



केन्द्रीय भण्डारण निगम

(भारत सरकार का उपक्रम)

Regional Office: Vibhuti Khand, Gomti Nagar, Lucknow-226010

Ph. No.(0522) 2720566,2720827, 2720761 Fax. 2720686

Website: cewacor.nic.in :: e.mail: rmlko@cewacor.nic.in



NOTICE INVITING TENDER

Central Warehousing Corporation invites sealed Tender under Two bid system from professionally competent and financially sound interested parties for appointment of contractor for Supply of Tally Clerk/ Data Entry Operators, QCA/Semi Skilled labours/ Unskilled labours for Pest Control Services (PCS) work at Central Warehousing Corporation, Regional Office, Lucknow & its various warehouses located in state of Uttar Pradesh & Uttarakhand.

Scope of work	Supply of Tally Clerks / Data Entry Operators and QCA/Semi Skilled labours/ Unskilled labours for PCS work at Regional office, Lucknow & its Warehouses located in the state of Uttar Pradesh & Uttarakhand.	
Tender Notice	Tender documents will be available on website:www.cewacor.nic.in .	
Bid type	Two Bid	
Tender type	Limited	
Schedule of Tender	Document downloading date and time.	12.09.2018(10:00Hrs.) upto 11.10.18 (14:59Hrs)
	Last Date of Physical submission of Tender, Tender Cost and EMD.	11.10.2018 (15:00Hrs.)
	Date and time of bid opening	11.10.2018(15:30 Hrs.)
Bid Clarification Date	For Tender related queries Please visit at Regional Office Vibhuti Khand Gomti Nagar Lucknow	19.09.2018(11:00 Hrs. To 16:00 Hrs.)
Bid validity period	90 days further extendable by a 30 days from the last date of submission of tender.	
Period of contract	One Year, extendable by six months at the sole discretion of the Corporation	
Cost of Tender	1000/-+GST @ 18% by way of DD in favour of Regional Manager, Central Warehousing Corporation, payable at Lucknow and same shall be submitted to this office physically or by Post up to 15:00 Hrs. of 11.10.2018 along with Tender.	
EMD	Rs 66,150/- (Rupees Sixty Six thousand one hundred fifty only) to be paid through e-payment/NEFT/RTGS / DD / Banker's Cheque / Pay order to CWC, Regional office, Lucknow upto (15:00 Hrs.). of 11.10.2018 as per details given below : - DD / Pay order / Banker's cheque in favour of Central Warehousing Corporation, payable at Lucknow and for payment through NEFT/RTGS: Name of the Bank: STATE BANK OF INDIA; Account Name: REGIONAL MANAGER, CWC	

	Account No: 10070354408 ; IFSC Code: SBIN0009916 In case of online payment proof to be uploaded with the technical bid.
Estimated Annual value of contract	66,15,000/- (Rupees Sixty Six Lakh Fifteen thousand Only)
Security Deposit	3,30,750/- (Rs. Three Lakh Thirty thousand Seven hundred fifty only)

DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID:

1. Cost of Tender
2. Prescribed EMD
3. Documents about the Constitution of Firm
i.e Self Declaration in case of Proprietorship firm. Partnership Deed with Registration Certificate in case of Partnership firm . For Registered Company certificate of incorporation, MOA, AOA, list of Directors . In case of HUF, documents related to constitution of HUF and others certificate/ documents of incorporation.
4. PAN No.
5. GST No.
6. Power of Attorney in case of partnership firm/Board's Resolution in case of Company/ letter of authorization by all members in case of HUF etc.
7. Experience Certificate (if any)
8. One Passport size photo.

NOTE AND OTHER DETAILS :-

1. Bidder must submit copies of above referred documents in support of their eligibility of bid. In the event of Any document found fabricated/ forged/ tempered/ altered/ manipulated during verification, then the EMD of the bidder shall be forfeited and he/they would disqualify for future participation in the tenders of Central Warehousing Corporation work for the next 05 (Five) years.
2. DOWN LOADING OF TENDER DOCUMENT :- The Tender document for this work is available on CWC's website:- www.cewacor.nic.in and Tenderer can download free of cost from the above mentioned website.
3. SUBMISSION OF TENDER:-Tenderer shall submit his offer in Physical form at CWC Regional Office, Lucknow on or before the scheduled date and time as mentioned above. Bidder will have to submit tender cost and EMD by courier or personally in the form of Demand Draft/Banker's Cheque issued by any Nationalized or Scheduled Bank drawn in favour of Regional Manager, Central Warehousing Corporation payable at Lucknow as per the above mentioned scheduled date and time.
4. Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluka Co-op. Officer along with a resolution passed by the Society to participate in the Tender enquiry.

5. Micro & Small Enterprises (MSEs) registered with the prescribed agencies for relevant category only are exempted from payment of EMD and cost of tender form and should enclose the proof of their being registered with concerned agencies. An attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. is to be provided. 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. (Details in Appendix I)
6. The Central Warehousing Corporation reserves the right to accept/reject the Tender without assigning any reason; the decision of the Corporation shall be final and binding on Tenderer.
 - a. Any clarification regarding participation, they can contact :-

Smt RASHMI AGRAWAL, SAM (Estt.) , CWC, Regional Office, Lucknow,
Ph No: 0522 2720761, Email id : rmlko@cewacor.nic.in
7. The Regional Manager, Central Warehousing Corporation, Regional Office, Lucknow may at his discretion, extend the validity of the tender to remain open for acceptance by a fortnight and such extension shall be binding on the Tenderer.
8. In case the date up to which Tender is open for acceptance to be a holiday the Tender shall be deemed to remain open for acceptance till the next working day.
9. If any Tender is withdrawn or modified or any change made during the period of validity of the Tender before its acceptance the EMD of such tenderer shall stand forfeited and the Quotation summarily be rejected.
10. The Tenderer. while signing the Quotation would be deemed to have read and understood all the conditions of the tender which will be binding on him and he has to sign on each paper of the Tender form.
11. The Tenderer is required to submit Experience Certificate stating clearly number of year in this trade, number of people deployed for providing such services in Govt. and/or private establishments.
12. Though experience is not essential but the Tenderer having experience would be preferred.
13. Any other relevant paper regarding experience of similar works etc.
14. **The Tenderer is required to quote the rates of service charges in Price Bid placed at Annexure-B in figure as well as in words in separate envelope. The Service charge would include EPF, ESI , Bonus & Service Charges on minimum wages fixed by Central Govt time to time. In the event of any difference between the words and figure, words will prevail upon and shall be valid.**

15. Price Bid must be sealed in separate envelope. Price Bid enclosed with Technical Bid would be rejected and therefore not to be considered for the purpose of evaluation.

GENERAL TERMS & CONDITIONS :

1.1 The successful Tenderer hereinafter called the contractor shall be required to execute an agreement on non-judicial stamp paper of appropriate value in approved form.

1.2 The Tenderer is requested to inspect the work site before quoting his bid and assess the nature and extent of work and conditions under which it will be carried out.

1.3 The Tenderer shall at his own cost comply with the provisions of all Acts, Regulations and Notifications whether Central or State local as applicable to him/his employees from time to time. These Acts/rules include

- i) Minimum Wage Act and rates orders and notifications issued there under from time to time.
- ii) Contract Labour (R&A) 1970 with rules, orders and notifications issued there under. The Contractor shall not execute any kind of lien upon the properties of CWC under any circumstances.
- iii) Industrial Dispute Act 1947 with rules, orders and notifications issued there under.
- iv) The Workman's Compensation Act-1923 with rules, orders and notifications issued there under.
- v) Shops and Commercial Establishment act if applicable with rules, orders and modifications issued there under.
- vi) Payment of gratuity Act, 1972 with rules, orders and notifications issued there under.
- vii) Payment of Bonus Act 1965 with rules, orders and notifications issued there under.
- viii) Payment of Wages Act, 1936 with rules orders and notifications issued there under.
- ix) Employees Provident Fund and miscellaneous provisions Act, 1952 with rules, orders and notifications issued under.
- x) ESI ACT
- xi) All other Acts/Rules/Regulations, bye-laws, orders and notifications etc. present of future, applicable from time to time to executed the Contract.
- xii) The contractor shall indemnify CWC against any claim by his employees/Workmen.

1.4 The Contractor shall provide and be responsible for payment of wages/Salaries, Bonus, Insurance, Medical and other facilities to his personnel as per law /rules/regulations and orders of the Central Govt. and State Govt./Local Authorities in force from time to time. All employees of the contractor shall be exclusively employees of the contractor, if the Corporation has to bear any liability on account of the employees of the contractor, the same will be deducted from his bill or otherwise recovered from the contractor. Delay in payment of Wages to his personnel will attract a penalty of Rs. 500/- per default.

- 1.5 All the employees of the contractor deployed at work shall behave properly with the staff of CWC, in the event of any complaint either verbal or in writing the contractor shall immediately withdraw the employee and ensure acceptable replacement.
- 1.6 The Regional Manager or his authorized representatives on behalf of CWC may meet personally all the employees of the contractor and conduct surprise check to ensure that only authorize employees are working in premises of Regional Office, Lucknow.
- 1.7 The contractor shall fully protect, indemnify and hold Corporation, its employees and agents harmless of any claims, demands, actions, suits, proceedings and judgment and all liabilities, cost expenses incidental to or in connection therewith which may be made or brought against the Corporation by way of damages or injury to property or person or loss of life resulting from or arising out in the discharge of its obligations under this contract.
- 1.8 The contractor shall be exclusively liable for any losses/theft (pilfering) done by its employees and Regional Manager, RO, Lucknow or his representative on behalf of CWC may exercise its discretion to such losses for recovery from the bills of contractor or otherwise.
- 1.9 Tenderer is required to meticulously comply with the requirements as stated above, suppression/omission or non-submission of the required details may lead to rejection of tender. CWC reserves the right to reject or accept any tender without assigning any reason whatsoever.
- 2.0 No part of the contract nor any share of interest therein shall in any manner or degree be transferred/assigned or sublet by the contractor directly or indirectly to any person/firms or Corporation whatsoever.
- 2.1 CWC shall have full liberty to determine the quantum of compensation and to take any action against contractor including termination of contract as the situation warrants.
- 2.2 Certificate shall be obtained from concerned Warehouse Manager or from the Regional Manager or his authorised person that the work has been done as per the laid down drill. The contractor shall be paid for the services rendered in CWC Regional Office, Lucknow and Warehouses on a lump sum amount on per month basis.
- 2.3 All personnel employed by the contractor shall be engaged by him as his own employees/workmen in all respects implied or expressed. If the Regional Manager is not satisfied with the work of any person engaged by the contractor or whose antecedents are doubtful, the contractor shall not employ such person for any work relating to this contract.
- 2.4 The contractor should ensure that his workers are free from any criminal offence and that he should produce a certificate to this effect from the Police Authorities to avoid problems from security point of view.

SECURITY DEPOSIT

1- A Security deposit (non-interest bearing) amounting to **Rs.3,30,750/-** (Rupees Three Lakh Thirty thousands & Seven hundred fifty only) shall be deposited by the contractor in form of Demand Draft within a week of acceptance of his/her tender and the same will be released after satisfactory completion of the contract and adjustment of the Corporation's dues, if any. In accordance with terms and conditions of the agreement the said security deposit shall be forfeited for any failure on the part of contractor.

2- Income tax if applicable will be deducted at source from the bills as per the rules.

SCOPE OF WORK

1. Qualification of Personnel to be engaged and rates of wages:

The rates of wages in respect of the required category of jobs, to the incumbents would be as per the Minimum Wages fixed/notified by the Central Labour Department of the Central Government from time to time. The service charges may be quoted in terms of percentage of Minimum Wages (excluding GST) ensuring payment of EPF&ESI to all staff working under them.

Sl.No	Type of Personnel	Essential Qualifications	Category under which Minimum Wages fixed/notified by the Central Govt.(e.g. Skilled, Semi skilled, non-skilled under INDUSTRIAL category (Construction of Building etc.)	Tentative required at present
1	Tally Clerks / Data Entry Operator	Commerce graduate having IT back ground for Tally Clerks & Graduate having Compute knowledge for DEO.	Clerical	34 - DEO 03 - Tally Clerks
2	QCA	Any Graduate (Preferably B.Sc.)	Skilled	Presently there is no requirement, However, they may be needed in future.
3	Semi Skilled	10 th passed	Semi skilled	
4	Unskilled	8 th passed & Medically fit	Unskilled	

- 2 For the execution of the aforesaid maintenance contract, the contractor shall employ adequate work force as required. The contractor shall pay the minimum wages prescribed under the minimum Wages Act by State Govt. and any increase in the minimum wages will not be considered for any enhancement in the rate during the contract period of one year. The working hours for all days will be fixed after mutual discussions with the contractor.
- 3 The contractor should maintain the records of work force supplied.

PERIOD OF CONTRACT

The Contract shall remain in force for a period of One Year which is further extendable up to six months on same rates, terms and conditions at the sole discretion of Regional Manager, CWC, Regional Office, Lucknow. The Contract can be further extended for a mutually agreed period.

The Regional manager has right to terminate the contract at any time during its currency without assigning any reason thereof by giving 30 days notice in writing to the contractor at their last known place of residence/business and the contractor shall not be entitled to any compensation by reasons of such termination.

The action of the Regional Manager, CWC, Lucknow under such clause shall be final, conclusive and binding on the contractor and shall not be called into question.

PENALTY: If the contractor fails to perform the work upto the satisfaction of Regional Manager or an officer authorised by him , there may be a penalty of Rs. 500/- per default at the discretion of Regional Manager.

ARBITRATION :

All disputes or differences arising out of or in any way touching or concerning this contract whatsoever (except as to any matter, the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the corporation, that he had to deal with the matters to which the contract relates and that in the course of his duties as such employee of the Corporation he had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to the contract. It is a term of the contract that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act or resigning for any reason, the Managing Director, Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act or resigning shall appoint another person to act as Arbitrator in accordance with the reference from the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation as aforesaid should act as Arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all.

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

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

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

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

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

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

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

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

Explanation:

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

Signature of Quotationer
Seal of Quotationer

ANNEXURE-A

AGREEMENT

This agreement made on this _____ day of _____ Between the CWC, RO, Vibhuti Khand, Gomti Nagar, Lucknow-226010 established under Warehousing Corporation Act, 1962 (hereinafter called the Corporation) and M/s _____ (hereinafter called Contractor) which term shall include unless repugnant to the context, his heirs and legal representatives, executors/ Administrators and successors.

In terms of award of contract by the Corporation vide its letter No. _____ dated _____ for Supply of tall clerks at the CWC, Regional Office, it is agreed by both the parties that the contractor will provide the above services on the terms and conditions specified in the tender documents opened on _____ and subsequent award of contract referred to above.

The rate/rates submitted by the Contractor vide his tender dated _____ (opened on dated) had been accepted by the Corporation @.....Per month plus GST as per this office award /communication letter No.CWC/RO/LKO/ Tally Clerks / DEO /Estt/ 2018/ Dated.....

This agreement will remain in force for a period of One Year with effect from _____ to _____ the date of taking over of the work and which is further extendable up to of six months on same rates, terms and conditions at the sole discretion of Regional Manager, CWC, Regional Office, Lucknow. The Contract can be further extended for a mutually agreed period.

It is hereby agreed between the parties:

- 1- That services will be provided in CWC, Regional Office, Lucknow or its warehouses located in Uttar Pradesh and Uttarakhand as per the terms and conditions stipulated in the tender documents.
- 2- That for the execution of aforesaid work, the Contractor shall employ required tally clerk / Data Entry Operator as per tender document and shall indemnify the

Corporation in regard to any encumbrances in relation to the persons engaged for fulfilling his obligation under the contract.

- 3- That the contractor shall further be responsible for any loss caused to the Corporation due to the negligence or otherwise on the part of his men and loss if any, as determined by the Corporation, shall be recoverable from the contractor. The decision of the Regional Manager in this regard shall be final and binding in all such cases.
- 4- That the Corporation may, without prejudice to its right against the contractor for any inferior workmanship or breach of any of the terms and conditions of the contract by notice of one month in writing terminate the contract and get the work done through other contractor or departmentally for the un-expired period of the contract at the risk and cost of the defaulting contractor.
- 5- That the payment will be made to the contractor on the submission of bill in duplicate every month. That all the bills would further be required to be accompanied by a certificate of satisfactory execution of work from the Regional Manager or his authorized person.
- 6- That all the disputes arising out of or in any manner touching or concerning this contract shall be referred to the Managing Director, Central Warehousing Corporation or any officer authorized by him for adjudication whose decision shall be final and binding on both the parties.
- 7- That the Contractor will post an authorized representative at the CWC, RO, Lucknow who will be answerable on behalf of the Contractor in day to day working.

REGIONAL MANAGER
CENTRAL WAREHOUSING
CORPORATION
REGIONAL OFFICE
LUCKNOW

SIGNATURE OF CONTRACTOR
NAME & SEAL

WITNESS (Name & Sign)

1)_____

2)_____

WITNESS (Name & Sign)

1)_____

2)_____

APPENDIX - I

Terms for Micro & Small Enterprises

- Tender document cost will not be charged from Micro & Small enterprises (MSEs).
- MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit(EMD).
- MSEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
 - District Industries Centers
 - Khadi and Village Industries Commission
 - Khadi and Village Industries Board
 - Coir Board.
 - National Small Industries Corporation
 - Directorate of Handicraft and Handloom
 - Any other body specified by Ministry of MSME.
- The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose a attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- The benefit as stated above to MSE, shall be available only for goods / services produced & provided by MSEs for which they are registered.
- In case the MSE does not fulfil the criteria at Sr. No III, IV and V above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.

ANNEXURE-B**PRICE BID****(On tenderers letter head)**

RATE FOR SUPPLY OF TALLY CLERKS/ DATA ENTRY OPERATORS, QCA/Semi skilled labours/ Unskilled labours for Pest Control work AT CENTRAL WAREHOUSING CORPORATION, REGIONAL OFFICE, LUCKNOW AND ITS VARIOUS WAREHOUSES LOCATED IN STATE OF UTTAR PRADESH & UTTARAKHAND.

Type of personal	Mention the category under which covered (i.e. skilled, semi-skilled & non-skilled)	Payable minimum wages(Per month means 26 working days) including DA, EPF, , Add. Charge, Employee deposit linked Insurance , ESI, Bonus	%to be quoted on Minimum Wages (basic +DA) as Service Charge inclusive of all elements mentioned in column no.3. (except GST)
1	2	3	4
Tally clerks & Data Entry Operator	Clerical	1.MinWages (basic+DA) as per Govt of India issued by CLC time to time 2.@12%EPF 3.@0.85%Add. Cha. 4.@0.5%Edli 5.@4.75%ESI 6. @Bonus(as applicable according to Bonus Act)	
QCA	Skilled	1.MinWages (basic+DA) as per Govt of India issued by CLC time to time 2.@12%EPF 3.@0.85%Add. Cha. 4.@0.5%Edli 5.@4.75%ESI 6. @Bonus(as applicable according to Bonus Act)	
Semi skilled	Semi skilled	1.MinWages (basic+DA) as per Govt of India issued by CLC time to time 2.@12%EPF 3.@0.85%Add. Cha. 4.@0.5%Edli 5.@4.75%ESI 6. @Bonus(as applicable according to Bonus Act)	

Unskilled	Un- skilled	1.MinWages (basic+DA) as per Govt of India issued by CLC time to time 2.@12%EPF 3.@0.85%Add. Cha. 4.@0.5%Edli 5.@4.75%ESI 6. @Bonus(as applicable according to Bonus Act)	
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Note:- The GST will be paid extra as per Rules

SIGNATURE OF QUOTATIONER
NAME OF QUOTATIONER
AND CAPACITY IN WHICH SIGNING WITH SEAL