) As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction or as amended from time to time.
- l) Accordingly, service provider should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs or as amended from time to time. As provided in the notification, in case service provider does not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.
- m) Payment of service provider shall be processed only after fulfillment of above requirement.
- n) The bidder shall be required to submit an undertaking along with the tax invoices, in case the bidder is not submitting the e-Invoices (as per GST's mandate). The format for such undertaking shall be provided by the Corporation, as & when requested by successful bidder.
- o) Corporation is aiming towards Zero Paper Usage (ZPU) and accordingly the successful bidder shall be required to submit digitally signed invoices & supporting documents through Bill Tracking System (BTS) of CWC.

12) RIGHT TO REJECT ANY OR ALL BIDS

- a) CWC reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).
- b) CWC does not bind itself to accept the lowest or any other offer and reserves the right to reject any or all the tenders received without assignment of any reason.

13) CODE OF INTEGRITY

Bidders, service providers, contractors and consultants/ service providers should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts, failing which Corporation **may consider the bid to be non-responsive & may reject the bids or to terminate the contract: -**

- (a) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (b) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- (c) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Corporation, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (d) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (e) "Conflict of interest": A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder: -
 - (i) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (ii) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
 - (iii) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principals. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

- (iv) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Corporation regarding this Tender process; or
- (v) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- (vi) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.) of this Tender process; or
- (vii) has a close business or family relationship with a staff of the Corporation who: (a) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (b) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

(f) "Obstructive practice": materially impede the Corporation's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Corporation's rights of audit or access to information

14) TRANSFER AND SUBLETTING OF THE CONTRACT

- a) The successful bidder shall not sublet, transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is stipulated in this contract, or any part thereof, without the previous written permission of the CWC.
- b) The successful bidder shall be entirely responsible for the work executed by the sub-contractor, if any, to the entire satisfaction of the inspecting officer and for the timely execution of the contract in all respects.

15) INTELLECTUAL PROPRIETARY RIGHTS AND OWNERSHIP

- a) All rights, title and interest in the successful bidder's provided services to Corporation and in any process followed by successful bidder for the provision of any services here under shall always vest in Corporation, unless the services are of proprietary in nature.
- b) Copying of the software application data of CWC, if any accessed by successful bidder during their engagement with CWC, except for specified purposes are expressly prohibited.
- c) The successful bidder shall ensure that the documents, data, information etc. are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by CWC. The confidential information will be safeguarded and shall take all necessary actions to protect Corporation and its customers, and Government of India's interest against misuse, loss, destruction, alterations or deletions thereof. Any violation of the same will be liable for action under the law, which shall entitle Corporation to claim damages from the apart from taking action under the appropriate law. This is an irrevocable condition and it will continue to be in force even if the agreement between the Corporation and is terminated.

16) SETOFF

- (i) **SETOFF:** - Any sum of money due and payable to the successful bidder (including security deposit returnable to them) under this contract may be appropriated by the Corporation and set-off against any claim of the Corporation for the payment of any sum of money arising out of or under any other contract made by the successful bidder with the Corporation.

17) GENERAL OBLIGATIONS OF SUCCESSFUL BIDDER:

- 1) Successful Bidder shall, in accordance with and subject to the terms and conditions of this Contract:
- a) perform the services in accordance with the Scope of Services /Specifications/ Work and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.
 - b) perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.
 - c) be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
 - d) give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Corporation may consider necessary for the proper fulfilling of Successful Bidder's obligations under the Contract.
 - e) not disrupt the Services of the Corporation being carried out by the Successful Bidder / and shall provide access for carrying out job/services to:
 - (i) Corporation's personnel(s), and /or
 - (ii) any other Contractor(s) / Service Provider(s) employed by Corporation, and /or
 - (iii) personnel of public authority(ies)/third party(ies)
- 2) Further, the Successful Bidder shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of Corporation.
- 3) Furthermore, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Corporation or its authorized representative.
- 4) The Corporation or its authorized representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the successful bidder's premises/workshops and the successful bidder shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the successful bidder from any obligation under the Contract.
- 5) The successful bidder shall, whenever required, produce or cause to be produced, for examination by the Corporation or any other officer authorized by its behalf, any cost or other accounts, book of accounts, vouchers, receipts, letters, memorandum or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner, as may be required relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract. The decision of Corporation on the question of relevancy of any documents information or return shall be final and binding on the successful bidder. The successful bidder shall produce the required documents information and returns at such time and place as may be directed by Corporation.
- 6) The successful bidder will not be responsible for delays/ strikes, which may arise on account of reasons beyond their control, of which the Corporation shall be the final judge. Strikes by successful bidder's workers on account of any dispute between the successful bidder and their workers as to wages or to

otherwise, shall not be deemed to be a reason beyond the successful bidder's control and the successful bidder shall be responsible for any loss or damage which the Corporation may suffer on this account.

- 7) The successful bidder will indemnify Corporation and its client organizations of all legal obligations of its professionals, if any, deployed for Corporation projects.
- 8) Corporation shall also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.

*Due Diligence Clause

Obligation to Conduct Due Diligence: The Successful Bidder acknowledges and agrees that it is solely responsible for conducting its own due diligence and assessment concerning the matters related to this tender process and any subsequent contract awarded. The Bidder shall thoroughly review and evaluate all information, documents, specifications, and requirements provided by the Corporation or its representatives.

Independent Evaluation: The Bidder acknowledges that it has the expertise, resources, and capabilities necessary to independently assess and evaluate the scope, risks, costs, and other relevant aspects of the tender and any contract resulting from it.

Reliance on Independent Advisors: The Bidder is encouraged to seek advice from its own legal, financial, technical, and other advisors as it deems necessary to understand the implications and requirements of the tender and the potential contract. The Tenderer shall not rely solely on any information or representations provided by the Corporation or its representatives

Assumption of Risk: The Bidder acknowledges that it assumes all risks associated with its participation in this tender process and the potential contract, including, but not limited to, the risks associated with performance, financial obligations, regulatory compliance, and any unforeseen circumstances.

Errors and Omissions: The Corporation shall not be liable for any errors, omissions, inaccuracies, or misrepresentations in the tender documents or any other information provided in connection with this tender process.

Time for Due Diligence: The Bidder agrees to conduct its due diligence within the timeframes specified in the tender documentation and to meet all submission deadlines accordingly.

No Legal or Financial Advice: The Bidder acknowledges that nothing in this clause or any other communication shall be construed as legal, financial, or professional advice. The Tenderer shall seek independent professional advice where necessary.”

18) **TERMINATION**

a) **TERMINATION OF CONTRACT ON DEATH**

If the successful bidder is a proprietary concern and proprietor dies or if the successful bidder is a partnership concern and one of the partner dies then unless, the Corporation is satisfied that the legal representative of the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Corporation is entitled to cancel the Contract for the incomplete part without being in any way liable for any compensation payment to the estate of the deceased successful bidder and/or to the surviving partners of the successful bidder's firm on account of the cancellation of Contract. The decision of the Corporation in such assessment shall be final & binding on the parties. In the event of such cancellation, the Corporation shall not hold the estate of the deceased successful bidder and/or the surviving partners of successful bidder's firm liable for any damages for non-completion of the

Contract.

b) TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC.

If the successful bidder shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Corporation shall be at liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the successful bidder or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Corporation for due and faithful performance of the Contract.

c) TERMINATION OF CONTRACT FOR CORRUPT / FRAUDULENT / DEFAULT/ COLLUSIVE / COERCIVE PRACTICES/ NON-PERFORMANCE/ BREACH OF ANY OF THE TERMS & CONDITIONS OF THE CONTRACT

If the successful bidder is found to have indulged in Corrupt/ Fraudulent /Collusive/Coercive practices or found to be non-performing or found breaching any of the terms & conditions, the Contract shall be terminated and the defaulting successful bidder may also be suspended/banned for trade relations/**blacklisting for a next 5 (Five) years**, from the date of communication by Corporation regarding termination of the contract, based on the gravity of non-performance / default of the successful bidder by the Corporation, whose decision in the matter shall be final and binding.

d) TERMINATION FOR CONVENIENCE

- (i) Notwithstanding anything contained in the Contract, the Corporation may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part.
- (ii) In case of such termination, the obligation of the Corporation to pay, shall be limited to the extent of work/job completed by the successful bidder as per provision of the Contract upto the date of termination, subject to the successful bidder complying with other terms of the Contract.
- (iii) Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

- e) In the event Corporation terminates the contract due to reasons specified under sub clause "b" & "c" above, may get the work done for the unexpired period of the contract, at the risk and cost of the contractors and any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the successful bidder's negligence or un-workmen like performance of any of the services under the contract and to claim from the contractors any resultant loss sustained or cost incurred to recover the cost incurred by CWC.

19) AMICABLE RESOLUTION AND DISPUTE RESOLUTION MECHANISM

- 1. This Contract shall be interpreted, governed by and construed in accordance with the laws of India (excluding any of its conflict of law rules which would direct or refer to the laws of another jurisdiction) for the time being in force and shall be subject to the exclusive jurisdiction of the courts at DELHI.

2. AMICABLE RESOLUTION:

- (i) Any dispute, difference, or controversy of whatever nature howsoever arising under, out of, or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in sub-clause (ii) below.
- (ii) A Joint Committee with an equal number of representatives (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s ABC (Successful Bidder) shall be

constituted for the administration of the agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.

- (iii) The Joint Committee comprising three authorized representatives including the concerned Regional Manager/ HoD of CWC and an equal number of authorized representatives of M/s ABC concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle-free operation so long as the overall structure of this agreement does not change.
- (iv) In the event of any Dispute between the Parties, the other Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the M/s ABC or such persons nominated by them, for the time being for amicable settlement.
- (v) Upon such reference, the said two persons shall meet not later than 30 days from the date of such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 30 days of the such meeting between the said two persons, either party may refer the dispute to arbitration.

3. DISPUTE RESOLUTION MECHANISM

- a) Any dispute, disagreement, claim or other difference arising out of or in connection with this Contract (a “Dispute”) shall be resolved in accordance with this Clause.
- b) In case, the Parties are unable to resolve any Dispute through good faith discussion, either Party shall be entitled to refer such Dispute to arbitration by serving notice on the other Party.
- c) In cases where the claim amount is INR 50 Crores or less, the arbitral tribunal shall consist of a sole arbitrator, to be appointed mutually by both the parties.
- d) In cases where the claim amount is in excess of INR 50 Crores, the arbitral tribunal shall consist of three members, one to be nominated each by a party and the presiding arbitrator to be appointed by the two nominated arbitrators.
- e) The Parties agree that the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996 of India (or any statutory modification or re-enactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be at BHOPAL.
- f) The arbitral proceedings in respect of a particular dispute shall commence on the date on which the arbitrator call upon the party to file its claim.
- g) The Contractor shall be obliged to continue to provide the Service(s) to the CWC under the Contract or the Scope of Work, during the arbitration proceedings and no payment due or payable to the Contractor (except payment in dispute) shall be withheld on account of such proceedings.
- h) The cost of arbitral proceedings shall be borne by the party/parties in the discretion of the sole arbitrator.
- i) The arbitration award shall be a reasoned award. The same shall be final and binding on the Parties. The right to refer any Dispute to arbitration pursuant to this Clause shall survive the expiry or termination of the Contract.

All queries that are received from bidder(s) shall be addressed by CWC during pre-bid meeting. CWC shall aggregate all clarifications and shall prepare a response, which shall subsequently be posted on the website www.cewacor.nic.in and www.gem.gov.in. No separate communication shall be issued.

REGIONAL MANAGER

SPECIAL TERMS & CONDITIONS

1. PERIOD OF CONTRACT

- a) The contract period shall **be for 24 months**. The date of commencement of the contract shall be the date mentioned in the GeM's contract order OR as per the LOA issued by the Corporation.
- b) The Contract shall be extendable for a maximum period another 12 months after successful completion. The contract shall be extended on same rates, terms & conditions.

2. LIABILITY OF PERSONNEL

- a) The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Corporation shall own no liability and obligation in this regard.
- b) The staff provided by the Service Provider for completion of the scope of work, shall not be deemed employees of the CWC, hence the compliance of the applicable labor laws and acts i.e. the Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act and other relevant laws will be the sole responsibility of the Service Provider and CWC will in no way be responsible for any violation or liabilities in this regard.
- c) The Service Provider shall take comprehensive insurance cover, including third party unlimited liability, to insure against loss, damage, death or injury which may occur to any physical property or to any person which may arise out of the performance of the contract or the machinery and equipment deployed by Service Provider. The Corporation shall not assume any liability in this regard.
- d) For all intents and purposes, the Service Provider/ successful bidder/ selected agency/ contractor shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Corporation.
- e) All persons employed by the service provider shall be engaged by them as their own employees/workers in all respects and the responsibility under the Workmen's Compensation Act 1923; Employees Provident Fund Act 1952; Maternity Benefit Act 1961; Contract Labour (Regulation & Abolition) Act 1970; Payment of Gratuity Act 1972; Equal Remuneration Act 1976; ESI Act 1948; Minimum Wages Act 1948 or any other similar enactments and rules made there under with up to date amendments in respect of all such personnel shall be that of the service provider. The service provider shall be bound to indemnify the Corporation against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act, 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the contractor or not.
- f) The service provider shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act, 1952 and ESI Act 1948, and the scheme framed there-under in respect of the manpower deployed by him. The service provider shall recover the amount payable by such employees and deposit the same with concerned PF authorities. The Contractor shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act, 1952 and the scheme framed there-under.
- g) In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Govts./Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

3. LIABILITY OF SERVICE PROVIDER FOR LOSSES ETC. SUFFERED BY CORPORATION

- a. The service provider shall be liable for all costs, damages, and expenses suffered or incurred by the Corporation due to the service provider's negligence and un-workman like performance of any services under

this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrance of damages etc. and for all damages or losses occasioned to the corporation due to any act whether negligence or otherwise of the contractors themselves or their employees.

- b. The penalties as described in the service levels under scope of work shall be levied on the service provider.
- c. If any such loss is incurred by Corporation which is not defined service levels or scope of work, then actual market rate of that particular loss shall be finalized and levied as penalty on the service provider. In case, market rates are not available/ loss is un-comparable to monetary terms, then Corporation may forfeit the bank guarantee and can terminate the service provider including debarring them for participation in future tender enquiries.

*** Liability of the Corporation**

In no event shall the Corporation, its officers, directors, employees, agents, or any other subcontractors be liable to the Service Provider, its affiliates, or any third party for any direct, indirect, incidental, special, or consequential damages, whether in contract, tort (including negligence), or otherwise, arising out of or relating to this e-tender, even if the Corporation has been advised of the possibility of such damages.

Furthermore, the total aggregate liability of the Corporation, whether in contract, tort (including negligence), or otherwise, arising out of or relating to this e-tender shall not exceed the total value of the contract awarded to the Service Provider under this e-tender.”

***No Escalation**

Exclusion of Liability:

The Service Provider acknowledges and agrees that it shall assume full responsibility for any wage escalation or related labour cost increases incurred during the performance of services under this Tender and subsequent contract including but not limited to escalation under the Minimum Wages Act or any other statute or law for the time being in force. Wage escalation includes, but is not limited to, increases in wages, salaries, benefits, or any other compensation-related expenses for the personnel involved in delivering the contracted services.

No Liability for Wage Escalation:

The Corporation shall not be liable to the Service Provider for any costs, losses, damages, claims, or expenses directly or indirectly resulting from wage escalation, including, but not limited to, any claims for additional compensation, adjustments, or reimbursements related to wage increases.”

4. FORCE MAJEURE

- (a) The term “Force Majeure”, as used in this Contract, shall only mean:
 - (i) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, military invasion, insurrection of military or usurped power; or
 - (ii) earthquake, flood (excluding normal seasonal rain), tsunami, or any other natural disaster, but excluding weather conditions as such, regardless of severity; or
 - (iii) fire or explosion (being fire or explosion not caused by the negligence of the affected Party or its sub-contractors); or
 - (iv) acts of Government which could not have been reasonably anticipated or controlled which makes performance impossible or impracticable.; or
 - (v) Epidemic and/or pandemic affecting the Services except if the services fall under any exempted category.

(b) No failure or omission by either Party to carry out or to perform any of the terms or conditions of this Contract shall give the other Party a claim against such Party, or be deemed a breach of this Contract, if and to the extent that such failure or omission arises from Force Majeure. The Party prevented from performing due to Force Majeure shall promptly, and in any case within 48 hours, notify the other Party of the nature and anticipated duration thereof and shall use all reasonable endeavors to resume performance of this

Contract as soon as reasonably possible. The Party prevented from performing due to any such cause shall, in addition, furnish the other Party with such information in respect of such cause as the other Party may reasonably require.

(c) If there is delay in performance or other failures by the Successful bidder to perform its obligation under its contract due to event of a Force Majeure, the Successful bidder shall not be held responsible for such delays/failures.

(d) If a Force Majeure situation arises, the Successful bidder shall promptly notify the Corporation in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the Corporation in writing, the Successful bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternate means for performance not prevented by the Force Majeure event.

(e) If the performance in whole or part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

(f) There may be a Force Majeure situation affecting the Corporation also. In such a situation, the Corporation is to take up with the Successful bidder on similar lines as above for further necessary action.

5. INDEMNITY

- a) For all intents and purposes, the Service Provider/ successful bidder/ selected agency/ contractor **shall be the "Employer" within the meaning of different Rules & Acts** in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Corporation.
- b) The Service Provider shall take comprehensive insurance cover, including third party unlimited liability, to insure against loss, damage, death or injury which may occur to any physical property or to any person which may arise out of the performance of the contract or the machinery and equipment deployed by Service Provider. The Corporation shall not assume any liability in this regard and service provider shall indemnify Corporation for any such future claims.
- c) Service provider shall give the Corporation a prompt notification of any claim with respect to any of the indemnities hereunder, accompanied by full details of the circumstances of any incident giving rise to such a claim.
- d) The service provider shall defend, indemnify and hold the Corporation harmless from and against any Claim in connection with any labor laws compliances/ penalties, Taxes which may be levied or imposed on the service provider or its subcontractors by the Government Authority/ State Government/ Local Authority arising out of or in connection with the performance of this Contract.
- e) The service provider shall be liable for, and shall defend, indemnify and hold the Corporation harmless from and against any Claim in connection with:
 - (i) **loss of or damage to the property of the service provider (including, but not limited to, the service provider's Equipment); and**
 - (ii) **death or sickness of or injury to any member of the service provider (including, but not limited to, the service provider's Personnel)**
 - (iii) **arising out of or in connection with the performance of this Contract, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the service provider.**
- f) Bidder (the "Indemnifying Party") undertakes to indemnify CWC (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by -
 - (i) Indemnified Party's misuse or modification of the Service;

- (ii) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
- (iii) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;
- (iv) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or
- (v) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either -
 - i. procure the right for Indemnified Party to continue using it,
 - ii. replace it with a non-infringing equivalent,
 - iii. modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

6. COMPLETION OF THE SERVICES

a) Notification by the service provider: -

- (i) Upon completion of the Services (or any part thereof), the service provider shall notify the Corporation and shall also raise the request for refund of SD/Bank Guarantee along with the no-dues certificate.
- (ii) The Corporation shall inspect the Services as soon as reasonably practicable and advise the service provider whether or not the Services (or relevant part thereof) have been completed in accordance with the Contract.

b) Completion Certificate

- (i) Where the Corporation agrees that the Services (or relevant part thereof) have been completed in accordance with the Contract, the Corporation may issue a completion certificate (the "Completion Certificate") to the service provider.
- (ii) If the Services have not been completed in accordance with the Contract the Corporation may advise the service provider of the steps to be taken for completion and the service provider shall promptly carry out such steps. In the event that the Corporation issues a Completion Certificate which identifies certain minor deficiencies and defects in the Services, the service provider shall ensure that all such deficiencies and defects are remedied or repaired to the Corporation's satisfaction as soon as reasonably practical after the date of the Completion Certificate.
- (iii) Issue of a Completion Certificate by the Corporation shall not relieve the service provider of any of its obligations and/or liabilities under the Contract.

SCOPE OF WORK

The scope of work to be ensured by the service provider during the service provider is as detailed below. The bidders may refer to location details and layout attached with this Tender document at concerned Exhibit. The bidders may also plan site visit for better clarity.

1.A FACILITY MANAGEMENT SERVICE

- a) The scope of work includes sweeping, wet cleaning, and such other activities as may be necessary to maintain acceptable standards of cleanliness within the premises, besides adhering to service levels.
- b) Different **Type of Area** shall include
 - **Indoor Area:** This would include areas like but not limited to Cabins, Corridor, Halls, Service Rooms, Staircase.
 - **High-Intensive Area:** This would include areas like Washrooms, Entrance Lobbies/Receptions.
 - **Outdoor Area:** This would include areas like Lawns, Parking, Roads inside the premises as well as the area surrounding the premises etc.

c) The items/ materials used by the service provider, for providing services and compliance of service levels, are to be arranged by the service provider only. No additional charges shall be payable by Corporation.

d) Various activities, descriptions are as depicted below:

S. No	Scope of Service	Description of Activities
1	Common Areas (Entrance Lobbies/ Reception/ Conference Hall)	The scope broadly covers sweeping, mopping, scrubbing, buffing, glass wiping, dusting of common areas including lift doors; collection of waste material and its disposal as per instructions; Cleaning of water cooler tanks, Air conditioning grills and space underneath water coolers.
2	Staircase and Fire Staircase	The scope broadly includes sweeping of staircases, dusting of skirting top, signages, door handles, latches; cleaning of fire escape doors, ceilings and wall dusts etc.
3	Pantry/Cafeteria	The scope shall include cleaning of water coolers, water dispensers and vending machines; cleaning of cobwebs.
4	Basement/ Parking Area/ Service Areas	The scope shall include removal of grease and dirt stains from the surfaces; cleaning of machine rooms and other sensitive areas floors, walls and ceilings; cleaning of car parking, and Other Service Rooms without affecting the operation of the Equipment.
5	Restrooms	The scope of work shall include sweeping, mopping of the floor and tiles; Acid cleaning of sanitary wares; washing of all the urinals, closets and washbasins; replacing toiletries such as fresheners, naphthalene balls, hand soap, tissue papers etc. as and when required, clean all toilet fixtures and fittings; clearing of the dustbins in the toilets periodically. For ladies washrooms all suitable facilities are to be provided. (As per exhibit 13)
6	Surroundings	<ol style="list-style-type: none"> 1. The scope of work shall include removal of all litter, mud, dust, etc. within the periphery of the building every day, sweeping of all the roads, parking area and open area etc., including the surrounding area of the premises (such as footpath outside the premises etc.) 2. Maintenance of lawns and gardens/ plants and indoor plants. Saplings and planting materials/ equipment shall be provided by Corporation.

S. No	Scope of Service	Description of Activities
7	Exteriors of Building	The scope of work shall include cleaning of glass (of all floors) and other structures with a suitable approved glass cleaner; keeping the terrace clean of all litter; keeping all external signage and external wall & surroundings clean including the roof top area.
8	Seating Area (Indoor/Outdoor)	<ol style="list-style-type: none"> 1. Sweeping and mopping all cabins & area – twice in a day with Dettol water and spray of air refresher. 2. Dusting of all furniture, walls, false ceiling, curtains, venetian blinds early in morning i.e., before 9:00 a.m. 3. Vacuum cleaning of carpets, sofa, cushion chairs. 4. Cleaning, washing & replacing the dustbins from all seating facilities of the officials/ staff/ or from any other location where dustbin has been placed after removing the material from the dustbins and disinfecting it the same is to be positioned as it was.
9	Machinery	The service provider shall arrange satisfactory quantities of following detailed items: - Vacuum Cleaner with attachments (if required), Broom, Mop, Bucket, Dustpan, Duster, Spray Bottles, Rags, Window Cleaner, Toilet bowl Cleaner, Trash bags, Latex Gloves, Wet floor sign, Extension Cords, Tissue Papers at appropriate places and seats of all officials, Floor Cleaning Agent, Ceramic Toilet fittings cleaning agent, Glass cleaning agent, Room/ Toilet fresheners (spray + Solid) , Disinfectant, Mosquito Repellent, Disposable bag for waste, Floor Mopper, Urinal & WC Cleaner, Air Freshener, Oil and Grease Remover, Hand Wash, Toilet Paper or any other equipment seems necessary to complete scope of work satisfactorily.
10	Schedule	<p><u>Daily Schedule:</u></p> <ol style="list-style-type: none"> a) Necessary schedule chart should be installed at relevant places such as toilets, passages etc., and should also be updated regularly. CWC's officials can inspect the same at any time. b) Sweeping and mopping all cabins, floor, passages, parking area, roof and spray of air refresher. c) Dusting of all furniture, seating spaces, items installed on seating spaces, cabins before 9:00 a.m. d) The garbage is to be disposed-off suitably from the premises of the Corporation on day-to-day basis. e) Cleaning, washing & replacing the dustbin after removing the material from the dustbins and disinfecting it. f) Dusting cleaning of doors, windows, glass panes, partitions walls, AC machines, water coolers. g) Cleaning toilets, removing stains on floors & walls, keeping air fresheners, filling liquid soap of approved quality in the morning, keeping urinal cubes. Cleaning & drying toilets every two hrs.

S. No	Scope of Service	Description of Activities
		<p>h) Or any other activity as stipulated in this tender enquiry, if requirement arises.</p> <p><u>Weekly Schedule</u></p> <p>a) Watering/cleaning/proper maintaining to indoor plants as required.</p> <p>b) Washing of floors with soap/stain cleaner, removing of jala /insects from wall ceiling, under tables/chairs/cup boards etc. with vacuum cleaner. Spray of anti-cockroaches/anti insects such as Baygon/ Hit or equivalent, Mosquito repellent etc. as approved by in-charge in office premises.</p> <p>c) Cleaning of Refrigerator, Water cooler, Hot case as per requirement.</p> <p>d) Deep cleaning of carpets, sofa sets, chairs etc. with vacuum cleaner.</p> <p>e) Cleaning taps, wash basins, flushing system, sinks, name plates etc. with help of soap, stain cleaner.</p> <p>f) Cleaning of front, back & side glasses of building facade up to top height of building.</p> <p>g) The Service Provider has to always ensure proper cleanliness of all bathrooms, sanitary fittings and cleanliness of all waste/sewage pipelines and ensure that there is no blockage.</p> <p>h) Any waste/ damaged items/ malwa recommended for disposal by CWC's officials, is to be dumped suitably.</p> <p>i) Cleaning the exterior of the building by using cranes/ suitable arrangements at least one time in a quarter.</p> <p>j) Or any other activity as stipulated in this tender enquiry, if requirement arises.</p>

1.B HOSPITALITY SERVICES

- a) The scope of work of hospitality services includes all activities mentioned hereunder.
- b) The items/ materials to be used by the service provider, for hospitality services shall be provided by Corporation.
- c) Various activities, descriptions are as depicted below:

S. No	Scope of Service	Description of Activities
1	Cabins of officials/ seating space of staff	<ol style="list-style-type: none"> 1. Provide tea, snacks, water bottles, clean utensils etc., to the officials on the floor or building/ visitors as and when desired. 2. Coordinate with the facility management staff to ensure routine cleaning of the cabins of the officials.

S. No	Scope of Service	Description of Activities
		3. Arranging meals, utensils etc., for officials of the concerned floor. 4. Delivering documents, files etc., within the locations, as specified in scope of work as and when desired by the officials. 5. Stitching and binding of records/files/registers of the section. 6. Photocopying and Other miscellaneous work.
2	Hospitality services for guests/ visitors/ officials	1. The services are to be provided in a professional manner and the resources deployed should have ample experience. 2. Cooking food, tea, coffee etc serving to the guests and visitors. However, all items provided by Corporation. 3. Ensuring to upkeep of the provided equipment by Corporation & ensuring neat, clean & hygienic environment. 4. Should always be in proper uniform. 5. Drop off and pick up the officials including other travelling related services.

1.C ADDITIONAL REQUIREMENT OF SERVICE

I) Operation of Corporation's owned/leased Car- At present Corporation have 10 number of own/ lease cars in Delhi & NCR region and requires drivers during 8.00AM-8.00 PM (with additional charges payable for services beyond working hours as per applicable Govt. guidelines and labour laws) which may increase or decrease during the currency of the contract charges are payable as per 1C(II) . (Duties shall remain 06 day working in a week).- (Not Applicable)

II) During the currency of the Contract, CWC may require similar services/ services of hospitality management/ facility management/ services of data entry or tally clerk at locations of CWC within 33 locations of Madhya Pradesh & Chhattisgarh State which shall be provided by the Service provider. The number of Manpower may be increase or decrease during the Contract. The Data Entry Operators/ Tally Clerks shall utilized during prescribed office hours of the concerned office. The location wise details are as hereunder:-

क्र.स.	केंद्र का नाम	वेयरहाउस का पता
1	भोपालएक-	सेंट्रल वेयरहाउस भोपालएक-, भानपुर, छोला रोड, भोपाल -(प्र.म)462038
2	निशातपुरा भोपाल	सेंट्रल वेयरहाउस निशातपुरा, छोला रोड, निशातपुरा, भोपाल -(प्र.म)462038
3	बालाघाट	सेंट्रल वेयरहाउस बालाघाट, गर्गा, बालाघाट -(प्र.म)481001
4	भिंड	सेंट्रल वेयरहाउस भिंड, लहार रोड, इंडस्ट्रियल एरिया, भिंड -(प्र.म)477001
5	बुरहानपुर	सेंट्रल वेयरहाउस बुरहानपुर, बहादुरपुर रोड, बुरहानपुर -(प्र.म)450331
6	छिंदवाडा	सेंट्रल वेयरहाउस छिंदवाडा, जमुनिया गाँव, छिंदवाडा -(प्र.म)480223
7	ग्वालियर	सेंट्रल वेयरहाउस ग्वालियर, लक्ष्मीगंज लशकर ग्वालियर -(प्र.म)474001
8	इंदौरएक-	सेंट्रल वेयरहाउस इंदौर एक-, लक्ष्मीबाई नगर, मंडी, इंदौर -(प्र.म)452002
9	इंदौरतीन-	सेंट्रल वेयरहाउस इंदौर तीन-, नियर लक्ष्मीगंज मंडी, बगरदा रोड, इंदौर -(प्र.म)452001
10	इंदौरचार-	सेंट्रल वेयरहाउस इंदौर चार-, लक्ष्मीबाई नगर, मंडी, इंदौर -(प्र.म)452006
11	इंदौरपांच-	सेंट्रल वेयरहाउस इंदौर -5, सेक्टर इंडस्ट्रियल एरिया सावेर रोड एक -, इंदौर -(प्र.म)452006
12	कटनी	सेंट्रल वेयरहाउस कटनी, पन्ना रोड, कन्थाला, कटनी -(प्र.म)483501

13	खण्डवा	सेंट्रल वेयरहाउस खंडवा, आनंद नगर, खण्डवा -(प्र.म)450001
14	मक्सी	सेंट्रल वेयरहाउस मक्सी, प्लाट नं .28, इंडस्ट्रियल एरिया मक्सी (म -(प्र.465106 जिला शाजापुर (प्र.म)
15	मालनपुर	सेंट्रल वेयरहाउस मालनपुर, R/1-A, इंडस्ट्रियल एरिया गिरोंगी भिंड -(प्र.म)477117
16	मुरेना-I	सेंट्रल वेयरहाउस मुरेनाएक-, जीवाजीगंज मुरेना -(प्र.म)465106
17	मुरेना-II	सेंट्रल वेयरहाउस मुरेनादो-, कृषि उपज मंडी समिति मुरेना -(प्र.म)465106
18	नरसिंहपुर	सेंट्रल वेयरहाउस नरसिंहपुर, कृषि उपज मंडी समिति कैम्पस, नरसिंहपुर -(प्र.म)487001
19	पीथमपुर	सेंट्रल वेयरहाउस पीथमपुर, सेक्टरएक-, प्लाट नं .250, पीथमपुर जिला धार -(प्र.म)454775
20	सांवेर	सेंट्रल वेयरहाउस सांवेर, कृषि उपज मंडी समिति, प्रिमयीसेस सांवेर, जिला धार -(प्र.म) 452006
21	शयोपुर कलांएक-	सेंट्रल वेयरहाउस शयोपुर कलां एक-, स्टेशन रोड, शयोपुर कलां -(प्र.म)476337
22	शयोपुर कलांदो-	सेंट्रल वेयरहाउस शयोपुर कलां दो-, खतौली रोड, निंदा, शयोपुर कलां -(प्र.म)476337
23	सोहागपुर	सेंट्रल वेयरहाउस सोहागपुर, पिपरिया रोड, सोहागपुर, नर्मदापुरम -(प्र.म)461771
24	भाटापारा-I	सेंट्रल वेयरहाउस भाटापारा -I शिव शक्ति राईस मिल के पास, भाटापारा -(ग.छ)493118
25	भाटापारा-II	सेंट्रल वेयरहाउस भाटापारा -2 सुखी रोड, भाटापारा-(ग.छ)493118
26	बिलासपुर-I	सेंट्रल वेयरहाउस बिलासपुर-1 हाउसिंग बोर्ड कॉलोनी के पास, देवरी खुर्द, बिलासपुर -(ग.छ)495004
27	बिलासपुर-II	सेंट्रल वेयरहाउस बिलासपुर-2 , इंडस्ट्रियल एरिया, तिफरा, बिलासपुर -(ग.छ)495001
28	रायगढ़एक-	सेंट्रल वेयरहाउस रायगढ़ एक-, उड़ीसा रोड, रायगढ़ -(ग.छ)496001
29	रायगढ़दो-	सेंट्रल वेयरहाउस रायगढ़ दो-, गढ़ उमरिया, उड़ीसा रोड, रायगढ़ -(ग.छ)496001
30	रायपुरएक-	सेंट्रल वेयरहाउस रायपुर एक-, फ़ोकटपारा फफाडीस, रायपुर -(ग.छ)492001
31	रायपुरतीन-	सेंट्रल वेयरहाउस रायपुर तीन-, भानपुरी इंडस्ट्रियल एरिया, फेक्ट्री के सामने पोस्ट ऑफिस चिरगाँव रायपुर -(ग.छ)492002
32	रायपुरचार-	सेंट्रल वेयरहाउस रायपुर चार-, रावभाटा, पोस्ट वीरगाँव, रायपुर -(ग.छ)492003
33	धमतरी	सेंट्रल वेयरहाउस धमतरी, मजराटोला वार्ड नं -28 भाटगाँव, सोरम रोड धमतरी -(ग.छ) 493776

III) Corporation, whenever required, shall place LOA/ Work Order for these services separately clearly detailing the period, cost, additional Bank Guarantee @5% (as per exhibit 11) of value of additional value of work along with all other supporting documents for the payment. The Terms and conditions of this tender shall also be applicable on the additional LOA/ WO placed by Corporation.

IV) Payment of these additional services shall be made monthly on actual basis (as per Minimum Wages Act) with service charge of 3%. The same shall be purely on requirement basis and Corporation does not guarantee any specified number of months/ specified number of services which may be required in future.

2. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- (i) The prospective bidders may visit the site during office hours, for acquaintance and estimating the quantum of work for quoting the rates.

- (ii) The manpower deployed by the service provider shall maintain absolute discipline & decorum in the premises of the CWC. The police verification & periodic medical fitness is to be conducted by the service provider and should submit the relevant documents whenever desired by CWC.
- (iii) Corporation shall have the right to inspect the premises where services are provided by the service provider at any time. In case of any deficiencies found in the service provided pursuant to such inspection, Corporation would have the right and authority to issue order and directions necessary, including the levy of penalty for the effective implementation of the services.
- (iv) The Service Provider has to deploy and work during holidays, late hours and Sundays as well according to the requirement and convenience of Corporation and the occupants, while ensuring weekly offs of his / her employees as per statutory requirements.
- (v) In case of exigency, Service Provider shall deploy the required number of staff beyond normal duty hours if directed so to carry out the works within the scope of agreement.
- (vi) The Service Provider will be responsible for the conduct and discipline of the deployed staff by him at the Corporation's designated premises responsible for any breaches/violations committed by the persons.
- (vii) Smoking and chewing tobacco etc. are strictly prohibited during working hours. Any of the Service provider's deployed staff found smoking/chewing in the premises shall be removed immediately and shall not be deployed again over the contract duration.
- (viii) The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way, be responsible for settlement of such issues whatsoever. No deployed manpower shall be allowed to stay in the premise unnecessarily after working hours without CWC's permission.
- (ix) The personnel deployed shall undergo medical examination at the expense of the Service Provider to ensure that they are free from any communicable diseases and furnish medical examination certificate as and when called for by the Corporation.
- (x) Only authorized staff of the Service Provider will be allowed entry at the premises of the buyer on production of identity badge.
- (xi) The premises are the property of the Corporation, and therefore, Service Provider is only permitted to enter and manage the premises as long the contract remains valid.
- (xii) In case of any damage, the Service Provider shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Service Provider only.
- (xiii) Service Provider shall be responsible for making good to the satisfaction of the Corporation, any loss or any damage to all structures and properties within the premises of scope of work. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the Service Provider, his employees, agents or representatives, he shall make good the loss as assessed by the Corporation. In such a case, the Service Provider will be liable to replace the item at his own cost or the Corporation shall have the right to recover the loss from the Service Provider's monthly bill. The decision of the Corporation in this matter will be final and binding.
- (xiv) The service provider shall ensure that the manpower deployed should be in Uniform.
- (xv) **Service Performance**
 - (a) The Service Provider shall be solely responsible for maintaining the quality and level of service being provided.
 - (b) The principal point of contact for the issues arising shall be the Service Provider or their representative.
 - (c) The service provider shall maintain complaint register during the tenure of the contract at the relevant places.
 - (d) Service provider shall monitor the attendance of the workers deployed and the quality of service.

3. PENALTIES

In case of non-compliance of the standards of the services, the Corporation would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below: -

- a. Poor quality of the service on the basis of complaints/ inspection: - Penalty equivalent to 1% of the monthly charges shall be deducted.

- b. In case of recovery in more than 03 instances during a month, the contract shall be liable for termination. The decision of CWC, in this regard, shall be final and binding.
- c. Penalties equivalent to 10% of the contract value can only be deducted during the currency of the contract.

4. PAYMENT TERMS

The bidder shall be quoting a consolidated price in the Price Bid for both the services {**the duly filled Exhibit-12 is to be submitted by bidder**} for complete project's proposal, as per scope of work.

1. The payment shall be done on Monthly basis and upon receipt of following: -
 - (i) Digitally Signed GST compliant Tax Invoice.
 - (ii) Performance certificate issued by Admin Section.
 - (iii) Proof of payment of wages and its other statutory compliances of the workers deployed.
2. The payment of additional services, if any (As per Clause 1.C of Scope of Work) shall also be done on monthly basis for which the service provider shall be required to submit the relevant document which shall be detailed in the work order/ LOA awarded to the service provider by Corporation for additional services.
3. Penalties shall be levied on non-compliance of the Service Levels equivalent to amount mentioned therein.
4. Payment will be made by the Corporation within 30 days from the date of acceptance of goods/services.
5. Date of acceptance will be that date on which complete correct bill (having no objection) along with consignee receipts in case of goods /or work certificate issued by the authorized officer in case of service.
6. There shall be no advance payments to be made during the project period.
7. The GST number of Corporation to be imprinted on the invoices i.e., 23AAACC1206D2ZN for Madhya Pradesh and 22AAACC1206D1ZQ for Chhattisgarh State.
8. The bidder shall be required to submit the undertaking **as per Exhibit-9**, in case the bidder is not submitting the e-Invoices.
9. Corporation is aiming towards Zero Paper Usage (ZPU) and accordingly the service provider shall be required to submit digitally signed invoices through BTS of Central Warehousing Corporation.
10. In case of abnormal delay in submission of the bill (i.e., more than 30 days from the due date on which bills should have been submitted), decision of CWC will be final.

EXHIBIT-1

Restriction on Bidder sharing Land Border

(To be submitted only by the bidders sharing land border with India)

UNDERTAKING ON LETTERHEAD

To,

M/s CWC

SUB:

TENDER NO: GEM/_____

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (*Name of Bidder* has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached)

We hereby certify that bidder M/s_____ (*Name of Bidder*) fulfils all requirements in this regard and is eligible to be considered against the tender.

Place: [Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

EXHIBIT-2
Undertaking AND General Details of Bidder

(On Official Letter Head of the Bidder)

Tender Ref. No.: GEM/ _____

Date: _____

1. Undertaking pertaining to Disqualification conditions

1.	Whether your firm or any of its partner/company had been blacklisted by CWC or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid ?	Yes/No
2.	Whether your contract was terminated due to your fault before expiry of Contract period by CWC or any department of Central or State Government or any other Public Sector Undertaking during the last Five years as on the last date of submission of bid ?	Yes/No
3.	Whether any pending/outgoing arbitration/Court cases litigation is ongoing with CWC with regard to any contract as on last date of submission of Bid.	Yes/No
4.	Whether proprietor / any of the partners of the Bidder firm / any of the Director of the Bidder company have been, at any time, convicted by a court, for an offence. Note: If the convicted person is acquitted by a decision of Court, the Bidder will be eligible and to indicate "NO" in this checklist.	Yes /No

Note- While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the Bidder disqualified.

2. Undertaking pertaining to Non-conflict of Interest

I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company, is/are common/ not common (Strike off whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/ Director in other firm who has also applied for pre- qualification against same advertisement, please mention the name of the Firm/Firms.

3. Declaration about relationship with Officer(s) of CWC

Following are the near relative of the Bidder working as Officer in the Central Warehousing Corporation:

Sr. No.	Name of Officer	Designation	Place of Posting	Remarks

4. Un-Conditional acceptance of the Tender Terms & Conditions.

- (i) I/ We hereby confirm that we have gone through and understood the Tender Documents and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent

addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments / assumptions.

- (ii) I/ We further confirm that upon submission of bid we provide un-conditional acceptance towards all clauses/ requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments / assumptions.
- (iii) I/ We also confirm that we have quoted the rates without any condition and deviation.
- (iv) 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.

5. Declaration about Local Content under Make in India (MII) Policy

(ii) We M/s _____ (hereinafter referred to as “Bidder”) certify that I/we have offered the products with local content of ----- %.

(iii) Details of the location(s) at which the local value addition is made are as below: -

Sr. No.	Name and Address of Location

(iv) I/We further certify that, in case we are awarded an order against this tender, the supplies against such order will comply with above indicated Minimum Local Content.

6. The Technical bid and price bid as required have been submitted along with the required documents and same have been signed under signatures of the authorized signatory/sole proprietor.
7. I/ We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the proposed contract appended to the tender document shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document including, the proposed contract as token of acceptance, if desired by CWC and as part of contract in the event of award of contract to us.

8. General Details of Bidder: -

S. No.	Detail	Response by Bidder	
1.	Name of the Bidder		
2.	Constitution of Bidder		
3.	Operational Address		
4.	Registered office address		
5.	Email Address of Bidder		
6.	Contact No. of Bidder		
7.	Details of Authorized Signatory	Name	
		Designation	
		Mobile Number	
		Email ID	
8.	Website		

9.	PAN no.	
10.	GST registration No.	
11.	Details of Sister Concerns: - <ul style="list-style-type: none"> • Name & Address • Activities engaged in by Sister Concern • Names, address & Telephone Nos. of Proprietors / Directors / Partners of Sister Concern 	(Leave empty if not applicable)
12.	Bidder's Bank Details (Which may be used by CWC for refund of EMD, if any).	a) Bank Account No: b) Nature of Account (SB or current): c) Name of Bank & Branch: d) MICR Code No. : e) RTGS code Bank (IFSC Code) : (In case of any error/ wrong bank account details, CWC shall not be liable for any loss to the bidder)

Note:-

1. It should be ensured by the bidder that all the items are duly filled by them and is signed & stamped/ digitally signed by the Authorized Signatory.
2. In case of any field left un-filled, CWC may carry out call of clarification from the bidders. If bidders fail to submit the duly filled, signed & stamped/ digitally signed document then their bid shall be liable for rejection.
3. The bidders having Local Content of less than 20% shall be summarily rejected.

Signature/Digital Signature of the : _____
Authorized Signatory

Name of the bidder : _____

Name of the Authorized Signatory : _____

EXHIBIT-3
Format for Power of Attorney

POWER OF ATTORNEY

(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.

(In case of Consortium/ Joint Venture) {Strike off, if not applicable}

Our firm is a Member/Lead Member of the Consortium of _____, and _____.

Dated this the _____ day of _____ 20

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

(Signature and name of Person Delegating Power of Attorney)

Seal of the Organization

Witness 1:
Name:
Address:
Occupation:

Witness 2:
Name:
Address:
Occupation:

Notes:

- **The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.**

EXHIBIT-4
Format for Annual Turnover and Net Worth

(On the letterhead of the Chartered Accountants firm)

Date: DD-MM-YYYY

To

<Organisation Name>,

Dear Sir/ Ma'am,

This is to certify that M/s _____, having office at _____ are in the business of _____. Their Turnover in each Financial Year during the preceding years (years in words) are as given below:

Financial Year	Turnover (in INR)
Average Annual Turnover	

Further, the net Worth of M/s _____ based on latest Financial Year _____ is Rs. _____ as per their books of Accounts.

(Note: Net Worth means sum total of paid up share capital plus free reserves. Further any debit balance of Profit and Loss Account and Misc. Expenses to the extent not adjusted / or written off, if any, shall be reduced from Reserves and Surpluses.)

[UDIN]

For XYZ & Co, Chartered Accountants

Partner, M.No/ FRN No.

Date:

Place:

EXHIBIT- 5

PERFORMA FOR BID SECURITY DECLARATION

(On Letter Head of Bidder)

Tender Ref. No.: GEM/_____

Date: _____

Whereas.....(name of agency) have submitted bids for.....
(Name of Work)

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents I/we shall be suspended for two (02) years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order,

Date:

(Authorized Signatory)

EXHIBIT-6
Undertaking for Sole proprietary firm

Tender Ref. No.:GEM/_____

Date: _____

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 _____

Place:

Date:

(Authorized Signatory)

EXHIBIT-7
Format for Agreement

(On a Non-Judicial Stamp Paper of appropriate value.)

The Central Warehousing Corporation,-----, having agreed to grant the contract for “Name of work”, in response to the uploading of e-tender by me/us on “Date” . I/ We, (here enter full name and address of tenderer) am/are executing this agreement on and hereby confirm that I/we have thoroughly examined and understood the terms and conditions of Notice Inviting Tender and the Invitation to Tender and Instructions to Tender by the “Central Warehousing Corporation”, Regional Office Bhopal for “Name of Work”

I/we am/are willingly undertaking the said work consequent on the award of work given to me/us by the Central Warehousing Corporation,----- at the rate quoted by me i.e., Rs..... /- which forms part of this agreement and as per terms and conditions of the tender.

I/We, assure the said Corporation that I/We will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. This agreement will remain in force for a period as mentioned in LOA with effect from or the date upto which the contract is extended.

On completion of the agreement period the CWC shall be free either to continue with the tenderer by extending the arrangements for another one year or to part ways with the tenderer after giving three-month advance notice and engage another agency as may be decided by it. The payment for the extension period shall be released as per approved rate only.

(Authorized Officer of the Corporation)

(Authorized Signatory of Tenderer)

01 Witnesses (name and address with ID)

01 Witnesses (name and address with ID)

02 Witnesses (name and address with ID)

02 Witnesses (name and address with ID)

EXHIBIT-8
Format for Service Level Agreement (SLA)

(On a Non-Judicial Stamp Paper of appropriate value.)

This Service Level Agreement (hereinafter referred as "SLA") made at this _____ day of Year between "Name of Bidder", a Company registered under the Indian Companies Act, 1956 and having its registered office at _____ (hereinafter referred to "Name of Bidder" which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the one part and "Central Warehousing Corporation" (hereinafter referred to CORPORATION which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the other part.

Whereas

- A. The CORPORATION represents that it requires services as per the scope of work. (herein after referred to as "AS" for the purpose of its business).
- B. Pursuant to the request of the CORPORATION, the bidder.....has agreed to provide "AS" service to the CORPORATION mentioned hereinafter and shall abide to the Service Levels and Liquidated Damages/ penalty amount as mentioned in this bid document.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

For and on behalf of CORPORATION

For and on behalf of Bidder

: _____

: -----

Title :

Title :

EXHIBIT-9

Format for Declaration related to IRN compliances

<< To be printed on the Letterhead >>

Date: << to be inserted >>

We, << Name to be inserted >> (PAN: << PAN to be inserted >>), hereby declare that the provisions of Notification 71/2019 – Central Tax dated 13 December 2019 read with Notification 13/2020 - Central Tax dated 21 March 2020 and Notification 61/2020 – Central Tax dated 30 July 2020 relating to E-invoicing and generation of Invoice Reference Number ('IRN') do not apply to invoices / debit notes / credit notes issued to us and hence we shall continue to issue our invoices without the reference to IRN, QR code and other requirements that are being made applicable under the notification effective 1 October 2020. We further declare that as and when the provisions related to IRN and QR code are made applicable to us, we shall forthwith intimate << entity name to be inserted >> ('the Company') and issue documents duly complying with the requirements specified under the GST law to the Company from the relevant date. We hereby confirm that the information furnished above is true & correct and acknowledge our obligation to forthwith intimate the Company in the event of any change therein. We also acknowledge our obligation to comply with the said requirements in respect of other documents, besides invoices and debit/ credit notes, issued by us to the Company, as and when notified by the Government. The declaration above has been furnished in respect of all GST registrations held by us (including but not limited to the ones mentioned in the Annexure below) on the date of this letter and shall be deemed to have been furnished in respect of all our GST registrations including GST registrations subsequently obtained by us unless expressly excluded in a communication.

Yours Truly,

For << Name to be inserted >>

Authorized Signatory Name: << Name to be inserted >>

Designation: << Name to be inserted >>

EXHIBIT-10

Format of Pre-Contract Integrity Pact

Tender Ref. No.: GEM/_____

Date: _____

(Compulsory Ink signed on each page and to be submitted along with Technical Bid)

(The same shall be signed on non-judicial stamp paper of appropriate value during agreement signing)

General This pre-bid / pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____

day of the month of _____ between on one hand, the Central Warehousing Corporation (A Govt. of India Undertaking), Regional Office, 75, Arera Hills, Oppst. Kendriya Vidyalay No.1, Bhopal 462011 acting through Regional Manager, Central Warehousing Corporation, Regional Office Bhopal (A Govt. of India Undertaking) (hereinafter called the “CORPORATION” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (Name of the contractor) (hereinafter called **BIDDER** which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CORPORATION proposes to appoint contractor at _____ and the BIDDER is willing to execute the items of work / Section as per schedule of work, the work order issued General conditions of the contract of CWC.

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership firm constituted in accordance with the relevant law in the matter and the corporation is a PSU performing its functions on behalf of the Ministry of Consumer Affairs, Food and Public Distribution, New Delhi, Govt. of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:- Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

[1] Commitments of the Corporation

[1.1] The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange

for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

[1.2] The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

[1.3] All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

[2] In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

[3] Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

[3.1] The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

[3.2] The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.

[3.3] The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

[3.4] The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

[3.5] The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

[3.6] The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical

proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

[3.7] The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

[3.8] The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

[3.9] If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

[3.10] The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION

[4] Previous Transgression

[4.1] The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

[4.2] The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

[5] Sanctions for Violations

Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the CORPORATION to take all or any one of the following actions, wherever required: -

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores / work such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation / rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- vii. To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

[5.1] The CORPORATION will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

[5.2] The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

[6] Fall Clause

[6.1] The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the CORPORATION, if the contract has already been concluded.

[7] Independent Monitor

[7.1] The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission, New Delhi.

[7.2] The CORPORATION has appointed Sh. Sudhanshu Sekhara Mishra, Email – ssmishra.995@gmail.com and Sh. Rajni Kant Mishra, Email rkmishraips84@gmail.com as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

[7.3] The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

[7.4] The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

[7.5] Both the Parties accept that the monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

[7.6] As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.

[7.7] The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

[7.8] The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

[7.9] The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

[8] Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CORPORATION or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

[9] Law and Place of Jurisdiction

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the CORPORATION.

[10] Other Legal Actions

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

[11] Validity

[11.1] The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the CORPORATION and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

[11.2] Should one or several provisions of this Pact out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

[12] The parties hereby sign this Integrity Pact at _____ on _____

Corporation	Bidder
Name of the Officer:	Name of Authorized Signatory:
Designation	Designation
Signature & Stamp: -	Signature & Stamp: -
Signature and Name of Witness 1	Signature and Name of Witness 1
Signature and Name of Witness 2	Signature and Name of Witness 2

EXHIBIT-11

Format of Performance Bank Guarantee

Note:

1. To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank.
2. The expiry date of the BG shall be 60 days beyond the date of expiry of the contract.
3. The date of expiry of **claim period shall be 06 months** beyond the date of expiry of the BG.
4. The Bank Guarantee issuing bank shall send cover for Bank Guarantee issued through SFMS platform to the CWC Banker i.e., ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:
 - i. **MT760 COV for issuance of bank guarantee.**
 - ii. **MT767 COV for amendment of bank guarantee.**
 - iii. **Issuing bank shall mention CWC beneficiary code i.e., CENTRALW27112020 in field 7037 of MT760 COV / MT767 COV.**
 - iv. **The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.**
 - v. **Bank Guarantee submitted without these details shall not be accepted**

BANK GUARANTEE

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank.)

This Deed of Guarantee made this _____ day of _____ between _____ (Name of Bank)

having its registered office at _____ (Place) and one of its local offices at _____ (hereinafter referred to as the “**Surety**”), in favour of Central Warehousing Corporation, a statutory CWC established under the Central Warehousing Corporation Act, 1962, having its Regional Office at 75, Arera Hills, Oppst. Kendriya Vidyalay No.1, Bhopal - 462011 (herein after referred to as “**CWC**”).

WHEREAS M/s _____ (hereinafter referred to as “**Service provider**”) having its registered office at _____ is bound to furnish Performance Guarantee in the form of Bank Guarantee with CWC in connection with the agreement at _____ (name of the Region)

WHEREAS the Service provider as per Clause No. 9 of the Contract has agreed to furnish a Bank Guarantee for Rs. _____.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to CWC hereby undertakes to pay on demand by CWC and without demur and without notice to the Service provider, the said amount of Rs. _____ (Rupees _____).
2. The Surety agrees that CWC, at its option, shall be entitled to enforce this bank guarantee against the Surety as a principal debtor, in the first instance, without

proceeding against the Service provider and notwithstanding any security of other guarantee that CWC may have in relation to the Service provider's liabilities.

3. The Surety guarantee and undertake to pay to CWC within two (2) business days after receipt by CWC, of a demand complying with the requirements of this bank guarantee on first demand in writing any / all moneys to the extent of INR_____ (in words) without any demur, reservation, recourse, contest or protest and without any reference to the Service provider. Any such demand made by Company on the Bank by serving a written notice, shall be conclusive and binding, without any proof whatsoever, as regards to the amount due and payable, notwithstanding any dispute (s) pending before any court, tribunal, arbitrator or any other authority and / or any other matter or thing whatsoever, as Bank's liability under these presents being absolute and unequivocal.
4. For the purposes of Clause 3, "business day" means a day on which commercial banks are open for business in [mention city of the bank branch].
5. This bank guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Service provider and shall remain valid, binding and operative against the Surety. The bank guarantee shall not be discharged by any change in Surety's constitution, constitution of CWC or that of the Service provider or change in appropriate laws.
6. The Surety agrees that CWC shall have the fullest liberty without the Surety's consent and without affecting in any manner, Surety's obligations hereunder to vary any of the terms and Conditions of Contract or to extend time for performance of the Contract by the said Service provider and to enforce, or to forebear to enforce any of the terms and conditions relating to the Contract and the Surety shall not be relieved from its liability by reason of any such variation, or extension being granted to the Service provider or any forbearance, act or omission on the part of CWC or any indulgence shown by CWC to the Service provider or any such matter or thing whatsoever which under the Applicable Laws may, but for this provision, have effect of relieving the Bank.
7. The Surety hereby agree and acknowledge that this guarantee is irrevocable and shall remain in full force till it is fully and finally discharged by CWC in writing or [insert date] whichever is later, and all dues of CWC under or by virtue of the Contract have been fully paid and all its claims satisfied or discharged.
8. The Bank also agrees that this bank guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of Courts at New Delhi.
9. All charges, fees, commission and other costs shall be to the account of the Service provider. Failure of the Service provider to make such payments shall not in any way affect the Surety's obligation under this bank guarantee and CWC shall be paid the money due to it under this bank guarantee without any deduction.
10. The Surety confirms that this bank guarantee has been issued with observance of appropriate laws of India.

11. Notwithstanding anything contained hereinabove:

- (i) Surety's liability under this bank guarantee is limited to INR _____ (in words) and Bank's guarantee shall remain in force until [insert date].
- (ii) Any claim under this bank guarantee must be received by Surety or or before [insert date]. If no such claim has been received by us by the said date, the right of CWC under this bank guarantee will cease.
- (iii) Any letter from the CWC to the Manager, (Insert Branch name) branch of the Surety, under the seal of CWC shall be deemed to be sufficient and valid demand for payment under this bank guarantee.
- (iv) The Bank undertakes not to revoke this bank guarantee before the expiry of this bank guarantee including during extension period, if any.

Cover message for this Bank Guarantee has been sent to CWC bankers i. e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) through Structured Financial Messaging System (SFMS).

In witness whereof, the Surety through its authorized officer has set its hand and stamp on this [insert date] day of [insert month], [insert year] at [insert place of execution].

(Signature)

Full name and official address
with bank stamp

Attorney as per power of
Attorney No.....
Dated

WITNESS No. 1

(Signature)

Full name and official address
with bank stamp

WITNESS No. 2

EXHIBIT-12
Format of the Price Bid

(On official letter head of the bidder)

Sub.: - Price Bid in response to Tender/ Bid reference no. GEM/_____

Item No.	Description	Rates (Excl GST), in INR, in figures	Rates (Incl GST), In INR, in figures
1A	Monthly charges for Facility Management Services		
1B	Monthly charges for Hospitality Services		
Time period		24 months	
(1A+1B) Total Cost (Rates of Item 1A including GST + Rates of Item 1B including GST) x 24		_____ (Incl GST) (Rate to be quoted in figures inclusive of GST for a period of 24 months.)	

1. The Contract shall be awarded to **L1 bidder i.e., bidder quoting the lowest total cost (Incl GST), for a period of 24 months.**
2. The Total Cost (Incl GST) quoted by bidder in price bid format should match to the rate quoted (Incl GST) by bidder on GeM. In case of any difference, the rate quoted by bidder on GeM shall be final and binding. The bidder shall be requested to revise the price bid format to match the rate quoted on GeM failing which the bidders price bid shall be rejected.
3. Corporation shall have right to reject any price bid, if un-justified or otherwise.
4. Corporation may call justification from bidder through GeM in case of any mis-match in the rates quoted by bidder on GeM and in this format.
5. The decision of Corporation shall be final and binding.
6. The charges for the additional services “as per clause 1.C of Scope of Work” shall be paid extra on actual basis.
7. For the services “as per clause 1.C of Scope of Work” shall be governed and payment as per the Payment of Wages Act.

(Authorized Signatory’s sign and seal of Organization/ Digital Signature)

EXHIBIT-13
SERVICE LOCATIONS DETAILS AND LAYOUT

1. The Regional Office Building, 75, Arera hills, oppst. Kendriya Vidyalay No.1, Bhopal-462011.
2. The total area wise details of the main building is depicted below in table.
3. The annex building is having 04 floors and 01 Basement has around 06 washrooms.
4. At each floor of the main building there are approximately 04 big cabins, 10 desks for officials and around 5-8 semi closed cabins.
5. There are approx.25 officials currently working in the Regional Office building.
6. Few details are also depicted below:-

LEGENDS

S. No.	DESCRIPTION	NUMBER	AREA	UNIT	AREA	UNIT
1	TOTAL PLOT AREA	1	10887	SQFT	1012	SQM
2	MAIN BUILDING	1	6651.62	SQFT	618.18	SQM
2.1	BASEMENT	1	1127.65	SQFT	104.80	SQM
2.2	GROUND FLOOR					
	OFFICE AREA	1	1598.51	SQFT	148.56	SQM
	OTHER AREA	1	4573.00	SQFT	425.00	SQM
	WOMEN WASHROOM AREA	1	110.18	SQFT	10.24	SQM
	GENTS TOILET AREA	1	369.93	SQFT	34.48	SQM
			6651.62	SQFT	618.18	SQM
2.3	FIRST					
	OFFICE AREA	1	1598.51	SQFT	148.56	SQM
	OFFICE AREA	1	4683.18	SQFT	435.24	SQM
	GENTS TOILET & WOMEN WASHROOM AREA	1	369.93	SQFT	34.48	SQM
			6651.62	SQFT	618.18	SQM
2.4	SECOND					
	OFFICE AREA	1	1598.51	SQFT	148.56	SQM
	OFFICE AREA	1	4683.18	SQFT	435.24	SQM
	GENTS TOILET & WOMEN WASHROOM AREA	1	369.93	SQFT	34.48	SQM
			6651.62	SQFT	618.18	SQM
2.5	THIRD					
	CONFERENCE HALL AREA	1	1598.51	SQFT	148.56	SQM
			1598.51	SQFT	148.56	SQM
2.6	FOURTH					
	TERRACE MUMTY	1	300.53	SQFT	27.93	SQM
			300.53	SQFT	27.93	SQM
2.7	FIFTH					
	MACHINE ROOM & WATER TANK AREA	1	448.05	SQFT	41.64	SQM
			448.05	SQFT	41.64	SQM

	TOTAL MAIN BUILDING AREA	1	10887	SQFT	1012	SQM

Note: - The above details are just for reference purpose provided to bidder in order to assess their costing. However, the bidders are advised to apply their due diligence for bidding and may also visit the site for detailed study. Any claim on Corporation for misleading information/ inappropriate information in the tender document shall not be entertained. Corporation shall not be liable for any mis-calculations/ any losses of the bidder.

Preface : Agreement representing a Service Level Agreement (“SLA” or “Agreement”) between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .

The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :

1. General Terms and Conditions for Goods and Services;
2. Buyer’s Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document ,

The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

Intended Objectives And Goals of SLA :The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
2. Present a clear, concise and measurable description of service offered to the buyer
3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

Parties To The Agreement

The main stakeholders associated with this agreement are:

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- “Detailed” specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .
- Make sure that specifications are endorsed by key stakeholders .
- Identify mandatory and non-mandatory requirements in scope of work · It should clearly provide the outcomes expected from solution/service delivery .
- The scope of work should mention what the outcome is based upon – time or material?
- A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .
- The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.
- The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .
- Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"

Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.

Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."