Date:23.02.17







केन्द्रीय भण्डारण निगम (भारत सरकार का उपकमद्ध) CENTRAL WAREHOUSING CORPORATION (A GOVERNMENT OF INDIA UNDERTAKING)

"TENDER FOR APPOINTMENT OF CONTRACTOR FOR HOUSEKEEPING, MAINTENANCE OF REGIONAL OFFICE AND GUEST HOUSE; PROVIDING A COOK-CUM-CARETAKER FOR GUEST HOUSE AT CENTRAL WAREHOUSING CORPORATION, REGIONAL OFFICE, CHENNAI"

> No.4, North Avenue, Srinagar Colony, Saidapet, Chennai – 600 015. Ph: 044-22200350 / 22201216, Telefax 22200068 E.Mail : rmmdrs@cewacor.nic.in

INVITATION TO E-TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF CONTRACTOR FOR HOUSEKEEPING, MAINTENANCE OF REGIONAL OFFICE AND GUEST HOUSE; PROVIDING A COOK-CUM-CARETAKER FOR GUEST HOUSE AT CENTRAL WAREHOSING CORPORATION, REGIONAL OFFICE, CHENNAI

Scope of work	APPOINTMENT OF CONTRACTOR FOR HOUSEKEEPING, MAINTENANCE OF REGIONAL OFFICE AND GUEST HOUSE; PROVIDING A COOK-CUM-CARETAKER FOR GUEST HOUSE AT CENTRAL WAREHOUSING CORPORATION, REGIONAL OFFICE, CHENNAI				
Tender notice	Online (e-tendering) for above work. Tender documents will be available on website: <u>www.tenderwizard.com/CWC</u> , <u>www.cewacor.nic.in</u> , <u>www.eprocure.gov.in</u> and <u>www.tenderhome.com</u>				
Tender type	Open				
Schedule of E-Tender	Document download and time	ing date	From 11.00 hrs on 23.02.2017 to 22.03.2017 upto 14.00 hrs.		
	Last date and time bid submission	e of onlin	upto 1500 hrs on 22.03.2017		
	Date and time of online technical bid opening		1530 hrs. on 22.03.2017		
	Date and time of online price bid opening		Will be intimated later .		
Bid validity	90 days and with a provision for further extension of validity				
period	period upto 30 days in one or more spell at the sole discretion of the Corporation.				
Period of	•				
contract	Corporation				
Cost of tender	Rs. 1,000/- (Rupees one thousand only)				
Processing fee	Rs. 276/- Inclusive of Service Tax of 14% + 0.5%SBC +0.5%KKC				
	Payment will be through e-Payment/RTGS/NEFT only and no Demand Draft will be accepted towards processing fee.				
	Name of Bank	PUNJA	3 NATIONAL BANK		
Details for	Branch	NANDANAM, CHENNAI			
making	IFSC Code	PUNB 0438900			
RTGS/NEFT payments	Number	(ZERO FOUR THREE EIGHT NINE ZERO ZERO)			
	Bank Account Number	4389 0021 0000 9585			
		Rs. 12,00,000/-			
Estimated annual	value of contract		Rs. 12,00,000/-		

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

- 1. <u>By way of E-Payment</u>: By using Credit Card, Debit Card and through internet Banking;
- 2. <u>By way of NEFT/RTGS</u>: 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 <u>15.00 Hrs of 22.03.2017</u>.

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 Housekeeping and Manpower Supply contract for previous 3 years.
  - g) Experience certificate
  - h) Copy of partnership deed / Memorandum and Articles of Association (By laws / Certificate of Registration etc., as applicable
  - 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.
  - I) Copy of Labour License issued by Labour Department / Commissioner.
  - m) Bank statement for the last six months.

#### NOTE AND OTHER DETAILS: -

- 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.
- 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

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authorities can be obtained from <u>www.cca.gov.in</u>. 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. <u>DOWNLOADING OF TENDER DOCUMENT:-</u> 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. <u>SUBMISSION OF TENDER:</u> 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. <u>I</u>nternet site address for e-Tendering activities is <u>www.tenderwizard.com/cwc</u>. Tenders can be seen and downloaded at CWC's website <u>www.cewacor.nic.in</u>, <u>www.eprocure.gov.in</u> and <u>www.tenderhome.com</u>.
- 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 <u>Technical Bid</u>, <u>Price Bid in Excel format</u> 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 ( Rates to be filled 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, Chennai reserves the right to accept/reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tender.

Any clarification regarding online participation, they can contact :-

M/s Karnataka State Electronics Development Corporation Ltd., No. 29/1, Race Course Road, Bengaluru-560001.\_Bengaluru: 080-40482000

Contact Person : Mr. Madan, Chennai : Mobile No. 9941947400.

CENTRAL WAREHOUSING CORPORATION REGIONAL OFFICE CHENNAI.

# PART - A

# TECHNICAL BID

The Regional Manager Central Warehousing Corporation, Regional Office, Chennai.

Τo,

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Dear Sir,

For and on behalf of the Central Warehousing Corporation, Chennai (hereinafter called the Corporation); Regional Manager, Central Warehousing Corporation, Chennai invites e- tender under **Two bid systems** from financially sound parties having business competency for appointment of contractor for **Housekeeping and providing Cook-cum- Caretaker for a period of TWO years from the date of appointment**.

## Place of Service

Housekeeping and providing Cook-cum-Caretaker shall have to be performed within the premises of Regional Office, Chennai.

#### GENERAL INFORMATION TO TENDERERS

1. The contract, if any, which may eventuate from this e-tender shall be governed by the Terms & Conditions of contract as contained in the invitation/instructions to the Tenderer and as given in the Annexure-I to the form of this e-Tender.

## 2. Qualification conditions for Tender:

(i) Tenderer should have experience in House keeping and Manpower Supply services 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 2(i) above stating satisfactory execution and completion of the Contract(s) besides duly certifying nature of works carried out, period of Contract, number of personnel supplied and value of Contract.

## 3. 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.
- 4. The instructions to be followed for submitting the e-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.

## 5. Earnest Money Deposit

- (i) Each tender must be accompanied by an Earnest Money Deposit of Rs. <u>40,000.00</u> (Rupees Forty thousand only). Tender not accompanied by Earnest Money Deposit 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.

## 6. Security Deposit :

- (i) The successful tenderer shall furnish, within fifteen working days of acceptance of his tender, security deposit of Rs. <u>2,00,000.00</u> (Rupees Two 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 Chennai.
- (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 tenderer's 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 "Indemnity certificate" and No Demand Certificate from the Warehouse Manager/Regional Manager, CWC, Regional Office, Chennai 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 Regional Manager 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. The decision of the Regional Manager in respect of such damages, losses, costs, expensesshall be final and binding on the contractor.

# 7. DOCUMENTS TO BE ATTACHED DURING ONLINE E-TENDER SUBMISSION:

No documents are to be enclosed with the Price Bid. Earnest Money together with the following documents is to be annexed with Technical Bid in PDF Format only.

Document-I	The tenderer should have minimum <b>Three Years</b> experience of housekeeping and Manpower supply to Govt./ PSU/ Large Private Companies and to this effect work experience certificate from these organization stating clearly the nature of work done, period, and no. of personnel supplied should be attached. The documentary		
	proof of work in hand at present should also be attached.		
Document-2	(i) Copy of PAN card		
	(ii) Copy of Service Tax Registration		
Document-3	Attested copies of the Power of Attorney / Resolution by BOD of		
	Company, as the case may be.		
	Attested copies of the partnership deed/copy of Memorandum of		
Document-4	Articles of Association, as the case may be.		

Document-5	Annual Turn Over of Minimum Rs.10/- Lakh of the Partnership Firms / Company Establishment during last 03 Years.				
	Relevant portion of Balance Sheet and Profit & Loss Account of the Company / Firm showing turnover / copies of Work				
	Orders for last 3 years to be furnished				
Document-6	The tenderer should furnish EMD of Rs.40,000/- as stated in				
	clause 3 of TENDER DOCUMENT				
Document-7	Name of the Bankers, Facilities enjoyed and Bank Statement of				
	last 06 months.				
Document-8	Copy of ESI and PF Registration Certificate				
Document-9	Copy of Valid Labour Licence.				

a) The tenderer should use the class-3 Digital Signature for uploading all the tender documents including schedule of rates.

b) Tenderers must ensure that the necessary documents should be scanned and uploaded on e-Tendering site.

8. DELIVERY OF E-TENDER:-

The e-tender to be submitted by the tenderer only through online e-Tendering system.

The tenderer must quote rates in price bid and submit only through etendering website. Tenders, which do not comply with these instructions, are liable to be ignored / rejected.

## 9. OPENING OF E-TENDER:

The tenders will be opened through online website www.tenderwizard.com/cwc at the time and date indicated in the tender form. The tenderers can check their e-tender response only through online website. The technical bid will be opened in the office of the Regional Manager, CWC, Chennai 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 at their own costs. 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 tenderer 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.

## 10. CORRUPT PRACTICES:

Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or employee of the Corporation shall (in addition to any criminal liability which the tenderer may incur) debar his tender form being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

### 11. INTERVIEWS AND ACCEPTANCE OF E-TENDER:

If the tenderers are called for interview, then the tenderers will come at their own expense and without any obligation, if called upon to do so, to interview the Regional Manager, CWC, RO, Chennai (or an officer authorized to act on his behalf), as the case may be at their own expense, The Regional Manager, CWC, RO, Chennai for and on behalf of the Corporation reserves the right to reject any or all the tenders without assigning any reason and does not bind himself to accept the lowest or any tender. The successful tenderer, will be advised of the acceptance of his tender by a letter/telegram or formal "Acceptance of Tender" where acceptance is communicated by the telegram, the formal acceptance of tender will be forwarded to the contractor as soon as possible but the telegram must be acted upon immediately.

- 12. 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.
- 13. In case of any indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- 14. The rates quoted as service charge shall be inclusive of all taxes, levies, statutory payments including <u>ESI, EPF, BONUS</u> 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.
- 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.

Date:23.02.17

#### ANNEXURE-I

## TERMS AND CONDITIONS GOVERNING CONTRACT FOR HOUSEKEEPING, MAINTENANCE OF REGIONAL OFFICE AND GUEST HOUSE; PROVIDING A COOK-CUM-CARETAKER FOR GUESTHOUSE AT CENTRAL WAREHOUSING CORPORATION, REGIONAL OFFICE, CHENNAI

## I. Definitions:-

- 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 or the agency/ Organization 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 occurs, shall mean the Central Warehousing Corporation established under Warehousing Corporations Act 1962 and will include its Managing Director and its successor(s). It will also be called CWC.
- v) The term 'Regional Manager' shall mean the Regional Manager of the Central Warehousing Corporation, Regional Office, Chennai under whose administrative jurisdiction, the CWC premises and/or operational activities under the contract fall.
- vi) The term 'Office' shall mean the Central Warehousing Corporation, Regional Office, Chennai belonging to or in occupation of the Corporation at any time.
- vii) The term 'Services' shall mean the performance of work enumerated in schedule of service including such auxiliary, additional and incidental duties, services, and operations as may be indicated by the authorized person.

## II. OBJECT OF THE CONTRACT:

The contractors shall render all or any of the services given in Clause XXI and schedule of operations as and when necessary and as directed from time to time by the Regional Manager or an officer acting on his behalf together with such additional, auxiliary and incidental duties, services and operations as may be indicated by the authorized person or an officer acting on his behalf and are not inconsistent with these terms and conditions.

## III. <u>Parties to the Contract</u> :

(a) The Parties to the Contract are Contractor and the Central Warehousing Corporation represented by the Regional Manager, Regional Office, Chennai 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.

## IV. <u>Constitution of Contractors</u> :

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.

## V Subletting:

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

## VI 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.

## VII Liability for Personnel:

- (a) All persons employed by the Contractor 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 ESI act or Minimum Wages Act and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor.
- (b) The Contractor shall not employ any person below the age of 18 years. The contractor shall indemnify the Corporation from and against all claims and penalties which may be suffered by Corporation or any person employed by him by reason of any default on the part of contractor to observe and/or in the performance of provisions of employment of Children Act XXVI of 1938 or any re-enactment or modification of the same, the Employees Compensation Act, 1923 or EPF & 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.

(c) Contractor shall also comply with all Rules and Regulations/Enactments made by the State / Central Government from time to time pertaining to the Contract including all Labour Laws.

(d) The Contractor shall during the period of Contract pay not less than minimum wages to the workers 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, Chennai 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.

(e) The Contractor shall be liable for making contributions in accordance with the provisions of the ESI Act, Employees Provident Fund & Miscellaneous Provisions Act, 1952, and the schemes framed there under in respect of the workers employed by him. The Contractor shall recover the amount payable by such employees under the said acts 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 contributions made by it on account of his default in making payments or otherwise in respect of the workers employed by the Contractor.

(f) 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, Chennai or Officer authorized by him or acting on his behalf.

- (g) The Contractor will have to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & 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.
- (h) 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 / Central Government 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.
- (i) The Contractor shall comply with the provisions as regards to provision of canteen/rest room, latrine, urinal, washing facilities, first-aid facilities, weeklyoff, attendance allowance etc. as contained in the Contract Labour (R&A) Act, 1970 and other applicable laws as amended from time to time.
- (i) 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 Contract shall be liable to be terminated at the Risk and Cost of the (Contractor) and the decision of the Regional Manager, CWC, Chennai 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.

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#### Date:23.02.17

- (j) 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.
- (k) 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.
- (I) 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.
- (m) 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.
- (n) Any liability arising out of accident or death of any personnel while on duty shall be borne by the Contractor.

## VIII. 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.

## IX. Period of Contract

(i) The contract shall remain in force for a period of <u>two years</u> 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, Chennai reserves the rights to terminate the contract at any time during its currency without

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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, Chennai under this clause shall be final, conclusive 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, Chennai 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, Chennai 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 manpower under the contract in accordance with the instructions issued by the Regional Manager, Central Warehousing Corporation, Regional Office, Chennai or an officer acting on his behalf. If the contractor fails to supply the requisite number of manpower, the Regional Manager, Central Warehousing Corporation, Regional Office, Chennai 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, Chennai shall be final and binding on the Contractor(s).

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# XI. LIABILITY OF CONTRACTORS FOR LOSSES ETC. SUFFERED BY CORPORATION:

a) The Corporation shall be at liberty to reimburse themselves of any damages losses, charges costs or expenses suffered or incurred by them due to contractor's negligence and un-workman like performance of service under the contract or breach of any term thereof. The total sum claimed shall be deducted from any sum thus due or which at any time thereafter may become due to the contractors under this or any other contract with the Corporation. In the event of the sum which may be due from the Corporation as aforesaid being insufficient the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in Para XI. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractors shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.

- b) In the event of default on the part of the contractors in providing manpower, and of their failure to perform any of the services mentioned in the agreement efficiently and to the entire satisfaction of the Regional Manager, CWC, RO, Chennai or any officer acting on his behalf, the Regional Manager, CWC, RO, Chennai shall without prejudice to other rights and remedies under this agreement have the right to recover by way of compensation from the contractors a sum of Rupees One Thousand or such higher sum per day per Manpower / per default besides any other consequential damage as the Regional Manager, CWC, RO, Chennai in his absolute discretion may determine and the decision of the Regional Manager on the question whether the contractors have committed such default or have failed to perform any of such services efficiently and are liable to pay compensation and as to the quantum of such compensation shall be final and binding on the contractors.
- c) In the event of failure of the contractor to undertake the work after award of contract or rescinding from the contract during its currency, the Corporation shall have right to get the work done at his risk and cost and the contractor shall be liable to make good the loss, if any suffered by the Corporation on this account. The Corporation shall also have the right to deduct the amount of such loss from any sum (including Earnest Money and Security Deposit) then due or which at any time thereafter may become due to the contractor under this contract or any other contract with the Corporation and to claim the balance amount from the contractor.

d)

The contractor shall indemnify the Corporation, against any loss, due to any negligence or default on their part and on the part of their employee and also by the carelessness, neglect, misconduct of their employees in their employment and any liability for payment of damage/claims by the Corporation to the authority on account thereof and shall pay all claims met, and also litigation expenses, if any incurred by the Corporation immediately on demand without any demur. The Corporation shall have the right to deduct the amount of such loss from any sum (including security deposit) then due or may become due to the contractor under this contract. The decision of the Regional Manager, CWC, RO, Chennai shall be final and binding on the contractor in this regard

e) All taxes / levies/ fees/ charges payable to any Govt. body local body unless expressly mentioned shall be paid by the contractor and no claim whatsoever shall be against the Corporation on this account.

## 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, Chennai 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, Chennai 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 manpower will be deployed by the contractor to the CWC. 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's personnel should not be drug addict/ or use tobacco 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 manpower engaged by him and 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, Chennai 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, Chennai 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  $5^{th}$  but not later than  $7^{th}$  failing which Rs.100/- per worker per day will be deducted from the bill(s). If the wages to the workers not paid by  $10^{th}$  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, Chennai.

## XV. Volume of works

- a) Subject as hereinafter mentioned the Corporation does not guarantee any definite volume of workmen or any particular pattern of service at any time or through-out the period of contract at any place/location.
- b) "No minimum volume of workman to be performed can be guaranteed during the currency of the contract. The volume of workman is likely to fluctuate (increase or decrease) and the tenderers should note that no claim for compensation arising directly or indirectly out of such fluctuations in the volume of work to be handled during the currency of the contract shall be entertained".

## XVI. Payment

The contractor shall pay not less than the prevailing minimum wages as fixed by Central / State Government from time to time, whichever is higher, during the currency of the contract to the workman. Contractor shall be responsible for making all statutory payments EPF, ESI etc. The contractor will be paid the 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 authorities concerned.

Payment will be made by the Regional Manager, Central Warehousing Corporation, Regional Office, Chennai on submission of pre-receipted bills in triplicate, duly supported by attendance certificates issued by the Regional Manager/ Warehouse Manager, or an officer acing 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 along with his bill.

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.

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.

## NOTE:

i) The Corporation shall not be liable for payment of any interest on any bill outstanding for payment or amount withheld for any reason whatsoever.

Rates quoted by the tenderer and accepted by the Corporation and incorporated in the contract agreement shall remain applicable during the period of the contract i.e.
 Two Years and the extended period.

## XVII. 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, Chennai 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.

## XVIII. 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.

## 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 payment 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 must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose a attested/self-certified copy of valid registration certificate, giving details such as validity, stores/services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- (e) The benefit as stated above to MSE , shall be available only for goods/services produced & provided by MSEs for which they are registered.
- (f) In case the MSE does not fulfill the criteria at Sr.No.(c), (d) and (e) above, such offers will not be liable for consideration of benefits detailed in MSE, notification of Government of India dated 23.03.2012 and any other notification issued thereafter.
- (g) Participating MSEs quoting price within price band of L1+15 percent shall also be allowed to sup-ply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). However, for procurement of services or supplies where quantity is not splitable of non-dividable, MSE, quoting price within the price band or L1+15% may be awarded for full/complete supply of total tendered value.

## XIX. SERVICES TO BE PERFORMED BY THE CONTRACTORS:

#### A. HOUSEKEEPING AND MAINTENANCE OF REGIONAL OFFICE:

## DAILY

- a) Daily sweeping of Regional Office building including the open area within the boundary wall, toilets, terrace, maintenance of garden, flower pots etc. and collection of waste material to be disposed of by the contractor every day.
- b) Cleaning of floor area with floor dusters by detergents, disinfectants etc. in the morning and thereafter every 4 hours in the common areas like Corridors, Staircases, Lobbies, toilets.
- c) Cleaning and washing of toilets using deodorants and detergents and disinfectants (Harpic etc.) twice a day i.e. once in the morning and again in the afternoon.
- d) Dusting / cleaning of racks, filing cabinets, almirahs etc., before opening of the office.
- e) Dusting / cleaning of windows and doors, venation blinds and partitions using glass cleaning chemical as and when necessary.
- f) A minimum of Five persons are required to be placed at different sections from 9.00 am to 5.00 pm for rendering assistance to officers at different sections at Regional Office and three persons in Construction Cell daily on all working days in addition to cleaning, housekeeping and maintenance related work.

## WEEKLY

- a) Washing and scrubbing of floor areas with detergents, dirt removing chemicals.
- b) Acid cleaning of sanitary wares.
- c) Dusting and cleaning of partition glasses and panes with utmost care.
- d) Removing stains from floors / partitions by using detergents or any suitable cleaning agents.
- e) Cleaning of water storage / tanks / water coolers / air coolers etc.

## MONTHLY

- a) Cleaning of air condition grills.
- b) Dusting of ceiling fans and removing cob-webs etc.
- c) Polishing door closers, doors, door handles and other brass fittings with Brasso.
- d) Cleaning of overhead tank & sump after complete draining.

## Note: Disinfectants and cleaning equipments shall be supplied by the Contractor.

# B. COOK-CUM-CARETAKER (MALE ONLY) FOR GUEST HOUSE AT RO, CHENNAI

The guest house is located on the third floor of the regional office building and comprises of VIP Suit 1 & 2, Visitors Room, Executive Room 1 & 2, Furnished Kitchen and a room for Cook-cum-Caretaker.

- The contractor shall appoint at his risk and costs, an experienced and competent Cook-cum-Caretaker. The Cook-cum-caretaker will be responsible for the maintenance of the guest house.
- The caretaker shall prepare and provide vegetarian and non-vegetarian food and snacks also tea, coffee and such other items as per the requirements of guests staying in the guest house. The Charges/rates shall be at rates approved/authorized by CWC.
- The caretaker should ensure that the room is allotted to those who bring the allotment letter and necessary entries are made before occupation and close the entries at the time of vacation.
- The caretaker shall collect the rent from the guests as per the notified rates and hand over the same to SIO (Admn) / Dealing Assistant for issue of Cash Receipts on the same day or following working day.
- The caretaker shall directly charge the guests for the food, snacks and other items served to them at the rates prescribed by CWC from time to time and CWC shall take no responsibility for nonpayment / non recovery of such bills. The contractor shall make arrangements to serve the food and other items to the guests at the tables or in their rooms. The contractors shall ensure that the persons engaged by them for the purpose shall wear clean uniform and follow decent manners.
- The contractor shall deploy personnel necessary for rendering services in the guest house covering a period not less than 16 hours from 6.00 am to 10.00 pm.
- In case the caretaker appointed by the agency goes on leave, the agency shall depute another person in his place. There should not be any interruption in the arrangement.

- Agency is responsible for the general upkeep of the guest house, washing and ironing of spreads, pillow covers and cloths. The curtains in the guesthouse, Regional office be washed and maintained regularly.
- Attending generally to everything which goes with the house keeping of any guest house.

The caretaker shall inform SIO (Admn) / Dealing Assistant about the repairs of any equipment, fixtures etc. in the premises.

Note:

- 1. Disinfectants and cleaning equipments shall be supplied by the Contractor.
- 2. Bed spreads, towels, pillow covers, utensils, cooking gas shall be provided by CWC. However, washing & pressing are to be undertaken by the contractor.

## XX. DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS:

1. The contractors shall engage competent and adequate manpower of the required category i.e. unskilled/semi-skilled/skilled/supervisory/clerical level to the satisfaction. The contractors shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Regional Manager, CWC, RO, Chennai or shall have the right to ask for the dismissal of any employee of the contractors, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractors, their servants or agents to representatives shall be final and binding on the contractors.

2. The contractor shall furnish to the Regional Manager the name and telephone/cellular Number of one or more representatives authorized by them to act on his behalf in day-to-day working of the contract. It shall be the duty of those representatives of the contractor to call at the office or an officer acting on his behalf every day and generally to remain in touch with them to obtain information about the programme and oversee the performance of work to visit the establishment regularly.

ANNEXURE-II

#### TECHNICAL BID

## TENDER FOR APPOINTMENT OF CONTRACTOR FOR HOUSEKEEPING, MAINTENANCE OF REGIONAL OFFICE AND GUEST HOUSE; PROVIDING A COOK-CUM-CARETAKER FOR GUEST HOUSE AT CENTRAL WAREHOUSING CORPORATION, REGIONAL OFFICE, CHENNAI

:

1 Name of Tenderer	
2 Address	
Labour License No & Name of Issuing 3* Authority	
	 Valid upto :
4* Regd. No. Under Shop & Estt. Act	 ;
5* Employees PF Registration No ESI Registration No (for Manpower Supply)	
	:
6* Service Tax Registration No	-
8 Type of Establishment ( <b>Proprietary/</b> Partnership Firm/Private Ltd Company/   Ltd Company/ HUF)	 Public :

[Type text] Tender No.CWC/RO-CNI/HOUSEKEEPING/	2016-17/ Date:23.02.17
9 Whether Govt./Semi Govt./Private	 : (Relevant Documents to be Uploaded
10* Annual Turn Over for last 03 Years	as per Page 11
11* Contracts executed till date (Enclose	Document-5) Experience Certificate in Support)
I.	:
II.	:
III.	:
IV.	:
۷.	:
VI. 12* Present Assignments in hand (Enclose	: 
I.	:
	:
II.	:
III.	

\*N.B: Notarized Photostat copies in support at SI.3,4,5,6,7,10,11 & 12 are uploaded.

Signature of Tenderer

I/We have carefully read and understood the instructions to tenderers terms and conditions of the supply of Housekeeping, Maintenance of Regional Office and Guest House: Providing a Cook-Cum-Caretaker for Guest House at Central Warehousing Corporation, Regional Office, Chennai and liability of contractor mentioned at Annexure-I. I agree to abide by them. I have paid EMD of Rs.40000/- through RTGS/NEFT to CWC bank account. I agree that the Earnest Money shall be liable to forfeiture if after submitting my tender. I resile from or modify my offer and/ or the terms and conditions thereof in any manner. It is being understood that these documents have been made available to me and I am permitted to tender in consideration of my agreement to this stipulation. I also agree that this earnest money is liable to be forfeited in the event of my failure after acceptance of this tender to furnish the requisite security deposit by the due date, which is without prejudice to any right or remedies of the Corporation under the contract and law. I know that no interest would be payable on the Earnest Money/Security.

I/We hereby give consent of converting the amount of Earnest Money Deposit into security on being found to be a successful tenderer. I/We have inspected the location concerning the contract before submission of tender.

Yours faithfully,

Signature of Tenderer With Seal Name ( )

1. Capacity to sign the Tender-----

2. Full postal Address-----

#### SCHEDULE OF PAYMENT

## Schedule of Payment to be made by the contractor and benefits to be provided by the contractor to their worker

**1**. The Contractor shall pay not less than the minimum wages to the Manpower engaged by him as notified by the Central Govt. from time to time.

**2**. The Contractor shall be liable for making the contribution, in accordance with the provision of EPF & MP Act, 1952 and the Scheme framed there under in respect of the personnel employed by him.

**3**. The contractor will be responsible for covering his worker under the ESI Act, 1948 and payment as per Act to be made by the contractor.

**4**. The Contractor will be responsible for payment of bonus to his workers as per relevant Act.

**5.** The Contractor shall allow or cause to be allowed to the workers directly or indirectly employed one day rest in a week.

**6**. The Contractor will be responsible for other fringe benefits/allowance also to his workers which have been stated in the tender documents and which are applicable from time to time covered under relevant labour Act, Rules & Regulations. The contractor will be personally responsible for compliance of all relevant Act, Rules & Regulations as applicable from time to time. Further, he has to ensure all requirements/formalities/submission of returns required under Contract Labour (R&A) Act, 1970, EPF & MP Act, 1952, ESI Act, 1948, Minimum Wage Act, 1948 and etc. and furnish a declaration to this effect along with bill every month.

**7**. In case of non compliance, the contract will be terminated without assigning any reason by giving 30 days notice in writing.

Signature of Tenderer

Date:23.02.17

#### ANNEXURE-III

PRICE BID

The Regional Manager Central Warehousing Corporation, Regional Office, **Chennai**.

Dear Sir,

I/We, submit the Price Bid for appointment of contract for Housekeeping, Maintenance of Regional Office and Guest House; providing a Cook-cum-Caretaker for Guest House at Central Warehousing Corporation, Regional Office, Chennai.

I/We thoroughly examined and understood instructions to tenders, terms and conditions of contract, given in the invitation to tender and those contained in the general conditions of contract and its annexure and agree to abide by them.

I/We hereby offer to work at the rates given in the price bid which is for items in Annexure-I, Clause-XXI, (Page - 22)

I/We undertake to take responsibility of all statutory liabilities such as EPF/ESI etc.

I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.

As required no documents are being enclosed with Price Bid. In the event of my tender being accepted, I/we agree to furnish a security deposit as in the manner prescribed.

I/We do hereby declare that the entries made in the tender appendix/schedules annexure attached with the technical bid are true and also that I/We shall be bound by the Act of my duty/our duly constitute Attorney Shri

whose signatures are appended hereto in the space as specified for purpose and of any others person who in future may be appointed by me/us in his stead to carry on the business of the concern whether any intimation of such change is given to the Regional Manager, CWC, RO, Chennai or not.

Signature of Tenderer

## PRICE BID

# CENTRAL WAREHOUSING CORPORATION (A Government of India Undertaking) Regional Office, Chennai

Tender No. CWC/RO-CNI/ HOUSEKEEPING/2016-17

Date : 23.02.17

TENDER FOR APPOINTMENT OF CONTRACTOR FOR HOUSEKEEPING MAINTENANCE OF REGIONAL OFFICE AND GUEST HOUSE PROVIDING A COOK-CUM-CARETAKER FOR GUEST HOUSE AT CENTRAL WAREHOUSING CORPORATION, REGIONAL OFFICE, CHENNAI

	NAME OF THE CONTRACTOR	{				
S. No	Description of Service	LUMPSUM RATE PER MONTH (In Figures)	Rates in Words.			
1	Package rate for Housekeeping & Maintenance of Regional Office building and Guest House and providing Cook-Cum- Caretaker to Guest House as detailed / defined under the scope of work and service to be performed and the general terms and conditions of the tender document.					
2	Description of Service	% of Service charges of minimum wages per person (In Figures)	Rates in Words.			
2.1	% of Service Charges of minimum wages per person for deployment of 8 helpers (unskilled) (5 in Regional Office and 3 in Construction Cell)					
А	The rates quoted are EXCLUSIVE of Service tax or other tax levied by the Central Government in lieu of Service Tax and the same will be payable by the Corporation over & above the quoted rates.					
В	The rate quoted should be INCLUSIVE of all Statutory payments/ obligation e.g. EPF, ESI etc. as applicable from time to time as per prevailing laws.					