

**CENTRAL WAREHOUSING CORPORATION
REGIONAL OFFICE
KOLKATA**

**TENDER DOCUMENT FOR APPOINTMENT OF
A CONTRACTOR FOR PROVIDING
DATA ENTRY OPERATOR (DEOS), /QCAs/
/STENOGRAPHER(ENGLISH)./
COMPUTER OPERATOR /
COMPUTER OPERATOR(HINDI)
/TALLY CLERKS/DRIVER/
UN-SKILLED CASUAL WORKERS FOR PCS
WORKS/AND OTHER WORKS**

**VISIT US AT WEBSITE
WWW.CEWACOR.NIC.IN**

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

PART – A

TECHNICAL BID

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

Receipt No.....

Dated.....

Cost of Tender - 1000.00

**CENTRAL WAREHOUSING CORPORATION, REGIONAL OFFICE,
CMC BUILDING:6TH FLOOR,
15N,NELLIE SENGUPTA SARANI
KOLKATA-700 087**

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR PROVIDING DATA ENTRY OPERATORS (DEOS) / QCA / STENOGRAPHER (ENGLISH) / COMPUTER OPERATOR / COMPUTER OPERTOR(HINDI) / TALLY CLERKS /DRIVER /UN-SKILLED CASUAL WORKERS FOR PCS WORKS / AND OTHER WORKS

- | | |
|---|--------------------------|
| A. Last date for downloading tender form up to | 23.55 hrs. on 28.01.2017 |
| B. Last date for submission of online tender up to | 15.00 hrs. on 30.01.2017 |
| C. Last date for furnishing EMD, & Cost of Tender form is up to | 15.00 hrs.on 30.01.2017 |
| D. Technical bid to be opened at | 15.30 Hrs.on 31.01.2017 |

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.

E.Tender to remain open for acceptance for 90 days inclusive of date of opening (technical bid).

Note:

- (1) Regional Manager, Central Warehousing Corporation, Kolkata may, at his discretion, extend this date by a 30 days 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.

F. Price bid of only technically qualified Tenderers shall be opened on a date to be intimated later.

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

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Invitation to Tender

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation) the Regional Manager, Central Warehousing Corporation, Regional Office, Kolkata 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 Data Entry Operators (DEOS) /QCA/ Stenographer (English) / Computer Operator/Computer Operator(Hindi)/Tally Clerks/Driver/Un-skilled Casual Workers for PCS works/and other works for Central Warehousing Corporation, Regional Office, Kolkata and its field units for a period of two years which can be extended for a further period of six months on same rates, terms & conditions.

Signature of Regional Manager
Address:

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

GENERAL INFORMATION TO TENDERERS**1. Object of the Contract**

The Contractors shall provide Data Entry Operators (DEOs) / QCA / Stenographer (English) / Computer Operator /Computer Operator(Hindi) /Tally Clerks /Driver / Un-skilled Casual Workers for PCS works/and other works. etc., 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 Data Entry Operators(DEOs)/QCA/Stenographer(English)/Computer Operator (English) /Computer Operator (Hindi) /Tally Clerks/Driver/Un-skilled Casual Workers for PCS works/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 Labour Department of the Central Govt. from time to time. The service charges may be quoted in terms of percentage of Minimum Wages (excluding service tax) SB cess and KKC or any other taxes in lieu of Service Tax imposed by the Govt. of India.

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	Data Entry Operators(DEOs)	Higher Secondary (10+2) passed with Diploma in Computer Science with data entry knowledge.	Skilled

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2.	QCAs	Degree in Agriculture or Degree with Zoology, Chemistry or Bio-Chemistry as one of the subjects.	Highly-Skilled
3.	Stenographer (English)	Graduation with minimum speed of 80 words per minute in shorthand and 40 words per minute in English typing	Skilled
4.	Computer Operator	Hither Secondary(10+2) passed with Diploma in Computer Science with Data Entry knowledge.	Skilled
5.	Computer Operator (Hindi)	Higher Secondary(10+2)passed with Diploma in Computer Science with Hindi knowledge.	Skilled
6.	Tally Clerks	Higher Secondary(10+2)passed with a minimum typing speed of 30 words per minute preferably with experience in office work and computer knowledge.	Skilled
7.	Driver	Having valid Driving Licence from Authorised Govt.Agency	Skilled
8.	Un-skilled Casual Worker for PCS works/and other works.		Un-Skilled

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.

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(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 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 partnership concern; by the proprietor, in the case of the proprietary concern, and by the person who by his signature can bind the company in the cases of a limited company. The entire tender document must also be signed on each page by the authorized person.

7. Earnest Money Deposit:

- (i) Each tender must be accompanied by an Earnest Money of **Rs.36,890/-** (Rupees thirty six thousand eight hundred ninety only) in the form of a Demand Draft/Pay Order/RTGS/NEFT or online payment of any nationalized/Scheduled Bank drawn in favour of the Regional Manager, Central Warehousing Corporation payable at Kolkata. Tender not accompanied by Earnest Money Deposit shall be summarily rejected. The tenderer shall not 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

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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, a security deposit of **Rs.1,84,450/-**(Rupees One lakh eighty four thousand four hundred and fifty 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 / e-payment of nationalized / scheduled bank drawn in favour of the Regional Manager, Central Warehousing Corporation payable at Kolkata.
- (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, 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

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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 and conditions of the Contract and on submission of “No Demand Certificate” from the Warehouse Manager/Regional Manager, CWC, Regional Office, Kolkata 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. The tenderer shall submit their offer in prescribed electronic format only on the website www.tenderwizard.com/CWC on or before scheduled date and time. No offer in physical form will be accepted and any such offer if received by CWC will be out rightly rejected.
- 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 superscribing “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.

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- (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 the 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 online tenders (technical bid) will be opened in the office of the Regional Manager, CWC, Kolkata at the fixed time and on 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 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.

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ANNEXURE-I

TERMS AND CONDITIONS GOVERNING CONTRACT FOR PROVIDING DATA ENTRY OPERATORS (DEOs) /QCA/STENOGRAPHER(ENGLISH)/COMPUTER OPERATOR/COMPUTER OPERATOR(HINDI)/TALLY CLERKS/DRIVER/UN-SKILLED CASUAL WORKERS FOR PCS WORKS/AND OTHER WORKS IN CENTRAL WAREHOUSING CORPORATION, REGIONAL OFFICE, KOLKATA AND ITS FIELD UNITS.

I. Definitions:-

- i) The term 'Contract' shall mean and include the invitation to tender, incorporating also the instructions to tenderer, the tender, its annexures, 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 Corporation 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, Kolkata under whose administrative jurisdiction, in CWC, where the Data Entry Operators (DEOs) / QCA / Stenographer(English)/Computer Operator/Computer Operator(Hindi)/Tally Clerks/Driver/Un-skilled Casual Workers for PCS works/and other works, etc., have to be provided fall.
- vi) The term 'Office' shall mean the Central Warehousing Corporation, Regional Office, Kolkata and its warehouses belonging to or in occupation of the Corporation at any time.
- vii) The term 'Worker' shall mean Data Entry Operators (DEOs) / QCA / Stenographer (English)/Computer Operator/Computer Operator(Hindi)/Tally Clerks/Driver/Un-skilled Casual Workers for PCS works/and other works etc., personnel.

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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, Kolkata 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 to 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 Sole Proprietary concern or a registered/partnership firm or 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.

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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 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. Contractor must possess valid labour license of CA.
- (c) The Contractor shall during the period of Contract pay not less than minimum wages to the Data Entry Operators(DEOs)/QCA/Stenographer(English)/Computer Operator / Computer Operator(Hindi)/Tally Clerks/Driver/Un-skilled Casual Workers for PCS works /and other works etc., 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 and records as may be prescribed and/or demanded for inspection by RPF and to the Regional Manager, Central Warehousing Corporation, Regional Office, KOLKATA 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.

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- (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, Kolkata 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.

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- (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 Contract shall be liable to be terminated at the Risk and Cost of the (Contractor) and the decision of the Regional Manager, Kolkata 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.

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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 disfavor 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, Kolkata 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, Kolkata 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 un-workman like performance of any services under this contract or breach of any terms of the contract or failure to carry out the work under contract and for all damages or losses occasioned to the Corporation or in particular to any property belonging to the 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, Kolkata 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 of 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

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Corporation, Regional Office, Kolkata 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, Kolkata 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 Data Entry Operators(DEOs)/QCA/Stenographer(English)/Computer Operator/Computer Operator(Hindi)/Tally Clerks/Driver/Un-skilled Casual Workers for PCS works/and other works etc., "under the contract in accordance with the instructions issued by the Regional Manager, Central Warehousing Corporation, Regional Office, Kolkata or an officer acting on his behalf. If the contractor fails to supply the requisite number of Data Entry Operators(DEOs), Tally Clerks, Computer Assistants, Semi-skilled, Un-skilled Casual Workers for PCS works etc., the Regional Manager, Central Warehousing Corporation, Regional Office, Kolkata 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, Kolkata 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

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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, Kolkata 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, Kolkata 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, Kolkata 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, Kolkata 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) Data Entry Operators(DEOs)/QCA/Stenographer(English)/Computer Operator/Computer Operator(Hindi)/Tally Clerks/Driver/Un-skilled Casual Workers for PCS works/and other works. etc., 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.

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[SIGNATURE OF THE TENDERER]

- (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 Data Entry Operator (DEOs) / QCA / Stenographer (English)/Computer Operator/Computer Operator(Hindi)/Tally Clerks / Driver / Un-skilled Casual Workers for PCS works/and other works etc., and the CWC will have no concern/ liability whatsoever in respect of their services.
- (d) The contractor is liable to provide his own personnel and cannot take over the existing personnel, if any, of the erstwhile contractor. 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 contractors.
- (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, Kolkata 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, Kolkata 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 5th but not later than 7th failing which Rs.100/- per worker per day will be deducted from the bill(s). If the wages to the workers not paid by 10th of the following month the contract is liable to be terminated and security deposit will be forfeited.

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- (i) The contractor will not tag any condition whatsoever, including payment of its bills, with the timely disbursement of wages to the personnel engaged.

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, Kolkata.

XV. Volume of works

Subject as hereinafter mentioned, the Corporation does not guarantee any definite number Data Entry Operators(DEOs)/QCA/Stenographer(English)/Computer Operator / Computer Operator (Hindi) / Tally Clerks /Driver / Un-skilled Casual Workers for PCS works/and other works etc., required by the Corporation at any point of time, or throughout the period of the contract. However, tentative estimated requirement to beNos. The requirement of Personnel as mentioned may decrease/increase as per requirement during the period of contract.

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. Compliance of statutory obligations of all Govt. dues with time to time amendments will be binding on contractor.

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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, Kolkata 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, challans / documents for compliance of statutory obligation of Govt.dues.
- c) Contractor will submit one consolidated bill every month by 5th 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.
- f) Payment shall be made through e-payment system for which the following details shall be provided by the contractor immediately after commencement of the contract.
- g) Monthly verifiable bank document under valid authentication of bank authority deposited against each personnel.

- Name of the Bank
- Bank Account Number
- RTGS code(IFSC)

XVII. Rates

- i) The contractor shall quote his service charges for providing Data Entry Operator (DEOs), QCAs, Stenographer(English), Computer Operator, Computer Operator (Hindi) , Tally Clerks/Driver/Un-skilled Casual Workers for PCS works/and other works etc., 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, Kolkata 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

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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.

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

FORWARDING LETTER

Recent photograph of tenderer

From..... (full name & address of the tenderer)_____

The Regional Manager
Central Warehousing Corporation
Regional Office
Kolkata

Dear Sir,

Sub: Submission of tender for supply of Manpower.

1. I submit the sealed tender for appointment as contractor for providing Data Entry Operator (DEOs), QCAs, Stenographer(English) Computer Assistant, Computer Operator(Hindi), Semi-skilled, Un-skilled Casual workers for PCS / Misc..works, etc., 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, Kolkata 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 /e-payment _____ dated _____ drawn on the (bank) _____ for Rs._____ (Rupees _____(in words) in the name of Regional Manager, Central Warehousing Corporation, Regional Office, Kolkata and payable at Kolkata is enclosed as earnest money. In the event of my Tender being accepted I agree to furnish Security Deposit as stipulated in the Tender.

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

5. I do hereby declare that the entries made in the Tender and Appendices/ Annexure 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 Statue, 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 DATA ENTRY OPERATORS (DEOs) / QCA / STENOGRAPHER(ENGLISH)/COMPUTER OPERATOR/COMPUTER OPERATOR (HINDI)/TALLY CLERKS/DRIVER/UN-SKILLED CASUAL WORKERS FOR PCS WORKS/AND OTHER WORKS IN CWC, REGIONAL OFFICE, KOLKATA AND ITS FIELD UNITS .

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	Composition of Tenderer:- 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 /e-payment of EMD of Rs.....		
9	Turnover from Manpower supply contract for previous 3 years. (Rs.)		

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[SIGNATURE OF THE TENDERER]

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

Preliminary scrutiny of bids

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

The Corporation will scrutinize the bids received to see whether they meet the basic requirements as incorporated in the bid document. The bids which do not meet the basic requirements shall be treated as unresponsive and ignored. The following are grounds due to which a bid may be declared as unresponsive and to be ignored during the initial scrutiny:

- i) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed);
- ii) The bid is not legible;
- iii) Required EMD and cost of tender has not been received;
- iv) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- v) The bidder has not quoted for all the items, as specified in Section-I (IFB).
- vi) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages/penalty clause, security deposit/performance bank guarantee and dispute resolution mechanism.

Only the bids which are not unresponsive shall be taken up for further evaluation.

Further evaluation of Stage: I Technical Bid

- (a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- (b) Corporation, if necessary, can ask the tenderer for any specific clarification relating to qualifying document/condition or can seek missing document(s) within the specified time of 10 to 15 days. For this purpose, the procedure stated below in Para No.2.3 is to be followed and the specific clarification and missing document is required to be uploaded on the same portal as per the procedure prescribed therein.
- (c) Corporation can waive any minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute material deviation
- (d) The tenderer has the option to respond or not to respond to these queries.
- (e) The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.

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[SIGNATURE OF THE TENDERER]

- (f) If the tenderer fails to respond, within the stipulated time period or the clarification(s)/document(s) submitted is non-conforming to requirement of tender condition s, no further time will be given for submitting the same and the tender will be summarily rejected.
- (g) All the responses to the clarifications will be part of the Proposal of the respective tenderer and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement.

Procedure to be followed for obtaining missing documents & specific clarification:

- i. An Icon for clarification shall appear on “Bid details” page (in front of each of the bidder’s name) at Corporation’s end after opening of Technical/Financial Bid.
- ii. Corporation shall click on clarification icon for the desired bidder and enter the details of clarifications/missing documents sought within the prescribed time.
- iii. After entering the details of clarification/missing document sought by the Corporation, same icon shall appear at Bidder’s end for replying to the particular clarification/missing document sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification/missing document sought by the Corporation .
- iv. Bidder will click on clarification icon and will reply to the same and upload the required document (optional) in support of clarification sought and also submit missing document, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.
- v. Once the prescribed time expires, clarification icon from bidder site shall disappear automatically.
- vi. After expiry of prescribed time, Corporation shall download the clarification/missing document submitted by the bidder.

Seeking bank guarantee towards security deposit from the scheduled banks.

“The tenderers are requested to submit bank guarantee towards security deposit issued from any branch of the scheduled bank/nationalized bank”.

Solvency Certificate – Format and Validity.

The issue date of the solvency certificate should not be more than six months old prior to the date of submission of tender or should have validity as on last date of submission of tender. The solvency certificate should be submitted in any of the formats given in **Annex-II** for the purpose of guidance.

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

Net Worth Certificate (Format)

Tenderer should submit positive net worth certificate duly certified by a practicing Chartered Accountant as per **Annex-III based** on the latest financial year for which accounts i.e. Profit & Loss Account and Balance Sheet have been enclosed with the tender.

Need for uploading the full tender document.

The declaration from the tenderer as per **Annex-IV** be submitted with the technical bid confirming that he has understood the tender document and his bid complies with the tender requirements/terms & conditions of the tender document, he has quoted the rates without any condition/deviation and the rates quoted by him are as per tender document. This Requirement of Technical bid be clearly defined in the tender document and also in the checklist.

Need for Resolution of the Board in case of a Company.

- (a) Organization Details: In case the bidder is a Proprietorship Firm, Affidavit as per **Annex-V**; in case the bidder is a Partnership Firm, certified copy of Partnership Deed; in case of a Company (whether Private or Public), certified copy of Certificate of Incorporation together with Memorandum and Articles of Association; and in any other case, certified copy of certificate of incorporation be submitted by the bidder.
- (b) Power of Attorney in favour of signatory(ies) duly attested by Notary as per **Annex-VI** be submitted. Annexure VI is for the purpose of guidance only and deviations in the wording can be accepted.
- (c) Copy of Affidavit duly attested by the Notary as per **Annex-VII** be submitted certifying that the documents submitted along with the tender documents are under his knowledge and are authentic, genuine, copy of their original and no part of them is false, forged or fabricated.

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

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 splittable of non-dividable, MSE, quoting price within the price band or L1+15% may be awarded for full/complete supply of total tendered value.

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

Format of Solvency Certificate

Format 1

No.....

To

.....

.....

This is to state that to the best of our knowledge and information, Mr/Ms./M/s..... a customer of our Bank is respectable and can be treated as good up to a sum of Rs..... (Rupees in words.....).

It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

Place:

For BANK

Date:

MANAGER

OR

Format 2

No.....

To

.....

.....

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

This is to certify that as per information available, Shri/Smt./Ms....., is solvent up to Rs.....(Rupees.....)
The certificate is valid for the period from.....to..... This certificate is issued without any guarantee or responsibility on the part of the Bank or any of its employees.

Place:

For BANK

Date:

MANAGER

Annex-II

Format of Net Worth

A. The Net Worth of Mr./Ms./M/s_____ for last Financial Year _____ is Rs._____ Lakhs as per his/her/their books of Accounts.

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

Signature of Chartered Accountant

Name:

Membership No.:

Seal:

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

COMPLIANCE TO BID REQUIREMENT

We hereby confirm that we have gone through and understood the Tender Document and our bid complies with the requirements/terms and conditions of the Tender Document and subsequent addendum/corrigendum (if any), issued by CWC, without any deviation/exception/comments/assumptions.

We also confirm that we have quoted the rates without any condition and deviation.

The Tender has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement., Further, we shall sign an stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

We further confirm that we have quoted our rates in our financial bid as per the conditions of the Tender Document and for all the items.

Stamp and signature of the bidder:

Name of the bidder :

NOTE: To be stamped and signed by the authorized signatory who is signing the Bid and submitted along with the Technical Bid.

AFFIDAVIT

(For Sole Proprietary Firm)

I,

.....R/o
..... do hereby
solemnly affirm and declare as under:-

1. That I am Sole Proprietor of
.....(Sole Proprietor Firm Name)
2. That the office of the firm is situated
at.....

.....

DEPONENT

Place:

Date:

VERIFICATION

Verified that the contents of my above said affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed there from.

DEPONENT

Place:

Date:

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/company who is issuing the Power of Attorney).

We, M/s _____ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____

(Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____ (name of work), including signing and submission of application/tender/proposal, participating in the meetings, responding to queries, submission of information/documents and generally to represent us in all the dealings with CWC or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with CWC and thereafter till the expiry of the Contact Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

(In H&T tenders in the case of Consortium/Joint Venture)

Our firm is a Member/Lead Member of the Consortium of _____

and _____.

Dated this the _____ day of _____ 20

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

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

(Signature and name in block letters of Proprietor/All the partners of the firm/Authorized Signatory for the Company)(Strike out whichever is not applicable)

Seal of the Proprietorship firm/Partnership firm/Company

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes:

In case the Firm/Company is a Member of a Consortium,/JV, the authorized signatory has to be the one employed by the Lead Member.

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

Power of Attorney is to be attested by Notary

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

Affidavit

AFFIDAVIT OF, S/o / D/o

Resident of _____ EMPLOYED AS
_____ WITH

_____ HAVING OFFICE

AT _____

PIN _____, I, the above named deponent do hereby solemnly affirm and state as under:-

1. That I am the authorized representative and signatory of M/s. _____
2. That the document (s) submitted as mentioned hereunder, by M/s. _____
Along with the Tender Document submitted under covering letter No. _____

dated _____ towards Tender No. _____ for _____ (Project) has/have been submitted under my knowledge.

3. That the document(s) submitted, as mentioned above, by M/s. _____ along with the Tender Document towards Tender No. _____ for _____

Are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) is false, forged or fabricated.

4. That no part of this affidavit is false and that this affidavit and the above declaration in respect of genuineness of the documents has been made having full knowledge of (i) the provisions of the Indian Penal Code in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of Tender conditions which entitle the CWC to initiated action in the event of such declaration turning out to be a misrepresentation or false representation.

5. I depose accordingly.

DEPONENT

VERIFICATION

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

No.E-01/Manpower/2017/

Date:04.01.2017

I, _____ the deponent above named to hereby verify that the factual contents of this affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

DEPONENT

Note: Affidavit is to be attested by Notary.

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

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

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

Price Bid

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

Kolkata

Dear Sir,

I / we submit the sealed price bid for appointment as contractor for providing Data Entry Operators (DEOs)/QCA/Stenographer(English)/Computer Operator/Computer Operator (Hindi) /Tally Clerks /Driver /Un-skilled Casual Workers for PCS works/and other works at Central Warehousing Corporation, Regional Office, Kolkata 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 Data Entry Operators (DEOs) / QCA / Stenographer(English)/Computer Operator/Computer Operator(Hindi)/Tally Clerks /Driver / Un-skilled Casual Workers for PCS works/and other works etc., at the following percentage of service charges on the minimum wages (basic + DA) fixed / notified by the labour Deptt. of Central Govt.,Employment Minimum Wages Fixed in Central Sphere – **“Construction or Maintenance of Roads or Runways or in Building Operations including laying down underground Electric, Wireless, Radio etc.”** 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 skilled, semi skilled, unskilled, etc.)	Existing minimum wages (per month including DA) (As per Central Govt.'s Minimum Wages in Central Sphere notification dated	% of minimum wages as service charge inclusive of all, except Service Tax.
Data Entry Operators (DEOs)			
QCAs			
Stenographer (English)			
Computer Operator (English)			
Computer Operator (Hindi)			
Tally Clerks			
Driver			

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

Un-skilled Casual Workers for PCS works / and other works.			
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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 etc., except service tax as applicable from time to time.
4. I / We undertake to make payment of not less than minimum wages as notified by the Central Government from time to time to the Data Entry Operators (DEOs) /QCA/Stenographer(English)/Computer Operator/Computer Operator (Hindi) /Tally Clerks/Driver/Un-skilled Casual etc.
5. I / We undertake to comply with rules, acts and regulations made by the State Government / central 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, Kolkata.
7. Any upward revision in the basis 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, Kolkata or not.

Yours faithfully,

(_____)
Signature of Tenderer with seal
(Capacity in which signing)

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]

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 and its warehouses in response to the submission of e-tender/ tender by me / us on _____ to the Regional Manager, Central Warehousing Corporation, Regional Office..... 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. CWC, Regional Office..... 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..... 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
.....

Witness

Witness

1.

1.

[SIGNATURE OF THE ISSUING OFFICER]

[SIGNATURE OF THE TENDERER]