

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



**E-TENDER DOCUMENT FOR APPOINTMENT OF REGULAR  
CONTRACTOR FOR SUPPLY OF CASUAL LABOURS AT CENTRAL WAREHOUSES AND  
PEST CONTROL CELLS IN CHENNAI REGION**

Last date , time for Document downloading, payment of Tender fee and processing fee	From 19.08.2019 to 15 00hrs on 17.09.2019
Last date & time of online payments of EMD and submission of tender	Up to 15 00hrs on 18.09.2019
Date and time of online technical bid opening	15 30 Hours on 18.09.2019

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**CENTRAL WAREHOUSING CORPORATION**  
(A GOVT. OF INDIA UNDERTAKING)



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**E-Tender Notice**

Central Warehousing Corporation invites online e-tender under two bids system from professionally competent and financially sound, interested parties for appointment of regular contractor for supply of Casual Labourers at Central Warehouses and Pest Control Cells in Chennai Region as detailed below:

Scope of work	Appointment of regular contractor for supply of Casual Labours at Central Warehouses and Pest Control Cells in Chennai Region	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on website: <a href="http://www.tenderwizard.com/CWC">www.tenderwizard.com/CWC</a> , <a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a> , <a href="http://www.tenderhome.com">www.tenderhome.com</a> and <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>	
Tender type	Open	
Schedule of E-Tender	Last date , time for Document downloading, payment of Tender fee and processing fee	From 19.08.2019 to 15 00hrs on 17.09.2019
	Last date & time of online payments of EMD and submission of tender	Up to 15 00hrs on 18.09.2019
	Date and time of online technical bid opening	15 30 Hours on 18.09.2019

<b>Bid validity period</b>	90 days further extendable by thirty days from the date of opening of Technical bid
<b>Period of contract</b>	Two years, further extendable by three months at the discretion of the Corporation at the same rate, terms and conditions.
<b>Cost of tender</b>	`1,180/- inclusive of all the taxes to be paid through e-payment / NEFT / RTGS to Central Warehousing Corporation, Regional office, Chennai on or before 1500 hrs. of 17.09.2019. Online payment proof to be uploaded with the technical bid.
<b>Processing fee of tender document</b>	`3,131/- inclusive of applicable taxes to M/s KSEDC Ltd. through e- payment through the portal <a href="http://www.tender.wizard.com/CWC">www.tender.wizard.com/CWC</a> on or before 1500 hrs. of 17.09.2019.
<b>EMD</b>	`2,65,380/-(Rupees Two Lakh Sixty-Five Thousand Three Hundred and Eighty only) to be paid through e-payment/NEFT/RTGS to Central Warehousing Corporation, Regional office, Chennai up to 1700 Hrs. of 18.09.2019 as per details given below.  Online payment proof to be uploaded with the technical bid.

**For payment through NEFT/RTGS:**

<b>Name of Bank</b>	PUNJAB NATIONAL BANK
<b>Branch</b>	NANDANAM, CHENNAI
<b>IFSC Code Number</b>	PUNB0438900 (ZERO FOUR THREE EIGHT NINE ZERO ZERO)
<b>Bank Account Number</b>	4389 0021 0000 9585

Estimated annual value of contract	` 1,32,69,000/-
Total Estimated value of contract	` 2,65,38,000/-
Security Deposit Amount	` 6,63,450/-

**ELIGIBILITY CRITERIA**

Bidders are requested to see tender document page no. 10-15 for details of eligibility criteria and documents required therein.

**OTHER DETAILS: -**

- a) *Bidder must upload scanned copies of documents as given in eligibility criteria at clause 3 of tender document 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 liable to be forfeited and he / they himself / themselves would be disqualified for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.*
- b) Bidders who wish to participate in the e-tender will have to procure valid digital certificate of authorised signatory as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.
- c) **DOWNLOADING 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. [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC), [www.cewacor.nic.in](http://www.cewacor.nic.in), [www.tenderhome.com](http://www.tenderhome.com) and [www.eprocure.gov.in](http://www.eprocure.gov.in)
- d) **SUBMISSION OF TENDER:-** Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.  
Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification his technical bid is liable to be rejected. Tenderers are requested to visit clause 8.1 to 8.3.3 of tender document for detailed instructions. The tender related activity can be performed in [www.tenderwizard.com/cwc](http://www.tenderwizard.com/cwc)
- e) Tenderer is required to submit Appendix-VI & Appendix-VII in lieu of tender document along with documents required under eligibility criteria. He shall sign and stamp each page of the Tender Document as a token of acceptance and as part of contract in the event of award of contract to him.

- f) Bidders who wish to participate in online tender have to register with the website through the "new user registration" link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
- g) In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
- h) Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid in Excel format only.
- i) After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.
- j) The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- k) Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.
- l) No definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation. No claim shall lie against the corporation on this count.
- m) The Central Warehousing Corporation reserves the right to accept / reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.
- n) NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and comply all the conditions mentioned therein.
- o) If the day fixed for opening of tender 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.
- p) Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).
- q) The Regional Manager, CWC, RO, Chennai may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenders.
- r) Any clarification regarding online participation, the bidder can contact:-

M/s Karnataka State Electronics Development Corporation Ltd., No .29/1, Race Course Road, Bangalore-560 001. For local assistance, may call following help line numbers at KEONICS, CHENNAI

**Shri Madan, Mob: 9941947400 /**

**Shri Dinesh, Mob: 9894191904**

**REGIONAL MANAGER**

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**INVITATION TO E-TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF CONTRACTOR FOR SUPPLY OF CASUAL LABOURS AT CENTRAL WAREHOUSES & PEST CONTROL CELLS IN CHENNAI REGION**

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

To,

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Dear Sir,

For and on behalf of the Central Warehousing Corporation, Chennai (hereinafter called the Corporation); Regional Manager, Central Warehousing Corporation, Chennai invites e- tender under **Two bid systems** from financially sound parties having requisite experience and business competency for appointment of contractor for supply of **Casual Labours for a period of two years from the date of appointment.**

**Place of Service**

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

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

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

**a) INFORMATION TO E-TENDERERS**

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



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

**Person or persons signing the e- tender shall state in which capacity he is or they are signing the e-tender i.e., 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. Scanned original or an attested copy of the partnership deed should be furnished along with registration of partnership firm while submitting the e-tender.

In the case of Hindu un-divided 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.

**1. ELIGIBILITY CRITERIA**

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should upload documentary evidence as mentioned below for fulfilling the eligibility criteria of the Tender.

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
1.	Declaration of tenderer	Duly filled, <b>compulsory ink signed</b> and scanned copy of <b>Appendix-I</b> .
2.	<p>a) Tenderers should not have been <b>blacklisted or otherwise debarred</b> by CWC or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid.</p> <p>b) Tenderers contract should not have been terminated by CWC during the last 3 years as on the last date of submission of bid.</p> <p>c) The proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company should not have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more. The tenders on acquittal would be eligible.</p>	Undertaking in this regard <b>compulsory ink signed</b> by the authorized signatory as per <b>Appendix-I</b>

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
3.	<p>Tenderer should have minimum experience of 3 years in supplying casual labours of not less than 500 man-days per month in Govt / PSU / Large Private Companies / Corporates.</p> <p>Tenderer should have executed contracts for a value of ` 93 Lakhs in one single contract during preceding five years ending on 31.03.2019.</p> <p>EVC: 35% of the estimated value of the contract.</p> <p>Note: The year for the purpose of experience will be taken as financial year [1st April to 31st March] excluding the financial year in which tender enquiry is floated.</p>	<p>Experience certificate in the pro-forma prescribed at <b>Appendix-II</b> shall be produced from customers under their signature and stamped stating proof of man-days deployed with satisfactory execution and completion of the contract[s] besides duly certifying nature, period of contract, type of manpower and value of work handled.</p> <p><b>Remarks: All certificates issued by parties concerned should contain at least above requisite information for considering experience as per terms of tender.</b></p>
4.	Details of Bank Account	Name of the Bankers, facilities enjoyed and Bank Statement of last 06 months.
5.	The tenderer must have a positive net worth based on the latest financial year for which accounts i.e. Profit and Loss account and balance sheet is submitted in the tender.	The bidder is required to upload <b>Appendix-III</b> duly certified by a practicing chartered Accountant based on latest financial year for which accounts i.e. Profit and Loss account and balance sheet is submitted in the tender.
6.	<p><b>Power of Attorney</b></p> <p>Note: The bid should be uploaded by the authorized signatory as defined in Appendix-VI under his own digital signature.</p>	Power of Attorney in favour of signatory(ies) <b>duly attested by Notary</b> as per <b>Appendix-IV</b> which is for purpose of guidance only and deviation in the wording can be accepted.

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
7.	Bidder should be a	1)For Registered Company/PSU/ statutory body
	(1)Registered Company/LLP in India under Companies Act, 2013 (OR)	i)Copy of Certificate of Incorporation ii)Copy of Memorandum of Association iii)Copy of Articles of Association
	(2)Registered Partnership Firm (OR)	iv) Current list of Directors. V)resolution of the board for participation in the tender.
	(3) Proprietorship (OR)	2)For Partnership Firm
	(4)Public Sector Undertaking/statutory body  (OR)	i)Copy of the partnership deed ii)List of partners iii)Copy of registration of Partnership deed.
	(5) Cooperative society (OR)  (6) Others.	3)For Proprietorship  i)Declaration of Proprietorship/Sole Proprietorship <b>compulsory ink signed</b> as per <b>Appendix-V</b>
(If the tenderer is a partnership firm/LLP, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation)	4) For LLP i)Copy of Limited Liability Partnership Agreement ii)Copy of certificate of registration iii)Current list of Partners	
	5) <u>For Cooperative society</u>  i. Bye-Laws (of Co. operative Society )  ii. Registered Co-Op. Societies should furnish the proof of Registration with Registrar of Co-Op. Societies or Taluk Co-Op. Officer along with a resolution passed by the Society to participate in the tender enquiry.	
	6) <u>For others</u> :Notarized copy of certificate of Incorporation.	

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
8.	<p>Tenderer understanding of tender document and his compliance of tender requirements.</p> <p><b>Note:</b></p> <p>Tenderer shall <b>sign and stamp each page of the Tender Document</b> as token of acceptance.</p>	<p><b>Declaration from the tenderer as per Appendix-VI duly signed.</b></p>
9.	<p>Undertaking regarding submission of Authentic/Genuine documents /information.</p>	<p><b>Compulsory ink signed , Appendix VII</b></p>
10.	<p>The Tenderer should have achieved the minimum average turnover of Rs. 39,80,700/- during the three preceding financial year. The average turnover of preceding three financial years should not be less than 30% of the estimated annual value of the contract.</p>	<p>The tenderer is required to upload the audited Balance Sheet and statement of Profit &amp; Loss A/c for the preceding three financial years ending on 31.03.2018 with the bid.</p> <p>Where the tenderer is not under statutory obligation to get this accounts audited, he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit &amp; Loss after Tax for preceding three financial years.</p> <p>The audited balance sheet and Profit &amp; Loss accounts are must in case of Co-operative Society/Partnership Firms, whose turnover is more than `60 lakhs during the years 2014-2015 and 2015-2016 and more than `100 lakhs during 2016-2017 onwards are required to produce audited balance sheet and Profit &amp; Loss account. The Proprietary/partnership firms having turnover up to `60 lakhs during the years 2013-2014 and 2014-2015 and more than</p>

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
		`100 lakhs during 2015-2016 onwards may submit the Income Tax return and statements of accounts duly certified by Chartered accountant(s) given to the Income Tax Department for the three preceding years along with the Technical Bid for verification of turnover.
11.	PAN Number	Copy of PAN Card
12.	Good & Service Tax number	Copy of valid Good & Service Tax registration certificate.
13.	Tenderer registered under Micro and Small Enterprises. (if applicable)	<p>Micro &amp; Small Enterprises (MSEs) registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies</p> <p>An attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. is to be provided.</p> <p>Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter as amended from time to time. The participating MSEs shall mandatorily furnish an affidavit as per Annexure-VI (copy enclosed) duly signed by a notary for consideration of benefits detailed in MSE notification.</p>

Sl.No.	Eligibility Criteria	Documentary proof to be uploaded
14.	Cost of the Tender	Scanned Copy of Document showing Unique Transaction Reference (UTR) of RTGS/NEFT OR Proof for payment through e-payment/Net banking OR scanned copy of Demand Draft OR certificate of registration for tenderers registered under MSEs.
15	EMD	Scanned Copy of Document showing Unique Transaction Reference (UTR) of RTGS/NEFT OR Proof for payment through e-payment/Net banking OR certificate of registration for tenderers registered under MSEs.
16	Financial Bid	<i>Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Price Bid in Excel format only.</i>

## 1. DISQUALIFICATION CONDITIONS

- a) Tenderers who have been blacklisted or otherwise debarred by CWC or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission will be ineligible during the period of such blacklisting.
- b) Tenderers contract should not have been terminated by CWC during the last 3 years as on last date of submission of bid.
- c) If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years rigorous imprisonment or more, such tenderer will be ineligible. **However, if on acquittal by the appellate court the tenderer will be eligible.**
- d) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm or as Director of a Company etc.) will render the tenderer disqualified.

## 2. OTHER DETAILS:

### a) 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).

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 in any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

- (b) 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 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 fulfill the criteria at Sr. No. III, IV and V above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter. The participating MSEs shall mandatorily furnish an affidavit as per Annexure-VI (copy enclosed) duly signed by a notary for consideration of benefits detailed in MSE notification.

VII. **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.**

- b) Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/ forged/ tampered/ altered/ manipulated during verification, then the EMD of the bidder shall be liable to be forfeited and he/ they himself/ themselves would disqualify for future participation in the tenders of Central Warehousing Corporation work for the next 05 (Five) years.**



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

d) NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and comply all the conditions mentioned therein.

### 3.(A) Volume of Work:

No definite volume of work performed to be guaranteed during the currency of contract. The successful tenderer shall be bought to supply CLs as per the requirement under the terms of contract.

### 4. EARNEST MONEY:

The EMD of ` 2,65,380 (Rupees Two lakh Sixty Five Thousand Three Hundred and Eighty only) have to be deposited on or before 1500 hrs of 18.09.2019 through NEFT/RTGS in CWC bank account as per details given below.

Name of Bank	Punjab National Bank
Branch	Nandanam, Chennai
IFSC code no.	PUNB0438900 (ZERO FOUR THREE EIGHT NINE ZERO ZERO)
Account no.	4389 0021 0000 9585

Non receipt of tender form fee and EMD in CWC, Chennai account on or before the mentioned dates will disqualify the tender and those tenders will be summarily rejected.

The Earnest Money shall be liable to forfeiture, if the tenderer, after submitting his tender, resiles from or modified 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.

**5. SECURITY DEPOSIT:**

I. (a) The successful tenderer shall furnish, security deposit of ` 6,63,450/- (**Rupees Six Lakh Sixty Three Thousand Four Hundred and Fifty only**). Security Deposit will be accepted through on-line . 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 @ 5% from each admitted bill for work done. The EMD of successful tenderer will be taken as part of SD and accordingly the remaining amount have to be paid.

(b) The security amount shall also be deposited through **Demand Draft issued by nationalized / scheduled banks and drawn in favor of the "Central Warehousing Corporation, Chennai payable at Chennai"/ RTGS/ NEFT. No interest is payable on Security Deposit.**

II. 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 Debt Office.

III. 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.

**6. Selection of Lowest Bidder**

- (a) The technical bid shall be opened on the due date and time as specified in tender. The price bid of only such tenderers, whose technical bid is found to be qualified, shall be opened. The time and date of opening of price bid shall be fixed and shall be intimated to qualified parties only.
- (b) The bids of such tenderers who do not pay the cost of tenders and / or do not pay the Earnest Money Deposit shall not be taken cognizance of.
- (c) It should be clearly understood by the Tenderer[s] that no opportunity shall be given to him / them to modify or withdraw his / their offer after the date and time stipulated for submission of tender. In case of any modification or withdrawal of the offer by any bidder after the date and time stipulated for submission of tender, the EMD submitted with tender shall be forfeited.
- (d) The Tender Form shall be filled in by the Tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Tenderer. The decision of CWC to interpret the rates filled in by the tenderer, shall be final and binding on the contractor.

**7. SUBMISSION OF TENDER: -**

Tenderer shall submit their offer in electronic format on the [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC), website on or before the scheduled date and time as mentioned above.

No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be outrightly rejected. If the bidder has not been able to submit tender cost & EMD online, the tenderer shall be summarily rejected.

The instructions to be followed for submitting the tender are set out below:

**I. Information about tenderers:**

The tenderers must furnish full, precise and accurate details in respect of information asked for in Appendix-I & II attached to the form of tender. Same should be scanned and uploaded.

**II. Uploading/Signing of tenders:**

Person or persons uploading/signing the bid shall be authorized to do so as per **Appendix-IV**. The bid should be uploaded by the authorized signatory as defined in **Appendix-IV** under his own digital signature.

**The bidder shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.**

**Tenderer is required to submit Annexure-III of tender document along with other documents required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.**

**The Tenderer can be asked to give clarification to be submitted within a specified period of time and in case of failure of tenderer to give such clarification his technical bid is liable to be rejected.**

**8.1. Preliminary scrutiny of bids**

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

- (i) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed);
- (ii) The bid is not legible;
- (iii) Required EMD and cost of tender has not been received;
- (iv) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- (v) The bidder has not quoted for all the items, as specified in Financial Bid.

- (vi) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.  
Only the bids which are not unresponsive shall be taken up for further evaluation.

### **8.2. Further evaluation of Stage-I of Technical Bid**

- (a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- (b) The Corporation, if necessary may ask the tenderer for any specific information/clarification relating to qualifying document/condition. The required clarification must be uploaded within specified time subject to maximum of 15 days on the same portal as per the procedure prescribed below.
- (c) Corporation well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- (d) The request for clarification by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.
- (e) If the tenderer fails to respond, within the stipulated time period or the clarification(s)/document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- (f) All the responses to the clarifications will be part of the Proposal of the respective tenderer and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will also be the part of the evaluation process for technical qualification.

### **8.3. Procedure to be followed for obtaining specific clarification:**

- (a) An Icon for clarification shall appear on "Bid details" page (in front of each of the bidder's name) at Corporation's end after opening of Technical / Financial Bid.
- (b) Corporation shall click on clarification icon for the desired bidder and enter the details of clarifications sought within the prescribed time.
- (c) After entering the details of clarification sought by the Corporation, same icon is to be clicked at bidder's end for replying to the particular clarification sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification sought by the Corporation.

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

**9. Opening of Tenders:**

The on line tenders [technical bid] shall be opened on the date and time specified. If the date for opening of tenders happens to be a holiday, the tenders will be opened on the next working day following the holiday.

**10. Corrupt Practices:**

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

**11. Interviews and acceptance of tender:**

The tenderers should be prepared to proceed to the Regional Office of CWC or the Corporate Office of CWC at New Delhi, at their own expense and without any obligation, if called upon to do so, by the Regional Manager, CWC (or an Officer authorized to act on his behalf). The Regional Manager, CWC, Regional Office for and on behalf of the CWC, reserves the right to reject any or all tenders without assigning any reason and does not bind himself to accept the lowest or any tender. He also reserves the right to accept the tender for any or all the offers. The successful tenderer shall be advised of the acceptance of his tender by a letter /telegram/ fax/ email. Where acceptance is communicated by telegram/ fax/e-mail the same shall have to be acted upon immediately, without waiting for the post copy in confirmation.

**12. Execution of Agreement:**

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

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

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

DATE:

Yours faithfully,

FOR AND ON BEHALF OF THE REGIONAL MANAGER,  
CWC, REGIONAL OFFICE, CHENNAI

**CHECK LIST OF DOCUMENTS**

**E- Tender Notice invited online for Supply of Casual Labourers at Central Warehouses and Pest Control Cells in Chennai Region.**

Page No.	Description of Documents
10-15	Documents Sl.No. 1 to 3, & 5 to 9 as per Appendix I to VII and documents as per Sl.no.4 & 10 are to be uploaded during online e- Tendering system in readable condition, to be Scanned & uploaded in PDF format only.
23-36	Terms and Conditions (Annexure-I) Liability for Casual Labourer engaged by the Contractors Services to be performed by the Contractor & Duties and Responsibilities of the Contractors
37-38	Technical Bid (Annexure-II)
39	Schedule of Payment
40	Annexure-III- Undertaking by the contractor
42	Annexure - V - Details of Tenderer
43	Annexure - VI - MSME Affidavit

I have accepted all the terms and conditions of the tender. I have also uploaded Documents on e-Tendering site as per Page Nos.10-15 (Sl. No. 01 to 16) & Page Nos.37-43 (Annexure-II, III, V, VI and page no. 39) which are duly signed and scanned in PDF format.

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

Signature of Tenderer  
With seal

**ANNEXURE-I**

**TERMS AND CONDITIONS GOVERNING CONTRACT FOR SUPPLY OF CASUAL LABOUR FOR WORK AT PEST CONTROL CELLS & CENTRAL WAREHOUSES IN TAMILNADU & PUDUCHERRY.**

**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 term "**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 term "**Contract rates**" shall mean the rates of payment accepted by the Regional Manager, CWC, RO, Chennai 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 premises and/or operational activities under the contract fall.

vii) The term "**Chennai Region**" shall mean the Central Warehouses & Pest Control Cells located at Tamil Nadu & Puducherry.

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

**II. OBJECTIVE OF THE CONTRACT:**

The contractors shall render all or any of the services given in Clause XXI and schedule of operations as and when necessary and as directed from time to time by the Regional Manager or

an officer acting on his behalf together with such additional, auxiliary and incidental duties, services and operations as may be indicated by the authorized person or an officer acting on his behalf and are not inconsistent with these terms and conditions.

### **III. 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, Chennai 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 CASUAL LABOUR ENGAGED BY THE CONTRACTORS:**

a) All the Casual Labour employed by the contractors shall be engaged by them as their own employees/workmen in all respects implied or expressed. The contractor shall arrange Photo Identity Cards and uniform 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, 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, ESIC Act, 1948, 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, Chennai on behalf of the Corporation in the capacity of Principal employer will also have every right to ensure that the wages shall be disbursed to the workmen/employees of the contractor in the presence of his representative.

d) The Corporation shall be fully indemnified by the contractor against all the payments, claims and liabilities whatsoever, incidental or directly arising out of or for compliance with or

enforcement of the provisions of the above said Acts or similar other enactment of the country as they are at present or as they would stand modified from time to time, to the extent they are applicable to the establishment/work in the Corporation.

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

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

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.

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Rules, 1971 the Corporation is liable to pay any amount of wages to a workman employed by the contractor in execution of a contract, or to incur any expenditure in providing Welfare and or health amenities required to be provided under the above said Act and Rules or under Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Warehousing Corporation contractors, the Corporation will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of the Corporation under sub-section (4) of Section 21 and sub-section (2) of Section 20 of the Contract Labour (Regulation and Abolition) Act. The Corporation shall also be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the contractor, whether under this agreement or otherwise.

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

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

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

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

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

- o) If any accident takes place at the place of work, contractor shall be fully responsible for which he should get workmen compensation policy/Insurance.
- p) The contractor shall submit monthly bill in the manner as stated in clause XVII upto 7th of every month along with the following information/documents:
- i) The number of labourers employed by him (List by name)
  - ii) The wages paid to the labourers as per the Minimum Wage Act along with photocopy of challan showing deposit of EPF & ESI contribution along with contractor's contribution deposited during previous months.
  - iii) The accidents that occurred during the said month showing the causes or circumstances under which they occurred and the extent of damage and injury suffered by them.

#### **PAYMENT OF WAGES TO WORKERS:**

The contractor shall pay, not less than prevailing wages, as fixed by Central Government 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 Government 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. Cashless payments should be made for all their employees / workers. The contractor would **disburse the wages to the labourers by 7<sup>th</sup> of succeeding month** and delay in receipt of payment from CWC due to late submission of bill would not be cited as a reason to delay disbursement of wages to labourers.

**In line with the Government policy, the contractor shall be under obligation to make cashless payment of wages to workers i.e. by Account payee cheque, RTGS, NEFT, Internet banking cards, AADHAR enabled system, Unified payment interface (UPI), Mobile banking etc. He shall keep record of payment and on Wage book / Register, the worker's signature as proof of payment of wages shall be obtained.**

#### **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 **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 on mutually agreed terms & conditions for another period of Three Months. The Regional Manager, CWC, RO, Chennai 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, Chennai 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, 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) i) The successful tenderer shall furnish, security deposit of **Rs.6,63,450/- (Rupees Six Lakhs Sixty Three Thousand Four Hundred and Fifty only)**. Security Deposit will be accepted through Demand Draft /RTGS /NEFT 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 @ 5% from each admitted bill for work done.

ii) The security amount shall be deposited through **e-payment/NEFT/RTGS to Central Warehousing Corporation, Regional Office as per the details given at page no.3. 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, HUF 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 Certificate' 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.

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, Chennai or any officer acting on his behalf, the Regional Manager, CWC, RO, Chennai shall without prejudice to other rights and remedies under this agreement have the right to recover by way of compensation from the contractors **a sum of Rupees One Thousand or such higher sum per day per Casual Labour per default besides** any other consequential damage as the Regional Manager, CWC, RO, Chennai in his absolute discretion may determine and the decision of the Regional Manager on the question whether the contractors have committed such default or have failed to perform any of such services efficiently and are liable to pay compensation and as to the quantum of such compensation shall be final and binding on the contractors.

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

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, Chennai shall be final and binding on the contractor in this regard.

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

### **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



Tech/RO-CNI/Casual Labourer Contract/2019-2020 Dated: 19.08.2019  
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 – Book Examination:**

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 CWC, RO, Chennai or any officer acting on his behalf. The contractors shall be responsible to produce the same at such time and place as may be directed by the Regional Manager, CWC, RO, Chennai.

**XV. VOLUME OF WORK:**

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

b) "Supply of minimum number of man-days cannot be guaranteed during the currency of the contract. The number of man-days required is likely to fluctuate (increase or decrease) and the tenderers should note that no claim shall be entertained for compensation arising directly or indirectly out of such fluctuations in the engagement of man-days to be supplied during the currency of the contract".

**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, Chennai whose decision shall be final and binding on the contractors.

**XVII. PAYMENT:**

a) Payment will be made by RM, CWC, RO, Chennai on submission of bills in triplicate duly supported by receipts or work certificate issued by the authorized person/ PCC In-charge/Warehouse Manager along with other documents prescribed by Regional Office, Chennai 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 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, 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) GST or any other tax in lieu thereof levied by the Central Govt. 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 tenderer subject to the contractor submitting his bills/invoice.
- e) TDS under GST Act will be deducted as per the rate applicable from time to time.

**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 Central Govt./State 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, CWC, RO, Chennai shall be final

& binding. Strikes by contractor's Casual Labourers on account of any dispute between the contractor and their Casual Labourers 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 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 CASUAL LABOUR:**

The contractor shall provide such number of unskilled Casual Labours whenever asked to do so by the Regional Manager, CWC, RO, Chennai or any officer acting on his behalf at Pest Control Cells, Central Warehouses in Tamilnadu & Puducherry. Estimated requirement of man-days is 2000 approx. per month as at present, which however may increase or decrease as per requirement (Please refer Schedule-A).

**c) PAYMENT OF WAGES:**

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

In line with the Government policy, the contractor shall be under obligation to make cashless payment of wages to workers i.e. by Account payee cheque, RTGS, NEFT, Internet banking cards, AADHAR enabled system, Unified payment interface (UPI), Mobile banking etc. He shall keep record of payment and on Wage book / Register, the worker's signature as proof of payment of wages shall be obtained.

**XXII. DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS:**

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

2. The contractor shall furnish to the Regional Manager the name and telephone/mobile number of one or more representatives authorized by them to act on his behalf in day-to-day working of the contract. It shall be the duty of those representatives of the contractor to call at the office/PCC In-charge/Warehouse Manager every day and generally to remain in touch with them to obtain information about the day-to-day requirements/programme.

3. The contractor is liable to disburse the Minimum wages to the personnel engaged for CWC on the following month by 5<sup>th</sup> but not later than 7<sup>th</sup> failing which Rs. 100/- per worker per day will be deducted from the bill(s). If wages to the workers not paid by 10<sup>th</sup> of the following month, the contract is liable to be terminated and Security Deposit will be forfeited.

**ANNEXURE-II**

**TECHNICAL BID**

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

1. Name of Tenderer :
2. Address :
  
3. Labour License No & Name of Issuing Authority \*
4. Regd. No. Under Shop & Estt. Act\* :
5. Employees PF Registration No\* :
6. ESI Registration No (for Manpower Supply) \* :
7. GST Registration No (for Manpower Supply) \*
8. Type of Establishment (Proprietary/ Partnership Firm/Private Ltd Company/ Public Ltd Company/ HUF) \* :
9. Whether Govt./Semi Govt./Private :
10. Annual Turnover for last 03 Years \* :
- (Relevant Documents to be Uploaded as per Page 13,14 Document Sl. No. 10)
11. Contracts executed till date (Enclose Experience Certificate in Support)
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
  - e. \_\_\_\_\_
  - f. \_\_\_\_\_
12. Present Assignments in hand (Enclose Award Letters)
  - a) \_\_\_\_\_
  - b) \_\_\_\_\_
  - c) \_\_\_\_\_
  - d) \_\_\_\_\_

**\*N.B: Notarized photocopies in support of sl.no.3,4,5,6,7,8,10,11 & 12 must be Uploaded.**

**Signature of Tenderer**

I/We have carefully read and understood the instructions to tenderers terms and conditions of the supply of Casual Labour and liability of contractor mentioned at Annexure-I. I agree to abide by them. I have paid EMD amounting to `2,65,380/- (Rupees Two Lakh sixty five thousand three hundred and eighty only) through online (NEFT/RTGS) in CWC account. I agree that the Earnest Money shall be liable to forfeiture if after submitting my tender, I resile from or modify my offer and/ or the terms and conditions thereof in any manner. It is being understood that these documents have been made available to me and I am permitted to tender in consideration of my agreement to this stipulation. I also agree that this earnest money is liable to be forfeited in the event of my failure after acceptance of this tender to furnish the requisite security deposit by the due date, which is without prejudice to any right or remedies of the Corporation under the contract and law. I know that no interest would be payable on the Earnest Money/Security.

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

Yours faithfully

**(Signature of Tenderer with seal)**

**Name:**

**Capacity to sign the tender :**

**Full Postal Address :**

### **SCHEDULE OF PAYMENT**

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

1. The Contractor shall pay not less than the minimum wages to the Casual Labour engaged by him as notified by the Central Govt./State Govt. whichever is higher from time to time.
2. The Contractor shall be liable for making the contribution, in accordance with the provision of EPF Act, 1952 and the Scheme framed there under in respect of the personnel employed by him.
3. The contractor will be responsible for covering his worker under the ESI Act, 1948 and payment as per the Act shall be made by the contractor.
4. The Contractor will be responsible for payment of bonus to his workers as per relevant Act.
5. The Contractor shall allow or cause to be allowed to the workers directly or indirectly employed one-day rest in a week.
6. The Contractor will be responsible for other fringe benefits/allowance also to his workers which have been stated in the tender documents and which are applicable from time to time covered under relevant Labour Act, Rules & Regulations. The contractor will be personally responsible for compliance of all relevant Act, Rules & Regulations as applicable from time to time. Further, he has to ensure all requirements/formalities/submission of returns required under Contract Labour (R&A) Act, 1970, EPF Act, 1952, ESI Act, 1948, Minimum Wage Act, 1948, etc. and furnish a declaration to this effect along with bills every month.
7. In case of non-compliance, the contract will be terminated without assigning any reason by giving 30 days notice in writing.

**Signature of the Tenderer**

**ANNEXURE-III**

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

Dear Sir,

I/We, submit the Price Bid for appointment of contract for supply of Casual Labours at Pest Control Cells and Central Warehouses and in Tamilnadu & Puducherry.

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

I/We hereby offer to work at the rates given Sl. No.1 of the Price Bid which is for items/services mentioned in Annexure-I, Clause-XXI, Sl. No. 01 (Page - 35).

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

As required no documents are being enclosed with Price Bid. The EMD is paid online (RTGS/NEFT) to CWC account. The tenderer who has not paid the earnest money as stated under Para No.3 at Page No.3 shall be summarily rejected except exempted cases.

In the event of my tender being accepted,

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

I/We do hereby declare that the entries made in the tender appendix/schedules annexure attached with the technical bid are true and also that I/We shall be bound by the Act of my duty/our duly constitute Attorney Shri \_\_\_\_\_ whose signatures are appended hereto in the space as specified for purpose and of any others person who in future may be appointed by me/us in his stead to carry on the business of the concern whether any intimation of such change is given to the Regional Manager, CWC, RO, Chennai or not.

**Signature of Tenderer with Seal**

Name:

Capacity to sign the Tender:

Full postal Address:



**PRICE BID - SCHEDULE OF RATES**

Name of the Firm: \_\_\_\_\_

Sl. No.	Description of Services	Percentage of minimum wages as service charge
1.	Service charges for supply of unskilled Casual Labourer	_____ % (Percentage in words _____ )
1.1	The rates quoted are <b>EXCLUSIVE</b> of GST or any other tax and the same will be payable by the Corporation over & above the quoted rates.	
1.2	The rate quoted should be <b>INCLUSIVE</b> of all Statutory payments / obligation e.g. EPF, ESI etc. as applicable from time to time as per prevailing laws.	

**NOTE:**

1. Prevailing minimum wages means, minimum wages fixed for un-skilled casual labour from time to time during the currency of contract by the appropriate authority (either Central Govt. or State Govt. as per applicability) whichever is higher.
2. Goods & Service Tax amount be claimed separately in the bill and GST Registration No. be mentioned thereon.
3. The rates quoted as service charge shall be inclusive of all taxes, levies, statutory payments, etc. except GST as applicable from time to time. In the event of the service charges as quoted by the tenderer in the tender is found to be unworkable so as to cover all 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**

**ANNEXURE - V**

**Details of Tenderer**

**(compulsory ink signed)**

- [1] Name of the Firm/company/ Cooperative Society/ Others,  
.....
- [2] Operation Address  
.....
- [3] Registered office address  
.....
- [4] Address of the tenderer and, .....
- [5] Telephone no., .....
- [6] Fax no./.....
- [7] E Mail address :.....
- [8] Website.....
- [9] Goods & Service Tax Registration No.....
- [10] Sale Tax Registration No. .. ..
- [11] Pan No. ....
- [12] **DETAILS OF SISTER CONCERNS**
- [a] Name & Address
  - [b] Activities engaged in by Sister Concern
  - [c] Names, address & Telephone Nos. of Proprietors/ Directors/ Partners of Sister Concern.
- [13] TENDERER'S BANKS DETAIL: -
- a. Bank Account No
  - b. Nature of Account (SB or current)
  - c. Name of Bank & Branch
  - d. MICR Code No.
  - e. RTGS code Bank (IFSC Code)

Place :

Dated :

(Capacity in which signing)

**AFFIDAVIT**

To be submitted on a stamp paper (of Rs.10/- minimum) duly attested by Notary Public (duly affixed with Notarial revenue stamp; and with Notary Seal; and Notary Registration number etc.).

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

Do hereby solemnly affirm and declare as under :-

1. The company is a Micro/Small Enterprise as per the Govt. of India definition; and has been functional at the time of bar code registration.
2. The company continues to be a Micro/Small Enterprise and functional as on date.
3. As per book of accounts, the total investment (original purchase value) in Plant and Machinery in the company as on the date of submission of bids is Rs. \_\_\_\_\_ which is within the limit prescribed in MSME Act.
4. i) Udyog Aadhar Memorandum (UAM) number of our company is \_\_\_\_\_  
ii) We hereby confirm that we have declared the UAM number on Central Public Procurement Portal (CPPP).  
iii) We are aware that non-declaration of UAM number of CPPP will make us ineligible to enjoy the benefits as per Public Procurement Policy for MSEs order, 2012.

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

DEPONENT

**VERIFICATION :**

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

Place :

DEPONENT

**APPENDIX-I**  
**(compulsory ink signed)**

**DECLARATION BY TENDERER**

1. Whether your firm or any of its partner/company had been blacklisted by CWC or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid ?	Yes/No
2. Whether your or any of the partner of the partnership firm's contract was terminated before expiry in last three years of Contract period or <b>EMD</b> forfeited by CWC during the last three years as on the last date of submission of bid?	Yes/No
3. Whether proprietor/partner/Director (as applicable) has been convicted by any judicial court for an offence sentenced to three years rigorous imprisonment or more and has not been acquitted?	Yes/No

Note: Strike off whichever is not applicable otherwise tenderer shall be ineligible.

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company mentioned at Sl. Nos. is/are common/ not common (Strike off whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/ Director in other firm who has also applied for pre-qualification against same advertisement, please mention the name of the Firm/ Firms.
5. Declaration about relationship with Employee of CWC:

I/We hereby solemnly declare that the Proprietor/one or more Partners/Directors of this firm/ company has relationship/has no relationship (Strike off whichever is not applicable) with the employee of CWC (name and designation, place of posting of employee to be mentioned).

**(Signature & Seal)**  
(Authorized Signatory)

**DISQUALIFICATION CONDITIONS:**

- a) Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid will be ineligible.
- b) Any tenderer whose contract with the CWC has been terminated before the expiry of contract period at any point of time during last three years from the last date of the submission of the bid will be ineligible.
- c) If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible. However, on acquittal by the appellate court the tenderer will be eligible.
- d) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.

(Signature & Seal)

(Authorized Signatory)

**APPENDIX - II**

**Proforma for information of work experience certificate to be furnished  
by the tenderer from each concerned parties.**

Sl. No.	Name of Client/customer served	Nature of the work/contract executed	Contract start date	Contract closing date	Man-days supplied in nos.	Value of work awarded	Type of contract manpower supplied	Remarks

**Remarks: - All certificates issued by concerned parties should contain at least above requisite information for considering experience as per terms of tender.**

**(Signature of the Issuing Authority)**

**Duly Stamped**

**Appendix -III**

**Format of Net Worth**

- A. The Net Worth of Mr./Ms./M/s \_\_\_\_\_  
for last Financial Year \_\_\_\_\_ is Rs. \_\_\_\_\_ lakhs as per his/her/their  
books of Accounts.

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

Signature of Chartered Accountant

Name:

Membership No.:

Seal:

**FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY  
POWER OF ATTORNEY**

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

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

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

(In the case of Consortium/ Joint Venture)

Our firm is a Member/Lead Member of the Consortium of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20

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

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

Seal of the Proprietorship firm / Partnership firm/ Company



Witness 1 :

Name :

Address :

Occupation :

Witness 2:

Name :

Address :

Occupation :

**Notes:**

- In case the Firm/ Company is a Member of a Consortium/ JV, the authorized signatory has to be the one employed by the Lead Member.
- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- **Power of Attorney is to be attested by Notary.**

**APPENDIX-V**

**UNDERTAKING**  
**(For Sole Proprietary Firm)**  
(Compulsory ink signed)

I,.....R/o.....

..... do hereby solemnly affirm and declare as under: -

1. That I am Sole Proprietor of ..... (Sole Proprietor Firm Name)

2. That the office of the firm is situated at .....

Place:

Date:

**(Authorized Signatory)**

**APPENDIX -VI**

**COMPLIANCE TO BID REQUIREMENT**

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

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

The Technical bid and price bid as required under clause 11 has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

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

**Stamp and signature of the bidder:** \_\_\_\_\_

**Name of the bidder** : \_\_\_\_\_

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

**Appendix-VII**

**UNDERTAKING**  
**(Compulsory ink signed)**

I ....., S/o D/o \_\_\_\_\_, resident of \_\_\_\_\_ EMPLOYED  
AS \_\_\_\_\_ WITH \_\_\_\_\_ HAVING OFFICE AT  
..... PIN..... I, do hereby solemnly affirm, state and undertakes as under:

- 
- 1. That I am the authorized representative and signatory of M/s.....
- 2. That the document (s) submitted, in Appendix-VII has / have been submitted under my knowledge.
- 3. That the document(s) submitted, as mentioned above, by M/s .....in Appendix- VII ..... are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) is false, forged or fabricated.
- 4. That no part of this undertaking is false and that this undertaking and the above declaration in respect of genuineness of the documents has been made having full knowledge of (i) the provisions of the Indian Penal Code in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of Tender conditions which entitle the CWC to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.
- 5. I undertake accordingly.

Date:

**Authorized signatory**

**APPENDIX - VIII**

(Reference Clause VII (d) of the terms and conditions governing the contract.)

**[I] WAGE BOOK AND WAGE SLIPS ETC:**

- [i] The contractor shall maintain a Wage Book of each worker in such form as may be convenient, at the place of work, but the same shall include the following particulars: -
- [a] Name of the Worker;
  - [b] Rate of Daily or Monthly wages.
  - [c] Nature of work on which employed.
  - [d] Total number of days worked during each wage period.
  - [e] Dates and periods for which worked overtime.
  - [f] Gross wages payable for the work during each wage period.
  - [g] All deductions made from the wages with an indication in each case, of the ground for which the deduction is made.
  - [h] Wages actually paid, for each wage period.
- [i] Signature or thumb impression of the worker.
- [ii] The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- [iii] The Contractor shall issue an Employment Card in the prescribed Form at Appendix iii (a) to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer, the contractor shall merely

endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be so endorsed by the contractor and returned to the worker.

**[II] REGISTER OF UNPAID WAGES:**

The contractor shall maintain a Register of unpaid wages in such form, as may be convenient, at the place of work but the same shall include the following particulars: -

- [a] Full particulars of the worker whose wages have not been paid.
- [b] Reference number of the Muster Roll with wage Register.
- [c] Rate of wages.
- [d] Wage period.
- [e] Total amount not paid.
- [f] Reasons for not making payment
- [g] How the amount of unpaid wages was utilized.
- [h] Acquaintance with dates.

**[III] FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:**

The wages of a worker shall be paid to him without any deductions of any kind except the following: -

- [a] Fines
- [b] Deductions for absence from duty i.e. from the place or the places where by the terms of his/ her employment, he/she is required to work. The amount of deduction shall be in proportion to the period for which he/she was absent.
- [c] Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he/she is required to account, where such damage or loss is directly attributable to his/her neglect or default.
- [d] Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- [e] Any other deduction which the Central Govt. may from time to time allow.

**REGISTER OF FINES ETC.:**

- [i) The contractor shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss in form No.1 and 2 as per Appendix -III(b) and III(c) respectively which should be kept at the place work.

[ii) The contractor shall maintain both in English and the local Language, a list approved by the Chief Regional Labour Commissioner (Central) clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

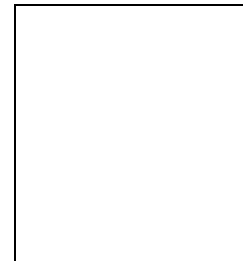
[V] **PRESERVATION OF REGISTERS:**

The wage book, wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them shall be made available for inspection by the Labour Enforcement Officer or any other Officer authorized by the Ministry of Labour in this behalf.

Date \_\_\_\_\_

**APPENDIX-IX**

**TEMPORARY CONTRACT LABOUR'S EMPLOYMENT CARD**



[1] Name of the Labour/Worker \_\_\_\_\_

[2] Father's /Husband's Name \_\_\_\_\_

[3] Date of Birth \_\_\_\_\_

[4][i] Address (Local) \_\_\_\_\_

[ii] Permanent \_\_\_\_\_

[5] Name & Address of CWC Contractor \_\_\_\_\_

[6] Validity\*  
(\* Period of the Contract) From \_\_\_\_\_ to \_\_\_\_\_

**Signature of the Contractor/Authorized Representative**

Date \_\_\_\_\_



## FORM - I

## APPENDIX - X

## REGISTER OF FINES

SL. NO.	NAME	Father's/ Husband's name	Sex	Department	Nature & date of the offence for which fine imposed	Whether workmen showed caused against fine or not, if so, enter date	Rate of Wages	Date and amount of fine imposed	Date on which fine realized	Remarks

## FORM - II

## APPENDIX - XI

REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY  
THE NEGLECT OR DEFAULT OF THE CONTRACT LABOURERS.

SL. NO.	NAME	Father's/ Husband's name	Sex	Department	Damage of loss caused with date	Whether worker showed caused against deduction, if so, enter date	Date and amount of deduction imposed	Number of installment, if any	Date on which total amount realized	Remarks

**Appendix-XII**

**AGREEMENT**

The Central Warehousing Corporation having agreed to grant the contract for **SUPPLY OF CASUAL LABOURS AT CENTRAL WAREHOUSES AND PEST CONTROL CELLS IN CHENNAI REGION** in response to the submission of sealed tender by me/us on \_\_\_\_\_ to the Regional Manager, Central Warehousing Corporation, ..... I / We, \_\_\_\_\_ (here enter full name and address of contractor) am/are executing this agreement on \_\_\_\_\_ and hereby confirm that I/we have thoroughly examined and understood the terms and conditions of Notice Inviting Tender and the Invitation to Tender and Instructions to Tenderers bearing No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Regional Manager, Central Warehousing Corporation, Regional Office, ..... for appointment of contractors for **SUPPLY OF CASUAL LABOURS AT CENTRAL WAREHOUSES AND PEST CONTROL CELLS IN CHENNAI REGION** to Central Warehousing Corporation in respect of Warehouses / Pest Control Cells mentioned in the Tender conditions and also those of general conditions of contract and its appendices and agree to abide by them. I/we am/are willingly undertaking the said work consequent on the approval of the tender given by me/us to the Regional Manager, Central Warehousing Corporation, Regional Office, Chennai at the % rate mentioned in Price Bid (enclosed) which forms part of this agreement and as per terms and conditions of the tender.

I/We, assure the said Corporation that I/we will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. This agreement will remain in force for a period of Two years, with effect from \_\_\_\_\_ or the date up to which the contract is extended.

The Regional Manager, Central Warehousing Corporation, Regional Office, .....reserves the right to extend the period of contract for further period up to three months on the same rates, terms and conditions.

WITNESS

1.

2.

WITNESS

1.

2.

(.....) Contractor

**REGIONAL MANAGER, CWC, RO, CHENNAI**

**SCHEDULE - A**

Sl. No.	Name of the District	Place where service required	Warehouse / PCC (For reporting and supervision)	Approx. No of man-days per month
1.	Chennai	Chennai & mofussil areas (Southern Railway, Basin Bridge) Southern Railway, Egmore/ Central and other needy places	PCC, Kalmandapam	500
		Royapuram	CW, Royapuram	80
		PCC, Kalmandapam	PCC, Kalmandapam	150
2.	Kancheepuram	Mepz -AAI and other needy places	Regional Office	900
3.	Thiruvallur	Ambattur	CW, Ambattur	80
4.	Tiruppur	Udumalpet	CW, Udumalpet	45
5.	Puducherry	Puducherry	CW, Puducherry	55
6.	Chennai	Virugambakkam	CFS, Virugambakkam	120

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

\* The contractor/agency will be required to provide labourers at locations other than what specified above as and when required and notified by Regional Office or Officer in-charge at the locations notified in Chennai Region. The Contractor shall comply with such requirement at short notices and in any case within a week time from date/time of advice to that effect.

**Signature of Tenderer with seal**