CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)

ISO 9001:2008 | ISO 14001:2004 | OHSAS 18001:2007
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Appendix-I

No. CWC/JPR-IV/Tech Delta/2019-20 Date: - 29.08.2019

E- TENDER NOTICE FOR SUPPLY OF Deltamethrin 2.5% WP

E-tenders under two bid system are invited, for entering into Annual Rate Contract for a period of one Year for the supply of the following item on the as and when required basis:-

S.No.	Description of item	Qty.*	Cost of Tender document (Rs.)	Process-ing Fee of tenders (Rs.)	Date of sale of bid	Last Date/time		EMD	Validity of tender
						Receipt of Bid	Opening of Bid		
1.	Deltamethrin 2.5% WP	3000 Kg.	1000/- (One Thousand only) plus GST@ 18%= 1180/-	500(Five Hundred only) plus GST@ 18%= 590/-	29.08.2019 to 19.09.19 up to 23:59	20.09.2019 up to 3.00 PM	20.09.2019 at 3.30PM	Rs.35000/- (Thirty Five Thousand only)	120 Days from the date of opening of bid

**** Quantity shown above will vary depending upon requirement from field units.***

Note: Earnest Money shall carry no interest and no claim shall lie against the Corporation in respect of interest under any circumstances.

Tender form can be downloaded from our e-Tendering website www.tenderwizard.com/CWC If any tenderer wishes to participate in the CWC tenders, tenderer has to ***register their firm once*** *with annual registration fee in our e-tendering website www.tenderwizard.com/CWC for* online e-Tendering in consultation with our service provider Mr. Deepak Jangir-9680005669 for **M/s. K.S.E.D.C. Limited.**

Cost of tender, e-tendering processing fee, registration fee and EMD can be paid online in the following modes:-

Sl. No.	*Mode of payment*
1.	*Credit/Debit Cards*
2.	*NEFT/RTGS*
3.	*Net Banking or Direct Debit*

The Tender Cost and EMD have to be deposited through above modes in CWC Bank account, as per details given below:-

- **Name of the Bank : STATE BANK OF INDIA**
- **Branch : MALVIYA MARG C-SCHEME, JAIPUR.**
- **IFSC Code Number : SBIN0007888**
- **Bank Account Number : 10215989541**

The details of Tender Cost and EMD has already mentioned at Page-1 of Appendix-I

The tender processing fee payable by vendors:

Sr.No.	Particulars	Charges
1.	For ECV based tenders Transaction fee payable by all Vendors	0.01% 0f Estimated Contract Value Minimum Amt.-Rs.500/-only Maximum Amt.-Rs.5000/-only
2.	For non-ECV based tenders Transaction fee payable by all Vendors	Rs.2000/- fixed on a flat rate basis for each vendor

Note:

a) The pricing is exclusive of taxes, duties, levies, etc.
b) GST @18% is extra as per GOI norms and shall be payable by CWC/contractors as applicable.

The unique transaction reference of RTGS/NEFT against the cost of tender, EMD shall have to be uploaded in the e-tendering system on Appendix-VII.

In case of claiming exemption for EMD, being the small scale industry, the Certificate of NSIC or an shall be enclosed. If it is found that neither EMD has been deposited nor an NSIC Certificate is uploaded, then the Tender will be rejected.

MSEs who are interested in availing themselves of the benefit of EMD exemption, the MSEs will enclose with their offer the proof of their being MSEs registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

(i) District Industries Centres
(ii) Khadi and Village Industries Commission
(iii) Khadi and Village Industries Board
(iv) Coir Board
(v) National Small Industries Corporation
(vi) Directorate of Handicraft and Handloom
(vii) Any other body specified by Ministry of MSME

In addition of the above, the following information may also be submitted by the Party, to **whom supply order will be awarded/issued along** with the bills:-

1. Party should raise invoice indicating therein clearly "original for buyers and tax / retail invoice with printed serial number."

2. The GST being claimed by the Party shall be clearly indicated separately in the invoice.

3. GST Number & PAN number should be indicated in the invoice clearly.

The tenders shall be accepted upto 3:00 PM on the dates mentioned above and shall be opened on the date mentioned in the Appendix-I in presence of the tenderers, who may wish to be present at their own cost or they can view through online website. In case, the dates mentioned above happen to be Public Holidays, the next working day will be reckoned for the purpose.

Tenders for chemicals shall be accepted only from the licensed manufacturers, who are actually manufacturing required formulation. The parties shall offer the material strictly conforming to the specifications, terms and conditions of the tender enquiry. The tenders not conforming strictly to specifications, other terms & conditions of the tender enquiry and incomplete/conditional tenders will be summarily rejected as invalid. Further in order to assess manufacturing facilities available with the tenderers, the inspection facilities may be required to be arranged by the party at the discretion of the Corporation.

***Post Purchase Inspection** has to conduct at the receiving end by the concerned staff of Central Warehousing Corporation and the same will be endorsed in receipt certificate. The payment to the supplier will be released only after the confirmation of receipt of consignment in good condition.*

The Central Warehousing Corporation reserves the right to accept/reject the tenders without assigning any reason and where there are two or more items in a tender, to accept the tender for any one or more items or any part thereof or to reject all tenders without assigning any reason, the decision of the Corporation in the matter shall be final and binding on the Tenderers.

Tender contains:-

1. ***Appendix - I***
2. ***Appendix -II***
3. ***Appendix -III***
4. ***Appendix -IV***
5. ***Appendix -V***
6. ***Appendix -VI***
7. ***Appendix -VII***

This NIT is the part of tender document and this tender document contains pages serially numbered from 1 to 59 excluding the NIT published in the newspapers.

Regional Manager

REGIONAL OFFICE: A-25, Sidarth House, Tilak Marg, C-Scheme, opp. Udyog Bhawan, Jaipur-302005.
Tele. 0141-2229471, 2229620 Fax-2229491 Email-rmjai.cwhc@nic.in

CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)

APPENDIX-II

(**SUBJECT TO JURISDICTION OF THE COURT OF THE APPROPRIATE STATE)**

No. CWC/JPR-IV/Tech Deltamethrin/2019-20 Date: - 22.08.2019

INVITATION OF E-TENDERS

a) Last date and time of receipt of tenders through e-tendering will be in accordance to the details mentioned in the NIT.

b) Tender shall be opened in accordance to the dates and times mentioned in the NIT.

Note: If the date fixed for opening of tenders is subsequently declared a holiday the tenders will be opened on the next working day following the holiday.

c) Tender shall remain open for acceptance for 120 days from the date of opening of tender.

d) Tender received without Earnest Money and not in proper form shall be summarily rejected.

Note:

i) Post tender offers, i.e. Modifications made by the tenders to their original tenders are not considered. On the other hand such cases would be reported to the Registering Authority for disciplinary action against the tenderers.

From:

REGIONAL OFFICE: A-25, Sidarth House, Tilak Marg, C-Scheme, opp. Udyog Bhawan, Jaipur-302005.
Tele. 0141-2229471, 2229620 Fax-2229491 Email-rmjai.cwhc@nic.in

Regional Manager,

Central Warehousing Corporation,

Regional Office, Jaipur.

To,

Dear Sir/(s),

1. On behalf of the Central Warehousing Corporation (hereinafter referred to as Corporation), invites E-tender for supply of stores detailed in the schedule attached to the e-tender form enclosed for one year commencing from the date of acceptance of tender subject to further extension by two months on the same rates, terms and conditions at the option of the Corporation. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule, please submit your tender/quotations to this office through the corporation e-tender website www.tenderwizard.com/CWC on the prescribed- tender.

2. **Particulars and specifications**: The stores shall comply with and conform to the specifications given in the schedule**.**

3. **(a) Preparation of tender/submission of tender**: - The tenderer shall submit all the documents including schedule only through E-tendering using class -3 digital signature which is taken from any of the controller of certifying authority.

(b)* The tenderer are not required to upload the entire tender documents instead they are required to submit a suitable declaration accepting the term & condition to tender as per (Annexure-I)confirming that he has understood the terms & condition of tender.

(c)* The declaration from the tenderer as per Annex- I be submitted with the technical bid confirming that he has understood the tender document and his bid complies with the tender requirements / terms & conditions of the tender document, he has quoted the rates without any condition / deviation and the rates quoted by him are as per tender document.

4. **Uploading/Signing of tender :-(a)** The tender/quotation is liable to be ignored if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to tender are not fully filled in. Particular attention must be paid to delivery dates and also to the particulars referred to in the general 'conditions of the contract'.

(b) The tender and other document connected with contract must furnish the following information/documents.

i. ***(a) Organization Details : In case the bidder is a Proprietorship Firm, Affidavit as per Annex – II 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.**

(b) Power of Attorney in favour of signatory(ies) duly attested by Notary as per Annex-III be submitted. Annexure III is for the purpose of guidance only and deviations in the wording can be accepted.

(c) Copy of Affidavit duly attested by the Notary as per Annex-IV be submitted certifying that the documents submitted alongwith the tender documents are under his knowledge and are authentic, genuine, copy of their original and no part of them is false, forged or fabricated.

(d) * Tenderers can be asked to give clarification and missing documents within a specified period of time failing which his technical bid will be rejected.

ii. The proof of licensed capacity/manufacturing/fabrication including the details of items/products manufactured and/or Certificate of competency/registration from the State Govt.
NSIC Certificate or certificate from any other agency for MSME registration should be attached, wherever applicable.

iii. Past experience.

Latest Performance Certificate issued by the PSU/Govt./Semi-Govt. Agencies/ Reputed Organisations.

iv. Integrity Pact duly signed by the tenderer as per Appendix-VI.

v. Check List as per Appendix-VII.

vi. * Tenderers can be asked to give clarification and missing documents within a specified period of time failing which his technical bid will be rejected.

vii.* **Solvency Certificate: The tenderers are required to attach Solvency Certificate issued by scheduled bank, which is valid at the time of submission of tender as per Annexure V.**

viii. **Tenderers should submit positive net worth certificate duly certified by a practicing Chartered Accountant as per Annex-VI based on the latest financial year for which accounts i.e. Profit & Loss Account and Balance Sheet have been enclosed with the tender.**

5. Earnest Money: -

Each tender must be accompanied by an EMD of Rs.35000/- (Rupees Thirty Five Thousand only) in the form of Demand Draft / Bankers Cheque / Pay Order or from/ RTGS / NEFT /or electronic mode from any scheduled bank in favour of Regional Manager, CWC, RO,Jaipur Payable at Central Warehousing Corporation, A-25, Sidarth House, Tilak marg, C-Scheme, Jaipur.

Tenders without earnest money shall be summarily rejected in consideration of the Tenderer being permitted to tender and his offer being considered to the exclusion of the non-tenderer, the earnest money shall be liable to be forfeited if the tenderer after submitting his tender, resiles from the offer or modifies the rate or terms and conditions thereof in any manner. The earnest money is also liable to be forfeited in the event of the tender's failure after the acceptance of his tender, to furnish the requisite security deposit by the due date without prejudice to other rights or remedies of the Corporation under the contract and law. Earnest money will be returned to all the unsuccessful tenderer after the successful tenderer has signed the agreement & has deposited the requisite security deposit. Earnest money deposited by the successful tenderer shall be treated as part of the security deposit. No interest shall be payable on the earnest money in any case.

6. **Security Deposit:** The successful tenderer shall be required to deposit security five times of the earnest money within seven days of the receipt of that order by DD/Bank Guarantee from a Nationalised Bank **/*Scheduled Bank** as given in the format **(Appendix-IV)** failing which it shall be lawful for the Corporation to forfeit the earnest money and purchase the goods at the risk and cost of the successful tenderer if the tenderer fails to furnish the security in the above manner. In case the contractor/supplier having been called upon by the Corporation to furnish security fails to do so within the specified period, the Corporation will be within its rights to recover from the contractor the amounts of such security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with Corporation.

a. The security deposit furnished by tenderer shall carry no interest and would be subject to the condition that Corporation is not held responsible for any loss that may result from the failure of the Bank or from depreciation of the security or from any cause.

b. If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

7. **Period of Delivery**: The supply will be tendered for inspection within such time as may be specified in the Supply order.

Clear RR/GR shall be obtained by the contracting tenderer from the Railway/Road Transport and sent to the respective consignees by Registered/AD Post under intimation to Corporate Office of the Corporation.

8. **Latest hour for receipt of tenders**: Your tender through e-tendering must reach this office not later than as per dates and times prescribed in the NIT.

9. **(a) Validity of offers**: In consideration of the rates or premises, award of the offer (Tender) shall remain open for acceptance without any modification in the rates or terms and conditions of tender for a period of **120 days** from the date of the opening of the tender/quotations and in the event of any breach of this condition, without prejudice to any other right or remedy of the Corporation, the earnest money shall be liable to be forfeited.

(b) * Corporation can request the bidders' consent to extend validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the validity period. The bidders may refuse the request of the Corporation without forfeiting their EMD. In case the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the Corporation, the bid validity shall automatically be extended up to the next working day.

10. **Period of Contract**: The Contract rates shall hold good for a period of one year from the date of acceptance of tender if the contract is not terminated earlier and, may be extended by two months if so desired by the Corporation. You shall be bound to make supplies at the contract rate of the contracted items of

the stores in such quantities or numbers as the Corporation may place order from time to time upto the period of one year of rate contract or further period of two months in the event of extension of the aforesaid period by the Corporation.

11. **Opening of tender:** You are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified or tender can be viewed online website www.tenderwizard.com/CWC. If the date fixed for opening of tender is a holiday, the tender will be opened at the same time on the next working day following the holiday or holidays.

12. **Rates:** Rates shall be quoted in unit/quantity F.O.R. destination anywhere in India, covered adequately by Insurance and must be inclusive of cost of packing, handling, insurance charges and **all applicable taxes except GST**. **GST shall be paid extra at applicable rates subject to submission of tax invoice as per rules under GST. CWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source.**

An Insurance cover to cover the damage, loss, theft etc., of the stores/supplies in the transit shall be taken in the name of the Corporation. In the event of loss, the contractor shall have to pursue the claim with the Insurance Company for the recovery of the compensation unless otherwise desired by the Corporation in writing.

Under GST Regime, the supplier is required to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Non-Compliance would result in mis-matching of claims and denial of input tax credit to CWC. Notwithstanding, anything contained in agreement/ contract, in case of such default by the supplier the amount of Input Tax Credit denied to CWC in GST along with interest and penalty shall be recovered from the supplier.

13. **Packing and Marking**: The method of packing shall be as indicated in the relevant ISI specification and in the absence of ISI specification, such specification as provided in our schedule to tender and the General Conditions of contract.

14. The Corporation does not bind itself to purchase any/all the quantity and to accept the lowest tender and reserves to itself the right to increase or decrease the quantity and to accept or reject any or all tenders without assigning any

reasons thereof. The quantity/numbers shown in the schedule is only approximate. It can be increased or reduced at the sole discretion of purchaser and/or supply can be splitted among more than one tenderer.

15. The supply order can be split between L-1 and L-2 on the rates agreed in respect of L -1 in the ratio of 60:40 at the discretion of the Corporation.

16. The Corporation is not bound to accept tender in respect of all items of stores and reserves the right to accept the tender in respect of one or more items of stores.

17. Acceptance by the Corporation will be communicated by Fax or by speed post or through e-mail. In case where acceptance is communicated by Fax or Speed Post letter, the formal acceptance of tender will be forwarded to you as soon as possible but the instructions contained in the Fax or Speed Post through e-mail letter should be acted upon immediately. By the issue of communication of acceptance the contract for supply of commodities/articles/equipments referred there in will come into existence. You will, however, be required to enter into a formal agreement on non-judicial stamp paper of the appropriate value in the enclosed form (Appendix-III) within seven days of the receipt of acceptance.

18. In the event of acceptance of the tender in respect of all or any of the items of tender, the contract will be governed by the general conditions of contract annexed hereto as Appendix-II.

19(i) Such Small Scale Units registered with the National small Industries Corporation under revised scheme who can produce certificate of competency for manufacture of the above said stores from above Corporation would be issued tender forms free of cost, and will also not be required to submit the requisite earnest money upto the monetary limit fixed by the NSIC. Tenders should furnish requisite amount of earnest money with the tender beyond monetary limit fixed in the registration certificate by NSIC. This concession will not be available to the parties who do not furnish Registration and Competency Certificate mentioned in the paragraph also this concession will not be available for the tender processing fee which has to be paid to M/s.KSEDC Ltd.

19(ii)

(a) Tender documents shall be provided free of cost to Micro & Small Enterprises (MSEs)

(b) MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD)

(c) MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSEs registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

(i) District Industries Centres
(ii) Khadi and Village Industries Commission
(iii) Khadi and Village Industries Board
(iv) Coir Board
(v) National Small Industries Corporation
(vi) Directorate of Handicraft and Handloom
(vii) Any other body specified by Ministry of MSME

(d) The MSEs must also indicate the terminal validity date of their registration.

(e) The benefit as stated above to MSE, shall be available only for goods and services produced & provided by MSEs for which they are registered.

(f) Participating MSEs quoting price within a price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE., and such Micro and Small Enterprise shall be allowed to supply upto 20 percent of total tendered value, a sub-target of 20% out of 20% is to be earmarked for MSE owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). However, for procurement of services or supplies where quantity is not splittable or non-dividable, MSE quoting price within the price band or L1+15% may be awarded for full / complete supply of total tendered value.

(g) MSME Enterprises/Units owned by SC/ST should provide authenticated document in support of their claim for the benefit to be extended to them. The definition of MSEs owned by SC/ST is as under:-

1. In case of proprietary MSE, the proprietor(s) shall be SC/ST.

2. In case of partnership MSE, SC/ST partners shall be holding at least 51% shares in the unit.

3. In case of private limited companies at least 51% share shall be held by SC/ST promoters.

In case the MSE does not fulfill the criteria Sr.No. (c) and (d) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

20. Preliminary scrutiny of bids

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

(i) **The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed);**

(ii) **The bid is not legible;**

(iii) **Required EMD and cost of tender has not been received;**

(iv) **The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.**

(v) **The bidder has not quoted for all the items, as specified in Section – I (IFB).**

(vi) **The bidder has not agreed to the essential conditions like payment terms, warranty clause, liquidated damage clause dispute resolution mechanism etc.(having significant bearing on the cost/ performance/utility of the required items) incorporated in the bid document.**

Only the bids which are not unresponsive shall be taken up for further evaluation.

21. Further evaluation of Stage. I Technical Bid

(a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.

(b) Corporation, if necessary, can ask the tenderer for any specific clarification relating to qualifying document / condition or can seek missing document(s) within the specified time of 10 to 15 days. For this purpose, the procedure stated below is to be followed and the specific clarification and missing document is required to be uploaded on the same portal as per the procedure prescribed therein.

(c) Corporation can waive any minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.

(d) The tenderer has the option to respond or not to respond to these queries.

(e) The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.

(f) If the tenderer fails to respond, within the stipulated time period or the clarification(s)/document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.

(g) All the responses to the clarifications will be part of the Proposal of the respective tenderer and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement.

For obtaining clarification / missing documents, following procedure can be followed:

(i) **An Icon for clarification shall appear on "Bid details" page (in front of each of the bidder's name) at Corporation's end after opening of Technical / Financial Bid.**

(ii) **Corporation shall click on clarification icon for the desired bidder and enter the details of clarifications / missing documents sought within the prescribed time.**

(iii) **After entering the details of clarification / missing document sought by the Corporation, same icon shall appear at Bidder's end for replying to the particular clarification / missing document sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification / missing document sought by the Corporation.**

(iv) **Bidder will click on clarification icon and will reply to the same and upload the required document (optional) in support of clarification sought and also submit missing document, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.**

(v) **Once the prescribed time expires, clarification icon from bidder site shall also disappear automatically.**

(vi) **After expiry of prescribed time, Corporation shall download the clarification / missing document submitted by the bidder.**

22. Only in those tenders where as per the estimated value of the work, the tenderer should be asked to submit the pre-contract integrity pact and the same should be included in the eligibility / Qualifying Criteria. Otherwise, the requirement of submission of Pre-contract Integrity Pact can be removed from the Qualifying Criteria.

Where after scrutiny of the tenders, if it is found that the pre-contract integrity pact has not been signed by the tenderer on all the pages, he can be asked again to submit the same duly signed on all pages within the specified period through the Clarification Icon.

23. Tenderer has to sign the Integrity Pact as per Appendix-VI for contract having estimated value of Rs.1.00 Crore and above while submitting the tender, otherwise the tender will be rejected.

Yours faithfully,

Regional Manager

Central Warehousing Corporation, Jaipur

GENERAL CONDITIONS OF CONTRACT

I. Definitions and Interpretation

1. In the contract and the General and special conditions governing it, unless the context otherwise requires:

a) The tender is to be uploaded in two parts, Part-I containing technical specifications and Part-II containing financial offer of Appendix-V

b) "Acceptance of tender" means the letter/memorandum communicating to the contractor the acceptance of his tender,

c) "Corporation" means the Central Warehousing Corporation established under Section 3 of the Warehousing Corporation Act, 1962.

d) "Consignee" includes the Officer to whom the stores are required to be dispatched by rail, road, air or steamer.

e) "Contract" means the invitation to tender inclusive of instructions to tenders, and subject to such subsequent modifications if any, the rates quoted by the tenderer in the tender, acceptance of tender the general and special conditions, annexed to the Invitation of Tender and such other conditions, if any, as may be mutually agreed upon in writing. No terms and conditions mentioned in the tender of the tenderer which is in consistent with invitation of the tender and general conditions of contract shall be deemed to be the part of the contract unless it is expressly agreed to by communication of the acceptance of the tenders.

f) "Contractor" means the person with whom the contract is made and includes his heirs, executors, and administrator's successors and permitted assignees, as the case may be.

g) "Inspecting Officer" means officer(s) of Central Warehousing Corporation authorized for the purpose of inspection of the stores or work under the contract.

h) "Material" means anything used in the manufacture or fabrication of the stores.

i) "Stores" means the goods specified in the schedule, which the contractor has agreed to supply under the contract.

j) "Unit and Quantity" means the unit and quantity specified in the Schedule.

2. Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act 1872, or the General Clauses Act 1897 as the case may be, including latest amendments.

II. **Parties: -**

a) Parties to the contract are the contractor and the Central Warehousing Corporation having its A-25, Sidarth House, Tilak Marg, C-Scheme, opp. Udyog Bhawan, Jaipur and the respective Regional Managers.

b) Address of the contractor and notices and communications on behalf of the purchaser.

"For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be the address to which all communications and notices addressed to the contractor shall be considered to by duly served if the same shall have been delivered, left, or posted by registered post, unless the contractor notifies a change by a separate letter sent by Registered post acknowledgement addressed to the Regional Manager **A-25, Sidarth House, Tilak Marg, C-Scheme, opp. Udyog Bhawan, Jaipur."**

III. Authority of the Managing Director or an Officer acting on behalf of him.

For all purposes of the contract including arbitration proceedings there under, the Managing Director of the Corporation or any other officer authorized to act on his behalf shall be entitled to exercise all the rights and powers of the purchaser.

IV. Responsibility of the contractor for executing the contract.

1. **Risk in the Stores**: The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the contractor his agents or servants, a carrier, or in the Joint possession of the contractor, his agents or servants and the purchaser, his agents or servants, shall remain in every respect at the risk of the contractor until their actual delivery to the consignee at the stipulated place or destination. The contractor shall be responsible for all loss, destruction damage or deterioration of or to the stores arising from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit to the consignee. The contractor shall alone be entitled and responsible to make claim against the Railway administration or other carrier in respect of non-delivery, short delivery miss delivery, loss, destruction, damage or

deterioration of goods entrusted to such carrier by the contractor for transmission to the consignee.

2. **Consignee's right of rejection**: Notwithstanding any approval which the Inspecting Officer of the Corporation may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspecting Officer or under the direction of the Inspecting Officer it shall be lawful for the consignee on behalf of the purchaser to reject the stores or any part portions or consignment thereof within a reasonable time after actual delivery there to him at the place of destination specified in the schedule if such store or part, portion or consignment thereof is not in all respect in conformity with the specifications whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

   Provisions contained in the clause relating to the removal of stores rejected by Inspecting Officer shall mutatis mutandis apply to stores rejected by the consignee as herein provided.

3. **Subletting and assignment**: Save with the previous consent in writing of the Corporation the Contractor shall not in any manner sublet, transfer or assign the contract or any part thereof or interest therein whatsoever.

4. **Assistance to the Contractor:** The contractor shall be solely responsible to procure all the material required for the fulfillment of the contract.

V. Security Deposit

i) On acceptance of the tender, the contractor shall at the option of the Corporation and within the period specified by it furnish such security deposit for due performance of the contract as the Corporation may specify and the security shall be in the form of Demand Draft in favour of the Corporation or Bank Guarantee for the required amount of any Nationalized Bank/Scheduled Bank or the State Bank of India.

ii) If the contractor having been called upon by the Corporation to furnish security fails to do so within the specified period, it shall be open to the Corporation.

   a) to recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the Corporation, or

b) to cancel the contract and to forfeit the Earnest Money without prejudice to its further rights to purchase or authorize the purchase of the stores at the risk and cost of the contractor.

iii) The Security Deposit shall carry no interest and no claim shall lie against the Corporation in respect of interest under any circumstances.

iv) If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be open to the Corporation to forfeit either in whole or in part, in its absolute discretion, the security deposit furnished by the contractor or to appropriate the security deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses, or cost that may be suffered or incurred by the Corporation. Save as aforesaid if the contractor duly performs and completes the contract in all respects and presents an absolute 'No Demand Certificate' in the prescribed form, the Corporation shall refund, the security deposit within the period of six months of the receipt of supplies at destinations in conformity with the specifications and other terms and conditions, after deducting all costs and other expenses that the corporation may have incurred.

v) The decision of the Corporation in respect of damages, losses, charges, costs or expenses shall be final and binding on the contractor.

vi) In the event of the security deposit being insufficient or if the security has been wholly forfeited the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due, or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable the contractor shall pay to the Corporation on demand the balance due. Extension of time shall be granted only to such suppliers who have executed the agreement and furnished the requisite security deposit.

LAPSE OF SECURITY DEPOSIT

Security Deposits which are not claimed within **three years** from the date of last supply or date of completion of work in all respects or payment of balance amount of final bill, which is later, shall be treated as having irrecoverably lapsed/become time barred.

VI. SPECIFICATIONS ETC.

The stores shall be of the best quality and shall conform to relevant ISI specifications, if any, in force at the time of placing of the order, and shall otherwise be in accordance with the particulars specified in the schedule as per Appendix-V unless any deviation has been expressly specified in the acceptance of tender. The stores shall further be in all respects acceptable to the Inspecting Officer and/or the Corporation.

VII. SPECIAL CONDITION OF SALE

(i) **Guarantee**: The contractor hereby guarantees that the stores sold to the buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specification and particulars specified in the schedule enclosed hereto and the contractor hereby further guarantees that notwithstanding any inspection and approval of the purchaser (Inspector) of the said stores, if during the guarantee period specified in Appendix-V schedule to tender(Part-I) the said stores be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the purchaser will be final and conclusive), the purchaser will be entitled to reject the said stores or such portion thereof as may be discovered not to conform to the said description and quality and on such rejection of the stores will be at the contractor's risk and all the provision here in contained relating to rejection of goods etc., or such portion thereof as is rejected by the purchaser shall apply and the contractor will pay to the purchaser such damages as may arise by reason of the breach of condition herein contained. Nothing herein contained shall prejudice any other rights of the purchaser in that behalf under this contractor or otherwise in law.

For a period as specified in schedule to tender Part-I (Appendix-V) from the date of delivery of the machine/equipment/chemical, the contractor shall be responsible for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship, the machine/equipment/chemical but not otherwise and shall remedy such defects at contractor's own cost, when called upon to do so, by the purchaser, who shall state in writing in what respect the machine/equipment/chemical is faulty. If it becomes necessary for the contractor to replace or review any defective parts, the parts so replaced and renewed will until the expiry of three months from the date of such replacement or renewal or until the end of the period of guarantee which ever may be later,

the contractor shall undertake to make good the same within a reasonable time; if any defects be not remedied within a reasonable time, the purchaser may proceed to get the defects remedied at contractor's risk and expense but without prejudice to any other right which the purchaser may have against the contractor in respect of such defects.

If the replacements or renewal are of such a character as may affect the efficiency of the machine/equipment/chemical, the purchaser shall have the right to give to the contractor within one month from such replacement or renewal, notice in writing that tests and completion will be carried out and should such tests show that the machine/equipment/chemical does not infringe the guarantees given in the contract the cost of the test shall be borne by the purchaser, otherwise the cost of the tests shall be borne by contractors.

***In respect of chemicals, which are found to be as per the specification as per pre-dispatch inspection but subsequently if the same are found ineffective after use/consumption for treatment of food grain and other stock, CWC will have a right to arrange joint sampling and testing of such chemicals in NABL (National Accreditation Board for Testing and Calibration Laboratories) selected by the purchaser. If such chemicals are found not as per the specification in NABL approved lab, the purchaser has every right to claim the cost of chemicals already consumed and also lodge a claim on the supplier on account of financial loss due to damage to the stock/other items and any other consequential loss.**

(ii) **Service Facilities:** The contractor undertakes to provide free servicing facilities at the centers where such facilities exist or depute duly authorized agents to render the same when called upon to do so in respect of machine/equipments for a period of twelve months from the date of supply.

VIII. Packing

1. The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail, road, so as to ensure they're being free from loss or damage physical or chemical on arrival at their destination.

2. Unless otherwise provided in the schedule all containers (including packing cases, boxes, tins, drums, and wrappings) in which the stores

are supplied by the contractor shall be considered as non-returnable and their cost as having been included in the contract prices.

3. Without prejudice to other rights under this contract or otherwise, the Inspecting Officer, may reject the stores if the stores are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the contractor.

4. Each consignment shall contain a packing note specifying the name and address of the contractor, number and date of the acceptance of tender or supply order and the designation of the purchase office or officer issuing the supply order the description of the stores and the quantity contained in such consignment.

(IX) DELIVERY

1. The supply order will be placed by the respective Regional office from time to time against Rate Contract entered into with the supplier by the Regional Office.

   The contractor shall deliver the stores in accordance with the conditions of contract at the time and the place and in the manner specified in the schedule.

2. Passing of Property: Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee as the case may be, in accordance with the condition of the contract. In case where local delivery or free delivery at the specified destination is stipulated, state the Railway Receipt, consignment notice, or the bill of lading, Warehouse Certificate as the case may be, in accordance with the terms of the contract.

3. The purchaser shall not be liable to assist in securing or to arrange for or provide transport to the contractor.

4. The time for or the date for delivery, the essence of the Contract:-

   The time for or the date for delivery of the stores stipulated in the schedule is the essence of the contract and delivery must be completed no later than the time or date (s) as specified.

5. **Assistance to the Inspecting Officer**. The contractor shall provide free access to his works and records to the Inspecting Officer or such officer as may be nominated by the Corporation for the purpose and assisting the progress of the deliveries under the contract.

6. The purchaser shall not be bound to apply for delivery but the contractor shall where the stores are ready for inspection and test, send a notice in writing, specifying the place where inspection is offered to the concerned officers of the Corporation who shall on receipt of such notices notify to the contractor, the date and time when the stores would be inspected.

7. **Failures and termination**: If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such period, the Corporation may without prejudice to the right of the purchaser to recover damages for breach of the contract may exercise either of following options.

   (i) Recover from the contractor, such percentage not exceeding 10% of the price of any stores which the contractor has failed to deliver within the period fixed for delivery in the schedule for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period; or

   (ii) Purchase or authorize the purchase elsewhere without notice to the contractor, on his account at the risk of the contractor, of the stores not so delivered or others of similar description (where stores exactly comply with particulars are in the opinion of the Corporation which shall be final not readily procurable) without cancelling the contract in respect of the installments not yet due for delivery; or

   (iii) Cancel the contract or a portion thereof and (i) purchase stores not delivered or others, of similar description (which stores exactly complying with particulars are not in the opinion of the Corporation, which shall be final, readily procurable) at the risk and cost of the contractor and where action was taken under sub-clause (ii) above and sub clause (iii) the contractor shall be liable for any loss which the purchaser may sustain on that account provided the purchase, or any agreement to purchase such is made in case of failure to deliver the stores within the period fixed for such delivery in such schedule, within six months from the date of cancellation of the contract. The contractor shall not be entitled to any gain on such purchase and the manner and

method of such purchase shall be necessary for the purchaser to serve a notice of such purchase on the contractor and claim difference between the contract price and the price prevailing at the time of breach of the contract.

(iv) Whenever any claim for the payment of a sum of money arises out of or under the contract against the contract, the Corporation shall be entitled to recover such sum by appropriating the whole or in a part the security deposited by the contractor.

In the event of security being insufficient the balance shall become immediately recoverable from the contractor and till realization of such amount from the contractor, the Corporation shall have lien on all unpaid bills of the contractor whether relating to this or any other contract of the contractor with the Corporation and also on security deposit and earnest money relating to other contract.

8. **Notification of Delivery:** Notification of delivery or dispatch in regard to each and every installment shall be made to the purchase officer. The contractor shall further supply to the consignee, packing accounts quoting numbers of the acceptance of tender and or supply order and date of dispatch of the stores. The railway receipt of the consignment note shall be sent to the consignee by registered post immediately on the dispatch of stores. The contractor shall bear and reimburse to the purchaser, demurrage charges, if any, paid by reason of delay on the part of the contractor in forwarding the Railway receipt or the consignment note as the case may be.

X. INSPECTION AND REJECTION

1. **Assistance for test and examination:** The contractor shall make the necessary arrangements for the inspection by the committee so that they are satisfied that the stores are being and/or have been manufactured in accordance with the specifications/sample. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the contractors work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspection Officer. The Corporation may at its discretion; draw random samples in respect of the supplies made by the contractor and get them tested by any BIS

recognized laboratory. The entire cost of such test shall be borne and paid by the contractor to the Corporation. If such analysis reveals that the material supplied is not in conformity with the specifications, the supplier shall pay such compensation as may be decided by the Managing Director whose decision in the matter shall be final and binding.

2. **Cost of Test**: The contractor shall provide without any extra charge all materials, tools, labour, and assistance of every kind which the Inspecting Officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the contractor's premises and the contractor shall bear and pay all costs attendant thereto.

3. **Delivery of Stores for Test:** The contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspection Officer may specify, such materials or stores as he may require.

4. **Method of Testing:** The Inspecting Officer shall have right to adopt such manner and method of testing as he may think it proper and the contractor should not be entitled to question such manner or method on any grounds whatsoever.

5. **Stores Expended in Test**: If the test proves satisfactory and the stores or any installments thereof is accepted, the quantity of the stores or materials expended in test will be deemed to have been taken delivery of by the purchaser and be paid for as such, otherwise it shall be at the cost of the contractor.

6. **Inspecting Officer:** Final authority and to certify performance, the Inspecting Officer shall have the power:-

   (i) Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adopting of any unsatisfactory method of manufacture.

   (ii) To reject any stores submitted as not being in accordance with the particulars.

(iii) to reject the whole of the installments tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.

(iv) to mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.

7. **Consequence of Rejection**: If on rejection of any of stores by Inspecting Officer or consignee at the destination; the contractor fails to make satisfactory supplies within the stipulated period of delivery the Corporation shall be at liberty to:-

(i) Allow the contractor to resubmit the stores in replacement of those rejected, within a specified time, the contractor bearing the cost of freight and other expenses in connection thereof, if any, on such replacement without being entitled to any extra payment on that account; or

(ii) Purchase the quantity of the stores rejected either of the same description or of similar description (when stores exactly complying with particulars are not in the opinion of the Corporation which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor liability as regard the supply of any further installment due under the contract, or

(iii) Cancel the contract and (a) purchase the stores of the same description or of a similar description (when stores exactly complying with particulars are not in the opinion of the Corporation which shall be final, readily available) at the risk and cost of the contractor or (b) claim difference between the contract price or the price prevailing at or about the time of breach

8. **Inspecting Officer's Decision as to Rejection Final**: The Inspecting Officer's decision as regards the rejection shall be final and binding on the contractor.

9. **Notification of Result of Inspection**: Unless otherwise provided in the specifications in the schedule, the examination of the stores will be made as soon as practicable after the same has been submitted for inspection and the result of the examination will be notified to the contractor.

10. **Marking of Stores:** The contractor shall, if so required, at his own expenses mark or permit the Inspector mark all the approved stores with a recognized purchaser's mark.

11. **Removal of Rejections**: (a) Any stores submitted for inspection at a place other than the premises of the contractor and rejected shall be removed by the contractor subject as herein after provided within fourteen days of the date of receipt of intimation of such rejection.

    (b) Such rejected stores shall under all circumstances lie at the risk of the contractor from the moment of such rejection and if such stores are not removed by the contractor within the period afore mentioned, the Inspecting Officer may either return the same to the contractor at his risk and cost by such mode of transport as the Corporation or inspecting officer may select, or dispose of such stores at the contractor's risk on his account and retain such portion of proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period for which the rejected stores are not removed.

12. **Inspection Notes**: On the stores being found acceptable by the Inspecting Officer, he shall furnish the contractor with necessary copies of inspection notes duly completed for being attached to the contractor's bill in support thereof.

13. This NIT is the part of tender document. In order to assess manufacturing facilities available with the tenderers, the inspection facilities may be required to be arranged by the party at the discretion of the Corporation. Visit to the party's premises/site/manufacturing unit shall be at the discretion of the CWC.

14. Post Purchase Inspection has to be conducted at the receiving end by the concerned staff which will be reported in receipt certificate. The

payment to the supplier will be released only after the confirmation of receipt of consignment in good condition.

XI. RECOVERY OF SUMS CLAIMED:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the 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 Deposit for the purpose aforesaid 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 to the contractor under the same contract or any other contract with the Corporation pending finalisation or any other contract with the Corporation pending finalisation or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or money so withheld or retained under the lien referred to above, by the Corporation, will be kept withheld or retained as such by the 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 or interest on 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, 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, whether in his individual capacity or otherwise.

EXPLANATION: The provisions of the above said clause will fully apply to the cases where the contractor has furnished the bank guarantee in lieu of Security Deposit, and on any of the above eventualities arising, the Corporation shall be entitled to claim from the bank the full amount of the guarantee and retain and deal it in the manner provided in the above clause.

XII. PAYMENTS UNDER THE CONTRACT:

Unless otherwise agreed upon between the parties, payments for delivery of the stores will be made on submission of bills in accordance with the instructions given in

the 'Acceptance of Tender' by a cheque or demand draft on any Branch of the State Bank of India or any other Nationalized/Scheduled Bank.

Payment for the stores or for each consignment thereof, will be made to the contractor on submission of bills directly and not through any bank or other agency by the Corporate Office, New Delhi / the respective Regional Managers by whom the supply orders have been placed in the following manner:-

90% of the price of the Stores or each consignment thereof shall be paid on proof of dispatch to the consignee on production of an inspection note issued by the Inspecting Officer and of insurance cover to cover all risks in transit. The number and date of Railway Receipt on the consignment note under which the goods charged for in the bill are dispatched to the consignee shall be quoted in the bill.

In compliance to CVC instructions, CWC is introducing E-Payment system for 3rd party payment with immediate effect. It is requested that following information/ particulars may please be intimated at the earliest for enabling CWC to make E-Payment :

a) Permanent Account No. (PAN)
b) Bank Account No. of the Firm/Company
c) Name & Address of the Bank & Branch
d) I.F.S.C. Code No. of the Branch
e) GST Number.

In addition of the above the following information may also be submitted with the bills:-

- You should raise invoice indicating therein clearly "original for buyers and tax/retail invoice with printed serial number".
- The GST (CGST+SCGST or IGST) claimed by the party shall clearly be indicated separately in the invoice.
- GST & PAN number should be indicated in the invoice.

The balance 10% shall be paid within 60 days of receipt of stores for each consignment thereof in accordance with the terms of contract, in good condition by the consignee with a certificate to that effect endorsed on the copy of the Inspection Note by the consignee, which shall accompany the bill submitted by the supplier/contractor.

In all cases of local delivery full payment shall be made on submission of 'Final 100% Bill' supported by the Inspection Certificate to the Corporation.

XIII. INDEMNITY:

The contractor shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark. Provided always that in the event of any claim in

respect of alleged breach of the patent or registered designs of trade mark being made against the purchaser, the purchaser shall notify to the contractor the same and the contractor shall at his on expenses either settle any such disputes or conduct at his own expense any litigation that may arise there from.

XIV. INSOLVENCY AND BREACH OF CONTRACT / BLACK LISTING:

The Corporation may at any time by notice in writing summarily determine the contract without compensation to the contractor in any of the following events, that is to say:-

(i) If the contractor, being an individual or if a firm, any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take proceedings for composition under any insolvency act for the time being in force or made any conveyance or assignment of his effects or into any arrangements of composition with his creditor or suspend payment or if the firm be dissolved under the partnership act; or

(ii) If the contractor being company is wound up voluntarily or by the order of a Court or a Receiver Liquidator or Manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a receiver, liquidator or manager; or

(iii) If the contractor commits any breach of the contract not herein specifically provided and that such determination shall not prejudice any right of action or remedy, which shall otherwise be open to the purchaser.

(iv) ***CWC reserves the right not to consider parties having any dispute resulting into any type of loss to the Corporation due to negligence etc. or failed to fulfill the contractual obligations during the last five years in order to protect its interest.***

(v) **The Corporation reserves the right to black list and/or debar the vendor from future participation for a period up to three years in the tender inquiry provided that :**

- **He fails to fulfill any contractual obligations.**
- **He gives false information and/or submits any fake document for acquiring the contract.**

- **Any penalty imposed by the Hon'ble Court of Law and/or black-listing/debarring by any other PSU/Govt./Semi-Govt. Agency.**
- **His overall conduct is not found satisfactory.**
- **Any irregularity noticed at any stage.**

(vi) **Every tenderer has to sign the Integrity Pact as per Appendix-VI while submitting the tender; otherwise his tender will be rejected.**

XV. ARBITRATION:-

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

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

The Venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

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

The costs of arbitration shall be borne by the parties as per the decision of the arbitrator.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing of date of the first hearing.

The arbitrator shall give separate award in respect of each dispute or difference referred to him.

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

APPENDIX –III

AGREEMENT

The agreement made on this _____ day of 20 _____ between the Central Warehousing Corporation, A-25, Tilak Marg, C-Scheme, Jaipur established under Warehousing Corporations Act, 1962 (hereinafter called the 'Corporation') and M/s._____ a* partnership firm, consisting of partner, namely (1)_____ (2)_____ / a company registered under the Indian Companies Act/individual carrying a business in the name and style of M/s._____ (hereinafter called the Contractor) which term shall include, unless repugnant to the context, his/heirs and legal representatives, executors/administrators and successors.

WHEREAS the Corporation being in requirement of _____ had invited tenders for the supply thereof vide tender No._____ _____. And WHEREAS the rate/rates submitted by the Contractor in his/their/its letter dated_____ has/have been accepted by the Corporation, vide communication No. _____ dated _____ .

It is hereby witnessth:

The terms and conditions incorporated in tender No. _____ form an integral part of this agreement and will be the sole repository of the terms and conditions governing the supply of_____ to be made by the contractor to the Corporation at the rates specified in the letter dated _____ of the contractor, and the said letter of the Contractor is to be referred to only for the purpose of rates.

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

Witness (with full Address) Suppliers Address
Signature_____

(Name & address of supplier)

seal

1.

2.

for and on behalf of CWC

*strike out whichever is not applicable.

APPENDIX –IV

MODEL FORM OF BANK GUARANTEE BOND FOR SECURITY GUARANTEE BOND

In consideration of the Central Warehousing Corporation, A-25, Tilak Marg, C-Scheme, Jaipur (hereinafter called "the Corporation" having agreed to exempt (hereinafter called)" the said Contractor(s) from the demand, under the terms and conditions of an Annual Rate Contract dated_____ and Agreement dated _____ made between Central Warehousing Corporation and_____ for _____ (hereinafter called "the said ARC/Agreement) of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said ARC/ Agreement on production of a bank guarantee for Rs. _____ (Rupees _____) We, _____ (hereinafter referred to "the Bank") at the request of _____ (contractor (s) do hereby undertake to pay the Corporation an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to are suffered by the Corporation by reason of any breach by the said Contractor(s) of any of the terms and conditions in the said ARC/ Agreement.

We_____ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said contractors) of any of the terms or conditions contained in the said ARC/ Agreement or by reason of the contractor(s) failure to perform the said ARC/Agreement. Any such demand made on the Bank shall be conclusive as regard 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. _____.

We undertake to pay to the Corporation any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/supplier(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 a valid discharge of our liability for payment there under and the contractor (s)/supplier(s) shall have no claim against us for making such payment.

We _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said ARC/Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said ARC/Agreement have been fully paid and its claims satisfied or discharged or till _____ or the Corporation certifies that the terms & conditions of the said ARC/agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

We _____ further agree with the Corporation that the Corporation 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 ARC/agreement or to extent 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 Corporation against the said contractor (s) and to for bear or enforce any of the terms and conditions relating to the said ARC/Agreement and 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 for bearance act, or omission on the part of the Corporation any indulgency by the Corporation to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

We _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of Corporation in writing.Dated the _____ day of _____

For _____

(Indicate the name of the Bank)

Annex-I

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 has been submitted along with the required documents and same has 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 conditions of the Tender Document and for all the items.

Stamp and signature of the bidder : _____

Name of the bidder : _____

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

Annex-II

AFFIDAVIT

(For Sole Proprietary Firm)

I, ……R/o ……
……
……. do herby 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…….
……
…….

DEPONENT

Place:

Date:

VERIFICATION

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

DEPONENT

Place:

Date:

Annex-III

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

POWER OF ATTORNEY

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

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

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

(In H&T tenders in the case of Consortium/ Joint Venture)

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

Dated this the _____day of _____20

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

_____

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

Seal of the Proprietorship firm/ Partnership firm/ Company

Witness 1	:	Witness 2	:
Name	:	Name	:
Address	:	Address	:
Occupation	:	Occupation	:

Notes:

- In case the Firm/ Company is a Member of a Consortium/ JV, the authorized signatory has to be the one employed by the Lead Member.

- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Power of Attorney is to be attested by Notary.

Annex-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 Tender Document submitted under covering letter no……dated…….towards Tender No……..for…….(Project) has/ have been submitted under my knowledge.
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

Note: Affidavit is to be attested by Notary

Annex-V

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 customer of our Bank is respectable and can be treated as good up to a sum or 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 as per information available, Shri / Smt. / 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 BANK MANAGER

Place :

Date:

Annex-VI

Format of Net Worth

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

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

Signature of Chartered Accountant
Name:
Membership No.:
Seal:

APPENDIX-V

SCHEDULE TO TENDER No. CWC/JPR-IV/Tech Deltamethrin/2019-20

SPECIFICATION AND TERMS & CONDITIONS OF Deltamethrin

TECHNICAL BID PART-I

1	**DESCRIPTION**	Deltamethrin 2.5% WP.
2	**FORMULATION**	Wettable powder 2.5% conforming to IS-13457: 1992 with upto date amendments and ISI Marked.
3	**SPECIFICATIONS**	a) Deltamethrin 2.5% wettable powder conforming to IS: 13457:1992 with up to date amendments. b) The material shall be fine, free flowing, whitish, homogeneous powder, free from visible extraneous matter and hard aggregates. It shall wet readily mixing with water, providing a suspension suitable for useas spray. c) The product shall also be ISI mark and of recent manufacture not more than two months old at the time of offering for pre-purchase inspection.
4	**GUARANTEE**	The Product shall be guaranteed against disintegration and deterioration for a period of 2 years from the date of manufacture.
5	**PACKING**	Packing shall be packed in a) One Kf. Capacity HDPE Botteles in 6 kg. case lot. b) 10 Kg. capacity HDPE/Mild Containers. The packing shall also conform to the general requirement given in IS:8190(part-2) 1988 with up to date ammendments.
6	**MARKING**	The container shall bear legibly and indelibly the following information in addition to the information as is necessary under the insecticides Act 1968 and rules framed there under : a) Name of the material

		b) Name of the manufacturer. c) Date/Month of manufacture & date/month of expiry. d) Batch No. e) Net Mass of the contents. f) Nominal Deltamethrin contents, Percent g) Minimum cautionary notice as worded in the Insectides Acts 1968 and Rules.
7	**RECOGNISED LABORATORY**	Recognized Laboratory may be read BIS Recognized Laboratory as per clause-X.
8	**TOTAL QTY. APPROXIMATELY REQUIRED FOR THE PERIOD OF THE RATE CONTRACT.**	**3000 KGs.**
9	**TOTAL QTY. OFFERED FOR SUPPLY DURING THE PERIOD OF THE RATE CONTRACT.**	As per requirement basis.
10	**QTY. WHICH SHALL BE SUPPLIED IN EACH MONTH FROM THE DATE OF RECEIPT OF FIRM ORDER.**	As per requirement basis.
11	**INSPECTION**	The supplier shall offer the Deltamethrin for inspection to the concerned Regional Managers as soon as the Deltamethrin are ready within the time schedule prescribed in the supply Order(s) placed by the Regional Managers.
11	**DELIVERY**	The entire quantity will be tendered/delivered/dispatched within the delivery schedule as may be communicated by the Corporation in the communication accepting the offer/supply orders.
12	**EARNEST MONEY**	Rs._____deposited on_____through_____

13	**PAST PERFORMANCE**	Tenderer should enclose photo copy of latest past performance certificate issued by the PSU/Govt/Semi.Govt.Agencies/Reputed Organization
14	**VALIDITY OF TENDER**	120 Days

We agree to the terms & conditions specified in the tender enquiry No. CWC/JPR-IV/TECH DELTAMETHRIN/2019-20 and its appendixes- I, II, III, IV, V, VI & VII and material will be supplied strictly in accordance to the terms and conditions and specifications mentioned in the tender documents.

(SIGNATURE OF THE TENDERER)

NAME , ADDRESS WITH SEAL

Dated: _____

Appendix –V

SCHEDULE TO TENDER No. CWC/JPR-IV/TECH DELTAMETHRIN 2.5% WP/2019-20

FINANCIAL BID PART-II

NAME OF THE FIRM:-

1.	**DELTAMETHRIN 2.5% WP (Rates per Kg)**	**Rs…….. …….. (in figures)** **Rs……only (in words)** F.O.R. destination anywhere in Rajasthan covered adequately by Insurance and must be inclusive of cost of packing, handling, insurance charges and **all applicable taxes except GST**. The Insurance should be in favour of Central Warehousing Corporation.
2.	**GST**	The price quoted above is inclusive of all applicable taxes except GST. GST shall be paid extra at applicable rates subject to submission of tax invoice as per rules under GST.

We agree to the terms & conditions specified in the tender enquiry No. CWC/JPR-IV/TECH DELTAMETHRIN/2019-20 and its Appendixes- I, II, III, IV,V,VI & VII. It is also certified that the price quoted is reasonable and not higher than the price usually charged for stores of the same nature to the other purchasers.

(SIGNATURE OF THE TENDERER)

NAME , ADDRESS WITH SEAL

Dated : _____

APPENDIX-VI

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), A-25, Sidarth House, Tilak Marg, C-Scheme, Jaipur, acting through _____,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 procure supply of goods/plant and machinery/equipment/chemicals etc. and the BIDDER/SELLER is willing to offer/has offered the supply Chemical of goods/plant/machinery/equipment and chemicals etc as per the contract conditions of tender including the specifications of goods.

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:-

a. Enabling the CORPORATION to obtain the desired Stores/Equipments 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
b. 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.
c. 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, organization 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 CORPORAION 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 CORPORAION 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 disfavor to any person in relation to the contract or any other contract with the CORPORATION.

3.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDERs further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede,

facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 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.

3.7 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.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 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.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 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

3.13 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. 35000/- (Rupees Thirty Five Thousand Only) as Earnest Money, with the CORPORATION through the instrument (as specified in NIT).

5.2 Security Deposit can be deposited through the following instruments:

(i) Demand Draft for the amount of Rs.175000/- (Rupees One Lakh Seventy Five Thousand Only) in favour of Regional Manager, CWC, RO, Jaipur Payable at Central Warehousing Corporation, A-25, Sidarth House, Tilak marg, C-Scheme, Jaipur.

(ii) Bank Guarantee for the required amount of any Nationalized Bank/Scheduled Bank or the State Bank of India.

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

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

6. Sanctions for Violations

6.1 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 CORPORATON 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.

6.2 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.

6.3 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

7.1 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

8.1 The CORPORATION has appointed _____ _____as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

8.2 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.

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

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

8.5 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.

8.6 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.

8.7 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.

8.8 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

12.1 The validity of this Integrity Pact shall be from date of its signing

12.2 to complete execution of the contract to the satisfaction of both the CORPORATION and the BIDDER/Seller or 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.

12.3 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	CEO
Designation	
CWC	
Witness	Witness
1. _____	1._____
2. _____	2. _____

Appendix - VII

CHECK LIST TO BE UPLOADED/SUBMITTED BY THE TENDERER (APPENDIX-VII)

S.No.	Clause	Yes/No
1.	Proof of the Constitution of the business entity whether it is an individual or sole proprietary concern, or a partnership firm or a company registered under the Companies Act or a society registered under the Cooperative societies Act.	
2.	The proof of licensed capacity/manufacturing/fabrication including the details of items/products manufactured and/or Certificate of competency/registration from the State Government.	
3.	The Certificate of registration issued by the National Small Industries Corporation (wherever applicable).	
4.	Latest Performance Certificate issued by the PSU/Govt./Semi-Govt. Agencies/reputed Organizations.	
5.	Integrity Pact duly signed by the tenderer as per Appendix-VI.	
6.	Certificate of BIS Registration/CIB Certificate, wherever applicable.	
7.	Proof of deposit of tender cost.	
8.	Proof of deposit of EMD.	
9.	Particulars of the person authorized to deal/upload the tender document	
10.	U.T.R Details of transaction.	
11.	Whether the bidder is MSE registered or not. If yes, a) Proof of Registration as per Clause 18. b) Whether owned by SC/ST If yes, Authenticated document in support of their claim	
12.	Annexures I to VI	