





(A Govt. of India Undertaking)





No.B-200/CFS WFD/2022-23

Date 23.07.2022

#### NOTICE INVITING OUOTATION

Central Warehousing Corporation invites sealed Quotation under single bids system from professionally competent and financially sound interested parties for appointment of Service Provider for Container repair/Washing Services at CFS Whitefield as detailed in the terms and conditions of the contract enclosed/attached.

The details are as under: Location of Site:

S/No	Name of Unit	Address
1	CWC- CFS Whitefield	Central Warehouse, Container Freight Station, Plot No. 107-109,
		EPIP, KIADB, Indl. Area, Whitefield, Bangalore – 560 066

The EMD of Rs.5000/- in the form of DD in favour of "Regional Manager, Central Warehousing Corporation" payable at Bangalore, shall accompany the quotations, failing which quotation will not be entertained. The duly signed & filled sealed Quotation (Annexed Terms & Conditions & Annexure-II) may be submitted to CWC on following address on/before 16.08.2022.-1500 hrs to:

The Regional Manager Central Warehousing Corporation, Regional Office, LF - 10, 4th Cross, Nandini Layout, BANGALORE -560 096.

The quotations shall be accepted via post as well, but the service providers are advised to send the quotations well in advance, so that they reach before the date of opening of the quotations. The quotations received late i.e. after 16.08.22 at 15:00 hrs shall be returned unopened to the service providers.

The sealed quotation will be opened on **16.08.2022 at 1530 hrs.**at CWC. RO, Bangalore in presence of the service providers who may wish to be present.

#### For Regional Manager

**Distribution to**: Copy of NIQ forwarded to the officers with the request to arrange for display on Notice Board for wide Publicity.

- 1. The Manager, CWC, CFS, Whitefield / All WHM-CWC Bangalore.
- 2. The Regional Manager, CWC RO\_\_\_\_\_\_for wide publicity on RO and Warehouse notice board.
- 3. Notice Board.





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Date 22.07.2022

#### ANNEXURE-I

## **Terms & Conditions of Service**

- 1. The Service Provider will utilize the workshop area (Max. 50 Sqm) only for washing / cleaning, repairs etc. of the ISO containers on the strength of authorization given to the Service Provider by the shipping line / Steamer Agent and with proper permission from the Manager CFS Whitefield.
- 2. The Service Provider submit a copy of authorization from the individual shipping lines in this regard to the CFS Whitefield for reference and records which should clearly stipulate the validity of such authorization.
- 3. Above arrangements with the Service Provider would be initially for a period of Two years from the date of signing of the agreement and the same shall be extendable on mutually agreed terms and conditions for another one year only. The initial two-year period of agreement and its further extension if any, is subject to escalation of tariff as and when revised by CWC from time to time at the discretion of the Corporation.
- 4. The Service Provider shall be liable to make payment towards rental charges to CWC as per approved tariff (GST or any other Taxes extra) at CFS Whitefield (per month or part thereof on gross area basis), at present tariff fixed is Rs. 200/per sqm per month or part thereof exclusive of GST, which shall be subject to enhancement as decided by CWC from time to time at the discretion of the Corporation.
- 5. In respect of containers which would be entering in the CFS Whitefield for washing etc. from other CFS/CFS / Yards, The Service Provider, shall be liable to make payment towards franchise charges to CWC @ Rs. XXXX per TEU(to be quoted in Anexure-II), for use and occupation of surrounding area for repairs / cleaning to the ISO containers.







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Charges towards Grounding/stacking of containers, shifting of all containers from one location to another location, from container yard to repair / workshop area and any other operations carried out would be charged separately from the users, as per CWC approved tariff by CWC. However, CWC will not be responsible for any delay in shifting of the container due to power failure to facilitate the operations to clean & repair the containers.

- 6. CWC has provided electric points in the workshop. However, The Service Provider will be free to install their equipments in the said workshop space at their cost. The Service Provider shall pay Electricity charges on actual consumption basis, at tariff for the highest slab to be determined by Sub meter to be installed in the Workshop at their own cost. The Service provider shall arrange water required for washing/repair, at their own. CWC shall not be responsible to arrange any water for this purpose. The Service Provider to pay Cess & levy, if any, besides water and electricity charges further during the period of contract if any, repairs / additions are required to be made to the infrastructure of electric and civil and water including drainage, the same have to be arranged by the Service Provider at their own cost and on termination of the contract, the same will remain with CWC on 'as is where is basis' free of charges / cost. The Service Provider shall ensure that the consumption of electricity charges do not exceed the sanctioned load of unit and in case additional load is required, the same will be arranged at the cost of the user The Service Provider.
- 7. The Service Provider shall deposit three months rent in advance as interest free security deposit (EMD can be adjusted) with CWC, which shall be refundable to the Service Provider at the time of vacation of said Workshop after fulfilling all its liabilities. The Security Deposit shall be adjusted against any payments overdue or towards any loss or damage caused to CWC by the Service Provider. The security deposit is not to compensate or adjust any outstanding rent towards subject area and any payment under clause-14.







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- 8. The equipments so installed in the Workshop space by the Service Provider shall be fully and comprehensively insured by the Service Provider for all insurable risks at their own cost.
- 9. The payment of Workshop space rent will be made by the Service Provider by the 7<sup>th</sup> of every month in advance. It is also agreed that in normal course such bills would be submitted to the Service Provider by the Manager, CFS-Whitefield by the 3<sup>rd</sup> day of every month. In case the payment is delayed / not made by 10<sup>th</sup> day of the month, interest @18% per annum will be charged and will be payable by the Service Provider.
- 10. The Service Provider will ensure to carry on their operations in the said workshop space under the overall discipline of CWC and shall also abide by various laws inforce. The Service Provider will also assume the responsibility for any damages to the property due to their negligence while the same remains under their occupation & use.
- 11. CWC agrees to allow the Service Provider to carry out their operation round the clock on all working days. In case the Service Provider is required to work on holidays, they would be required to give advance intimation to Manager including compliance of prescribed procedure as laid down by CWC.
- 12. The Service Provider shall be entitled to remove its goods, fittings, fixtures etc. at their own cost and hand over the workshop area to CWC after restoring it in the same condition in which is existed at the time of commencement of the agreement. However, any additions (Civil works) to the electricity, water and drainage facility will not be allowed to be removed by the Service Provider on termination of the contract.







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- 13. The Service Provider shall have to **pay GST and any other tax levied,** at rates prescribed from time to time as applicable by Central / State / Local Body in respect of operations carried out during washing / cleaning / repairing etc. The service providers who do not possess GST are not eligible to participate in the present NIQ.
- 14. The Service Provider shall deploy efficient skilled manpower for repairs, cleaning & washing of the containers who will be equipped with the necessary safety equipments, dresses commensurate to the safety norms for such jobs. The Service Provider to indemnify the Corporation against all claims, demands, made against and / or loss caused and / or damages, suffered and / or cost, charges / expenses incurred to and / or penalty levied and / or any claim due to injury to or death of any person and / or loss or damage caused or suffered to property owned or belonging to the CWC including containers assigned for such facilities.
- 15. All the users at CFS Whitefield have their choice to use / not use the facilities of the Service Provider, similarly the Corporation may at its discretion allow other such operators to provide similar efficient services.
- 16. The Service Provider agrees and abides to provide / deploy the skilled workforce, with prescribed safety standards to handle the job as per prescribed / established trade practice and indemnify the loss of lives / property / levies if any as per law in force.
- 17. The arrangement can be terminated by either party by giving three month advance written notice or charges in lieu thereof. However, in case of breach of any provision/condition of agreement by the Service Provider, CWC reserves the right to terminate the contract at any point of time without assigning reason (s). However, the right will be exercised with due compliance to principle of natural justice.







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18. All disputes and differences arising out or in any way touching or concerning this Agreement whatsoever, shall be referred to the sole arbitrator to be appointed by the Managing Director of CWC from the panel so maintained by CWC. The decision of the arbitrator in this regard shall be final & binding on both parties. Subject to above, Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings under this clause.

Signature of Service provider

#### NOTE:

- 1. Each page of quotation is to be signed by the party agreeing to the conditions.
- 2. The Service providers should have valid GST No. and PAN No.
- 3. The sealed quotation should accompany EMD, Company profile, and experience in field.
- 4. The professionally experienced Service providers, who will quote higher rate in Annexure-II will be treated as "Successful Service providers" and offer will be issued to them for commencement of work. Offer needs to be confirmed by party within a week time, failing which EMD shall be forfeited.
- 5. The successful party shall execute an agreement with CWC (within fifteen days of their confirmation/before commencement of contract, whichever is earlier) confirming compliance to all above said conditions.
- 6. The last date of submission of quotation is 16.08.2022-1500 hrs at CWC, Regional Office, LF-10, Circular Road, Near RBI Staff quarters, Nandini Layout Bangalore-560077.
- 7. The Regional Manager, CWC, RO, Bangalore shall have right to reject any or all quotation without assigning any reason thereof.

Name of Service Provider/Name of Firm

Signature of Service providers

Contact no with person Name and E-mail ID







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Annexure-II

From		
To, The Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore-380007.		
Sir,  I/we quote the rate towards franchise charged words) per TEU, for use an repairs / cleaning to the ISO containers in respect of containers. Whitefield for washing etc. from other CFS/CFS / Yard	ad occupation of surrounding area for iners which would be entering in the	
I/we thoroughly examined and understand the Terms & Conditions as mentioned in the Notice Inviting Quotation vide No: B-200/CFS WFD/2021-22 Date 23.07.2022 and shall be abide by us. It is also certified that the Company neither debarred nor blacklisted by any Government /PSUs Organization.		
	Signature of Service provider With full address of the firm & with rubber stamp	
Contact no with person Name and E-mail ID		
•		
GST No.		

## **MEMORANDUM OF AGREEMENT**

THI	IS AGREE	EMENT is r	nade o	n this	day o	f	20
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reque work	sted CWC	for provide <b>Wash</b>	ling O <mark>լ</mark> ing, R	which is es meant for in pen area of the contract of the contr	*_SMT at ning Servi	CFS , Wh	nitefield , for O Containers.
held Whit cond	in the mat	ter, CWC a <b>VI/s</b>	grees t	o provide <b>ope</b>	n area of	*S	SMT at CFS,
1.	cleaning, given to	repairs etc M/s	c. of th	utilize the wo e ISO containe by the shipp Manager, CFS	ers on the sping line /	strength of Steamer A	authorization
2.			regard	nit a copy of I to the Manage clearly stipulate	r, CFS WH	ITEFIELI	of for reference
3.	of Two y	ears from the	he date	M/s of joining at <b>C</b> lagreed terms an	FS , White	efield and	the same shall

of tariff even before two years period, by CWC from time to time at the discretion of the Corporation.

- 4. M/s\_\_\_\_\_shall be liable to make payment towards rental charges to CWC as per approved tariff (presently @ Rs.200/- Per SQM/Month), (GST or any other Taxes extra) at CFS WHITEFIELD (per month or part thereof on gross area basis) which shall be subject to enhancement as decided by CWC from time to time at the discretion of the Corporation.
- 5. In respect of containers which would be entering in the CFS WHITEFIELD for washing etc. from other CFS / Yards, M/s\_\_\_\_\_\_\_, shall be liable to make payment towards franchise charges to CWC @ -- (Rs.- - only) per TEU in respect of CFS Whitefield, for use and occupation of surrounding area for repairs / cleaning to the ISO containers. The FEU will be equivalent to 2TEU.

Charges towards GRE, shifting of all containers from one location to another location, from container yard to repair / workshop area and any other operations carried out would be charged separately from the users as per CWC approved tariff. However, CWC will not be responsible for any delay in shifting of the container due to power failure/reasons beyond control, to facilitate the operations to clean & repair the containers.

CWC has provided electric points in the workshop. However, The Service 6. Provider will be free to install their equipments in the said workshop space at their cost. M/s shall pay Electricity charges on actual consumption basis, at tariff for the highest slab to be determined by Sub meter to be installed in the Workshop at their own cost. M/s shall arrange water required for washing/repair, at their own. CWC shall not be responsible to arrange any water for this purpose. M/s\_ pay Cess & levy, if any, besides water and electricity charges further during the period of contract if any, repairs / additions are required to be made to the infrastructure of electric and civil and water including drainage, the same have to be arranged by The Service Provider at their own cost and on termination of the contract, the same will remain with CWC on 'as is where is basis' free of charges / cost. The Service Provider shall ensure that the consumption of electricity charges do not exceed the sanctioned load of unit and in case additional load is required, the same will be arranged at the cost of the user The Service Provider.

7.	M/s shall deposit three months rent in advance as interest free security deposit (EMD can be adjusted) with CWC, which shall be
	refundable to M/sat the time of vacation of said Workshop
	after fulfilling all its liabilities. The Security Deposit shall be
	adjusted/forfeited against any payments overdue or towards any loss or
	damage caused to CWC by M/s The security Deposit is not
	compensate or any outstanding rent towards subject area and any payment under clause-14 or breach of agreement by M/s
8.	The equipments so installed in the Workshop space by M/sshall
	be fully and comprehensively insured by M/s for all insurable risks at their own cost.
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9.	The payment of Workshop space rent will be made by M/s by the 7 <sup>th</sup> of every month in advance. It is also agreed that in normal course
	such bills would be submitted to M/sby the Manager, CFS.
	Whitefield by the 3 <sup>rd</sup> day of every month. In case the payment is delayed / not
	made by 10 <sup>th</sup> day of the month, interest @18% per annum will be charged and
	will be payable by M/s
10.	M/swill ensure to carry on their operations in the said
	workshop space under the overall discipline of CWC and shall also abide by
	various laws in- force. M/swill also assume the responsibility
	for any damages to the property due to their negligence while the same
	remains under their occupation & use.
11.	CWC agrees to allow M/s to carry out their operation round the
	clock on all working days. In case M/s is required to work on holidays, they would be required to give advance intimation to Manager
	including compliance of prescribed procedure as laid down by CWC.
12.	M/sshall be entitled to remove its goods, fittings, fixtures etc. at their own cost and hand over the workshop area to CWC after restoring
	it in the same condition in which is existed at the time of commencement of
	the agreement. However, any additions (Civil works) to the electricity, water and drainage facility will not be allowed to be removed by M/s
	on termination of the contract.

13.	M/sshall have to pay GST and any other tax levied, at rates prescribed from time to time as applicable by Central / State / Local Body in respect of operations carried out during washing / cleaning / repairing etc. The services providers who do not possess GST are not eligible to participate in the present NIQ.
14.	M/sshall deploy efficient skilled manpower for repairs, cleaning & washing of the containers who will be equipped with the necessary safety equipments, dresses commensurate to the safety norms for such operations. M/s to indemnify the Corporation against all claims, demands, made against and / or loss caused and / or damages, suffered and / or cost, charges / expenses incurred to and / or penalty levied and / or any claim due to injury to or death of any person and / or loss or damage caused or suffered to property owned or belonging to the CWC including containers assigned for such facilities.
15.	All the users at CFS Whitefield have their choice to use / not use the facilities of M/s, similarly the Corporation may at its discretion allow other such operators to provide similar efficient services.
16.	M/sagrees and abide to provide / deploy the skilled workforce, with prescribed safety standards to handle the job as per prescribed / established trade practice and indemnify the loss of lives / property / levies if any as per law in force.
17.	The arrangement can be terminated by either party by giving three month advance written notice or charges in lieu thereof. However, in case of breach of any provision/condition of agreement by M/s, CWC reserves the right to terminate the contract at any point of time without assigning reason(s). However, the right will be exercised with due compliance to principle of natural justice.

•	Subject to above, Arbitration and Conciliation Act, 1996 shall bitration proceedings under this clause.
	FOR & ON BEHALF OF
WITNESS:	M/s
1	
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	FOR & ON BEHALF OF
WITNESS:	CENTRAL WAREHOUSING CORPORATION
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All disputes and differences arising out or in any way touching or concerning

this Agreement whatsoever, shall be referred to the sole arbitrator to be appointed by the Managing Director of CWC from the panel so maintained by CWC. The decision of the arbitrator in this regard shall be final & binding

18.