# CENTRAL WAREHOUSING CORPORATION (A GOVT. OF INDIA UNDER TAKING) REGIONAL OFFICE: AHMEDABAD



## E-NOTICE INVITING QUOTATION : EMPANELMENT OF VALUERS FOR ARRANGING VALUATION OF LSC/UNCLEARED/ UNCLAIMED CARGO LYING ATCFS/ICD/PBW OR

## ANY OTHER LOCATION WITHIN THE JURIDICTION OF CENTRAL WAREHOUSING CORPORATION, REGIONAL OFFICE, AHMEDABAD.

Last date and time of submission of quotation at CWC's09.05.2024 up to 15:00 Hrs.local CFS/ICDs09.05.2024 up to 15:00 Hrs.

#### **Contacts for Information & Locations authorized for receipt of Quotations:**

		-	=
S/No	Name of CFS/ICD For Receipt of	Name of Section/Unit In-charge	Contacts
	Quotation		
1	CWC-Regional Office, Ahmedabad	Smt. Ruchi, SAM(Project)	M-9327437139
2	CWC-CFS Mundra	Shri Anil Tiwari, Manager (CFS)	M: 8143099805
3	CWC-CFS Kandla Port	Sh. Varun Mohan, Manager (CFS)	M- 9891275079
4	CWC-ICD Dashrath	Shri Vishal Singh , Manager(ICD)	M: 8826150148
5	CWC-ICD Valvada	Smt. Ushaben Patel- Manager-ICD	M: 9033655521

#### PHONE: 079-26580451.

### E mail <u>mahd@cewacor.nic.in</u> Web site: www.cewacor.nic.in NOTICE INVITING QUOTATION

#### For

Empanelment of Government Approved Valuers

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#### **NOTICE INVITING QUOTATION**

#### Subject: NIQ for Empanelment of Govt. Approved Valuers.

Regional Manager, Central Warehousing Corporation, Regional Office, Mahalaxmi Char Rasta, Opp. Unnati Vidyalaya, Paldi, Ahmedabad – 380 007 invites quotations under single bid system from working / interested parties and the bonafide Valuation Service Providers for empanelment of Government Approved Valuers who are empaneled with any Customs Commissionerate, to arrange Inventory & valuation of long standing/ uncleared/unclaimed cargo lying at CFSs/ ICDs/ PBWs or at any other location within jurisdiction of Central Warehousing Corporation, Regional Office, Ahmedabad. The details of invitation of quotation are as follows:

-	To arrange Inventory & valuation of long standing / un-cleared / unclaimed cargo/any type of EXIM cargo lying at CFSs/ICDs/PBWs or at any other location within jurisdiction of CWC, RO, Ahmedabad		
·	Quotation documents will be available for information & reference on website: www.cwceprocure.com, <u>www.cewacor.nic.in</u> and will be sent to valuers empanel with Customs Houses.		
Туре	Physical Quotation		
	Date quotation is available From 23.04.2024 to 08.05.2024 for downloading		
	Last date and time of submission of quotation at CWC-CFS/ICDs 09.05.2024 up to 15:00 Hrs.		
	90 days and further extendable by 30 days from the date opening of quotation		
	<ul> <li>(i) Period of contract shall be initially for <b>Two</b> years from the date of commencement of the contract i.e. the date of execution of the agreement, which will be extendable on same rates, terms and conditions for a further period of <b>one</b> year in two spells of 6 months each at the sole discretion of the Regional Manager, CWC, RO, Ahmedabad.</li> <li>(ii) The above said period of contract will be co-terminus with the validity of empanelment of valuer with Customs Commissionerate and in any eventuality, this sub-clause will prevail on above sub-clause(i).</li> </ul>		
Cost of Quotation( Non-refundable)	Free of Cost.		

#### NOTE:-

[a] If the date fixed for opening of tenders is declared as holiday the tenders will be opened on the next working day following the holiday at the same time.

- [b] If any quotation is withdrawn or modified or any change is made by the quotationer during the period of validity of the quotation before its acceptance, the quotation will summarily be rejected.
- [c] The quotationer while signing the quotation would be deemed to have read and understood all the conditions of the quotation which will be binding on him.
- [d] Intending quotationers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the quotation.
- [e] If the date up to which quotation is open for acceptance happens to be a holiday the quotation will be deemed to remain open for acceptance till the next following working day.
- [f] Conditional quotations will be summarily rejected.
- [g] The Corporation reserves the right either to accept or reject any or all the quotations without assigning any reason thereof.
- [h] The Corporation will make no Advance payments.
- [i] Quotations giving insufficient particulars are liable to be rejected.

#### **REGIONAQL MANAGER**

#### FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the tenderer, along with the Quotation and allied documents)

The Regional Manager Central Warehousing Corporation Regional office,Mahalaxmi Char Rasta, Opp. Unnati Vidyalaya, Paldi, Ahmedabad-380007

Sub: NIQ for Empanelment of Government approved valuer for CWC-RO, Ahmedabad (Guj.)- reg.

Dear Sir,

Please find enclosed herewith our Proposal in respect of the above cited tender, in response to the tender document downloaded by us on \_\_\_\_\_

We hereby confirm the following:

1. The proposal is being submitted by us in accordance with the conditions stipulated in the NIQ. The proposal is a firm and irrevocable offer, and shall remain valid and open for a period of 90 (ninety) days from the last date of submission of the proposal as laid down in this tender document, with provision of extension of thirty days at the sole discretion of Regional Manager, CWC, Ahmedabad.

2. We have examined in detail and have understood the terms and conditions stipulated in the NIQ document issued by CWC. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the tender or in any of the subsequent communications from CWC.

3. The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the NIQ, and is true and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

5. We satisfies the legal requirements and meets all the eligibility criteria laid down in the NIQ.

6. We as the Quotationer, designate Mr./Ms.\_\_\_\_\_ (mention name, designation, contact address, phone no. fax no. etc.), as our representative who is authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into commitments etc. on behalf of the tenderer in respect of the work as specified in the tender.

7. We are registered/Not registered under MSEs.

For and on behalf of:

Date: Place:

> Signature/(s) : Name of the Person/(s): (Authorized Signatory/Signatories)

Designation/(s):

#### ANNEXURE-I

#### **GENERAL INFORMATION & INSTRUCTION TO BIDDER/QUOTATIONER**

#### 1. Eligibility Criteria

(I) Experienced valuers who are Govt. approved Valuer & Empaneled with any Customs Commissionerate for undertaking valuation of longstanding/ un-cleared/un-claimed cargo/ Bonded goods, any type of EXIM cargo/containers, will be eligible for the purpose. The quotationer shall enclose self-certified copy of all relevant documents issued by appropriate Income Tax authority, as proof of Govt. approved valuer and Empanel letter/any such other proof from concern Customs Authority.

# Preference will be given to valuers empaneled in the Customs Commissionerate in Gujarat State.

Offer not accompanied with copy of Govt. approved certificate/letter or such other documents and Empanel letter from concern Customs Authority, as stated above, duly self-attested, shall be summarily rejected.

(II) The participating firm must have a minimum of 3 (three) years of experience in the field of undertaking valuation of longstanding/ un-cleared/un-claimed cargo/ Bonded goods, any type of EXIM cargo/containers lying at ICDs/ CFSs/ Warehouses or other units, under the jurisdiction of-Any Commissionerate of Customs/ Any Major Port Trust/Any Public Sector Undertakings..

Experience should be supported with copies of satisfactory work completion certificate with value of work done. If any contact is ongoing then their period may also certified by the concerned company for satisfactory work being undertaken for the period of work being done/executed.

(III)The Quotationer should have GSTN registration number and will furnish a certified copy of the GSTN registration certificate.

#### 2. Scope of Work

Inventory & Valuation of long standing/ un-cleared/unclaimed cargo/any type of EXIM cargo lying at CFSs/ ICDs/ Public Bonded Warehouses or at any other location in Gujarat within jurisdiction of Central Warehousing Corporation, Regional Office, Ahmedabad. This may include TBBs/ Seized/Confiscated EXIM goods (if instructed/permitted by the Customs) also. For details refer **Annexure-II**.

#### 3. Period of Contract

- (i) Period of contract shall be initially for Two years from the date of commencement of the contract i.e the date of execution of the agreement, which will be extendable on same rates, terms and conditions for a further period of one year in two spells of 6 months each at the sole discretion of the Regional Manager, CWC, RO, Ahmedabad.
- (ii) The above said period of contract will be co-terminus with the validity of empanelment of valuer with any Customs Formations and in any eventuality, this subclause will prevail on above sub-clause(i).

#### 4. <u>Tender Cost, EMD and SECURITY DEPOSIT</u>:

No Tender/Quotation/NIQ Cost. No EMD.

#### SECURITY DEPOSIT:

The successful tenderer shall furnish Security deposit of Rs. 10,000/- (Rupees Ten Thousands Only) to CWC by RTGS / NEFT followed by an Agreement in prescribed format (Annexure-IV) within fifteen days of award. The security deposit referred to above may be forfeited to CWC in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to CWC's other rights and remedies available under law.

The security deposit shall, subject to any deductions that may be made there from, be refunded to the contractor within (12) twelve calendar months after termination or discharge of the contract and on submission of "No Dues Certificate" by the contractor and Concerned Manager (CFS/ICD) under jurisdiction of CWC RO, Ahmedabad.

- 5. General Condition of the Contract shall be as per Annexure-III
- 6. List of ICDs/CFS/ PWB Warehouses with addresses at Annexure-V

#### 7. SUBMISSION OF DOCUMENTS WITH QUOTATION

The offer will be supported with following documents:

- (a) Self-attested Copy of Certificate/Letter issued by appropriate Government(Income tax) Authority showing quotationer as "Government Approved Valuer"
- (b) The quotationer shall submit the self-attested copies of Letter of "empanelment"/any other appropriate document, issued by appropriate Customs Authority.
- (c) Self-attested Experience Certificates showing minimum three years experience for conducting valuation of long standing/ un-cleared/unclaimed/EXIM cargo lying at CFSs/ICDs/ PBWs/ Any other location satisfying Eligibility Criteria[S/No.1-(II)]
- (d) Self-attested copy of GST Registration in the name of quotationer.
- (e) Copy of PAN Card.
- (f) The offer document and its annexures duly signed and stamped on each page by the Authorized signatory of quotationer, failing which offer shall be summarily rejected.
- (g) A self-certificate that the tenderer is not black listed by any Commissionerate of Indian Customs / Major Port Trust/ CFS/ICD or Central / Local Govt., and is not debarred from participation in the tender process, is to be enclosed.
- (h) Valuer's information as per Appendix-I.
- (i) Affidavit of Sole Proprietorship-Appendix-II
- (j) POA(If bidder is not Sole proprietor) Appendix-III
- (k) Undertaking of Disqualification-Appendix-IV
- (1) MSE Declaration- Appendix-IV
- (m)Duly filled in signed & stamped "Rate Bid" in separate Sealed Envelope-Annexure-V.

Quotaion Incomplete in any of above aspect may be liable for rejection. However, Corporation may ignore minor requirement and may ask for any clarification.

#### 8. SUBMISSION OF QUOTAION

Tenderer shall submit their quotation complete in all aspects including duly signed price bid, on or before the scheduled date and time **09.05.2024 up to 15:00 Hrs. at local CWC station**. The tenderers must furnish full, precise and accurate details in respect of information asked for in ANNEXURE-IV attached to the form of tender. Same should be scanned and uploaded.

#### 9. **OPENING OF TENDER**

The quotation shall be opened on 15/05/2024 at 1530 hrs. at the office of the Regional Manager, CWC, Ahmedabad. If the date for opening of tenders happens to be a holiday, the tenders will be opened on the next working day following the holiday.

#### **10. CORRUPT PRACTICES**

Any bribe, commission, or advantage offered or promised by or on behalf, of the quotationer 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.

#### **11. ACCEPTANCE OF QUOTATION**

- (i) The Regional Manager, CWC, Regional Office, Ahmedabad for and on behalf of the CWC, reserves the right to accept/reject any or all Quotation/Bid documents without assigning any reason. Incomplete Quotation ,conditional Quotation, Quotation received late, Quotation not confirming to the terms and conditions, will summarily be rejected.
- (ii) Selected Valuer shall accept the offer in writing within seven days of receipt of offer letter from the CWC, Regional Office, Ahmedabad.
- (iii) Central Warehousing Corporation, Regional Office, Ahmedabad intends to appoint two Valuers to make a panel. Bidder (LI) shall be selected (subject to other terms and conditions). (L2) shall be selected as second Valuer in the panel if he accepts the quotation quoted by the Ll bidder (subject to other terms and conditions). If LI bidder does not accept the offer of appointment within three days of receipt of offer the bid shall be cancelled and L2 bidder shall be treated as LI bidder & so on and if L2 bidder does not accept within 3 days, L3 bidder shall be given such offer and so on.

**REGIONAL MANAGER** 

#### **ANNEXURE-II**

#### SCOPE OF WORK

- 1. The basic responsibility of the Valuation Service Provider is to conduct Inventory & valuation of Long Standing/Un-Claimed/Uncleared Cargo/Containers/ Any type of EXIM/ Bonded cargo/Containers, ripe for auction, which are lying un-cleared at CFSs/ICDs/Bonded Warehouse or any other unit of CWC in Ahmedabad Region (Gujarat State) and which are earmarked for disposal through e-auction under the provision of Section -48 of Customs Act 1962 or other relevant provisions under Customs Act,1962 and Warehousing Corporation Act 1962.
- Service provider has to complete the work of inspection/Inventory of cargo and submission of Valuation report to CWC/Customs within <u>15(Fifteen) days or earlier to comply</u> <u>Customs guidelines/Instructions</u> from the date of issue of letter for valuation by CWC, except where lab test or such other requirement is involved.
- 3. The valuation report submitted by the valuer shall specify (i) wholesale market price and (ii) margin of profit, based on the condition of goods, the fact that no warranty and after sale service is attached to the goods, the size of the consignment etc.. The Valuer shall provide full details of the basis of valuation in their report including physical description and condition of the goods alongwith photograph etc ( to be arranged by the valuer at their own cost) and Methodology used for valuation is to be recorded. Valuation panel should have expert in product line and this fact should be reflected in the valuation report(s).
- 4. The valuation report should be very specific and based on market study / research. All information details in support of valuation should be included in the report.
- 5. The valuer has to arrange Chartered Engineer Inspection and report thereof, if the same is specifically required by the Customs Authority for which separate payment "on actuals" would be made, as agreed. For Chemical Testing, as and when required, the valuer shall be asked to get the same done (from Government/Customs authorized/approved labs) at reasonable rates (by producing three quotations and getting the work done only by the lowest bidder) and the cost of chemical testing shall be reimbursed to the valuer on actual basis against submission of original bills from the testing agency. If lab test is done through Customs/Government Labs, actual Payment against Receipt shall be made by CWC. However, CWC reserves the right to get the chemical testing done on its own as well and the same shall form no basis for any dispute & disruption of work. The valuation report in sealed cover of such cargo which requires chemical testing will be submitted within three days of issuance of test report.
- 6. Necessary assistance towards conducting inspection of cargo will be provided by the concerned Manager of CWC, CFS/ICD/Unit.
- 7. The Valuer shall maintain secrecy of the work assigned to him and his report on valuation. He will not divulge any information that he may come across at any stage of valuation to other.

#### Annexure-III

#### **GENERAL CONDITIONS OF CONTRACT**

#### I. Empanelment of Valuers:

The panel of valuer (s) shall be appointed at the lowest quoted accepted rate of the tender. The lowest quoted accepted rate shall be offered to second & third lowest participants for giving their written consent of acceptance for appointment of valuer (s) failing which it can be offered further to the next lowest and so on.

#### **II.** Responsibility of Valuer:

The successful tenderers/valuer shall be required to undertake all works as mentioned in Scope of Work as stated at General Information and Instructions to tenderer, up to the overall satisfaction of the Corporation, failing which appropriate action as deemed fit (along with imposing penalty, forfeiture of SD including termination of contract, if required) shall be initiated by the Regional Manager, CWC, RO, Delhi. The Valuer shall follow CWC/Customs procedure/guidelines while arranging valuation and shall arrange inspection of goods under overall supervision of CWC Official. The valuer shall include expert of product line in their panel during valuation process and shall incorporate this fact in subject valuation report.

#### **III.** Adherence to the Tender:

- (i) Person or persons signing the tender shall state in what capacity he or they are signing the tender e.g. as sole proprietor of a firm or as a Secretary/Manager/Partner/Director etc. of a firm.
- (ii) The person signing the Quotation form or any documents forming part of the Quotation on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority obtained from such other person or the firm as the case may be, in all matters pertaining to the contract including the Arbitration clause. If the person signing the tender, fails to produce the said power of attorney, the tender shall liable to be summarily rejected without prejudice to any other right of the CWC under the law. The "Power of Attorney" should be signed by all the partners in the case of partnership concern and by the proprietor in the case of proprietary concern and by the person who by his signature can bind the company in the case of limited company or a co-operative society. In the case of Hindu Undivided family the "Power of Attorney" should be signed by the Karta who, by his signature, can bind the firm.

#### **IV.** Amendment of the tender documents:

CWC reserves the right to Amend any condition/requirement of Quotation to comply Customs Guidelines/extend the date of submission and date of opening of Quotation, if considered necessary to allow reasonable time to the valuers in such cases.

#### V. Rights of Corporation:

- a. CWC reserves the right to accept or reject any or all tender in part or in full without assigning any reason whatsoever.
- b. The corporation reserves the right to award the work for valuation of cargo, to any one valuer or appoint a panel of valuers for assigning the job of valuation for one or all the units under the jurisdiction of CWC, Ahmedabad region. The decision of the Regional Manager, Central Warehousing Corporation, Ahmedabad in this regard shall be final and

binding and shall not be questioned by the Quotation. The valuation work shall be assigned by the Corporation, as per requirement, to one or two or all the three valuers from the list of panel of valuers appointed.

#### VI. MSE Policy Preference:

MSE Policy preference shall be allowed as per Govt. Notification dtd. 23.02.2012 and other relevant Guidelines/Instruction of GOI/CWC.

#### VII. Signing of the Contract:

The successful Quotation shall be required to execute an agreement on a non-judicial stamp paper of requisite value with the CWC in the Proforma (Annexure-V) annexed to offer/tender documents within Seven days which can be extended by CWC up to <u>15 days from the issue of Letter of Acceptance.</u>

#### VIII. PERIOD OF CONTRCAT:

(i) Period of contract shall be initially for **Two** years from the date of commencement of the contract i.e the date of execution of the agreement, which will be extendable on same rates, terms and conditions for a further period of **one** year in two spells of 6 months each at the sole discretion of the Regional Manager, CWC, RO, Ahmedabad.

(ii) The above said period of contract will be co-terminus with the validity of empanelment of valuer with Customs Formations and in any eventuality, this sub-clause will prevail on above sub-clause(i).

#### IX. Payment:

- [a] All payments due to Valuer for services rendered against this contract shall be made by ECS / NEFT within 15(Fifteen) days from the date of submission of bills after scrutiny, if found to be in order. Payment will be made after deduction of the Income Tax and any other dues as applicable at source. Payment of bills will be made to the valuer on completion of the work satisfactorily. No Advance Payment will be made. Any queries communicated by the Corporation (CWC) should be resolved promptly to the satisfaction of the department. No Interest is payable by the Corporation in case of any unavoidable delay in settling the bills.
- [b] The contractor shall have to raise the invoices for this contract and shall be paid at the approved rates only. The digitally signed bills/invoices submitted by the contractor through Bill Tracking System (BTS) shall only be considered for payment. Also, the supporting documents, if any, shall also be accepted only if they are signed digitally. The contractor will have to create login ID and password etc. in BTS for submission of bills to CWC.
- [c] The contractor should submit all his bills not later than two months from the date of expiry of the contract so that the refund of security deposit may be speeded up.
- [d] Prices quoted are inclusive of all applicable taxes except GST. GST shall be paid extra applicable rates subject to submission of tax invoice as per rules under GST law. CWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source. Under GST regime, the contractor is required to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Non-compliance would result in mis-matching of claims and denial of input tax credit to CWC.
- [e] Payment for Chartered Engineer Inspection and lab test, if required, will be made on actual as mentioned at S/No.5 of Annexure-II(Scope of Work), against submission of original bills from the testing agency.

#### X. Penalty:

Any financial loss incurred by CWC arising due to any procedural lapses on the part of the Valuer shall be recovered by CWC from the Valuation Service Provider.

XI. Safety: Valuer shall take adequate/mandatory safety precautions to avoid any accident etc.at site and shall be fully responsible for any criminal and civil liabilities. All safety arrangements are to be made by the valuer at his own cost.

#### XII. Termination of the Contract:

The Valuer shall maintain secrecy of the work assigned to them and their report on valuation. They will not divulge any information that may come across at any stage or valuation to others in detriment to the interest of the department.During the currency of the contract, if the services of the successful tenderer/any or all valuers on panel are not found to be satisfactory, CWC reserves the right to terminate the contract with one month prior notice without payment of any compensation or whatsoever.

#### XIII. Security Deposit:

The successful tenderer shall furnish Security deposit of Rs. 10,000/- (Rupees Ten Thousands Only) to CWC by RTGS / NEFT followed by an Agreement in prescribed format (Annexure-IV) within fifteen days of award. The security deposit referred to above may be forfeited to CWC in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to CWC's other rights and remedies available under law.

The security deposit shall, subject to any deductions that may be made there from, be refunded to the contractor within (12) twelve calendar months after termination or discharge of the contract and on submission of "No Dues Certificate" by the contractor and Concerned Managers (CFS/ICD) under jurisdiction of CWC RO, Ahmedabad.

#### XIV. Arbitration:-

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred, or vacating his office or being unable to act for any reason, the Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award. Provided further that any demand for arbitration in respect of any claim [s] of the contractors, under the contract shall be in writing and made within one year of the date of termination or completion [expiry of the period [of the contract and where this provision is not complied with the claim [s] of the contractors shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defence statement. The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the contractors shall be withheld on account of such proceedings. The cost of arbitration shall be borne by parties as per the decision of the arbitrator. The arbitrator shall give separate award in respect of each dispute of difference referred to him. Subject as aforesaid the Arbitration & Conciliation Act 1996 shall apply to the Arbitration proceedings under this clause.

#### **EXPLANATION:**

For the purpose of this Clause, the expression `**Managing Director**' shall include any officer for the time being performing the duties of the Managing Director of the Central Warehousing Corporation, New Delhi.

#### XV. Exit Clause:

The contract between CWC and the successful quotationer /valuers can be terminated by either side with 3 (Three) months advance notice without assigning any reason.

REGIONAL MANAGER Central Warehousing Corporation Regional Office, Ahmedabad

#### ANNEXURE-IV

#### AGREEMENT

The Central Warehousing Corporation having agreed to award the contract of VALUATION SERVICE PROVIDER for un-cleared/Unclaimed/longstanding Cargo/containers/bonded cargo/Any type of EXIM cargo lying at Container Freight Stations(CFSs)/Inland Container Depots (ICDs)/ Bonded Warehouses/ any other units in Ahmedabad Region ( Gujarat State) under the control of CWC, Regional Office, Ahmedabad under the provisions of Section 48 of the Customs Act, 1962 or any other provision under Customs Act,1962 read with and Warehousing Corporation Act 1962, in response to the submission of Letter of Consent to the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad.

I/We \_\_\_\_\_\_ am/are executing this agreement on \_\_\_\_\_\_ and hereby confirm that I/We have thoroughly examined and understood the terms and conditions and General conditions of the E-NIQ No. No. CWC/RO-AHD/ BUSI(EXIM)/ NIQ-Empanelment of Valuer/2024-25 Dated. 03.04.2024, issued the Regional Manager, Central Warehousing Corporation, Regional Office, Mahalaxmi Char Rasta, Opp. Unnati Vidyalaya, Paldi, Ahmedabad – 380 007 for appointment of Valuer and agree to abide by them.

I/We am/are willing to undertake the said work consequent on the approval of the letter of consent submitted online by me/us to the Regional Manager, Central Warehousing Corporation, Regional Office , Mahalaxmi Char Rasta, Opp. Unnati Vidyalaya, Paldi, Ahmedabad – 380 007 at the rate mentioned in the enclosed Annexure-V.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 of 2 (Two) years with effect from the date of execution of the agreement i.e. \_\_\_\_\_\_ which will be extendable on the same rates, terms and conditions for a further period of one year in two spells of 6 (six) months each at the sole discretion of the Corporation. However, the period of contract will be co-terminus with the validity of empanelment of valuer with Customs Formation(s) and if the Empanelment with Customs, is expired/terminated, this contract will also be expired/terminated, as the case may be, without any liability on CWC.

FOR M/S

Witness 1.	
2.	REGIONAL MANAGER
Witness:	FOR CENTRAL WAREHOUSING CORPORATION
1	
2	

#### ANNEXURE-V

#### RATE BID SCHEDULE OF RATES FOR CONDUCTING VALUATION

(The Quotationer /Bidder is required to submit his or her offer/schedule of rates (in Rs.) in the below mentioned format)

I/We -----Address :

offer my/our services for conducting valuation of goods as mentioned in Annexure-II(Scope of Work) kept in storage at various warehouses/ CFSs/ICDs of Central Warehousing Corporation in Gujarat Region. I/We have gone through the terms & conditions of quotation/contract in this regard and agreed for the same. I/We offer the rates for above services, as below :

Cargo type	Valuation fee in figure(Rs.)	Valuation fee in words (Rupees
EXIM/Bonded Goods		
(i) Per Container basis [FCL Container (T or (FEU)]		
(ii)Per Lot Basis [LCL Consignment (TEU (FEU)/Bonded Goods]		PDG FUGGGU
To be submitted in senarate sealed on	volopo	

(To be submitted in separate sealed envelope) Note:

- 1. GST at prevalent rate will be paid separately and should not form part of quoted rates.
- 2. The rates should be conspicuously written in both figures and in words. Any overwriting, correction or insertion should be duly signed by the authorized signatories of the quotationer.
- 3. The rates quoted above will be inclusive all incidental, Conveyance, out of pocket expenses etc. and no other payment will be paid to valuer.
- 4. Any mismatch in figure and words in quote, the low figure/words rate shall be considered.
- 5. L1 quotation/offer shall be decided on the basis on average rate quoted for FCL and LCL cargo [i.e. FCL quoted rate + LCL quoted rate/2] container as mentioned above in the table.

Signature of Tenderer Duly Sealed/Stamped with Name of the Tenderer with address

#### ANNEXURE-VI

S.No.	Name of Centre	Address		
1	ICD Dashrath	Central Warehousing Corporation, Inland Container Depot,		
		Near Indira Colony, National Highway No.8, Dashrath		
		Vadodara-391357.		
2	CD Valvada	Central Warehousing Corporation, Inland Container		
		Depot, Village-Valvada, NH-8 Taluka Umbergaon, Distt		
		Valsad-296105.		
3	CFS Kandla	Central Warehousing Corporation, Container Freight Station,		
		Opp. Custom Bonded Boundary of KPT, Near West Gate		
		No.2,P.B. No.1, Kandla-317310.		
4	CFS Mundra	Central Warehousing Corporation, Container Freight Station,		
		Post Bag No.18 ,Old Bunder Road, Mundra (Kutch)-370421.		
5	CW Pipavav	Central Warehousing Corporation, Container Freight Station,		
		Post Pipavav Port, Taluka Rajula, P.B. No.29, Distt Amerli-		
		365560.		
6	CW Baroda-I	Central Warehouse, Old Chhanni Road, Behind Kiramn		
		Motors Ltd., Vadodara-390002.		
7	Any other center/	enter/location under jurisdiction of RM,CWC,Ahmedabad within		
	Gujarat state, can b	be added, as & when required.		

#### List of ICDs/CFS/ PWB Warehouses with addresses:-

#### Appendix-I

#### **INFORMATION OF BIDDER/QUOTATIONER**

1.	Name of Firm with full address
	Type of Firm Details of Registration
4.	Registered Office Address
5.	E-mail Id:
6.	Contact No.:
7.	PAN Card No.:

8. GST No.:

9. Valuer's Banks details:

- 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)

Place \_\_\_\_\_

Dated \_\_\_\_\_

Name & Signature of Valuer with official Capacity

#### **APPENDIX-II**

#### AFFIDAVIT (For Sole Proprietary Firm) (On letter Head)

I,R/o	do hereby solemnly affirm
and declare as under:-	
i. That I am Sole Proprietor of	(Sole Proprietor Firm Name)
ii. That the office of the firm is situated	
at	

Signature of Tenderer /Quotationer with seal

## APPENDIX –III

#### FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY 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.

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

Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1 :	-	-	Witness 2:
Name:			Name:
Address:			Address:
Occupation:			Occupation:

#### Notes:

[1] 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.

[2] Power of Attorney is to be attested by Notary.

#### **APPENDIX-IV**

#### <u>UNDERTAKING</u> (FOR DISQUALIFICATION CONDITIONS) (On letter Head)

- 1. I\_\_\_\_\_\_,Son/Daughter/Wife of \_\_\_\_\_\_, resident of \_\_\_\_\_\_ employed as \_\_\_\_\_\_\_in the capacity of Owner of the firm/ Director of Company/Partner of the partnership firm do hereby declare that I/we have not been black listed by any Commissionerate of Indian Customs / Major Port Trust/ CFS/ICD/ State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government as on the date of submission of the bid and is not debarred from participation in the tender process.
- 3. I have carefully read and understood all the term and conditions of the tender and undertake to abide by them.
- 4. The information / documents furnished along with the above application are true and correct to the best of my knowledge and belief. I/ We, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
- 5. I/We understand that in case any deviation is found in the above statement at any stage, my/our concern/firm/co. shall be blacklisted and shall not have any dealing with the department in future.

Date:

(Authorized Signatory)

#### **APPENDIX-V**

#### TERMS FOR MICRO & SMALL ENTERPRISES

a. Tender document shall be provided free of cost to Micro & Small enterprises (MSEs).

b. MSEs registered with the agencies for the item/s tendered will be exempted from submission of Earnest Money Deposit (EMD).

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

(i) District Industries Centres

(ii) Khadi and Village Industries Commission

(iii) Khadi and Village Industries Board

(iv) Coir Board.

(v) National Small Industries Corporation

(vi) Directorate of Handicraft and Handloom

(vii) Any other body specified by Ministry of MSME.

d. The MSEs registration should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose an attested / self-certified copy of valid registration certificate failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

e. In case the MSE does not fulfill the criteria at Sr. No(c) and (d) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.

f. Participating MSEs quoting price within price band of H1-15 present shall also be allowed to provide the service by bringing up their price to H1 price in a situation where H1 price is from someone other than a Micro and Small Enterprise. As per Public procurement policy on MSE, considering that this is a non-divisible tender, an MSE quoting within the price band of H1- 15% will be awarded for full/complete work of tender, considering the spirit of policy for enhancing the Government procurement from MSEs subject to bringing up price to H1 rate after negotiation if any, by the MSE concerned.

g. Bidders who are exempted from submission of EMD as per Government of India guidelines i.e., Micro and Small Enterprises (MSEs) should submit the Bid Security.

Signature of the tenderer(s)

#### **APPENDIX-VI**

#### Checklist(Yes/No/NA) Tender for appointment of Valuer

#### Name & Address of the Bidder.....

S/No	Name /Particulars of Documents	Submitted(Yes/No/NA)
1	Self-attested Copy of Certificate issued by appropriate	
	Government(Income Tax) Authority showing quotationer as	
	"Government Approved Valuer"	
2	Self-attested copies of certificate/s issued by Customs declaring	
	him as empaneled Valuer / Chartered Engineer	
3	Self-attested Experience Certificates showing minimum three	
	years experience	
4	Self-attested copy of GST Registration in the name of	
	quotationer.	
5	Copy of PAN Card.	
6	Valuer's information as per Appendix-I	
7	Affidavit, if bidder is Sole Proprietor Appendix -II	
8	POA, If bidder is not Sole proprietor- Appendix -III	
9	Undertaking towards disqualification Appendix -IV	
10	MSE declaration & Certificate thereof Appendix-V	
11	The offer document and its annexures duly signed and stamped	
	on each page by the Authorised signatory of bidder	
12	Duly filled in signed & stamped "Rate Bid" in separate sealed	
	envelope	