

**CENTRAL WAREHOUSING CORPORATION  
(A GOVT. OF INDIA UNDERTAKING)  
REGIONAL OFFICE: AHMEDABAD**

**Tender form Fees:  
1000/-plus 18% GST  
(One Thousand Only)**



**E-TENDER FOR APPOINTMENT OF CONTRACTOR FOR SUPPLY OF CASUAL  
LABOURS FOR TECHNICAL & PCS WORK IN AHMEDABAD (GUJARAT)  
REGION.**

DATE FOR DOWNLOADING TENDER FORM: 01.09.2018 from 10:00 Hrs  
to  
:28.09.2018 upto 23:59Hrs



LAST DATE FOR SUBMISSION :29.09.2018 upto 11:30Hrs  
OF TENDER

DATE OF OPENING OF TECHNICAL BID:29.09.2018 At 12:00 Hrs

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REGIONAL OFFICE: Mahalaxmi Char Rasta, Opp. Unnati Vidhyalaya, Paldi, Ahmedabad –  
380007

Phone No. 079 – 2658 2065 / 2658 0451 Fax : 079 – 2658 0236 Tele Fax 26582542E-mail :  
[rmahd@cewacor.nic.in](mailto:rmahd@cewacor.nic.in) , [samtech.ahd@cewacor.nic.in](mailto:samtech.ahd@cewacor.nic.in) , Web site : [www.cewacor.nic.in](http://www.cewacor.nic.in)

 <b>Warehousing For Everyone</b>	<b>CENTRAL WAREHOUSING CORPORATION</b> <b>(A GOVT. OF INDIA UNDERTAKING)</b> <b>REGIONAL OFFICE: AHMEDABAD</b>	 <small>ISO 9001:2008   ISO 14001:2004   OHSAS 18001:2007</small> <small>www.fwc.com</small> <small>01 100 1328128   01 104 1328128   01 113 1328128</small>
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No.CWC/RO.Ahd/Tech/Casual Labour/2018-19/

Date: 01.09.2018

**:E-Tender Notice Tender:**

Central Warehousing Corporation invites online e-tendering under two bids system from professionally competent and financially sound interested parties for appointment of regular contractor under E-tender for **“APPOINTMENT OF CONTRACTOR FOR SUPPLY OF CASUAL LABOURS FOR TECHNICAL & PCS WORK IN AHMEDABAD (GUJARAT) REGION”**.

Scope of work	<b>SUPPLY OF CASUAL LABOURS FOR TECHNICAL &amp; PCS WORK IN AHMEDABAD (GUJARAT) REGION.</b>
Tender notice	Online (e-tendering) for above work. Tender documents will be available on website: <a href="http://www.tenderwizard.com/CWC">www.tenderwizard.com/CWC</a> , <a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a> , <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> .
Tender type	Open

Schedule of E-Tender	Document Downloading Date & Time.	01.09.2018 from 10:00 Hours to 28.09.2018 upto 23:59 Hours
	Last date and time of online bid submission.	29.09.2018 up to 11:30 Hours
	Physical submission or by courier of EMD and tender cost.	29.09.2018 up to 11:30 Hours
	Date and time of online technical bid opening.	29.09.2018 up to 12:00 Hours.
	Date and time of online price bid opening	Will be intimated later on.
Bid validity period	90 days and further extendable by fortnight from the date of opening of technical bid.	
EMD	Rs.50,400/- (Rupees Fifty Thousand Four Hundred Only) by way of DD in favour of Central Warehousing Corporation, payable at Ahmedabad or through e-payment/NEFT/RTGS in PNB A/cs No. 3753002100213948, IFSC Code: PUNB0375300, MICR Code:380024010 and proof of e-payment shall be submitted to this office by physically or by courier before 11.30 Hrs. of 29.09.2018.	
Period of contract.	<b>Initially for a period of two years from the date of appointment</b> , the Contract can be further extended further for a period of six months at the sole discretion of CWC. The contract can be further extendable if mutually agreed.	
Cost of tender	Rs. 1000/- plus 18% GST. by way of DD in favour of Central Warehousing Corporation, payable at Ahmedabad <i>or</i> through e-payment /NEFT/RTGS in	

	PNB A/cs No. 3753002100213948, IFSC Code: PUNB0375300, MICR Code:380024010 and proof of e-payment shall be submitted to this office by physical or by courier before 11.30 Hrs. of 29.09.2018.
Estimated Value of Contract	Rs. 25,17,360.00. (Twenty Five Lakh Seventeen Thousand Three Hundred Sixty Only).
Processing fee of tender document	As applicable Plus applicable GST to M/s KSEDC Ltd through E-Payment by each tenderer and proof of e-payment be submitted to this office by physical or by courier before 11.30 Hrs. of 29.09.2018.
Security Deposit (Rs.)	Rs. 2,51,800/- (Rupees Two Lakh Fifty One Thousand Eight Hundred Only).

### **ELIGIBILITY CRITERIA**

Bidders are requested to see clause No.7 of tender document for eligibility criteria and documents required therein.

### **OTHER DETAILS:-**

[1] Bidder must upload scanned copies of documents in support of their eligibility of bid as given in clause no. 7 of tender document. 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 for the next 05 (Five) years.

[2] Bidders who wish to participate in the e-tendering will have to procure valid digital certificate as per Information Technology Act, 2005. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.

[3] **DOWNLOADING OF TENDER DOCUMENT:-** The tender document for this work are available only in electronic format which bidder can download free of cost from the above mentioned website.

[4] **SUBMISSION OF TENDER:-** Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will out rightly rejected. Bidder will have to submit tender cost and EMD by couriers or personally in the form of Demand Draft / Banker's Cheque issued by any Nationalized or Scheduled Bank drawn in favour of Central Warehousing Corporation payable at Ahmedabad as per the above-mentioned scheduled date and time, delay is not permissible.

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

[5] Internet site address for e-Tendering activities will be [www.tenderwizard.com/cwc](http://www.tenderwizard.com/cwc) can be seen and down loaded at CWC's website [www.cewacor.nic.in](http://www.cewacor.nic.in).

[6] 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.

[7] The digital signature certificate is normally issued within two working days. The interested bidders are requested to apply for the same well in advance.

[8] In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.

[9] Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid in Excel format only.

[10] After filling data in pre-defined forms, bidder need to click on final submission link to submit their encrypted bid.

[11] The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.

[12] Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.

[13] No definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation.

[14] Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluka Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry.

[15] The Central Warehousing Corporation reserves the right to accept / reject the tender/ tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.

[16] Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad may, at his discretion, extend this date by a fortnight and such extension shall be binding on the Tenderers.

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

[18] Tender to remain open for acceptance for 90 days inclusive of date of tender opening [Technical bid]

Any clarification regarding online participation, they can contact: -

**M/s Karnataka State Electronics Development Corporation Ltd.,**

No. 29/1, Race Course Road, Bangalore-560 001

For local assistance, may call following help line numbers at KEONICS, Ahmedabad

**Shri Sunil. Mob: 9714881992 / 9624981992** Tender contains pages 1 of 31. This NIT is the part of Tender Document.

**REGIONAL MANAGER**

**CHECK LIST OF DOCUMENTS**

Tender Notice Invited online for Supply of Casual Labour for Technical and PCS work in Ahmedabad (Gujarat) Region.

Page No	Description of Documents
8	Earnest Money Deposit ( <b>50,400/-</b> )
9-10	Document (Sl.No.1 to 9) to be uploaded during ONLINE e-Tendering system in readable condition, Scanned & uploaded in PDF format only.
14-21	Terms and Conditions (Annexure-I) (Page14-20) Liability for Casual Labour engaged by the Contractors (Page-21) Services to be performed by the Contractor & Duties and Responsibilities of the Contractors
24-25	Technical Bid (Annexure-II)
28	Schedule of Payment
29-30	Price Bid (Annexure-III)

I have accepted all the terms and conditions of the tender. I have also uploaded Documents on e-Tendering site as per Page No. 9-10 (Sl.No.01 to 9) & Page No.24 (Annexure-II) which are scanned in PDF format.

This page also signed, scanned & uploaded on e-Tendering Site.

Signature of Tenderer

With seal

**The Regional Manager**

Central Warehousing Corporation,  
Regional Office,  
**Ahmedabad.**

To,

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Dear Sir,

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation) the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad invites tender under two bid system from Contractors/Agencies having experience and expertise in supplying casual labours to Central Govt./State Govt./PSUs/Large Private Companies for supply of casual labours for technical & PCS work in Ahmedabad (Gujarat) region for a period of Two year which can be extended further for a six months at the sole discretion of CWC.

**Place of Service**

Supply of Casual Labour shall be at Central Warehouses & Pest Control Cells or any other places where services will be required in Ahmedabad (Gujarat) region (As per Schedule-A).

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) The tenderer should have executed following value of work during preceding five year: Atleast 25% of the total estimated value of contract to be awarded, in one single contract OR 50% of the total Estimated value of the contract to be awarded, in different contracts. The documentary proof of work in hand at present should also be attached. Non-submission of experience will disqualify the tenderer.

(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 Manpower supplied, 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 a Proprietor, Partner in another Firm, or as Director of a 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) INFORMATION TO E-TENDERERS**

The Tenderers must furnish full, precise and accurate details in respect of information asked as per Annexure-II attached to the form of E-Tender.

**b) SIGNING OF e-TENDERS:**

Person(s) signing the Tender shall state in what capacity he is, or they are signing the Tender, e.g., as sole Proprietor of the Firm or as partner of a partnership firm or as a Secretary, Manager/Director etc., of a Limited Company. In case of Partnership Firm, the names of all 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 Limited Company, the names of all 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 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:**

- (i) Rs. 50,400/-(Rupees Fifty Thousand Four Hundred Only) by way of DD in favour of Central Warehousing Corporation, payable at Ahmedabad or through e-payment/ NEFT/RTGS in PNB A/cs No. 3753002100213948, IFSC Code: PUNB0375300, MICR Code:380024010 and proof of e-payment shall be submitted to this office by physically or by courier before 11.30 Hrs. of 29.09.2018. Tender not accompanied by Earnest Money shall be summarily rejected.
- (ii) MSEs registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter
- (iii) The earnest money shall be returned to all unsuccessful tenders, as soon as practicable after decision on tenders and to a successful tenderer, after he has furnished the security deposit; if the successful tenderer does not desire the same to be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money, under any circumstance.
- (iv) *Earnest money shall be forfeited in the event of the tenderers failure, after the acceptance of his tender, to furnish the requisite security deposit by the due date to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.*
- (v) *Any false/ wrong information/ credentials submitted may lead to the tenderers being blacklisted in CWC and debarred for participating in tender for next five years besides forfeiture of the Earnest Money Deposited.*

#### **6. Security Deposit:**

- (i) The successful Tenderer shall furnish, within fifteen working days of acceptance of his Tender, Security Deposit of Rs. 2,51,800/- (Two Lakh Fifty One Thousand Eight Hundred Only) by way of DD in favour of Central Warehousing Corporation, payable at Ahmedabad for the due performance of his obligations under the contract.
- (ii) In case of failure of tenderer to deposit the security deposit within 15 working days of acceptance of his tender further extension of 07 working days can be given by Regional Manager subject to levy of penalty @ 1% of security deposit.
- (iii) The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the Tender and the Corporation will not to be liable for payment of any interest on the Security Deposit.



(iv) In the event of the Tenderers failure, after the communication of acceptance of the Tender by the Corporation, to furnish the requisite Security Deposit by the due date including extension period, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The Corporation in its sole discretion may debar the tenderer from participating in any other Tender Enquiry in CWC for a period of 5 years.. After the completion of prescribed period of five years, the party may be allowed to participate in the future Tenders of CWC provided all the recoveries/dues have been effected by the Corporation and there is no dispute pending with the contractor/party.

(v) If the successful Tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Tender and a fresh Security Deposit will be required to be furnished.

(vi) Upon satisfactory performance of the services and on completion of all the obligations by the contractor under the terms of the contract and on submission of “**No Demand Certificate**” from the concerned Manager/Warehouse Manager 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 Annex-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.

**7. ELIGIBILITY CRITERIA: FOLLOWING DOCUMENTS TO BE ATTACHED DURING ONLINE e-TENDER SUBMISSION:**

No documents are to be enclosed with the Price Bid. Scanned copy of the following documents is to be annexed with Technical Bid in PDF Format only.

<b>Document-I</b>	<p>The tenderer should have executed following value of work during preceding five year :</p> <p>Atleast 25% of the total estimated value of contract to be awarded, in one single contract</p> <p>OR</p> <p>50% of the total Estimated value of the contract to be awarded, in different contracts.</p> <p>The documentary proof of work in hand at present should also be</p>
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	attached. Non submission of experience will disqualify the tenderer.
<b>Document-2</b>	(i) Copy of PAN card of the Firm / Company (ii) Copy of GST Registration of the Firm/ Company
<b>Document-3</b>	Attested copies of the Power of Attorney / Resolution by BOD of Company, as the case may be.
<b>Document-4</b>	Attested copies of the partnership deed/copy of Memorandum of Articles of Association, as the case may be.
<b>Document-5</b>	The tendered should have achieved the average turnover of minimum Rs. 3,14,670/- during the three preceding financial years. Audited copy of Balance Sheet and Profit & Loss Account of the Company / Firm showing turnover last 3 years to be furnished.
<b>Document-6</b>	Name of the Bankers, Facilities enjoyed and Bank Statement of last 06 months.
<b>Document-7</b>	(i) Copy of PF Registration Certificate (ii) Copy of ESIC Registration Certificate
<b>Document-8</b>	Copy of Valid Labour Licence.
<b>Document-9</b>	Check List, duly signed(See Para 'b' of this page)

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 as per CHECK LIST (Page-5). The Check List, must also be duly signed, scanned & 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 Annexure-III and submit only through e-tendering 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 online (website [www.cewacor.nic.in](http://www.cewacor.nic.in) or [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC)) at the time and date indicated in the tender form. The tenderer can check their e-tender response online through website.

### **[9.1] Evaluation of Stage: I Technical Bid :**

*Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification his technical bid is liable to be rejected. Tenderers are requested to visit clause 9.1 & 9.2 of tender document for detailed instructions.*

- [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] The Corporation, if necessary may ask the tenderer for any specific information / clarification relating to qualifying document / condition or can seek missing document [s]. The required clarification and missing documents must be uploaded within specified time subject to maximum of 15 days on the same portal as per the procedure prescribed below i.e. in clause 10.2

The missing documents sought are allowed to be submitted only by uploading on the tender web site through which same has been asked.

With respect to qualifying criteria, if any information / document is not submitted or partly submitted or wrong document is submitted or the document submitted does not explain fully the tender requirements, same can be sought by the Corporation from the tenderer.

- [c] Corporation well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a 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.
- [f] If the tenderer fails to respond, within the stipulated time period or the clarification[s] / and missing document[s] submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- [g] All the responses to the clarifications and missing documents will be part of the Proposal of the respective tenderer and if the clarifications and missing documents are in variance with the earlier information in the proposal, the information provided in later stages will also be the part of the evaluation process for technical qualification.

**[10.3] Procedure to be followed for obtaining specific clarification:**

- [a] An Icon for clarification and missing document 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.
- [b] Corporation shall click on clarification and missing documents icon for the desired bidder and enter the details of clarifications and missing documents sought within the prescribed time.
- [c] After entering the details of clarification and missing documents sought by the Corporation, same icon is to be clicked at bidder’s end for replying to the particular clarification and missing documents sought by the Corporation. The system will also

send the alert to the bidder at his registered e-mail address about the clarification and missing documents sought by the Corporation.

- [d] Bidder will click on clarification icon and will reply to the same and upload the required clarification and missing documents [optional] in support of clarification sought and also submit missing documents, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.
- [e] Once the prescribed time expires, the reply button of clarification and missing documents screen from bidder side shall also disappear automatically.
- [f] After expiry of prescribed time, Corporation shall download the clarification and missing documents submitted by the bidder.
- [g] Bidder to refer clarification and missing documents manual available on e-portal ([www.tnderwizard.com](http://www.tnderwizard.com))/CWC or seek assistance from the Help desk.

#### **(10.4) Terms for Micro & Small Enterprises (MSME)**

- [I] Tender document cost will not be charged from Micro & Small enterprises (MSEs).
- [II] MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit (EMD).
- [III] 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 Centers
  - [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.
- [IV] 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 an affidavit duly attested by the Notary as per Appendix – A.
- [V] In case the MSE does not fulfill the criteria at Sr. No III, IV and V above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.
- [VI] As per Public procurement policy on MSE, Considering that this is a non-divisible tender, an MSE quoting in the price band of L1 + 15% will be awarded for full/complete work of tender, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L1 rate after negotiation if any, by the MSE concerned.

#### **11. 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 from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

**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.** 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.

#### **15. 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, Ahmedabad (or an officer authorized to act on his behalf), as the case may be at their own expense.

The Regional Manager, CWC, RO, Ahmedabad 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 or formal "Acceptance of Tender".

#### **16. EXECUTION OF AGREEMENT:**

The successful tenderer shall enter into an agreement with the Corporation in the format as appended. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value.

[i]The execution of agreement shall be preceded by furnishing of Security deposit as detailed above. The agreement shall be executed within one week of the acceptance of the tender, failing which the Contract is liable to be terminated. In such case the Earnest Money Deposit of the tenderer shall stand forfeited.

[ii]The Regional Manager may at his discretion, however, on a specific request by the successful tenderer, give additional time to the tenderer to furnish the Security Deposit and execute the Agreement, which in any case shall not exceed more than 15 days in all, including the original one week period.

**ANNEXURE-I****TERMS AND CONDITIONS GOVERNING CONTRACTS FOR SUPPLY OF CASUAL LABOURS FOR TECHNICAL & PCS WORK IN AHMEDABAD (GUJARAT) REGION.****I. Definitions**

(i) The term 'Contract' shall mean and include the Invitation to Tender incorporating also the instructions to Tenderer, the Tender, its Annexures, Appendices, acceptance of Tender and such general and special conditions as may be added to it.

(ii) The term 'Contractor' shall mean and include the person(s), Registered Firm or Company with whom the contract has been placed including their Heirs, Executors, Administrators and Successors and the permitted Assignees as the case may be.

(iii) The term 'Contract Rates' shall mean the rates of payment accepted by the Central Warehousing Corporation.

(iv) The term 'Corporation', wherever occur, shall mean the Central Warehousing Corporation established under the Warehousing Corporations Act, 1962 and will include its Managing Director and its successor(s).

(v) The term "Regional Manager" shall mean the Regional Manager of the Corporation 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, Ahmedabad and its Warehouses belonging to or in occupation of the Corporation at any time.

(vii) The term "Casual Labour" shall mean unskilled labourer employed temporarily / on need basis under a contract.

**II. Object of the Contract:**

The Contractors shall supply casual labours for technical & pcs work in Ahmedabad (Gujarat) region. (List of Warehouses/Locations is enclosed –**Schedule-‘A’**).

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.

**III. Parties to the Contract**

(a) The parties to the Contract are Contractor and the Central Warehousing Corporation represented by the Regional Manager, Regional Office, Ahmedabad 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. Constitution of Contractors**

(a) Contractors shall, in the Tender, indicate whether they are a Sole Proprietary Concern or a Registered firm or 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 Partners/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 third parties fully aware of the position aforesaid.

#### **VII. LIABILITY FOR CASUAL LABOUR ENGAGED BY THE CONTRACTORS:**

a) All the Casual Labour employed by the contractors shall be engaged by them as their own employees/workmen in all respects implied or expressed.

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,1938 or any re-enactment or modification of the same".

c) The responsibility to comply with the provision of the various labour laws of the country such as Minimum Wages Act 1948, Payment of Wages Act of 1936, Workmen's Compensation Act 1923, Employees Provident Fund Act 1952, Maternity Benefit Act 1961, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus Act 1965, Payment

of Gratuity Act 1972, Equal Remuneration Act 1976 or any other Act, to the extent they are applicable to their establishment/workmen, will be solely that of the contractor. The Regional Manager, CWC, RO, Ahmedabad on behalf of the Corporation in the capacity of Principal employer will also have every right to ensure that the wages shall be disbursed to the workmen/employees of the contractor in the presence of his representative.

d) The Corporation shall be fully indemnified by the contractor against all the payments, claims and liabilities whatsoever, incidental or directly arising out of or for compliance with or enforcement of the provisions of the above said Acts or similar other enactment of the country as they are at present or as they would stand modified from time to time, to the extent they are applicable to the establishment/work in the Corporation.

e) The Regional Manager, CWC, RO, Ahmedabad shall have the right to recover/deduct from any money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or deduction made from his or their wages, which are not authorized or justified by the terms of the contract or non-observance of the Rules, Regulations and or by way of fulfillment of any obligations on the part of the contractor for strict observance of the statutory provisions of the aforesaid laws.

f) The contractor shall provide uniform of distinct colour and Photo Identity Card to each Casual Labour.

g) If the authorized person/caretaker or any officer acting on his behalf demands the removal of any of his employees, the contractor shall do so forthwith. The decision of such authorized person shall be final & binding on the contractor and the Corporation shall in no way be liable for any consequences for which the contractor will be fully responsible.

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 regulation/enactments made by the State Government/Central Government from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of unpaid wages and un-authorized deductions, maintenance of wage book or 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) Notwithstanding the fact, whether the said legislation/enactments or any statutory modification thereof, are applicable or not to the employees/workers employed by the contractor who shall pay the following to them:

a) In every case in which by virtue of the provisions of sub-section(1) of Section 12 of the workmen's Compensation Act, 1923, the Corporation is obliged to pay compensation to a workman employed by the contractor in execution of the contract, the Corporation will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the Corporation under sub-section (2) of Section 12 of the said Act. The Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the contractor whether under this contract or otherwise.

b) In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition Act 1970 and the Contract Labour (Regulation and Abolition) Rules, 1971 the



Corporation is liable to pay any amount of wages to a workman employed by the contractor in execution of a contract, or to incur any expenditure in providing Welfare and or health amenities required to be provided under the above said Act and Rules or under Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Warehousing Corporation contractors, the Corporation will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of the Corporation under sub-section (4) of Section 21 and sub-section (2) of Section 20 of the Contract Labour (Regulation and Abolition) Act. The Corporation shall also be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the contractor, whether under this agreement or otherwise.

j) The contractor shall be required to work during such time of the day or night as prescribed by the concerned authorized person/Manager/Warehouse Manager. The duration of work or days may be fixed by him/them for any length of time during the currency of the contract. The work shall be carried out for 8 hours per shift/man-day throughout the year or in such working hour's pattern as the concerned authorized person/ Manager/Warehouse Manager may require in his sole discretion.

k) The Casual labourers of the contractor shall be subject to security regulation of the Corporation including search by officials of CWC at the time of their departure from the place of duty.

l) The Corporation shall not be bound to contest any claims made against it under Contract Labour (Regulation and Abolition) Act or Workmen's Compensation Act or any other similar Act, in respect of contract labour.

m) The Contractor, wherever required, shall obtain a valid licence under the Contract Labour (R&A) Act 1970, and the Contract Labour (R&A) Rules 1971 before the commencement of the work and shall continue to have a valid license [issued by Asstt. Labour Commissioner (Central)] until the completion of the contract.

n) The contractor shall pay to the labour employed by him directly wages not less than the "minimum rates of wages", notified by the Central Govt. where the work is carried out and in compliance with Rule 252(iv) of Contract Labour (R&A) Central Rules 1971 or the State Govt. whichever is high. The wages paid shall be intimated to CWC with proof of amount paid towards wages.

o) If any accident takes place at the place of work, contractor shall be fully responsible for which he should get workmen compensation.

p) The contractor shall submit monthly bill in the manner as stated in clause XVII up to 7th of every month along with the following information/documents:

i) The number of labourers employed by him (List by name)

ii) The wages paid to the labourers as per the Minimum Wage Act along with photocopy of Challan showing deposit of EPF & ESI contribution along with contractor's contribution deposited during previous months.

iii) The accidents that occurred during the said month showing the causes or circumstances under which they occurred and the extent of damage and injury suffered by them.

**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 off or bearing 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.

**IX. Period of Contract:**

(i) The contract shall remain in force for a period of two year from the date of taken over of work, which can be extended for a further a period of six months at the sole discretion of Regional Manager, CWC, RO, Ahmedabad. The contract can be further extendable mutually agreed period on the same rates, terms & Conditions.

(ii) The Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad reserves the rights to terminate the Contract at anytime 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, Ahmedabad under this clause shall be final, conclusive and binding on the Contractor.

**X. 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 the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property belonging to the Corporation, due to addition, the Regional Manager 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, Ahmedabad 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.

**XI. 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, Ahmedabad 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) The Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad 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 contractor 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 un-workman like performance of any of the services under the contract.

(c) The contractor shall be responsible to supply adequate and sufficient Nos. of Casual labour at Warehouses/PCS Cells of Ahmedabad Region under the contract in accordance with the instructions issued by the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad or an Officer acting on his behalf. If the contractor fails to supply the requisite number of Casual Labourers, Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad 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, Ahmedabad shall be final and binding on the contractor(s).

## **XII. 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-workmanlike performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at anytime thereafter may become due, to the contractor under this or any other contract with the Corporation. In the event of the sum which may be due from the Contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractor as aforesaid shall be deducted from the Security Deposit, furnished by the contractor. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.

(b) In the event of termination of this Contract, or in the event of any breach or any of the terms and conditions of this Contract by the contractor, the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad shall have the rights 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, Ahmedabad in respect of such damages, losses, charges, expenses or cost shall be final and binding on the contractor(s).

### **XIII. DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS:**

1. The contractors shall engage competent and adequate manpower of the required category i.e. unskilled Casual Labour for technical and pest control work to the satisfaction of the Corporation. 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, Ahmedabad shall have the right to ask for the dismissal of any Casual Labour of the contractors, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect, 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/mobile 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/Pest Control Cell In-charge/Warehouse Manager every day and generally to remain in touch with them to obtain information about the day-to-day requirements/programme.

### **XIV. Set-off**

Any sum of money due and payable to the Contractor (including Security Deposit refundable to the Contractor) under this Contract maybe 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.

### **XV. 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, Ahmedabad.

**XVI.[A] Volume of work:**

- a) Subject as hereinafter mentioned the Corporation does not guarantee any definite volume of Casual Labours 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 Casual Labours 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 shall be entertained for compensation arising directly or indirectly out of such fluctuations in the volume of workmen to be handled during the currency of the contract”.

**XVI[B] SERVICES TO BE PERFORMED BY THE CONTRACTORS:****1. SUPPLY OF CASUAL LABOUR:**

The contractor shall provide such number of unskilled Casual Labours whenever asked to do so by the Regional Manager, CWC, RO, Ahmedabad or any officer acting on his behalf at location specified in Ahmedabad (Gujarat) Region. Estimated requirement of Casual Labour is 250 approx. per month as at present, which however may increase or decrease as per requirement (Please refer **Schedule-A**).

**2. PAYMENT OF WAGES:**

The payment of wages shall not be less than the minimum wages rates fixed by Central Govt. from time to time during the material period for casual labours per day. The contractor shall comply the ESI, EPF and other such rules as are applicable during currency of contract.

**XVII. 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 Goods & 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 alongwith bill of having made all statutory payments including all taxes to concerned authorities. **The mode of wages shall be Bank Account transfer/Account payee cheques of deployed casual labour and CWC in its discretion could call for bank statement of wages.**

b) Payment will be made by the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad on submission of pre-receipted bills in triplicate, duly supported by attendance certificates issued by the 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 Manager/Warehouse Managers or an officer acting on his behalf as the case may be with his bill.

c) Contractor will submit one consolidated bill every month. 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 Goods & Service tax amount paid to him along with his next month's bill, failing which Goods & Service tax claimed in the current month bill will not be paid. Besides, GST amount paid during last month bill will be withheld additionally from current month bill.

e) The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.

### **XVIII. Rates**

i) The contractor shall quote his service charges for providing Casual Labour 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.

### **XIX. Force Majeure**

The contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad 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.

### **XX. Dispute Resolution/Arbitration**

All disputes or differences arising out of or in any way touching or concerning this contract whatsoever (except as to any matter, the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the corporation, that he had to deal with the matters to which the contract relates and that in the course of his duties as such employee of the Corporation he had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to the contract. It is a term of the contract that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act or resigning for any reason, the Managing Director, Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act or resigning

shall appoint another person to act as Arbitrator in accordance with the reference from the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation as aforesaid should act as Arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all.

The Arbitrator shall give reasons for his award. Provided further that any demand for arbitration in respect of any claim (s) of the contractor or of the Corporation under the contract shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied with, the claim(s) of the contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of the liabilities under the contract.

It is further provided that the Arbitrator may from time to time and with the consent of the parties enlarge the time, for making and publishing the award.

The venue of the Arbitration shall be at such places as may be fixed by the Sole Arbitrator in his sole discretion.

The arbitral proceedings in respect of dispute shall commence on the date on which the arbitrator calls upon the parties to file their claim and defense statement.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The cost of arbitration shall be borne by the parties as per the decision of the Arbitrator.

The Arbitrator shall give separate award in respect of each dispute or differences referred to him and shall give reasons for his decision.

Subject as aforesaid the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under the clause.

Explanation:

For the purpose of this clause, the expression "MANAGING DIRECTOR" shall include any officer for the time being performing the duties of the Managing Director of the Central Warehousing Corporation, New Delhi.

**ANNEXURE-II**

**TECHNICAL BID**

**TENDER FOR APPOINTMENT OF CONTRACT FOR SUPPLY OF CASUAL LABOURS**

- 1. Name of Tenderer : \_\_\_\_\_
- 2. Address : \_\_\_\_\_  
: \_\_\_\_\_
- 3. Labour License No & Name of: \_\_\_\_\_  
Issuing Authority Valid upto : \_\_\_\_\_
- 4. Regd. No. Under Shop & Estt. Act : \_\_\_\_\_
- 5. Employees PF Registration No : \_\_\_\_\_
- 6. ESIC Registration No : \_\_\_\_\_
- 7. GST Registration Number : \_\_\_\_\_
- 8. Type of Establishment (Proprietary/  
Partnership Firm/Private Ltd Company/  
Public Ltd Company): \_\_\_\_\_
- 9. Whether Govt./Semi Govt./Private : \_\_\_\_\_
- 10. Annual Turnover for last 03 Years: (Relevant Documents to be Uploaded as  
per Page 9 Document-5)
- 11. Contracts executed till date (Enclose Experience Certificate in Support)
  - I .....
  - II.....
  - III.....
  - IV.....
- 12. Present Assignments in hand (Enclose Award Letters)
  - I.....
  - II.....
  - III.....

Signature of Tenderer



I/We have carefully read and understood the instructions to tenderers terms and conditions of the supply of Casual Labour and liability of contractor mentioned at Annexure-I. I agree to abide by them. I have paid EMD amounting to Rs.50,400/- (Rupees Fifty Thousand Four Hundred only) through online (NEFT/RTGS) in CWC 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-----

**:FORM OF AGREEMENT:**

The Central Warehousing Corporation having agreed to award the contract for supply of Casual Labours for Technical and PCS work in Ahmedabad (Gujarat) Region in response to the submission of Tender by me/us on \_\_\_\_\_ to the Regional Manager, CWC, Regional office,...../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, Ahmedabad for the appointment of contractor for supply of casual labour 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, Ahmedabad at item and rates specified in the tender here to which forms an integral part of 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 \_\_\_\_\_, which is extendable by further six months at the discretion of the Corporation at same rate, terms and conditions. The contract can be further extendable by mutually agreed period.

**CONTRACTOR**  
(Capacity in which signing)

For on behalf of  
Central Warehousing Corporation  
Regional Office, Ahmedabad

Witness (Name & Sign)

Witness(Name & Sign)

- 1.
- 2.

- 1.
- 2.

**APPENDIX – A****AFFIDAVIT**

TO BE SUBMITTED ON A STAMP PAPER [OF RS.20/- MINIMUM] DULY ATTESTED BY NOTARY PUBLIC [DULY AFFIXED WITH NOTARIAL REVENUE STAMP; AND WITH NOTARY SEAL; AND NOTARY REGISTRATION NUMBER ETC].

I \_\_\_\_\_ S/o / D/o / W/o / Director\* / Proprietor\* / Partners\* of M/s \_\_\_\_\_ located at \_\_\_\_\_.

Do hereby solemnly affirm and declare as under :-

[1] The company is a Micro / Small Enterprise as per the Govt. of India definition; and has been functional at the time of bar code registration.

[2] The company continues to be a Micro / Small Enterprise and functional as on date.

[3] As per books of accounts, the total investment [original purchase value] in Plant and Machinery in the company as on the date of submission of bids is Rs. \_\_\_\_\_ which is within the limit prescribed in MSME Act.

[4] [i] Udyog Aadhar Memorandum [UAM] number of our company is \_\_\_\_\_.

[ii] We hereby confirm that we have declared the UAM number on Central Public Procurement Portal [CPPP].

[iii] We are aware that non-declaration of UAM number on CPPP will make us ineligible to enjoy the benefits as per Public Procurement Policy for MSEs order, 2012.

Signed on \_\_\_\_\_

**DEPONENT**

**VERIFICATION :**

Verified that the contents of the affidavit are true to the best of my knowledge and belief.

**DEPONENT**

Place :

Date :

**Note :** \* Strike out whichever is not applicable.

## **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 Casual Labour 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 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 the Act shall 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 Act, 1952, ESI Act, 1948, Minimum Wage Act, 1948, etc. and furnish a declaration to this effect along with bills 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

**ANNEXURE-III****e-Price bid**

**Regional Manager  
Central Warehousing Corporation  
Regional Office  
Ahmedabad.**

Dear Sir,

I/We, submit the Price Bid for appointment of contractor for supply of casual labours for technical & pcs work in Ahmedabad (Gujarat) region.

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 Sl. No.1 of the Price Bid which is for items/services mentioned in Annexure-I, Clause-XVI(B), Sl. No. 01 (Page – 21).

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

Any upward revision in the basic minimum wages, contractor is entitled to the same, only if he submits payment proof to the Corporation of having passed on to his personnel engaged by him.

I/We shall be bound by the communication of acceptance of the offer dispatched within 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. The EMD is paid online (RTGS/NEFT) to CWC account. The E-Tenders not paid earnest money as stated under Para No. 5 Page No. 8 shall be summarily rejected. In the event of my tender being accepted,

I/we agree to furnish a security deposit as in the manner prescribed.

I/we do declare that the entries made in the Tender and its Appendixes/Annexures are true and also that I 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, Ahmedabad or not.

Yours faithfully,

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

## ANNEXURE-III

## SCHEDULE OF RATES

Name of Firm \_\_\_\_\_

Sl. No.	Description of Services	Percentage of minimum wages as service charge
1.	Service charges for supply of unskilled Casual Labour	<p>_____ %</p> <p>(Percentage in words _____)</p> <p>_____ )</p>
1.1	The rates quoted are <b>EXCLUSIVE</b> of Goods & Service Tax.	
1.2	The rate quoted should be <b>INCLUSIVE</b> of all Statutory payments / obligation e.g. EPF, ESI etc. as applicable from time to time as per prevailing laws.	

**NOTE:**

1. Prevailing minimum wages means minimum wages fixed for unskilled casual labour from time to time during the currency of contract by Central Govt. or state govt. whichever is higher.
2. The rates quoted as service charge shall be inclusive of all taxes, levies, statutory payments, etc. except Goods & Service tax as applicable from time to time.
3. 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 the taxes, levies statutory payments etc as above, the Corporation reserves the right to ignore such tender and treat the same as non-responsive and shall be summarily rejected.

Signature of Tenderer

**SCHEDULE-A**

S. No	Name of the District	Place where service required	Warehouse / PCC (For reporting and supervision)	Approx. no. of CLs required per month
1.	Ahmedabad	Central Warehouse, Isanpur, C/o Punit Godowns, Vatva Road, Isanpur-Ahmedabad-383443	CW, Isanpur	30
2.	Rajkot	Central Warehouse, Behind New Grain Market Yard, Rajkot-360003	CW, Rajkot-II	45
3.	Vadodara	Western Railway, Pratapnagar, Vadodara	ICD-Dashrath	10
4.	Surat	Western Railway, Bharuch	CW, Surat-I	10
5.	Surat	Western Railway, Ankleshwar	CW, Surat-I	10
6.	Anand	Western Railway, Anand	CW, Anand	10
7.	Nadiad	Western Railway, Nadiad		10
8.	Amreli	Warehousing Zone, Pipavav port, Taluka-Rajula P.B. No. 29, Dist. Amerli-365560	CW, Pipavav	100
9.	Kutch	Central Warehouse, Behind MICT, Mundra Port	CW, Mundra	25
Total Casual Labours Required per month				250

\*\*The number of Casual Labours specified as requirement is only approximate and tentative and likely to vary as per level of activities at the locations.

\*\*\*The contractor shall require to undertake Technical/PCS work in other location with in Gujarat Region, if deemed fit by CWC, under same rate, terms & conditions. The said arrangement of work has to be initiated within 05 (Five) days after receipt of requisition from CWC. If contractor fails to respond within stipulated time then CWC may undertake said work at the risk and cost of the contractor.

Signature of Tenderer

**Para 'b'****Checklist**

1	ETENDER NOTICE
2	ETENDER FORM
3	TENDER COST
4	EMD
5	PROCESSING FEE
6	EXPERIENCE CERTIFICATE
7	PAN DETAILS
8	GST REGISTRATION
9	POWER OF ATTORNEY
10	CONSTITUTION OF FIRM
11	ANNUAL TURNOVERFOR LAST 03 YEAR
12	AUDITED BALANCE SHEETFOR LAST 03 YEAR
13	AUDITED PROFIT LOSS ACCOUNT FOR LAST 03 YEAR
14	BANK DETAILS AND FACILITIES ENJOYED
15	BANK STATEMENT OF LAST 06 MONTHS
16	PF REGISTRATION
17	ESIC REGISTRATION
18	LABOUR LICENSE
19	CHECK LIST OF DOCUMENTS
20	TECHNICAL BID AS PER ANNEXURE-II
21	MSME REGSITRATION
22	AFFIDAVIT AS PER APPENDIX-A