



CENTRAL WOOL DEVELOPMENT BOARD

MINISTRY OF TEXTILES, GOVT. OF INDIA

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F.No. CWDB/Estt./Dailywages/2018/2

Dated : 19.01.2018

TENDER DOCUMENT

For providing Watchman/Clerk/driver/Multi Tasking Staff (MTS) to the Central Wool Development Board, Ministry of Textiles by a private Manpower Agency on outsourcing basis.

Critical Date Sheet

1.	Date and Time for Issue/Publishing	6.00 PM on 19.01.2018
2.	Document Download / Sale Start Date and Time	6.00 PM on 19.01.2018
3..	Document Download / Sale End Date and Time	03.00 PM on 08.02.2018
4.	Bid Submission start Date and Time	06.00 PM on 19.01.2018
5.	Bid Submission End Date and Time	03.00 PM on 08.02.2018
6.	Date and Time for Opening of Technical Bids	03.30 PM on 09.02.2018
7.	Date and Time for Opening of Financial Bids	After finalization of Technical Bid

Executive Director

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Executive Director

TENDER NOTICE

1. The Central Wool Development Board, Ministry of Textiles invites sealed tenders/bids from reputed, well established and financially sound Manpower Companies / Firms / Agencies to provide Watchman/Clerks (Graduates)/ Multi task staff (Matriculate) and driver initially for a period of one year. The requirement of Watchman/Clerks (Graduate)/ MTS (Matriculate) and driver may increase or decrease during the period of contract.
2. Complete Tender Document may be downloaded from the website of Central Wool Development Board i.e. woolindiajodhpur@dataone.in.
3. The interested Manpower Companies/Firms/Agencies may submit their bids complete in all respects along with Earnest Money Deposit (EMD) amount of Rs.10000/-(Rupees Ten thousand only) and other requisite documents latest by 3.00 P.M. on 8th February, 2018 to the Administration Section, Central Wool Development Board, Jodhpur. **No tender shall be entertained thereafter under any circumstances whatsoever.**
4. This CWDB reserves the right to amend/withdraw any of the terms and conditions contained in the Tender Document or to reject any or all the bids without giving any notice or assigning any reason thereof. The decision of the Board in this regard shall be final.

Executive Director

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS FOR SUBMISSION OF TECHNICAL & FINANCIAL BIDS

1. The Central Wool Development Board, Ministry of Textiles, Govt. of India, Jodhpur intends to hire the services of a reputed, well established and financially sound Manpower Company / Firm / Agency (hereinafter referred to as an Agency) to provide services of Watchman/Clerks (Graduates)/ Multi task staff (Matriculate) and driver on outsourcing basis in the Board. The estimated annual value of the contract is about Rs. 5 lakhs.
2. The contract is likely to commence from March, 2018 and would continue for a period of one year. The period of the contract may be extended or curtailed as per requirement of the Board. The Board, however, reserves the right to terminate this contract at any time after giving one week's notice to the selected Manpower Agency.
3. The interested Agencies are required to submit "Technical Bid" and "Financial Bid" in separate sealed covers. Both these bids should be further sealed in a separate cover superscribed as "Bid for providing services of Watchman/Clerks (Graduates)/ Multi task staff (Matriculate) and driver to the Central Wool Development Board, Ministry of Textiles, Govt. of India, Jodhpur. The bids may be submitted latest by 3.00 P.M. on 8th February, 2018.
4. The Technical Bid shall be opened at 3.30 P.M. on 9th February, 2018 Central Wool Development Board, Ministry of Textiles, Govt. of India, Jodhpur in the presence of representatives of agencies, if any, who may wish to be present. The financial bids of only those bidders will be opened who qualify technically. The date for opening of financial bids shall be intimated later on after scrutiny of technical bids.
5. The Board reserves the right to reject any or all the bids without assigning any reason.

TECHNICAL BID REQUIREMENTS/CONDITIONS:

6. The tendering Agency should fulfill the following conditions:
 - (a) The Registered Office or one of the Branch Offices of the Agency should be located either in Jodhpur (Rajasthan) ;
 - (b) The Agency should be registered with the appropriate registration authority;
 - (c) The Agency should have at least two years experience in providing manpower to Government Ministries/Departments, Private Companies and Public Sector/ Companies / Banks etc;
 - (d) The Agency should have its own Bank Account;
 - (e) The Agency should be registered with Income Tax and Service Tax departments;
 - (f) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

7. The tendering Agencies are required to enclose photocopies of the following documents (self-certified on each page), along with the Bids, failing which their bids shall be summarily/outrightly rejected and will not be considered:
 - a. Registration Certificate;
 - b. Copy of PAN / GIR Card;
 - c. Copy of the IT returns filed for the last two financial years (2015- 2016 and 2016-2017);
 - d. Copies of EPF and ESI certificates;
 - e. Copy of the GST Registration Certificate;
 - f. Certified extracts of the Bank Account containing transactions during last three years.
8. The conditional bids shall not be considered and will be outrightly rejected.
9. All entries in the Bid Format should be legible and filled up clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Bid Formats. In case of overwriting/cutting, the tender shall be summarily rejected.
10. The Agencies shall engage necessary persons as required by this Board from time to time. The said persons engaged by the Agency shall be the employees of the service provider and it shall be the duty of the Agency to pay their salary every month through ECS and provide a proof of doing so to the Board. The Agency will provide proof of receipt of wages by the workers before the end of each month. There will be no Master & Servant relationship between the employees of the Agency and this Board and further that the said persons of the Agency shall not be entitled to claim any absorption in the Board on any ground whatsoever.
11. The Agency's persons shall not claim any benefit/compensation/absorption/regularization of services from/in this Board under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the Agency to the Board.
12. The Agency's persons shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters as all these matters are of confidential/secret nature.
13. The Agency's persons should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this Board. The Agency shall be responsible for any act of indiscipline on the part of deployed by it.

14. **Security Consideration:** The persons deployed by the Agency should not have any adverse police record/criminal case against them. The agency should make adequate enquiries and certify about the character and antecedents of the persons whom they deploy. A copy of the police verification report should be submitted to the Board within 45 days.
15. The agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act, etc. The Board shall not incur any liability of the Agency for any expenditure, whatsoever, on the persons employed by the agency on account of any such statutory obligation. The agency shall provide particulars of EPF, ESI of its persons engaged by it in the Board on monthly basis along with bill submitted by it.
16. The Agency will submit the bill in triplicate in respect of a particular month in the first week of the following month along with details of EPF/ESI/Service Tax deposition and copies of attendance register(s). Annual statement of accounts of EPF in respect of the persons reflecting opening balance, contributions, withdrawals, interest and closing balance, etc. are to be furnished at the end of the financial year.
17. No wage / remuneration will be paid to any person for the days of absence from duty.
18. The Agency shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from Board to it shall be acknowledged immediately on receipt the same day. The Agency shall strictly observe the instructions issued by the Board in fulfillment of the contract from time to time.
19. The Board shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the persons deployed by the Agency.
20. The agency shall disburse the wages of the persons deployed before 7th of the following month.
21. The selected Agency will be required to sign an Agreement in the format to be provided by the Board. If the successful agency fails to deploy the required manpower against the initial requirement within 10 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.

22. In the event of any dispute involving any of the clauses of the contract, the matter will be referred to the Executive Director, Central Wool Development Board, whose decision shall be binding on both the parties.

23. The Agency shall be responsible for strict compliance of the terms and conditions of this Agreement. Failure of it will attract the termination of its contract and getting the work done through some outside agency at its own cost and risk, during the remaining period of contract.

Executive Director

**TERMS AND CONDITIONS:
GENERAL**

1. The contract shall be for a period of one year unless it is curtailed or terminated by the Board owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract or other unforeseen circumstances, etc.
2. The contract shall automatically expire on completion of one year unless extended further by the mutual consent of agency and the Board.
3. The contract may be extended, on the same terms and conditions or with some additions/ deletions/ modifications, for a further specific period mutually agreed upon by the Agency and the Board.
4. The Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Board.
5. The Board at present, has requirement of Watchman/Clerks (Graduates)/ Multi task staff (Matriculate) and driver on urgent basis. The requirement may further increase or decrease during the period of initial contract. In case of additional manpower requirement, the agency would have to provide the same on the existing terms and conditions of the contract.
6. The agency will be bound by the details furnished to this Board while submitting the bid or at subsequent stage. In case, any document furnished by the agency is found to be false at any stage, it would be deemed to be a breach of the terms of contract making it liable for legal action besides termination of contract.
7. The firm should have experience of supplying similar manpower to at least three Govt. Ministries/Departments during the last two years.
8. The Board reserves the right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
9. This Board is a Central Government office and has five working days (i.e. Monday to Friday) in a week from 930 hrs. to 1800 hrs. with a lunch break of ½ hour from 1330 hrs. to 1400 hrs. Besides, the Board also observes the Gazetted holidays notified by the Government of India from time to time. Like the regular employees of the Board, Watchman/Clerks (Graduates)/ Multi task staff (Matriculate) and driver may also be required to attend the office on holidays in emergent circumstances.
10. The Agency shall furnish the following documents in respect of the persons who will be deployed by it in the Board before the commencement of work:
 - a. List of persons;
 - b. Biodata of the persons;
 - c. Self-attested copy of Matriculation certificate indicating date of birth;
 - d. Character certificate from two Gazetted officers of the Central /State Government;

11. In case, the person employed by the contracting Agency commits any act of omission / commission that amounts to misconduct/ indiscipline/ incompetence, the Agency will be liable to take appropriate disciplinary action against such person, including his/her removal from the office, if so required by the Board.
12. The Agency shall replace immediately any of its personnel who is found unacceptable to the Board because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the Board.
13. The persons deployed shall be required to observe punctuality in attending office. In case, a person deployed is absent on a particular day or comes late / leaves early on two occasions in a month, one day's wage shall be deducted.
14. The agency shall depute a coordinator who would be responsible for immediate interaction with the Board so that optimal services of the persons deployed by the agency could be availed without any disruption.
15. The agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay in providing a substitute beyond three working days would attract a penalty @ Rs.100 per day on the agency.
16. It will be the responsibility of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed in the Board and the Board will have no liability in this regard.
17. For all intents and purposes, the agency shall be the "Employer" within the meaning of different Labour Legislations in respect of Watchman/Clerks (Graduates)/ Multi task staff (Matriculate) and driver so employed and deployed in the Board. The persons deployed by the agency in the Board shall not have claims of any Master and Servant relationship against the Board.
18. The Agency shall be solely responsible for the redressed of grievances / resolution of disputes relating to persons deployed. The Board shall, in no way, be responsible for settlement of such issues whatsoever.
19. The Board shall not be responsible for any financial or other injury to any person deployed by the agency in the course of his/her performing the functions/duties, or for payment towards any compensation.
20. The persons deployed by the agency shall neither claim nor shall they be entitled to any pay, perks and other facilities admissible to regular employees of the Board during the currency or after expiry of the contract.
21. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to any claim for any absorption in the regular / otherwise capacity in the Board.

LEGAL

22. The agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the Board.
23. The agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Board to the concerned tax collection authorities from time to time as per extant rules and regulations.
24. The agency shall maintain all statutory registers required under the Law. The agency shall produce the same on demand, to the concerned authority of the Board or any other authority under Law.
25. The Tax Deduction at Source (T.D.S.) shall be ensured as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by the Board.
26. In case, the agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Board is put to any loss / obligation, monetary or otherwise, the CWDB shall be entitled to get reimbursement out of the outstanding bills of the agency, to the extent of the loss or obligation in monetary terms.

FINANCIAL

27. Tender Fee of Rs. 500/- in the form of Demand Draft/Pay Order drawn in favour of Central Wool Development Board, Ministry of Textiles, Jodhpur, failing which the tender/bid shall be rejected out rightly.
28. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs.10000/- (Rupees Ten thousand only) in the form of Demand Draft/Pay Order drawn in favour of Central Wool Development Board, Ministry of Textiles, Jodhpur, failing which the tender/bid shall be rejected out rightly.
29. The EMD in respect of the unsuccessful bidders shall be returned to them without any interest after finalization of the bids.
30. In case of breach of any terms and conditions attached to this contract, the EMD of the agency will be liable to be forfeited by this Board besides termination of the contract.
31. The Board reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

Executive Director

TECHNICAL BID FORMAT

Providing Watchman/Clerks (Graduates)/ Multi task staff (Matriculate) and driver to the Central Wool Development Board

1. Name of Tendering Company/ : _____
Firm / Agency
(Attach certificate of registration)
2. Name of Proprietor / Director of Company / Firm / Agency : _____
3. Full Address of Registered Office : _____
Telephone No./Mobile No. : _____

FAX No. : _____
E-Mail Address : _____
4. Full address of Operating / Branch Office :

Telephone No./Mobile No. _____
FAX No.: _____
E-Mail Address : _____
5. Name of Bank of the Company/Firm/Agency with full address: _____

(Attach certified copy of statement of A/c for the last three years)

Telephone No. of Bank : _____
6. PAN / GIR No. : _____
(Attach Self Certified copy)
7. GST Registration No. : _____
(Attach Self Certified copy)
8. E.P.F. Registration No. : _____
(Attach Self Certified copy)

9.E.S.I. Registration No. : _____

(Attach Self Certified copy)

10. Financial turnover of the Company / Firm / Agency for the last 3 Financial Years: (Attach separate sheet, if space provided is insufficient)

Financial Year	Amount (Rs. In Lakh)	Remarks, if any
2015-16		
2016-17		

11. Details of the major similar contracts handled by the Company / Firm / Agency during the last three years:

S.No.	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs. in lakh)	Duration of Contract	
			From	To
1.				
2.				
3.				

(if the space provided is insufficient, a separate sheet may be attached)

12. Details of Earnest Money Deposit : Rs.10000/- (Rupees Ten thousand only)

D.D. / P.O. No. & Date : _____

Drawn on Bank : _____

DECLARATION

1. I, _____, Son / Daughter / Wife of Shri _____, Proprietor / Director/authorized signatory of the company/Firm/Agency, mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with this tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my/our tender at any stage, besides liabilities towards prosecution under appropriate law.

(Signature of authorized person)

Date:

Full Name:

Place:

Seal :

Note: Please ensure that all documents which are to be submitted with the Technical Bids are arranged in the order in which they are mentioned above.