CENTRAL WAREHOUSING CORPORATION
(A Govt. Of India Undertaking)

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CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)

"TENDER FOR APPOINTMENT OF CONTRACTOR FOR SUPPLY OF UNSKILLED/ SEMI-SKILLED/ SKILLED MANPOWER AT DIFFERENT PEST CONTROL SITES AND OTHER UNITS OF CORPORATION IN RAJASTHAN REGION"

REGIONAL OFFICE- JAIPUR
A-25, TILAK MARG OPPT- UDYOG
BHAWAN C SCHEME JAIPUR-302005
Ph: 0141-2229491, 2229682 & 2229620
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taknikivibhag@gmail.com

CENTRAL WAREHOUSING CORPORATION
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INVITATION TO E-TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF CONTRACTOR FOR SUPPLY OF UNSKILLED/ SEMI-SKILLED/ SKILLED MANPOWER AT DIFFERENT PEST CONTROL SITES AND OTHER UNITS OF CORPORATION IN RAJASTHAN REGION"

E-Tender under Two Bids system will be available on our website www.cewacor.nic.in or www.tenderwizard.com/CWC and can be downloaded from e-tendering website www.tenderwizard.com/cwc from 10.00 Hrs on 29.08.2019 to 12.09.2019 up to 15.00 Hrs

If any tenderer wishes to participate in the CWC tenders, tenderer has to Register their firm once in our website www.tenderwizard.com/CWC for online e-Tendering in consultation with our service provider M/s. Karnataka State Electronics Development Corporation Limited, for local assistance they may call following representative of M/S KEONICS at Jaipur: Sh. Deepak Jangid Mob. No. 9680005669 or helpline no 011-4942465.

Cost of Tender, E-tendering processing fee, Tender fee and EMD can be paid online in the following modes:-

S.No	Mode of payment
1	Credit/Debit cards
2	NEFT/RTGS
3	Net banking / Direct Debit

Tender schedule which has to be filled and uploaded can be downloaded only after the confirmation of receipt of payment for Tender Cost Rs.1180/- and Tender Processing Fee Rs. 1393+251 (18% GST) = 1644/- (Non-Refundable) inclusive of GST.

Interested tenderer remit an amount of Rs.1180/- (inclusive of GST) through E-payment gateway only Regional Manager, CWC, RO, Jaipur as per details given below:-

Sr. No.	Name of Particulars	Name of branch & address	Account no	IFSC Code	MICR Code
1.	Central Warehousing Corporation	State Bank of India, Malviya Nagar branch "C" Scheme Jaipur Pin Code 302005	10215989541	SBIN0007888	302002011

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Terms for Micro & Small Enterprises

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) and Tender Fees.

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 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.

V. The benefit as stated above to MSE, shall be available only for goods / services produced & provided by MSEs for which they are registered.

VI. In case the MSE does not fulfil 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.

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..

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PROCESSING FEE – An amount of Rs. 1644/- (Rs. One Thousand Six Hundred Forty Four Six Only) in favour of "K.S.E.D.C Limited" payable at "Jaipur" towards processing fee shall be paid by way of E-payment by using credit card/debit card and through internet banking. Payment shall be subject to realization by due date and time. Proof of the payment to be uploaded with technical bid.

For more Information please visit on the above website or Contact or you can call to Mr. Deepak Jangid Mob. No. 9680005669 or helpline no 011-4942465.

a) Last date for on line submission of e-tender is upto 15.00 Hrs on 12.09.2019.
b) E-Tender (Technical Bid) to be opened online at CWC, RO, Jaipur on 13.09.2019 at 11:30 Hrs.
c) E-Tender will remain valid upto 90 Days further extended for 30 days at the sole discretion of the Corporation/ Regional Manager and inclusive of 13.09.2019.
d) Price bid of only technically qualified bidders shall be opened.

Note:

1. If the date fixed for opening of tenders is subsequently 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.

2. The Regional Manager, CWC, RO, Jaipur may at his discretion, extend this day by a fortnight and such extension shall be binding on the tenderers.

3. If the date upto which the e- tender is to remain open for acceptance is declared to be holiday, the tender shall be deemed to remain open for acceptance till the next following working day.

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CHECK LIST OF DOCUMENTS

TENDER NOTICE INVITED ONLINE FOR APPOINTMENT OF CONTRACTOR FOR SUPPLY OF UNSKILLED/ SEMI-SKILLED/ SKILLED MANPOWER AT DIFFERENT PEST CONTROL SITES AND OTHER UNITS OF CORPORATION IN RAJASTHAN REGION.

Page No	Description of Documents
07-09	**Earnest Money (Rs. 2,78,640/-)** for supply of unskilled/ semi-skilled/ skilled manpower at different pest control sites and other units of Corporation in Rajasthan Region.
09-10	Document (Sl.No.1 to 11) to be uploaded during ONLINE e-Tendering system in readable condition, Scanned & uploaded in PDF format only.
12	Agreement (Appendix-I)
13-28	Terms and Conditions (Annexure-I)
15-19	Liability for Man Power engaged by the Contractors
27-28	Services to be performed by the Contractor & Duties and Responsibilities of the Contractors
29-30	Technical Bid (Annexure-II)
31	Schedule of Payment
32-33	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. 09-10 (Sl. No. 01 to 28) & Page No.29-30 (Annexure-II) which are scanned in PDF format.

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

Signature of Tenderer
With seal

CENTRAL WAREHOUSING CORPORATION
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The Regional Manager
Central Warehousing
Corporation, Regional Office,
A- 25, Tilak Marg Oppt- Udyog
Bhawan, C Scheme,
Jaipur-302005.

To,

Dear Sir,

For and on behalf of the Central Warehousing Corporation, Jaipur (hereinafter called the Corporation), Regional Manager, Central Warehousing Corporation, Jaipur invites e- tender under Two bid systems from financially sound parties having 2 years experience in providing manpower for a period of two years from the date of appointment and can be further extended for a maximum period of Six (06) months at the sole discretion of the Regional Manager. The period of experience can be relaxed in deserving cases at the sole discretion of the Regional Manager.

Place of Service
Supply of Manpower shall have to be performed at different pest control sites and any unit of the corporation in Rajasthan Region.

Brief Description of Work:
Pest Control Operations/ Misc. works at different pest control cells/ sites and any unit of the corporation in Rajasthan Region.

The tenderers must get themselves fully acquainted with the work place before submission of tender and rates quoted by them for supply of required manpower shall be deemed to have been done after such acquaintance. The tenderers in their own interest must get themselves fully acquainted also with the procedure of getting Photo Identity Cards (PIC) issued from /Northern Railway / RBI/ JMRC/ Railways/ Air India/ Supreme Court/ High Court/ District Court & other important Government offices etc. for their workers, as the entry inside these establishments is permitted to the PIC holders only. It shall be the responsibility of the Contractor to provide PIC to the laborers. Once the tender is submitted by a party, he deemed to have fully acquainted himself with the nature of work.

1. The annexure containing the terms and conditions of the e-tender is enclosed at Annexure-I. In case the rates are quoted in a manner other than mentioned in Annexure-III such tenders would be liable to be ignored. Incomplete and conditional tenders are liable to be rejected.

2. The instructions to be followed for submitting the e- tender are set out below:

a) INFORMATION ABOUT 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 or persons signing the e- tender shall state in what capacity he is or they are signing the e-tender e.g. as a sole proprietor of a firm or as an employee or partner in the firm. In the case of Partnership firms, the names of all the partners should be disclosed or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy of the partnership deed should be furnished along with the e-tender. In the case of Hindu undivided family, the name of the family members should be disclosed and the Karta, who can bind the firm should sign the form and indicate his status as such below his signature. In case of Company (Limited / Private) copy of Memorandum of Association and Article of Association and Certificate of incorporation from Registrar of Companies should be furnished.

c) The person signing the e-Tender Form or any document forming part of the tender on behalf of a 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 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 his tender shall be liable to summary rejection without prejudice to any other right of the Corporation under the law. The power of Attorney should be signed by all the partners in the case of a partnership concern and by the proprietor in the case of proprietary concern. In the case of Hindu Undivided Family "Power of Attorney" should be signed by the Karta who by his signature can bind the firm. In case of Company, Board of Director's resolution authorizing the person with his designation to sign the tender document should be produced.

3. EARNEST MONEY:

1. E-Tender must be accompanied with:-

Earnest Money of Rs. 2,78,640/- (Rs. Two Lakh Seventy Eight Thousand Six Hundred Forty Only) for supply of unskilled/ semi-skilled/ skilled manpower at different pest control sites and other units of corporation in Jaipur, through E-payment gateway only "Regional

Manager, Central Warehousing Corporation Jaipur". Or should be remitted in the manner as mentioned on page No.2 of the tender document i.e online through RTGS/NEFT and proof of the same (scanned PDF file format) should be uploaded before e-tender closing date and time of the CWC online e-tendering website www.cewacor.nic.in or www.tenderwizard.com/cwc.

The Earnest Money shall be liable to forfeit, if the tenderers, after submitting his tender, resiles from or modifies his offer and/or the terms and conditions thereof in any manner, it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The Earnest Money is also liable to be forfeited in the event of the tenderer's failure, after the acceptance of his tender, to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the Corporation under the contract and law. The earnest money will be returned to all unsuccessful tenderers as soon as practicable after decision on tenders and to a successful tenderer after he has furnished a 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 in any case.

4. SECURITY DEPOSIT:

a) The successful tenderer shall furnish, within a week of the acceptance of his tender, security deposit five time of EMD amount of **Rs. 13,93,200/-** (Rs. Thirteen Lakh Ninety Three Thousand Two Hundred Only) Security Deposit will be accepted through Demand Draft only. The successful tenderer will have the option to pay 50% of the security deposit within a week of the acceptance of his tender and remaining 50% by deduction @ 10% from each admitted bill for work done under the contract.

b) The security amount shall be deposited only through Demand Draft issued by scheduled banks and drawn in favour of the "Regional Manager, Central Warehousing Corporation payable at Jaipur". No interest is payable on Security Deposit.

c) The successful tenderer will ensure that the necessary documents authorizing the person who has signed the tender to bind his firm ,HUF or the company to be filed or registered with the Public Debit Office.

d) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this e-tender and a fresh security deposit will be required to be furnished.

e) Regional Manager, CWC, RO, Jaipur also reserves the right to seek additional security deposit in case additional centre/ manpower are added.

5. EXECUTION OF AGREEMENT:-

The successful tenderer, within a week of the acceptance of his their tender will execute an agreement at the Regional Office, Jaipur in the form annexed Appendix-I. In the event of failure of the successful tenderer to execute the agreement within the aforesaid period, the contract is liable to be rescinded at the risk and cost of the tenderer and the earnest money forfeited.

6. DOCUMENTS TO BE UPLOADED DURING ONLINE E-TENDER SUBMISSION:

No documents are to be enclosed with the Price Bid. Proof of deposit of Earnest Money together with the following documents are to be attached/uploaded with Technical Bid in PDF Format only.

Document-I The tenderer should have minimum Two Years experience of supplying Manpower of not less than 50 Personnels in Govt./ PSU/ Large Private Companies and to this effect work experience certificate from these organization stating clearly the nature of Manpower supplied , period , No. of personnels supplied should be attached . The documentary proof of work in hand at present should also be attached.

Document-2 (i) Copy of PAN card of the Firm/Company
(ii) Copy of GST Registration of the Firm/Company (State wise)

Document-3 Self-Attested copies of the Power of Attorney/Resolution by BOD of Company, as the case may be.

Document-4 Self-Attested copies of the partnership deed/copy of Memorandum of Articles of Association, as the case may be.

Document-5 Annual average Gross Turn Over of Minimum Rs 42/- lakhs of the Partnership Firms /Company Establishment during last 02 Years. Relevant portion of Balance Sheet and Profit & Loss Account of the Company/Firm showing turnover/ copies of Work Orders for last 02 years to be furnished.

Document-6 The tenderer should furnish **EMD of Rs. 2,78,640/-** for supply of unskilled/ semi-skilled/ skilled manpower at different pest control sites and other units of corporation in Rajasthan, Region. Micro & Small Enterprises (SMES) registered with National Small Industries Corporation Limited will be exempted from depositing of tender fee and EMD amount as stated in clause 3 of tender document is to be submitted in person to "Regional Manager, CWC, RO, A-25, Tilak Marg Oppt- Udyog Bhawan C Scheme, Jaipur-302005"before closing of submission of tender.

Document-7 Name of the Bankers and Bank Statement or month wise details from the bank for last 06 months.

Document-8 Copy of PF Registration Certificate and ESI certificate.

Document-9 Copy of Labour Licence for supply of Manpower in respective states (Delhi, Haryana and Rajasthan other states) undertaking that the Labour Licence for supply of Manpower in respective states will be obtained and submitted after the award of work.

Document-10 The party has to furnish an undertaking to the effect that the bidder has neither been debarred nor blacklisted by any government organization.

Document-11 Check List, duly signed.(See Para 'b' of this page).

a) The tenderer should use the class-3 Digital Signature for uploading all the e-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-3). The Check List, must also be duly signed, scanned & uploaded on e-Tendering site. The Non submission of Document will lead to disqualification in technical bid.

7. DELIVERY OF E-TENDER:-

The E-tender to be submitted by the tenderer only through Online E-Tendering system. The Earnest money amount paid through E-payment gateway only and Proof of payment should be scanned (PDF file format) and uploaded before e-tender closing date and time of the CWC online e-tendering website www.tenderwizard.com/cwc.

The tenderer must quote rates in Annexure-III i.e Price bid and submit only through E-tendering website. Tenders, which do not comply with these instructions are liable to be ignored/rejected.

The EPF/ESI will be deposited by the Contractor with the concerned departments and the same will be reimbursed to the contractor by the CWC on production of documentary evidence of having deposited the same. Similarly the amount of bonus paid to the workers will be reimbursed.

8. PRE BID MEET:

Interested tenderers at their own expense may attend the pre-bid meeting to be held at Regional Manager, CWC, RO, A-25, Tilak Marg Oppt- Udyog Bhawan C Scheme, Jaipur-302005 on dated 03.09.2019 at 11:00 Hrs.

9. OPENING OF E-TENDER:

The tenders will be opened through online website www.cewacor.nic.in or www.tenderwizard.com/cwc at the time and date indicated in the tender form. The tenderers can check their e-tender response only through online website.

10. CORRUPT PRACTICES:

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

11. INTERVIEWS AND ACCEPTANCE OF E-TENDER:

If the tenderers are called for interview, then the tenderers will come at their own expense and without any obligation, if called upon to do so, to interview the Regional Manager, CWC, RO, Jaipur (or an officer authorized to act on his behalf), as the case may be at their own expense, the Regional Manager, CWC, RO, Jaipur 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/ e- mail/fax or formal "Acceptance of Tender" where acceptance is communicated by the e- mail, the formal acceptance of tender will be forwarded to the contractor as soon as possible but the e-mail must be acted upon immediately.

Corporation also reserves the right to ignore minor inconformity's in the bid document or seek clarification from any/all bidders.

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APPENDIX-I

AGREEMENT

The Central Warehousing Corporation (A Govt of India Undertaking) having agreed to award the contract for supply of unskilled/semi-skilled/skilled manpower at different Pest Control sites in Rajasthan Region in response to the submission of E-tender by us on .....to the Regional Manager, Central Warehousing Corporation, Regional Office, Jaipur. We.....execute this agreement today on.....and hereby confirm that we had thoroughly examined and understood the terms and conditions of the invitation of tender bearing No. No. CWC/RO-JPR/PCS/Contract Labour/2019-20/ dated _____by the Regional Manager, Central Warehousing Corporation, Regional Office, Jaipur for the appointment of contractor for supply of unskilled/semi-skilled/skilled manpower at different Pest Control sites in Rajasthan Region and also those of such conditions of contract and its appendices and schedules and agree to abide by them. We are willingly undertaking the said work consequent on the approval of the tender given by us to the Regional Manager, Central Warehousing Corporation, Regional Office, Jaipur at percentage rates specified in the tender hereto which forms and integral part of this agreement, and as per terms and conditions of the tender.

We assure the said Corporation that we will undertake the said work to the best of our ability at all stages during tenure of the contract. The agreement will remain in force for a period of two (02) years with effect from and can be further extended for the period of six (06) months on the same rate, terms and conditions at the sole discretion of the Regional Manager.

CONTRACTOR

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

Witness **Witness**

1.

2.

CENTRAL WAREHOUSING CORPORATION
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ANNEXURE-I

TERMS AND CONDITIONS GOVERNING CONTRACT FOR SUPPLY OF MANPOWER FOR WORK AT DIFFERENT PEST CONTROL SITES AND OTHER UNITS OF CORPORATION IN RAJASTHAN REGION.

I. DEFINITIONS:

i) The term "Contract" shall mean and include the invitation to tender, incorporating also the instructions to tenderers, the tenders, its annexures and schedules, acceptance of tender and such general and special conditions as may be added to it.

ii) The terms "Contractors" shall mean and include the person or persons firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees as the case may be.

iii) The terms "Contract rates" shall mean the rates of payment accepted by the "Regional Manager, Central Warehousing Corporation, Regional Office, Jaipur for and on behalf of the Corporation.

iv) The term "Corporation" or "Central Warehousing Corporation" wherever occurs shall mean the Central Warehousing Corporation established under Warehousing Corporation Act 1962, and will include its successors and assignees. It will also be called CWC.

v) The term "Managing Director" shall mean the Managing Director of the Corporation.

vi) The term "Services" shall mean the performance of work enumerated in schedule of service including such auxiliary, additional and incidental duties, services, and operations as may be indicated by the authorized person.

vii) The term "Regional Manager" shall mean the Regional Manager of the Corporation under whose administrative jurisdiction the CWC godowns and/or operational activities under the contract fall.

II. **OBJECT OF THE CONTRACT:**

The contractors shall render all or any of the services given in Clause XXI and schedule of operations as and when necessary and as directed from time to time by the Regional Manager or an officer acting on his behalf together with such additional, auxiliary and incidental duties, services and operations as may be indicated by the Regional

Manager or an officer acting on his behalf and are not inconsistent with these terms and conditions.

III. PARTIES TO THE CONTRACT:

a) The parties to the contract are the contractors and the Central Warehousing Corporation, represented by the Regional Manager and/or any other authorized person 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 authority to bind such other person or the firm as the case may be, in such matters pertaining to the contract including the Arbitration clause. If, on enquiry, it is found that the person concerned has not such authority, the Central Warehousing Corporation represented through the Regional Manager, CWC, RO, Jaipur without prejudice to other civil and criminal remedies will terminate the contract and hold the signatory liable for all costs and damages. The tenderer shall submit the details of person(s) authorized to sign on their/his behalf.

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 other officer authorized and acting on his behalf.

IV. CONSTITUTION OF CONTRACTORS:

a) Contractors shall at the time of submission of tender declare whether they are sole proprietary concern or partnership firm or private limited company or public limited company incorporated in India or Hindu Undivided Family. The composition of the partnership, names of Directors of Companies and name of the Karta of Hindu undivided family shall also be indicated. The contractors shall also nominate a person in whose hands the management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the contractors in respect of the contract and whose act shall be binding on the contractors.

b) The contractors shall not, during the currency of the contract, make without the prior approval of the Corporation any change in the constitution of the firm. The contractors shall notify to Corporation the death/resignation of the 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 contractors shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Corporation. In the event of the contractors contravening this condition, the Corporation shall be entitled to place the contract elsewhere on the contractors' account and at their risk & cost and the contractors shall be liable for any loss or damage which the Corporation may sustain in consequence on arising out of such replacing of the contract.

VI. RELATIONSHIP WITH THIRD PARTIES:

All transactions between the contractors and third parties shall be carried out as between two principals, without reference in any event to the Corporation. The contractors shall also undertake to make third parties fully aware of the position aforesaid.

VII. LIABILITY FOR MANPOWER ENGAGED BY THE CONTRACTORS:

a) All the manpower employed by the contractors shall be engaged by them as their own employees/workmen in all respects implied or expressed. The contractor shall arrange to obtain Photo Identity Cards for them which are essential for entry in the duty assigned premises.

b) "The Contractor shall not employ any person below the age of 18 years. The contractor shall indemnify the Corporation from and against all claims and penalties which may be suffered by Corporation or any person employed by him by reason of any default on the part of contractor to observe and/or in the performance of provisions of employment of Children Act XXVI of 1938 or any re- enactment or modification of the same".

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, Jaipur on behalf of Central Warehousing Corporation, Jaipur 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.

The Contractor shall cover all workers under EPF/ESI irrespective of their wages i.e even if the wage of any worker exceeds the statutory limit, he/she will be covered under EPF /ESI to the extent of statutory limit.

d) The Corporation shall be fully indemnified by the contractor against all the payments, claims and liabilities whatsoever, incidental or direct 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, Jaipur shall have the right to recover/deduct from any amount 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 Photo Identity Card and uniform of distinct colour to the each category of workmen. The contractor will provide two set of summer uniform with a cost ceiling of **Rs 2000/- for two uniforms and one set of winter uniform with a cost ceiling of Rs 2000/- per uniform. Documentary evidence s**howing bill of purchase and disbursement of uniform to the workers must be submitted along with the bill, failing which the ceiling amount is deductable from the bill of the contractor. In addition to this, the contractor may provide safety equipments (i.e. one pair shoes, safety masks, one pair gloves and goggle etc.) to his each employees at his own cost, failing which a a penalty amount of Rs 1000/- each default is deductable from the bill of the contractor. The Contractor will be totally responsible for the health hazard caused to the persons employed by him during the contract and also liable to face any legal proceedings in the case of Non-Compliance of health safety system.

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 as prescribed by the concerned authorized person/caretaker. The duration of work or day may be fixed by him/them for any length of time during the currency of the contract. The work shall be carried out in 8 hours throughout the year & in such working hour's pattern the Incharge Pest Control Cell or Warehouse Manager or the concerned authorized person may require in his sole discretion.

k) The various categories of workmen 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-1970 or Workmen's Compensation Act-1923 or any other similar Act, in respect of contract labour.

m) The Contractor, wherever required, shall obtain a valid license 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 licence [issued by Asstt Labour Commissioner(Central)] until the completion of the contract.

n) The Contractor should have not been blacklisted by any organization/ Govt. Department. An affidavit in this respect is required to be given by the tenderer.

o) The contractor shall pay to the labour employed by him directly wages not less than the "minimum rates of wages", notified by the Centre Govt./ State Govt. as applicable where the work is carried out and in compliance with Rule 252(iv) of Contract Labour(R&A) Central Rules 1971.

p) The contractor shall submit monthly bill upto 7th of every month for the preceding month to which it relates to the concerned Incharge PCS Cell or Warehouse Manager or the concerned authorized person regularly. **The following information/documents:**

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

ii) The wages paid to the labourers/supervisor 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. further, he may submit Electronic Challan report (ECR) of EPF (by name) in RO, Jaipur and distribute ESI cards with ten digit ESI/ Insurance Number to the individual

twice in a year failing which the corporation will be entitled to cancel the contract of the contractor or recover the amount with due penalty from the bill of the contractor. However, the deposition of consultation towards ESI & EPF will be sole responsibility of the contractor.

iii) The contractor shall also obtain workmen insurance policy and third party insurance wherever required. The receipt should be distributed to all labourers/ supervisors as well as RO, Jaipur.

iv) 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.

v) The Royalty charges as required by any organization such as DAIL/ GMR etc have to be deposited initially by the contractor and same amount will be reimbursed by CWC. After depositing Royalty charges, Contractor will also have to take NOC from the concerned organization for obtaining entry passes.

PAYMENT OF WAGES TO WORKERS:

The contractor shall pay, not less than prevailing wages, as fixed by Central or state Government whichever is higher from time to time during the currency of the contract, to the workers engaged by them.

Minimum wages shall mean the rates(s) notified by Central Government/ State Govt. as applicable from time to time. The contractor shall maintain necessary records and registers like wage book and wage slip etc. register of unpaid wages and register of fines and deductions giving the relevant particulars as required under various statutory provisions.

VIII) BRIBES, COMMISSION, CORRUPTION, GIFTS ETC.

Any bribe, commission, gift, indulgence in corruption or advantage given, promised offered by or on behalf of the contractors or any one of more of their partners/Directors agents or servants or anyone else on their behalf to any officer, employee, representative or agent of the Corporation or any person on his or their behalf for showing or bearing, favour or dis-favour to any person in relation to the contract, shall subject the contractor to the cancellation of the contract or any other contract with the Corporation and also to payment of any loss or damage resulting from such cancellation.

IX. PERIOD OF CONTRACT:

The contract shall remain in force for a period of (02) TWO years from the date of acceptance or such later date as may be decided by the Regional Manager. The period of contract can be further extended for a maximum period of Six (06Months) at the sole discretion of Regional Manager. **The Regional Manager, reserves the right: -**

a) To terminate the contract at any time during its currency without assigning any reasons thereof by giving thirty days notice in writing to the contractors at their last known place of residence/business and the contractors shall not be entitled for any compensation by reason of such termination.

b) The contract will stand terminated during its extended period immediately from the day another contractor appointed by the Corporation takes up the work and the contractor will not be entitled for any claim whatsoever on this account, in any manner.
The action of the Regional Manager, CWC, RO, Jaipur under this clause shall be final, conclusive and binding on the contractors and shall not be called into question.

X. SUMMARY TERMINATION:

a) In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements 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, shall be at liberty to terminate the contract, forthwith without prejudice to any other rights or remedies under the contract 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 costs incurred.

b) The Regional Manager shall also have without prejudice to other rights and remedies, the right in the event of breach by the contractors 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 forfeit the security deposit or any part thereof for the sum or sums due to any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractors' negligence or un- workman like performance of any of the service under the contract.

c) The contractors shall be responsible to supply adequate and sufficient manpower & provide uniforms of distinct colour with photo Identity Card & safety equipment (i.e. one pair shoe, one safety mask, one pair gloves and goggle etc) under the contract in accordance with the instructions

issued by the Regional Manager or an officer acting on his behalf/caretaker. If the contractors fail to supply the requisite number of manpower, the Regional Manager shall at his entire discretion even without terminating the contract be at liberty to impose penalty of Rs. 1000/- or such higher sum per day per person/ per default and/or engage other manpower, at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, costs or losses that the Corporation may incur or suffer thereby. The contractors shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Regional Manager in this behalf shall be final and binding on the contractors.

In the event of security or sum due under this contract being insufficient to cover the claim amount or amounts, the Regional Manager shall be entitled to withhold and has a lien to retain to the extent of such amount or amounts referred to above from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the Corporation pending finalization of adjudication of any such claims.

XI. SECURITY DEPOSIT:

(a) The successful tenderer shall furnish, **Security deposit:-**

i. The successful tenderer shall furnish, **Security deposit** 5 times of EMD amount **Rs. 13,93,200/-** (Rs. Thirteen Lakh Ninety Three Thousand Two Hundred Only) for supply of unskilled/ semi-skilled/ skilled manpower at different pest control sites and any other units of Corporation in Rajasthan Region. Security Deposit will be accepted through Demand Draft only. The successful tenderer will have the option to pay 50% of the security deposit within a week of the acceptance of his tender and remaining 50% by deduction @ 10% from each admitted bill for work done.

ii. The security amount shall be deposited only through Demand Draft issued by nationalized /scheduled banks and drawn in favour of the "Regional Manager, Central Warehousing Corporation, payable at Jaipur". No interest is payable on Security Deposit.

(b) The successful tenderer will ensure that the necessary documents authorizing the person who has signed the tender to bind his firm, or the company to be filed or registered with the Public Debit Office.

(c) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against

this e-tender and a fresh security deposit will be required to be furnished.

(d) The contractor shall furnish within a week of the acceptance of their tender a security deposit as prescribed in the invitation to tender failing which the contract shall be liable to cancellation at the risk and cost of the contractors and subject to such other remedies as may be open to the Corporation under the terms of contract.

(e) The security deposit will be refunded to the contractors on due and satisfactory performance of the services and completion of all obligations by the contractors under the terms of the contract and on submission of a clear **`No Demand Certificates'** both by the Authorized person/ caretaker and the Contractor subject to such deduction from the security as may be necessary for making up of the Corporation's claims against the contractor.

(f) In the event of termination of the contract envisaged in Clause-X, the Regional Manager shall have the right to forfeit the entire or any part of the amount of security deposit lodged by 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 any damage, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.

(g) The decision of the Regional Manager in respect of such damages, losses, charges, costs, expenses shall be final and binding on the contractors.

(h) In the event of the security being insufficient or if the security has been wholly forfeited the balance of total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the contractors under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, contractors shall pay to the Corporation on demand the remaining balance due.

(i) Whenever the security deposit falls short of the specified amount, the contractors shall make good the deficit so that the total amount of security deposit shall not in any time be less than the specified amount.

XII. LIABILITY OF CONTRACTORS FOR LOSSES ETC. SUFFERED BY CORPORATION:

a) The Corporation shall be at liberty to reimburse themselves of any damages losses, charges costs or expenses suffered or incurred by them due to contractor's negligence and un-workman like

performance of service under the contract or breach of any term thereof. The total sum claimed shall be deducted from any sum thus due or which at any time thereafter may become due to the contractors under this or any other contract with the Corporation. In the event of the sum which may be due from the Corporation as aforesaid being insufficient the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in Para XI. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractors shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.

b) In the event of default on the part of the contractors in providing manpower, and of their failure to perform any of the services mentioned in the agreement efficiently and to the entire satisfaction of the Regional Manager, CWC, RO, Jaipur or any officer acting on his behalf, the Regional Manager, CWC, RO, Jaipur shall without prejudice to other rights and remedies under this agreement have the right to recover by way of compensation from the contractors a sum of Rs. 1000/- (Rupees One Thousand) or such higher sum per day per Manpower /per default besides any other consequential damage as the Regional Manager, CWC, RO, Jaipur in his absolute discretion may determine and the decision of the Regional Manager on the question whether the contractors have committed such default or have failed to perform any of such services efficiently and are liable to pay compensation and as to the quantum of such compensation shall be final and binding on the contractors.

c) In the event of failure of the contractor to undertake the work after award of contract or rescinding from the contract during its currency the Corporation shall have right to get the work done at his risk and cost and the contractor shall be liable to make good the loss, if any suffered by the Corporation on this account. The Corporation shall also have the right to deduct the amount of such loss from any sum (including Earnest Money and Security Deposit) then due or which at any time thereafter may become due to the contractor under this contract or any other contract with the Corporation and to claim the balance amount from the contractor.

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

the contractor under this contract. The decision of the Regional Manager, CWC, RO, Jaipur shall be final and binding on the contractor in this regard.

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

XIII. SET OFF:

Any sum of money due and payable to the contractors (including security deposit, returnable to them) under this contract may be appropriated by the Corporation and set-off against any claim of the Corporation for the payment of any sum of money arising out of or under any other contract made by the contractors with the Corporation.

XIV. ACCOUNTS:

All accounts, books, papers and documents pertaining to the operation carried out in connection with the contract shall be open for inspection, audit and counter-signature by the Regional Manager or any officer acting on his behalf, including the Accounts and Audit Officer. The contractors shall be responsible to produce the same at such time and place as may be directed by the Regional Manager.

XV. VOLUME OF WORK:

a) Subject as hereinafter mentioned the Corporation do not guarantee any definite volume of workmen or any particular pattern of service at any time or through-out the period of contract at any place/location.

b) "No minimum volume of workman to be performed can be guaranteed during the currency of the contract. The volume of workman is likely to fluctuate (increase or decrease) and the tenderers should note that no claim for compensation arising directly or indirectly out of such fluctuations in the volume of workmen to be handled during the currency of the contract shall be entertained".

XVI. REMUNERATION:

a) The contractors shall be paid the remuneration in respect of the services described in clause XXI and performed by them at the contracted rates.

b) If the contractor is required to perform any service in addition to those specifically provided for in the contract and the annexed schedule, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement. Failing such an agreement the matter shall be referred to Arbitration under Clause XX.

c) The question whether a particular service is or not covered by any of the services specially described and provided for in the contract or is not auxiliary or incidental to any of such services shall be decided by the Regional Manager, CWC, RO, Jaipur whose decision shall be final and binding on the contractors.

XVII. PAYMENT:

a) Payment will be made by Regional Office, Jaipur of the Central Warehousing Corporation on submission of bills in triplicate duly supported by receipts or work certificate issued by the authorized person/ caretaker along with other documents prescribed by Regional Office, Jaipur from time to time.

b) The contractors should submit all their bills not later than two months from the date of expiry of the contract so that refund of security deposit may be speeded up in order to facilitate disposal of bills. The contractors are advised to submit their bills monthly.

c) Income tax or any other tax or service charges as applicable from time to time as per the Income Tax Act or any Act in force will be deducted from the bills. In case the contractor is exempted from deduction of such Taxes, then he is required to produce a certificate from the Income Tax Authority or any other such authority indicating clearly that no tax at source be deducted from the contractor against the said contract. Such a certificate shall have to be obtained at the commencement of each Financial Year.

d) Under GST regime, the service provider to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Non compliance would result in mismatching of claims and denial of input tax credit to CWC. Notwithstanding, anything contained in agreement/contract, in case of such default by the supplier the amount of Input Tax Credit denied to CWC in GST along with interest and penalty shall be recovered from service provider.

Payment shall be made on monthly basis on submission of bill/ invoice. The contractor will submit bill/invoice as per rules of GST law along with service report duly signed by the user division's official.

e) GST or any other tax in lieu thereof levied by the central government from time to time on the services rendered by the contractor to CWC shall be paid by CWC to the contractor over and above the rates quoted by the bidder subject to the contractor submitting his bills/invoice thereof, in the format prescribed as per law.

NOTES:

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

ii) Rates quoted by the tenderer and accepted by the Corporation and incorporated in the contract agreement shall remain applicable during the period of the contract i.e. Two Years including the extended period subject to revision of minimum wages rates by state or Central Govt. from time to time.

XVIII. DELAYS STRIKES ETC:

The Corporation shall not be responsible for delays which may arise on account of reasons beyond their control of which the decision of Regional Manager shall be final & binding. Strikes by contractor's workmen on account of any dispute between the contractor's and their workmen as to wages or otherwise will not be deemed to be reason beyond the contractor's control and would be out of the scope of Force Majeure Clause and the contractors shall be responsible for any loss or damage which the Corporation may suffer on this account.

XIX. LAWS GOVERNING THE CONTRACT:

The contract will be governed by the laws of the land for the time being in force.

XX. ARBITRATION:

All disputes and differences arising out of or in any way touching upon or concerning the contract whatsoever shall be referred to the sole arbitration on any person appointed by the Managing Director of the Central Warehousing 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 the arbitration proceedings under this 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.

XXI. SERVICES TO BE PERFORMED BY THE CONTRACTORS:

1. SUPPLY OF MANPOWER:

The contractor shall provide such number of male or female unskilled/Semiskilled/skilled/supervisory/clerical manpower whenever asked to do so by the Regional Manager or any officer acting on his behalf at different Pest Control Cells/ sites in Rajasthan Region for Pest Control Operations such as spraying/ fumigation/ fogging and other misc. work. Presently **Estimated numbers of manpower is 30 per days approx. at different Pest control** sites at Rajasthan Region.

2. PAYMENT OF WAGES:

The contractor shall pay, not less than prevailing wages, as fixed by Central or state Government whichever is higher from time to time during the currency of the contract, to the workers engaged by them.

Minimum wages shall mean the rates(s) notified by Central Government/ State Govt. as applicable from time to time. The contractor shall maintain necessary records and registers like wage book and wage slip etc. register of unpaid wages and register of fines and deductions giving the relevant particulars as required under various statutory provisions.

XXII. DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS:

1. The contractors shall engage competent and adequate manpower of the required category i.e. unskilled/ semi-skilled/ skilled/ supervisory/ clerical level to the satisfaction of the Incharge PCS Cell/ Warehouse Manager or an officer acting on his behalf for ensuring efficient services. 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/Sr.Asstt. Manager (Tech)/Incharge PCS Cell/ Warehouse Manager shall have the right to ask for the dismissal of any employee of the contractors, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractors, their servants or agents to representatives shall be final and binding on the contractors.

2. The contractor shall furnish to the Incharge PCS Cell/ Warehouse Manager concerned the name and telephone/cellular Number of one or more representatives authorized by them to act on his behalf in day-to-day working of the contract. It shall be the duty of those representatives of the contractor to call at the office of Incharge PCS Cell/ Warehouse Manager or an officer acting on their behalf every day and generally to remain in touch with them to obtain information about the programme.

CENTRAL WAREHOUSING CORPORATION
(A Govt. Of India Undertaking)

ANNEXURE-II

TECHNICAL BID
TENDER FOR APPOINTMENT OF CONTRACT FOR SUPPLY OF MANPOWER AT DIFFERENT PEST CONTROL SITES IN RAJASTHAN REGION

1. Name of Tenderer : _____

2. Address : _____

_____

3* Labour License No & Name of Issuing Authority : _____

_____

4* Regd. No. Under Shop & Estt. Act : _____

5* Employees PF Registration No : _____

6* ESI Registration No : _____

7* GST Registration No : _____

8 PAN Card No.

9 Type of Establishment (Proprietary/ Partnership Firm/Private Ltd Company/ Public Ltd Company/ HUF) : _____

10 Whether Govt./Semi Govt./Private : _____

11* Annual Turn Over for last 02 Years :(Relevant Documents to be Uploaded as per Page 8 Document-5)

12* Contracts executed till date (Enclose Experience Certificate alongwith satisfactory performance certificate in Support)

I. _____
II. _____
III. _____
IV. _____
V. _____

13* Present Assignments in hand (Enclose Award Letters)

I. _____
II. _____
III. _____
IV. _____
V. _____

*N.B.- Self Certified copies in support at SI. 3,4,5,6,7,10,11,12&13 are Uploaded.

Signature of Tenderer

ANNEXURE-II

I/We have carefully read and understood the instructions to tenderers terms and conditions of the supply of Manpower and liability of contractor mentioned at Annexure- I.

I agree to abide by them a Proof of amount paid through E-payment gateway only, to Regional Manager, CWC, RO, Jaipur is also enclosed. 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 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 with Mob No. ----------

SCHEDULE OF PAYMENT

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

1. The Contractor shall pay not less than the minimum wages to the Manpower engaged by him as notified by the Central Govt./ State Govt. as applicable, 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 Act to be made by the contractor.

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

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

6. The payment made by the contractor on account of employer's share of ESI/EPF and bonus etc will be reimbursed by the Corporation on submission of the documentary evidence in support of such payment to the concerned departments by the contractor to the Corporation.

7. 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 and etc. and furnish a declaration to this effect alongwith bill every month.

8. In case of non compliance, the contract will be terminate without assigning any reason by giving 30 days' notice in writing.

Signature of Tenderer

PRICE BID

The
Regional Manager,
Central Warehousing
Corporation, Regional Office,
Jaipur-302005

Dear Sir,

I/We, submit the Price Bid for appointment of contractor for SUPPLY OF UNSKILLED/ SEMI-SKILLED/ SKILLED MANPOWER AT DIFFERENT PEST CONTROL SITES AND OTHER UNITS OF CORPORATION IN RAJASTHAN REGION."

I/We thoroughly examined and understood instructions to tenderers, 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 at Sr. No.1 of the Price Bid which is for items in Annexure-I, Clause-XXI, Sr. No. 01(Page – 24)

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

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

As required no documents are being enclosed with Price Bid. Proof of amount paid through E-payment gateway only Regional Manager, CWC, RO, Jaipur before closing of submission of tender. E-Tenders not accompanied by earnest money as stated under Para No. 3 Page No. 6 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 hereby declare that the entries made in the tender appendix/schedules annexure attached with the technical bid are true and also that I/We shall be bound the act Act of my duty/our duly constitute Attorney Shri.....whose signatures are appended here to in the space as specified for purpose and of any others person who in future may be appointed by me/us in his stead to carry on the business of the concern as specified for purpose and of any others person who in future may be appointed by me/us in his stead to carry on the business of the concern whether any intimation of such change is given to the Regional Manager CWC, RO, or not.

Signature of Tenderer

ANNEXURE-III

SCHEDULE OF RATES FOR SERVICES

Name of the Firm:- _____

Sr no.	**Description of Service**	**Percentage charges over the prevailing minimum wages as per minimum wage Act 1948 as revised from time to time by Central Govt./State Govt. as applicable**
1.	Service charges for supply of unskilled, semi-skilled, skilled, clerical and supervisory staff, for PCS work at Rajasthan Region	.....%(In figures) .....%(in Words)
2.	The rates quoted are EXCLUSIVE of Goods and Service Tax (GST) or any other tax levied by the Central Govt. in lieu of the same will be payable by the Corporation over & above the quoted rates.	
3.	The rate quoted should be EXCLUSIVE 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 mean minimum wages fixed for unskilled, semi- skilled, skilled, clerical & supervisory staff from time to time during the currency of contract by Central Govt./State Govt. as applicable

2. Goods and Service Tax amount be claimed separately in the bill and GST Registration No. be mentioned thereon.

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
With Seal