



# CENTRAL WAREHOUSING CORPORATION

BIDDING DOCUMENT

FOR

CONSTRUCTION  
OF  
RAIL LINKED 50,000 MT CAPACITY FOOD  
GRAIN STORAGE SILOS AT CENTRAL  
WAREHOUSE (BASE DEPOT) AT NABHA  
(PUNJAB)

(BIDDING DOCUMENT NO.: AS/A951-000-PM-TN-4500/1001)



CENTRAL WAREHOUSING  
CORPORATION

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**PART – I: COMMERCIAL SECTION**

FOR

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OF

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AT CENTRAL WAREHOUSE (BASE DEPOT) AT NABHA (PUNJAB)

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## MASTER INDEX

**NAME OF WORK** : **CONSTRUCTION OF RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE SILOS AT CENTRAL WAREHOUSE (BASE DEPOT) AT NABHA (PUNJAB)**

**BIDDING DOCUMENT NO.** : **AS/A951-000-PM-TN-4500/1001**

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	Abbreviations	Description
1.	AC	Alternating Current
2.	ACDB	Ac Distribution Board
3.	ACGIH	American Conference of Governmental Industrial Hygienists
4.	AFC	Approved for Construction
5.	Ah	Ampere-hour
6.	Amp	Ampere
7.	ASTM	American Society for Testing and Materials
8.	BHN	Brinell Hardness Number
9.	BIS	Bureau of Indian Standards
10.	BS	British Standard
11.	CD	Compact Disk
12.	CEA	Central Electricity Authority
13.	CFL	Compact Fluorescent Lamp
14.	CFR	Cost & Freight
15.	CPRI	Central Power Research Institute
16.	CQ	Commercial Questionnaire
17.	CRCA	Cold Rolled Cold Annealed
18.	CT	Current Transformer
19.	CV	Curriculum Vitae
20.	CWC	Central Warehousing Corporation
21.	DC	Direct Current
22.	DCDB	Direct Current Distribution Board
23.	DCI	Document Control Index
24.	DCIM	Document Control Index Module
25.	DCS	Distributed Control Station
26.	DCS	Distributed Control system
27.	DOT	Department of Telecommunications(Government of India)
28.	DPR	Daily Progress Report
29.	EDB	Engineering Design Basis
30.	EDMS	Electronic Document Management System
31.	EIL	Engineers India Limited
32.	EMC	Electromagnetic Compatibility
33.	EPC	Engineering, Procurement, Construction/Commissioning
34.	FOA	Fax of Acceptance
35.	FR	Flame Retardant
36.	FRLS	Flame Retardant Low Smoke
37.	FRP	Fiber Reinforced Plastic
38.	FS	Fire Survival
39.	GAD	General Arrangement Drawing
40.	GI	Galvanised Iron

41.	HOD	Head of Division/Department
42.	HR PVC	Heat Resistant Polyvinyl Chloride
43.	HTB	High Tensile Brass
44.	HV	High Voltage
45.	Hz	Hertz
46.	IC	Inspection Certificate
47.	IEC	International Electrotechnical Commission
48.	IEEE	Institute of Electrical and Electronic Engineers
49.	IGBT	Insulated Gate Bipolar Transistor
50.	IP	Ingress Protection
51.	IRN	Inspection Release Note
52.	IS	Indian Standard
53.	ISO	International Organization for Standardization
54.	ITP	Inspection and Test Plan
55.	kA	kilo ampere
56.	kV	kilo Volts
57.	LCD	Liquid Crystal Display
58.	LED	Light Emitting Diode
59.	LF	Low Frequency
60.	LOA	Letter of Acceptance
61.	LOI	Letter of Intent
62.	LSTK	Lump Sum Turn Key
63.	LV	Low Voltage
64.	MCB	Miniature Circuit Breaker
65.	MCCB	Moulded Case Circuit Breaker
66.	MOU	Memorandum of Understanding
67.	MR	Material Requisition
68.	MR	Material Requisition
69.	MSL	Mean Sea Level
70.	MTO	Material Take-off
71.	MV	Medium Voltage
72.	MV	Medium Voltage
73.	NC	Normally Closed
74.	NEMA	National Electrical Manufacturer Association
75.	NGPA	National Fire Protection Association
76.	Ni-Cd	Nickel Cadmium
77.	NO	Normally open
78.	OSHA	Occupational Safety and Health Administration
79.	P & ID	Piping & Instrumentation Diagram
80.	P.u.	Per Unit
81.	PC	Personal computer
82.	PC	Personal computer
83.	PCB	Printed Circuit Board
84.	PE	Polyethylene

85.	PG	Performance Guarantee
86.	PIV	Peak Inverse Voltage
87.	PMC	Project Management Consultant
88.	PO	Purchase Order
89.	PR	Purchase Requisition
90.	PVC	Polyvinyl Chloride
91.	QA	Quality Assurance
92.	QMS	Quality Management System
93.	RCC	Reinforced Cement Concrete
94.	RCM	Resident Construction Manager
95.	RFI	Radio Frequency Interference
96.	RMS	Root Mean Square
97.	RS	Recommended Standard
98.	SMPS	Switch Mode Power Supply
99.	SPN	Single Phase Neutral
100.	SS	Stainless Steel
101.	SWG	Standard Wire Gauge
102.	TPIA	Thirty Party Inspection Agency
103.	TQ	Technical Questionnaire
104.	UOM	Unit of Measurement
105.	UPS	Uninterrupted Power Supply
106.	URL	Universal Resource Locator
107.	UV	Ultra Violet
108.	V	Volts
109.	VDE	Verband Deutscher Electrotechniker
110.	VDE	Verband Der Electrotechniker, Electronic and Information stechnik
111.	VDR	Vendor Document Requirement
112.	VP	Vendor Portal
113.	VRLA	Valve Regulated Lead Acid
114.	WBS	Work Breakdown Structure



**CONTENTS OF BID  
AND  
CHECK LIST  
(COMMERCIAL)**

**CONTENTS OF BID AND CHECK LIST**

Bidder is requested to fill this check list and ensure that all details/documents have been furnished under relevant sections as called for in the Bidding Document along with duly filled in, signed & stamped.

Please tick the box and ensure compliance:

<b>(A) UNDER SECTION-I</b>		
(A.1)	Letter of submission & Synopsis of the Proposal. Submitted	<input type="checkbox"/>
(A.2)	Form of Bid as per Proposal FORM-A including Annexure of Information about the Bidder . Submitted (P.No.65 to 67)	<input type="checkbox"/>
(A.3)	Scanned copy of duly authenticated documents in support of meeting the Bidder's Qualification Criteria in line with BQC clauses of NIT along with <b>FORM-C</b> (CP-21 to 26 & P 69 to 74) Submitted	<input type="checkbox"/>
(A.4)	Table of Contents (also referred as Master Index) of the Bidding Document duly signed and stamped on each page, in token of having received the complete set of the Bidding Document and its acceptance.	<input type="checkbox"/>
(A.5)	Power of Attorney in favour of the person(s) for partnership firm who has signed the bid.(P-54) or Affidavit ( CP-55) for proprietorship firm. Submitted	<input type="checkbox"/>
(A.6)	Declaration as per Proposal FORM-B duly signed & stamped by the bidder in token of having received and read all volumes of the commercial & technical documents and having accepted and considered the same in preparing and submitting the bid.(P-68) Submitted	<input type="checkbox"/>
<b>(B) UNDER SECTION-II</b>		
(B.1)	Deployment Schedule of construction equipment, tools & tackles proposed for execution of works as per Proposal FORM-C.(P-69 to 74) Submitted	<input type="checkbox"/>
(B.2)	Detailed execution philosophy of work as per Proposal FORM – D.(P-75) Submitted	<input type="checkbox"/>

(B.3)	Details of proposed organisation along with CV's of key personnel for Home and site Office as per Proposal FORM-E (P-76) Submitted	<input type="checkbox"/>
(B.4)	Deployment Schedule of Supervisory personnel as per FORM-F.(P-77) Submitted	<input type="checkbox"/>
(B.5)	Project Schedule in the form of Bar Chart. Submitted	<input type="checkbox"/>
<b>(C) UNDER SECTION-III</b>		
(C.1)	Declaration about Bidder's Income Tax Liability in India as per Proposal FORM-G (P-78) Submitted	<input type="checkbox"/>
(C.2)	Solvency Certificate from Bidder's bankers. Date of issue of this certificate should not be less than 6 months from due date of opening of Techno-commercial part. (P-28) Submitted	<input type="checkbox"/>
(C.3)	Financial details as per Proposal FORM-H (P-79) Submitted	<input type="checkbox"/>
(C.4)	Partnership Deed in case of partnership firm, and Memorandum & Articles of Association in case of constituent companies Submitted	<input type="checkbox"/>
(C.5)	Information about any Current Litigation/ Arbitration, if any, in which bidder is involved as per Proposal FORM-I. (P-80) Submitted	<input type="checkbox"/>
<b>(D) UNDER SECTION-IV</b>		
(D.1)	Reply to Commercial Questionnaire.(P-87 to 91) Submitted	<input type="checkbox"/>
(D.2)	Blank copy of Schedule of Lumpsum Prices duly stamped & signed on each page. (P-157 to 179) Submitted	<input type="checkbox"/>
<b>(E) UNDER SECTION-V</b>		
(E.1)	Technical Details/documents specified under "Technical Information Required along with Bid".(P-279 to 291, 253, 254,357 to 359, 701) Submitted	<input type="checkbox"/>
(E.3)	Information required for Assessment of Quantum of Work enclosed elsewhere of the Bidding Document. Submitted	<input type="checkbox"/>
<b>(F) UNDER SECTION-VI</b>		

(F.1)	Schedule of Deviations (if any) to the commercial and Technical bid documents as per Proposal FORM-J. (P-81) Submitted	<input type="checkbox"/>
<b>(G) UNDER SECTION-VII</b>		
(G.1)	Any other information required in the Bidding Documents or considered relevant by the bidder, including declaration in FORM-K with regard to involvement/ non-involvement of Indian Agent. (P-82) Submitted	<input type="checkbox"/>
<b>(H) UNDER SECTION-VIII</b>		
(H.1)	Integrity Pact Agreement including its Covering Letter duly signed and stamped on each page. (P56 to 62) Submitted	<input type="checkbox"/>
<b>(I) UNDER SECTION-IX</b>		
(I.1)	Quality Assurance: A brief description of the Bidder's QA system and a statement detailed how QA will be implemented for the Project. Submitted	<input type="checkbox"/>
<b>(J) UNDER SECTION-X</b>		
(J.1)	Check-List duly filled in as provided in the Bidding Document. Submitted	<input type="checkbox"/>
<b>(K) OTHER DOCUMENTS</b>		
(K.1)	Whether Net worth as per NIT submitted (P-27) Submitted	<input type="checkbox"/>
(K.2)	Whether proof of EMD submitted/uploaded Submitted	<input type="checkbox"/>
(K.3)	Whether proof of valid MSME registration uploaded in case of MSEs Submitted	<input type="checkbox"/>
(K.4)	Whether the turnover certificate with audited balance sheets & profit & loss as per 5.3.1 of NIT uploaded. Submitted.	<input type="checkbox"/>
(K.5)	Whether the relevant document related with clause 5.1.1. to 5.1.4 of NIT as applicable uploaded Submitted	<input type="checkbox"/>
(K.6)	Whether PAN Card has been uploaded Submitted	<input type="checkbox"/>
(K.7)	Whether service tax registration has been uploaded. Submitted.	<input type="checkbox"/>

(STAMP & SIGNATURE OF BIDDER)



**4/1, Siri Institutional Area, Hauz Khas, New Delhi-110016**

**FAX & Phone (011) 26515177**

**EMAIL-enggdivision@gmail.com**

No.CWC/IV-496/Const./290

Date 05.05.17

**NOTICE INVITING TENDER (NIT)(PRESS NOTE)**  
**(Only through e-tendering mode)**

Central Warehousing Corporation (CWC) invites e-bids from eligible bidders for the following works:

DESCRIPTION	BIDDING DOCUMENT ON WEBSITE	DATE OF PRE BID MEETING	LAST DATE AND TIME OF ONLINE SUBMISSION OF BID (BID DUE DATE) AND ORIGINAL EMD AT CWC OFFICE	ONLINE OPENING OF UNPRICED BID
1. LSTK BID PACKAGE FOR CONSTRUCTION OF RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE SILOS AT CENTRAL WAREHOUSE (BASE DEPOT) AT NABHA (PUNJAB).  BIDDING DOCUMENT NO. : AS/A951-000-PM-TN-4500/1001	From 05.05.17 To 02.06.17	At 11.00 HRS. (IST) on 19.05.17	Upto 15.00. HRS. (IST) on 02.06.17	At 15.30 HRS. (IST) on 02.06.17

The detailed Notice Inviting Tender (NIT)& Bidding document with contact details can be viewed and downloaded from e-tender website [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) or CWC website [www.cewacor.nic.in](http://www.cewacor.nic.in) or [www.tenderhome.com](http://www.tenderhome.com) or CPP Portal <http://eprocure.gov.in/epublish/app>. All amendments, time extension, clarifications, etc. will be uploaded on the websites only and will not be published in newspapers. Bidders should regularly visit the above websites to keep themselves updated.

Any clarification regarding online participation, Mr. Shibu Yadavendra ( Mob: 8800115946) of M/s KEONICS may be contacted.

**Superintending Engineer**  
**CWC, New Delhi**



**NOTICE INVITING TENDER (NIT)  
FOR  
LSTK BID PACKAGE FOR CONSTRUCTION OF RAIL LINKED  
50,000 MT CAPACITY FOOD GRAIN STORAGE SILOS AT CENTRAL  
WAREHOUSE (BASE DEPOT) AT NABHA (PUNJAB) FOR CENTRAL  
WAREHOUSING CORPORATION**

**BIDDING DOC. NO.: AS/A951-000-PM-TN-4500/1001  
(DOMESTIC COMPETITIVE BIDDING)  
E-Tendering**

**1.0 INTRODUCTION:**

- 1.1 Central Warehousing Corporation (CWC) propose to implement the Rail Linked Food Grain Storage Silo Project and have appointed Engineers India Limited (EIL) as consultant for implementation of this project at Central Warehouse (Base Depot) at Nabha (Punjab).
- 1.2 Central Warehousing Corporation (CWC), invites e-bids under Single Stage Two Part Bid System through e-tendering from eligible bidders meeting the Bidder's Qualification Criteria (BQC) as per clause 5.0 below, for execution of Rail Linked Food Grain Storage Silo package on Lump Sum Turnkey basis at Nabha (Punjab).

**2.0 BRIEF SCOPE OF WORK :**

- 2.1 Food Grain Storage Silo Project for storage and handling of wheat grains shall majorly comprise of 4 Nos x 12,500 MT Flat Bottom Storage Silos, Hopper Bottom Pre-storage Silos, Shipping Silo, Material Handling equipment, Truck Loading System, Bagging Silos with bagging machines, Wagon Loading system, all civil, foundation, electrical and instrumentation and control and Siding works for Railway Track, etc.
- 2.2 Bidder shall execute the work on Lump Sum Turnkey (LSTK) Basis. The scope of work shall include project management, design, detailed engineering, procurement, fabrication, inspection, transportation of all the equipment/ materials to work site, storage, assembly, erection, construction and testing of all above mentioned facilities, including statutory approvals, to achieve mechanical completion, pre-commissioning, commissioning and handing over as per Tender Document. Further, for complete scope of work, refer Tender Document.

**3.0 TIME SCHEDULE FOR COMPLETION:**

**10 (Ten) Months (including monsoon)** for completion of work & handing over of facilities from the date of issue of Fax of Acceptance.

**4.0 SALIENT DETAILS:**

a)	Bidding Document available on Website	:	From 05.05.17 to 02.06.17
b)	Last date of Receipt of Bidder's Queries for Pre-Bid Meeting	:	On 17.05.17
c)	Date of Pre Bid Meeting	:	at 11.00 Hrs. (IST) on 19.05.17 (*)at Corporate Office, CWC, New Delhi

d)	Last Date and time of Online submission of Bids (Bid Due Date)	:	Up to 15.00 Hrs. (IST) on 02.06.17
e)	Online Opening of Techno-commercial Unpriced Bid	:	15.30 Hrs. (IST) on 02.06.17(*)
f)	Earnest Money Deposit / Bid Security	:	<b>INR 36,00,000/- (Rupees Thirty Six lakhs Only).</b>
g)	Cost of Bidding Document (Non-Refundable)	:	<b>Not Applicable</b>
h)	Opening of Priced Bids	:	On date & time to be intimated later
i)	Tender processing fee	:	Rs.5750/- to be paid through e-payment to M/s KEONICS. (Rupees Five Thousand seven hundred fifty only)

If dates identified as (\*) above happen to be a declared holiday, the next working day shall be considered.

The complete Bidding Document is available on e-tender website [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) or CWC website [www.cewacor.nic.in](http://www.cewacor.nic.in) or [www.tenderhome.com](http://www.tenderhome.com) or CPP Portal <http://eprocure.gov.in/eprocure/app>. Bidders can view / download the document from any one of the websites mentioned above.

All amendments, time extension, clarifications, etc. will be uploaded in the websites only and will not be published in Newspapers. Bidders should regularly visit the above website(s) to keep themselves updated.

Request for extension or any queries received from any bidder with less than four working days prior to bid due date shall generally be ignored, since there will not be adequate time for proper communication with other Bidders. Bidders shall submit the bid directly and in their own name without involving any intermediaries.

## 5.0 BIDDER'S QUALIFICATION CRITERIA (BQC):

Bidder shall fulfil the following qualification criteria in order to qualify for this work:

### 5.1 TECHNICAL CRITERIA

5.1.1. The Bidder shall have executed an LSTK Contract in Industrial Plant / Storage facilities / Infrastructure Project as a Single Point Responsibility Vendor (SPRV) for the complete package within the last ten (10) years ending last day of the month previous to the one in which tenders are invited.

5.1.2. The Bidder shall have executed at least (1) one of the following contract within the last ten (10) years ending last day of the month previous to the one in which tenders are invited:

- a. Supplied at least one (1) number metallic food grain Storage Silo of minimum 3000 MT Storage capacity

OR

- b. Civil & structural works of any Industrial Plant / Storage facilities / Infrastructure Project with minimum 2900 m<sup>3</sup> RCC and minimum 425 MT of structural & reinforcing steel works in single work order.

- 5.1.3. In case the Bidder qualifies through CI No – 5.1.1 and CI No – 5.1.2 (a) only, then they shall tie up with a single or multiple Civil & Structural Engineering Sub Contractor(s) who shall qualify CI No – 5.1.2 (b) stated above. In case the Bidder qualifies through CI No – 5.1.1 & CI No – 5.1.2 (b) only, then they shall tie up with single or multiple Silo Engineering Sub Contractor(s) who shall qualify CI No – 5.1.2 (a) stated above.
- 5.1.4. The Bidder shall furnish a MOU with the Engineering Sub Contractor(s) as applicable to this effect along with the Bid.
- a) The MOU shall define responsibility scope matrix between the Bidder and proposed Sub-contractor(s) for the offered metallic Food Grain Storage Silo Project. The MOU shall confirm that the proposed Sub-contractor(s) shall stand guarantee for the performance of the offered System. In case of multiple sub-contractors, MOU shall clearly define the scope for which MOU has been made.
- b) The MOU between the Bidder and the proposed Sub-contractor(s) shall be valid at the time of bidding & shall also continue to remain valid till pendency of Contract.
- 5.1.5. Bidder has option to quote multiple Sub-Contractors in the Bid, during execution, actual subcontractor to be selected out of them.
- 5.1.6. The above clauses shall be read in conjunction.

## 5.2 COMMERCIAL CRITERIA

- 5.2.1. Bidder should have satisfactorily completed similar work during the last 10 (ten) years ending last day of the month previous to the one in which the tender is invited and completion certificate enclosed as per the following requirements:
- Three similar works each of minimum value of **INR 1040.00 lakhs (Indian Rupees One Thousand forty lakhs Only)**.

OR

  - Two similar works each of minimum value of **INR 1560.00 lakhs (Indian Rupees One thousand five hundred sixty lakhs only)**.

OR

  - One similar work of minimum value of **INR 2080.00 lakhs/- (Indian Rupees Two thousand eighty lakhs only)**.

Similar Work means “an LSTK Contract in Industrial Plant / Storage facilities / Infrastructure Project as a Single Point Responsibility Vendor (SPRV) for the complete package”

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of applications for tender/uploading of tender.

## 5.3 FINANCIAL CRITERIA

- 5.3.1. Bidder must have a minimum average **annual financial turnover of Rs.2600.00 lakhs (Indian Rupees Two thousand six hundred lakhs only)** during the last three financial years ending 31st March of the previous financial year in which the tender is invited and enclose the audited Balance Sheet and statement of Profit & Loss for the preceding three financial years with the tender. In case balance sheet and statement of Profit & Loss for the immediate preceding financial year have not been prepared/audited, the same for one more preceding financial year can be submitted.
- 5.3.2. Bidder should submit **positive net worth certificate** duly certified by a practising Chartered Accountant as per **Annexure-II** based on the latest financial year for which accounts i.e. Profit & Loss Statement and Balance Sheet, has been submitted with the tender in line with clause no. 5.3.1 above.
- 5.3.3. Bidder must have a solvency of **Rs. 1040.00 lakhs (Indian Rupees One thousand forty lakhs only)** duly certified by the Banker and solvency certificate should not be more than 06 months old prior to the date of submission of tender or should have validity as on last date of submission of tender. The solvency certificate



should be submitted in any of the formats given in **Annexure -III** for the purpose of guidance.

Minor deviation in the wordings can be accepted in case it is valid as on date of submission of the tender or issued not more than 06 months before the last date of submission of tender.

#### 5.4 **GENERAL:**

- 5.4.1. Experience of the bidding entity shall only be considered. A job executed by a bidder for its own plant/projects can't be considered as experience for the purpose of meeting requirement of BQC of the Bidding document. However, jobs executed for Subsidiary/ Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BQC.
- 5.4.2. Bidder shall submit complete set of audited annual financial statements for all three (3) years.
- 5.4.3. In case the last financial year closing date is within 9 months of bid due date and audited annual report of immediate preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.

#### 5.5 **DOCUMENTS AND DATA REQUIRED WITH BID**

- 5.5.1. Bidder shall complete and submit the Experience Record Pro-forma (ERP) (format enclosed as **Annexure – I** with this NIT), duly authenticated as required, enclosed with the bid document to establish that the bidder meets the Bidder Qualification Criteria Cl. No – 5.1 of this document.
- 5.5.2. Bidder shall furnish documentary proof of fulfilling the “Bidder’s Qualification Criteria” as mentioned in Clause Nos. 5.2 & 5.3 above. The documentation shall include but not limited to copies of work order(s) / contract agreements(s) / relevant pages of contract document(s), completion certificate(s), fulfilling the qualification criteria, complete annual reports containing audited balance sheets and profit & loss accounts statement etc. CWC reserves the right to complete the evaluation based on the details furnished without seeking any additional information.
- 5.5.3. All documents furnished by the bidder in support of meeting the Technical Criteria, Commercial Experience Criteria and Financial Criteria of BQC shall be submitted in a separate section/booklet along with their offer. This section/booklet shall be titled as **“Documentation against Bidder’s Qualification Criteria (Technical Criteria, Commercial Experience Criteria and Financial Criteria)”** with proper index and page numbering. Refer Instructions to Bidders (ITB) for details.
- 5.5.4. Bidder to submit duly filled, signed and stamped affidavit in original enclosed as **Annexure – IV**, duly listing the documents submitted towards Compliance to BQC requirements.
- 5.5.5. Requirement of above certification shall not be applicable to published audited annual financial statements in English, if original booklets are submitted.
- 5.5.6. Bidders are required to upload the digitally signed authenticated copies of documents for meeting BQC on the e-tendering portal only.

In addition, a confirmation is required from the bidders that all authenticated documents submitted for meeting the BQC are certified as per the authentication requirement defined in the bidding **document as per Annexure - IV**.

Wherever the bidder has not submitted the authenticated documents through e-tendering as per the requirement of bidding document, bidder shall submit the original authenticated document, within the time permitted in the bidding document for submission of physical documents.

It is clarified that if authenticated documents are either not submitted through e-tendering or not submitted in original, in physical form, offer shall not be considered. However, such documents can also be obtained in physical form along with replies to CQ/TQ (wherever CQ/TQ replies are not obtained through e-tendering portal) or as Digital Signed authenticated

copies through e-tendering portal (wherever CQ/TQ replies are obtained through e-tendering portal).

- 5.5.7. Bidders are required to submit all such past experience(s) / Performance Track Record (PTR) meeting the BQC along with relevant supporting documents in the first instance itself, along with the bid. Accordingly, only such past experience(s) shall be considered for qualification, details of which are provided in the bid by the bidder and subsequently no additional past experience (PTR) shall be sought from the bidder.
- 5.5.8. Submission of authentic documents is the prime responsibility of the Bidder. However, CWC reserves the right of getting the document cross verified, from the document issuing authority.
- 5.5.9. CWC reserves the right to complete the evaluation based on the details furnished (without seeking any additional information) and / or in-house data, survey or otherwise.
- 5.5.10. Failure to meet the above Qualification Criteria will render the Bid to be summarily rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself along with their bids, in support of their fulfilling the Qualification Criteria as given above.

## **6.0 PRE-BID MEETING**

- 6.1 Bidders are requested to attend a pre-bid meeting at CWC, Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016, India as per the date mentioned in clause no. 4.0 above.
- 6.2 The bidder may send their queries, if any, on Bidding Document by e-mail to [enggdivision@gmail.com](mailto:enggdivision@gmail.com) to reach CWC prior to Pre-bid meeting. These queries shall be replied during the Pre-bid meeting.
- 6.3 The queries raised (without identifying the sources of the query) and the responses given will be transmitted to all who have been provided access to the Bidding Documents.
- 6.4 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

## **7.0 SUBMISSION OF BIDS & VALIDITY**

- 7.1 Bids are required to be submitted only through website [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) on or before the Bid submission date and time. It may also be noted that the price details are required to be filled & submitted only on the Schedule of Price format downloaded from above e-Tendering website.
- 7.2 The Bidders has to register (if not registered earlier) by clicking on the Register ME Link on the website([www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) ) with non-refundable registration fee of Rs.5750/- (including service tax) to be paid online through e-payment mode to KEONICS/KSEDC Limited. Tender processing fee of Rs. 5750/- non refundable for each tender is to paid online before the date and time set for downloading the tender document (Request closing time) . The bids of those bidder who fail to submit the tender processing fee online to M/s KSEDC/KEONICS would not be made available by the system and as such, not available for consideration during the opening of the tender.
- 7.3 Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering.
- 7.4 Bidders are requested to get acquainted with the E-Tendering System in advance and obtain/seek clarifications, if any from the representative of KEONICS as per the details in Clause 42 of I.T.B..
- 7.5 Validity of bid shall be 4 (**Four**) months from the final due date of opening of Techno-commercial (Un-priced) Bids.

## **8.0 EARNEST MONEY DEPOSIT (EMD)**

- 8.1 Earnest Money Deposit (EMD) as mentioned above shall be submitted within the Bid Submission End Date. EMD shall be submitted in the form of Demand Draft/ Pay order/ Bankers Cheque of a Scheduled Bank/ Nationalised Bank issued in favour of Central

Warehousing Corporation, payable at New Delhi or through e-payment (NEFT/RTGS) into the account of Central Warehousing Corporation (Refer ITB Clause No. 11 for details). Earnest Money Deposit (EMD), if issued as a Bank Guarantee, shall be valid upto 2 months beyond the validity of the bid as per the prescribed format enclosed at Annexure - V.

- 8.2 Exemption of EMD will be applicable for Indian/State CPSUs and Micro or Small Enterprises (MSEs) registered with District Industries Center or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handlooms or any other Body specified by Ministry of Micro, Small and Medium Enterprise for corresponding works provided that certificate issued by the relevant agency is valid on the date of Un-priced Bid Opening. The bidder shall submit copy of the valid registration certificate. The certificate shall be valid as on the date of opening of Un-priced Bid. Scanned copy of Registration certificate should be uploaded in the e-procurement website along with the unpriced bid.
- 8.3 Bidders are required to submit the EMD in original at the time of bid submission in sealed envelope and are required to upload the scanned copy of EMD on CPP Portal along with e-Bid. EMD in original shall be submitted in a sealed envelope titled “**Earnest Money Deposit for Bidding Document No. AS/A951-000-PM-TN-4500/1001**”. Bidder must upload the scanned copy of EMD on CPP Portal along with the e-bid. Swift message/Cheque/Cash shall not be acceptable. In case bidder fails to upload scanned copy of EMD on CPP Portal by the bid due date & time, such bid shall not be considered for evaluation.
- 8.4 Bidder shall submit the original EMD in physical form in CWC before the expiry of bid due date and time.

## **9.0 GENERAL**

- 9.1 CWC reserves the right to carry out capacity & capability assessment of the bidder using in-house information and past performance.
- 9.2 The bidders who are on Holiday/Negative list of CWC on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award. If the bidding document were issued inadvertently/ downloaded from website, offers submitted by such bidders shall also be not considered for bid opening/evaluation/Award.
- 9.3 CWC will not be responsible or liable for cost incurred in preparation, submission & delivery of bids, regardless of the conduct or outcome of the bidding process.
- 9.4 In case any Bidder is found to be involved in cartel formation, his Bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future.
- 9.5 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 9.6 Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.
- 9.7 Bidder shall not be under liquidation, court receivership or similar proceeding.
- 9.8 Bidders may view the Bid opening through CWC Portal i.e. [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) or may witness the bid opening in CWC, Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016, India.
- 9.9 CWC reserves the right to reject any or all the bids received or annul the bidding process at any time.
- 9.10 Process Licensor(s) providing Process Know-how for this package and Consultant for the Project or their subsidiary company or companies under the management of consultant, are not eligible to participate in this tender.
- 9.11 Total works shall be awarded to one agency based on total lowest (L1) evaluated price as per the provisions of the Bidding Document.
- 9.12 Bids submitted on Consortium or unincorporated Joint-Venture basis shall not be accepted.

- 9.13 CWC reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. CWC shall also follow the Public Procurement Policy on Procurement of Goods and services from Micro and Small Enterprises (MSEs) Order 2012.
- 9.14 For detailed specifications, terms and conditions and other details, refer complete Bidding Document.
- 9.15 Clarification, if any, can be obtained through following contact numbers :  
Telephone No. +91-11-26515177.(Shri S.K.Sharma, Chief Engineer, CWC)  
E-mail: [enggdivision@gmail.com](mailto:enggdivision@gmail.com)

Chief Engineer  
CWC, New Delhi.



**ANNEXURE – I TO NIT : EXPERIENCE RECORD PROFORMA (FOR BIDDER QUALIFICATION) FOR SIMILAR SUPPLY OF GOODS/WORKS/SERVICES**

**PROJECT- FOOD GRAIN STORAGE SILO PROJECT**

**BIDDING DOC.- AS/A951-000-PM-TN-4500/1001**

**VENDOR-**

SL. NO.	PARAMETER	BQC REQUIREMENT	INFORMATION ON REFERRED EXISTING INSTALLATIONS	
			Reference.- 1	Reference- 2
2.1.4	Date of commissioning			
2.1.5	Purchaser's Details			
	<ul style="list-style-type: none"> <li>Name (Company / Organisation)</li> </ul>			
	<ul style="list-style-type: none"> <li>Name of Contact Person</li> </ul>			
	<ul style="list-style-type: none"> <li>Address including Telephone No. / Fax No. / email ID</li> </ul>			
2.2	<u>Metallic Food Grain Storage Silo Storage Details (For SI No – 1.2 (a))</u>			
2.2.1	Name of Project			
2.2.2	Food Grain type			
2.2.3	Total Storage Capacity (MT)			
2.2.4	Storage silo construction			
2.2.5	No. of Storage Silos	Min one (1)		
2.2.6	Capacity of Silo (MT)	Min 3000 MT		
2.2.7	Date of award of contract			
2.2.8	Date of commissioning			
2.2.9	Purchaser's Details			
	<ul style="list-style-type: none"> <li>Name (Company / Organisation)</li> </ul>			
	<ul style="list-style-type: none"> <li>Name of Contact Person</li> </ul>			
	<ul style="list-style-type: none"> <li>Address including Telephone No. / Fax No. / email ID</li> </ul>			
2.3	<u>Civil &amp; Structural Works Details (For SI No – 1.2 (b))</u>			
2.3.1	Name of Project			

**ANNEXURE – I TO NIT : EXPERIENCE RECORD PROFORMA (FOR BIDDER QUALIFICATION) FOR SIMILAR SUPPLY OF GOODS/WORKS/SERVICES**

**PROJECT- FOOD GRAIN STORAGE SILO PROJECT**

**BIDDING DOC.- AS/A951-000-PM-TN-4500/1001**

**VENDOR-**

SL. NO.	PARAMETER	BQC REQUIREMENT	INFORMATION ON REFERRED EXISTING INSTALLATIONS	
			Reference.- 1	Reference- 2
2.3.2	Type of Project : Industrial Plant / Storage facilities / Infrastructure Project			
2.3.3	RCC works quantity	Min 2900 m <sup>3</sup>		
2.3.4	Structural & reinforcing steel works quantity	Min 425 MT		
2.3.5	Date of award of contract			
2.3.6	Date of commissioning			
2.3.7	Purchaser's Details			
	<ul style="list-style-type: none"> <li>Name (Company / Organisation)</li> </ul>			
	<ul style="list-style-type: none"> <li>Name of Contact Person</li> </ul>			
	<ul style="list-style-type: none"> <li>Address including Telephone No. / Fax No. / email ID</li> </ul>			
3.0	In case the Bidder does not possess experience of SI No – 1.2 (a) stated above and engages single or multiple Silo Engineering Sub Contractor(s), does the Silo Engineering Sub-contractor(s) qualifies SI No – 1.2 (a) stated above in respective function(s)?	YES / NO		
	If 'Yes', furnish following details:			
	Name of Silo Engineering Sub Contractor (s)			
	Name of Project(s)			
	Food Grain type			
	Total Storage Capacity (MT)			

**ANNEXURE – I TO NIT : EXPERIENCE RECORD PROFORMA (FOR BIDDER QUALIFICATION) FOR SIMILAR SUPPLY OF GOODS/WORKS/SERVICES**

**PROJECT- FOOD GRAIN STORAGE SILO PROJECT**

**BIDDING DOC.- AS/A951-000-PM-TN-4500/1001**

**VENDOR-**

SL. NO.	PARAMETER	BQC REQUIREMENT	INFORMATION ON REFERRED EXISTING INSTALLATIONS	
			Reference - 1	Reference - 2
	Storage silo construction			
	No. of Storage Silos	Min one (1)		
	Capacity of Silo (MT)	Min 3000 MT		
	Date of award of contract			
	Date of commissioning			
	Purchaser's Details			
	<ul style="list-style-type: none"> <li>Name (Company / Organisation)</li> </ul>			
	<ul style="list-style-type: none"> <li>Name of Contact Person</li> </ul>			
	<ul style="list-style-type: none"> <li>Address including Telephone No. / Fax No. / email ID</li> </ul>			
	In case the Bidder does not possess experience of SI No – 1.2 (b) stated above and engages single or multiple Civil & Structural Engineering Sub Contractor, does the Civil & Structural Engineering Sub Contractor(s) qualifies SI No – 1.2 (b) stated above?	YES / NO		
	If 'Yes', furnish following details:			
	Name of Civil & Structural Engineering Sub Contractor(s)			
	Name of Project			
	Type of Project : Industrial Plant / Storage facilities / Infrastructure Project			



**ANNEXURE – I TO NIT : EXPERIENCE RECORD PROFORMA (FOR BIDDER QUALIFICATION) FOR SIMILAR SUPPLY OF GOODS/WORKS/SERVICES**

**PROJECT- FOOD GRAIN STORAGE SILO PROJECT**

**BIDDING DOC.- AS/A951-000-PM-TN-4500/1001**

**VENDOR-**

SL. NO.	PARAMETER	BQC REQUIREMENT	INFORMATION ON REFERRED EXISTING INSTALLATIONS	
			Reference.- 1	Reference- 2
	RCC works quantity	Min 2900 m <sup>3</sup>		
	Structural & reinforcing steel works quantity	Min 425 MT		
	Date of award of contract			
	Date of commissioning			
	Purchaser's Details			
	<ul style="list-style-type: none"> <li>• Name (Company / Organisation)</li> </ul>			
	<ul style="list-style-type: none"> <li>• Name of Contact Person</li> </ul>			
	<ul style="list-style-type: none"> <li>• Address including Telephone No. / Fax No. / email ID</li> </ul>			

**INSTRUCTIONS TO BIDDERS:**

1. This proforma duly filled-in, stamped and signed shall be submitted along with the Bid for each experience separately.
2. **To establish, bidder meeting qualification criteria, following documents are to be submitted along with bid.**
  - a. **Copy of work order(s) / Contract agreement(s)**
  - b. **Completion certificate(s)/Commissioning Certificate(s) from Owner.**
  - c. **Other technical documents viz. data sheet, drawing etc. to establish that the Bidder meets BQC requirements.**
  - d. **MOU fulfilling the qualification criteria for the proposed Sub-Contractor(s), if applicable.**
3. The Supply/Works completed beyond 10 years need not be indicated here.

**ANNEXURE – I TO NIT : EXPERIENCE RECORD PROFORMA (FOR BIDDER QUALIFICATION) FOR SIMILAR SUPPLY OF GOODS/WORKS/SERVICES**

**PROJECT- FOOD GRAIN STORAGE SILO PROJECT**

**BIDDING DOC.- AS/A951-000-PM-TN-4500/1001**

**VENDOR-**

4. The list of Supply/Works, not of similar nature shall not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.
5. Since the information requested in this proforma shall be utilized to assess the Bidder's capability, it is in the interest of the Bidder to pick those cases out of total list of references which most closely match with the Bid requirement. The Bidder shall also ensure that all information asked for is furnished and the same is correct and complete in all respects. **Incomplete information could lead the bid being considered ineligible for further evaluation.**
6. **Incorrect information furnished in this proforma may render the bid/order liable for rejection at any stage of evaluation/ work execution, at the risk and cost of the bidder and the bidder may be blacklisted.**
7. For the referred installations, the bidder shall indicate the name of the User's contact person (along with his address, telephone no., fax no., e-mail id etc.) who may be contacted by the Purchaser/his representative, if felt necessary.
8. For certification and other requirements, refer commercial part of RFQ.

**FORMAT OF NET WORTH**

A. The Net worth of Mr. /Ms. / M/s ..... for last Financial Year ..... is Rs. .... Lakhs are 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 Loos 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 OF SOLVENCY CERTIFICATE

**Format 1**

No. ....  
To  
.....  
.....

This is to state that to the best of our knowledge and information, Mr. / Ms. / M/s ..... a respectable customer of our Bank and can be treated as good up to a sum of Rs. ....  
(Rupees in words .....). It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

For BANK  
MANAGER

Place :  
Date :

OR

**Format 2**

No. ....  
To  
.....  
.....

This is to certify that a per information available, Mr. / Ms. / M/s. ...., is solvent upto Rs. .... (Rupees .....). This certificate is valid for the period from ..... to ..... This certificate is issued without any guarantee or responsibility on the part of the Bank or any of its employees.

For BANKMANAGER

Place :  
Date :

**ANNEXURE-IV**

**AFFIDAVIT**

AFFIDAVIT OF..... S/o / D/o ..... ,  
resident of ..... EMPLOYED AS  
.....WITH .....  
HAVING OFFICE AT ..... PIN  
..... I, the above named deponent do hereby solemnly affirm and state as under  
:-

1. That I am the authorized representative and signatory of M/s .....
2. That the document(s) submitted, as mentioned hereunder, by M/s ..... along with the Bid document submitted under Covering Letter No. .... dated ..... towards Tender No. .... for ..... (Project) has / have been submitted under my knowledge.

Sl. No.	Document Reference No. & Date	Document Subject	Issuing Authority

3. That the document(s) submitted, as mentioned above, by M/s ..... along with the Tender Document towards Tender No. .... for..... 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 Affidavit is false and that this Affidavit 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 depose accordingly,

**DEPONENT**

**VERIFICATION**

I, ..... the deponent above named, do hereby verify that the factual contents of this Affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Verified at ..... on this .....day of ..... 20 .....

**DEPONENT**

**[On non-judicial stamp paper of appropriate value and affidavit to be attested by Notary]**

**BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT  
(On Non Judicial Stamp Paper of Appropriate Value)**

BG. NO.: \_\_\_\_\_

DATED: \_\_\_\_\_

VALID UPTO: \_\_\_\_\_

To,

Central Warehousing Corporation  
4/1 Sri Institutional Area, August Kranti Marg,  
Hauz Khas, New Delhi – 110016, India.

Dear Sir,

In consideration of Central Warehousing Corporation (herein after called "CWC" which expression shall include its successors and assigns), having agreed interalia to consider the tender of \_\_\_\_\_ (Name of the Tenderer) \_\_\_\_\_ having its Head Office/Registered Office at \_\_\_\_\_ (Address of the Tenderer) \_\_\_\_\_ (hereinafter called the "Tenderer" which expression shall include its successors and assigns), for the work of (Name of the Project/Work)

at \_\_\_\_\_ to be awarded under Tender No. \_\_\_\_\_ upon the Tenderer furnishing an undertaking from the Bank as hereinafter appearing in lieu of cash deposit of the Earnest Money.

We \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ a Bank constituted/Registered under the \_\_\_\_\_ Act, having our Head Office /Registered Office at \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay CWC at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or condition and without

reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to CWC, upto an aggregate limit of (Amount in figures and words).

AND THE BANK DO THEREBY FURTHER AGREES AS FOLLOWS:

1. This Guarantee/Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by CWC on the Bank until CWC discharges this Guarantee/Undertaking subject, however, that EIL shall have no claims under this Guarantee/Undertaking after the midnight of \_\_\_\_20\_\_\_\_ or any written extension(s) thereof.

PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this guarantee/undertaking shall stand automatically extended for all claims and demands made by CWC for further three months.

2. CWC shall have the fullest liberty reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time any wise to postpone and/or vary any of the powers, rights, and obligations exercisable by CWC against the Tenderer and either to enforce or to forbear from enforcing all or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said Earnest Money Deposit or the securities available to CWC or any of them and the Bank shall not be released from its liability under these Presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by CWC of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank specifically waives any and all contrary right whatsoever.

3. It shall not be necessary for CWC to proceed against the Tenderer before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Tenderer to CWC and notwithstanding that any such security shall at the time when claim is made against the Bank or proceeding taken against the Bank hereunder, be outstanding or unrealized.
4. The amount stated by CWC in any demand, claim or notice made with reference to this guarantee shall as between the Bank and CWC for the purpose of these Presents be conclusive of the amount payable by the Bank to CWC hereunder.
5. The liability of the Bank to CWC under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and CWC, the Tenderer and the Bank and/or the Bank and CWC or otherwise howsoever touching these Presents or the liability of the Tenderer to CWC, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Bank not to pay or for any cause withhold or defer payment to CWC under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to CWC in terms thereof.
6. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Bank or CWC.
7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by CWC to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.



8. Notwithstanding anything contained herein:

- (i) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);
- (ii) This guarantee/undertaking shall remain in force upto\_\_\_\_\_ and any extension(s) thereof; and
- (iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before\_\_\_\_\_ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

The Bank do thereby declare that Shri\_\_\_\_\_ who is authorized to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

This\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation:\_\_\_\_\_

Name of the Branch:\_\_\_\_\_

E-mail ID \_\_\_\_\_

Fax no. \_\_\_\_\_

**INSTRUCTIONS  
TO  
BIDDERS**

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**TO**  
**INSTRUCTIONS TO BIDDER (ITB)**

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**1.0 INTRODUCTION**

1.1 **CENTRAL WAREHOUSING CORPORATION**(hereinafter referred as “CWC” which expression shall for these Instructions to Bidders include any Consultant or other agency authorized to undertake the bidding process or any part thereof on behalf of the CWC) invites sealed Bids, under single stage two bid system, for the entire supplies and work covered under the Bidding Document on EPCC mode i.e. Engineering, Procurement, Construction & Commissioning (hereinafter for the purpose of these instructions collectively referred to as the “WORK”) based on the completion of the WORK within the time given in the “Time Schedule” in Appendix-1 to the Special Conditions of Contract. All bids are to be completed and returned in accordance with and within the time provided in these Instructions to Bidder.

**2.0 COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and delivery of its bid including (but not limited to) costs and expenses related to visits to the site(s) and other locations, and the cost of any tests, investigations, evaluations and consultations. The CWC will in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

**3.0 SITE LOCATION/SITE VISIT**

**3.1 SITE LOCATION**

The Project Site is located at Nabha city in the Indian State of Punjab.

**3.2 SITE VISIT**

3.2.1 The bidder is advised to visit and examine the site of works including the existing Railway track inside the complex of CWC and its surroundings thoroughly and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the Contract. Claims of any kind due to variation or ignorance of site conditions and environmental conditions will not be eligible in any circumstances.

3.2.2 The bidder and any of its personnel or authorised representatives will be granted permission by the CWC to enter upon its premises and lands for the purpose of such inspection. It is understood that as an implicit condition of such permission, the bidder, its personnel and/or authorised representative(s) shall be understood to have released and indemnified the CWC and its personnel from and against all liability in respect thereof and to have assumed all responsibility for personal injury (whether fatal or otherwise), loss of or damage to person or property and any other loss, damage, cost and expenses incurred as a result of such visit, including those sustained by any negligence or other act of tort on the part of the CWC and/or its personnel and Consultants. During such visits the Bidder shall abide by all the rules and regulations, as applicable.

3.2.3 For site visit, the bidder may contact:

SH. S.S.Cheema,  
Warehouse Manager, CWC (Base Depot) Nabha (Punjab)  
Pin – 147201  
e-Mail: [harmankang.cwc@gmail.com](mailto:harmankang.cwc@gmail.com)  
Mob. No.: 09417017015

**4.0 BIDDING DOCUMENTS**

The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms and conditions of Contract, specifications, drawings and other documents and to fully familiarize itself with the requirements of the Bidding Documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

Throughout this Bidding Documents, the term "bid" and "tender" and their derivatives ("bidder/ tenderer", "Bid/tender", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

**5.0 AMENDMENT OF BIDDING DOCUMENTS**

5.1 At any time prior to the deadline for submission of bids as well as upto priced bid opening, the CWC may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding Documents.

5.2 Any Amendment thus issued shall be part of the Bidding Documents. The Amendment will be hosted on the

e-tenderwebsite [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) or CWC website [www.cewacor.nic.in](http://www.cewacor.nic.in) or [www.tenderhome.com](http://www.tenderhome.com) or <http://eprocure.gov.in/epublish/app>.

The Bidders will be required to acknowledge receipt of any such Amendment to the Bidding Documents. Bidders shall confirm the inclusion of Amendment in their bid and shall follow the instructions issued along with the Amendment. Failure of the Bidder to submit Bid without taking cognizance of Amendment issued by CWC shall be liable for rejection.

5.3 Bidders shall examine the Bidding Documents thoroughly and inform the CWC of any apparent conflict, discrepancy or error, so that the CWC may issue appropriate clarification(s) or amendment(s), if required.

5.4 The CWC/Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

**6.0 LANGUAGE OF BIDS**

6.1 The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and the CWC, shall be written in English language only.

6.2 Any printed literature furnished by the bidder may be written in another language provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.

6.3 In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly

authenticated by Chamber of Commerce or any other Appropriate Authority of Bidder's country shall be submitted by the Bidder.

**7.0 PREPARATION/SUBMISSION OF BIDS**

7.1 No Physical Bid shall be permitted. The bids submitted online through CWC e-tendering Portal ([www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC)) shall only be considered for evaluation and ordering. Bidders are required to upload the Bid along with all supporting documents including Priced bid on the e-tendering website ([www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC)) only.

7.2 However, Bidders shall submit the following documents in ORIGINAL before the expiry of Bid Submission End Date:

1. Original EMD/Bid Security as per Clause 11.0 below.
2. Original Power of Attorney.
3. Original Signed and stamped Pre-contract Integrity Pact as per the format attached.
4. Documents in support of meeting qualification criteria in the form of booklet titled "**Documentation against Bidder Qualification Criteria against Bidding Document No.AS/A951-000-PM-TN-4500/1001.**"
5. Any other document to be submitted in original as per Bidding Document.

The address for submission of original documents is as follow:

Office of Chief Engineer,  
Central Warehousing Corporation,  
4/1, Siri Institutional Area,  
August KrantiMarg,  
HauzKhas,  
New Delhi-110016, India.

Phone No.: +91-11-26515177

7.3 All authenticated documents furnished by the bidder in support of meeting the BQC shall be as per provision of NIT(Notice Inviting Tender).

7.4 The e-Bid shall be submitted in three parts viz. PART-I, PART-II & PART-III in respective folders provided in the website:

- PART – I Earnest Money Deposit/ Bid Security  
PART – II Techno-commercial/ Un-priced Bid  
PART- III Price Bid

However, bidders are required to submit the following documents in original in the manner prescribed in the Bidding Document in sealed envelope titled "Original Documents for respective Bidding Document No." and shall be sent to Chief Engineer, Central Warehousing Corporation, 4/1, Siri Institutional Area, August KrantiMarg, HauzKhas, New Delhi-110016, India on the Bid submission Due Date.

- Power of Attorney
- EMD/Bid Security as per Clause 11.0 below.

- Any other document to be submitted in original as per Bidding Document.
- 7.5 The bidder is required to make a proposal in a format as outlined below in order to achieve the objective of maintaining a uniform proposal structure from all bidders.
- 7.6 The bid shall be submitted by uploading relevant document in respective covers provided in the e-tendering website.
- 7.6.1 BID SECURITY/EARNEST MONEY DEPOSIT: Copy of EMD/Bid Security in the form of Demand Draft/Pay Order/ Banker's Cheque or through e-Payment (NEFT/RTGS) from a scheduled bank/Nationalized Bank issued in favour of Central Warehousing Corporation, payable at New Delhi.
- 7.6.2 TECHNO-COMMERCIAL/UNPRICED BID: Unpriced Bids shall contain following documents;
- SECTION-I:**
- i) Letter of submission & Synopsis of the proposal.
  - ii) Form of Bid as per Proposal **FORM-A** including Annexure of Information about the Bidder.
  - iii) The Bidder shall along with its techno-commercial Bid submit one copy of the Table of Contents (also referred as Master Index) of the Bidding Document duly signed and stamped on each page, in token of having received the complete set of the Bidding Document and its acceptance.
  - iv) Copy of Power of Attorney of Bid Signatory as per the format enclosed as Annexure – 1 to ITB.
  - v) Declaration as per Proposal **FORM-B** duly signed & stamped by the bidder in token of having received and read all volumes of the commercial & technical documents and having accepted and considered the same in preparing and submitting the bid.
  - vi) Scanned copy of duly authenticated documents in support of meeting the Bidder's Qualification Criteria in line with BQC clauses of NIT along with **FORM-C**
  - vii) Signed & stamped copy of COMPLIANCE TO BID REQUIREMENT as per **FORM – N<sub>1</sub>**
- SECTION-II:**
- i) Deployment Schedule of construction equipment tools & tackles proposed for execution of work as per Proposal **FORM-C1**
  - ii) Detailed execution philosophy as per Proposal **FORM-D**.
  - iii) Details of proposed Organization for Home and Site Office as per proposal **FORM-E**
  - iv) Deployment Schedule of Supervisory personnel, as per **FORM-F**.
  - v) Project Schedule in the form of Bar Chart.

- SECTION-III:** i) Declaration about Bidder's Income Tax Liability in India as per Proposal **FORM-G**.  
iii) **Copy of PAN Card and Service Tax Registration.**  
iv) Information about any Current Litigation/Arbitration, if any, in which bidder is involved as per Proposal **FORM I**.
- SECTION-IV:** i) Reply to Commercial Questionnaire.  
ii) Un-priced copy of Schedule of Lumpsum Prices indicating Q/NQ (FORM- SP-0 to SP-9) duly stamped & signed on each page.
- SECTION-V:** i) Technical Details/ documents specified under "Technical Information Required along with Bid". Reply to Technical Questionnaire.  
ii) Information required for Assessment of Quantum of Work included elsewhere the Bidding Document.
- SECTION-VI:** Organization Details: In case the bidder is a Proprietorship Firm, Affidavit as per **Annexure – II** to ITB; in case the bidder is a Partnership Firm, certified copy of Partnership Deed; in case of a Company (whether Private or Public), certified copy of Certificate of Incorporation together with Memorandum and Articles of Association; and in any other case, certified copy of certificate of incorporation be submitted by the bidder.
- SECTION-VII:** Any other information required in the Bidding Documents or considered relevant by the Bidder, Including declaration in **FORM K** with regard to non-involvement of Indian Agents.
- SECTION-VIII:** Pre-contract Integrity Pact Agreement including its Covering Letter (Annexure- III to ITB) duly signed and stamped on each page.
- SECTION-IX:** Quality Assurance: A brief description of the bidder's QA system and a statement detailing how QA will be implemented for the Project.
- SECTION-X:** Check-List duly filled in as provided in the Bidding Document.

For convenience, the Bid shall be compiled in the form of specific Sections conforming to the above. In case of non-submission of above documents or submission of incomplete documents, the CWC reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Techno-commercial / Unpriced Bid.

7.6.3 Priced Bid shall consist of:

- (i) Form of Bid (Proposal **FORM-A**);
- (ii) Preamble to Schedule of Lumpsum Prices;



- (iii) Total Schedules of Lumpsum Prices as per formats (**FORM-SP-0 to FORM -SP-8**) given in the Bidding Documents duly completed in all respects.

This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected.

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price Part of the bid. Any condition if stipulated shall be treated as null and void and shall render the bid liable for rejection.

**7.7 Although all the details presented in this Bidding Document have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.**

- 7.8 The bid requirements are explicitly stated in the Bidding Documents. The Bidder is required to study these requirements in detail & make a proposal in an outline as defined above completely meeting these requirements. The offer must be complete in all respects, leaving no scope for ambiguity. It is in the interest of the Bidder to submit a complete & comprehensive proposal leaving no scope for CWC to raise or ask for any further questions or clarifications, with a view that the proposal may be evaluated only on the basis of what has been submitted by the bidder in the first instance in order to adhere to a very strict project schedule. Bidder's quotation is the responsibility of the bidder and no relief or consideration can be given for errors and omissions.

**8.0 PRICE BID**

- 8.1 The Bid price is to be filled in the formats given in Price Schedule.
- 8.2 The Total Lump sum Price shall be quoted in the **FORM SP-0** of the Price Schedule comprising the total of the Lumpsum prices given in **FORM -SP-1, FORM -SP-2 & FORM -SP-3**
- Lumpsum prices given in **FORM- SP-0** shall be quoted based on the Price of materials given in **FORM -SP-2 & FORM -SP-5** and price of services given in respective **FORM -SP-1, FORM -SP-3, FORM -SP-4 & FORM -SP-6** of the Price Schedule.

- 8.3 Each Bidder shall separately indicate in **FORM -SP-8**, the lumpsum amounts that it has considered and included in its bid as payable towards:

- (a) Central Sales Tax without Form 'C'.
- (b) Excise Duty & VAT without concessional Form on all materials supplied.
- (c) Service Tax on all services.
- (d) Custom duties payable against all imported materials. Capital goods required for this project are eligible for concessional duty for project import and are governed under project import regulations 1986 modified from time to time.

Such amount shall be calculated and included at the present applicable rate of the taxable value of such sale/service.

The lumpsum amounts indicated in **FORM SP-8** shall form the basis for calculating the variation (increase or reduction) in Central Sales Tax without Form 'C', Excise Duty, VAT without Concessional Form and Service Tax and custom duties payable by the CWC to the CONTRACTOR or refundable by the CONTRACTOR to the CWC, as the case may be, in accordance with the provisions in this behalf in the Special Conditions of Contract.

- 8.4 The CWC will not bear any liability towards payment of Safeguard Duty/ Anti-Dumping Duty applicable on import of any materials to India for the subject work. Therefore, the BIDDERS are expected to source such materials required for the execution of work only from domestic producers in India.
- 8.5 The prices quoted by the bidder shall remain firm and fixed and shall be valid until completion of the Contract performance and shall not be subject to variation on any account except as otherwise specifically provided in the Contract documents.
- 8.5A Counter trade proposals shall not be considered in the evaluation of Bids or otherwise.
- 8.6 **PRICE IN FORM SP-1 & FORM SP-2**
- 8.6.1 Total of prices of materials quoted in **FORM- SP-2** shall not exceed **40% (Forty percent)** of Total Lumpsum Price quoted in **FORM SP-0**.
- 8.6.2 Total of prices of Design and Engineering services quoted in **FORM- SP-1** shall not exceed **02% (Two percent)** of Total Lumpsum Price quoted in **FORM SP-0**.
- 8.6.3 In case the price(s) quoted exceed the limits specified under clause 8.6.1 and 8.6.2 above, the excess amounts shall be paid in the Final Bill provided the total Lumpsum Price (Total of **FORMS SP-1 & 2**) (given in **FORM SP-0**) does not increase on account of such payment.
- 8.6.4 It shall be the duty of the CONTRACTOR to duly observe and perform all laws, rules, regulations, orders and formalities applicable to Excise Duty, Sales Tax, VAT, Service tax, Customs Duty, Countervailing Duty etc. or any other applicable Taxes & Duties on the import, manufacture, sale and/or supply of any material to the CWC and performance of the works under the Contract. The CONTRACTOR shall keep the CWC indemnified from and against any and all claims, demands, prosecutions, actions, proceedings, penalties, damages, demurrages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.
- 8.6.5 For Imported Materials covered in the Form – SP-2, Bidder is expected to cover the price of materials as represented by the Supplier's invoice(s), the anticipated freight on the shipment of the imported goods, anticipated cost of procurement and profits. Similarly for indigenous materials covered in the **FORM- SP-2**, Bidder is expected to include ex-factory value of indigenous materials, anticipated cost of procurement & profits, as applicable, towards procurement and supply of indigenous materials.
- 8.6.6 Payment for materials to the extent indicated in the Bill of Materials shall be made on the basis of Supplier's invoice(s) and shall be made directly to the CONTRACTOR, who will be exclusively liable to pay the Supplier.
- 8.6.7 The unutilized prices of material while converting from supply to service shall be paid in the Final Bill and taxes & duties and income tax at source shall be to the CONTRACTOR's account.
- 9.0 **CURRENCIES OF BID AND PAYMENT**
- 9.1 Bidders shall quote the price for all materials and services required as per Bidding Document in Indian Rupees Only.
- 9.2 CWC shall not issue any concessional form for state VAT and Central State Tax (CST).

10.0 **INVOLVEMENT OF AGENT**

10.1 CWC shall deal directly with the CONTRACTORS abroad without involving any agent. Each bidder shall be required, along with the bid to give a declaration in Proposal **FORM K** that no Agent is involved in the transaction.

11.0 **EMD/BID SECURITY**

11.1 Each bidder shall, as part of his bid, furnish EMD/Bid Security for an amount indicated in the Notice Inviting Tender. Bids not accompanied by the required EMD/Bid security shall be considered as non-responsive and shall be rejected.

11.2 Earnest Money Deposit (EMD)/Bid Security as mentioned above shall be submitted within the Bid Submission End Date. EMD shall be submitted in the form of Demand Draft/ Pay Order/ Bankers Cheque of a Scheduled bank/ Nationalised bank issued in favour of Central Warehousing Corporation, payable at New Delhi through e-payment (NEFT/RTGS) as per the details given below.

Beneficiary Name: Central Warehousing Corporation

Account No.: 601501011001058

Bank: Vijaya Bank

IFSC Code: VIJB0006015

Earnest Money Deposit (EMD) shall be valid upto 2 months beyond the validity of the bid

11.3 Exemption of EMD/Bid Security will be applicable for Micro or Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handlooms or any other Body specified by Ministry of Micro, Small and Medium Enterprise provided that certificate issued by the relevant agency is valid on the date of Un-priced Bid Opening. MSEs seeking exemption of EMD should enclose a attested / self-certified copy of valid registration certificate, giving details such as validity, stores/ services etc. Scanned copy of Registration certificate should be uploaded in the e-procurement website.

11.4 Bidders are required to submit the EMD in original prior to expiry of Bid submission end date & time in sealed envelope at CWC office and are required to upload the scanned copy of EMD on e-tendering Portal along with e-Bid. EMD in original shall be submitted in a sealed envelope titled "Earnest Money Deposit for Bidding Document No. **AS/A951-000-PM-TN-4500/1001**". Bidder must upload the scanned copy of EMD on CWC Portal along with the e-bid. Swift message/Cheque/Cash shall not be acceptable. In case bidder fails to upload scanned copy of EMD on e-tendering Portal or unable to submit original EMD at CWC Office, New Delhi by the bid submission end date & time, such bid shall not be considered for evaluation.

11.5 An unsuccessful bidder's Bid Security will be discharged or returned as promptly as possible upon award of Contract to the successful bidder. The successful bidder's Bid Security will be discharged or returned upon the bidder executing the Contract, and furnishing the Bank Guarantee towards

Security Deposit as elsewhere specified in the Bidding/Contract Documents.

11.6 The EMD/Bid Security may be forfeited:

(a) If a Bidder withdraws its bid during the period of Bid Validity; or submits multiple bids / alternative bids;

**OR**

(b) If a bidder modifies his bid on his own.

**OR**

(c) In case of a successful bidder, if the bidder fails, within the specified period:

(i) To sign the Contract

**And**

(ii) To furnish the Bank Guarantee towards Security Deposit/ Contract Performance.

12.0 **PERIOD OF VALIDITY OF BIDS**

12.1 Bids shall remain valid for minimum<sup>4</sup> (four) months from the date of opening of the bid (technical bid). A bid valid for a shorter period may be rejected by the CWC as non-responsive.

12.2 Notwithstanding the above, the CWC may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing.

12.3 A bidder may refuse the request for extension of validity of the Bid. In such case bidder will be allowed to withdraw his bid without forfeiting his bid Security.

12.4 A bidder accepting the request for extension shall not be permitted to modify his bid because of the extension including change in prices, unless specifically invited to do so. If a Bidder still deviates or changes prices, its bid shall be rejected and EMD shall be forfeited.

13.0 **NUMBER OF BIDS**

13.1 Only those bidders who have downloaded the Bidding Documents from portal are eligible to submit bids. Bids submitted by any other person/entity will be liable to be rejected.

13.2 Alternative bids will not be considered.

14.0 *PRE-BID MEETING*

14.1 The bidder or his authorized representative(s), is advised to attend a pre-bid meeting in the office of CWC at New Delhi. The purpose of the meeting will be to clarify issues and to answer questions on any matter pertaining to the Tender conditions that may be raised at that stage by Bidders who have downloaded the Bidding Document.

14.2 The bidder may submit any queries/clarification/information pertaining to Bidding Documents in writing by e-mail as per Proposal **FORM M** enclosed in the Bidding Documents so as to reach CWC not later than the date specified in the Notice Inviting Tender(NIT). Queries/ Clarifications/ Information sought in any other manner shall not be responded to.

14.3 The CWC's responses to Bidder's queries/clarifications raised will be uploaded on the e-tender website [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) and/or CWC website [www.cewacor.nic.in](http://www.cewacor.nic.in) to all who have downloaded the

Bidding Document. Any modification of the Bidding Document which may become necessary as a result of the pre-bid meeting/conference, shall also be uploaded on the e-tender website [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC), CWC website [www.cewacor.nic.in](http://www.cewacor.nic.in), [www.tenderhome.com](http://www.tenderhome.com) and <http://eprocure.gov.in/epublish/app> through the issue of an Amendment. Such amendments shall form part of the Bidding Document.

15.0 *FORMAT AND SIGNING OF BID*

15.1 The bid shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid.

15.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case, such corrections shall be signed in full by the person or persons signing the bid.

16.0 *BIDDING DOCUMENTS AND DEVIATIONS*

16.1 One complete set of Bidding Document shall be available on e-tender website [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC) or CWC website [www.cewacor.nic.in](http://www.cewacor.nic.in) or [www.tenderhome.com](http://www.tenderhome.com) or <http://eprocure.gov.in/epublish/app>. However, bids are to be submitted strictly on e-tendering website ([www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC)).

16.2 Bidder shall submit the bid strictly based on the terms and conditions and specifications contained in the Bidding Document. No deviation to the terms and conditions of the Bidding Document is acceptable and if any deviation remains unacceptable to CWC and Bidder does not withdraw such deviation, the offer shall be liable for rejection. Bidders shall confirm compliance to Proposal as per **FORM L**.

17.0 **SUBMISSION OF BIDS**

17.1 No Physical Bid shall be permitted. The bids submitted online through **CWC e-tendering** Portal ([www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC)) shall only be considered for evaluation and ordering. Bidders are required to upload the Bid along with all supporting documents including Priced bid on the e-tendering website ([www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC)) only.

18.0 **DEADLINE FOR SUBMISSION OF BIDS**

18.1 The e-bid must be submitted on or before the date and time specified in the Notice Inviting Tender (NIT).

18.2 The CWC may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the CWC and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

19.0 **PRICES TO BE IN FIGURES AND WORDS**

19.1 The bidder shall fill the Schedule of Lumpsum Prices both in figures as well as in words in the Price Schedule forming part of the Bidding Documents, in such a way that interpolation is not possible. The tendered amount for the work shall be entered in the Price schedule and duly signed by the bidder.

19.2 When there is a difference between the prices in figures and words, the price in words shall prevail.

- 19.3 In case of any contradiction between the Lump sum price(s) in **FORM SP-0 to SP-6**. The Lump sum Prices quoted shall prevail in following order:
- (1) Lump sum Price quoted in **FORM SP-0**
  - (2) Total of Lump sum Price quoted in **FORM SP-1, FORM SP-2 & FORM SP-3**.
  - (3) Total of Lump sum price quoted in **FORM SP-4, FORM SP-5 & FORM SP-6**.
- 19.4 Total Lumpsum Price quoted in **FORM SP-0** shall govern in case of contradiction and further break-up of prices shall be corrected accordingly.
- 20.0 **CORRECTIONS**
- 20.1 Bidders are required to fill in the tender documents with due care so as to avoid any cuttings/corrections/alterations in the entries made in their bids.
- 21.0 **LATE BIDS/ UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE**
- 21.1 No bid will be received after the deadline of submission of bid.
- 21.2 Unsolicited bids or bids being submitted to address other than one specifically stipulated in the bid documents will not be considered for opening / evaluation / award.
- 22.0 **MODIFICATION AND WITHDRAWAL OF BIDS**
- 22.1 The Bidder may modify or withdraw its Bid after the Bid's submission but prior to the expiry of bid submission end date & time prescribed for submission of Bids by selecting the "Re-Submission" option available in the e-tender portal.
- 22.2 No bid shall be modified subsequent to the deadline for submission of bids.
- 22.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder. Withdrawal of a bid during this interval shall result in the forfeiture of bidder's EMD/Bid security.
- 23.0 **OPENING OF BIDS BY CWC**
- 23.1 The CWC will open Unpriced Bids online through e-tender portal ([www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC)), in the presence of Bidder's representative(s) duly authorized to attend such opening by a person competent and having the Power of Attorney to bind the Bidder. The Bidder's representative(s) who choose to attend and are present shall sign the opening statement evidencing their attendance.
- 23.2 The Bidder's names and the presence or absence of the requisite Bid Security/EMD, and such other details as the CWC may, at its discretion, consider appropriate, will be announced and recorded at the opening.
- 24.0 **CLARIFICATION OF BIDS**
- 24.1 To assist in the examination, evaluation and comparison of bids, the CWC may, at its discretion, ask the bidder for a clarification of his bid. All responses to a request for clarification shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by CWC. Details for the clarifications / missing documents are as under:

(A) Following missing documents as called for after scrutiny of technical bids as submitted by the bidders, should not be of a date later than the date of submission of bid.

- i. Experience Certificate.
- ii. Audited balance sheet and statement of Profit & Loss for preceding three financial years.
- iii. Service Tax Registration.
- iv. PAN card.
- v. Partnership deed in case tender is a partnership firm.

Or

Certificate of Incorporation, Memorandum of association and Articles of association in case tenderer is a company.

- vi. Valid registration certificate of MSEs registered with prescribed agency. (applicable for MSEs)
- vii. Power of attorney / Board resolution in favour of signatory(ies) duly attested by notary as per Annexure-I.
- viii. Solvency Certificate.
- ix. The document mentioned in clause 5.1.4 of the Notice Inviting Tender of the tender documents.

(B) The following missing documents as called for after the scrutiny of technical bid which are generally not in the nature of statutory documents and they explain the position existing in the past, if such missing documents are asked from the bidder, they can be of a date after the date of last date of submission of the bids.

- i. Net Worth Certificate.
- ii. Form B on P-68 for declaration by the bidder regarding bidding document. .
- iii. Affidavit of proprietary firm as per Annexure-II(P-55).
- iv. Affidavit as per Form A on P-65 to 67 as FORM OF BID .
- v. Pre-contract integrity pact.

24.2 If desired by the CWC, the Bidder shall be prepared to give presentation on salient features of his bid including but not limited to Project Execution Methodology.

24.3 **Bidder to note that Non-Compliant bids may be rejected and that clarifications may not be sought if sufficient compliant bids are received. Therefore bidders in their own interest, should submit “Zero Deviation Bid” at the first instance.**

25.0 **TECHNO-COMMERCIAL EXAMINATION OF BIDS**

25.1 The CWC will examine or cause to be examined the bids to determine whether they are complete, whether required bid securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 25.2 The bids without requisite EMD shall not be considered and bids of such bidders shall be rejected.
- 25.3 The CWC will determine to its subjective satisfaction whether the bidder has submitted a responsive bid and is qualified to satisfactorily perform the WORK, and such determination shall not be open to question.
- 25.4 The determination will also take into account the bidder's financial and technical capabilities, as well as such other qualifications as the CWC deem necessary and appropriate.
- 26.0 **BID EVALUATION CRITERIA**
- 26.1 CWC shall examine & evaluate whether the bidder is meeting the Qualification Criteria as per Notice Inviting Tender (NIT). Bids of the Bidders not meeting the Qualification Criteria shall not be considered for further evaluation.
- 26.2 Prior to detailed bid evaluation, the CWC will determine the substantial responsiveness of each bid with respect to the Bidding Documents. A substantially responsive bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Documents, the CWC's rights or the bidder's obligations as envisaged in the Bidding Documents, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further examination of only such bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by the CWC.
- 26.3 All documents furnished by the bidder in support of meeting the BQC shall be duly certified and authenticated as mentioned in NIT.
- 26.4 The recommendation for price opening shall be formulated after taking into account the following aspects:
- a. Bidder's qualification as per requirements given in Notice Inviting Tender (NIT)
  - b. Technical acceptability of the Bids.
  - c. Holiday Status of the bidders as decided by CWC database
  - d. Commercial acceptability of bids based on Compliance to requirement of Bidding Document as per Cl. 26.1 & 26.2 above.
- 27.0 **COMPLETE SCOPE OF SUPPLIES/WORK**
- 27.1 The complete scope of supplies and work/services has been defined in the Bidding Documents. Only those bidders who take complete responsibility and who bid for the complete scope of supplies and work/services as contained in the Bidding Document shall be considered for further evaluation.
- 27.2 If the CONTRACTOR is required to engage a Sub-Contractor for any part of work, then such Sub-Contractors shall have prior proven experience of similar work and shall require specific approval by CWC after award of work.



Following the notification of Acceptance of Bid, the CONTRACTOR will submit to the CWC for approval the details of Sub-Contractors in line with requirement of SCC.

The list of construction Sub-Contractors proposed in the Bids by the Bidders shall be considered as indicative only.

- 27.3 If a proposed sub-contractor has been approved by the CWC/EIL, the CONTRACTOR shall not replace such approved sub-contractor with another sub-contractor without obtaining the CWC prior approval for the proposed replacement.
- 27.4 The Bidder shall along with the bid furnish its Project Execution Plan, taking into consideration of total 10 months time provided.
- 27.5 The Project Execution Plan shall be submitted as per following basic guidelines:
- 27.5.1 As a minimum following activities shall be performed by the CONTRACTOR directly and shall not be sub-contracted:
- (i) Overall Project Management
  - (ii) Planning, Scheduling, Monitoring
  - (iii) Procurement Services including procurement (except for procurement of cement, steel & alloy steel)
  - (iv) Quality Control
  - (v) Construction Management
  - (vi) Commissioning
- 27.5.2 Bidder shall identify the key persons responsible for the above activities of work by identifying the relevant persons and submitting the bio-data of such Personnel:

**Project Management, Planning, Scheduling, Monitoring & Procurement**

- Project Manager for this work stationed at site

**Construction Management**

- Resident Engineer
- Lead Construction Engineer for disciplines, as applicable
  - Civil/Structural
  - Mechanical Equipment
  - Electrical
  - Instrumentation
  - Safety Officer
  - QA/QC Engineer

**Project Engineering Management**

- Lead Engineer for all disciplines as applicable as per requirements such as:
  - Civil/Structural
  - Pressure Vessels
  - Rotary Equipment
  - Mechanical / Static Equipment
  - Electrical
  - Instrumentation
  - Commissioning

Bidder shall furnish the bio-data of all key personnel as mentioned above who are to be deployed for this project work.

- 27.5.3 Progress Schedule shall be monitored by a Senior Executive of the Bidder's Company and all actions required to arrest the failure/delays shall be initiated by them at the appropriate time. Such action plan document shall be sent by the CONTRACTOR's home office to the designated officer of CWC/EIL.
- 27.5.4 Bidder shall ensure that the Project Execution Plan submitted by it are adequate for completing the work in all respects within the time schedule specified elsewhere in the Bidding Document. All details as mentioned above shall be submitted along with Bid in the first instance.

28.0 **OPENING OF PRICE BIDS**

- 28.1 Substantially responsive bidders will be shortlisted by the CWC for opening of price part of their bids. Date, time and venue for opening of price bids will be informed to the shortlisted bidders subsequently.
- 28.2 The price bids for technically and commercially acceptable Bidders will be opened through CWC e-tendering Portal ([www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC)) in the presence of Bidder's representative who choose to attend, on the date and time to be intimated. The bidder's name, bid price and such other details as the CWC at its discretion may consider appropriate, will be announced at the opening of price bids.

29.0 **EVALUATION AND COMPARISON OF PRICES**

- 29.1 In evaluating the bids, the CWC will determine for each bid the evaluated Bid Price by adding the prices for following items:
- a) Total Lumpsum Price indicated in **FORM SP-0**
- CWC shall consider the lowest evaluated bid which is technically and commercially acceptable for Placement of Order. In case of tie in the evaluated prices, Bidder having maximum average Annual Turnover as per BQC Financial Criteria amongst the tied bidders shall be considered for Award.

30.0 **UTILITIES**

- 30.1 The CONTRACTOR shall so design and select the equipment/materials considering the economy of consumption of utilities, and minimum effluent or pollution discharge.

31.0 **REBATE**

- 31.1 No suo-moto reduction in price(s) by bidders is permissible after opening of the bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

32.0 **CONTACTING CWC**

- 32.1 A bidder shall not contact the CWC on any matter relating to his bid from the time of bid opening to the time that the Contract is awarded, unless requested to do in writing. Any effort by a bidder to influence the CWC in the CWC's decisions in respect of bid evaluation or contract award will result in the rejection of that bidder's bid.

- 32.2 However, A Bidder may seek clarifications regarding Bidding Document Provisions, Bidding Process and/or rejection of his bid. CWC shall respond to such requests within reasonable time.
- 33.0 **CWC'S RIGHT TO ACCEPT/REJECT BIDS**
- 33.1 The CWC also reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the ground of CWC's action.
- 33.2 It is observed that many bidders indulge in trading in contracts by entering into undisclosed back-to-back arrangements for the whole or a substantial portion of a CONTRACTOR's obligations under the contract. Consequently, if a bidder proposes to enter into any such arrangements upon a successful award of work or has in place any such arrangement which will become operative upon the award of work, the bidder must make a complete disclosure of such arrangement or proposed arrangement in its proposal, and all provisions applicable to sub-contractor(s) in terms of Bidding Documents shall apply to such arrangements.
- 33.3 If the existence of such an undisclosed arrangement is reasonably apprehended by the CWC in the case of a bidder, the CWC may reject such bidder's bid as being not responsive.
- 33.4 If such an undisclosed arrangement is discovered after the award of work, such arrangement(s) shall be deemed to constitute an assignment of contract and a ground of termination pursuant to the provisions of termination under the Special Conditions of Contract / General Conditions of Contract.
- 33.5 After opening of price bid if the party increases the price, though within the validity period, and even though bid remains the lowest, the same will be rejected and EMD shall be forfeited.
- 34.0 **NOTIFICATION OF AWARD**
- 34.1 The CWC will notify the successful bidder in writing by letter and/or by Fax of Acceptance/e-Mail that his bid has been accepted. The Acceptance of Bid will constitute the formation of Contract.
- 35.0 **CONTRACT AGREEMENT**
- 35.1 Contract documents for agreement shall be prepared after the notification of Acceptance of Bid. Until the formal Contract is signed, the Bidding Documents and Addendum(s) and any modifications thereto and/or therefrom agreed upon by the CWC read with the bidder's final bid shall be considered as Contract.
- 35.2 The Contract document thus shall consist of the following:
- a) Original Bidding Documents issued with its enclosures including General Conditions of Contract, Special Conditions of Contract, drawings etc.
  - b) Amendment to Bidding Documents issued, if any.
  - c) The notification of Acceptance of bid.
  - d) The Detailed Letter of Acceptance and accepted price-schedule.
  - e) Integrity Pact Agreement
  - f) Formal Contract

36.0 **SIGNING OF CONTRACT**

- 36.1 The CONTRACTOR (shall execute a formal Contract with the CWC in the Form of Contract forming part of the Bidding Documents within 15 (Fifteen) days from the date of issue of Detailed Letter of Acceptance on a non-judicial stamp paper of Delhi State (India) and of appropriate value. The cost of non-judicial stamp paper shall be borne by the CONTRACTOR.

37.0 **CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)**

- 37.1 Within 15 (Fifteen) days from the date of Notification of Award of works by the CWC, the successful bidder shall furnish a CPBG for an amount equal to 5% (Five percent) of the Price in the form of Bank Guarantee(s) issued by a Bank in India acceptable to the CWC recognized as Scheduled Bank by the Reserve Bank of India/ Indian Nationalized Banks. The Bank Guarantee shall be as per the prescribed format enclosed in the Bidding documents. Each page of the Bank Guarantee must be stamped & signed by the authorized signatory(ies) of the Bank. Corrections, if any, must also be initialed by the authorized signatory(ies) of the Bank. The Bank is required to send a copy of the Bank Guarantee(s) in confirmation directly to the CWC.

38.0 **PRICE OF BIDDING DOCUMENT**

- 38.1 Not Applicable.

39.0 **CONFIDENTIALITY OF DOCUMENTS**

- 39.1 Bidders shall treat the Bidding Documents and contents therein as strictly confidential.

40.0 **FRAUDULENT PRACTICES**

- 40.1 The CWC requires that Bidder/Vendor/ Contractor observe the highest standard of ethics during the award/execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the CWC, and includes collusive practice among bidders ( prior to or after bid submission ) designed to establish bid prices at artificial non-competitive levels and to deprive the CWC of the benefits of free and open competition.

- 40.2 The CWC will reject a bid for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.

Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids, if the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.

- 40.3 In case, the information/ document furnished by the Bidder/vendor/Contractor forming basis of evaluation of his bid is found to be false/ forged/ tampered/ manipulated after the award of the contract, CWC shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/Vendor/ Contractor without any prejudice to other rights available to CWC under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.

- 40.4 In case, this issue of submission of false document comes to the notice after execution of work, CWC shall have full right to forfeit any amount due to the

Bidder/Vendor/Contractor along with forfeiture of CPBG/Security Deposit furnished by the Bidder/Vendor/Contractor.

- 40.5 Further, such Bidder/Vendor/ Contractor shall be put on Blacklist/ Holiday/Negative List of CWC debarring them from future business with CWC for a time period of 5 years.

**41.0 PROJECT SPECIFIC ACCOUNT**

For the benefit of the Project, it is desired that the CONTRACTOR shall maintain Project Specific Bank Accounts, with a bank approved by the CWC to ensure that finances released by the CWC, line of credit received from the lenders to meet working capital requirements and all revenues & other receipts arising from the CONTRACT and under any agreements are deposited into such Account(s). Withdrawals and appropriations during the Contract Period, at any relevant time, from such Account(s) shall be made only for the purpose of Project/Project Facilities and Services.

42. **CLARIFICATION FOR DOWNLOADING/UPLOADING OF TENDER :**

In the event of any clarification required for downloading/uploading of the tender, clarification may be had from , Mr. ShibuYadavendra ( Mb: 8800115946) of M/s KEONICS, No. 29/1, Race Course Road, Bangalore-560001.

**Annexure - I**

**FORMAT FOR POWER OF ATTORNEY TO AUTHORISED 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 (Name of work), including signing and submission of applicable / 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.

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 :

Witness 2 :

**Annexure – II**

**AFFIDAVIT**  
**(For Sole Proprietary Firm)**

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 :  
DEPONENT  
Date :

**VERIFICATION**

Verified that the contents of my above said affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed there from.

Place :  
DEPONENT  
Date :

**Annexure – III**

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid/pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ between on one hand, the Central Warehousing Corporation (A Govt. of India Undertaking), 4/1 Siri Institutional Area, HauzKhas, New Delhi, India acting through Superintending Engineer/Executive Engineer, Central Warehousing Corporation (A Govt. of India Undertaking) (hereinafter called the "CORPORATION" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, (Name of the contractor) (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CORPORATION proposes to Construct ----- MTC godowns alongwith -----at and the BIDDER is willing to execute the items of work /Section as per schedule of work, the work order issued, General conditions of the contract of CWC and CPWD specifications.

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership firm constituted in accordance with the relevant law in the matter and the corporation is a PSU performing its functions on behalf of the Ministry of Consumer Affairs, Food and Public Distribution, New Delhi, Govt. of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:



1. **Commitments of the Corporation**

- 1.1 The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

3. **Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or

forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.

- 3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956

- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION

#### 4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any

country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of **Rs.....** (to be specified in NIT) as Earnest Money, with the CORPORATION through any of the following instruments:

- (i) Bank Draft or a Pay Order or Banker's cheque of a scheduled/nationalized bank in favour of Central Warehousing Corporation payable at New Delhi.
- (ii) Any other mode or through any other instrument (to be specified in the NIT).

5.2 The Earnest Money/Security Deposit and performance guarantee shall be valid for the period as per the relevant terms & condition of the contract

5.3 No interest shall be payable by the CORPORATION to the BIDDER on Earnest Money/Security Deposit/performance guarantee for the period of its currency and upto their validity.

6. **Sanctions for Violations**

Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the CORPORATION to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country

other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores/work such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation/rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.,
- (x) Forfeiture of Performance Bond in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The CORPORATION will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

#### 7. **Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the

BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the CORPORATION, if the contract has already been concluded.

8. **Independent Monitor**

The CORPORATION has appointed Mr. Shan Nawaz Ali, Flat no. 301, SMR's Oosman Vinay Heights, Kaishav Nagar, Mettuguda, Secundrabad (TS)-500017 as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the Parties accept that the monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CORPORATION or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall

provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the CORPORATION.

11. **Other Legal Actions**

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the CORPORATION and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

CORPORATION

BIDDER

Name of the Officer

Designation

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

# **PROPOSAL FORMS**

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**FORM-A**

**FORM OF BID**  
(To be filled by the Bidder)

**Serial No.**

**Date:**

**From**

To  
Central Warehousing Corporation  
New Delhi.

Dear Sirs,

Having examined the Bidding Documents consisting of the Invitation for Bid, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Specifications, Technical requirements, Time Schedule, Form of Contract, Form of Bid, Price Schedule and Amendment(s) to the Bidding Documents (if any), and having understood the provisions of the said Bidding Documents and having thoroughly studied the requirements of Central Warehousing Corporation relative to the work for in connection with the **CONSTRUCTION OF RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE SILOS AT CENTRAL WAREHOUSE (BASE DEPOT) AT NABHA (PUNJAB)** and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport, communication facilities and access to site, the availability and suitability of borrowed earth areas, the availability of land and/or premises for temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relevant to the formulation of the Bid and the performance of Work, I/we hereby submit our bid/offer for the performance of the proposed services and supplies in accordance with the terms and conditions and within the time mentioned in the Bidding Documents at the lump sum price quoted by me/us in the Price Schedule(s) included within the Bidding Documents and arrived at by adding the Price of Materials and the Price of Supplies as per the Price Schedule. If the Work is awarded to me/us, I/we undertake to perform the Work and make the supplies in accordance with the Contract Documents as defined in the Form of Contract forming part of the Bidding Documents and accept the terms and conditions of Contract as laid down therein and undertake within 15 (Fifteen) days of receipt of the Letter/FAX of Acceptance to deposit with the Central Warehousing Corporation a Contract Performance Bank Guarantee from any Indian Nationalized / Scheduled Bank for an amount equivalent to 05% (five percent) of the awarded Contract Price and to commence work at the job site(s) involved within 60 (Sixty) days from the Acceptance of Bid, and to sign the formal Contract in terms of the Form of Contract forming part of the Bidding Documents within 15 (Fifteen) days of receipt of the Letter of Acceptance from or on behalf of Central Warehousing Corporation, failing which Central Warehousing Corporation shall be at liberty, without further reference to me/us and without prejudice to any of its other rights or remedies, to terminate the Contract.

I/ We further undertake to keep my/our this Bid/offer open for a period of not less than 4 (four) months from the date of opening of bids specified in the Instruction to Bidders forming part of the Bidding Documents.

I/We hereby further state that I/We/None of us (in the case of partnership firm) was/were employed as Directors of Central Warehousing Corporation during the period of 2 (Two) years immediately preceding the date hereof OR I/We hereby declare that I Shri..... one of our partners (in the case of partnership firm) was employed as a director in Central Warehousing Corporation, during the period of 2 (Two) years immediately preceding the date hereof and that Shri ..... OR I/We has/have obtained previous permission of Central Warehousing Corporation to make this Bid. I/We hereby declare that Shri ..... one of directors was employed as a director of Central Warehousing Corporation during a period of 2 (Two) years immediately preceding the date hereof and that Shri ..... I/We has / have obtained previous permission of Central Warehousing Corporation to make this Bid.

I/We have annexed to this Bid the following documents:

- (i) Original Power of Attorney or other proof of authority of the person who has signed the Bid or Copy of Power of Attorney or other authority duly certified by a Notary Public in proof of authority of the person who has signed the Bid:
- (ii) Information Regarding Bidder in the form annexed to the Form of Bid.
- (iii) Information regarding construction organisation and equipment in the form annexed to the Form of Bid.
- (iv) Table of Contents (Master Index) of the Bidding documents, as issued duly signed as a token of receipt of the complete set of the Bidding Document.
- (v) Additional documents as listed below:  
.....  
.....  
.....  
.....

I/We hereby undertake that the statements made herein and the information given in the Annexures referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling Central Warehousing Corporation to avoid or terminate any resultant Contract.

I/We further undertake as and when called upon by Central Warehousing Corporation to produce for its inspection, original(s) of the documents(s) of which copies have been annexed hereto.

Yours faithfully,  
(Signature(s) of the Bidders(s))

Name & Designation of authorised person signing the Bid on behalf of the Bidder(s)  
Full Name and address of the Bidder(s)

**ANNEXURE TO FORM-A**

**INFORMATION ABOUT BIDDER**

**1. In Case of Individuals.**

- 1.1 Name of Business
- 1.2 Whether his business is registered
- 1.3 Date of commencement of business
- 1.4 Whether he pays Income Tax over Rs. 1,00,000/- per year.

**2. In case of Partnership.**

- 2.1 Name of partners
- 2.2 Whether the partnership is registered
- 2.3 Date of establishment of firm
- 2.4 If any of the partners of the firm pays Income Tax over Rs. 1,00,000/- per year, State which of them pays the same.

**3. In case of Limited Liability Company  
or Company Limited by Guarantee**

- 3.1 Amount of paid up capital
- 3.2 Name of Directors
- 3.3 Date of the Registration of Company

(Signature of the Bidder)  
Name and address of the Bidder

**FORM-B**

DECLARATION BY THE BIDDER REGARDING BIDDING DOCUMENT

We \_\_\_\_\_ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Documents (including but not limited to) the Commercial & Technical Requirements/ Specifications and that our Bid has been prepared accordingly in compliance with the requirements stipulated in the said documents.

We are submitting the Table of Contents of Bidding Documents and amendments, if any, as part of our Bid duly signed and stamped on each page in token of our acceptance. We are not submitting the total Bidding Document as part of our Bid but undertake that the complete Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, all the parts shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of these documents as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

**SIGNED FOR AND ON BEHALF OF**

\_\_\_\_\_  
**(NAME OF BIDDER)**

**PLACE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NOTE:** This declaration should be signed by the Bidder's representative who is signing the Bid.

**FORM-C**

**DETAILS OF SPECIFIC EXPERIENCE FULFILLING QUALIFICATION CRITERIA**  
**(AS CALLED FOR IN "EXPERIENCE CRITERIA REQUIREMENT" OF NOTICE INVITING BID / INVITATION FOR BIDS FOR QUALIFICATION OF THE BID)**

**Name of Bidder:** \_\_\_\_\_

Furnished below are the details required for meeting the qualifying requirements as called for in Experience Criteria of NIT:

(For applicability mark  $\checkmark$  and Non applicability mark X in  )

S. NO.	DESCRIPTION	DETAILS
1.	Name of project, location	
2.	Description of Work	
3.	Contract Value	
	(a) Awarded	
	(b) Final Executed	
4.	Name of Owner, Postal Address, Phone/Fax No./e-mail	
5.	Name of Consultant, Postal Address, Phone/ Fax No./e-mail	
6.	Name of Units along with capacity	
7.	Completion Dates	<ul style="list-style-type: none"> <li>• Date of award _____ :</li> <li>• Effective _____ Date _____ of _____ Contract: _____</li> <li>• Starting date _____ :</li> <li>• Scheduled _____ Completion _____ Date: _____</li> <li>• Actual Completion Date _____ :</li> </ul>

S. NO.	DESCRIPTION	DETAILS
		<p>_____</p> <ul style="list-style-type: none"> <li>• Delay in months, if any : _____</li> <li>• Reasons for delay, if any : _____</li> </ul>
8.	<b>Type of Project</b>	<p><b>Whether this work is for:</b> <b>CONSTRUCTION OF RAIL LINKED FOOD GRAIN STORAGE AS A PACKAGE</b> YES NO</p>
9.	Supporting Document for Experience Criteria	<ul style="list-style-type: none"> <li>• Whether copy of Work Order/ Contract Agreement /Schedule of Rates enclosed YES <input type="checkbox"/> NO <input type="checkbox"/></li> </ul> <p>Ref. No.: _____ dated _____</p> <p><b>Awarded Value of Work</b> _____</p> <ul style="list-style-type: none"> <li>• Whether Completion Certificate / Final certified bills enclosed. YES <input type="checkbox"/> NO <input type="checkbox"/></li> </ul> <p>Ref. No.: _____ dated _____</p> <p><b>Final Completed value of work</b> _____</p> <ul style="list-style-type: none"> <li>• Whether Client Certificate for Performance of work enclosed. YES <input type="checkbox"/> NO <input type="checkbox"/></li> </ul> <p>Ref. No.: _____ dated _____</p>
10.	Whether Worked as Contractor directly with Client or Sub-contractor of Contractor	<p>Executed the Work as</p> <ul style="list-style-type: none"> <li>• Main Contractor <input type="checkbox"/></li> <li>• Sub-contractor <input type="checkbox"/></li> </ul>

S. NO.	DESCRIPTION	DETAILS
11.	<b>Basis of work Execution</b>	<ul style="list-style-type: none"> <li>• Individual <input type="checkbox"/></li> </ul>
12.	<b>Scope of work executed by your organisation</b>	<ul style="list-style-type: none"> <li>• Residual process design <input type="checkbox"/></li> <li>• Detailed Engineering <input type="checkbox"/></li> <li>• Project Management <input type="checkbox"/></li> <li>• Procurement Services <input type="checkbox"/></li> <li>• Procurement and Supply <input type="checkbox"/></li> <li>• Construction <input type="checkbox"/></li> <li>• Construction Management <input type="checkbox"/></li> <li>• QA/QC <input type="checkbox"/></li> <li>• Startup and Pre-commissioning <input type="checkbox"/></li> <li>• Commissioning Assistance <input type="checkbox"/></li> <li>• Commissioning <input type="checkbox"/></li> </ul>
13.	<b>Details of Sub-contractors along with scope of work, if any</b>	
14.	<b>Completion Status</b>	<p><b>Specify Date of –</b></p> <ul style="list-style-type: none"> <li>• Mechanical <span style="float: right;">Completion</span>                      .....</li> <li>• Commissioning                      .....</li> <li>• Performance Guarantee Runs                      .....</li> <li>• Handing over plant to Owner                      .....</li> <li>• Put into operation                      .....</li> <li>• Whether proof of PG Test Run enclosed.</li> </ul>

S. NO.	DESCRIPTION	DETAILS	
		Yes	No
15.	<b>Health and Safety Records</b>	<ul style="list-style-type: none"> <li>• Frequency Rate</li> <li>• Severity Rate</li> </ul>	
16.	<b>Whether following documents enclosed</b>	<ul style="list-style-type: none"> <li>• Copy of work order/notification for award specifying the contract value and min. Capacity <input type="checkbox"/></li> <li>• Copy of Proof of Completion <input type="checkbox"/></li> <li>• A Proof that plant has been under operation Last 1 year <input type="checkbox"/></li> <li>• Proof of PG Test Run completion <input type="checkbox"/></li> <li>• Whether above documents are authentic <input type="checkbox"/></li> </ul>	
17.	Supporting Document for Qualification Criteria	<ul style="list-style-type: none"> <li>• Whether Work Order/ Contract Agreement / Schedule of Rates / Final certified bills / Completion Certificate is enclosed.</li> </ul> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>If Yes, (Please tick mark <math>\checkmark</math> the applicable)</p> <ol style="list-style-type: none"> <li>1. Work order : Yes / No</li> <li>2. Contract Agreement : Yes / No</li> <li>3. Schedule of Rates : Yes / No</li> <li>4. Final certified bills : Yes / No</li> <li>5. Completion Certificate : Yes / No</li> </ol> <ul style="list-style-type: none"> <li>• Whether Annual Turnover and P&amp;L account Statement for all the financial years as mentioned in NIT is enclosed.</li> </ul> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>	
18.	<b>Sourcing of Permanent materials</b>	Countries such as ----- ----- -----	



S. NO.	DESCRIPTION	DETAILS	
19.	Confirm that you are meeting the Commercial Criteria as per NIT Cl. 5. 2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
20.	Confirm that you are meeting the Financial Criteria as per NIT Cl. 5. 3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
21.	<b>CONFIRMATIONS</b>	<b>BIDDER'S CONFIRMATION</b>	
21.1	Confirm that the above work has been completed within last 10 years period as mentioned in NIT.	Confirmed	
21.2	Confirm that the above work is not an In-house work experience.	Confirmed	
21.3	Confirm that the information/documentation furnished in this proforma are correct and in case of any original document is required by Owner/EIL the same shall be submitted for verification.	Confirmed	
21.4	Confirm that all information/documentation for the work to be considered for qualification is furnished in this proforma along with supporting documents as detailed in Cl. No. 5.5 of NIT. Non submission of above required information /documentation may lead to rejection of bid.	Confirmed	
21.5	Confirm that all documents furnished by the bidder in support of meeting the experience & financial criteria of BQC have been duly authenticated as per NIT.	Confirmed	

**Note:**

1. Confirmed that information furnished as per this format are correct and in case of any original document is required by Owner/Consultant, the same shall be submitted by us for verification.
2. Confirmed that Photocopy of the documents submitted by us in support of our Experience Criteria is mirror image of the original document. In case some area has been omitted while taking the Photocopy of original then in such event we have identified such area.

**SIGNATURE OF BIDDER** : \_\_\_\_\_  
**NAME OF BIDDER** : \_\_\_\_\_  
**COMPANY SEAL** : \_\_\_\_\_

**FROM-C1**

**DEPLOYMENT SCHEDULE OF CONSTRUCTION EQUIPMENT**

SL. NO.	DESCRIPTION	CAPA-CITY	DEPLOYMENT SCHEDULE (IN MONTHS)										TOTAL
			1	2	3	4	5	6	7	8	9	10	
1													
1.1													
1.2													
1.3													
1.4													
1.5													
1.6													
1.7													
1.8													
1.9													
1.10													

**(STAMP & SIGNATURE OF BIDDER)**

**FORM-D**

**SUBJECT: METHODOLOGY OF EXECUTION**

In this Proposal FORM, Bidder shall detail out **Methodology of Execution** of work, as detailed in Technical volume of Bidding Document:

In this Exhibit, Bidder shall furnish the following:

1. Methodology of execution of residual basic design and detailed engineering considering/ furnishing
  - Availability of 3D modelling with PDS/PDMS software alongwith details such as number of work stations, available experienced manpower etc.
  - Availability of latest IT communication system and Engineering Documentation Management & control & Transfer of deliverables
  - Exposure of engineering company for above software
  - Key personnel to be deployed by main bidder, either at Bidder's design office or design office of Engineering sub-contractor, for review, approval and monitoring.
  
2. Methodology of Construction Execution covering.
  - Mobilization of heavy duty crane for installation of heavy lifts mentioned under (3) below.
  - Monsoon working
  - Extent of mechanization of construction processes/equipment
  - Expediting of material/equipment
  
3. Heavy Lifts (Bidder to specify.)

**(STAMP & SIGNATURE OF BIDDER)**

**DATE:**

**FORM-E**

**DETAILS OF PROPOSED ORGANISATION**

The Bidder shall submit herein details of Head Office and Project/Site Organisation proposed to be deployed for execution of work. Bidder shall also furnish the bio-data of Site-in-Charge and key personnel to be deployed meeting the minimum criteria specified in the SCC.

Bidder understand that the said proposal represents the minimum deployment and the Bidder acknowledges that the said deployment may have to be augmented with additional number and/or categories, if required if directed by Engineer-in-Charge in order to compete the work within the completion schedule and quoted lumpsum price.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**DEPLOYMENT SCHEDULE OF SUPERVISORY PERSONNEL**

SL. NO.	DESCRIPTION	DEPLOYMENT SCHEDULE										TOTAL MAN-MONTHS
		1	2	3	4	5	6	7	8	9	10	

\_\_\_\_\_  
 (STAMP & SIGNATURE OF BIDDER)

**DECLARATION OF BIDDER'S INDIAN INCOME TAX LIABILITY**

(TO BE GIVEN ON BIDDER'S LETTERHEAD)

We, \_\_\_\_\_, hereby declare that we have no outstanding Indian Income  
Tax liability

OR

We, \_\_\_\_\_, hereby declare that we have an outstanding Indian Income  
Tax liability of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) made up as follows:

Assessment Year

Amount

Total: \_\_\_\_\_

\_\_\_\_\_

The said amount(s) is/are outstanding for the following reasons:

(State reasons).

We have furnished the following securities to secure payment(s) of the said outstanding:

(State securities (if any) and amounts secured)

**SIGNATURE OF THE BIDDER** : \_\_\_\_\_

**NAME OF THE BIDDER** : \_\_\_\_\_

**DATE:**

SUBJECT: FINANCIAL DETAILS

- A. BANK DETAILS - NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE/FAX \_\_\_\_\_
- B. CREDIT FACILITIES AVAILABLE WITH COMPANY \_\_\_\_\_  
(Banker's letter may be enclosed)
- C. ENCLOSE RECENT SOLVENCY CERTIFICATE FROM BANKER
- D. DEBT EQUITY RATIO  
(i) 2013 - 2014 :  
(ii) 2014 - 2015 :  
(iii) 2015 - 2016 :
- E. ENCLOSE LETTER FROM YOUR BANKER/SELF THAT THE  
AGENCY IS NOT UNDER LIQUIDATION, COURT RECEIVERSHIP  
OR SIMILAR PROCEEDINGS

Central Warehousing Corporation  
Food Grain Storage Silo Project, Nabha (Pb)

**FORM-I**

**SUBJECT: LITIGATION/ARBITRATION DETAILS**

**In this Exhibit, Bidder shall furnish details of litigation/arbitration cases of the Bidder during the last 5 years.**



**EXCEPTIONS AND DEVIATIONS**

SL. NO	BIDDING DOCUMENT REFERENCE			SUBJECT	DEVIATION
	PART NO./ VOLUME	PAGE NO.	CLAUSE NO.		

- NOTE :
1. If unavoidable, Bidder may stipulate deviations to the requirements of the Bidding Document only in this format.
  2. Bidder shall furnish Technical and Commercial deviations, if any, separately. Also, Technical deviations shall be furnished separately for each discipline I i.e. Process, General Civil, Structural, Architectural, Mechanical Equipment, Rotating Equipment, HMTD, Electrical, Instrumentation, Construction etc.
  3. Any deviations stated elsewhere in the bid shall not be taken into account and may render the bid non-responsive and liable to be rejected.

STAMP & SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_

DATE:

**PROFORMA OF CERTIFICATE OF  
NON-INVOLVEMENT OF AGENT**

Where Indian Agent/Consultant/Representative/Retainer/Associates is not involved, the bidder shall certify in the proforma given below on its letterhead.

This is to Certify that we have not engaged/involved any Indian Agent/Representative/Consultant/Retainer/Associates who is not our employee for the purposes of accompanying bid or any resultant Contract and therefore, no Agent's/Retainer's/Representative's/Consultant's/Associate's commission is payable in India or abroad against or in connection with any resultant Contract.

**SIGNATURE OF THE BIDDER** : \_\_\_\_\_

**NAME OF THE BIDDER** : \_\_\_\_\_

**DATE:**

**FORM- L**

**FORMAT OF LETTER OF WAIVER OF CONDITIONS / DEVIATIONS**  
**(ON COMPANY'S LETTERHEAD)**

Name of Work :

Bidding Document No :

We \* hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other condition whatsoever of the Bidding Documents and all Addenda / Corrigenda / Clarifications issued by CWC/ EIL

We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the final price bid submitted may be treated to conform to, in all respects, with the terms and conditions of the said tender documents including all Addenda / Corrigenda.

\*\*

For & on behalf of

Authorised signatory

\* Here fill in the name of bidder.

\*\* The Letter of Waiver must be signed by the person (s) authorised to sign.

Central Warehousing Corporation  
 Food Grain Storage Silo Project, Nabha (Pb)

**FORM-M**

**FOR BIDDER'S QUERIES FOR PRE BID DISCUSSION**

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	OWNER'S REPLY
	PAR T/VO L.	Page No.	Claus e No.	Subject		

**NOTE: The Pre-Bid Queries may be sent by e-mail to: [enggdivision@gmail.com](mailto:enggdivision@gmail.com)**

**NAME OF BIDDER** : \_\_\_\_\_ **SIGNATURE OF BIDDER** : \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMPLIANCE TO BID REQUIREMENT**

We hereby confirm that we have gone through and understood the Tender Document and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum (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 Tender have 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 alongwith the Technical Bid.**

# **COMMERCIAL QUESTIONNAIRE**

<b>SL. No.</b>	<b>CWC's QUERRY</b>	<b>BIDDER's REPLY/ CONFIRMATION</b>
1.	Please confirm that Master Index Document along with Amendment, if any, duly signed and stamped on each page has been submitted along with the Bid.	
2.	Confirm that all pages of the Bid have been numbered in sequential manner.	
3.	Confirm that Bid has been submitted in as per Instructions to Bidders.	
4.	Confirm that you have studied complete Bidding Document including Technical and Commercial Part and your Bid is in accordance with the requirements of the Bidding Document.	
5.	<p>Confirm that the price part does not include any stipulation, deviation, terms &amp; conditions, presumption, basis etc.</p> <p>In case any stipulation, deviation, terms &amp; conditions, presumption, basis etc. is mentioned in the price part, the same shall be treated as null and void.</p>	
6.	Confirm your compliance to total scope of work mentioned in the Bidding Document.	
7.	<p>Confirm your acceptance for 'SCOPE OF SUPPLY' mentioned in the Bidding Document.</p> <p>Please note that scope of supply mentioned in the Bidding Document is not limitative and except for the material specifically identified as that to be issued by OWNER, CONTRACTOR's scope shall include supply of all materials required for completion of Work irrespective of whether such materials are mentioned in the Bidding Document or not.</p>	
8.	Confirm your acceptance for Time Schedule as mentioned in Appendix-1 to Special Conditions of Contract.	

SL. No.	CWC's QUERRY	BIDDER's REPLY/ CONFIRMATION
9.	<p>Confirm that your quoted price includes following taxes/duties, insurance etc: -</p> <p>i) Taxes/levies as per provisions of Bidding Document.</p> <p>ii) Insurance as per provision of Bidding Document.</p>	
11.	<p>Confirm that your Bid is substantially responsive to the requirements of the Bidding Document, and you have not stipulated any <b>material deviation</b> and submitted all details as specified in the Bidding Document.</p>	
12.	<p>Confirm that while proposing the list of construction equipments, you have considered the following eqpts:</p> <ul style="list-style-type: none"> <li>- Cranes of adequate capacity</li> <li>- Induction Pipe Bending Machine</li> <li>- DG Sets</li> <li>- Compressors</li> <li>- Spray Painting Machines</li> <li>- Test pumps</li> <li>- Adequate nos. of Welding Machines</li> <li>- All relevant civil construction eqpts.</li> <li>- All Electrical eqpts.</li> <li>- All Instrumentation eqpts.</li> </ul>	
13.	<p>Confirm that you have proposed adequate project/site organisation with supervisory personnel having qualification and experience.</p>	
14.	<p>Confirm that all costs resulting from safe execution of Work, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the CONTRACTOR for execution of Work are included in the Lumpsum Price.</p>	



<b>SL. No.</b>	<b>CWC's QUERRY</b>	<b>BIDDER's REPLY/ CONFIRMATION</b>
15.	Please confirm that all safety rules & regulations as mentioned in Bidding Document or notified at later date by OWNER during execution shall be adhered by CONTRACTOR within Lumpsum Price.	
16.	Confirm that the following safety precautions shall be followed by CONTRACTOR as mandatory: <ul style="list-style-type: none"> <li>- Use of safety goggles while grinding</li> <li>- Use of helmet/ safety shoes</li> <li>- Crane movement area to be barricaded</li> <li>- Cylinders of flammable gases to be stacked upright</li> <li>- Earthing of equipment to be made proper</li> <li>- Toe boards to be provided in scaffolding platforms</li> <li>- Excavations to be properly shored/ slopped</li> <li>- Safety net for construction.</li> </ul>	
17.	Confirm the following: - "The planning schedule, S-curves, manpower estimates, construction equipment deployment schedule etc; submitted by the bidder with his bid, are indicative and shall not be basis for extra compensation in case actual needs are higher. Detailed planning schedule developed by CONTRACTOR after Contract award may be subject to fluctuations depending upon actual progress of the project and available Work front. Co-ordination and making available by CONTRACTOR of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely completion of all Work as per OWNER's construction and priority schedule and in accordance with the available Work front are to be included in the	

<b>SL. No.</b>	<b>CWC's QUERRY</b>	<b>BIDDER's REPLY/ CONFIRMATION</b>
	<p>pricing".                      Notwithstanding the above provision, the bidder shall submit these details in accordance with the volume of work, which may be reviewed and commented by us during pre award stage/ post award stage.</p>	
18.	<p>Please furnish the bio data of key personnel including nominated Project Director Project Manager, Engineering Manager, Engineering Co-ordinator, Purchase Manager, QA/QC Manager, Commissioning Manager, Commissioning Engineer, etc. These will be reviewed and approved by Engineer-in-charge.</p>	
19.	<p>Please confirm that your Lumpsum Price includes cost towards third party inspection if any.</p>	
20.	<p>Please note that the scope of this bid package is on turnkey basis, with single point responsibility to CONTRACTOR including residual process design, detailed engineering, procurement, supply, fabrication, project management, inspection, expediting, construction, erection, installation, testing, start-up pre-commissioning, commissioning, performance guarantee runs and handing over the plant to OWNER.                      The scope of work mentioned under various sections shall not be considered as limitative and CONTRACTOR's scope shall include completion of any activities of work not mentioned in the bid package but required to complete the Work in all respects and making it functional.</p>	
21.	<p>Please confirm that the CONTRACTOR shall supply all chemicals, consumables required for pre-commissioning as per provision of Bidding Document.</p>	
22.	<p>Please confirm that you have</p>	

<b>SL. No.</b>	<b>CWC's QUERRY</b>	<b>BIDDER's REPLY/ CONFIRMATION</b>
	considered this Contract as indivisible works contract and not divisible contract.	
23.	The safety measures as mentioned in GCC/SCC shall not be considered as limitative. The CONTRACTOR will be required to develop their stringent safety measures and submit the same to Engineer-in-charge with the provision of a dedicated safety group closely monitoring the construction activities in all working shifts.	
24.	Please confirm that your sub contractor for construction shall be meeting the requirements as specified in Special Conditions of Contract including the provision of GCC. Also that the agency for executing Electrical work shall have a valid licence for carrying out the Work in the state of Punjab.	
25.	Confirm that your bid is valid for 4 Months from the final due date of opening of Techno-commercial (Un-priced) Bids.	

**(STAMP AND SIGNATURE OF BIDDER)**

## CONDITIONS OF CONTRACT

### DEFINITIONS:

1. The '**Contract**' means the documents forming the tender and acceptance thereof and the formal agreement executed between the Central Warehousing Corporation and the Contractor, together with the documents referred to therein including these conditions, the specification, designs, drawings and instructions, issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expression shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
  - i) In the expressions '**Works**' or '**Work**' shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - ii) The '**Site**' shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - iii) The '**Contractor**' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative or such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual or firm or company.
  - iv) The '**Corporation/ Corpn./Department**' means the **Central Warehousing Corporation**.
  - v) The '**Engineer-in-Charge**' means the Superintending Engineer/ Executive Engineer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Central Warehousing Corporation.
  - vi) '**Accepting authority**' shall mean the authority of Central Warehousing Corporation.
  - vii) '**Excepted Risk**' are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Corporation on the part of the Works in respect of which a certificate of completion has been issued or a cause solely due to faulty design of works.

- viii) Market rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed.
- ix) Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates applicable.
- x) Department** means CWC or any department of Government of India which invites tenders on behalf of the Corporation.
- xi) District specifications** means the specifications followed by the State Government in the area where the work is to be executed.
- xii) Tendered value** means the value of the entire work as stipulated in the letter of award.
- xiii) Date of commencement of work:** The date of commencement of work shall be the date of start as specified in letter of acceptance as indicated in the tender document.

**SCOPE AND PERFORMANCE:**

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

**WORKS TO BE CARRIED OUT:**

6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works in this LSTK project.

**SUFFICIENCY OF TENDER:**

7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise

provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

### **DISCREPANCIES AND ADJUSTMENT OF ERRORS:**

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between the Schedule of Quantities, the specifications and / or the Drawings, the following order of preference shall be observed: -
  - i) Description of Schedule of Quantities in the LSTK project to be borne out from the scope of work.
  - ii) Particular Specification and Special Condition, if any.
  - iii) Drawings to be provided by vendor and approved by PMC.
  - iv) C.P.W.D. Specifications/the specifications of EIL.
  - v) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be deciding authority with regard to the intention of the documents and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

### **SIGNING OF CONTRACT:**

9. The successful bidder/ contractor, on acceptance of his tender by the Accepting Authority shall, within the period specified in the letter of acceptance/work order shall sign the contract consisting of:-
  - i) The Press Notice, Tender Notice, Notice Inviting Tender, all the documents including drawings, if any forming the tender document as issued/downloaded by the tenderers from the website at the time of invitation of tenders and acceptance thereof together with any correspondence leading thereto and correspondence related with the verification of credentials and bar chart submitted by the tenderer alongwith the performance guarantee.
10. The contractor will have to sign a **Pre-Contract Integrity Pact** in the enclosed Performa for the contract having estimated cost of Rs. 2.00 crore and above.

## CLAUSES OF CONTRACT

### **Performance Guarantee**      **CLAUSE 1.**

(i) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified elsewhere from the date of issue of letter of acceptance. This period can be further extended by the EIL/CWC upto a maximum period of 10 days on written request of the contractor stating the reasons for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any Scheduled/ Nationalised Bank /Banker's Cheque of any Scheduled/ Nationalised Bank /Demand Draft of any Scheduled/ Nationalised Bank /Pay order of any Scheduled/ Nationalised Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Guarantee Bonds of any Scheduled/ Nationalised Bank or the State Bank of India in accordance with the form annexed hereto.

ii) A letter of acceptance shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period. Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

iii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus defect liability period. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance guarantee extended to cover such enlarged time of completion of work and shall remain valid for a period of not less than 3 (three) months after the expiry of extended defect liability period. The performance guarantee shall be returned to the contractor, without any interest in accordance with the provision of Clause 17.

iv) The Engineer-in-Charge shall not make a claim under the Performance Guarantee except for amounts to which the Corporation is entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance guarantee.

(b) Failure by the contractor to pay Corporation any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

c) In the event of the contract being determined or rescinded under provisions of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Corporation.

**(Recovery of Clause 1A  
Security  
Deposit)**

The person/persons whose tender(s) may be accepted (herein after called the contractor) shall permit Corporation at the time of making any payment to him for work done under the contract to deduct a sum @ 5% (five percent) of the gross amount of each running bill till the sums along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the upto date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by the Corporation by way of security deposit unless contractor has deposited the amount of security at the rate mentioned above in cash

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Department on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash in favour of the Engineer-in-charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders will be treated as part of the security deposit.

The security deposit as deducted above can be released against bank guarantee issued by a Scheduled/ Nationalised Bank, on its accumulations to a minimum of Rs.5.00 Lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5.00 Lakh. Provided further that the validity of bank guarantee shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.



## CLAUSE 2.

***Compensation for delay*** "If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Corporation on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief Engineer/EXECUTIVE ENGINEER (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in clause 5 or that the work remains incomplete

This will also apply to items or group of items for which a separate period of completion has been specified.

*Compensation for delay of work : @ 1.5% per month of  
delay to be computed  
on per day basis*

Provided always that the total amount of compensation to be paid under this condition shall not exceed 10% of the tendered value or to the tendered value of the item or group of items of work for which a separate period of completion is originally given.

The amount of Compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Corporation. In case, the contractor does not achieve a particular milestone mentioned elsewhere, the reschedule mile stone (s) in terms of clause 5.4, the amount shown against that milestone shall be with held, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However if the contractor with the progress of work on the subsequent mile stone (s), the with held amount shall be released in case the contractor fails to make up for the delay in subsequent mile stone, amount mentioned against each mile stone missed subsequently also shall be with held. However, no interest, whatsoever shall be payable on such with held amount.

## CLAUSE 3

***When contract can be determined***

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-charge.

iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

iv) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

v) If the contractor shall offer or give or agree to give to any person in Corporation service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Corporation.

vi) If the contractor shall enter into a contract with Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge.

vii) If the contractor had secured the contract with Corporation as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity agreement.

viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or re-construction ) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do , or if any applications be made under any Insolvency Act for the time being in force for the sequestration of his

estate or if a trust deed be executed by him for benefit of his creditors.

ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Corporation shall have powers:

a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination, the earnest money deposit, security deposit already recovered and performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Central Warehousing Corporation.

b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above course (s) being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

### CLAUSE 3A

"In case, the work cannot be started due to reasons not with in the control of the contractor within 1/8<sup>th</sup> of the stipulated time for completion of work, either party may close the contract. In such eventuality, the earnest money deposit and the performance guarantee of the contractor shall be refunded but no payment on account of interest, loss or profit for damages etc. shall be payable at all."

***Contractor liable to pay compensation even if action not taken under clause 3***      **CLAUSE 4** In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected.

In the event of Engineer-in-Charge putting in force or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-incharge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-charge) all or any tools, plants, material and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/ or any part thereof paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable at current market rate to be certified by Engineer-in-Charge, whose certificate thereof shall be final and binding on the contractor, clerk of the works, foreman or other authorised agent to remove such tools, plants material or stores from the premises (within a time to be specified in such notice) in the

event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the Certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

***Time Extension for delay***      **& CLAUSE 5:** The time allowed for execution of the Works or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10<sup>th</sup> day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default

in commencing the execution of the work as aforesaid Central Warehousing Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee absolutely."

5.1 As soon as possible after the contract is concluded the Contractor shall submit a Time and Progress Chart for each milestone and get it approved from the Engineer-in-charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the date of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) to complete the work.

5.2 If the work(s) be delayed by: -

- (i) force majeure or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work or.
- (v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the contract or
- (vi) Non-availability of stores, which are responsibility of Corporation to supply or
- (vii) Non-availability or break down of tools and plant to be supplied or supplied by the Corporation or
- (viii) Any other cause, which, in the absolute discretion of the authority beyond the contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- 1.3. Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

"In any such case the authority may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and

reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor."

**Measurement of Work Done** **CLAUSE 6.** Engineer-in-Charge shall, except or otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and / or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorised representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

If however, contractor raise any objection regarding the measurements within a week from the date of records of measurements, in such event, the Engineer-in-charge at his sole discretion may review the same and the decision of Engineer-in-charge shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items, which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurements issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorised representative in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorised representative In-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charges' consent being obtained in writing, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorised representative may cause either themselves or through another officer of the Corporation to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

**Payment on intermediate certificate to be regarded as advances**

**CLAUSE 7.** No payment shall be made for a work, estimated to cost rupees twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rupees twenty thousand the interim or running account bill shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of Corporation in triplicate on or before the date of every month fixed for the same by the Engineer-in-charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances for material collected, if any.

Engineer-in-charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10<sup>th</sup> working day after the day of presentation of the bill by the contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of

material issued by the Corporation or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge the period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustments of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the Corporation to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the Competent Authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Assistant Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

**Completion  
Certificate and  
completion  
plans**

**CLAUSE 8.** Within ten days of the completion of the work, the contractor shall give notice of such completion of the Engineer-in-Charge and within three months of the receipt of such notice the Chief Engineer/ EXECUTIVE ENGINEER as the case may be shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/ or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his / their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work,



the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

**Contractor to  
Keep Site  
Clean**

**CLAUSE 8A.** When the annual repairs and maintenance of works are carried out, splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In Case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

**Completion  
Plans to be  
Submitted by  
the Contractor**

**CLAUSE 8 B** The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part – I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15,000 (Rs. Fifteen thousand only) as may be fixed by the Engineer-in-Charge concerned and in this respect the decision of the Engineer-in-Charge shall be final and binding on the contractor.

***Payment of  
Final Bill***

**CLAUSE 9.** The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of final certificate of completion furnished by the Chief Engineer/Superintending Engineer/Executive Engineer/ as the case may be, whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorised Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.

- i) If the Tendered value of work is up to Rs.5 lakhs : 3 months
- ii) If the Tendered value of work exceeds Rs.5 lakhs : 6 months

***Payment of  
contractor's  
Bills to Banks***

**CLAUSE 9A.** Payment due to the contractor may, if so desired by him be made to his bank registered financial, co-operative or thrift societies or recognised financial institutions instead of direct to him, provided that the Contractor furnishes to the Engineer-in-Charge (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, cooperative or thrift societies or recognised financial institutions to receive payments, and (2) his own

acceptance of the correctness of the account made out as being due to him by Corporation or his signature on the bill or other claim preferred against Corporation before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, cooperative or thrift societies or recognised financial institutions. While the receipt given by such bank; registered financial, cooperative or thrift societies or recognised financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall, whenever possible, present his bills duly receipted and discharged through his bank, registered financial, cooperative or thrift societies or recognised financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial cooperative or thrift societies or recognised financial institutions any rights or equities *vis-à-vis* the Corporation.

**CLAUSE 10, 10A, 10B, 10C & 10CC:** Stand deleted.

***Dismantled  
material -  
Corporation  
Property***

**CLAUSE 10D.** The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc., as Corporation's property and such materials shall be disposed off to the best advantage of the Corporation according to the instruction in writing issued by the Engineer-in-Charge

***Work to be  
executed in  
accordance  
with  
specifications  
drawings  
order, etc.***

**CLAUSE 11.** The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards material and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instruction in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract agreement.

The contractor shall comply with the provision of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

***Deviations/  
Variations  
Extent and  
Pricing***

**CLAUSE 12**The Engineer-in-charge shall have power (i) to make alteration in, omissions from, additions to; or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or any other reasons and the

contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition, alteration shall not exceed 1.25 times of Tendered amount.

12.1. The time for completion of the works shall , in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

i) In the proportion which the additional cost of the altered, additional or substituted work bears to the original tendered value plus

ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

#### **Clause 12.2**

#### **Deviation, Extra Item and Pricing**

##### **A. For Project and original works:**

In the case of extra item (s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within 15 days of receipt of order or occurrence of the items claim rates, supported by proper analysis, for the work and Engineer-in-Charge shall within one month of receipt of claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the rates so determined.

##### **B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration:**

In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

#### **Deviation, Substituted Items:**

##### **A. For Project and original works:**

In the case of substituted items(items that are taken up with partial substitution

or in lieu of items of work in the contract), the rate for agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para:

- (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of difference between the market rates of substituted item and the agreement item (to be substituted).
- b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of difference between the market rates of substituted item and the agreement item (to be substituted).

**B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration:**

In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/below quoted contract amount.

Payment of Substitute items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

**Deviation, Deviated quantities, Pricing:**

**A. For Project and original works:**

In the case of contract items, substituted items, contract – cum- substituted items, the contractor may within 15 days of receipt of order or occurrence of the excess claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within one month of receipt of claims supported by analysis after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

**Clause 12.3:**

**A. For Project and original works:**

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work and the Engineer-in-charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration and reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the

expiry of the said period of fifteen days having regard to the market rates.

**12.4:** The contractor shall send to the Engineer-in-Charge once every three months an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the EXECUTIVE ENGINEER may authorise consideration of such claims on merits.

**12.5:** The following works shall be treated as works relating to foundation unless and otherwise defined in the contract:

- i) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- ii) For abutments, piers and well steining: All works up to 1.2 m above the bed level.
- iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures: All works up to 1.2 m above the ground level.
- iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2m above the ground level.
- v) For basement: All works up to 1.2m above ground level or up to floor 1 level whichever is lower.
- vi) For Roads: All items of excavations and filling including treatment of sub base.

**12.6.** Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

***Foreclosure  
of contract  
due to  
Abandon-  
ment or  
Reduction in  
Scope of  
Work***

**CLAUSE 13.** If at any time after the acceptance of the tender Corporation shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be

utilised on the work to the full extent in view of the foreclosure.

i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.

ii) Corporation shall have the option to take over contractor's material or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, Corporation shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Corporation cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

iii) If any materials supplied by Corporation are rendered surplus, the same except normal wastage shall be returned by the contractor to Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Corporation stores, if so required by Corporation shall be paid.

iv) Reasonable compensation for transfer of T&P from site to contractor's permanent stores or to his other works, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.

v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer-in-Charge furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the dates of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Corporation as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Corporation from the contractor under the terms of the contract.

#### CLAUSE 14.

**Carrying out  
part work at  
risk & cost  
of  
contractor.**

If contractor :

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-charge; or

- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- (iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Corporation, by a notice in writing to take the part work/part incomplete work of any items(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and /or
- (b) Carry out the part work/part incomplete work of any items(s) by any means at the risk and cost of the contractor.

The Engineer-in-charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/part incomplete work of any items(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Corporation because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-charge as to the value of work done shall be final and conclusive against the contractor provide always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Corporation are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Corporation in completing the part work/part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Corporation as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Corporation in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues

recoverable from the contractor under the contract and if thereafter there

remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

***Suspension  
of Work***

**CLAUSE 15.** i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- a. on account of any default on the part of the contractor or;
- b. for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- c. for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

- ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
  - a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
  - b) If the total period of all such suspensions in respect of an item or group of items of work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/ or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.
- i) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been



suspended and if such permission is not granted within that time, the

contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Corporation or where it affects whole of the works, as an abandonment of the works by Corporation, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Corporation, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and / or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Provide further, that the contractor shall not be entitled to claim any compensation from Corporation for the loss suffered by him on account of delay by Corporation in the supply of materials in Schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the State/Country or any reasonable cause beyond the control of the Corporation.

*Action in  
case work  
not done as  
per  
specifications.*

**Clause 16** :All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-In-charge, his authorised subordinates in charge of the work and all the superior officers, officer of the Vigilance Division of the Corporation and Chief Technical Examiners Organisation of the Central Vigilance Commission and the contractor shall, at all times during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-Charge or his authorised subordinates in charge of the work or to the Chief Engineer-in-Charge or his subordinate Officer, Officer of Vigilance Division of the Corporation and Chief Technical Examiners Organisation of Central Vigilance Commission that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within one year of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and

cost. In the event of the failing to do so within a period specified by the

Engineer-in-Charge in is demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

***Contractor  
Liable for  
Damages,  
defects  
during  
maintenanc  
e period.***

**CLAUSE 17.** If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road curb, fence enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or any defect shrinkage or other faults appear in the work within twelve months (6 months in the case of work costing Rs. Ten Lakh and below except road work) after a certificate final or otherwise of its completion shall have been given by the Chief Engineer/ EXECUTIVE ENGINEER as the case may be as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon a receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of 12 month (6 month in case of work costing Rs. Ten lakhs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in case of road work if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bills has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

***Contractor  
to supply  
tools and  
plant etc.***

**CLAUSE 18.** The contractor shall provide at his own cost all material (except such special material, if any as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders cordage, tackle, scaffolding and temporary works required for the proper execution of the work. whether original, altered or substituted and

whether included in the specification or other document forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting of the measurement of examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor, under this contract or otherwise and or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

*Recovery of  
compensation  
paid to  
workman*

**CLAUSE 18A.** In every case in which by virtue of the provision sub Section (1) of Section 12, of the Workman's Compensation Act, 1923, the Corporation is obliged to pay compensation to a workman employed by the contractor, in execution of the works. 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 the Corporation shall not be bound to contest any claim made against it under sub Section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to Corporation full security for all costs for which the Corporation might become liable in consequence of contesting such claim.

*Ensuring  
payment  
and  
amenities to  
workers if  
contractor  
fail*

**CLAUSE 18B.** In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the Contract Labour, (Regulation and Abolition) Central Rules, 1971, the Corporation is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules under Clause 19H or under the CPWD Contractor's Labour Regulations, or under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Central Warehousing Corporation Contractors, the Corporation will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Corporation under Section 20 Sub Section (2) and Section 21 Sub-section (4) of the Contract Labour (Regulation and Abolition) Act 1970 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 Corporation to the contractor whether under this contract or otherwise. Corporation shall not be bound to contest any claim made against it under Section 20, Sub Section (1) and Section 21, sub Section (4) of the said Act except on the written request of the contractor and upon his giving to the Corporation full security for all costs for which Corporation might become liable in contesting such claim.

***Labour  
Laws to be  
complied by  
the  
contractor***

**CLAUSE 19.** The contractor shall obtain a valid licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work, and continue to have a valid licence until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition & Regulation) Act, 1986.

The contractor shall also comply with the provision of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

**CLAUSE 19A.** No labourer below the age of fourteen years shall be employed on the work.

***Payment of  
wages/  
e-payment***

**CLAUSE 19B.** (i) The contractor shall pay to labour employed by him either directly or through subcontractors wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, wherever applicable.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labour had been immediately employed by him.

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the C.P.W.D. Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, wherever applicable.

(iv) a.) The Engineer-in-Charge concerned shall have the right to deduct from the moneys 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-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non observance of the Regulations.

b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labour directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to

any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned. In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of Delhi Administration No. F 12 (162) MWO/DAB/43884-91 dated 31.12.79 as amended from time to time are inclusive of wages for the week days of rest, question of extra payment for weekly holiday would not arise.

(v) The contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages Act. 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961 and the Contract Labour (Regulation and Abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

(vi) The contractor shall indemnify and keep indemnified Corporation against payments to be made under and for the observance of the Laws aforesaid and the Central Public Work Department Contract Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being or if the wage payable is higher than such wage, shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

(x) Contractor shall ensure that payment under various contract and transactions including wages of workers needs to be made cashless.

**CLAUSE 19C.** In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay penalty of Rs.200 for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

**CLAUSE 19D.** The contractor shall submit, by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half to the current month respectively.

[1] the number of labourers employed by him on the work.

[2] their working hours.

[3] the wages paid to them.

[4] the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and

[5] the number of female workers who have been allowed Maternity Benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Corporation a sum not exceeding Rs.200 for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

**CLAUSE 19E.** In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by the Corporation from time to time for the protection of health and sanitary arrangements for workers employed by the Central Warehousing Corporation and its contractors.

**CLAUSE 19F.** Leave and pay during leave shall be regulated as follows:

**1. Leave:**

- i. in case of delivery, maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.
- ii. in the case of miscarriage-upto 3 weeks from the date of miscarriage.

**2. Pay :**

- [i] in the case of delivery—leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she gives notice that she expect to be confined or at the rate of Rupee one only a day whichever is greater.
- [ii] in case of miscarriage—leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

**3. Conditions far the grant of Maternity Leave :**

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than 6 months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown at Appendix I & II and the same shall be kept at the place of work.

**CLAUSE 19G.** In the event of the contractor(s) committing a default or breach of any of the provision of the Central Public Work Department Contractors' Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and rules which is materially incorrect, he/they shall without prejudice to any other liability, pay to the Corporation a sum not exceeding Rs. 200 for every default, breach or furnishing, making submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 200 per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulations and Abolition) Act 1970 and the Contract Labour (R&A) Central Rules 1971 for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rule") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rule be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice if the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved Standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and or reconstructed according to approved standard, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

**CLAUSE 19H.** The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

- 1 (a). The minimum height of each hut at the eaves shall be 2.10 m. (7 ft) and the floor area to be provided will be at the rate of 2.7 sq. m (30 sq. ft) for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80 mx 1.50 m (6'x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinal being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing & washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

2 (a) All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried brick, the wall should be plastered with mud gobi on both sides. The floor may be katcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m. (20 ft) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

3. Water Supply—The contractor (s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available and shall pay all fees and charges therefor.

4. The site selected for the camp shall be high ground, removed from jungle.

5. *Disposal of Excreta*—The contractor(s) shall make necessary arrangement for the disposal of excreta from the latrines by trenching or incineration, which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid



direct by him to the Municipal Committee/authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

6. *Drainage* - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

7. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

8. Sanitation—The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

**CLAUSE 19-I.** The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirement.

**CLAUSE 19-J.** It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorisedly during construction and to hand over the Engineer-in-Charge vacant possession of complete building. If such building though completed, is occupied illegally, then the Engineer-in-Charge will have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as delay in completion and for such delay a levy upto 5% of the tendered value of work may be imposed by the Chief Engineer whose decision shall be final both with regard to justifications and quantum and be binding on the contractor.

However, the Engineer-in-Charge through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery.

**Employment  
of  
skilled/semi  
skilled  
workers**

**CLAUSE 19-K.:**

The contractor shall, at all stages of works, deploy skilled/semi-skilled tradesmen who are qualified and possess certificates in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of Construction Management & Research (NICMAR) / National Academy of Construction, CIDC or any other similar reputed and recognised institute managed/certified by State /Central Govt. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen alongwith requisite certificate from recognised institute to Engineer-in-charge for approval. Notwithstanding such approval, if

the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-charge. Failure on the part of contractor to obtain approval of Engineer-in-charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor @

Rs.100/- per such tradesmen per day. Decision of Engineer-in-charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs.5.00 crore.

*Minimum wages Act to be complied with*

**CLAUSE 20** The contractor shall comply with all the provisions of the Minimum Wages Act. 1948 and Contract Labour (Regulation and Abolition) Act 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

*Works not to be sublet. Action in case of insolvency.*

**CLAUSE 21.** "The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do, so or if any bribe, gratuity, gift loan, perquisite, reward or advantage' pecuniary or otherwise, shall either directly or indirectly, be given promised or offered by the contractor, or any of his servants or agent to any Public officer or person in the employee of the Corporation in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Central Warehousing Corporation shall have power to adopt the course specified in clause 3 hereof in the interest of Corporation and in the event of such course being adopted the consequences specified in the said Clause 3 shall ensue."

**CLAUSE 22.** All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Corporation without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

*Changes in firms constitution to be intimated*

**CLAUSE 23.** Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequence shall ensue as provided in the said Clause 21.

**CLAUSE 24.** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

***Settlement of  
disputes &  
Arbitration***

**CLAUSE 25.** Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Managing Director, Central Warehousing Corporation at the time of dispute or if there be no Managing Director, Central Warehousing Corporation, the Administrative Head of the said Central Warehousing Corporation at the time of such appointment.

There will be no objection to any such appointment that the arbitrator so appointed is an employee/ retired employee of the Corporation that he had to deal with the matters to which the contract relates and that in course of his duties as Corporation employee, he had expressed views on allow any of the matters in the dispute or difference.

If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever or is heavenly abode, another sole arbitrator shall be appointed in the manner aforesaid. 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 or Administrative Head of the Central Warehousing Corporation as aforesaid should act as an arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

It is a term of this contract that the party invoking arbitration shall give a list of disputes, with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration subject to above, shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate only on such disputes as are referred to him by the appointing authority and give award against each dispute and claim referred to him and in all cases, the arbitrator shall give reasons and would publish the speaking award against each dispute and claim referred to him.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claim. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

***Contractor to indemnify Corporation against patent rights***

**CLAUSE 26.** The contractor shall fully indemnify and keep indemnified the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the Corporation in respect of any such matter as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise there from. Provided that the contractor shall not be liable to indemnify the Central Warehousing Corporation if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

***Lump sum provisions in tender***

**CLAUSE 27.** When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

***Action where no specifications are specified***

**CLAUSE 28.** In the case of any class of work for which there is no such specification as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as

per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

***Withholding  
and lien in  
respect of  
sums due  
from  
contractor:***

**CLAUSE 29(i).** Whenever any claim or claims for payment of a, sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or Corporation shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Corporation shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Corporation shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-charge or the Corporation or any contracting person through the Engineer-in-charge pending finalisation of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Corporation will be kept withheld or retained as such by the Engineer-in-Charge or Corporation till the claim arising out of or under the contract is determined by the Arbitrator, (if the contract is governed by the arbitration clause) or by the competent Court as the case may be, and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For, the purpose of this clause, where the contractor is a partnership firm or a limited company the Engineer-in-Charge or the Corporation shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

**(ii).** The Corporation shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for the corporation to recover the same from him in the manner prescribed in sub clause (i) of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such underpayment shall be

duly paid by the Corporation to the contractor, with out any interest thereon whatsoever.

Provided that the Corporation shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payments of any sum paid short where such payment has been agreed upon between the EXECUTIVE ENGINEER on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the EXECUTIVE ENGINEER

*Lien in respect of claims in other contracts*

**CLAUSE 29A.:** Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Corporation or any other contracting person or persons through Engineer-in-charge against any claim of the Engineer-in-charge or Corporation or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-charge or Corporation or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Corporation will be kept withheld or retained as such by the Engineer-in-Charge or the Corporation or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator or by the competent court, as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

*Employment of coal mining or controlled area labour not permissible.*

**CLAUSE 30.** The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 k.m. (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by the contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to the Corporation a sum calculated at the rate of Rs. 10 per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid

stipulation in this clause is one in which the public are interested within the meaning of the exception of Section 74 of Indian Contract Act, 1872.

Explanation—"Controlled Area" means the following areas:

**Districts of Dhanbad, Hazaribagh, Jamatra Sub-Division of SanthalPargana, Commissionery, Districts of Bankuara, BirbhumBurdwan, (West Bengal) Districts of Bilaspur, (Chhattisgarh).**

Any other area, which may be declared as 'Controlled Area' by or with the approval of the Central Government.

*Unfiltered  
water supply*

**CLAUSE 31.** The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions :—

- (i) That the water used by the contractor(s) shall be fit for construction purposes, to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

*Department-  
ally water  
supply, if  
available.*

**CLAUSE 31 A.** Water if available may be supplied to the contractor by the Corporation subject to the following condition.

- (i) Water charges @ 1% shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangements of water connection and the laying of pipe lines from the existing mains of source of supply.
- (iii) The Corporation do not guarantee to maintain uninterrupted supply of water and it will be incumbent, on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the Corporation water mains so that the progress of his/their work is not held up for want of water. No claim of damages or refund of water charges will be entertained on account of such break down.

*Alternate  
water  
arrange-  
ments.*

**CLAUSE 32. (i)** Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pumps constructed by the Corporation no charge shall be recovered from the contractor on that account. The contractor shall however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall

be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.

(ii) The contractor shall be allowed to construct temporary wells in the Corporation land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accident or damage caused due to the construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of work.

***Return of  
surplus  
material***

**CLAUSE 33.** Notwithstanding anything contained to the contrary in the contract, where any materials for the execution of the contract are procured with the assistance of the Corporation either by issue from the Corporation stocks or purchase made under orders or permits or licences issued by the Corporation the contractor shall hold the said materials economically and solely for the purposes of the contract and not dispose of them without the written permission of the Corporation and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charge. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the term of the licences or permit and /or for criminal breach of trust, be liable to the Corporation for all moneys, advantages or profits resulting of which in the usual course would have resulted to him by reason of such breach.

**CLAUSE 34:**

***Hire of Plant  
and  
Machinery***

(i) The contractor shall arrange at his own expense all tools, plants, machinery and equipment (herein after referred to as T & P) required for execution of the work except for the plant and machinery listed in schedule C and stipulated for issue to the contractor. If the contractor requires any item of T & P on hire from T & P available with the Corporation over and above the T & P stipulated for issue, the Corporation will, if such item is available, hire it to the Contractor at the rates to be agreed upon between him and the Engineer-in-charge. In such a case all the conditions hereunder for issue of T & P shall also be applicable to such T & P as is agreed to be issued.

(ii) Plant and machinery when supplied on hire charges shown in schedule 'C' shall be made over and taken back at the Corporation's equipment yard/shed shown in schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with



condition in which it was handed over to him and he shall be responsible for all damage cost to the said plant and machinery at the site of work or elsewhere in operation and other wise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

(iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Corporation.

(iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major break down due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the break down before lunch period or major break down will be computed considering half a day break down on the date of the complaint. If the break down occurs in the post lunch period of major break down will be computed starting from the next working day. In case of any dispute under this clause, the decision of Engineer-in-charge shall be final and binding on the contractor.

(v) The hire charges shown above are for each day of eight hours (inclusive of one hour lunch break) or part thereof.

(vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, fire wood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Corporation against any loss or damage caused to the plant and machinery either during transit or at site of work.

(vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work, however, the Engineer-in-Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly

charges (1/8<sup>th</sup> of the daily charges) subject to a minimum of half days's normal charges on any particular day. For working out hire charges for over time a period of half and hour and above will be charged as one hour and a period of less than half an hour will be ignored.

(viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and / or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/ wash out irrespective of the period employed in servicing.

(ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge the work or a portion of work for which the same was issued is completed.

(x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Corporation and will be countersigned by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and / or fails to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).

(xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and drum washed at the close of the work each day or each occasion.

a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of Corporation rollers, maximum quantity of any items to be consolidated for each roller day shall also be same as in Annexure to Clause 34 (x). For less use of rollers recovery for less roller days shall be made at the stipulated issue rate.

(xii) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was

issued. The Engineer-in-Charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

(xiii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided Corporation's plant and machinery in question have, in fact, remained idle with the contractor because of the suspension.

(xiv) In the event of the contractor not requiring any item of plant and machinery issued by Corporation though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

#### **CLAUSE 35**

(i). The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorised changes of specification and abandonment of portion of work a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material returned to the contractors. Although the materials are hypothecated to the Corporation, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

(iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

**Conditions relating to use of asphaltic materials**

***Employment of Technical Staff and employees***

**CLAUSE 36 Contractors Superintendence, Supervision, Technical Staff & Employees**

As per the provision provided in the contract documents elsewhere.

### CLAUSE 37

***Levy/Taxes payable by Contractor***

i) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

ii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Corporation and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Corporation and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Contractor.

iii) ESI and EPF contributions in respect of this contract shall be payable by the Contractor and any payment in respect of this shall be made by the contractor only and CWC shall not entertain any claim whatsoever in this respect. In case of any demand from the ESI & EPF authorities against the contractor, the same shall be deducted from their bill dues.

### CLAUSE 38

***Conditions for reimbursement of levy/taxes if levied after receipt of tenders***

i) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by duly authorised representative of the Corporation and / or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.

***Termination of contract on death of contractor***

**CLAUSE 39.** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-Charge on behalf of the Central Warehousing Corporation shall have the option of terminating the contract without compensation to the contractor

***If relation working in CWC then the contractor not allowed to tender***

**CLAUSE 40.** The contractor shall not be permitted to tender for work in the Central Warehousing Corporation (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Chief Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of person who are working with him in any capacity or subsequently employed by him and who are near relatives to any officer in the Central Warehousing Corporation or in the Ministry of Food, Consumer Affairs & Public Distribution, Govt. of India, New Delhi. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of this Corporation. The contractor would also be debarred from tendering in the Corporation for five years for any breach of this condition.

**Note:**—By the terms "near relative" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in laws.

***No Engineer to work as Contractor within two years of retirement***

**CLAUSE 41.** No Engineer or other officer, employed in Engineering or administrative duties, in the Central Warehousing Corporation is allowed to work as a contractor for a period of two year of his retirement from Central Warehousing Corporation service without the previous permission of the Corporation. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of Central Warehousing Corporation as aforesaid, before submission of the tender or engagement in the contractor's service as the case may be.

**CLAUSE 42.**

***Return of material and recovery for excess material issued***

i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance (see Clause 10), theoretical quantity of materials arranged by the contractor for use in the work, shall be calculated on the basis and method given hereunder:-

a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as per the co-efficient of CPWD specification and the design mix. In case any item is executed for which standard co-efficient for the consumption of cement or bitumen are not available in the above mentioned schedule/ statement or cannot be derived from the same, shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

b) Theoretical quantity of steel reinforcement shall be taken as the quantity required as per design or as authorised by Engineer-in-Charge including authorised lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameterwise.

ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in CPWD procedures/specifications. The difference in the net quantities of material actually consumed in the work and the theoretical quantities including such authorised variation, same shall be regulated as per CPWD prevalent procedures for panel recovery, if any.

iii) The said action under this clause is without prejudice to the right of the Corporation to take action against the contractor under any other conditions of contract for not doing the work according to the

prescribed specifications.

***Compensation during war like situations***

**CLAUSE 43.** The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or war-like operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates, in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work, originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for the compensation shall be assessed by the EXECUTIVE ENGINEER upto Rs. 5,000/- and by the Chief Engineer for higher amount. The contractor shall be paid for the damage/destruction suffered and for restoring the material at the rates based on analysis of rates tendered for in accordance with the provision of the agreement. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequences of hostilities or war-like operation (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officer or the Engineer-in-Charge (b) for any materials etc, not on the site of the work or for any tools, plants, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge

**CLAUSE 44.**

***Apprentices Act provisions to be complied with***

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders and issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-Charge may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

**CLAUSE 45**

***Release of Security Deposit after labour***

Security deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication,

*clearance* shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

Contractor  
Name & Seal with address

CHIEF ENGINEER  
For & on behalf of  
Central Warehousing Corporation

**TIME SCHEDULE**  
**[APPENDIX- 1 TO SPECIAL CONDITIONS OF CONTRACT]**



**TIME SCHEDULE**

<b>DESCRIPTION OF WORK</b>	<b>TIME OF COMPLETION</b>
Construction of Rail Linked 50,000 MT capacity Food Grain Storage Silos at Central Warehouse (Base Depot) at Nabha (Punjab).  BIDDING DOCUMENT NO. : AS/A951-000-PM-TN-4500/1001	10 (Ten) Months (including monsoon) for completion of work & handing over of facilities from the date of issue of Fax of Acceptance.

**Note:**

The time of completion shall be reckoned from the date of notification of award, i.e. date of Fax of Acceptance (FOA).

\_\_\_\_\_  
\_\_\_\_\_  
(STAMP & SIGNATURE OF BIDDER)

**Note : Special Conditions of Contract(General & Technical) may be referred from page 940 to 985**

**FORM OF PERFORMANCE SECURITY BANK GUARANTEE  
BOND**  
[APPENDIX- 2 TO SPECIAL CONDITIONS OF CONTRACT]

### Form of Performance Security Bank Guarantee Bond

In consideration of Central Warehousing Corporation ( A Govt. of India Undertaking) Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 (hereinafter called "The Corporation") having offered to accept the letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ and the terms and condition of proposed agreement between Corporation and \_\_\_\_\_ (hereinafter called "the said contractor(s)") \_\_\_\_\_ . For the work \_\_\_\_\_ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We \_\_\_\_\_ (hereinafter referred to as "the Bank") hereby  
(indicate the name of the Bank) undertake to pay Corporation an amount not exceeding  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the Corporation.

2. We \_\_\_\_\_ do hereby undertake to pay the amounts due and  
(indicate the name of the Bank)  
payable under Guarantee without any demure, merely on a demand from the Corporation stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. We, the said bank further undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.  
The payment so made by us under this bond shall be valid discharge of our liability for payment there under, and the contractors (s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ further agree that the guarantee herein  
(indicate the name of the bank)  
contained shall remain in and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till Engineer-in-Charge on behalf of the Corporation certified that the terms and conditions of the said agreement have been

fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We \_\_\_\_\_ further agree with the Central  
(indicate the name of the bank)

Warehousing Corporation that the Corporation shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Central Warehousing Corporation against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act if omission on the part of the Central Warehousing Corporation or any indulgence by the Central Warehousing Corporation to the said contractor(s) or by any such matter or things whatsoever which under the law relating to sureties would, but for this provision, have effect of so reliving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s).

7. We \_\_\_\_\_ lastly undertake not to revoke this guarantee  
(indicate the name of the bank)

except with the previous consent of the Central Warehousing Corporation in writing.

8. This guarantee shall be valid up to \_\_\_\_\_. Unless extended on demand by Central Warehousing Corporation. Notwithstanding any thing mentioned above, our liability against this guarantee is restricted to

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the \_\_\_\_\_ date

of \_\_\_\_\_ for \_\_\_\_\_

( indicate the name of bank)

**FORMAT FOR  
CONSTRUCTION SUB-CONTRACTOR'S APPROVAL  
[APPENDIX- 3 TO SPECIAL CONDITIONS OF CONTRACT]**

**(APPROVAL OF CONSTRUCTION SUB-CONTRACTOR)**

- 1) NAME OF MAIN CONTRACTOR : \_\_\_\_\_
- 2) NAME OF WORK, LOCATION : \_\_\_\_\_
- 3) NAME OF PROPOSED SUB-CONTRACTOR : \_\_\_\_\_
- 4) SCOPE OF WORK PROPOSED TO BE SUB-CONTRACTED (BRIEF) : \_\_\_\_\_
- 5) ESTIMATED VALUE OF THE PROPOSED WORK TO BE SUB-CONTRACTED (INR): \_\_\_\_\_
- 6) QUALIFYING CRITERIA FOR SUB-CONTRACTOR:
  - i) Similar Work experience:
    - 1 similar completed work costing not less than 50% of estimated value of proposed work to be sub-contracted :
    - Or
    - 2 similar completed works each costing not less than 40% of estimated value of proposed work to be sub-contracted :
    - Or
    - 3 similar completed works each costing not less than 30% of estimated value of proposed work to be sub-contracted :
  - ii) Annual Turnover *(to be annualized in case Time schedule is more than 12 months)*  
Not less than 60% of estimated value of proposed work to be sub-contracted
- 7) EXPERIENCE AND FINANCIAL DETAILS OF PROPOSED SUB-CONTRACTOR:
  - i) Contract Value of similar work executed (as evidenced by work Order & Completion Certificate): During the last 7 years ending last day of the month pervious to the one in which applications are invited.
  - ii) Maximum Annual Turnover during last 3(three) years (as evidenced by Balance Sheets) :
- 8) CRITERIA FOR QUALIFICATION OF SUB-CONTRACTOR:
  - i) SI.No. 7(i)  $\geq 6$  (i) : YES / NO
  - ii) SI.No. 7 (ii)  $\geq 6$  (ii) YES / NO
- 9) Based on above information, we M/s \_\_\_\_\_  
(Name of Main Contractor) propose  
M/s. \_\_\_\_\_ (Name of proposed sub-contractor) as our sub-contractor for the above mentioned works. We understand that notwithstanding above approval, we shall remain fully responsible for the performance of the said sub-contractor and any failure of the sub-contractor shall

not absolve/relieve us of our responsibility to complete the works as per the terms and conditions of the Contract.

NOTE: Bidders to fill all the details in the above proforma. Further Bidder shall also fill-in the details at Sl.No.5 above based on the estimated value of the proposed work to be subcontracted.

(STAMP & SIGNATURE OF CONTRACTOR)

10) QUALIFICATION STATUS (TO BE STAMPED BY OWNER) :

**QUALIFICATION AND EXPERIENCE OF KEY  
SUPERVISORY CONSTRUCTION PERSONNEL**  
[APPENDIX- 4 TO SPECIAL CONDITIONS OF CONTRACT]



## QUALIFICATION & EXPERIENCE REQUIREMENT OF KEY CONSTRUCTION PERSONNEL AND PENALTY FOR THEIR NON MOBILIZATION

CATEGORY	QUALIFICATION & EXPERIENCE REQUIRED		
Resident Construction Manager/ Resident Engineer/Site-In-Charge	Degree or Diploma in Engineering with minimum following relevant experience in construction:		
	Contract value (Rs) →	< 5 Cr. works	5-20 Cr. works
	Degree holders	5 yrs	10 yrs
	Diploma holders	8 yrs	13 yrs
Lead Discipline Engineer (Mechanical, Civil, Electrical, Instrumentation)	Degree or Diploma in relevant Engineering discipline with following minimum experience in Construction:		
	Contract value (Rs) →	≤ 20 Cr. works	> 20 Cr. works
	Degree holders	5 yrs	10 yrs
	Diploma holders	8 yrs	13 yrs
Lead Welding/ NDT Engineer	Degree or Diploma in Mechanical Engineering/ Metallurgy with the following experience in Welding & NDT (Non Destructive Testing) plus Level-II in RT (Radiographic Testing) (refer Note 1 also):		
	Contract value (Rs) →	≤ 20 Cr. Works	> 20 Cr. Works
	Degree holders	5 yrs	10 yrs
	Diploma holders	8 yrs	13 yrs
Lead QA/QC Engineer	Degree in Engineering with following experience (refer Note 2 also):		
	Contract value (Rs) →	≤ 20 Cr. Works	> 20 Cr. Works
	Experience	5 yrs of construction experience of which 2 years should be as QA Manager	10 yrs of construction experience of which 3 years should be as QA Manager
Lead Planning Engineer	Degree in Engineering with following experience in Planning & Scheduling:		
	Contract value (Rs) →	≤ 20 Cr. works	> 20 Cr. works
	Experience	5 yrs.	10 yrs.
Safety Officer	As per clause 3.1.4 of EIL standard specification for HSE Management at construction sites (No. xxxx-/6-82-0001) enclosed elsewhere in the bid		
Warehouse In-Charge/ Materials Manager	Diploma in Engineering or Diploma in Materials Management or Graduate in any stream with min. following experience in Warehousing/ Stores Management:		
	Contract value (Rs) →	≤ 20 Cr. works	> 20 Cr. works
	Experience	5 yrs.	10 yrs.
Quantity Surveyor	Degree or Diploma in Engineering with minimum following experience in quantity estimation, field measurement, rate analysis, bill preparation etc. in Construction field:		
	Contract value (Rs) →	≤ 20 Cr. works	> 20 Cr. works
	Degree holders	2 yrs.	5 yrs.
	Diploma holders	5 yrs.	10 yrs.
Discipline Engineer	Degree in relevant Engineering Discipline with minimum 2 years of experience in construction or Diploma in relevant Engineering Discipline with minimum 4 years of experience in Construction.		

## QUALIFICATION & EXPERIENCE REQUIREMENT OF KEY CONSTRUCTION PERSONNEL AND PENALTY FOR THEIR NON MOBILIZATION

Notes: (for Table on previous page)

1. For Mechanical, Composite, EPC or EPCC Contracts of value more than Rupees 20 crores, the Lead Welding/NDT Engineers shall also possess Certified Welding Inspector qualification from American Welding Society or CSWIP3.1 Welding Inspector qualification from The Welding Institute, UK.
2. For Mechanical, Composite, EPC or EPCC Contracts of value more than Rupees 20 crores, the Lead QA/QC Engineer shall also be a qualified internal auditor for ISO 9001.
3. CVs of key construction personnel proposed to be deployed shall be submitted to Owner/Engineer-in-Charge prior to their mobilization at site. The mobilization of key personnel shall be done at site subject to prior approval of their CVs by Owner/Engineer-in-Charge.

### PENALTY FOR NON - MOBILIZATION OF KEY CONSTRUCTION PERSONNEL

- I) Penalty for non-mobilization per day per person after the contractual mobilization period unless agreed otherwise by the Engineer-in-Charge:
  - Rs. 5000/- for Resident Construction Manager/ Resident Engineer/ Site -in-Charge;
  - Rs. 3000/- for Lead QA/QC Engineer, Lead Planning Engineer, Lead Safety Officer and Warehouse In-charge
- II) Penalty for non-mobilization per day per person after completion of the mobilization period agreed during the Kick off Meeting:
  - Rs. 3000/- for Lead Discipline Engineer, Lead Welding/ NDT Engineer and the Quantity Surveyor

Notes: (for Penalty clauses)

- a) All intervening off days (Sundays etc.) and holidays will be counted for levy of penalty
- b) Mobilized personnel shall not be demobilized till contractual completion or based on consent of Engineer-in-Charge else penalties as above shall be applied.
- c) Total of above penalties shall not exceed 3% of the contract value.
- d) The above penalties are over & above all other contractual provisions for late mobilization of resources.

**THE LIST OF APPROVED MANUFACTURERS FOR  
CEMENT AND HSD RE-BARS/TMT BARS AND THE  
METHODOLOGY FOR OBTAINING REBATE  
[APPENDIX- 5 TO SPECIAL CONDITIONS OF CONTRACT]**

### **MATERIALS ARRANGED BY THE CONTRACTOR**

In all contracts where departmental issue of cement and steel is not stipulated, special conditions shall be incorporated as below:

#### **(A) Special conditions for cement**

- (1) The contractor shall procure 43 grade ordinary Portland cement conforming to IS 8112 as required in the work, from reputed manufacturers of cement such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement or from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum.

The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially. The supply of cement shall be taken in 50 kg. bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer- in-charge to do so.

- (2) The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer- in- charge. The cement godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made.
- (3) The cement shall be got tested by the Engineer-in-charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor/Department in the manner indicated below: (a) By the contractor, if the results show that the cement does not conform to relevant BIS codes. (b) By the Department, if the results show that the cement conforms to relevant BIS codes.
- (4) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to made.
- (5) The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Engineer-in-charge.

- (6) The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the contractor.

**(B) Special conditions for steel**

- (1) "The contractor shall procure TMT bars of Fe415/Fe415D/Fe500/Fe500D/Fe550/Fe550D grade (the grade to be procured is to be specified) from primary steel producers such as SAIL, Tata Steel Ltd., RINL, Jindal Steel & Power Ltd. and JSW Steel Ltd. or any other producer as approved by CPWD who are using iron ore as the basic raw material/input and having crude steel capacity of 2.0 Million tonnes per annum and above.

In case of non-availability of steel from primary producers the NIT approving authority may permit use of TMT reinforcement bars procured from steel producers having Integrated Steel Plants (ISPs) using iron ore as the basic raw material for production of crude steel which is further rolled into finished shapes in-house having crude steel capacity of 0.5 Million tonne per annum and more. A separate list of producers for this category shall be approved by the ADG concerned for their sub region under intimation to the Directorate, CPWD/CE,CSQ. In case of non-availability of steel from Primary Producers as well as ISPs then the NIT approving authority may also permit use of TMT reinforcement bars procured from secondary producers. In such cases following conditions are to be stipulated in the NIT by NIT approving authority.

- (a) The grade of the steel such as Fe 415/Fe 415 D/ Fe 500/Fe 500 D/Fe 550/Fe 550 D or other grade to be procured is to be specified as per BIS 1786-2008.
  - (b) The secondary producers must have valid BIS licence to produce HSD bars conforming to IS 1786 : 2008. In addition to BIS licence, the secondary producer must have valid licence from either of the firms Tempcore, Thermex, Evcon Turbo & Turbo Quench to produce TMT Bars.
  - (c) The TMT bars procured from Primary Producers and ISPs shall conform to manufacture's specifications.
  - (d) The TMT bars procured from secondary producers shall conform to the specifications as laid by Tempcore, Thermex, Evcon Turbo & Turbo Quench as the case may be.
  - (e) TMT bars procured either from Primary Producers, ISPs or secondary producers, the specifications shall meet the provisions of IS 1786:2008 pertaining to Fe 415/Fe 415 D/ Fe 500/Fe 500 D/Fe 550/Fe 550 D or other grade of steel as specified in the tender (while preparing NIT the grade of the steel to be specified)
- (2) The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.
  - (3) Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test results

indicate that the steel arranged by the contractor does not conform to the specifications as defined under para (1)(d) & (1)(e) above, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week time or written orders from the Engineer-in-Charge to do so. (Modified as per OM/MAN/168)

- (4) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonnes or more, or as decided by the Engineer-in-charge.
- (5) The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent their distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking. CPWD WORKS MANUAL 2014 SECTION 27 160 Years of Engineering Excellence 199
- (6) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:

Size of bar	For consignment below 100	For consignment above 100 tonnes tonnes
Under 10 mm dia bars	One sample for each 25 tonnes or part there of	One sample for each 40 tonnes or part thereof
10 mm to 16 mm dia bars	One sample for each 35 tonnes or part there	One sample for each 45 tonnes dia bars or part there of
Over 16 mm dia bars	One sample for each 45 tonnes or part there of	One sample for each 50 tonnes or part there of.

- (7) The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor.
- (8) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.
- (9) The steel brought to site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.
- (10) In case contractor is permitted to use TMT reinforcement bars procured from ISPs or secondary producers then
  - (1) The rate of providing & laying TMT reinforcement bars as quoted by the contractor in the tender shall also be reduced by Rs.3.00 per kg. (The rate of reduction shall be loaded with Contractor's Profit and Over Heads as applicable) (currently 15%)

**(C) Removal of rejected/sub-standard materials**

The following procedure shall be followed for the removal of rejected/sub-standard materials from the site of work:

- (i) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the officer of CWC/EIL, giving the approximate quantity of such materials.
- (ii) As soon as the material is removed, a certificate to that effect shall be recorded by the officer of CWC/EIL against the original entry, giving the date of removal and mode of removal, i.e., whether by truck, carts, or by manual labour. If the removal is by truck, the registration number of the truck should be recorded.

**GUIDELINES FOR RADIOGRAPHY AND OTHER NDT  
REQUIREMENTS**

**[APPENDIX- 7 TO SPECIAL CONDITIONS OF CONTRACT]**

**(Applicable in case the requirement exists)**



**ANNEXURE-VII TO SCC  
GENERAL REQUIREMENTS FOR RADIOGRAPHY & OTHER NDT FOR  
MECHANICAL / COMPOSITE ITEM RATE CONTRACTS**

1. CONTRACTOR shall appoint radiography/ NDT agency(ies) only after acceptance of such agency(ies) by OWNER/EIL. However, acceptance of radiography/ NDT agency by OWNER/EIL shall not absolve the CONTRACTOR of his responsibility to execute radiography work as per requirements of the Contract.
2. CONTRACTOR shall mobilize Radiography/ NDT agency at site along with adequate number of radiography resources/ NDT equipments& appliances, commensurate with the welding activity and quantum of Radiography/NDT work load to avoid delays in Radiography/ NDT and consequent generation of back log. In the event of generation of back log leading to Delay/ Holdup of subsequent activities OWNER/EIL has right to engage additional agency for carrying out the radiography at the risk and cost of CONTRACTOR including 100% overhead charge.
3. Date and extent of mobilization of radiography/ NDT agency/resources shall be agreed by the CONTRACTOR and the Engineer-in-Charge at the start of work.
4. Radiography Check Shots
  - a) To verify that radiographs are being taken on the prescribed / selected welds / spots only, 5% of already radiographed spots shall be selected by the Engineer-in-Charge or his designated person for check shots. The check shots shall be taken up before any further radiography work.
  - b) The CONTRACTOR will be paid for the check shots at the quoted rates if no variation is found. If mismatch / variation is found in any of the check shot as per para 1.4 (a), CONTRACTOR shall have to take re-radiography of the entire lot represented by mismatched check shot (a days production or more as decided by Engineer In-Charge). In such cases, no payment will be made for the check shots as well as the re-radiography of the entire lot represented by the check shot.
  - c) In the event of any non-matching / variation is observed in re-radiography of the entire lot as per para 1.4(b) above with reference to the earlier radiographs taken, the radiography agency shall be forthrightly debarred from site. CONTRACTOR shall then carry out re-radiography up to maximum of 100% of all the prescribed / selected welds/ spots radiographed by the debarred radiography agency (as per direction of the Engineer In-Charge) at his own cost by engaging a separate Radiography agency acceptable to OWNER/EIL. The process for verification of radiographs through check shots shall be continued as per clause 1.4(a) above from the lots selected by the Engineer In-Charge till 2 (two) consecutive lots are found with matching check shot radiographs to the satisfaction of EIL/ OWNER.



CENTRAL WAREHOUSING  
CORPORATION

BIDDING DOCUMENT  
**PART – II: PRICE PART**

FOR

CONSTRUCTION  
OF

RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE SILOS  
AT CENTRAL WAREHOUSE (BASE DEPOT) AT NABHA (PUNJAB)

(BIDDING DOCUMENT NO.: AS/A951-000-PM-TN-4500/1001)



**Project** : **CONSTRUCTION OF RAIL LINKED 50,000 MT  
CAPACITY FOOD GRAIN STORAGE SILOS AT  
CENTRAL WAREHOUSE (BASE DEPOT) NABHA**  
**TENDER** **AS/A951-000-PM-TN-4500/1001**  
**NO.**

# **SCHEDULE OF PRICES** **(REV. 0)**



**Project** : CONSTRUCTION OF RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE  
SILOS AT CENTRAL WAREHOUSE (BASE DEPOT) NABHA  
**TENDER No.** AS/A951-000-PM-TN-4500/1001

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**Project : CONSTRUCTION OF RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE  
SILOS AT CENTRAL WAREHOUSE (BASE DEPOT) NABHA**  
**TENDER No. AS/A951-000-PM-TN-4500/1001**

### **PREAMBLE TO SCHEDULE OF PRICES**

1. The price quoted shall be lumpsum price on turnkey basis. Total payments to be made to the Contractor shall be limited to lumpsum price indicated, irrespective of the progressive payments made during execution based on the split up of price.
2. Obligation of the Contractor is not limited to the quantities that the Contractor may either indicate in the Breakup of Lumpsum Prices along with his bid or in further detailed breakup of lumpsum prices furnished after award of Work. Contractor shall carry out and complete entire scope of work/supplies/Services as detailed in various sections/volumes of the Bidding Document within the quoted Lumpsum Price.
3. Lumpsum prices quoted by the Contractor shall include cost of any other supplies/work(s) /Services not specifically mentioned in the Bidding Document but necessary for the efficient, trouble free operation of the Plant and to make this package job complete.
4. Contractor to note that breakup of lumpsum price is for interim payment purposes only and total price payable under the Contract shall be restricted to the Lumpsum Price/Contract Price.
5. **The Price for Supply component quoted in FORM-SP-2 shall not exceed 40% (Forty percent) of the Total Lumpsum Price. In case the price for Supply component exceeds the above mentioned limit, then such additional amount shall be payable to the Contractor in the Final Bill.**
6. **The Price for Design & Detailed Engineering Component quoted in FORM-SP-1 shall not exceed 02% (Two percent) of the Total Lumpsum Price. In case the price for Design & Detailed Engineering Component exceeds the above mentioned limit, then such additional amount shall be payable to the Contractor in the Final Bill.**
7. Spares for start-up/commissioning and mandatory spares required are in CONTRACTOR's scope and are deemed to be included in their above quoted Lumpsum Prices.
8. INR = Indian Rupees



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9. It shall be the duty of the CONTRACTOR to duly observe and perform all laws, rules, regulations, orders and formalities applicable to Excise Duty, Sales Tax, VAT, Service tax, Customs Duty, Countervailing Duty etc. on the import, manufacture, sale and/or supply of any material to the OWNER and performance of the works under the Contract. The CONTRACTOR shall keep the OWNER indemnified from and against any and all claims, demands, prosecutions, actions, proceedings, penalties, damages, demurrages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

**(STAMP & SIGNATURE OF BIDDER)SP-0**



**Project : CONSTRUCTION OF RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE  
SILOS AT CENTRAL WAREHOUSE (BASE DEPOT) NABHA**  
**TENDER No. AS/A951-000-PM-TN-4500/1001**

**FORM SP-0**

**TOTAL LUMP SUM PRICE**

S.N.	DESCRIPTION	UNIT	INDIAN RUPEES (INR)	
			IN FIGS.	IN WORDS
(1)	<p><b>FOOD GRAIN STORAGE SILO PACKAGE</b> ON LUMP SUM TURNKEY BASIS WITH SINGLE POINT RESPONSIBILITY INCLUDING BUT NOT LIMITED TO THE FOLLOWING ACTIVITIES OF WORKS :</p> <ul style="list-style-type: none"><li>• Design and Engineering, Project Management, Planning, Scheduling, Monitoring.</li><li>• Detailed Engineering, preparation and submission of related documentation and drawings including as built drawings.</li><li>• Supply of all materials including procurement services, shop fabrication, Third party inspection, expediting, loading, transportation, unloading, all type of freights, Ocean freight / air freight, all taxes, duties, levies etc. as per provisions of Bidding Document; custom clearance, all type of handling including port handling, handling at worksite etc.; supply of start-up/pre- commissioning/ commissioning / mandatory spares; first fill of oil and lubricants.</li><li>• Construction, fabrication, mobilizing crane of suitable capacity, erection, installation, painting, testing, mechanical completion, chemical cleaning, pre-</li></ul>	L.S.		



**Project : CONSTRUCTION OF RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE  
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S.N.	DESCRIPTION	UNIT	INDIAN RUPEES (INR)	
			IN FIGS.	IN WORDS
	commissioning, commissioning and conducting performance guarantee test run providing all supervisory personnel, tradesman, skilled/ unskilled labour; insurance in contractor's scope, all taxes and duties as per provisions of Bidding Document; providing all services and completing the work in all respects as per provision of Bidding document. Further any item or work that is not specifically indicated in the bid document but required for completeness of the system shall also be part of contractor's scope.			

**TOTAL LUMP SUM PRICE (IN WORDS): INDIAN RUPEES \_\_\_\_\_**

**(STAMP & SIGNATURE OF BIDDER)**





**Project : CONSTRUCTION OF RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE  
SILOS AT CENTRAL WAREHOUSE (BASE DEPOT) NABHA**  
**TENDER No. AS/A951-000-PM-TN-4500/1001**

**FORM-SP-1**

**BREAK UP OF LUMPSUM PRICE**  
**Schedule of Lump-sum Price for Design and Detailed Engineering**

S.N.	DESCRIPTION	UNIT	INDIAN RUPEES (INR)	
			IN FIGS.	IN WORDS.
<b>1.1 A.</b>	<b><u>DESIGN &amp; DETAILED ENGINEERING</u></b> Design and Detailed Engineering for the entire package.	L.S.		
<b>1.1 A (i)</b>	Design and Detailed Engineering for Railway Siding works	L.S.		

**(STAMP & SIGNATURE OF BIDDER)**



**Project** : CONSTRUCTION OF RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE  
SILOS AT CENTRAL WAREHOUSE (BASE DEPOT) NABHA  
**TENDER No.** AS/A951-000-PM-TN-4500/1001

**FORM-SP-2**

**BREAK UP OF LUMPSUM PRICE**  
**Schedule of Lump-sum Price for Supply**

S.N.	DESCRIPTION	UNIT	INDIAN RUPEES (INR)	
			IN FIGS.	IN WORDS.
1.1 B.	<b><u>SUPPLY PORTION</u></b> : Supply including - Procurement of all equipments/ Materials including all material required for fabrication and transportation, mandatory spares, spares for start-up / pre-commissioning / commissioning; oil & lubricant special tools & tackles (excluding those covered under Construction/Installation portion) required for completing and establishing a fully functional and operative FOOD GRAIN STORAGE SILO SYSTEM PACKAGE; inclusive of Third Party Inspection charges, Ocean freight / air freight all taxes, duties, levies etc. as per provisions of Bidding Document; custom clearance, stevedoring, insurance, inland transportation, receipt, accounting, storing & preservation of materials including all other activities incidental to procurement and supply, complete as per scope of work/supplies detailed in various sections of Bidding Document, drawing, specifications and other provisions of the Bidding Document and directions of Engineer-in-Charge.	L.S.		

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**Project** : CONSTRUCTION OF RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE  
SILOS AT CENTRAL WAREHOUSE (BASE DEPOT) NABHA  
**TENDER No.** AS/A951-000-PM-TN-4500/1001

**FORM-SP-3**

**BREAK UP OF LUMPSUM PRICE**  
**Schedule of Lump-sum Price for Construction/Installation**

S.N.	DESCRIPTION	UNI T	INDIAN RUPEES (INR)	
			IN FIGS.	IN WORDS.
1.1 C.	<b><u>CONSTRUCTION / INSTALLATION PORTION</u></b> Construction, Fabrication, Mobilization, Retention & Demobilization of crane of suitable capacity, Erection, Installation, Testing, Mechanical Completion, Pre-commissioning, Commissioning and conducting Performance Guarantee Test Run required for completing and establishing a fully functional and operative FOOD GRAIN STORAGE SILO SYSTEM PACKAGE, inland transportation all taxes, duties, levies, etc. as per provisions of Bidding Document ; supply of all labour, materials, tools & tackles (excluding those covered under supply portion); providing experienced personnel for pre- commissioning / commissioning (till hand over stage of the plant to owner) providing construction aids and all safety devices for construction, providing training to OWNER'S personnel, all complete as per Bidding Document and directions of Engineer-in-Charge.	L.S.		

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**Project : CONSTRUCTION OF RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE  
SILOS AT CENTRAL WAREHOUSE (BASE DEPOT) NABHA**  
**TENDER No. AS/A951-000-PM-TN-4500/1001**

**FORM-SP-4**

**FURTHER BREAK-UP OF PRICE FOR DESIGN & DETAILED ENGINEERING:**

S.N.	DESCRIPTION OF ACTIVITY/EQUIPMENT/MATERIAL	UNIT	INDIAN RUPEES (INR)	
			IN FIGS.	IN WORDS.
1.1.A.1	<b>DESIGN &amp; DETAILED ENGINEERING:</b>			
i)	Detailed Engineering for the entire package.	L.S.		
ii)	Detailed Engineering for Railway Siding Works.	L.S.		
	Total	L.S.		

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**Project** : CONSTRUCTION OF RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE  
**TENDER No.** AS/A951-000-PM-TN-4500/1001  
**SILOS AT CENTRAL WAREHOUSE (BASE DEPOT) NABHA**

**FORM-SP-5**

**FURTHER BREAK-UP OF PRICE FOR SUPPLIES PORTION**

S.N.	DESCRIPTION OF ACTIVITY/EQUIPMENT/MATERIAL			UNI T	INDIAN RUPEES (INR)	
					IN FIGS.	IN WORDS.
1.1.B.1	SUPPLY OF EQUIPMENTS/MATERIALS:					
1.1.B.1.1	ALL EQUIPMENTS AND MATERIALS:					
	<b>EQUIPMENT</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>			
i)	Conventional Trough Belt Conveyor system with covered gallery and walkway platforms on both side, one of approx. 1000mm and other of 750mm width, drive arrangement, pulley arrangement, idlers, etc	Conveyor BC1 of capacity 150 TPH	1 No.	L.S.		
ii)		Conveyor BC2 of capacity 60 TPH	1 No.	L.S.		
iii)		Conveyor BC3 & BC4 each of Capacity 350 TPH	2 No.	L.S.		
iv)		Chain Conveyor with cover, open gallery, drive arrangement etc.	Conveyor CC1, CC2, CC3, CC4 & CC5 each of Capacity 150 TPH	5 No.	L.S.	



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S.N.	DESCRIPTION OF ACTIVITY/EQUIPMENT/MATERIAL			UNI T	INDIAN RUPEES (INR)	
					IN FIGS.	IN WORDS.
v)		Conveyor CC-6 & CC7 each of Capacity 60 TPH	2 No.	L.S.		
vi)	Bucket Elevators with Drive arrangement	Bucket Elevator BE1, BE2 & BE3 each of Capacity 150 TPH	3 No.	L.S.		
vii)		Bucket Elevator BE4 of Capacity 60 TPH	1 No.	L.S.		
viii)		Bucket Elevator BE5 & BE6 each of Capacity 350 TPH	2 No.	L.S.		
ix)		Flat Bottom Storage Silos with Silo aeration system, closed loop fumigation	Storage Silos S1, S2, S3 & S4 each of	4 No.	L.S.	



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S.N.	DESCRIPTION OF ACTIVITY/EQUIPMENT/MATERIAL			UNIT	INDIAN RUPEES (INR)	
					IN FIGS.	IN WORDS.
	system, Silo temperature monitoring & Pest detection system, Slide gates, Sweep Augur	Capacity 12500 MT (Total 50000 MT)				
x)	One Phosphine Generator for fumigation	Phosphine Generator	1 No.	L.S.		
xi)	Conical Bottom Pre Storage Silos each of 250 MT Storage Capacity with motorised Slide gates	Pre Storage Silos PS1 & PS2 Capacity each of Capacity 250 MT (Total Capacity 500 MT)	2 No.	L.S.		
xii)	Flat Bottom Shipping Silo with Silo aeration system, closed loop fumigation system, Silo temperature monitoring & Pest detection system, Slide gates, Sweep Augur	Shipping Silo SS1 of Capacity 4000 MT	1 No.	L.S.		
xiii)	Tripper in Truck	Tripper for 1	1 No.	L.S.		



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S.N.	DESCRIPTION OF ACTIVITY/EQUIPMENT/MATERIAL			UNI T	INDIAN RUPEES (INR)	
					IN FIGS.	IN WORDS.
	Unloading Station	No. Truck				
xiv)	Unloading Hoppers with grizzly, motorised & manual gates at Truck Unloading Station	Unloading Hopper of live capacity 25 MT at each Truck Unloading Station (Total Six Nos Truck Unloading Stations)	6 No.	L.S.		
xv)	Process Tower with Cleaning Device of Total Capacity 150 TPH for cleaning of wheat grains	2 Nos. Rotary Drum Seive each of capacity 75 TPH	2 No.	L.S.		
xvi)		2 Nos. Flat Seive each of capacity 75 TPH with blowers and bag filters	2 No.	L.S.		
xvii)		Bulk weigher	1 No.	L.S.		





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S.N.	DESCRIPTION OF ACTIVITY/EQUIPMENT/MATERIAL			UNI T	INDIAN RUPEES (INR)	
					IN FIGS.	IN WORDS.
		of capacity 150 TPH				
xviii)	Wagon Loading system with hoppers, weigh hoppers, movable telescopic chutes, motorised slide gates	2 nos hoppers each of capacity 65 MT	2 No.	L.S.		
xix)		2 Nos weigh hopper each of capacity 35 MT	2 No.	L.S.		
xx)		Moveable Telescopic Chute with motorised slide gates & other auxiliaries	LOT	L.S.		
xxi)		Truck Loading System consisting of Hopper Bottom Truck Loading Silo, Telescopic chute with motorised slide gate	Hopper Bottom Truck Loading Silo TS of capacity 100 MT	1 No.	L.S.	
xxii)		Telescopic chute & other	LOT	L.S.		



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S.N.	DESCRIPTION OF ACTIVITY/EQUIPMENT/MATERIAL			UNIT	INDIAN RUPEES (INR)	
					IN FIGS.	IN WORDS.
		accessories				
xxiii)	Bagging System consisting of Hopper Bottom Silos, Weigh Hoppers, Bagging & Stitching Machines	Bagging Silos BS1 & BS2 each of capacity 60 MT	2 No.	L.S.		
xxiv)		Bagging & Stitching Lines consisting of weigh hoppers, bagging machines & other auxillaries	LOT	L.S.		
xxv)	Electronic Road weigh bridge with common operator cabin	Capacity 60 MT (Each)	2 No.	L.S.		
xxvi)	Electrically operated Two way Flap Gates for wheat grain transfer, Motorised& manual Slide gates, Rod gates etc.	-	LOT	L.S.		



**Project : CONSTRUCTION OF RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE  
SILOS AT CENTRAL WAREHOUSE (BASE DEPOT) NABHA**  
**TENDER No. AS/A951-000-PM-TN-4500/1001**

S.N.	DESCRIPTION OF ACTIVITY/EQUIPMENT/MATERIAL			UNI T	INDIAN RUPEES (INR)	
					IN FIGS.	IN WORDS.
xxvii)	Ventilation Fans in all underground tunnels below Reclaimer Hopper	-	LOT	L.S.		
xxviii)	Air-conditioning as required	-	LOT	L.S.		
xxix)	Material Handling facilities as required	-	LOT	L.S.		
<b>1.1.B.1.3</b>	<b>SUPPLY OF INSTRUMENTATION</b>					
a)	All instrumentation Items	Quantity				
i)	HART differential flow Transmitters (Direct , range 0-5000mmH2O)	2 No.		L.S.		
ii)	HART Pressure Transmitters for 0-10kg/cm2(Direct Type)	2 No.		L.S.		
iii)	Bourden Tube type Pressure Gauge with dampeners for range 0-10 kg.cm2g, 150mm dial size	5 No.		L.S.		
iv)	Orifice Plates (SS316) with flange assembly(CS) for 3"	2 No.		L.S.		
v)	Moisture Analyser	4 No.		L.S.		
vi)	3" Radar type level instrument (non contact type )	4 No.		L.S.		
vii)	Temperature monitoring system	1 No.		L.S.		



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S.N.	DESCRIPTION OF ACTIVITY/EQUIPMENT/MATERIAL	UNI T	INDIAN RUPEES (INR)	
			IN FIGS.	IN WORDS.
viii)	CCTV system comprising of 13 nos. Cameras(IP Based PTZ camera , IP65 to weatherproof), network video recorder with storage capacity 60 days(20 TBs) with licensed software-Qty-1 No., Alarm Work station(21"monitor)- Qty- 1 No., Viewing wall mounted monitor 55" Qty- 1 No.	1 No.	L.S.	
ix)	PLC based control system -redundant Processor, dual PSU, redundant communication and dual IO card consisting of i)Marshilig rack- 1 no(800WX800DX2100H)., Control panel(PLCcum IO Panel)-1no. (800WX800DX2100H), iii) 21" LCD TFT monitor - 2 nos.(one operator and one operator cum engineering ) with all types of hardware , software, Processor-i7,6 GB RAM, 500GB Hard disc, Approx. counting AI-50, AO-5, DI-50, DO-30, iv)1 laptop(processor i7,6GB RAM, 500GB Hard disc, minimum 15"LED display, serial communication port for PLC configurator, A4 laser jet colour printer, furniture etc.	1 Lot	L.S.	



**Project : CONSTRUCTION OF RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE  
SILOS AT CENTRAL WAREHOUSE (BASE DEPOT) NABHA**  
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S.N.	DESCRIPTION OF ACTIVITY/EQUIPMENT/MATERIAL		UNI T	INDIAN RUPEES (INR)	
				IN FIGS.	IN WORDS.
x)	Reflex type level gauge, 2" flanged connection, C to C- 1740 mm	1 No.	L.S.		
xi)	Signal cables				
xi) a.	1PX1.5 mm2	3000 M*	L.S.		
xi) b.	6PX1.0 mm2	1200 M*	L.S.		
xi) c.	1TX1.5mm2	350 M*	L.S.		
xi) d.	8TX1.0 mm2	1200 M*	L.S.		
xii)	Control cables				
xii)a.	1PX1.5 mm2	1200 M*			
xii)b.	6PX1.0 mm2	300 M*			
xiii)	Weather proof junction boxes				
xiii) a.	6P JB for signal and control cable	7 No.			
xiv)	Hand held configurator	1 No.			
<b>1.1.B.1.4</b>	<b>SUPPLY OF LABORATORY EQUIPMENTS</b>				
	All Laboratory Items	Quantity			
i)	Dockage Tester (Foreign material and by – products)	1 No			
*approximate quantities mentioned only					
ii)	Manual insert grain probes	5 No.			
iii)	Sample divider	1 No.			



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iv)	Hand Sieves	2 Set			
v)	Sensitive lab scale	2 No.			
vi)	Truck Probe	1 No.			
1.1.B.1.5					
a)	All Electrical Items			L.S.	
i)	11kV indoor, 630A switchboard, 40kA (1 sec.), VCB breaker with NR	1 No.		L.S.	
ii)	BUS DUCTS - 415V, 1600A, 50kA (1 sec.), including bends and flexibles	30 M		L.S.	
iii)	TRANSFORMERS				
iii) a.	11/0.433kV, 1000kVA, ONAN, Dyn11, Z=6.25% with OCTC	2 No.		L.S.	
iii) b.	415/415V, 200kVA, Dry type, Dyn11, Z=4% with OCTC	1 No.		L.S.	
iii) c.	415/415V, 50kVA, Dry type, Dyn11, Z=4% with OCTC	1 No.		L.S.	
iv)	MV SWITCHBOARDS –				
iv) a.	415V, 1600A, 50kA (1 sec.), DO PCC with SF breaker panels, DF contactor feeders and NR without Data Concentrator, HMI	1 No.		L.S.	
iv) b.	415V, 800A, 50kA (1 sec.), DO PCC with SF breaker panels & DF contactor feeders, and NR without Data Concentrator & HMI	1 No.		L.S.	



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iv) c.	415V, 400A, 20kA (1 sec.), DO/DF LDB/ELDB	1 No.	L.S.		
v)	BATTERY, BATTERY CHARGERS AND DCDB - 110V, 250AH, Lead acid battery (2 X 50%) & redundant charger with DCDB	1 Set	L.S.		
vi)	UNINTERRUPTED POWER SUPPLY SYSTEM - Non-redundant UPS with Bypass and with Lead Acid battery backup (2 X 50%) with ACDB, 110V, 25kVA, with backup for 0.5 hrs	1 Set	L.S.		
vii) a.1	HV CABLES, 11kV (UE), XLPE, Al, 3CX 185 sq. Mm	100 M	L.S.		
vii) a.2	HV cable terminations	8 Nos	L.S.		
vii) b.	MV POWER AND CONTROL CABLES	Lot	L.S.		
vii) c.	FIRE ALARM	Lot	L.S.		
viii)	MV CAPACITOR BANKS - 415V, 250KVAR, indoor type Capacitor Banks with APFC	2 Nos	L.S.		
ix)	ANALOUGE ADDRESSABLE FIRE ALARM SYSTEM WITH MULTISENSOR DETECTORS, HOOTER, EXIT SIGNS, SIREN & BREAK GLASS UNIT	1 Set	L.S.		



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x)	415V, 250A, TPN, POWER DISTRIBUTION BOARD WITH 250A SWITCH INCOMER AND 10 NOS. 63A OUTGOING SWITCH FUSE FEEDERS	4 Nos	L.S.		
<b>1.1.B.1.6</b>	Mandatory Spares for defect liability period		L.S.		
<b>1.1.B.1.7</b>	Special Tools & Tackles		L.S.		
<b>1.1.B.1.8</b>	Cement		L.S.		
<b>1.1.B.1.9</b>	Reinforcement Steel		L.S.		
<b>1.1.B.1.10</b>	Structural Steel		L.S.		
<b>1.1.B.1.11</b>	Painting		L.S.		
<b>1.1.B.1.12</b>	First fill of Lubricants, Lube Oil, Grease, Silicon oil, other chemicals etc. and all consumables		L.S.		
<b>1.1.B.1.13</b>	MISCELLANEOUS-Any other item not covered above but required for the completion of work as per scope of workj (Bidder to identify)		L.S.		
	TOTAL		L.S.		

**NOTES:** Prices are inclusive of Third Party Inspection (TPI) charges and Freight charges.

**(STAMP & SIGNATURE OF BIDDER)**





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**FORM-SP-6**

**FURTHER BREAKUP OF PRICE FOR CONSTRUCTION / INSTALLATION PORTION**

S.N.	DESCRIPTION OF ACTIVITY	UNIT	INDIAN RUPEES (INR)	
			IN FIGS.	IN WORDS.
<b>1.1.C.1</b>	<b>CONSTRUCTION AS DETAILED IN FORM-SP-3:</b>			
i)	Civil Works including building works	L.S.		
ii)	Mechanical Works	L.S.		
iii)	Electrical Works	L.S.		
iv)	Instrumentation Works	L.S.		
v)	Railway Siding works	L.S.		
vi)	Balance Works	L.S.		
<b>1.1.C.2</b>	Commissioning	L.S.		
<b>1.1.C.3</b>	Conducting Performance Guarantee Test Runs	L.S.		
<b>1.1.C.4</b>	MISCELLANEOUS - Any other item not covered above but required for the completion of work (Bidder to identify)	L.S.		
	<b>TOTAL</b>	L.S.		

**NOTES:**

**Supply of Materials shall not be included in FORM-SP-6**

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FORM-SP-7

**PRICE SCHEDULE OF COMMISSIONING SPARES**

S.N.	DESCRIPTION OF RECOMMENDED SPARES	UNIT	QTY.	RATE			AMOUNT
				CURRENCY	IN FIGS.	IN WORDS.	

**NOTES:**

1. Contractor shall provide itemized priced list of Commissioning spares, **which shall be** inclusive of all taxes, duties, levies etc. along with the Bid. Prices of commissioning spares shall be kept valid up to the expiry of defect liability period.
2. Commissioning spares shall be included in the quoted supply prices. Quoted price for Commissioning spares shall be considered for Evaluation.

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FORM- SP-8

**TAXES AND DUTIES INCLUDED IN QUOTED PRICE**

S.N.	DESCRIPTION	AMOUNT IN INR				REMARKS
		CEILING AMOUNT ON WHICH TAX/DUTY IS APPLICABLE CONSIDERED INDIAN RUPEES (IN INR)		RATE OF TAX/DUTY CONSIDERED (IN PERCENTAGE)		
		IN FIG.	IN WORDS	IN FIG.	IN WORDS	
1.	Central Sales Tax without Form 'C'					
2.	Excise Duty					
3.	VAT without concessional Form					
4.	Service Tax					Construction of Warehouse to be used for storage of Post-Harvest infrastructure for agriculture produce and silos used for agriculture produce is presently exempted from Service Tax
5.	Custom duties					Bidder to note clause No. 8.3 d) of Instructions to Bidders while computing the Duty against S.No.5.

**NOTE: The above shall form the basis of implementing the provision of clause no. 7.5 of Special Conditions of Contract.**

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CENTRAL WAREHOUSING CORPORATION

BIDDING DOCUMENT  
PART-III: TECHNICAL SECTION  
FOR

CONSTRUCTION  
OF  
RAIL LINKED 50,000 MT CAPACITY FOOD GRAIN STORAGE SILOS AT  
CENTRAL WAREHOUSE (BASE DEPOT) AT NABHA (PUNJAB)

(BIDDING DOCUMENT NO.: AS/A951-000-PM-TN-4500/1001)