



E-Tender Document

For

Selection of Consultancy for Conducting HR Audit in Central Warehousing Corporation



Tender No. CWC/I-HR AUDIT/R&P/2018

Date: 07.09.2018

NOTICE INVITING TENDER

In a rapidly changing world, at Central Warehousing Corporation, we are making an enduring impact in the dominion of warehousing since 1957- The undisputed giant in public warehousing operations. Our presence in the country is spread across 17 Regional Offices & 432 warehouses.

Being a Schedule 'A' Mini Ratna Public Sector Undertaking, our differentiation is derived from a rapid performance-based, industry-tailored and technology- enabled warehousing & logistical services delivered by the leading talented minds in the country.

Our philanthropic approach helps providing logistical support to the agricultural sector. Our role in the food sector of India is a testimony to our relentless commitment to deliver exceptional client service.

At Central Warehousing Corporation, we understand that people are our biggest asset. We are undergoing a metamorphosis into making the public warehousing space more technology driven. We are also focussed towards improving the organisational capability through attracting, growing, motivating, deploying and retaining talent so as to enable us to take new challenges efficiently and effectively.

In pursuance of our continuous endeavours to achieving excellence in Human Resource Practices of the organisation, the Corporation intends to select a reputed Consultancy which fulfils the prequalification criteria for Conducting HR Audit in Central Warehousing Corporation by inviting e-tenders as per Terms & Conditions mentioned in Tender Document under Two Bid System (**Techno-Commercial Bid**).

The details are as follows:

Organisation Name	Central Warehousing Corporation
Office Address	Group General Manager (Personnel), Central Warehousing Corporation, Corporate Office, 4/1 Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016
Scope of Work	Conducting HR Audit in Central Warehousing Corporation
Tender Notice	Bid documents will be available on website: www.tenderwizard.com/CWC and www.cewacor.nic.in
Tender Type	Open
Bidder Nationality	Indian
Product	Consultancy Service
Joint Venture	Allowed

Schedule of E-Tender	Tender Document downloading date & time	07.09.2018 from 1100 hrs. to 27.09.2018 up to 1800 hrs.
	Last date and time of online bid submission	Date: 27.09.2018 Time: 2359 hrs.
	Submission of EMD & tender cost in the form of E-payment in the designated bank account of CWC or by merchant payment mode available during submission of tender (Bank Details are given below)	Date: 28.09.2018 Time: 1500 hrs.
	Date & time of Technical bid opening	Date: 28.09.2018 Time: 1530 hrs.
	Date & time of Financial Bid opening	Will be intimated later
	Bid validity period	90 days further extendable for 30 days
	Project duration	02 months from the date of award of contract
	Cost of Tender	Rs. 1,000/- (Rupees Two Thousand only) by E-Payment only Note: Registered MSEs are exempted from payment of Tender Cost
	EMD	Rs. 40,000/- (Rupees Forty Thousand only) by E-Payment only Note: Registered MSEs are exempted from payment of EMD Cost
	Processing Fee	Rs.2000/- to M/S K.S.E.D.C Ltd. by E-Payment only
Eligibility Criteria	<p>The Bidder should:</p> <ol style="list-style-type: none"> 1. Be a professional Management Consulting Company/ firm of international repute/ standing 2. Be in existence for a minimum period of 8 years in India 3. Have completed at least Five HR Audits/ HR Consulting assignments during last 5 years (ending 31st March 2018). 4. Out of the above as at Point 3, should have experience of conducting at least 2 HR Audit / HR consulting assignments for an Indian CPSE or Public Sector Banks having more than 1000 employees 5. Have an Annual turnover exceeding Rs. Five crores every year in past three years ending on 31.3.2018 supported with audited balance Sheet for the year 2015-16, 2016-17 and 2017-18 showing annual turnover 6. Propose consultants for the assignment who have a minimum of 05 years of experience 7. Have valid PAN and GSTIN number 8. Be able to furnish Income Tax return submission copy 9. The Bidder shall furnish the following documentary evidence along with the bid in support of meeting the pre-qualification criteria mentioned above: <ol style="list-style-type: none"> i. Profile of the organization containing a write up about the company/ firm, its standing and past work done. (Not exceeding 2 pages). Copy of 	

	<p>the Certificate of Incorporation issued by Registrar of Companies/ firms and full address of the registered office</p> <ol style="list-style-type: none"> ii. Certificate of Business commencement iii. Necessary proof for Sr. No. 3 (Letters from clients/ Copy of engagement letters/ contracts) iv. Necessary proof for Sr. No. 4 (Letters from clients/ Copy of engagement letters/ contracts) v. Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding two years vi. Profile of Consultants proposed for Sr. No. 6 vii. Copy of valid PAN & GSTIN Certificate viii. Latest income tax submission copy ix. Copy of annual report for last three years x. Requisite certificate for claiming tender cost and EMD cost exemptions in case of MSEs as per MSE Notification of Govt. of India dated 23.03.2012 or any other notification issued thereafter. <p>10. Declaration that the Bidder has not been blacklisted or put on Holiday by any Govt. organization, Public Sector Undertaking in past three years as per Section- VII.</p> <p>11. Latest (i.e. from 01/04/2018 onwards) Bank Solvency certificate of Nationalized/ Scheduled Bank for minimum value of Rs. 5.00 lakhs or certificate from their bankers regarding the type of accounts and nature of past operation of their bank accounts.</p> <p>12. Whether sole Proprietorship/Partnership/Public limited/ Private limited company (proof to be submitted)</p> <p>13. Bidders must upload and digitally sign the scan copies of above reference documents in support of their eligibility of bid. In the event of any document found fabricated/altered/manipulated during verification, then the EMD of the bidder would be forfeited and he/ they/ himself/ themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next five years.</p> <p>The above documents shall be duly stamped with the Company's seal and signed i.e. self-attested</p> <p>14. The bidder shall submit the EMD, Tender document cost and Processing fee by E-Payment mode on or before 28.09.2018 at 1500 hrs.</p> <p>15. NOTE: Bidders must upload and digitally sign the scanned copies of the above referred documents in support of their eligibility of bid. In the event of any document found fabricated/ forged/ tampered/ altered/ manipulated during verification, then the EMD of the bidder shall be forfeited, thereby tantamounting to disqualification from future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.</p>
<p>Information regarding online-participation and Other details</p>	<p>Bidders who wish to participate in e-tendering will have to get registered themselves at the e-tender and e-auction portal www.tenderwizard.com/CWC and have to procure valid Class-III Digital Signature Certificate (DSC) as per Information Technology Act 2000. Bidders can procure this certificate from any of the authorised agencies of Controller of Certifying Authority, Govt. of India in order to participate in E-Tender and E-Auction. They may also contact M/S Karnataka State Electronic Development Corporation Limited at below mentioned address and they will assist them in procurement of DSC. This shall enable the Tenderer to digitally sign their electronic bids. The DSC so obtained will be</p>

	<p>accepted by other organisations also. 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 of www.tenderwizard.com/CWC. Bidder will create their own login ID and Password during registration process. The registration on website www.tenderwizard.com/CWC is free of cost.</p> <p>Bidders who already have a valid digital certificate need not procure it again.</p> <p>In case, bidders need any clarification regarding on line participation they can contact below mentioned address.</p> <p>M/S Karnataka State Electronic Development Corporation Limited, 29/1, Race Course Road, Bangalore-560001.</p> <p>DOWNLOAD OF TENDER DOCUMENT: The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website.</p> <p>SUBMISSION OF TENDER: Tenderer shall submit their Offer in electronic format on above mentioned website on or before the scheduled date and time as mentioned above after digitally signing the same. No Offer in physical form will be accepted and any such offer, if received, by Central Warehousing Corporation will be out rightly rejected. Bidder will have to submit tender cost and EMD by E-Payment only as per above the mentioned scheduled date of time.</p> <p>Bidder will also have to submit processing fee of tender document by E-Payment only.</p> <p>The digital signature certificate is normally issued within two working days, if all the required documents are in place. The interested bidders are requested to apply for the same well in advance.</p> <p><u>Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid and Price Bid in Excel Format only.</u></p> <p><u>Note: The format of price bid given in the tender document is not to be scanned and uploaded as a part of technical bid documents. Any such tender will be straight away rejected. The price bid shall necessarily be filled in Excel Format in the requisite columns pertaining to Price Bid.</u></p> <p>Bidders should upload scanned copies of reference documents in support of their eligibility of the bid.</p> <p>After filling data in pre-defined forms bidders need to click on final submission link to submit their encrypted bid.</p> <p><u>Missing/ online corrupted/ not-downloadable/ non-printable document:</u> The Corporation, if necessary may ask the Tenderer for any specific information/clarification relating to qualifying document/condition or can seek missing documents. The missing documents to be submitted should not be of a date later than the date of submission of original bid. The missing documents sought is allowed to be submitted online or physically within a reasonable stipulated period as decided by the Corporation. If the Tenderer fails to respond within the stipulated time period, no further time will be given and the tender will be summarily rejected.</p>
<p>General Terms and Conditions, Special Conditions, Specifications, Etc.</p>	<p>As mentioned in the Tender Document</p>

Bank details for e-payment of Tender Cost, EMD etc	<p>The bidder can deposit the Tender cost and EMD either through option of merchant payment available during submission of online tender or depositing the amount of tender cost and EMD directly into CWC's account.</p> <p>The bank account details of CWC in case the bidder wants to deposit the tender cost and EMD directly into account of CWC are as follows:</p> <p>Name of Beneficiary: Central Warehousing Corporation Name of Bank: Vijaya Bank Account Number: 601501011001058 IFSC Code: VIJB0006015 Branch Name and Address: Vijaya Bank, Hauz Khas, New Delhi</p> <p>It may be noted that the payment shall be done only by way of NEFT/RTGS in case the bidder wishes to transfer of amount in CWC's account.</p>
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The tenders are to be submitted in two parts, 'A' containing Technical bid and 'B' containing price bid (A & B) i.e. Technical Bid and Financial Bid through e-tender process only.

Central Warehousing Corporation/ Service provider shall not be responsible for the delay caused due to non- availability of internet connection or network issues for online bids.

The EMD, Tender Cost & Processing Fee shall be accepted up to 15.00 Hrs. on the date mentioned above. Only Technical Bids shall be opened on the same day at 15.30 Hrs. in presence of the Tenderers who may wish to present at their own cost. In case the dates mentioned above happen to be Public Holiday, the next working day will be reckoned for the purpose.

The Central Warehousing Corporation reserves the right to accept/ reject the tenders, change the nature of deliverables without assigning any reason; the decision of the Corporation in the matter shall be final and binding on Tenderer.

Tender contains pages **1 to 41**. This NIT is the part of Tender Document.

Group General Manager (Personnel)



Tender No. CWC/I-HR AUDIT/R&P/2018

Date: 07.09.2018

NAME OF CONSULTANCY WORK: Conducting HR Audit in Central Warehousing Corporation

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SECTION- I

Tender No. CWC/I-HR AUDIT/R&P/2018

Date: 07.09.2018

INVITATION OF TENDER (E- TENDERING)

ONLINE TENDER IS INVITED for Selection of a Consultancy for Conducting HR Audit in Central Warehousing Corporation

1. On behalf of Central Warehousing Corporation, the Group General Manager (Personnel), Corporate Office, Delhi invites **Online** tender under two bid system in the prescribed form and on behalf of the Central Warehousing Corporation for Selecting a Consultancy for Conducting HR Audit in Central Warehousing Corporation.

The Technical Bid & Price Bid shall be submitted as **prescribed under detailed Tender Notice online** containing Technical Bid and Price Bid.

- i) TECHNICAL BID with the commercial details should be submitted **online** marked 'A' – Technical Bid'. Earnest Money Deposit payment and cost of tender document should be paid as prescribed in the detailed Tender Notice along with forwarding letter mentioning the name of work.
 - ii) PRICE BID should also be submitted **online** on the same date marked 'B' – Price Bid'. Price Bid will not be opened on the date and time of tender opening. Price Bids of only such Tenderers whose technical bids are found technically qualified and acceptable will be opened subsequently on the date and time fixed by the Corporation. The date and time of opening the price bids of technically successful Tenderers will be intimated to them separately. The contract will be awarded to L-1 bidder who is technically qualified. The bidder quoting lowest rate will be L-1
2. The consultancy work shall be carried out in accordance with the attached instructions to Tenderers, general conditions of contract, providing requisite reports, scope of work, schedule, and addendum, if any.
 3. Earnest Money:
The Tenderer is required to deposit Earnest Money of Rs. 40,000/- (Rupees Forty Thousand only) by E-Payment mode. Earnest Money Deposits in any other form will not be accepted. Tenders not submitting the Tender Cost and EMD shall be summarily rejected. The tender cost and EMD shall be submitted as prescribed under Tender Notice. Registered MSEs are exempted from payment of EMD.

If the Tenderer fails to keep the tender open for acceptance for the stipulated period of 90 days (which can be further extended by 30 days at the sole discretion of the Corporation) or after submitting his tender resiles from/ or modifies their Offer and/or the Terms and Conditions thereof in any manner, it is being understood by them (Tenderer) that the tender document have been made available to them and they are being permitted to tender in consideration of their agreement to this stipulation. The Earnest Money will be refunded or released, as the case may be to the unsuccessful Tenderers within 30 days from the date of the award of the contract. The EMD deposited (gets

converted into collateral security if the same is desired by the Successful Tenderer and the intent given in writing) by the successful Tenderer (to whom the work will be awarded) and will be released only after successful completion of the entire work under this contract. No interest will be paid on the Earnest Money to the Consultancy by the Corporation. The balance amount of Security Deposit (if any) shall have to be deposited by the Successful Tenderer after issuance of Letter of Intent but before issuance of Work Order by the Corporation.

4. Security Deposit:

The successful Tenderer has to deposit an amount equal to 5% of the tendered and accepted value of the work (without any limit) as Security Deposit in the following forms:

- i) Demand Draft/ Pay Order/ Banker's Cheque of Scheduled/ Nationalized Bank in favour of Central Warehousing Corporation payable at Delhi

The successful Tenderer shall submit Security Deposit within 15 days of the issue of Letter of Intent. This period can further be extended by the Corporation up to a maximum period of 7 days on the written request of the Tenderer detailing the reasons for delays. Thereafter, the decision of Corporation to grant extension or otherwise shall be final.

The Letter of Intent shall be issued in the first instance informing the successful Tenderer of the decision of the Competent Authority to accept their tender and Award Letter shall be issued only after the Security Deposit in any of the prescribed form is received. In case of failure by the Tenderer to furnish the Security Deposit within the specified period, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money absolutely.

In the event of contract being determined or rescinded under provisions of any of the clauses/ conditions of the agreement, the Security Deposit shall stand forfeited in full and shall be absolutely at the disposal of the Corporation.

The time allowed for completion of entire work of consultancy will be 02 month which will be reckoned from the 10th day of issue of the Award Letter.

No interest will be paid on the Security Deposit to the Consultancy by the Corporation. The maximum value of SD shall be 5% of the Tendered Amount. The Security will be deposited by the Tenderers after issuance of Letter of Acceptance of the tender but before issuance of work order.

5. Execution of Contract Agreement:

The successful Tenderer shall ensure to enter into a formal agreement with the Corporation within 15 days of issue of Award Letter in the prescribed format at Section-VI on non-judicial stamp paper of appropriate value.

Tenders duly digitally signed shall be submitted as two bids i.e. Technical and Price Bids through online process as "Technical Bids - A/ Price Bids - B" for "Conducting HR Audit in Central Warehousing Corporation" thereof by 27.09.2018 up to 2359 Hrs. Tenders shall be submitted online in the prescribed form. All pages of tender form including enclosures and schedules shall be properly filled and digitally signed by the Tenderer.

6. The Tenderer should quote the rates both in figures and in words at the appropriate place in price break

up schedule attached in Part-II. In case of any discrepancy in the rates quoted, the amount stated in words shall be treated as authentic and final.

7. The last date for downloading of tender documents will be 27.09.2018 up to 1800 hours.
8. Tenders must be submitted **online** on or before 27.09.2018 up to 2359 Hrs. Technical Bids (Marked 'Technical Bid - A') will be opened on 28.09.2018 at 1530 Hrs. in the presence of Tenderers or their authorized representatives who may wish to be present.
9. The tenders shall remain open for acceptance for a period of 90 days from the date of opening of the tender. The Corporation, however, shall have option to extend the validity of tender for a further period of 30 days. Should the Tenderer fail to keep the tender open for acceptance as stated above or if the Tenderer withdraws the tender before the expiry of said period or makes any modifications in the Terms & Conditions of the tender, then the Corporation without prejudice to any other right or remedy will be at liberty to forfeit the Earnest Money.
10. The Tenderer is required to submit on line the **scanned copies** of the following documents with signatures and stamp along with digital signatures with the Technical Bid:
 - i. Profile of the organization containing a write up about the company/ firm, its standing and past work done. (Not exceeding 2 pages). Copy of the Certificate of Incorporation issued by Registrar of Companies/ firms and full address of the registered office
 - ii. Certificate of Business commencement
 - iii. Necessary proof for having completed at least Five HR Audits/ HR Consulting assignments during last 5 years ending 31st March 2018 (Letters from clients/ Copy of engagement letters/ contracts)
 - iv. Necessary proof of having experience of conducting at least 2 HR Audit / HR consulting assignments for an Indian CPSE or Public Sector Banks having more than 1000 employees (Letters from clients/ Copy of engagement letters/ contracts)
 - v. Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding two years
 - vi. Profile of Consultants proposed who have a minimum of 05 years of experience
 - vii. Copy of valid PAN & GSTIN Certificate
 - viii. Latest income tax submission copy
 - ix. Copy of annual report for last three years
 - x. Requisite certificate for claiming tender cost and EMD cost exemptions in case of MSEs as per MSE Notification of Govt. of India dated 23.03.2012 or any other notification issued thereafter.
 - xi. Declaration that the Bidder has not been blacklisted or put on Holiday by any Govt. organization, Public Sector Undertaking in past three years as per Section- VII
 - xii. Latest (i.e. from 01/04/2018 onwards) Bank Solvency certificate of Nationalized/ Scheduled Bank for minimum value of Rs. 5 lakhs or certificate from their bankers regarding the type of accounts and nature of past operation of their bank accounts
 - xiii. Proof of Whether Sole Proprietorship/ Partnership / Public Limited/ Private Limited Company
 - xiv. The documents should be duly stamped with the Company's seal and signed i.e. self-attested
 - xv. The bidders shall submit the EMD, Tender document cost and Processing fee by E-Payment mode on or before 28.09.2018 latest by 1500 hrs

NOTE: Bidders must upload and digitally sign the scanned copies of the above referred documents in support of their eligibility of bid. In the event of any document found fabricated/

forged/ tampered/ altered/ manipulated during verification, then the EMD of the bidder shall be forfeited, thereby tantamounting to disqualification from future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.

CWC reserves the rights to get verified the credentials and the documents submitted by the Tenderers along with the tender before issue of Supply Order.

**Group General Manager
(Personnel)**

SECTION-II

Tender No. CWC/I-HR AUDIT/R&P/2018

Date: 07.09.2018

INSTRUCTIONS TO TENDERERS

1. The Tenderer shall examine carefully all available tender documents consisting of following and comply with the same as mentioned in the detailed tender notice since tenders are being invited online: -
 - i. Invitation to Tender
 - ii. Instructions to Tenderers
 - iii. Form of Tender
 - iv. General Conditions of Contract
 - v. Scope of Work
 - vi. Form of Agreement
 - vii. Declaration of Non- Blacklisting
 - viii. Format of Bank Details
2. The Tenderer is advised to secure all necessary information which may be required for completing the tender. Ignorance regarding any information shall not be an excuse for non-completion of work in time or non-performance or delayed performance of the contract. All costs, charges & expenses that may be incurred by the Tenderer in connection with the preparation of his tender shall be borne by them and the Corporation will not accept any liability whatsoever in this regard. Any failure of the Tenderer to acquaint themselves with all the available information will not relieve them from responsibility for estimating the cost properly.
3. The tender shall be accompanied by necessary plans, illustrations, catalogues or brochures, data, to enable comprehensive assessment of its merits and performance.
4. The Tenderer shall also include Complete Schedule of work in their tender
5. The required contract documents shall be drawn up in English *language only*. In case any document is in any other Indian language, the same shall be got translated into English language which shall be duly attested by the Notary Public and should be enclosed.
6. A complete break-up of prices quoted (Part-II) should be furnished in the price schedule-II attached.
7. The Tenderer should quote GST extra as applicable.
8. Any corrections made in the tender by the Tenderer shall be supported by their digital signatures there-against. Modification of the tender document is not permissible and Tenderers shall not put any condition and conditional tender shall be rejected.
9. It must be clearly understood that the prices quoted in the tender are to include for everything required to be done as detailed in the instructions to Tenderers, General and Special Conditions of

contract, and all such works as are necessary for the proper completion of the contract

10. Tenderers shall make their own arrangement for transportation of manpower and materials required for the works.
11. Time is the essence of the contract and Tenderers are required to complete the whole consultancy work within **TWO months which will be reckoned from the 10th** day of issue of award letter.
12. The contract and its operation shall be governed by the laws of India for the time being in force. Irrespective of the place of deliverables, the place of execution of works or place of payment under contract, the contract shall be deemed to have been entered into at Delhi within the ordinary civil jurisdiction of the Delhi High Court.
13. Telegraphic offers will be treated as defective and invalid and shall be rejected. Only detailed complete offers will be considered. No amendments, revisions and/or alterations of the tender will be permitted after the opening of tenders.
14. Every page of the tender shall be digitally signed by the Tenderer failing which tender is liable to be rejected.
15. In the event of tenders being submitted by a firm, it must be digitally signed separately by each constituent partner thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney from them authorizing to do so.
16. Canvassing in connection with the tender is strictly prohibited and the tender submitted by the Consultancy who resorts to canvassing in any form shall be liable to rejection and the Consultancy(s) may even be forbidden from future tendering for the Corporation works through appropriate action.
17. Should a Tenderer find discrepancies or omissions from the tender documents or should additional information/clarification be required, they shall at once notify the Group General Manager (Personnel), CWC, Corporate Office, Delhi in writing, who will then issue an addendum in that regard to all Tenderers if considered necessary. Such information shall be submitted immediately but not later than 10 days before the date fixed for opening of tenders. No oral interpretations shall be made or be considered binding and all addenda shall be listed in the tender form and become part of the contract documents.
18. The Tenderer should furnish an undertaking for tender papers downloaded from the website as under:
I/ We have downloaded the tender papers from the website www.cewacor.nic.in or www.tenderwizard.com/CWC and I/ We have not tampered/ modified, I/ We understand that my/ our tender is liable to be rejected and full Earnest Deposit will be forfeited and I/ We are liable to be barred from doing business with CWC and/ or prosecuted in case of tampering/modifying.

SECTION-III

Tender No. CWC/I-HR AUDIT/R&P/2018

Date: 07.09.2018

Selecting a consultancy for Conducting HR Audit in Central Warehousing Corporation

FORM OF TENDER

NOTE: Tenderers are required to fill in the blank spaces in this Tender form & submit the same **Online.**

The Group General Manager (Personnel)
Central Warehousing Corporation,
Corporate Office, New Delhi
4/1, Siri Institutional Area, August Kranti Marg,
Hauz Khas, New Delhi-110016

With reference to the invitation to tender and having examined the tender documents and instructions to the Tenderers & addenda etc. and having satisfied ourselves in regard to the duties required, we, the undersigned offer to execute and guarantee the complete work relating to the "Conducting HR Audit in Central Warehousing Corporation" for the Central Warehousing Corporation in conformity with the said tender documents at prices indicated in the price schedule enclosed.

1. We are also submitting herewith the prescribed schedules duly completed and signed
2. We enclose herewith one set of detailed description of the consultancy work
3. If our tender is accepted, we undertake to complete the whole work in the contract to the satisfaction of the corporation within 1 (one) month from the 10th day of issue of the award letter
4. If this tender is accepted, we further undertake to enter into a formal agreement at our cost with the corporation within 15 days of issue of award letter in the prescribed format provided in the tender document at page No. 32 on non-judicial stamp paper of appropriate value.
5. We agree to abide by this tender for a period of 90 days from the date of opening of the same and for further period of 30 days at the discretion of the Corporation under the related clause No. 3 & 9 (Section-I) of invitation to tender.
6. We have deposited earnest money as sum of Rs. 40,000/- (Rupees Forty Thousand only)
7. We agree that if we resile from or modify or withdraw the offer to execute the work at the tendered rates before the expiry of the period as mentioned in Para 5, the amount deposited as Earnest Money shall be liable to forfeiture at the option of the Corporation. No claim shall be raised by us in future for refund of earnest money deposited with CWC. Further, we give our consent that our EMD may be converted into collateral security deposit and may be kept in the Corporation account at Corporate Office, Delhi and shall be refunded after satisfactory execution of work.

- 8. We agree for depositing/recovery of Security Deposit subject to maximum of 5% of the contract after issue of letter of acceptance of the tender but before issue of work order.
- 9. We understand that Corporation is not bound to accept the lowest tender or any tender you may receive and may reject all or any tender without assigning any reason.

On this _____ Day of _____ 2018

SIGNATURE OF TENDERER

IN THE CAPACITY OF: _____

DULY AUTHORISED TO SIGN TENDERS FOR AND ON BEHALF OF

(IN BLOCK LETTERS)

WITNESSES: _____

OCCUPATION:

ADDRESS: _____

SECTION – IV

PART– I

Tender No. CWC/I-HR AUDIT/R&P/2018

Date: 07.09.2018

GENERAL CONDITIONS OF CONTRACT

Selection of a Consultancy for Conducting HR Audit in Central Warehousing Corporation

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(GENERAL CONDITIONS OF CONTRACT)

Tender No. CWC/I-HR AUDIT/R&P/2018

Date: 07.09.2018

Selecting a Consultancy for Conducting HR Audit in Central Warehousing Corporation

1. **Definitions and Interpretations:**

In this contract (as hereinafter defined), the following words and expressions shall have the meaning hereby assigned to them unless the contract ascribes a different meaning.

- 1.1 "Corporation" & "CWC" means the Central Warehousing Corporation, established under the Warehousing Act, 1962 (Act 58 of 1962) and includes any of its officers duly authorized in writing by the Managing Director subject to any conditions as may be prescribed in such authorization.
- 1.2 "Managing Director" means the Managing Director of the Corporation.
- 1.3 "Group General Manager (Personnel)" means the Group General Manager, Head of Personnel Division of the Corporation.
- 1.4 "Consultancy" means the individual firm or company whether incorporated or not, with whom the contract is entered into and includes the heirs, executors, administrators or successors, permitted assignees or legal representative as the case may be, of such individual firm or company, and further includes the terms successful Tenderer.
- 1.5 "CWC's Representative" means officer(s) of Central Warehousing Corporation authorized for the purpose of execution of the contract.
- 1.6 "Consultancy's Representative" means the person appointed by consultancy for execution of the Contract.
- 1.7 "Contract" means the documents forming the tender and acceptance thereof and includes the invitation to tender, instructions to Tenderers, subject to such modification, if any, formal agreement executed between the Corporation and the Consultancy, general conditions of contract, special conditions together with documents referred to therein Technical Bid, Price Bid and schedules.
- 1.8 "SERVICES" mean the duties to be performed and the services to be rendered by Consultancy according to the terms and conditions of the Contract.
- 1.9 "Tender" means the offer made by an individual Firm/Firms or Company/Companies for the execution of the assignment.
- 1.10 "Tenderer" means the Firm/Firms or Company/Companies submitting a tender.
- 1.11 "Acceptance of Tender" means the letter or memorandum from the Corporation communicating to the Tenderer the acceptance of his tender.
- 1.12 "Contract Price" means the total and all-inclusive sum named in the acceptance of tender (but excluding GST) subject to such additions thereto or reductions there from as may be made under the provisions hereinafter contained.
- 1.13 "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid."
- 1.14 "Nationalized/Scheduled Bank" means a bank included in the second schedule to the Reserve Bank of India Act, 1934 or modifications thereof.
- 1.15 "Month" means calendar month.

2. **Assignment and subletting of works:**

The Consultancy shall not assign the contract or any part thereof or any benefit or interest therein or there under or any claim arising out of the contract to any other party

3. **Forfeiture of Earnest Money**

The earnest money deposited by the Tenderer in terms of Para 3 of the Invitation to Tender may be forfeited at the option of the Corporation in case the Tenderer should resile from or modify or withdraw his tender before the expiry of 90 days and further extended period under Para 3 & 9 of the Invitation to the Tender from the date of opening of the tender or fail to deposit the **Earnest Money Deposit** (EMD) prescribed in para 3 of the Invitation to Tender, and it being understood that the tender documents have been made available to the Tenderer and the Tenderer is being permitted to tender in consideration of his agreement to this stipulation. If the Tenderer whose tender is considered for acceptance fails to submit the prescribed Security Deposit within prescribed period, the EMD shall be absolutely forfeited by CWC.

4. **Security Deposit:**

Security Deposit will be equivalent to **5%** of the total contract value. The successful bidder shall furnish, **within fifteen days of the acceptance of his bid**, a Security Deposit, equivalent to 5% of the contract value.

All compensation, damages and/or other sums of money payable by the Consultancy under the terms of this contract may be deducted from their security deposit or from any sums which may be or may become due to the Consultancy by the Corporation or any Govt. of India Department or Undertaking on any account whatsoever. In the event of the Security Deposit being reduced by reason of any such deduction as aforesaid the Consultancy shall within ten day from the date of such deductions make good the amount in cash.

5. **Refund of Security Deposit:**

Subject to the other terms and conditions of this contract, the amount of security deposit will be refunded to the Consultancy after adjusting 'over payments' with interest (to be decided at the relevant time in accordance with prevalent Bank rate of interest for overdraft at the time), if any, and after the final bill has been paid and the required assessment and necessary reports have been submitted by the Consultancy.

6. **Forfeiture of Security Deposit:**

The said security deposit shall be liable to forfeiture at the option of the Corporation, if the Consultancy fails to carry out the work or perform or observe any of the conditions of the contract. The Corporation will also be at liberty to deduct from the security deposit or any sum payable to the Consultancy under this or any other contract with the Consultancy such sums as may become due to the Corporation.

7. **Work to be to the satisfaction of the Corporation:**

The Consultancy shall execute, complete and guarantee the work in strict accordance with the contract to the satisfaction of the Corporation and shall comply with and adhere strictly to the Corporation's instructions and directions on matters (whether mentioned in the contract or not) touching or concerning the work.

8. **The Compensation/ Liquidated damages for delay:**

The time and date stipulated in the contract for the completion of the work or any part or stage thereof shall be strictly observed by the Consultancy and also will be deemed to be the essence of the contract. The work shall, throughout the stipulated period of the contract, be carried out with all diligence. If the Consultancy fails to complete the work or any part thereof within the stipulated time, the Consultancy shall pay to the Corporation on demand, without prejudice to other rights and remedies, the Corporation may have against the Consultancy, a sum equivalent to 1% (One) percent of contract value for every week's delay as compensation (and not as a penalty) for every week or part thereof provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not exceed 5% (five) percent of the contract value of work. The compensation will be determined by the Competent Authority at Corporate office, Delhi. Such decision in writing from the concerned authority of Corporation shall be final and binding on the Consultant. The Corporation may, without prejudice to any other method of recovery, deduct the amount of such compensation from any money in their hands, due or which may become due to the Consultant. However, before imposing liquidated damages, the corporation at its sole discretion will intimate to the Consultancy to explain the reasons for delay by sending a time bound notice to the Consultancy. But the decision of the competent authority shall be final and binding on the Consultancy and amount so recovered will be intimated through office letter or sanction order as per procedure of the Corporation.

9. **Force Majeure Conditions:**

- 9.1 The Corporation may grant an extension of time limit set for the completion of the work in case the timely completion is delayed by force majeure beyond the Consultancy's control, subject to what is stated in the following sub-paragraphs and to the procedures detailed therein being followed. Force majeure is defined as an event or effect that cannot reasonably be anticipated such as wars, revolution, earthquakes, Government order, disturbances or any other causes beyond the control of the Consultancy. Strike by the Consultancy's manpower shall not be treated as an event beyond the control of the Consultancy.
- 9.2 The Consultancy's request for an extension of the time limit for completion of the work in the above-mentioned cases duly recommended by concerned CWC's Representative subject to the following procedures:
- 9.2.1 That, within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, they inform the Corporation in writing that they consider themselves entitled to an extension of the time limit.
- 9.2.2 That, they produce evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- 9.2.3 That, they prove to the satisfaction of the Corporation that the said conditions have actually interfered with the carrying out of the contract.
- 9.2.4 That, they prove to the satisfaction of the Corporation that the delay occurred is not due to his own action or lack of action.

Apart from the extension of the time limit, force majeure does not entitle the Consultancy to any relaxation or to any compensation for damage or loss suffered. In case of prolonged force majeure, the contract is liable to be terminated.

10. **Breach of Contract:**

Definition of Breach of Contract:

The Corporation may without prejudice to its right against the Consultancy in respect of any delay or inferior workmanship or to any claims for compensation for loss or damage in respect of any breach of contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has not elapsed, by notice in writing, absolutely determine the contract in any of the following cases:

- 10.1 If the Consultancy having been given by the Corporation a notice in writing to rectify, modify, or replace defective report or that the work is being performed in an inefficient or otherwise improper or unworkman like manner; shall neglect to comply with the requirements of such notice for a period of 15 days thereafter or if the Consultancy shall delay or suspend the execution of the work so that, in the judgments of the Corporation (which shall be final and binding) either he shall be unable to secure completion of the work by the date set for completion or they have already failed to complete the work by the date.
- 10.2 If the Consultancy being a company shall pass a resolution of the court, shall make an order that the company shall be wound up or if a receiver on behalf of creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a Receiver or which entitle the court to issue a winding up order.
- 10.3 If the Consultancy shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of their creditors or shall agree to carry out contract under a committee of inspection of their creditors (being a Corporation) shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or the Consultancy shall assign the contract without consent in writing of the Corporation first obtained or shall have an execution levied on their product.
- 10.4 If the Consultancy commits breach of any of terms and conditions of this contract.
- 10.5 If the Consultancy fails to render any or all the services within the time period(s) specified in the contract or any extension thereof granted by Corporation in writing.
- 10.6 If the Consultancy in the judgment of Corporation has engaged in corrupt or fraudulent practices in completing or in executing the contract.

11. **Cancellation of Contract in full or part:**

- 11.1 When the Consultancy has made themselves liable for action under any of the cases aforesaid, the Corporation shall have powers:
 - 11.1.1 To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Consultancy by the Corporation shall be conclusive evidence) upon such determination or rescission, the security deposit of the Consultancy shall be at the disposal of the Corporation.

- 11.1.2 Termination for Default: CWC reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of Contract, by giving one month notice if Consultant fails to perform any obligation(s) under the Contract and if Consultant, does not cure his failure within a period of 30 days (or such longer period as CWC may authorize in writing) after receipt of the default notice from CWC.
- 11.1.3 Termination for convenience: CWC may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by CWC till the date upon which such termination becomes effective.
- 11.2 After giving due notice to the Consultancy to measure up the work of the Consultancy and to take such part thereof as shall be unexecuted out of their hands and to give it to another Consultancy to complete at the risk and cost of the original Consultancy, in which case all expenses which may be incurred in excess of that which would have been payable to the original Consultancy, if the work had been executed by them (of the amount which is excess, the certificate in writing of the Corporation shall be final and conclusive), shall be borne and paid by the original Consultancy and may be deducted from any money due to them by the Corporation under this contract or any other account whatsoever or any money due to him by the Corporation or any Department of the Central Government/Public Sector Undertakings and is recoverable from the Consultancy through any other legal records.
- 11.3 In the event of any one or more of the above courses being adopted, the Consultancy shall have no claim to compensation for any loss sustained by him by reason of his having supplied or procured any materials or entered into any agreement or made any advances on account or with a view to the execution of the work or the performance of the contract, provided in case action is taken under any of the provisions aforesaid, the Consultancy shall be entitled for payment only for such portions of the works actually executed under this contract and provided the Corporation has certified in writing that the execution of such work has been in accordance with the conditions of the contract and also the value payable in respect thereof.
The release of such payment due to the Consultancy is subject to conditions under clause-6 and other provisions of this contract.
- 11.4 The Corporation may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 15 (fifteen) days written notice of default to the Consultancy, terminate the contract in whole or in part.
- 11.5 The Corporation may at any time terminate the contract by giving not less than 15 (fifteen) days written notice to the Consultancy, without compensation to the Consultancy, if the Consultancy becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Corporation.

In the event, Corporation terminate the contract in whole or in part, Corporation may get such services done, upon such terms and in such manner as it deems appropriate and the Consultancy shall be liable to Corporation for any risk and costs for such similar services. However, the Consultancy shall continue performance of the contract to the extent not terminated. In addition, such action by Corporation's aforesaid shall not relieve the Consultancy of their liability to pay liquidated damages for delay in completion of works as defined in Clause-8.

11.6 Notwithstanding anything contained in this clause, if at any time after the commencement of the work, the corporation shall for any reason whatsoever not require the whole or a part thereof as specified in the Tender Documents to be carried out by the Consultancy, the corporation shall give notice in writing of the fact to the Consultancy who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which they might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the works as originally contemplated.

12. **Suspension of works:**

The Consultancy shall on the written order of the Corporation suspend the progress of work which shall not generally exceed 30 days on each occasion and in part thereof till such time which should such manner as the Corporation may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Corporation.

13. **Requirements where there are no specifications:**

In cases where no particular specifications are given for any report or workmanship as stipulated under the contract, the same shall invariably be the best of their respective kinds in all respect and in accordance with the requirements and instructions prescribed by Corporation and shall be binding upon the Consultancy.

14. **Price Variation:**

Same as specifically provided elsewhere in the conditions of contract, the contract price shall not be adjusted in respect of any increase or decrease of cost to the Consultancy in carrying out the work by reason of alterations in the rate of wages and allowances payable to manpower deployed by the consultancy or change in the conditions of employment thereof or the operation of any law or statute or variation in the cost of any other matter or thing of whatsoever nature, subsequent to the date of tender.

15. **Taxes, Duties and other liabilities:**

15.1 **GST:** GST (with percentage) shall be mentioned by the party separately under the price break up schedule attached at Part-II in the tender document, which shall be paid by the CWC to enable CWC to avail GST input tax credit, the consultancy shall submit GST compliant Tax Invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Consultancy only after submission of GST complaint Tax Invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of CWC's unit availing the services.

15.2 CWC reserves the right to protect its interest against any loss on account of availability of GST Credit.

15.3 The GSTIN of CWC shall be made available to the Consultancy along with the Work Order.

15.4 Any new/change in statutory provisions as and when made applicable by the Government shall become applicable against documentary evidence.

- 15.5 Payment to the consultancy shall be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Consultancy by CWC.
- 15.6 Applicable GST shall also be recoverable from the consultancy in case of penalty on account of breach of terms of contract.
- 15.7 CWC shall deduct Income tax at source at applicable rates and issue the certificate for the tax deducted at source.
16. **Royalties:**
The Consultancy shall obtain licenses and pay royalties for any patented equipment or software or process used or to be used for the consultancy works. This is deemed to have been included in the contract price. No claim will be entertained by the Corporation separately on such accounts.
17. **Patent Rights:**
The Consultancy shall indemnify the Corporation from and against all claims, demands, actions and proceedings and all costs arising there from for or on account of license fees, infringement or any patent rights, design, trademark or other protected rights in respect of any plant, machinery, work, materials and process used in connection with the works or temporary works.
18. **Demurrage:**
In case any demurrage or rent is charged by any authority for non-removal of any equipment/materials supply of which forms part of this contract, within the prescribed time, the entire amount of such rent or demurrage shall be paid and borne by the Consultancy. In such an event, the Consultancy shall immediately pay such charges and clear the goods forthwith.
19. **Transportation and Insurance:**
Freight, Toll tax, Octroi, State entry tax, GST if any, packing, forwarding, loading/unloading and insurance charges on imported/indigenous items up to work site shall be arranged and paid by the Consultancy and same should be shown **lump sum** in tendered amount i.e. in the price schedule-II. It will be the responsibility of the Consultancy to arrange comprehensive insurance, packing, forwarding, covering storage and erection period of the equipment, at his own cost, till the same is commissioned and handed over to Corporation. The Consultancy shall furnish the insurance cover in this regard to the Corporation at the time of making supplies/submitting bills for payment.
20. **Performance of duties and services by consultant**
- 20.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work.

- 20.2 Consultant shall in all professional matters act as a faithful advisor to CWC, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.
- 20.3 Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.
- 20.4 The consultant has to provide project handholding on need base and on dates advised by CWC.
- 20.5 Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without approval of CWC.
- 20.6 Consultant should ensure that Consultant's key personnel with relevant skill are always available to the Corporation
- 20.7 Consultant should ensure the quality of methodologies for delivering the services and its adherence to quality standard

21. **Consultant's representative**

- 21.1 Consultant shall nominate the Representative whose CV is submitted against pre-qualification criteria who will be responsible for executing this contract and shall be the contact person between CWC and Consultancy for the performance of the Contract till successful completion. This nomination shall be done within five (5) days after the coming into force of the Contract. In extreme case, Consultant's Representative can be replaced with CWC's consent after getting approved his CV from CWC
- 21.2 CWC shall be at liberty to object to any nomination and can advise Consultant to remove their representative in case of violation of terms and conditions of NIT / Contract. Consultant shall replace immediately such person by competent substitute at no extra cost to CWC.
- 21.3 Consultant's Representative shall be entitled through a written delegation of authority to act on behalf of Consultant with respect to any decisions to be made under the Contract.

22. **Payment and Completion Terms**

- 22.1 CWC shall pay for the services rendered as per stipulation in the tender through E-Banking only. All Bank charges of consultant's Bankers shall be to the consultant's account.
- 22.2 Consultant will invoice CWC according to the terms and conditions provided in the tender. Payment shall be released within 30-days of receipt of invoice subject to satisfactory completion of the defined mile-stone.

23. **Firm price**

The prices quoted by the Consultant should be firm and not subject to any price escalation.

24. **Insurance of the Consultant's personnel:**

Insurance of the Consultant's personnel shall be the responsibility of the Consultant.

25. **Way leaves:**

The Consultancy shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site. The Consultancy shall also provide at his own cost any additional accommodation outside the site required by him for the purpose of the work.

26. **Bye Laws of Local authorities:**

26.1 The Consultancy shall conform to the provisions of any Government Acts, which relate to works and to the regulations and byelaws of any local authorities.

26.2 The Consultancy shall keep the Corporation indemnified against all penalties and liability for every kind of breach of any Act, Rules, Regulations or Byelaws in force at the site.

27. **Constitution of the Firm:**

27.1 Where the Consultancy is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Corporation, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

27.2 On the death or retirement of any partner of the Consultancy firm before complete performance of the contract, the Corporation may, at its option, cancel the contract and in such case, the Consultancy shall have no claim whatsoever to compensation against the Corporation.

27.3 If the contract is not determined as provided in Clause 27.2 above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section-IV of the Partnership Act has been sent by him to the Corporation by Registered post acknowledgement due.

28. **Address of the contract or for notices and communications on behalf of the Corporation:**

28.1 For all purposes of the contract, the address of the Consultancy mentioned in the tender shall be the address to which all communications addressed to the Consultancy shall be sent, unless the Consultancy has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Corporation. The Consultancy shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

28.2 All communications and notices may be served on the Consultancy either by speed post, courier, Fax, registered post acknowledgement due or under certificate of posting or by ordinary post or by hand delivery.

29. **Authority of person signing contract, measurement and bill on behalf of the Consultancy:**

- 29.1 In the event of the tender being submitted by a firm or a company, the tender and the contract must be signed by each member or partner thereof or in the event of absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender.
- 29.2 The partnership deed and a true copy thereof shall be submitted along with the tender and it must disclose that the firm or company is registered under the Indian Partnership Act or similar legislation in the country to which the Consultancy belongs.
- 29.3 Receipts for such payments made on account of the work when executed by a firm or a company, must be signed by several partners except where the Partners are described in the tender or the partnership Deed or Company Deed as a firm or company in which case the receipts must be signed in the name of the firm or company by one of the partners or directors or by some other person having authority based on the partnership Deed to give effectual receipts on behalf of the firm. Notwithstanding anything contained in the partnership Deed or in the Company Deed the above-named persons will have the authority to give effectual receipts on behalf of the firm throughout the entire period of the contract. No change in the name or designation of the persons having authority to give effectual receipts for the firm or company will be admitted by the Corporation unless such a change is demanded in writing by all the partners of the firm or directors of the company without any exception.

30. **Dishonest practices:**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Consultancy, their agent, servant or any one on their behalf to any officer, representative or agent of the Corporation or any officer of the Government of India, on his or on their behalf, in relation to obtaining or to the execution of this or any other contract with the Corporation, shall in addition to any criminal liability in accordance with the provisions of any law of the country in force which they may incur, render this contract and all other contracts with the Corporation liable to termination forthwith as described in Clause-11 hereof, and also to the payment of any loss or damage resulting from any such termination.

31. **Official Secrets and photography:**

- 31.1 The contract imposes an obligation of secrecy on the part of the Consultancy including their agents under the Indian Official Secrets Act, 1923 or any Statutory modification/re-enactments thereof, any breach of this clause shall apart from any criminal liability on the part of the Consultancy, constitute a breach of contract.
- 31.2 Except with the prior written permission of the Corporation no photograph of the work site, adjacent land and structure or any part thereof shall be taken by the Consultancy and/or published with or without any description of the said work, site, etc. as above.
- 31.3 Consultancy further undertakes to limit the access to confidential information to those of its employees, who reasonably require the same for the proper performance of the Contract provided however that Consultancy shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

- 31.4 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to CWC will be property of CWC.
- 31.5 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by CWC for carrying out of any services with any third parties.
- 31.6 Consultant shall not without the prior written consent of CWC be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

32. **Laws:**

- 32.1 The contract and its operation shall be governed by the laws of India for the time being in force.
- 32.2 Irrespective of the place of execution of works or place of payment under this contract, the contract shall be deemed to have been entered into at Delhi within the ordinary civil jurisdiction of the Delhi High Court.

33. **Resolution of disputes and arbitration:**

- 33.1 All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. It will be no objection to any such appointment that the person 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 any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to his contract. It is a term of his 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 for any reason, the Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which 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, New Delhi. The Arbitrator shall give reasons for his award.
- 33.2 Provided further that any demand for arbitration in respect of any claim(s) of the contractors, 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 contractors shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.
- 33.3 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 33.4 The Arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defence statement.

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

34. **Duration of Contract:**

The contract shall be executed over a period of Two months in consultation with the senior management of CWC. The primary centre for policy decisions is Corporate Office of CWC. The process/procedures shall also be evaluated for Audit taking one Regional Office and one Warehouse as a sample. The employee engagement survey shall be carried out for all employees of CWC (around 3600 in number)

35. **Suspension of services:**

- 35.1 CWC may suspend in whole or in part - the performance of services of Consultants any time upon giving fifteen (15) days' notice.
- 35.2 Upon notice of suspension, Consultancy shall suspend the services immediately.
- 35.3 Upon suspension of the performance of services, Consultancy shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the maximum total reimbursement shall be restricted to contract price. CWC's decision shall be final in this matter.
- 35.4 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract as per the terms and conditions of the Tender.

36. **Modification:**

Any modification of or addition to the Contract shall not be binding unless made in writing and agreed by both the parties.

37. **Rectification period:**

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract. No deviation from such conditions shall be made without CWC's agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by CWC) are guaranteed to be of the best quality of their respective kinds.

38. **Legal matters:**

Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Delhi.

39. **Notices:**

Any notice given by one party to the other pursuant to the Contract shall be sent in the form of mail on the official E-Mail IDs provided by the Consultancy and CWC followed by official letter.

40. **Schedule of Payment and payment terms:**

40.1 A retention money amounting to 30% of the total payable amount at each milestone listed at Sr. No. 1 to 4 below will be retained by the Corporation and paid after successful completion of the entire project.

S. No.	Milestone
1.	Audit Stage I: Understanding the various processes/ procedures/ Policies/ Methodologies in vague of HR Functioning in the Corporation
2.	Audit Stage II: Analysing the processes/ procedures/ Policies/ Methodologies followed in Corporation with contemporary best HR practices & standards.
3.	Audit Stage III: Arriving at final evaluation with regard to the HR practices put in place by the Corporation, recommendation of Auditors in these respects and submission of final detailed report
4.	Employee engagement survey: The employee engagement survey, among other things, be designed having the industry and best practices relevant questionnaire for the Corporation so as to elicit the feedback of employees on the effectiveness of various HR practices/ policies put in place by the Corporation, analysis & consolidation of data so obtained and submission of findings/ report thereof.

41. **Time of completion of consultancy assignment:**

The total assignment as stated in the schedule of work above shall be completed within Two months which will be reckoned from the 10th of issue of award letter for the work

42. **Misconduct of the Consultancy's staff:**

The Corporation shall be at liberty to object to and require the Consultancy to remove from the works any person in the Consultancy's employment who in the opinion of the corporation is incompetent or negligent or misconducts themselves in the proper performance of their duties or whose continuance on the works is otherwise considered undesirable.

43. **Foreign Personnel:**

Should the Consultancy find that suitable qualified and experienced personnel required for the work are not available in India in sufficient numbers and should the Consultancy wish to employ personnel of Nationalities other than India, the Consultancy must obtain the necessary permits from the Central Government to permit foreign personnel to enter India and to work in India for State Authorities. The Consultancy shall keep the Corporation fully informed of application made by him for the work, permits for foreign staff and/or approvals by the Indian Authorities.

44. **Overpayment:**

In case any over-payment made to the Consultancy is deducted at any time, the Consultancy shall be bound to repay the amount so over paid with Bank rate of interest for overdraft prevalent at that time by recovery from their immediate subsequent bill(s) and security deposit. In case the amount claimed in the subsequent bill(s) and the security deposit is not sufficient to cover the over payment and interest thereon or if any overpayment is deducted after the final bill has been paid, the Consultancy shall be bound to repay the amount so over paid with interest as defined in clause 11 Section-IV immediately on demand.

Any sum of money due and payable to the Consultancy including the 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 Consultancy with the Corporation.

45. **Methodology:**

The detailed methodology for carrying out HR Audit in CWC including the conduct of the employee engagement survey will be worked out by the Consultant in discussion with the different verticals of Personnel Division of the Corporation. However, no sub-contracting of whole or any part of the contract by the Consultant shall be permitted by the Corporation. The entire audit process may be broadly segmented as under:

- 45.1 Pre-audit information – This will include a review of the Corporation’s policies, HR manuals/ Handbooks, various reports, etc which form the basis of its working.
- 45.2 On-site Review – This will involve questionnaires, interviews, observations, informal discussions, surveys or a combination of such methods to get the necessary inputs from the employees.
- 45.3 Records Review -- This will require detailed scanning of current HR records, employee absenteeism and turnover statistics, notices, compensation, claims, performance assessment etc.
- 45.4 Audit Report -- Utilizing the data so collected, the checklist for the HR audit will be prepared covering the policies, procedures or practices put in place by the Corporation and those followed in practice in the Corporation. The comparative analysis will result in finalization of the audit report covering definite conclusions and recommendations highlighting the strengths and weaknesses of the HR functioning and the suggested remedial measures to bring about the desired improvements and to streamline the HR processes and practices with the industry best practices and standards.

46. **Black Listing of Firms:**

The non-performing Consultancy *is liable for forfeiture of balance amount and* may be suspended/banned for trade relation/black listed for a period up to 5 (five) years based on the gravity of non-performance, by the Managing Director of the Central Warehousing Corporation, whose decision in the matter shall be final and binding.

47. **Notices**

For the purpose of all notices, the following shall be the addresses of the Purchaser and Consultancy:

Purchaser: Central Warehousing Corporation, Corporate Office, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016.

Consultancy (To be filled in at the time of Contract signature)

Date:.....

Signature of Tenderer

Name:.....

Address:.....

.....

Seal

48. **Person of Contact:**

Interested parties can contact the officer in case of any doubt/clarification regarding tender conditions.

Name: Sumit Kumar, SAM (Rectt.), Personnel Division

Contact details: 011-26566107 extn. 161

Email ID: sumit@cewacor.nic.in

SECTION-V

CONTRACT NO. Tender No. CWC/I-HR AUDIT/R&P/2018

Date: 07.09.2018

Scope of Work

Conducting HR Audit in Central Warehousing Corporation

1. About Central Warehousing Corporation:

In a rapidly changing world, at Central Warehousing Corporation, we are making an enduring impact in the dominion of warehousing since 1957- The undisputed giant in public warehousing operations. Our presence in the country is spread across 17 Regional Offices & 432 warehouses.

Being a Schedule 'A' Mini Ratna Public Sector Undertaking, our differentiation is derived from a rapid performance-based, industry-tailored and technology- enabled warehousing & logistical services delivered by the leading talented minds in the country.

Our philanthropic approach helps providing logistical support to the agricultural sector. Our role in the food sector of India is a testimony to our relentless commitment to deliver exceptional client service.

At Central Warehousing Corporation, we understand that people are our biggest asset. We are undergoing a metamorphosis into making the public warehousing space more technology driven. We are also focussed towards improving the organisational capability through attracting, growing, motivating, deploying and retaining talent so as to enable us to take new challenges efficiently and effectively. Our website www.cewacor.nic.in may be visited to know more about the various facets of the Corporation

2. Project Objective:

In pursuance of our continuous endeavours to achieve excellence in Human Resource Practices of the organisation, the Corporation intends to select a reputed Consultancy which fulfil the prequalification criteria for Conducting HR Audit in Central Warehousing Corporation.

3. Scope of Work

The primary focus of the Audit is to determine the level of excellence in HR functioning in the Corporation. It shall include but not limited to the various parameters in terms of the quality

of Human Resource recruited and retained, the various HR policies and processes adopted / followed to make HR a truly strategic business partner , and also to take appropriate remedial measures by finding out the gaps / deficiencies / shortcomings, if any , in its functioning vis-à-vis the benchmark practices and processes with best-in-class organisations. The primary centre for policy decisions is Corporate Office of CWC. The process/procedures shall also be evaluated for Audit taking one Regional Office and one Warehouse as a sample. The employee engagement survey shall be carried out for all employees of CWC (around 3600 in number) The various facets of HR Audit shall broadly encompass the following:

- a. Recruitment Policy Audit
- b. HR Planning & Process/ Function Audit
- c. HR Management System Audit
- d. People Policies Audit
- e. Training, Learning and development Audit
- f. Rewards and Benefits Audit
- g. Performance Management Audit
- h. Conduct employment experience diagnostic by way of Engagement survey

Within the above broad parameters, the core terms of references of the Audit exercise shall be as under:

- i. Risk profiling and rating of various activities of HR Department in view of the importance of management of the possible operational risk prone areas/ shortcomings identified
- ii. Efficacy of the recruitment and promotion Policy and processes involved thereof in selecting the Right person for the Right post
- iii. Effectiveness of various employee engagement, employee recognition programs/ initiatives and other employee welfare measures
- iv. Transparency and accountability of performance of employees
- v. Effectiveness of Manpower planning and processes involved thereof
- vi. Efficacy of Succession planning process
- vii. Conduct an employee engagement survey which shall among other things be designed having the industry and best practices relevant questionnaire for the CPSE so as to elicit the feedback of employees on the effectiveness of various HR practices/ policies put in place by the Corporation.

SECTION –VI
FORM OF AGREEMENT

The agreement made on this _____ day of 20_____ between the Central Warehousing Corporation established under Warehousing Corporations Act, 1962 (herein after called the 'Corporation') and M/s. _____ a* partnership firm, consisting of partner, namely (1) _____ (2) _____/ _____ a company registered under the Indian Companies Act/individual carrying a business in the name and style of M/s. _____ (herein after called the Consultancy) which term shall include, unless repugnant to the context, his/heirs and legal representatives, executors/administrators and successors.

WHEREAS the Corporation being in requirement of engaging a _____ had invited tenders for the Consultancy work of Conducting HR Audit in Central Warehousing Corporation vide tender No. _____. And WHEREAS the rate/rates submitted by the Consultancy in his/their/its letter dated _____ has/have been accepted by the Corporation, vide communication No. _____ dated _____.

It is hereby witnessth:

*strike out whichever is not applicable.

The terms and conditions incorporated in tender No. _____ form an integral part of this agreement and will be the sole repository of the terms and conditions governing the Conducting HR Audit in Central Warehousing Corporation to be made by the Consultancy to the Corporation at the rates specified in the letter dated _____ of the Consultancy, and the said letter of the Consultancy is to be referred to only for the purpose of rates.

In witness whereof, the parties have set their hands on the date herein before mentioned above written.

Signature _____

Signature _____

(Name & Address of supplier)

For and on behalf of CWC

Seal

Signature _____

Signature _____

Witness (with full Address)

Witness (with full Address)

1.

1.

2.

2.

Section VII

Date:

The Group General Manager (Personnel)
Central Warehousing Corporation
4/1, Siri Institutional Area,
August Kranti Marg, Hauz Khas
New Delhi-110016

Sir,

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We further confirm that, we have not been listed or kept under holiday by any Public Sector Undertaking / Government Organization / CWC.

We agree that if it is noticed in future, our Bid may be rejected / terminated.

Place:

Signature of Authorized Signatory: _____

Date:

Name: _____

Designation: _____

Seal: _____

Section VIII

REF:

Date:

The Group General Manager (Personnel)
Central Warehousing Corporation
4/1, Siri Institutional Area,
August Kranti Marg, Hauz Khas
New Delhi-110016

Sub: Bank details for Electronic Payment.

Ref:

Sir,

With reference to your above enquiry, I/We are agreeable to receive the payments by direct credit to our below mentioned bank account through RBI ECS or Internet banking facility.

Vendor Name	
E-mail Id	
Phone No	
Fax No.	
Particular of Bank Account	
Name of the Bank	
Branch code	
Address	
MICR Code	
IFSC Code	
Account No (As appearing on cheque Book)	
Income Tax PAN No	
GSTIN	

The following are attached in authentication of above bank details.

- 1. A blank cancelled cheque /photocopy of a cheque.**
- 2. A copy of Bank Pass Book first page containing name and address of A/c holder.**

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/We would not hold the user institution responsible. I/We agree to discharge the responsibility expected of me as a participant under the scheme.

For and on behalf of

Signature.

COMPANY SEAL.

SECTION-IX**SCHEDULE-I****CONTRACT NO. CWC/I-HR AUDIT/R&P/2018****DATE: 07.09.2018**

ON-LINE E-TENDER FOR Conducting HR Audit in Central Warehousing Corporation

Technical Qualifications

Tenderers shall confirm/provide all information requested in this Schedule. The items requiring description shall not be limited by the list that follows. Tenderers shall include all pertinent items.

S. No.	Technical Requirement	Requisite Documents	Status of submission (Yes/ No/ Not Applicable)
1.	Should be a professional Management Consulting Company/ firm of international repute / standing	1. Profile of the organization containing a write up about the company/ firm, its standing and past work done. (Not exceeding 2 pages) 2. Copy of the Certificate of Incorporation issued by Registrar of Companies/ firms and full address of the registered office	
2.	Should be in existence for a minimum period of 8 years in India	Certificate of Business commencement	
3.	Should have completed at least Five HR Audits/ HR Consulting assignments during last 5 years (ending 31st March 2018).	Necessary proof (Letters from clients/ Copy of engagement letters/ contracts)	
4.	Out of the above as at Point 3, should have experience of conducting at least 2 HR Audit/ HR consulting assignments for Indian CPSEs or Public Sector Banks having more than 1,000 employees	Necessary proof (Letters from clients/ Copy of engagement letters/ contracts)	
5.	Should have an Annual turnover exceeding Rs. Five Crore every year in past three years ending on 31.3.2018 supported with audited balance Sheet for the year 2015-16, 2016-17 and 2017-18 showing annual turnover	Copy of the audited Balance Sheet and/ or Certificate of the Chartered Accountant for preceding two years	

6.	Should propose consultants for the assignment who have a minimum of 05 years of experience	Profile of Consultants proposed	
7.	Should have valid PAN and GSTIN number	Copy of valid PAN & GSTIN Certificate	
8.	Should be able to furnish Income Tax return submission copy	Copy of latest income tax submission	
9.	Should not be Blacklisted or put on holiday by any Govt. organization, Public Sector Undertaking in past three years	Declaration that the Bidder has not been blacklisted or put on Holiday by any Govt. organization, Public Sector Undertaking in past three years as per Section- VII	
10.	Should be financially stable and be able to produce Bank Solvency Certificate of Nationalized/ Scheduled Bank for minimum value of Rs. 5 lakhs or Certificate from their bankers regarding the type of accounts and nature of past operation of their Bank Accounts	Latest (i.e. from 01/04/2018 onwards) Bank Solvency Certificate of Nationalized/ Scheduled Bank for minimum value of Rs. 5 lakhs or Certificate from their bankers regarding the type of accounts and nature of past operation of their Bank Accounts	
11.	Should be one of the following: Sole Proprietorship/ Partnership/ Public Limited/ Private Limited Company	Necessary Proof (Example: Certificate or Agreement of Sole Proprietorship/ Partnership/ Public Limited/ Private Limited Company)	
12.	If claiming tender cost and EMD cost exemptions in case of MSEs	Requisite certificate for claiming tender cost and EMD cost exemptions in case of MSEs as per MSE Notification of Govt. of India dated 23.03.2012 or any other notification issued thereafter.	

*The above documents should be duly stamped with the Company's seal and signed i.e. self-attested

NOTE: Bidders must upload and digitally sign the scanned copies of the above referred documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be forfeited, thereby tantamounting to disqualification from future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.

SCHEDULE-II FOR PRICE BID

INDEX-II

Section-I

SCHEDULE-II

CONTRACT NO. CWC/I-HR AUDIT/R&P/2018

DATE: 07.09.2018

ON-LINE E-TENDER FOR Conducting HR Audit in Central Warehousing Corporation

Price Break up Schedule

PRICE BID – 1

Sr. No.	Description	Unit	Amount inclusive of all taxes and duties but exclusive of GST	
			In Figure (Rs)	In Words (Rs)
(A)	(B)	(C)	(D)	(E)
1.	Audit Stage I: Understanding the various processes/ procedures/ Policies/ Methodologies in vague of HR Functioning in the Corporation	Lump-sum (Rs)		
2.	Audit Stage II: Analysing the processes/ procedures/ Policies/ Methodologies followed in Corporation with contemporary best HR practices & standards.	Lump-sum (Rs)		
3.	Audit Stage III: Arriving at final evaluation with regard to the HR practices put in place by the Corporation, recommendation of Auditors in these respects and submission of final detailed report	Lump-sum (Rs)		
4.	Employee engagement survey: The employee engagement survey, among other things, be designed having the industry and best practices relevant questionnaire for the Corporation so as to elicit the feedback of employees on the	Lump-sum (Rs)		

	effectiveness of various HR practices / policies put in place by the Corporation, analysis & consolidation of data so obtained and submission of findings / report thereof.			
5.	Total			

Note:

1. GST as applicable from time to time shall be extra and payable by CWC
2. GST is not to be included in the above quoted price

Date:

Signature of Tenderer

Name:

Address:

Seal

Note:

1. A retention money amounting to 30% of the total payable amount at each milestone listed at Sr. No. 1 to 4 above will be retained by the Corporation and paid after successful completion of the entire project.
2. The Tenderer shall quote their rates/prices in the prescribed format in the excel form only given in the Price Bid during tender filling on the website.
3. Central Warehousing Corporation reserves the right to consider the rates and award of the contract and also reserves the right to reject the rates quoted by the party without assigning any reason. The decision of Central Warehousing Corporation shall be final and binding on all the bidders.
4. This document must not be filled and uploaded as a part of technical bid. Any such tender containing price bid as a part of technical bid shall be straight away rejected.