



## CENTRAL WAREHOUSING CORPORATION

(A GOVT. OF INDIA UNDERTAKING)

REGIONAL OFFICE: No. 9, Pallavi Complex,

Mission Road, BANGALORE - 560 027

Phone No. 22233111, 22222066 Fax: 22216885

E-mail: [rmbler@cewacor.nic.in](mailto:rmbler@cewacor.nic.in) Website: [www.cewacor.nic.in](http://www.cewacor.nic.in)



No. E-106/Out Sourced-H.K./2017

Date:10.01.2017

### E-Tender Notice

The Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore invites **online e-tenders** under two bid system from professionally competent and financially sound interested parties for appointment of regular contractor for supply of manpower at Regional Office and its Units in Karnataka State as detailed below:

Sl. No.	Type of Personnel	Total
1.	Quality Control Assistants (QCA)	01
2.	Tally Clerks	04
3.	Driver	01
4.	Electrician	01
5.	Un-skilled Casual Workers (PCS work) & Technical / Quality Control work at warehouses	18 28
6.	Un-skilled Casual Workers (House Keeping)	14

**Note:** The number of Manpower of different categories of personnel mentioned above is only tentative and subject to change during currency of the contract.

\* Location of warehouses enclosed vide Annexure-I

Scope of work	Supply of manpower at Regional Office and its Units in Karnataka State	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on website: <a href="http://www.tenderwizard.com/CWC">www.tenderwizard.com/CWC</a> , <a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a> , <a href="http://www.cprocure.gov.in">www.cprocure.gov.in</a> and <a href="http://www.tenderhome.com">www.tenderhome.com</a>	
Tender type	Open	
Schedule of E-Tender	Document downloading date and time	From 1500 hrs on 10.01.2017 to 05.02.2017 upto 2359 hrs.
	Pre bid Meeting	12.01.2017 - 1130 hrs at CWC, RO, Bangalore
	Last date and time of online bid submission	From 17.01.2017 to 06.02.2017 1100 hrs.
	Physical submission or through e-payment of EMD and tender cost.	1100 hrs. on 06.02.2017
	Date and time of online technical bid opening	1130 hrs. on 06.02.2017
	Date and time of online price bid opening	Will be intimated later on.
<b>Bid validity period</b>	90 days and with a provision for further extension of validity period upto 30 days in one or more spell at the sole discretion of the Corporation.	
Period of contract	Two years, extendable by six months at the discretion of the Corporation	
Cost of tender	Rs. 1,000/- (Rupees one thousand only)	
Processing fee	Rs. 1265/- Inclusive of Service Tax of 15%. Payment will be through e-Payment/NEFT only and no Demand Draft will be accepted towards processing	

	fee.	
Details for making RTGS/NEFT payments	Name of the Account Holder: <b>Regional Manager, Central Warehousing Corporation,</b> Savings Bank Account No. 039210100036394 Name of the Bank: Andhra Bank Branch Address: NR Road Branch, Bengaluru-560 0002 IFS Code: ANDB0000392	
Estimated annual value of contract		Rs. 1,10,00,000/-
EMD and SD	EMD : Rs. 1,20,000/-	Security Deposit : Rs. 6,00,000/-

**Mode of payment of Cost of Tender and EMD :-**

1. By way Demand Draft: Cost of tender and the EMD is in favour of Central Warehousing Corporation. Both the Demand Drafts should be physically furnished or sent by Post/Courier on or before **1100 Hrs of 06.02.2017. Also scanned copies of demand drafts to be uploaded along with technical bid.**
2. By way of E-Payment: By using Credit Card, Debit Card and through internet Banking;
3. By way of NEFT/RTGS: Through the Banks by downloading the Challans available in the website. **This mode of payment may take two to four working days, hence, the tenderers are advised to make sure that the payment reaches to CWC's account on or before 1100 Hrs of 06.02.2017.**

Details of scanned copies of documents required in TECHNICAL BID (Original should be produced as and when called for):-

- a) Entire tender document including the instructions to the tenderers duly signed at each page by the authorized signatories to be uploaded along with technical bid.  
Note: Rate should not be filled in while uploading tender document in technical bid.
- b) Copy of the Income Tax PAN number of the Tenderer.
- c) Copy of the Employees Provident Fund Registration number.
- d) Copy of the ESI Registration number.
- e) Copy of the Service Tax Registration number.
- f) Turnover from Manpower Supply contract for previous 3 years. ( ` )
- g) Experience certificate as per clause 3(i) and (ii) of General Information to Tenderer.
- h) Copy of partnership deed / Memorandum and Articles of Association (By laws / Certificate of Registration etc., as applicable (As per clauses 6 (b) of General Information to tenderer.
- i) Authority/authorization letter of person signing the Tender.
- j) Copy of Registration of firm in case of Proprietorship/partnership.
- k) A certificate duly signed by authorized signatory that they are not ineligible as per clause 5 of General Information to tenderer.
- l) Copy of Labour License issued by Labour Department / Commissioner.
- m) Bank statement for the last six months.

**NOTE AND OTHER DETAILS:-**

1. Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tampered/ altered/manipulated during verification, then the EMD of the bidder shall be forfeited and he/they himself/themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.
2. Bidders who wish to participate in the e-tendering will have to procure valid Class 3 Digital Security Certificate as per Information Technology Act, 2000. Bidders can procure this certificate from any

Certifying Authority. Details of certifying authorities can be obtained from [www.cca.gov.in](http://www.cca.gov.in). The digital signature certificate is normally issued within eight to ten working days. The interested bidders are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired; the bidders are advised to get it renewed immediately.

3. **DOWNLOADING OF TENDER DOCUMENT:-** The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website.
4. **SUBMISSION OF TENDER:-** Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. **No offer in physical form will be accepted** and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.

**INFORMATION FOR ONLINE PARTICIPATION AND GENERAL CONDITIONS :-**

1. Internet site address for e-Tendering activities will be [www.tenderwizard.com/cwc](http://www.tenderwizard.com/cwc). Can be seen and downloaded at CWC's website [www.cewacor.nic.in](http://www.cewacor.nic.in) , [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.tenderhome.com](http://www.tenderhome.com).
2. Bidders who wish to participate in online tender have to register with the website through the “**new user registration**” link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
3. Bidders who wish to participate in e-tender need to fill data in pre-defined forms of **Technical Bid, Price Bid in Excel format** provided.
4. After filling data in pre-defined forms, bidders' needs to click on final submission link to submit their encrypted bid.
5. The tenders are to be submitted in two parts, Part-A containing **Technical Bid** and Part-B **Price bid (Fill the Rates in the appropriate Cells provided)** through e-tender process only.
6. Intending tenderers are advised to visit the places of operations for acquainting themselves with the nature of work in their own interest before submitting the tender.
7. Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry.
8. The Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore reserves the right to accept/reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tender.
9. **Intending tenderers are advised to participate in pre bid meeting on 12.01.2017 – 1130 hrs. at Central Warehousing Corporation, Regional Office, Bangalore-560 027 to familiarize themselves about statutory payments to be complied with and mode of bidding.**

Any clarification regarding online participation, they can contact :-

M/s Karnataka State Electronics Development Corporation Ltd.,  
No. 29/1, Race Course Road, Bangalore-560001  
Bangalore: 080-40482000 Mr. Nandish : Mobile No. 9686115328

REGIONAL MANAGER

**CENTRAL WAREHOUSING CORPORATION  
REGIONAL OFFICE  
BANGALORE**

**TENDER DOCUMENT FOR APPOINTMENT OF  
A CONTRACTOR FOR PROVIDING  
QUALITY CONTROL ASSISTANTS (QCAs),  
TALLY CLERKS, DRIVER, ELECTRICIAN,  
UN-SKILLED CASUAL WORKERS FOR PCS  
AND OTHER WORKS ETC.**

**VISIT US AT OUR WEBSITE  
[WWW.CEWACOR.NIC.IN](http://WWW.CEWACOR.NIC.IN)**

**PART – A**

**TECHNICAL BID**

**THE TENDER FORMAT IS ISSUED IN DUPLICATE  
(ONE COPY SHALL BE RETAINED BY THE TENDERER)**

Receipt No.....

Dated.....

**Cost Rs. 1000.00**

**CENTRAL WAREHOUSING CORPORATION, REGIONAL OFFICE,  
No. 9, Pallavi Complex, Mission Road, Bangalore – 560 027.**

**INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR PROVIDING “QCAs, TALLY CLERKS, DRIVER, ELECTRICIAN AND UN-SKILLED CASUAL WORKERS FOR PCS AND OTHER WORKS, ETC., IN CWC, REGIONAL OFFICE, BANGALORE AND ITS FIELD UNITS IN KARNATAKA”.**

- A. Last date for sale of Tender up to 2359 Hrs on 05.02.2017
- B. Last date for receipt of Tender up to 1100 Hrs on 06.02.2017
- C. Technical Bid to be opened at 1130 Hrs on 06.02.2017

**NOTE:** If the date fixed for opening of tender is declared a holiday, the tenders will be opened on the next working day following the Holiday but there will be no change in the time for opening indicated above.

- D. Tender to remain open for acceptance for 90 days and with a provision for further extension of validity period upto 30 days in one or more spell at the sole discretion of the Corporation inclusive of date of opening (technical bid).

**Note:**

- (1) Regional Manager, Central Warehousing Corporation, Bangalore may, at his discretion, extend this date by a fortnight and such extension shall be binding on the tenderers.
- (2) If the date up to which the tender is open for acceptance is subsequently declared to be a closed holiday/Sunday, the tender shall be deemed to remain open for acceptance till the next working day.

- E. Price bid of only technically qualified Tenderers shall be opened on a date to be intimated later.
- F. Tender form can also be downloaded from CWC website [www.cewacor.nic.in](http://www.cewacor.nic.in). Where the tender form has been downloaded from the website, tenderer shall enclose along with the technical bid, a DD/pay order for Rs. **1000.00** (Rupees One thousand only) drawn in favour of Central Warehousing Corporation payable at Bangalore towards the cost of tender document. Such of those downloaded tender forms, submitted without DD (towards cost of tender document) shall not be accepted.

**The Regional Manager for and on behalf of Central Warehousing Corporation reserves the right to reject any or all tenders without assigning any reason.**

### **Invitation to Tender**

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation) the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore invites Tenders under Two Bid system from Contractors/Agencies having three years experience and expertise in providing man power to Central Govt./State Govt./PSUs/Large Private Companies for providing QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS and other works, for Central Warehousing Corporation, Regional Office, Bangalore and its field units in Karnataka for a period of **two years** which can be extended for a further period of **six months** on same terms & conditions.

Signature of Regional Manager  
Address:

## **GENERAL INFORMATION TO TENDERERS**

### **1. Object of the Contract**

The Contractors shall provide Quality Control Asstt. (QCAs), Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS & other works, as and when instructed by the Regional Manager, Regional Office or any officers acting on his behalf.

2. The Contract, if any, which may arise from this Tender shall be governed by the terms and conditions of the Contract as set out in the invitation/General information to the Tenderers and as given in this Tender Form and its Annexures and Appendices.

### **3. Qualification conditions for Tender:**

- (i) Tenderer should have experience in Manpower Supply services of QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS and other works, to Central Govt./State Govt./PSUs/Large Private Companies for a period of atleast three years during the period of preceding 5 years.
- (ii) Experience Certificate shall be produced from customers mentioned in 3(i) above stating satisfactory execution and completion of the Contract(s) besides duly certifying nature of Manpower supplied, period of Contract, number of personnel supplied and value of Contract.

### **4. Qualification of Personnel to be engaged and rates of wages:**

The rates of wages in respect of the required category of jobs, to the incumbents would be as per the Minimum Wages fixed/notified by the Central Labour Department of the Central Government from time to time.

The service charges may be quoted in terms of percentage of Minimum Wages (excluding Service Tax).



Sl. No	Type of Personnel	Essential Qualifications	Mention category under which Minimum Wages fixed/notified by the Central Govt. (e.g. Skilled, Semi skilled, non-skilled etc.)
1	QCAs	Degree in Agriculture or Degree with Zoology, Chemistry or Bio-Chemistry as one of the subjects.	<b>CONSTRUCTION – HIGHLY SKILLED</b>
2	Tally Clerk	Higher Secondary (10+2) passed with a minimum typing speed of 30 words per minute preferably with experience in office work and computer knowledge.	<b>CONSTRUCTION – SKILLED</b>
3	Driver	Higher Secondary (10+2) passed	<b>CONSTRUCTION – SKILLED</b>
4	Electrician	Higher Secondary (10+2) passed with Diploma in Ele. Eng.	<b>CONSTRUCTION – SKILLED</b>
5	Un-skilled Casual Worker	For attending Pest Control Service Work / Quality Control / Technical Work at field units in Karnataka	<b>CONSTRUCTION – UN-SKILLED</b>
6	Un-skilled Casual Worker – House Keeping	At CWC, Regional Office, Bangalore and CFS, Whitefield	<b>SWEEPING &amp; CLEANING – UN-SKILLED</b>

#### 5. Disqualification Conditions:

- (i) Tenderer who have been blacklisted or otherwise debarred by CWC or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years, whichever is earlier.
- (ii) If the proprietor/any of the partners of the Tenderer Firm/any of the director of the tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment such tenderer will be ineligible.
- (iii) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as per Proprietor, Partner in another Firm, or as Director of the company etc.,) will render the Tender disqualified.

- (iv) A Hindu Undivided Family (either as a Proprietor or partner of a firm) shall not be entitled to apply for Tender. Any Tender submitted in the capacity of Hindu Undivided Family (either as a Proprietor or partner of a firm) shall be summarily rejected.

## 6. Instructions of submitting tender

The instructions to be followed for submitting the tender are set out below:

- (a) The tenderer must fill up and sign the forwarding letter in the format given in **Appendix-I**.

### (b) Signing of tenders :

- (i) Person(s) signing the tender shall state in what capacity he is, or they are signing the tender, e.g. as sole proprietor of a firm or as a partner of a partnership firm or as a Secretary, Manager/Director etc., of a Limited company. In the case of partnership firms, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the Contract. An attested copy of the partnership deed should be furnished along with the tender. In case of a limited company, the names of the Directors shall be mentioned, and an attested copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be attached to the tender along with a copy of the Memorandum and Articles of Association of the Company. In case of proprietor ship firm, attested copy of registration of firm needs to be submitted.
- (ii) The person signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a Registered firm, shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person, or the Registered firm, as the case may be, in all matters, pertaining to the Contract. If the person so signing the tender fails to produce the said power of attorney, tender shall be summarily rejected without prejudice to any other right of the Corporation under the Contract and law.
- (iii) The "Power of Attorney" should be signed by all the partners in the case of a partnership concern; 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 a limited company. The entire tender document must also be signed on each page by the authorized person.

## 7. Earnest Money

- (i) Each tender must be accompanied by an Earnest Money of Rs. 1,20,000.00 (Rupees One lakh twenty thousand only) in the form of a Demand Draft/Pay Order issued by a nationalized/Scheduled Bank drawn in favour of the Regional Manager, Central Warehousing Corporation payable at Bangalore. Tender not accompanied by Earnest Money shall be summarily rejected. The tenderer shall be permitted to tender on the express condition that in case he resiles, or modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the Contract and law, and tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc., besides forfeiture of EMD. The Corporation in its sole discretion may debar the tenderer from participating in any other tender enquiry in CWC for a period of 5 years.
- (ii) The Earnest money will be returned to all unsuccessful tenderers within a period of 30 days from the date of issue of the acceptance letter and to a successful tenderer after he has furnished the security deposit; if he does not desire the same to be adjusted towards the security deposit. However, in case the tender is disqualified during technical evaluation, the Earnest Money will be refunded within 15 days of technical disqualification of the tender. No interest shall be payable on Earnest Money, in any case.

## 8. Security Deposit :

- (i) The successful tenderer shall furnish, within fifteen working days of acceptance of his tender, security deposit of Rs. 6,00,000.00 (Rupees Six lakhs only) for the due performance of his obligations under the Contract. The successful tenderer, shall however have the option to pay 50% of the security deposit within the above mentioned period and the remaining 50% by deduction 5% from each admitted bill, under the Contract. Security Deposit will be accepted through Demand Draft/Pay order issued by a nationalized/scheduled bank drawn in favour of the Regional Manager, Central Warehousing Corporation payable at Bangalore.
- (ii) In case of failure of tenderer to deposit the security deposit within 15 working days of acceptance of his tender further extension of 07 working days can be given by Regional Manager subject to levy of penalty @ 1% of security deposit.

- (iii) The Security Deposit furnished by the tenderer will be subject to the terms and conditions given in the tender and the Corporation will not to be liable for payment of any interest on the Security Deposit.
- (iv) In the event of the tenderers failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date including extension period his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another Contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the Contractor will be recovered from the Contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The Corporation in its sole discretion may debar the tenderer from participating in any other tender enquiry in CWC for a period of 5 year. After the completion of prescribed period of five years, the party may be allowed to participate in the future tenders of CWC provided all the recoveries/dues have been effected by the Corporation and there is no dispute pending with the Contractor/party.
- (v) If the successful tenderer had previously held any Contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.
- (vi) Upon satisfactory performance of the services and on completion of all the obligations by the Contractor under the terms of the Contract and on submission of "No Demand Certificate" from the Warehouse Manager/Regional Manager, CWC, Regional Office, Bangalore or by an officer acting on his behalf, the Security Deposit will be refunded to the Contractor subject to deductions, if any from the Security Deposit as may be necessary for recovering the claims of Central Warehousing Corporation against the Contractor. The Central Warehousing Corporation will not be liable for payment of any interest on the Security Deposit.
- (vii) **Forfeiture of Security Deposit:**

In the event of termination of Contract as envisaged in clause X of Annexure-I, the RM, shall have the right to forfeit the entire or part of the amount of Security Deposit, deposited by the Contractor or to appropriate the Security Deposit or any part, thereof, in or towards satisfaction of any sum due to the claimed for any damages losses, charges, expenses or costs that may be suffered or incurred by the Corporation.

#### **9. DOCUMENTS REQUIRED TO BE ATTACHED WITH TENDER:**

All documents as stated in Appendix-II shall be submitted by the tenderers with Technical Bid.

**10. Submission of tender**

- a) The tender shall be submitted in two parts, viz., Technical Bid and Price Bid.
- b) The original copy of the tender along with documents required under Technical Bid is to be kept in one sealed envelope super scribed 'A' – Technical Bid and the price bid will be kept in another sealed envelope super scribed 'B' – Price Bid. Both the bids then will be kept in another sealed envelope super scribing "Tender No..... for Appointment of placement Agency' and addressed to ..... with the name and address of the tenderer.
- c) The envelope containing the Technical Bid shall include the following:
  - (i) The tender document alongwith all its Annexures & Appendices duly signed on each page by the tenderer.
  - (ii) Earnest Money Deposit.
  - (iii) Documents as per Appendix-II and Clause 9 (Document required to be attached with tender).
- d) Tender which do not comply with these instructions or conditional tenders shall be summarily rejected.
- e) The Tender Form shall be filled in by Tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing should be duly initialed by the authorized signatory with stamp.
- f) It should be clearly understood by the Tenderer that no opportunity shall be given to them to alter, modify or withdraw any offer at any stage after submission of the tender.

**11. Opening of Tenders:**

The technical bid will be opened in the office of the Regional Manager, CWC, Bangalore at the fixed time and the date indicated in the NIT. The tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the technical bid. Price bids of only those tenderers shall be opened whose technical bids qualify, at a time and place for which notice will be given. The tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids.

**12. Corrupt Practices :**

Any bribe, commission, or advantage offered or promised by or on behalf, of the tenderer to any officer or official 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 of, or on behalf of, the tenderer will also make his tender liable to rejection.

13. Central Warehousing Corporation reserves the right to reject any or all the tenders without assigning any reason. The successful tenderer will be intimated of the acceptance of his tender by a letter/telegram/fax/email.
14. In case of any indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
15. If the information given by the tenderer in the Tender Document and its Annexures & Appendices is found to be false / incorrect at any stage, Central Warehousing Corporation shall have the right to disqualify/summarily terminate the Contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

**ANNEXURE-I**

**TERMS AND CONDITIONS GOVERNING CONTRACTS FOR PROVIDING QUALITY CONTROL ASSISTANTS (QCAs), TALLY CLERKS, DRIVER, ELECTRICIAN AND UN-SKILLED CASUAL WORKER FOR PCS & OTHER WORKS IN CENTRAL WAREHOUSING CORPORATION, REGIONAL OFFICE, BANGALORE AND ITS FIELD UNITS IN KARNATAKA.**

**I. Definitions:-**

- i) The term 'Contract' shall mean and include the invitation to tender, incorporating also the instructions to tenderer, the tender, its Annexures, Appendices, acceptance of tender and such general and special conditions as may be added to it.
- ii) The term 'Contractor' shall mean and include the person(s), Registered Firm or company with whom the Contract has been placed including their Heirs, Executors, Administrators and Successors and the permitted Assignees as the case may be.
- iii) The term 'Contract Rates' shall mean the rates of payment accepted by the Central Warehousing Corporation.
- iv) The term 'Corporation' wherever occur, shall mean the Central Warehousing Corporation established under Warehousing Corporations Act 1962 and will include its Managing Director and its successor(s).
- v) The term 'Regional Manager' shall mean the Regional Manager of the Central Warehousing Corporation, Regional Office, Bangalore under whose administrative jurisdiction, in CWC, where the QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS & other works, have to be provided fall.
- vi) The term 'Office' shall mean the Central Warehousing Corporation, Regional Office, Bangalore and its warehouses belonging to or in occupation of the Corporation at any time.
- vii) The term 'Worker' shall mean QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS & other works.

**II Parties to the Contract :**

- (a) The Parties to the Contract are Contractor and the Central Warehousing Corporation represented by the Regional Manager, Regional Office, Bangalore and/ or any other person authorized and acting on his behalf.

- (b) The person signing the tender, or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to warrant that he has the authority to bind such other person or the firm, as the case may be, in all matters pertaining not the Contract. If, at any stage, it is found that the person concerned had no such authority, the Central Warehousing Corporation may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages.
- (c) Notice or any other action to be taken on behalf of the Central Warehousing Corporation may be given /taken by the Regional Manager or any officer so authorized and acting on his behalf.

### **III. Constitution of Contractors :**

- a) Contractor shall, in the tender, indicate whether they are a Sole Proprietary concern or a registered/partnership firm or a private limited company or a public limited company. The composition of the partnership, or names of Directors of Company, as applicable shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.
- b) If the tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for terminating treating it as breach of Contract by the Contractor with consequences flowing there from.
- c) The Contractor shall notify to the Corporation the death/resignation of any of their partner/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the Contract.

### **IV Subletting:**

The Contractor shall not sublet, transfer or assign the Contract or any part thereof.

### **V Relationship with third parties:**

All transactions between the Contractor and third parties shall be carried out as between two principals without reference to the Corporation in any event. The



Contractor shall also undertake to make the third parties fully aware of the position aforesaid.

## **VI Liability for Personnel:**

- (a) All persons employed by the Contractors shall be engaged by him as own employees in all respects and all rights and liabilities under the Contract Labour (R&A) Act, 1970, or the Indian Factories Act, or the Employees Compensation Act, or Employees Provident Fund & Miscellaneous Provisions Act, 1952 or Minimum Wages Act and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The Contractor shall be bound to indemnify the Corporation against all the claims whatsoever, in respect of his personnel under the Employees Compensation Act, 1923 or CPF & MP Act or ESI Act or any statutory modification thereof or otherwise for or in respect of any damage or compensation or penalty or interest payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
- (b) Contractor shall also comply with all Rules and Regulations/Enactments made by the State Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws.
- (c) The Contractor shall during the period of Contract pay not less than minimum wages to the QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS & other works, engaged by him throughout the term of the Contract. Minimum wages shall mean the rates notified by appropriate authority and prevailing at the time of submission of tender for the work as amended from time to time. The Contractor shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated under the Employees Provident Fund Act, 1952 and the scheme and the rules framed there under. The Contractor shall also make available such returns / records as may be prescribed and or demanded for inspection by RPFC and to the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore or any officers authorized by CWC. The Contractor shall also maintain necessary Records and Registers as per Minimum Wages Act, 1948 and Central Rules made there under i.e. Register of fines and Register of deduction for damage or loss caused to employer by the neglect or default of the employed person, Annual Return, O.T. register for workers, Muster Roll, Abstract of the Act & Rules to be displayed on the Notice Board.
- (i) The Contractor shall be liable for making contributions in accordance with the provision of the Employees Provident Fund & Miscellaneous Provisions Act, 1952,

and the scheme framed there under in respect of the workers employed by him. The Contractor shall recover the amount payable by such employees under the said act and the amount of the members contributions together with an equal amount of his contributions be deposited with the appropriate authority every month. Contractor has to submit a certificate of having deposited the contributions be deposited with the appropriate authority along with bill every month. If, on account of the default of the Contractor in making/depositing such payments or for any other reason, the Corporation makes such contributions on behalf of the Contractor, the CWC shall be entitled to set off against the amount due to the Contractor, the contributions made by it on account of his default in making payments or otherwise in respect of the workers employed by the Contractor.

- (ii) The Contractor shall maintain inspection note book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The Contractor shall also make available the same when asked for inspection to the Officers of the Regional Provident Fund Commissioner and to the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore or Officer authorized by him or acting on his behalf.
  - (iii) The Contractor will have to submit the prescribed Returns, Records and other documents to the designated authority under the DPF & MP Act, 1952 and the Scheme framed there under. In case of his failure, CWC will be at liberty to withhold the pending bills, Security Deposit etc., and or any other payments due to the Contractor.
  - (iv) 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 Govt./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 and Wage Slip publication of the Scale of Wages and other terms of employment, inspection and submission of Periodical Returns and all other matters of like nature.
- (d) The Contractor shall comply with the provisions as regards to provision of canteen/rest room, latrine, urinal, washing facilities, first-aid facilities, weekly-off, attendance allowance etc. as contained in the Contract Labour (R&A) Act, 1970 and other applicable laws as amended from time to time.
- (e) Tenderer whose tender is accepted by the Corporation shall immediately apply for licence (if applicable) to the prescribed Licensing Authority in terms of Section 12 of the Contract Labour (R&A) Rules, 1970 before entering upon any work under the Contract. The

Contractor shall also obtain temporary licence whenever required under Rule-32 of the relevant rules in cases where he intends to employ more persons in number than that mentioned in the regular licence for short durations not exceeding 15 days. The Contractor shall make an application for renewal of the regular licence at least two months before expiry of the regular licence. The Contractor shall also get the temporary licence renewed whenever necessary. If for any reason the application for a licence is finally rejected by the licensing/appellate authority, the Contractor shall be liable to be terminated at the Risk and Cost of the (Contractor) and the decision of the Regional Manager, CWC, Bangalore in this behalf shall be final and binding on the Contractor. Every Contractor shall also abide by all the provisions of the Contract Labour (R&A) Act, 1970 and the Rules framed there under. Any liability arising on CWC out of the Contract, CWC is entitled to recover the same from the Bills/Security Deposit of Contractor.

- (f) The Contractor shall be solely responsible for the Redressal of grievances/resolution of disputes relating to person deployed by them. CWC shall, in no way be responsible for settlement of such issues whatsoever. CWC shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by Contractor in the course of their performing the functions/duties or payment towards any compensation.
- (g) For all intents and purposes, the Contractor shall be the “Employer” within the meaning of different Labour Legislation in respect of personnel so employed and deployed in the Office of CWC. The persons deployed by the Contractor in the Office of CWC shall not have claims of any master and servant relationship nor have any Principal and Agent relationship with or against CWC.
- (h) In case of termination of this Contract on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and will have no claim for any absorption in the regular or otherwise capacity in the office of CWC. Contractor should make this known to persons deployed by him.
- (i) The personnel deployed by the Contractor shall be the employees of the Contractor and shall neither claim nor shall be entitled to any pay, perks and other facilities admissible to casual, adhoc, regular/confirmed employees of CWC during the Contract or after expiry of the Contract.
- (j) Any liability arising out of accident or death of any personnel while on duty shall be borne by the Contractor.

## **VII. Bribe, Commission, Gift etc.**

An act of bribe, gift of advantage given, promised or offered, by or on behalf of the Contractor, or any one of their Partners/Directors/Agents or Officials, or any person on his or her behalf

to any Officer, Officials, Representative or Agent of the Corporation, or any person on his or their behalf for showing any favour of forbearing to show any disfavour to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the Corporation and the Contractor shall be liable to reimburse the Corporation of any loss or damage resulting from such cancellation.

#### **VIII. Period of Contract**

- (i) The contract shall remain in force for a period of **two years** from the date of issue of acceptance letter which can be extended for a further period of **six months** at same rates, terms & conditions.
- (ii) The Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore reserves the rights to terminate the contract at any time during its currency without assigning any reasons thereof by giving thirty days notice in writing to the contractor at the notified address and the contractors shall not be entitled to any compensation by reason of such termination. The action of the Regional Manager, CWC, RO, Bangalore under this clause shall be final, conclusive and binding on the Contractor.

#### **IX. Liability of Contractor for losses suffered by Corporation**

The contractor shall be liable for all costs, damages. Registration fees charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and unworkman like performance of any services under this contract or breach of any terms of the contract or failure to carry out the work under the contract and for all damages or losses occasioned to the Corporation or in particular to any property belonging to the Corporation due to any act, whether negligent or otherwise of the contractor or his employees. In addition, the RM can also at his discretion impose a penalty of Rs. 500/- per day per official in the event of non supply of workmen within seven days of requisition. The decision of the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore regarding such failure of the contractor and their liability for the losses, etc suffered by the Corporation and the quantification of such losses, shall be final and binding on the Contractor.

#### **X. Summary termination of the contract:-**

- (a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore shall be at liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and

- cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred by the Corporation.
- (b) Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore shall also have without prejudice to other rights and remedies, the right, in the event of breach by the contractor of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and / or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges expenses or cost that may be suffered or incurred by the Corporation due to the contractor's negligence or unworkman like performance of any of the services under the Contract.
- (c) The contractor shall be responsible to supply adequate and sufficient QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS & other works, "under the contract in accordance with the instructions issued by the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore or an officer acting on his behalf. If the contractor fails to supply the requisite number of QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS & other works, the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore shall at his entire discretion, without terminating the contract be at liberty to engage other agency at the risk and cost of the contractor(s), who shall be liable to make good to the Corporation all additional charges, expenses, Cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain, resulting from entrustment of the work to another party. The decision of the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore shall be final and binding on the Contractor(s).

## **XI. Recovery of losses suffered by the Corporation**

- a. The Corporation shall be at liberty to reimburse themselves for any damages, losses, charges, costs or expenses suffered or incurred by him due to contractor's negligence and un-workman like performance of services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time thereafter may become due, to the contractor under this or any other contract with the Corporation. In the event of the sum which may be due from the contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractor as aforesaid shall be deducted from the security deposit, furnished by the contractor should this sum also be not sufficient to cover the full amount claimed by the

Corporation, the contractor shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.

- b. In the event of termination of this contract, or in the event of any breach or any of the terms and conditions of this contract by the contractor, the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore shall have the right to forfeit the entire or part of the amount of Security Deposit of the Contractor or to appropriate the security deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation. The decision of the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore in respect of such damages, losses, charges, expenses or cost shall be final and binding on the Contractor(s).

## **XII. Responsibilities of the Contractor**

- (a) The contractor, shall carry out all items of services assigned or entrusted to him by the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore or an officer acting on his behalf and shall abide by all instructions issued to him from time to time by the said officer. He shall render the services to the satisfaction of the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore or an officer acting on his behalf together with ancillary and incidental duties, services and operations as may be indicated by the said officer(s) and are not inconsistent with the terms & conditions of the contract. The contractor shall always be bound to act with responsible diligence and in a businesslike manner and to use such skill as expected from men of ordinary prudence in the conduct of their activities.
- (b) Only trained, qualified and experienced (refer clause 4 of general information to tenderers) QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS & other works, will be supplied by the contractor to the CWC. Contractor will furnish the required information and the documents relating to qualification, experience of the personnel deployed to the Corporation. The contractor shall be responsible for leave, uniforms, bonus and other fringe benefits to the personnel supplied by him and also provide identity cards to all personnel deployed.

The contractor personnel should not be drug addict/ or use pan or liquor or smoke in the CWC's premises.

- (c) The CWC will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel provided by the contractor. The contractor will be the employer of the QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS & other works and the CWC will have no concern/liability whatsoever in respect of their services.
- (d) The contractor is liable to provide trained, qualified and experienced personnel as described at clause XII (b). Upon termination of the contract, the contractor is liable to remove all his personnel from the premises of the CWC failing which CWC will be entitled to stop all payments due to the contractor.
- (e) The contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from negligence, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore shall have the right to ask for the removal of any employee of contractors who in his opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc., by the contractors, their servants and agents or representative shall be final and binding on the contractors.
- (f) The contractor shall intimate to the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore or officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on behalf in day to day working of the contract. It shall be duty of such representative (s) to call at the office of the Regional Manger or an officer acting on his behalf, every day and generally to remain in touch with them to report the progress and generally to take instructions in the matter.
- (g) Police verification of the workers be submitted within a period of one month on entering into the contract for a further period of up to a maximum of three months on the request made by the contractor. In the case of change of any worker, payment of wages for new worker will be released only after submission of police verification.
- (h) The contractor is liable to disburse the minimum wages to the personnel engaged for CWC on the following month by 5<sup>th</sup> but not later than 7<sup>th</sup> failing which Rs.100/- per worker per day will be deducted from the bill(s). If the wages to the workers not paid by 10<sup>th</sup> of the following month the contract is liable to be terminated and security deposit will be forfeited.

- (i) The contractor will not tag any condition whatsoever, including payment of its bills, with the timely disbursement of wages to the personnel engaged.
- (j) At the end of the year, EPFO generates statements of accounts of individual member account reflecting opening balance, contributions, withdrawals, interest and closing balance etc. The contractor may distribute these annual statements of accounts in the Warehouse / Regional Office.
- (k) The contractor shall be under obligation to make cashless payment of wages to workers i.e., by Account Payee Cheque, RTGS, NEFT, Internet Banking Cards, Aadhar enabled system, Unifield Payment Interface (UPI), mobile banking etc. He shall keep record of payment and on Wage Book / Register, the worker's signature as proof of payment of wages shall be obtained.

### **XIII. Set – off**

Any sum of money due and payable to the contractor (including security deposit refundable to the contractor) under this contract may be appropriated by the Corporation and set off against any claim of the Corporation under this contract or any other contract made by the contractor with the Corporation.

### **XIV. Book Examination**

The contractor shall, whenever required, produce or cause to be produced for examination by the Regional Manager or any other officer authorized by him in this behalf, any cost or other accounts books, vouchers, receipts, letter, memoranda or writing, 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. The decision of the Regional Manager on the question of relevancy of any document, information or return shall be final and binding on the contractor. The contractor shall produce the required documents, information and returns at such time and place as may be directed by the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore.

### **XV. Volume of works**

Subject as hereinafter mentioned, the Corporation does not guarantee any definite number QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS & other works required by the Corporation at any point in time, or throughout the period of the contract. However, tentative estimated requirement is as mentioned in tender notice.

### **XVI. Payment**



- a) The contractor shall pay minimum wages to the workman. Contractor shall be responsible for making all statutory payments EPF, ESI etc. The contractor will be paid the quoted service charge quoted by him and minimum wages and the service tax as applicable.

The contractor shall abide by all statutory provisions applicable to the contract and make all necessary statutory payments for which he will submit a certificate every month along with bill of having made all statutory payment including all taxes to concerned authorities.

- b) Payment will be made by the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore on submission of pre-receipted bills in triplicate, duly supported by attendance certificates issued by the Regional Manager/ Warehouse Manager, or an officer acting on his behalf, as the case may be. Contractor shall also submit copies of payment sheets of workmen duly verified by RM/ Warehouse managers or an officer acting on his behalf as the case may be with his bill.
- c) Contractor will submit one consolidated bill every month by 5<sup>th</sup> of the next month. Payment will be released within 15 days from the date of submission of bill.
- d) Contractor shall submit the copy of receipted challan for the service tax amount paid to him along with his next month's bill failing which service tax claimed in the current month bill will not be paid. Besides 10% of the bill amount will be withheld additionally.
- e) The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.

## **XVII. Rates**

- i) The contractor shall quote his service charges for providing QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS & other works as percentage on minimum wages applicable on the date of submission of tender. The contractor is not entitled to claim any enhancement of service charge on any account during the tenure of the contract. No escalation whatsoever shall be admissible.
- ii) In case the minimum wages are revised upward, the contractor will only be entitled to the quoted service charges on enhanced wages.

## **XVIII. Force Majeure**

The contractor will not be responsible for delays which may arise on account of reason beyond their control of which the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore shall be the final judge. Strikes by contractor's workers on

account of any dispute between the contractors and their workers as to wages or otherwise will not be deemed to be a reason beyond the contractors control and the contractor shall be responsible for any loss or damage which the Corporation may suffer on this account.

**XIX. Dispute Resolution/ Arbitration**

All disputes or differences arising out of or in any way touching upon or concerning the contract whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director of the Corporation. The award of such arbitrator shall be final and binding on the parties to the contract. Subject as aforesaid the Arbitration and Conciliation Act, 1996 and the rules made there under as amended from time to time shall apply to arbitration proceedings under this clause.

Explanation – For the purpose of this clause, the expression “Managing Director” shall include any officer of the time being performing the duties of Managing Director of the Central Warehousing Corporation, New Delhi.

**Appendix- I**

**FORWARDING LETTER**

Recent photograph of tenderer

From..... (full name & address of the tenderer)\_\_\_\_\_

The Regional Manager  
Central Warehousing Corporation  
Regional Office  
Bangalore.

Dear Sir,

**Sub: Submission of tender for supply of Manpower.**

1. I submit the sealed tender for appointment as contractor for providing QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS & other works, for a period of **two years** which can be extended for a further period of six months on same rates, terms and conditions.
2. I have thoroughly examined and understood all the terms & conditions as contained in the tender document, invitation to tender, General information to tenderer and its annexure & appendices and agree to abide by them.
3. I agree to keep the offer open for acceptance up to and inclusive of \_\_\_\_\_ and to the extension of the said date by a fortnight in case it is so decided by the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore. I shall be bound by communication of acceptance of the offer dispatched within the time. I also agree that if the date up to which the office would remain open is declared a holiday for the Corporation the offer will remain open for acceptance till the next working day.
4. Demand Draft / Pay Order no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on the (bank) \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words) in the name of Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore and payable at Bangalore is enclosed as earnest money. In the event of my Tender being accepted I agree to furnish Security Deposit as stipulated in the Tender.
5. I do hereby declare that the entries made in the Tender and Appendices/ Annexures attached therein are true and also that I shall be bound by the act of my duly Constituted Attorney.
6. I hereby declare that my Firm / Company has not been blacklisted or otherwise debarred during the last five years by the Central Warehousing Corporation, or any other public sector undertaking or any Govt., for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule or Administrative Instructions.
7. I hereby declare that no contract entered into my Firm/ Company with the Central Warehousing Corporation, or any other public sector undertaking or any Government, has been terminated before the expiry of the contract period at any point of time during the last five years.

8. I hereby declare that the Earnest Money Deposit and / or security deposit has not been forfeited or adjusted any compensation payable, in the case of any contract entered in to by me with the Central Warehousing Corporation or any other public sector undertaking or any govt. during the last five years.
9. I hereby declare that I have not been convicted at any time by a court of law of any offence and sentenced to imprisonment for a period of three years or more.

I certify that all information furnished by me is true and in the event that the information is found to be incorrect/ untrue, the Central Warehousing Corporation shall be the right to disqualify me without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

(Signature of Tenderer)  
With seal

Appendix- II**CENTRAL WAREHOUSING CORPORATION**

**TENDER FOR PROVIDING “QUALITY CONTROL ASSISTANTS, TALLY CLERKS, DRIVER, ELECTRICIAN AND UN-SKILLED CASUAL WORKERS FOR PCS & OTHER WORKS IN CWC, REGIONAL OFFICE, BANGALORE AND ITS FIELD UNITS IN KARNATAKA”.**

**Details of tenderer**

(TO BE FILLED IN BY THE TENDERER)

Sl. No.	Particulars	Details	
1	Name, address, email id & contact No. of the Tenderer.		
2	<b>Composition of Tenderer:-</b> i) State whether the Tenderer is a Proprietorship concern, or Partnership Firm, or a Company)  ii) The name of the Proprietor, or all Partners, or the Directors of the Company (As applicable be given)		
		Details	Documents enclosed (Yes/ No)
4	Income Tax PAN No. of the Tenderer		
5	Employees Provident Fund Registration No.		
6	ESI Registration No.		
7	Service Tax registration no.		
8	DD / Pay order No. of EMD of Rs.....		
9	Turnover from Manpower supply contract for previous 3 years. (Rs.)		

10	Forwarding letter		
11	Part – A Technical Bid with all its Annexures & Appendices duly signed on each page by authorized signatory.		
12	Experience certificate as per clause 3 (i) & (ii) of General information to Tenderer.		
13	Copy of Partnership deed/ Memorandum and articles of Association by laws/ certificate of Registration etc., as applicable (As per clause 6 (b) of General Information to Tenderer.		
14	Authority letter of person signing the Tender		
15	Copy of registration of firm in case of Proprietorship / Partnership		
16	A certificate duly signed by authorized signatory that they are not ineligible as per clause 5 of General Information to Tenderer.		
17	Copy of Labour License issued by Labour Deptt. / Commissioner		

## Note:-

1. All pages of the tender documents to be signed by the authorized signatory with seal and submitted with Technical Bid.
2. Price Bid shall be submitted in separate envelope only.
3. Copies of all documents mentioned under sl. no. 4 to 18 shall be submitted along with technical bid.

Name and Signature of Tenderer  
With seal

**PART – B**  
**PRICE BID**  
**(To be submitted in separate envelop)**

**Price Bid**

**The Regional Manager  
Central Warehousing Corporation  
Regional Office  
Bangalore.**

Dear Sir,

I/we submit the sealed price bid for appointment as contractor for providing QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS & other works, at Central Warehousing Corporation, Regional Office, Bangalore and its Warehouses.

- 2) I/We thoroughly examined and understood all the terms and conditions as contained in the tender document invitation to tender, general information to tenderer and its annexure and appendices and agree to abide by them.
- 3) I/We hereby offer to provide QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS & other works, at the following percentage of service charges on the minimum wages (basic + DA) fixed / notified by the Labour Department of Central Government, Employment Minimum Wages Fixed in Central Sphere from time to time. This service charge rate shall be applicable and valid for the entire tenure of the contract. I / we undertake that I / We shall not be entitled to claim any enhancement of service charge rates on any account during the tenure of the contract.



Type of personnel	Mention the category under which covered (i.e. whether Highly skilled, Skilled, Un-skilled etc.) <u>Labour Department of Central Government, Employment Minimum Wages Fixed in Central Sphere</u>	Existing minimum wages (per month including DA) As per Central Govt. Minimum Wages in Central Sphere w.e.f. 01.10.16 per month. <u>Area A</u> <u>Area B</u> <u>Area C</u>	% of minimum wages as service charge inclusive of all. (except Service Tax)
QCAs	Highly Skilled	12870/- 11856/- 10764/-	
Tally Clerks	Skilled	11856/- 10764/- 9178/-	
Driver	Skilled	11856/- 10764/- 9178/-	
Electrician	Skilled	11856/- 10764/- 9178/-	
Un-skilled casual workers (QC & Tech. other works)	Un-skilled	9724/- 8112/- 6500/-	
Un-skilled casual workers (House Keeping)	Un-skilled	9568/- 7892/- 6396/-	
Un-skilled Casual Worker for PCS (including Uniform)	Un-skilled	9724/- 8112/- 6500/-	

Note: Monthly wages are arrived at by using the formula:-  
Basic + VDA per day X 26 (as per the provisions of minimum wages act).

\*Wage structure may be worked out on BP + DA, ESI, EPF, Bonus, etc.

1. Rates quoted in any other manner except the above will be summarily rejected. In case the minimum wages are revised upward, the contractor will be paid service charges on revised minimum wages.
2. Service tax will be payable extra at applicable rates.
3. The rates quoted as service charge shall be inclusive of all taxes, levies, statutory payments including ESI, EPF, BONUS etc., as per rate prescribed in relevant statutes from time to time except service tax as applicable from time to time. In the event of the service charges as quoted by the tenderer in the tender is found to be unworkable so as to cover all taxes,

levies, statutory payments etc., the Corporation reserves the right to ignore such tender and treat the same as non-responsive and shall be summarily rejected.

4. I / We undertake to make payment of not less than minimum wages as notified by the Central Government – “Minimum Wage in Central Sphere, Sl. No. 7 – Construction” to the QCAs, Tally Clerks, Driver, Electrician and Un-skilled Casual Workers for PCS & other works and “Minimum Wage in Central Sphere, Sl. No. 4 – Sweeping and Cleaning” to House Keeping workers from time to time.
5. I / We undertake to comply with rules, acts and regulations made by the Central Government / State Government from time to time pertaining to the contract, including all labour laws.
6. I / We agree to keep the offer open for acceptance up to and inclusive of \_\_\_\_\_ and to the extension of the said date by fortnight in case it is so decided by the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore.
7. Any upward revision in the basic minimum wages, contractor is entitled to the same, only if he submit payment proof to the Corporation of having passed on to his personnel engaged by him.
8. I / We shall be bound by the communication of acceptance of the offer dispatched within the time and I also agree that if the date up to which the offer would remain open be declared a closed holiday / Sunday for the Corporation the offer will remain open for acceptance till the next working day.
9. I / We do declare that the entries made in the tender and its Appendixes/ Annexures are true and also that is shall be bound by the act of my duly constituted attorney, and of any other person who in future may be appointed by me to carry on the business of the concern whether any intimation of such change is given to the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore or not.

Yours faithfully,

(\_\_\_\_\_)  
Signature of Tenderer with seal  
(Capacity in which signing)

**ANNEXURE- I**

**FORM OF AGREEMENT**

The Central Warehousing Corporation having agreed to award the contract for supply of manpower at Central Warehousing Corporation, Regional Office, Bangalore and its warehouses in Karnataka in response to the submission of e-tender/ tender by me / us on \_\_\_\_\_ to the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore. I / We \_\_\_\_\_ (full name and address) proprietor of M/s \_\_\_\_\_ execute this agreement today on \_\_\_\_\_ and hereby confirm that I / We had thoroughly examined and understood the terms and conditions of the invitation of tender bearing no. \_\_\_\_\_ date \_\_\_\_\_ by the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore for the appointment of contractor for supply of manpower and also those of such conditions of contract and its appendices and schedules and agree to abide by them. I / We / am / are willingly undertaking the said work consequent on the approval of the tender given by me/ us to the Regional Manager, Central Warehousing Corporation, Regional Office, Bangalore at item and rates specified in the tender here to which forms an integral part to 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 tenure of the contract. The agreement will remain in force for a period of two years with effect from \_\_\_\_\_ with option to extend the same for further period of six months on the same rate, terms and conditions with mutual consent.

CONTRACTOR  
(Capacity in which signing)

For and on behalf of the  
Central Warehousing Corporation,  
Regional Office, Bangalore

Witness

- 1.
- 2.

Witness

- 1.
- 2.

**LIST OF WAREHOUSES & PEST CONTROL SERVICES  
IN BANGALORE REGION (KARNATAKA)**

Sl. No.	Centre	Address
01	CW, Bangalore-I	APMC Yard, Yeshwanthpur, Bangalore 560 022
02	CW, Belgaum	Nehru Nagar, Belgaum 590 010
03	CW, Bidar	Plot No. 11 A & B, Kolhar Industrial Area, Bidar 585 403
04	CFS, Whitefield	Container Freight Station, Plot No. 107-109, EPIP Zone, KIADB Industrial Area, Whitefield, Bangalore-560 066.
05	CW, Chitradurga	Rajeswari Cotton & Spinning Mill, PB Road, Chitradurga 577 501.
06	CW, Davangere	P B Road, Davangere 577 003
07	CW, Dharwad	No. 129B, KIADB Belur Industrial Area, Dharwad 580 011.
08	CW, Electronic City	Shri Bayya Reddy, Survey No. 77, Bettadapura, Electronic City, Bangalore.
09	CW, Gadag-I	Sambhapur Road, Gadag 582 101
10	CW, Gadag-II	KIADB, Narasapura Industrial Area, Gadag 582 102
11	CW, Gulbarga-I	Humnabad Road, Nehru Ganj, Gulbarga 585 104
12	CW, Gulbarga-II	Hirapur Post, Gulbarga 585 103
13	CW, Hoskote	KSSIDC Industrial Area, Chokkohalli, Shed No. 56, Hoskote, Bangalore 562114.
14	CW, Hubli	Hebbali Road, Srinagar Cross, Near KOF, Hubli 560 031.
15	CW, Maddur	A&B, ARC Godowns, TAPCMS Rice Mill Campus, Malavalli Road, Maddur 571 428.
16	CW, Mandya	C/o Mysore Sugar Co. Ltd., Sugar Town, Opp. Goodshed, Twin Godown, Mandya 571 401.
17	CW, Mangalore	Mannagudda, Warehouse Road, Mangalore 575 003.
18	CW, Nargund	C/o Malaprabha Co-op. Mill Complex, Nargund – 582 207.
19	CW, Panambur	Panambur, Mangalore 575 010.
20	CW, Raghavendra Layout	No. 15, 3 <sup>rd</sup> Cross, R V Layout, Bangalore 560 022
21	CW, Raichur	C/o Gurukrupa Godown, Opp. Munirwad School, Gunj Road, Raichur 584 102.
22	CW, Sedam	Chincholi Road, Sedam 585 222.
23	CW, Shikaripur	Shimoga Road, Shikaripur 577 427.
24	CW, Shimoga-II	Tungabhadra Sugar Factory Complex, B H Road, Malavagoppa, Shimoga-577 222.
25	CW, Soundatti	APMC Yard, Behind SBI, Soundatti 591 126. Belgaum Dist.
26	CW, Tumkur	Plot No. 137-139, KIADB Ind. Area, Antharasanahalli, Tumkur 572 106.
27	CW, Whitefield-I	MTC Compound, Hoskote Road, Whitefield, Bangalore 560 066.
28	PCS, Kasturinagar	Pest Control Services Division, 3D, Bhavani Apartments, Kasturinagar, Near Railway Station Quarters, Bangalore 560 023.
29	PCS, Whitefield	Container Freight Station, Plot No. 107-109, EPIP Zone, KIADB Industrial Area, Whitefield, Bangalore 560 066.
30	PCS, Bangalore-I	APMC Yard, Yeshwanthpur, Bangalore 560 022