CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

CONDITIONS OF CONTRACT
FOR
THE CONSTRUCTION WORKS

(Only through e-tendering mode)

CWC GST NUMBERFOR : UTTAR PRADESH STATE
REGIONAL OFFICE, LUCKNOW : 09AAACC1206D2ZD

UTTARAKHAND STATE
05AAACC1206D1ZM

: NAME OF WORK

SUPPLY, INSTALLATION AND TESTING OF ONE UNIT EACH FOR LISTED CENTRES OF 5.5 KVA SINEWAVE INVERTER ONE PHASE IN, ONE PHASE OUT WITH REQUIRED NUMBER OF 12V 140AH TABULAR BATTERIES WITH SUITABLE RACK FOR INVERTER AND TROLLIES FOR EVERY SET AT EVERY CENTRE OF CENTRAL WAREHOUSING CORPORATION AT THE LISTED CENTRES ALONGWITH 05 YEARS AMC OF EACH CENTRES INCLUDING 12 MONTHS DEFECT LIABILITY PERIOD .

OFFICE OF THE REGIONAL MANAGER

CENTRAL WAREHOUSING CORPORATION

REGIONAL OFFICE

VIBHUTI KHAND, GOMTI NAGAR

LUCKNOW-226016

PH. (0522) 2720685/2720827 FAX-2720686

email ID: rmlko@cewacor.nic.in, website: cewacor.nic.in

Abbreviation of the words used in Tender document

NIT	=	Notice Inviting Tender
CWC	=	Central Warehousing Corporation
CPWD	=	Central Public Works Department
MES	=	Military Engineering Services
PWD	=	Public Works Department
PSU	=	Public Sector Undertaking
EMD	=	Earnest Money Deposit
CPP	=	Central Procurement Portal
PF	=	Provident Fund
SD	=	Security Deposit
LD	=	Liquidated damage
GCC	=	General Condition of Contract
BIS	=	Bureau of Indian Standard
IRC	=	Indian Roads Congress
CTE	=	Chief Technical Examiner
MORTH	=	Ministry of Road Transport & Highway
DSR	=	Delhi Schedule of Rates
SOR	=	Schedules of Rates
PERT	=	Programme Evaluation Review Technique.
MD	=	Managing Director
ICD	=	Inland Container Depot
OCY	=	Open Container Yard
BG	=	Bank Guarantee
FD/FDR	=	Fixed Deposit Receipt
IPC	=	Indian Penal Code
PC	=	Prevention of Corruption
EOT	=	Extension of Time
OPC	=	Ordinary Portland Cement
PPC	=	Pozzolana Portland Cement
RMC	=	Ready Mixed Concrete
IIT	=	Indian Institute of Technology
T&P	=	Tools & Plants
CAR Policy	=	Contractor's all Risk Policy
WC Policy	=	Workmen Compensation Policy
ESI	=	Employees State Insurance
PQ	=	Pre Qualifying
GST	=	Goods and Services Tax
CGST	=	Central Goods and Services tax
SGST	=	State Goods and Services tax/
IGST	=	Integrated Goods and Services tax
UGST	=	Union Territory Goods and Services tax
LAR	=	Last Approved Rates
PQC	=	Pavement Quality Concrete
WBM	=	Water Bound Macadam
WMM	=	Wet Mix Macadam
DBM	=	Dense Bituminous Macadam
DPC	=	Damp Proof Course
CC	=	Cement Concrete
RCC	=	Reinforced Cement Concrete
DLC	=	Dry Lean Concrete
MT	=	Metric Tonne

CENTRAL WAREHOUSING CORPORATION
(A Govt. of India Undertaking)
Regional Office, Vibhuti Khand, Gomti Nagar, Lucknow-226016

No. CWC/RO-LKO/EE/InvBattery /18-19/ Dated: **22.03.2019**

PRESS NOTICE
INVITING E- TENDER NO._14

CWC invites online tender from the contractors for the following work:-

Sr. No	Name of Work	Estimated Cost in Rs.	Last date of online submission of tender
1	**SUPPLY, INSTALLATION AND TESTING OF ONE UNIT EACH FOR LISTED CENTRES OF 5.5 KVA SINEWAVE INVERTER ONE PHASE IN, ONE PHASE OUT WITH REQUIRED NUMBER OF 12V 140AH TABULAR BATTERIES WITH SUITABLE RACK FOR INVERTER AND TROLLIES FOR EVERY SET AT EVERY CENTRE OF CENTRAL WAREHOUSING CORPORATION AT THE LISTED CENTRES ALONGWITH 05 YEARS AMC OF EACH CENTRES INCLUDING 12 MONTHS DEFECT LIABILITY PERIOD .**	43,65,900.00	22.04.2019

Detailed Tender Notice along with conditions of contract and Notice Inviting E-Tender may be seen and downloaded from the CWC website www.cewacor.nic.in or e-tender website www.tenderwizard.com/CWCor CPP Portal http://eprocure.gov.in/epublish/app.

EXECUTIVE ENGINEER

V

CENTRAL WAREHOUSING CORPORATION

(A GOVT. OF INDIA UNDERTAKING)

Regional Office, Vibhuti Khand, Gomti Nagar, Lucknow-226016

No. CWC/RO-LKO/EE/Inv.Battery/ 18-19/ Dated: 22.03.2019

NOTICE INVITING TENDER NO._14

(E-tendering mode only)

Online percentage rate E-tender in two bid system is invited for the below mentioned works from Contractors of appropriate class of CPWD/Railways/MES/State PWD/other Government Organization/ Public Sector Undertakings & their Subsidiaries or having worked/ working with aforesaid Government Departments/ Agencies/A class approved contractor by Electrical Safety Directorate :-

Sl No.	NIT NO.	Name of Work	Estimated cost put to tender (Rs)	Earnest Money (Rs)	Cost of tender document	Time Allowed for completion of work	Tendering Processing Fee	Last date & time of online submission of tenders	Last date & time for submission of EMD, cost of tender, e-tender processing fee & other documents	Date & time of opening of Technical Bid	Date & Time of opening of Financial Bid
1	14	SUPPLY, INSTALLATION AND TESTING OF ONE UNIT EACH FOR LISTED CENTRES OF 5.5 KVA SINEWAVE INVERTER ONE PHASE IN, ONE PHASE OUT WITH REQUIRED NUMBER OF 12V 140AH TABULAR BATTERIES WITH SUITABLE RACK FOR INVERTER AND TROLLIES FOR EVERY SET AT EVERY CENTRE OF CENTRAL WAREHOUSING CORPORATION AT THE LISTED CENTRES ALONGWITH 05 YEARS AMC OF EACH CENTRES INCLUDING 12 MONTHS DEFECT LIABILITY PERIOD .	43,65,900=00	87,500=00	1180.00 Incl.GST	60 days	Rs. 0.01% of contract value , subject to min.Rs.500/- & max.Rs.5000/- +GST	22.04.2019 upto 15.00 Hrs.	22.04.2019 upto 15.00 Hrs.	22.04.2019 , 15.30 Hrs.	To be decided later on

V

Tender documents including contract conditions and schedule of work may be down loaded by the intending contractors who wish to participate, from **CWC website www.cewacor.nic.in or e-tender website www.tenderwizard.com/CWC or CPP Portal http://eprocure.gov.in/epublish/app** up to **22.04.2019 at 3.00 PM.**

ELIGIBILITY CRITERIA:

Contractor who fulfils the following requirements shall be eligible to quote the rates.

1. **REGISTRATION:**
Contractors should be registered or having worked/ working with CPWD/Railways/MES/State PWD/ other Govt. Organization/ Public Sector Undertakings & their Subsidiaries/ A class approved contractor by Electrical Safety Directorate/Manufacturer/Authorized dealer of manufacturer.

2. **EXPERIENCE CERTIFICATE:**
Tenderer should have completed successfully at least one similar nature of work " (i.e Supply, maintenance of electrical works) " of value not less than Rs. **15.28 lakh/-** (35% of the Estimated Cost) during the last **three** financial years (i.e. 2015-16, 2016-17 & 2017-18).

It should be noted that credentials for the works executed for Private Organizations shall not be considered.

3. **TURNOVER:**
Contractor must have a minimum average annual financial turnoverof **Rs.43.66 lakh/- (100% of Estimated Cost)**during the preceding **three** financial years ending 31st March previous to the financial year in which tenders are invited and enclose the audited Balance Sheet and Statement of Profit & Loss for the preceding three financial years with the tender. In case Balance Sheet and Statement of Profit & Loss for the immediate preceding financial year have not been prepared/audited, the account for one more preceding financial year can besubmitted.

4. **NET WORTH:**
Tenderer should submit positive net worth certificate duly certified by a practicing Chartered Account as per **ANNEXURE I**based on the latest financial year for which accounts i.e. Profit & Loss Account and Balance Sheet has to be enclosed with the tender.

5. **GST Registration:**
Contractor must have valid GST registration certificate from the concerned authority (as applicable) and copy to be enclosed with the tender.

6. **PAN Card:**
Tenderer must enclose copy of PAN card along with the tender.

7. **PF Registration:**
Tenderers must have valid PF Registration certificate from the concerned authority and copy to be enclosed with the tender.

8. **EMD, Cost of Tender & Tender Processing Fees:**

Contractor must submit the following:

a. The EMD to be paid in favour of **REGIONAL MANAGER, CWC, RO, LUCKNOW** through e-payment/NEFT/RTGS and receipt of the same should be scanned and uploaded on the e-tendering website www.tenderwizard.com/CWC alongwith e-tender documents. The account details are given below:

a. Name of the bank:- CENTRAL BANK OF INDIA
b. Account No:- 02185284394

c. IFSC Code No:- CBIN0283946

b. Cost of tender to be paid through e-payment/NEFT/RTGS. **Proof to be submitted/uploaded with the tender.**

c. Tender processing fee (Non- refundable) would be paid mandatorily to M/s KEONICS through e-payment/NEFT through the portal www.tenderwizard.com/CWC.

The last date and time of receipt of EMD, Cost of Tender and Tender processing fees shall be the due date and time of opening of technical bid.

9. ORGANISATION DETAILS

In case the Tenderer is a proprietorship firm, they will submit an affidavit asper **ANNEXURE II.**

In case the Tenderer is a partnership firm, a certified copy of the partnership deed shall be submitted by theTenderer.
In case the Tenderer is a company (whether Private or public), a certified copy of Certificate of Incorporation together with Memorandum and Article of Association shall be submitted).
Certificate of Registration with Registrars of Company (ROC) in case of Ltd. / Pvt. Ltd. company/PSU, if required shall be submitted by the Tenderer.
In other cases, certified copy of Certificate of In corporation shall be submitted by the Tenderer.

10. Tenderer shall submit a Power of Attorney in favour of signatory(ies) duly attested by the notary as per **ANNEXURE III.** This format is for the purpose of guidance only and deviation in the wording can beaccepted.

11. Tenderer shall also submit an Affidavit duly attested by Notary as per **ANNEXURE IV** certifying that the documents submitted along with the tender are under his knowledge and are authentic, genuine, copy of their originals and no part of them is false, forged orfabricated.

12. PRE-CONTRACT INTEGRITY PACT

Tenderer will have to sign the pre-contract integrity pact as per the enclosed proforma at **ANNEXURE V** for contracts having estimated value of **Rs. 2.00 crore or more and duly signed copy has to be submitted with the tender**.

13. COMPLIANCE TO BID REQUIREMENT

Tenderer shall submit a declaration as per **ANNEXURE VI**with the technical bid confirming that he/she/they has understood the tender documents and his/ her/ their bid complies with the tender requirements / terms & conditions of the tender documents, he/she/they has/have quoted the rates without any condition and deviation and the rates quoted are as per the tender documents.

14. A Bar Chart / PERT network indicating various milestones and date of completion vis-à-vis deployment of resources to be enclosed with the tender.

15. **Technical bids would be opened at 3.30p.m.on 22.04.2019 a**nd the same would be examined by the committee of the CWC officers. In the event of any of the documents found fabricated/ tempered/ forged/altered/manipulated in the technical bid then the EMD of the contractor would be forfeited and his/their financial bid would not be opened.CWCreserveitsrightstodisqualifythetendererandtoblacklist/debarfor future participation for next five years.

16. **Date of opening of Financial bids shall be intimated later on.**

17. Tenderers or their authorized representative who may wish to be present, may attend the opening of the technical bids whereas financial bids by only those who are found eligible in technical bids.

18. Corrigendum/Addendum to this Tender, if any, will be published on website www.cewacor.nic.in,www.tenderwizard.com/CWC and Central Procurement Portal (CPP) http://eprocure.gov.in/epublish/apponly. Newspaper press advertisement shall not be issued for the same.

19. It is works contract. There is no EMD exemption on account of MSME.

20. **Tenderer will submit all annexures from I to X alongwith tender .**

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DISTRIBUTION FOR WIDE PUBLICITY:-

1. Website
a) www.tenderwizard.com/CWC
b) https://eprocure.gov.in/epublish/app
c) www.cewacor.nic.in.

2. NoticeBoard.
3. WorkingContractors.

Copy to:-
1. The GGM (Pers), CWC, CO, NewDelhi
2. The Chief Engineer ,CWC, CO, New Delhi
3. The Sr.Asstt.Manager(A/cs), CWC, RO,Lucknow.
4. Concerned Warehouse Managers, Lucnow Region.

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CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

CHECK LIST TO BE FILLED BY BIDDER & SUBMITTED ALONGWITH THE TENDER

SL. No.	Documents to be submitted by the tenderer alongwith their bid	Check & confirm of having attached these documents alongwith Bid (Yes/No)	
1.	Valid Contractor Registration Certificates or Proof of having worked/ working with CPWD/Railways/MES/State PWD/other Govt. Organization/ Govt. Sector Construction Agency/PublicSector Undertaking& their Subsidiary/ A class approved contractor by Electrical Safety Directorate/ Manufacturer/Authorized dealer of manufacturer.		
2.	Experience Certificate FOR EXECUTING WORKS of similar nature as per tender eligibility criteria issued by Government organisations.		
3.	Pre Qualifying (PQ) Proforma		
4.	Complete audited balance sheet and statement of Profit & Loss for preceding three financial years and Certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit After Tax for preceding four financialyears.		
5.	Certificate of Net Worth duly certified by the Chartered Accountant as per **ANNEXURE I.**		
6.	GST registration Certificate (as applicable).		
7.	Permanent Account Number (PAN) Card		
8.	PF Registration certificate		
9.	Bar Chart duly signed		
10.	List of permanent technical persons		
11.	List of Plant & Machinery		
12.	Certificate of Registration with Registrars of Company (ROC) in case of Ltd. / Pvt. Ltd. company/PSU, ifrequired.		
13.	**a)** Affidavit for sole proprietary firm as per **ANNEXURE-II** or b) Copy of Partnership deed of a partnershipfirm or c) Certificate of Incorporation, Memorandum of Association & Articles of Association for company alongwith resolution of the company for authorizing the Director/ authorized signatory tosign the document.		
14.	Power of Attorney in favour of signatory (ies) duly attested by notary as per **ANNEXURE- III**, if required.		

15.	Affidavit on stamp paper duly attested by the notary as per **ANNEXURE -IV**.		
16.	Pre-Contract Integrity Pact as per **ANNEXURE -V**duly signed by tenderer.		
17.	Compliance to Bid requirement as per ANNEXURE -VI		
18.	Earnest Money Deposit (EMD): submit its paid Challan copy in case of RTGS/NEFT.		
19.	Proof of tender cost paid (submit paid Challan copy in case of RTGS/NEFT/ Credit/ Debit card).		
20.	Affidavit by the tenderer as per **ANNEXURE- X**.		
21.	Bank Details (Account No., Bank Name, MICR No, RTGS No. & copy of cancelled cheque)		
22.	Electrical license, (A class approved)		
23.	Submission of complete tender document, duly signed.		

Pre-Qualifying (PQ)-Proforma/Comparative Statement
(To be filled by bidder and submitted along with tender document)

Name of Work : SUPPLY, INSTALLATION AND TESTING OF ONE UNIT EACH FOR LISTED CENTRES OF 5.5 KVA SINEWAVE INVERTER ONE PHASE IN, ONE PHASE OUT WITH REQUIRED NUMBER OF 12V 140AH TABULAR BATTERIES WITH SUITABLE RACK FOR INVERTER AND TROLLIES FOR EVERY SET AT EVERY CENTRE OF CENTRAL WAREHOUSING CORPORATION AT THE LISTED CENTRES ALONGWITH 05 YEARS AMC OF EACH CENTRES INCLUDING 12 MONTHS DEFECT LIABILITY PERIOD		
Tender No: 14		
NAME OF THE FIRM :…….		
S. No.	**Description**	**Details**
1.	Name, Address, Organization ID, Tel. /Fax No. & e-mail address of Bidder	
2.	Attested copy of Firm Details (Proprietorship/Partnership/private limited / limited)	
3.	Attested Copy of Power of Attorney details to sign the Tender Document.	
4.	Earnest Money Deposit (EMD) of **Rs.87500/-**through e-payment. (Fill RTGS/NEFT/ Credit Card details & Bank Details)	
5.	Cost of Tender Documents of **Rs1180/-** through e-payment. (Fill RTGS/NEFT/Credit Card details & Bank details)	
6.	PF Registration.	
7.	GST Registration (as applicable)	
8.	PAN No. of the firm	
9.	Contractor Registration	
10.	Chartered Accountant's (CA) Certificate for Annual financial turnover/revenue (income) from operations of specified preceding three years.	
11.	Annual Financial turnover/revenue (income) from operations (as per P&L Account)	
a.	FY 2015-16	
b.	FY 2016-17	
c.	FY 2017-18	

12.	**Financial Eligibility Criteria : -** The sum total (arithmetic Sum) of tenderer's turnover/revenue (income) from operations for the preceding **three** financial years (i.e. 2015-16, 2016-2017 & 2017- 2018) should be of value not less than **Rs. 43.66 Lakhs.** The information shall be supported by CA certificate & Balance Sheets and Profit & Loss statements of specified preceding four financialyears. Please see NIT condition no, 3.	

13.	**Experience with respect to similar nature of work:-**Tenderer should have completed successfully at least one similar nature of work " **(i.e.……OR……OR……..)** " of value not less than **Rs.43.66 Lakhs during** the preceding **Three** financial years (i.e. 2015-16, 2016-17& 2017-18.	
	Name of Work:-	
	Date of Start	
	Date of Completion (Stipulated/Original)	
	Date of Completion (Actual/Final)	
	Completion Cost	
14.	Bar Chart	
15.	List of Permanent Technical Persons.	
16.	List of Plant & Machinery	
17.	Bank Detail i.e. Cancelled Cheque, Name of Bank, Account Number, MICR No., RTGS No., Bank Telephone	
18.	Affidavit (ANNEXURE IV) to be submitted by the bidder as per format along with tender.	
19.	Form of Declaration to be given by the Tenderer Before Tender Negotiation (ANNEXURE-IX)	
20.	Affidavit (ANNEXURE-X) to be submitted withtender.	
21.	Details of any other information	

Note: 1:- Tenderers have to fill the complete details in Pre-Qualifying Proforma.
Note: 2. The documents pertaining to above details should be scanned and uploaded in the e-tendering website at the time of online tender submission.
Note: 3. RTGS/ NEFT E-payment Challans with UTR no. duly authenticated by Bank may also be scanned & uploaded along with tender submission.
Note: 4. Affidavit (ANNEXURE IV) must be submitted by the bidder.

Tenderer: Please see clause- 31 & 32 of 'Instructions to Tenderers'.

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CENTRAL WAREHOUSING CORPORATION

(A GOVT. OF INDIA UNDERTAKING)

REGIONAL OFFICE, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW-226010

INSTRUCTIONS TO TENDERERS

Online percentage rate E-tenders are invited on behalf of Central Warehousing Corporation for:" SUPPLY, INSTALLATION AND TESTING OF ONE UNIT EACH FOR LISTED CENTRES OF 5.5 KVA SINEWAVE INVERTER ONE PHASE IN, ONE PHASE OUT WITH REQUIRED NUMBER OF 12V 140AH TABULAR BATTERIES WITH SUITABLE RACK FOR INVERTER AND TROLLIES FOR EVERY SET AT EVERY CENTRE OF CENTRAL WAREHOUSING CORPORATION AT THE LISTED CENTRES ALONGWITH 05 YEARS AMC OF EACH CENTRES INCLUDING 12 MONTHS DEFECT LIABILITY PERIOD

1. Tenderer should upload all the required documents with the tender under valid digital signature. Uploading of tender with digital signature shall imply that all tender terms&conditions are accepted by thetenderer.

2. Tenderer digital signature on the E- Tender form will be considered as their confirmation that they have read and accepted all the conditions laid down in the tender documents, unless specific deviation is quoted in the technical bid.

3. E- Tender form is not transferrable and the same is to be submitted with digital signature/ signed & scanned copy by the pre- authorized personnel of the tenderer. Tender is to be submitted through e-tendermode only at website www.tenderwizard.com/CWC alongwith scanned copies of credential papers.

4. For whatsoever reasons, if any part of CWC tender document is not uploaded/submitted by the Tenderer, other than financial and technical offers and requisite Pre-Qualifying credentials, in that case the missing part of the tender document shall be treated as read and acceptable to Tenderer. **Missing part of CWC tender document shall not be called for re-submission, however, the same shall form part of contract agreement and shall be binding on Tenderer.**

5. **The tender without the prescribed earnest money, shall be summarily rejected.**

6. Any request for recovery from outstanding bills for earnest money against present tender will not under any circumstances beentertained. Tenders submitted with earnest money in the forms other than specified in NIT shall not be considered.

7. No interest shall be allowed on the Earnest Money.

8. Earnest money of the unqualified Tenderers shall be released after finalization of Technical bid in case of Two Bid System of tendering. EMD of technically qualified but unsuccessfulTenderer will be refunded after the award of Tender. EMD of unsuccessful Tenderers shall be released after finalization of tender in case of Single Bid System of tendering. The Tenderer is advised to provide name of bank, account number, branch code and RTGS code for account maintainedbythem/himforanyfinancialtransaction,iffoundnecessary.

9. For the successful Tenderer, earnest money will be retained as part of the security deposit in terms of **CLAUSES OF CONTRACT**. The earnest money of other Tenderers shall, save as herein before provided, be returned to them, but CWC shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay any interest thereon.

10. The Tender notice and Notice Inviting Tender shall form the part of contract document. The successful Tenderer/s shall be required to execute an agreement with CWC in prescribed Proforma at ANNEXURE VII within a maximum period of 15 days after date of issue of LOI for carrying out the work as per the agreed conditions**. Failure to do so shall constitute a breach, in which case, CWC would be at liberty to not only terminate the contract but also forfeit EMD and Performance Guarantee if any.** The cost of stamp paper for the agreement will be borne by contractor. The contract agreement shall consist of:

    The Press Notification, Tender Notice, Notice Inviting Tender, Instructions to Tenderers, all the documents of tender & contract for works including special conditions of contract, technical specifications and drawings, if any, forming the part of tender documents as issued/ downloaded by the Tenderer from the websites at the time of invitation of tender and acceptance thereof together with any correspondence with them leading there to and also the correspondence related with verification ofcredentials.

11. The contract operations and proceeding in connection with the works at all times be conducted during the continuance of contract in accordance with the laws, ordinances, rules and regulations for the time being in force and the contractors shall further observe and comply with the bylaws & regulations of the Government of India, State Government, local Municipalities and other authorities having jurisdiction over area involved in connection with the works of site & over operations such as those as carried out by the contractor/s and shall give all notices required by such by-laws & regulations. The hospital and medical regulations in force for the time being shall also be complied with by the contractor/ contractors and his workmen.

12. The contractor shall be responsible for the observance of the rules and regulations under the Mines Act and Mineral Rules and Indian Metallurgical rules and regulations of State Government concerned as amended from time totime.

13. The contractor shall at all times keep the CWC indemnified against all penalties that may be imposed by the Government of India or State Government for infringement of any other clauses of the mines act and rules made there under in respect of the quarries from which the quarry material for these works isprocured.

14. The Tenderer/s shall not increase his/their rate in case CWC negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of original offer and rates originally quoted will be binding on the Tenderer/s.

15. The Tenderer/s shall submit an analysis of rates, if called upon to do so.

16. Contractor is required to get himself registered as per Building & Other Construction Workers Cess Act 1996, PF Registration, Goods and Service Tax, etc, as per Govt. of India law.

17. Time is the essence of the contract. In order to complete the work within the scheduled time, the Tenderer is required to submit a PERT/ BAR CHARTfor major mile stones for various activities indicating the time required for the same along with Performance Guarantee.

18. Copies of the drawing and documents pertaining to the works will be open for inspection by the Tenderers in the office of the Superintending /Executive Engineer.

19. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accomodation they may require and in general shall themselves obtain allnecessary information as to risks, contingencies and other circumstances which may influence or affect their tender. In case of hindrances, if any, because of telephone line, electric cables, overhead lines etc. passing over the site, the contractor shall be entitled for extension of time under clause 5 of the agreement. No claim of extra payment and damages of any sort shall be entertained on this account. A Tenderer shall be deemed to have full knowledge of the site whether he/ they inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Tenderer shall be responsible for arranging and maintaining at his own cost, all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for, in the contract documents. Submission of a tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc. will be issued (if any) to him by the Corporation and local conditions and other factors having a bearing on the execution of thework.

20. The Competent Authority on behalf of Central Warehousing Corporation does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled and any condition including that of conditional rebate is put forth by the Tenderer shall be summarilyrejected.

21. The Competent Authority on behalf of Central Warehousing Corporation does not bind himself to accept the lowest tender and reserves to himself the right of accepting the whole or any part of the tender and the Tenderer shall be bound to perform the same at the ratequoted.

22. Tenders containing any condition leading to unknown/indefinite liabilities shall be summarily rejected.

23. If at all any rebate / rebates is/are offered the Tenderer shall first quote his rates strictly on the terms and conditions stipulated in the tender document and then show separately any rebates(s) offered specifying the reasons / conditions for such rebate(s), failure to follow this procedure will render the tender liable to rejection.

24. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

25. In the financial bid the prices/ rates must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and duly filled up and uploaded to the e-tendering site using **digital signatures** for signing the documents/ (signed and uploaded).

26. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge / Engineer shall be communicated to the Engineer-in-Charge.

27. Under Income Tax Act, 1961, a deduction for income tax along with surcharge as applicable will be made from sums paid on account and final payments for carrying out the work under this contract.

28. The Tenderer shall be required to pay cess @ 1% of cost of construction work in accordance with each bill payable on account of such construction to the **concerned State Govt. (LabourDeptt.)**. Cost of material shall be outside the purview of cess, when supplied under aseparateschedule items. CWC shall not entertain any claim whatsoever in this respect.

29. The tenderer shall scan and upload the CA Certificate, balance sheets with Profit & Loss account statement of specified preceding four years in respect of financial turnover, Contractor registration Certificate, Power of Attorney, Affidavit of Proprietorship/Memorandum & Article of Association, PF Registration Certificate, PAN Card, Bar Chart, similar nature works completion certificates & their work orders, Goods and Service Tax Registration Certificate, list of personnel, list of tools, plants and machinery and undertaking downloaded tenderdocuments

30. No additional documents will be entertained after tender opening, except clarification documents required if any, regarding already submitted documents with tender. Any documents submitted by the Tenderer through e-mail/ post/ hand delivery, etc, shall neither be entertained nor considered for evaluation.

31. **For deciding eligibility of tender, i**t is mandatory for Tenderer to submit **Affidavit** (as per ANNEXURE IV)**, EMD, Financial Turnover** (Balance Sheets with Profit & Loss Account of specified preceding three years as per NIT). **Similar nature of work experience certificates** of requisite magnitude (as per NIT) and **Pre-Contract Integrity Pact** (applicable for the estimated value of Rs.2.00 crore or more) as per ANNEXURE V, failing which the tender shall be summarily rejected.

32. All other documents like **PAN Card, PF Registration, Goods and Services Tax Registration Certificate, Bar/PERT Chart, List of plant &machinery, list of permanent technical persons, Bank details, Annexure-IX & X** etc. as per pre-qualifying Proforma/ comparative statement, are also required to be submitted along with tender. The missing documents if any must be submitted within 10 days from the date it is sought by CWC. **The missing documents if called for after the scrutiny of technical bid should not be of a date later than the date of submission of bid.**

NOTE: (a) Corporation, if necessary, can ask the tenderer for any specific clarification relating to qualifying document/condition within the specified time of 10 days. For this purpose, the procedure stated below is to be followed and the specific clarification and missing document is requiredtobeuploadedonthesameportal aspertheprocedureprescribedtherein.
(b) Thetendererhastheoptiontorespondornottorespondtothequeries.
(c) The request for clarification andthe missing document(s) by the Corporation and the responseof the tenderer shall be in writing and no change in price or substance of the tender shall be sought, offered orpermitted.
(d) 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, nofurthertimewillbegivenforsubmittingthesameandthetenderwillbesummarilyrejected.

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

(i) An icon for clarification shall appear on “Bid details” page (in front of each of the tenderer’s name) at Corporation’s end after opening of Technical /FinancialBid.
(ii) Corporation shall click on clarification icon for the desired tenderer and enter the details of clarifications/missing documents sought within the prescribedtime.
(iii) After entering the details of clarification /missing document sought by the Corporation, same icon shall appear at tenderer’s end for replying to the particular clarification/missing document sought by the Corporation. The system will also send the alert to the tenderer at his registered e-mail address about the clarifications/ missing document sought by theCorporation.
(iv) Tenderer will click on clarification icon and will reply to the same and upload the required documents (optional) in support of clarifications sought and also submit missing document, if any, within the prescribed time. Tenderer cannot ask for any clarification from thecorporation.
(v) Once the prescribed time expires, clarification icon from tenderer site shall also disappear automatically.
(vi) After expiry of prescribed time, Corporation shall download the clarification /missing document submitted by thebidder.

33. If the tender is made by **Proprietary firm**, it shall be signed by the proprietor with his full name andfullnameofhisfirmwithitscurrentaddress.

34. If the application is made by a firm in **Partnership**, it shall be signed by all partners of the firm above their full names and current addresses or by a partner holding the power of attorney for the firm by signing the applications in which case a **certified copy** of the power of attorney shall accompany the application. **A certified copy of the Partnership deed**, current address of the firm and the full names, and current addresses of all the partners of the firm shall also accompany theapplication.

35. If the application is made by a **limited company or a limited corporation**, it shall be signed by a duly authorized person holding the power of attorney for signing the application in which case a **certified copy of the Power of Attorney** shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence, before the contract isawarded.

36. If the Tenderer/Tenderers deliberately gives/give wrong information or conceals some facts in his/their tender or creates/create circumstances for the acceptance of his/their tender fraudulently, the CWC reserve the right to reject such tender at any stage, along with forfeiture of earnest money deposit. Tenderers are liable to face the penalty of banning of business dealings with him byCWC.

37. 37.1 Notwithstanding anything contained in the clause above, the Tenderer shall execute the Power of Attorney in prescribed format as mentioned in ANNEXURE III and shall conform to the following:-

37.2 A company, while executing Power of Attorney must make conformity with the board resolution and the charter documents giving the power to issue the said Power of Attorney including further sub delegation of the same by the said POA holderonly.

37.3 “Unless notified in writing to the Tendering Authority, the Authority shall recognize only that POA holder for the purposes of tender submission and matters related thereto whose notice and necessary POA document was submitted to the Authority at the time of tender submission”.

37.4 While for a partnership firm either all the partners of the partnership firm shall execute and confirm the Power of Attorney if executed or there shall exist a Power of Attorney in favour of the Partners executing the Power of Attorney for the delegation of power on behalf of theTenderer.

37.5 The Power of Attorney being executed by the Tenderer herein shall be executed in favour of only its Partner or Director or Salaried employee. And in case the POA is being executed by the Tenderer in favour of its salaried employee, the said employee should have worked for at least more than 1 year continuously with the Tenderer and the Tenderer should furnish thefollowing.

- Name
- Designation
- Mobile/Contact no.
- employment letter /agreement issued by thefirm
- Identity card with number, issued by thefirm
- Information about the wages paid i.e (Salaryslips)

- Form-16
- PANcard
- PFNumber
- Power of Attorney as per ANNEXUREIII

37.6 CWC will not be bound by the Power of Attorney furnished by the Tenderer and acceptance of the same shall be at the sole discretion of theCWC.

37.7 There can validly exist only a single Power of Attorney at any given time. The Power of Attorney executed and accepted by CWC shall stand revoked on issuance of any new Power of Attorney issued within the rules herein, with regard to this particularProject.

37.8 During the subsistence of contract if the Power of Attorney holder is found to be creating mischief or involved in any illegal or unlawful activity, CWC will at its sole discretion reject the Power of Attorney of such person submitted by the Tenderer and the Tenderer would be required to issue a fresh Power of Attorney within the rules herein in favour or authorized person, stated above, within a period of 10 days of being sonotified.

38. Should a Tenderer find discrepancies, or omissions in the drawings or any of the Tender forms or should he be in doubt as to their meaning, **he should at once notify (within 10 days of start of tender sale) to the authority inviting tenders, who may send a written intimation to all Tenderers**. It should be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on accountthereof.

39. The CWC will not be bound by any power of attorney granted by the Tenderer or by change in the composition of the firm and subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper **legal advice, the cost of which, will be chargeable to the Contractor.**

40. If a Tenderer expires after the submission of his tender or after the acceptance of his tender the CWC shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the CWC shall deem such tender ascancelled, unlessthefirmretainsitscharacter.However,insuchcases,theamountofearnestmoneywillbe refunded to the legal heir on production of successorcertificate.

41. **In E-Tendering, Bids in physical form in tender box/by post shall not be accepted.**

42. **Submission of tender and credential documents through E-Tender website www.tenderwizard.com/CWC is sole risk &responsibility of the Tenderer. Any claim on this account will not be entertained. Hence, Tenderer should ensure that tender along with all requisite credential papers should be submitted / uploaded on the e-tender website on or before tender submission date and time.**

43. The Tenderer shall have to submit an affidavit as per **ANNEXURE X** alongwith the tender.

44. The time allowed for carrying out the work will be **60 days** from the date of start as defined in Schedule 'F' or from the first date of handing over the site, whichever is later in accordance with the phasing, if any, indicated in the tenderdocuments.

45. Tender documents consisting of plans, technical specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the contractor whose tender may be accepted and other necessary documents, can be seen in the office of the Executive Engineer, CWC, RO, Lucknow between **11.00 a.m. to 4.00 p.m. from 25.03.2019 to 20.04.2019** on every working day except on Sundays and Public Holidays.

46. The contractor whose tender is accepted, will be required to furnish performance guarantee of **5% (five percent)** of the tendered amount within the period **specified in Schedule 'F'**. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-)or deposit at call receipt of any schedule bank/Banker's cheque of any schedule bank/ demand draft of any scheduled bank(in case guarantee amount is less than Rs.1,00,000/-)/or Govt. Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in favour of Regional Manager, CWC, RO, Lucknowin accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

47. **The contractor should quote the rate online in prescribed proforma available with the tender in Excel format and Digitally sign.** In the event of signing the tender by the Tenderer in an Indian language, the percentage above or below the Estimated Cost and tendered amount in case of percentage rate tenders and total amount in case of item rate tender should also be written in the same language. In the case of illiterate contractors, the rates or the amounts tendered to be attested by a witness.

48. The Tenderer, apart from being a contractor of appropriate class must associate himself with agencies of the appropriate class which are eligible to tender, for (i) Electrical (ii) Sanitary and Water Supply Installation and (iii) Horticulture.

49. The contractor shall not be permitted to tender for works in the Central Warehousing Corporation in which his near relative is posted as Accounts Officer or as any officer in any capacity between the grade of Chief Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the Central Warehousing Corporation or in the Ministry of Consumer Affairs, Food & Public Distribution, Govt. of India, New Delhi.**The contractor would also be debarred from tendering in the Corporation for five years for any breach of this condition.**

50. No Engineer employed in Engineering or Administrative duties in Engineering Division of the Corporation is allowed to work as a contractor and also an employee of contractor for a period of **two years** after his retirement from Corporation service, without the previous permission of the Central Warehousing Corporation in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Central Warehousing Corporation as aforesaid before submission of the tender or engagement in the contractor's service.

51. **Conditions of Contract and Specifications:**

51.1 Works will be carried out according to the Conditions of Contract, CPWD Specifications with upto date correction slips along with special conditions of contract, technical specifications and approved drawings of CWC issued with this tender document. For roads and pavements, MORTH Specifications shall be followed. If, however, any particular item or issue is not covered by these specifications and special specifications, then the work shallbecarriedoutinaccordancetorelevant BIS(IS)CodesandCodeof practice.

51.2 The following publication can be obtained from Secretary, Indian Road Congress,Jam Nagar House, New Delhi, book shops:

I) MORTH Standard Specification (latest revised edition) for Road and bridge work; along with up to date correction slips for roads and pavements.

51.3 CPWDSpecifications&DSRwithuptodatecorrections slipscanbeobtainedfromCPWD office,NirmanBhawan,NewDelhi.

51.4 The bid document shall be taken as complimentary and mutually explanatory of one another but in case of ambiguity or discrepancy, shall take precedence as per Conditions OfContract.

52 The contractor shall submit list of works which are in hand (Progress) in the following form:

Name of Work	**Name and Particulars of Divisions of Department/ Organisation where work is being executed**	**Amount of work**	**Position of work in Progress**	**Remarks**
1	2	3	4	5

53. The special conditions of contract shall be read in conjunction with General Conditions of Contract. Where the provisions of special conditions of contract are at variance with above mentioned documents, the special conditions of contract shallprevail.

54. It is brought to the notice of tenderers that their tender will not be considered if they fail to fulfil the minimum eligibility as indicated inAnnexure-A.

55. The form of declaration to be given by the tenderer before tender negotiation which is enclosed at ANNEXURE IX.

56. The Price Variation Clauses namely- Clause 10 C, Clause 10CA & Clause 10CC and for Mobilisation Advance Clause 10B(ii) of Conditions of Contract are not applicable in this contract work. The Price quoted by the tenderer and accepted by CWC shall remain firm during the currency of contract including the extended period if any. No claim whatsoever shall lie against the Corporation on account any variation/ Escalation ete. in therates.

57. The Clause 2A for 'Incentive for Early Completion' is not applicable in this contractwork.

EXECUTIVE ENGINEER
Regional Office, Lucknow
For and onbehalf of
Central WarehousingCorporation

Annexure-A

Name of Work :

SUPPLY, INSTALLATION AND TESTING OF ONE UNIT EACH FOR LISTED CENTRES OF 5.5 KVA SINEWAVE INVERTER ONE PHASE IN, ONE PHASE OUT WITH REQUIRED NUMBER OF 12V 140AH TABULAR BATTERIES WITH SUITABLE RACK FOR INVERTER AND TROLLIES FOR EVERY SET AT EVERY CENTRE OF CENTRAL WAREHOUSING CORPORATION AT THE LISTED CENTRES ALONGWITH 05 YEARS AMC OF EACH CENTRES INCLUDING 12 MONTHS DEFECT LIABILITY PERIOD

MINIMUM CRITERIA FOR ELIGIBLITY OF THE TENDERERS

1) EMD, Cost of Tender & Tender Processing Fees:

Contractor must be submit the following:

The EMD to be paid through e-payment and receipt of the same should be scanned and uploaded alongwith tender document in the e-tendering website www.tenderwizard.com/CWC EMD in favour of SUPERINTENDING/EXECUTIVE ENGINEER, CWC, RO, LUCKNOW through e-payment/NEFT/RTGS. Proof to be submitted/uploaded with the tender. The CWC account details are givenbelow:

a. Name of the bank:- CENTRAL BANK OF INDIA
b. Account No:- 02185284394
c. IFSC Code No:- CBIN0283946

Cost of tender to be paid through e-payment/NEFT/RTGS. **Proof to be submitted/uploaded with the tender.**

Tender processing fee (Non- refundable) would be paid mandatorily to M/s KEONICS through e-payment/NEFT through the portal www.tenderwizard.com/CWC.

The last date and time of receipt of EMD, cost of tender and processing fee shall be the due date

2) EXPERIENCE CERTIFICATE:

Tenderer should have completed successfully at least one similar nature of work " (i.e Supply, maintenance of electrical works etc.)of value not less than Rs. 15.28 lakhs (35% of the Estimated Cost) during the preceding **three** financial years (i.e., 2015-16, 2016-17 & 2017-18).

It should be noted that credentials for the works executed for Private Organisations shall not be considered.

3) TURNOVER:

Contractor must have a minimum average annual financial turnover of **Rs.43,65,900/- (100% of Estimated Cost)** during the preceding three financial years ending 31st March previous to the financial year in which tenders are invited and enclose the audited Balance Sheet and Statement of Profit & Loss for the preceding three financial years with the tender. In case BalanceSheetandStatementofProfit&Lossfortheimmediateprecedingfinancialyearhave not been prepared/audited, the account for one more preceding financial year can be submitted.

4) AFFIDAVIT (ANNEXURE IV) duly filled up and signed on stamp paper.

5) PRE-CONTRACT INTEGRITY PACT

Tenderer will have to sign the pre-contract integrity pact as per the enclosed proforma at **ANNEXURE V**for contracts having estimated value of **Rs. 2.00 crore or more and duly signed copy has to be submitted with the tender**.

NOTE: i) Tenderer not fulfilling the above requirements, shall be **summarilyrejected.**

ii) In case the tenderer does not submit **turnover** for any of the specified financial year(s), then the turnover for that year shall be taken as "NIL" for the purpose of evaluation of tenderer.

iii) For judging the technical eligibility only those works which had been executed for the Govt. or Semi Governmental Organisation, State Govt., PSU & their subsidiary shall be considered and the tenderer will submit the certificate to this effect from the officer concerned duly signed under the official seal. **It should be noted that credentials for the works executed for Private Organizations shall not beconsidered.**

iv) The work experience certificate of works executed on back to back basis/subletted works shall not beconsidered.

EXECUTIVE ENGINEER

TENDER FORM & ANNEXURES

CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)

REGIONAL OFFICE, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW-226010

"TENDER & CONTRACT"

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

(A)Tender for the work of

"SUPPLY, INSTALLATION AND TESTING OF ONE UNIT EACH FOR LISTED CENTRES OF 5.5 KVA SINEWAVE INVERTER ONE PHASE IN, ONE PHASE OUT WITH REQUIRED NUMBER OF 12V 140AH TABULAR BATTERIES WITH SUITABLE RACK FOR INVERTER AND TROLLIES FOR EVERY SET AT EVERY CENTRE OF CENTRAL WAREHOUSING CORPORATION AT THE LISTED CENTRES ALONGWITH 05 YEARS AMC OF EACH CENTRES INCLUDING 12 MONTHS DEFECT LIABILITY PERIOD".

(i)**Tender** to be submitted online Websitewww.tenderwizard.com/CWC by **3.00 PM on 22.04.2019**

(ii) **Technical Bid** to be opened online Website.tenderwizard.com/CWC in presence of Tenderers or their authorized representative who may wish to be present at **3.30 PMon 22.04.2019** in the office of **The EXECUTIVE ENGINEER, , CWC, REGIONAL OFFICE, VIBHUTI KHAND, GOMTINAGAR, LUCKNOW-226010**

T E N D E R

I/We have read and examined the Tender Notice, Notice Inviting Tender, Schedule A, B, C, D, E & F, specifications applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract, special conditions, schedule of rate and other documents and rules referred to in the conditions of contract and all other contents in the tender documents for thework.

I/We hereby tender for execution of the work specified for the Central Warehousing Corporation within the time specified in Schedule 'F', viz., Schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 of General Rules and Directions and in clause 11 of the General Conditions of Contract and with such materials as are provided for by, and in respects in accordance with such conditions so far as applicable.

I/We agree to keep **the tender open for ninety days from the date of opening of financial bid** under two bid system and not to make any modifications in its terms and conditions.

A sum of **Rs.87,500/-** is hereby submitted **through e-payment as EMD and cost of the tender Rs.1180/-**. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the Central Warehousing Corporation shall without prejudice to any other right/remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We, fail to commence the work as specified, I/We agree that the Central Warehousing Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by the Corporation towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule'F' and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 12.2 and 12.3 of thetender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money and Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

"I/we undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest money Deposit/PerformanceGuarantee."

I/We hereby declare that I/We shall treat tender documents, drawings and other records connected with the work as secret / confidential documents and shall not communicate information/ derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner pre-judicial to the safety of the Corporation.

Dated_____

Signature of Contractor
Postal Address

Witness:
Address:
Occupation:
* Cost of the tender to be deposited along with the EMD would be applicable only to those contractors who will download the tenders from the websites as mentioned in the NIT.

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of Central Warehousing Corporation for a sum of Rs._

(Rupees_____

_____

)

i.e._____% above/below the estimated cost of work ofRs._____

(Rupees_____

_____

__)

The letters referred to below shall form part of this contractagreement.
a)_____

b)

c)

Dated:

For & on behalf ofCWC

Signature _____

Designation_____

ANNEXURE I

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:

Date:

ANNEXURE II

AFFIDAVIT
(For Sole Proprietary Firm)

I, ……..R/o ……..... …… do hereby solemnly affirm and declare as under:

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

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

Place: DEPONENT

Date:

VERIFICATION

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

Place: DEPONENT

Date:

ANNEXURE 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 andauthorizeMr./Ms._____(Name and residential address) who is presently with us and holding thepositionof_____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 thework_____(name of work), including signing and submission of application/ tender / proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with CWC or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with CWC and thereafter till the expiry of the Contact Agreement.

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

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

Witness1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

Notes:

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

ANNEXURE IV

AFFIDAVIT

(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS)

(To be executed in presence of Public Notary on non- judicial stamp paper of the value of Rs. 100/- . The stamp paper has to be in the name of the tenderer.)

I_____(Nameanddesignation)_____appointed as the attorney/ authorized signatory of the tenderer (including itsconstituents),M/s._____(hereinafter called the tenderer) for the purpose of the Tender documents for theworkof_____as per the Tender No.____ _____of CWC, do hereby solemnly affirm and State on behalf of the tenderer including its constituents asunder:

1. I/ We the tenderer (s), am/ are signing this document after carefully reading thecontents.
2. I/ We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmationthereof.
3. I/ We hereby declare that I/We have downloaded the tender documents from CWC tender portal www.tenderwizard.com/CWCand printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) The decision of CWC with regard to such discrepancies shall be final and binding uponme/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualificationrequirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted byus.**
6. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeitureofthetenderEMDbesidessuspendingofbusinessforminimumoneyear.Further, I/We _____[insert name of thetenderer]_____ and all my/our constituents understand that my/our offer shall be summarily rejected.
7. I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in thecontract.
8. I/We certify that I/We are not black listed or debarred by MES/CPWD/Railways /any Govt. Department / State PWDs/ PSU (Public Sector Undertaking) and Govt. Sector Construction Agencies from participation in tenders/contract on the date of opening ofbids.

DEPONENT

SEAL AND SIGNATURE OF THETENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/ our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:-

Dated:-

Details as appropriate are to be filled in suitably by tenderer.

Attestation before Magistrate/ Notary Public.

ANNEXURE V

PRE CONTRACT INTEGRITY PACT

General

This pre-bid/pre-contract Agreement (hereinafter called the Integrity Pact) ismade on_____day ofthe Monthof_____between on one hand, the Central Warehousing Corporation (A Govt. ofIndia Undertaking), Regional Office, Vihuti Khad, Gomti Nagar Lucknow-226010, acting through Superintending /Executive Engineer, Central Warehousing Corporation (A Govt. of India Undertaking) (hereinafter called the "CORPORATION" which expression shall mean and include, unless the context otherwise requires,hissuccessorsinofficeandassigns)oftheFirstPartand M/s_____represented byShri _____, (Name of the contractor) (hereinafter called TENDERER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

WHEREAS the TENDERER 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. ofIndia.

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 viewto:

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

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

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

1. Commitments of theCorporation

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 TENDERER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to thecontract.

1.2 The CORPORATION will, during the pre-contractor stage, treat all TENDERERS alike and will provide to all TENDERERS the same information and will not provide any such information to any particular TENDERER which could afford an advantage to that particular TENDERER in comparison to otherTENDERERS.

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 TENDERER 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 bestalled.

3. Commitments of TENDERERS

The TENDERER 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 TENDERER will not offer, directly or though 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 thecontract.

3.2 The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with theCORPORATION.

3.3 The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.4 The TENDERER 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 thecontract.

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

3.6 The TENDERER 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 TENDERER also undertakes to exercise due and adequate care lest any such information isdivulged.

3.7 The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiablefacts.

3.8 The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentionedabove.

3.9 If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, 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 TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filling oftender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956

3.10 The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of theCORPORATION

4. PreviousTransgression

4.1 The TENDERER 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 TENDERER's exclusion from the tenderprocess.

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

5. Earnest Money (SecurityDeposit)

5.1 While submitting Technical bid, the TENDERER shall deposit an amount of **Rs. 87,500/-** (to be specified in NIT) as Earnest Money, with the CORPORATION through any of the following instruments:

(i) Bank Draft or a Pay Order or deposit at call receipt of a scheduled/nationalized favour of **Regional Manager, Central Warehousing Corporation, Regional Office, Vibhuti Khand, Gomtinagar, Lucknow.**

(ii) Any other mode or through any other instrument (to be specified in theNIT).

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

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

6. Sanctions forViolations

Any breach of the aforesaid provision by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) 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 TENDERER. However, the proceedings with the other TENDERER(s) wouldcontinue.

(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 theTENDERER.

(iv) To recover all sums already paid by the CORPORATION, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the TENDERER from the CORPORATION in connection with any other contract for any other stores/work suchoutstanding payment could also be utilized to recover the aforesaid sum andinterest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the CORPORATION, along withinterest.

(vi) To cancel all or any other Contracts with the TENDERER. The TENDERER shall be liable topaycompensationforanylossordamagetotheCORPORATIONresultingfromsuch

cancellation/rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.

(vii) To debar the TENDERER 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 theCORPORATION.

(viii) To recover all sums paid in violation of this Pact by TENDERER(s) to any middleman or agent or broker with a view to securing thecontract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATON with the TENDERER, the same shall not beopened.,

(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 thisPact.

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 TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

The TENDERER 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 TENDERER 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 TENDERER to the CORPORATION, if the contract has already been concluded.

8. Independent Monitor

The CORPORATION has appointed Sh. Shahnawaz Ali, Flat No.-301, SMR's Oosman Vinay Heights, Keshav Nagar, Mettuguda, Secunderabad-500017, Telanganaas an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

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

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

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

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

The TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the TENDERER. The TENDERER 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 TENDERER/Subcontractor(s) with confidentiality.

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

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

9. Facilitation ofInvestigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

13. The parties hereby sign this IntegrityPact at_____on_____

CORPORATION TENDERER
Name of the Officer
Designation

Witness Witness
1._____1._____

2._____2. _____

ANNEXURE VI

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 have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract tous.

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

Stamp and signature of theTENDERER: _____

Name oftheTENDERER : _____

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

ANNEXURE VII

CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)

Agreement For Item Rate For Works

This Agreement for execution of work executed at Lucknow on ..... day of the .....,..... by the Central Warehousing Corporation, New Delhi- 16 established under Warehousing Corporation Act, 1962 (hereinafter called 'the' Corporation) represented by the **Executive Engineer**, **Central Warehousing Corporation, Vibhuti Khand, Gomti Nagar, Lucknow-226010** (hereinafter called 'the' **Corporation**) and **M/S** .... (hereinunder called "**contractor**" which term shall mean and include unless repugnant to the context his/ their executors, Administrators, legal and personal representatives Witnesseth as follows:

WHEREAS the Corporation have grant the contract amounting to **Rs.....** in response to tender opened on ..... for a period of .....**year w.e.f. .....** extendable by one year for the work i.e. "..... ...." and whereas the contractor has agreed to execute the items of work Section as per General Conditions of Contract and Schedule of Work attached.

AND WHEREAS the contractor having agreed to execute the above referred items of works/ Section it is hereby agreed that the terms and conditions of the contract as enumerated in General Conditions of Contract (Broad Heading of which are given in the Index thereto) item of works/ section as per Schedule of work, the work order issued and specification of the CPWD for the time being inforce shall form an integral part sole repository of the terms and conditions of this contract.

In witness where of the aforementioned parties to the contract have affixe their signatures.

Contractor	For and on behalf of the Corporation
Witness & address	Witness &address
1.	1.
2.	2.

ANNEXURE VIII

Form of Performance Security Bank Guarantee Bond

In consideration of Central Warehousing Corporation (A Govt. of India Undertaking) Warehousing Bhawan, 4/1 Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi -110 016 (hereinafter called "The Corporation") having offered to accept the Letter of Intent no. _____dated_____and the terms and conditions of theproposed agreement between Corporation and_____ (hereinafter called "the said contractor(s)") for theworkof_____(hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs._____(Rupees_____only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the saidagreement.

We_____(hereinafter referred to as "the Bank") hereby undertake to pay
(Indicate the name of the Bank)
Corporation an amount notexceedingRs._____(Rupees_____only) on demand by theCorporation

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

2. We, the said bank further undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute andunequivocal.

   The payment so made by us under this bond shall be valid discharge of our liability for payment there under, and the contractors (s) shall have no claim against us for making such payment.

3. We_____further agree that the guarantee herein contained shall remain in
(indicate the name of the bank)
and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till Engineer-in-Charge on behalf of the Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

4. We_____further agree with the Central Warehousing Corporation that the
(indicate the name of the bank)
Corporation shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from timeto time or to postpone for any time or from time to time any of the powers exercisable by the Central Warehousing Corporation against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our

liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act if omission on the part of the Central Warehousing Corporation or any indulgence by the Central Warehousing Corporation to the said contractor (s) or by any such matter or things whatsoever which under the law relating to sureties would, but for this provision, have effect of so reliving us.

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

6. We_____lastly undertake not to revoke this guarantee except with the
(indicate the name of thebank)
previous consent of the Central Warehousing Corporation in writing.

7. This guarantee shallbe valid upto_____. Unless extended on demand by Central Warehousing Corporation. Notwithstanding any thing mentioned above, our liability against this guarantee is restricted to Rs._____ (Rs._____only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall standdischarged.
Dated the _____ date of _____ for
_____
(Indicate the name of bank)

ANNEXURE IX

FORM OF DECLARATION TO BE GIVEN BY THE TENDERER BEFORE TENDER NEGOTIATION

I/We…….. do declare that in the event of failure of the contemplated negotiations relating to Tender No. ……..opened on …… my original tender shall remain open for acceptance on its original terms and conditions.

I/We also declare that I/We am aware that during this negotiation, I cannot increase the originally quoted rates against any of the individual items and that in the event of my doing so, the same would not be considered at all i.e. reduction in rates during negotiation alone would be consideredandforsomeitemsifI/Weincreasetherates,thesamewouldnotbeconsideredandin lieu my originally quoted rates alone would be considered and my offer would be evaluated accordingly.

Signature ofTenderer's
withstamp

ANNEXURE X

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of minimum value of Rs.100/- alongwith their Tender)

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee. (Scanned copy of this affidavit to be uploaded at the time of submission oftender).

Signature of Tenderer
Postal Address
Stamp

Witness:
Address:
Occupatio

CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)

NAME OF WORK : **SUPPLY, INSTALLATION AND TESTING OF ONE UNIT EACH FOR LISTED CENTRES OF 5.5 KVA SINEWAVE INVERTER ONE PHASE IN, ONE PHASE OUT WITH REQUIRED NUMBER OF 12V 140AH TABULAR BATTERIES WITH SUITABLE RACK FOR INVERTER AND TROLLIES FOR EVERY SET AT EVERY CENTRE OF CENTRAL WAREHOUSING CORPORATION AT THE LISTED CENTRES ALONGWITH 05 YEARS AMC OF EACH CENTRES INCLUDING 12 MONTHS DEFECT LIABILITY PERIOD .**

SCHEDULE OF QUANTITY

Sr.	Discreption of Item	Unit	Rate/ unit Rs.	Qty in No.	Amount (Rs.)
1	SUPPLY, INSTALLATION AND TESTING OF ONE UNIT EACH FOR LISTED CENTRES OF 5.5 KVA SINEWAVE INVERTER ONE PHASE IN, ONE PHASE OUT WITH REQUIRED NUMBER OF 12V 140AH TABULAR BATTERIES WITH SUITABLE RACK FOR INVERTER AND TROLLIES FOR EVERY SET AT EVERY CENTRE OF CENTRAL WAREHOUSING CORPORATION AT THE LISTED CENTRES. ALONGWITH 05 YEARS AMC OF EACH CENTRES INCLUDING 12 MONTHS DEFECT LIABILITY PERIOD. Make: Luminous, Sukam.	Each / Job	32500	27	877500.00
2	Supply, Connecting of 12 Volt-140 AH Tubular Battery of make of the Inverter suitable for 5.5 KVA inverter with rake to accommodate 8 nos. of battery bank is considered for each inverter of above rating. Make: Luminous, Sukam.	Each battery	14150	216	3056400.00

Note:-

1. The rate are inclusive of all taxes i.e. GST/Transportation/loading & unloading/Comprehensive insurance etc. as applicable.
2. The rates are Luminous make batteries and inverters.
3. The for each centre will be raised for 1 No. of 5.5 KVA inverter and 8 nos. of 12 volt-140AH tubular batteries with suitable rake alongwith the complesion / installation report from Warehouse Manager.
4. The bill alongwith the installation report is to be submitted to the respective RM , copy of the same to be submitted to the Corporate office.
5. 5% Security Deposit will be deducted from each bill and will be re;leased after completin of Defect Liability Period i.e. 12 months from the date of installation.
6. Necessary Income Tax and cess to be deducted as per rules.

3	Annual Maintenance of the Inverter's of 5.5 KVA including 4 visits in a year at each centre where invertr is installed, the servicing of the Inverters and Batteries (The yearly rate should be inclusive of all taxes and levies and for the period after Defect Liability Period of batteries and Inverters with a total period of 5 years inclusive of DLP.	Four years AMC of each centre exclusive of 12 mth DLP	27 centres	Rs.4000 X 4 yrs X 27 centres	432000.00

Note:-

1. The rate are inclusive of all taxes .
2. The AMC will start after completion of Defect Liability Period i.e. 12 months from the date of installation.
3. The payment of AMC will be made after the completion of AMC period i.e. one year.
4. The bill of AMC to be raised to respective Warehouse Manager /Reginal Office alongwith the satisfactory report from Warehouse Manager.

Total :	**(Rupees forty three lakh sixty five thousand nine hundred only)**	**43,65,900.00**

LIST OF CENTREs /CENTRAL WAREHOUSE

Sr.	Name of Centre	Name of Warehouse Managaer & Address of Warehouse	CUG Number	Mobile Number	GST NO.
1	Bahraich	S.K. TIWARI, SIO , Central Warehouse, P.O. Kalpipara, Bahraich-271801	7311171208	**9415160895**	**UTTAR PRADESH** 09AAACC1206D2ZD
2	Banda	Santosh, Supdt , Central Warehouse, Near Nawab Tank, Naraini Road, PO- Badokhar Khurd, Banda-210001	7311171261	7860181648	UTTAR PRADESH 09AAACC1206D2ZD
3	Basti	Tushar Shiv, SAM (G) Central Warehouse, Plastic Complex, PO-Purani Basti, Basti-272001	7311171262	**9792880874 6388180221**	UTTAR PRADESH 09AAACC1206D2ZD
4	Bijnore	Naresh Kumar, SAM(G) Central Warehouse, Rasulpur Pirthi, Nazibabad road, Bijnore-246701	7311171263	**9417196539**	UTTAR PRADESH 09AAACC1206D2ZD
5	Bisalpur	Harish Chandra, Supdt. Central Warehouse, Near Railway Station, Bisalpur-202201 Distt. Pilibhit	7311171264	**9044867232**	UTTAR PRADESH 09AAACC1206D2ZD
6	Chandausi-I	Gajraj Singh, Supdt. Central Warehouse, Nakhasa Road, Jarai Gate,Chandausi –I Distt.- Sambhal - 244412	7311171265	**9457475423**	UTTAR PRADESH 09AAACC1206D2ZD
7	Chandausi-II	M.A. Anis, Supdt. , Central Warehouse, Navin Mandi, Chandausi-244923	7311171266	**9458080127**	UTTAR PRADESH 09AAACC1206D2ZD
8	Chirgaon	M.C. Mishra, Supdt., Central Warehouse, Krishi Utpadan Mandi,Chirgaon-284301 , Distt. Jhansi	7311171267	**9839791913 / 7007334072**	UTTAR PRADESH 09AAACC1206D2ZD
9	Dadri	S.K. Sharma, SIO , GT Road, Dadri - 230207	7311171268	**8377828908**	UTTAR PRADESH 09AAACC1206D2ZD
10	Dumariaganj	K.K. Mishra, SIO , Central Warehouse, Near Baidola Chauraha, Dumariaganj-272189 , Distt. Siddharthnagar	7311171269	**8004673168**	UTTAR PRADESH 09AAACC1206D2ZD
11	Etawah	KAMAL SINGH, SIO Central Warehouse, New Krishi Utpadan Mandi Samiti, Bharthna Road, Etawah-206001	7311171270	**9457307781**	UTTAR PRADESH 09AAACC1206D2ZD
12	Ghaziabad-I	Shalini Singh, SUPDT. Plot No.C-1 to 5, Industrial Area, Bulandshahar Road, Ghaziabad-201001	7311171274	**7838982146**	UTTAR PRADESH 09AAACC1206D2ZD
13	Hardoi	Ratibhan, Supdt., Central Warehouse,132 KV Power Station, Lucknow Road, Hardoi-241001	7311171276	**7355212163**	UTTAR PRADESH 09AAACC1206D2ZD
14	Jahangira bad-II	Gopal Singh, SIO. Central Warehoue, Navin Mandi, Jahangirabad-202394	7311171278	**9457710709**	UTTAR PRADESH 09AAACC1206D2ZD
15	Jhansi	R.B.Sahu, SIO, Central Warehouse,Shivpuri Road, Nandanpura, Jhansi-284003	7311171295	**9450228525**	UTTAR PRADESH 09AAACC1206D2ZD
16	Lucknow-I	U.S. Srivastava, Supdt. Central Warehouse, Muhan Road, Near Bowli Chowki, Lucknow-226017	7311171280	**9026831237**	UTTAR PRADESH 09AAACC1206D2ZD
17	Maunath Bhanjan	S.C, Tripathi, SIO , Central Warehouse, UPSIDC Complex, Tajopur, Maunath Bhanjan-275101	7311171282	**8726753577**	UTTAR PRADESH 09AAACC1206D2ZD

18	Muzaffar-Nagar-I	Yanendra Kumar, Supdt. Central Warehouse, Kukra Road, Muzaffarnagar-251001	7311171283	**7017203522**	UTTAR PRADESH 09AAACC1206D2ZD
19	Naini	Ashok Kumar, SIO., Central Warehouse, Plot No.D-1,UPSIDC Industrial Area, PO, TSL, Mirzapur Road, Naini (Alld)	7311171285	**9935671968**	UTTAR PRADESH 09AAACC1206D2ZD
20	Rampur	K.K. Nagar, SIO, Central Warehouse, PB. No. 39, Agapur, Rampur-249001	7311171286	**9837002154**	UTTAR PRADESH 09AAACC1206D2ZD
21	Saharanpur-I	S.S. Cheema, SIO Central Warehouse, Janta Road, Saharapur-247001	7311171289	**9417017015**	UTTAR PRADESH 09AAACC1206D2ZD
22	Shahjahan-pur	A.A. Tirky, SAM(G) Central Warehouse, Krishi Utpadan Mandi, Roza, Shahjahanpur-242001	7311171288	**9506515583**	UTTAR PRADESH 09AAACC1206D2ZD
	LUCKNOW REGION (UTTARAKHAND)				
23	Jaspur	R.H. Siddiqui, SIO Central Warehouse, Jaspur-264712 (US Nagar)	7311171246	**9411302113**	**UTTARAKHAND** 05AAACC1206D1ZM
24	Kashipur-I	Guru Dutt, Supdt. Central Warehouse, Bazpur Road, Kashipur-224713	7311171247	**9319110915**	**UTTARAKHAND** 05AAACC1206D1ZM
25	Kashipur-II	Anil Kr. Sharma, JS Central Warehouse, New Anaj Mandim Moradabad Road, Kashipur-244713	7311171248	**9412126427**	**UTTARAKHAND** 05AAACC1206D1ZM
26	Khatima	M.K. Joshi, SIO, Central Warehouse, New Mandi Complex, Pilibhit Road, Khatima-262308	7311171249	**9412438434**	**UTTARAKHAND** 05AAACC1206D1ZM
27	Srinagar	S.S. Rawat, Jr. Supdt. Central Warehouse, Anand Niwas, Near Govt. Hospital, Pauri Road, Srinagar (Garhwal)-246174	7311171250	**9760039678**	**UTTARAKHAND** 05AAACC1206D1ZM

EXECUTIVE ENGINEER

GENERAL CONDITION OF CONTRACT

1. DEFINITION AND INTERPRETATIONS :
In the contract as hereinafter defined the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.

(A) " EMPLOYER " means Central Warehousing Corporation.

(B) " CONTRACTOR and / or TENDERER" means the person or persons, firm, Corporation, Joint venture of company, whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workmen, personal representatives, successors and permitted assigns.

(C) "CONTRACT" means and includes Tender Documents, instructions to tenderer, Tender , General conditions of contract, Scope of the work and Special conditions, Bill of quantities, Technical specifications, Drawings and amendments thereto, tender bid and letter of acceptance.

(D) "CONTRACT PRICE" means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.

(E) " SPECIFICATIONS" means the specification referred to in the tender documents and modifications thereof or additions thereto or amendments thereto as may from time to time be furnished or approved in writing by the Employer.

(F) " SITE" means the land or other area on which the permanent work or temporary works are to be executed or carried out or any other lands of area provided by the Employer for the purpose of contract.

(G) "ENGINEER-IN-CHARGE" means an Officer of CWC as nominated to be In-charge of work of this tender.

(H) "WORK" means the work to be executed in accordance with the contracts as described in the scope of work and special conditions, Bill of quantities, Technical specifications including modified , extra and additional work to be executed under the contract and other documents forming part of Tender documents, specifications and modified , extra and additional work to be executed under the contract and other documents forming part of Tender documents, specifications and Drawings submitted by the contractor and shall include all Temporary works and permanent works.

(I) " APPROVED APPROVAL" means the approval in writing.

2. COMMENCEMENT AND PROSECUTION:
The contractor shall commence the work within "10" days from the date of issue of acceptance letter by the Employer and carry out the same expeditiously at whatever point s and in such portion as the Employer may direct. The period of the contract shall be Calendar Months from the date of start of contract.

3. CARE AND DILIGENCE:
The contractor shall exercise all responsible care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this and shall be fully responsible to the Employer for the properly, efficiently and effectively carrying out of their duties.

4. ASSIGNMENT & SUB-LETTING:
The contractor shall not sub-let the works or any part thereof without written permission of the Employer.

5. RATES & AMOUNTS INCLUDE ALL CHARGES:
The rates and amounts submitted by the tenderer shall be gross rates and amounts and must include all payments on gross rates must include all payments on account of taxes, levies, duties royalties, excluding GST and applicable cesses etc. as promulgated by the Central / State Govt. or any Govt. body or Corporate from time to time Central Warehousing Corporation will not liable to pay & claim whatsoever in this regard, and all other incidental charges that the tenderer may have to bear for the execution of the work , bonus, employees provident fund (EPF) amount towards earned leave shall be paid by contractor.

6. THIRD PARTY INSURANCE:
Before commencing execution of the works of this contract, the contractor shall ensure against his liability for any material of physical damage, loss or injury which may occur to any property including that of Employer by or arising out of the execution of works. Minimum amount of third party insurance shall be rupees 5.00 Lakhs for

any one incident with provision for reinstatement to this value after incident.

7. EXECUTION:
The contractor shall in consideration or payments to be made to him as hereinafter provided execute and do the works set forth as described to in the scope of work and specification & drawings.

8. Any extra expenses incurred in connection to the works by the Employer in the performance of the works owing to the neglect or omission of the party of the contractor in any of the cases mentioned in this contract shall be deducted from any sums due or which may thereafter become due to the contractor or from any amount lying with them or under their control or may be called upon to pay the amount such extra expense to such person or persons as the Employer may appoint to received the same and in the event of the contractor falling to make such payment, the said shall be recoverable from him in such manner as the Employer may determine.

9. OFFICE -CUM-STORAGE SAPCE:
In sub -station/ Generator room

10. LABOUR:
The Contractor shall make his own arrangements for the engagement of all labor for doing the work at site or in respect of or in connection with the execution of works also for the transport, housing feeding and payment to them.
The contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of person and property in the neighborhood of the works against the same.
The contractor shall at all times during the continuous of the contract comply fully with all existing Act, Regulations any bye-laws including all statutory amendments and re-enactment of state of Central Government and other local authorities and any other enactments and acts that may be passed in future either by the state or the Central Government or local authority including Indian Workmen's Compensation Act, Contact Labour (Regulation & Abolition) Act 1970 and equal remuneration Act 1976, Factories Act, minimum Act. Provident Fund Regulations, Employees Provident Fund Act etc. And sanitary arrangements for said Act, Health and Sanitary arrangements for workmen, insurance and other benefits and shall indemnify and keep the Employer indemnified in case any authority against the Employer for any contravention of any of the laws. bye -laws or scheme by the contractor if a result of contractor's failure, negligence, omission, default or non-observance of any provision/s of any laws, the employer is called upon by any authority to pay or reimburse or required entitled to deduct the same from any moneys de to that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the employer is required or called upon to pay or reimburse on behalf of the contractor. All registration and statutory inspection fees in respect of this work pursuant to the contract shall be paid by the contractor.

The contractor shall pay the labourers engaged by him on the work not less than a fair wages, which expression shall, mean , whether for time or piece work, rates of wages as may be fixed by the concerned authority as fair wages for fo CWC area payable to the different categories of workers the tenderer should make the minimum wage is revised twice a year. The contractor shall pay EPF, ESI, Earned leave, as per the prevailing Acts & Rules to its workers/employees for the above work.

The contractor shall maintain records of wages and other remuneration paid to this employees in such from as may be convenient and to the satisfaction of the employer and the consolation Officer (Central),Ministry of Labour Government of India, or such other authorized person appointed by Central or State Government and the same shall entirely include the following particulars each worker:

1. Name , works number and grade.
2. Rate of daily or monthly wages.
3. Nature of works on which employed.
4. Total number of days worked during each period.
5. total amount payable for the work during each wages period.
6. All deductions made from the wages with details in each case of the ground for which the deduction is made .
7. Wages actually paid for each wages period.

The contactor shall provided a wages slip for each worker employed on the works.

The wages records and wage slips shall be preserved by the contractor for minimum period of 12 months after the last entry of such time as the employer may fix in that behalf.

The contactor shall allow inspection of the aforesaid wages records and wages slip to the employer at a convenient time and place after notice is received by him from the employer demanding such inspection .

The employer shall have the right to deduct from the money due the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-payment of fair wages, except and deductions that may permissible under any law for the time being in force.

11. STRIKE/LOCK OUT BY CONTACOR'S EMPLOYEES:

Non-availability of labour or strike by the contactor's employees or lock out shall not be a ground or any excuse for not executing the works of this contract.

All staff Employed by the contractor shall be contractor's employees for all intents and purposes.

The Engineer -In -charge can instruct the contractor's if some employee of the contractor is required to be removed from area of this contractor due to administrative reasons.

The contractor shall ensure that the person or persons appointed in the CWC premises do not suffer from any legal disqualification for service by reason of any law or status in force from time or any reason whatsoever.

The Contractor shall be responsible for the proper conduct of his employees for the execution of works. In case it is observed that any of his employees is disrespectful or indulges in bad behavior or commits theft or tampers any of the property of the CWC, the contractor shall remove the employee concerned and also make good the loss suffered to the CWC forthwith or receipt of complaint.

The contractor will also be responsible for any loss suffered by the management consequent on the conduct of his employees in the discharge of their duties related to their work.

12. MATERIALS :

The employer will supply all the material of whatsoever nature & kind for the execution of the contract.

13 Keeping the site clean :

The contractor shall at his own costs and expenses at all times keep the site free from all obstruction and dispose of all surplus excavated materials, rubbish etc. and other materials in such manner as he deemed fit or as directed by employer.

14 Working Hours :

Working hours will be specified under scope of work.

15 MODE OF PAYMENT 7 PENALTY :

Payment shall be made to the Contractor on submission of monthly bill as per approved format and as certified by Engineer-in Charge, Bill will be submitted for

a) Manpower deployed during the month for day to day maintenance works
b) Statement of faults attended and repaired during the billing month. The contractor shall submit with the bill materials consumption statements duly countersigned and certified by Engineer-In-Charge
c) Periodical works as completed during the month.

NOTE NO : 1:

Payment shall be made within 15 days from date of certification of bills by Engineer-In-Charge

Engineer-In-Charge may withhold payment to the extent of 30% of bill amount on account of unsatisfactory work at his discretion. In the event of contractor rectifying the defects this payment can be released in the next monthly bill.

NOTE NO : 2 :

Payment shall be admissible for manpower deployed with effect from date of actual deployment of manpower and executing the works of this contract and as per other terms & conditions of this contract.

16. Provision of First Aid Box :

The Contractor shall at his own cost provide and maintain at the site of works standard first aid box as directed and approved by the employer.

017. INSURANCE FOR PERSONAL INJURIES ;
The contractor shall at his own costs and expenses obtain and shall cause any sub-contractor to obtain such insurances as may be necessary to cover the liability of the contractor or as the case may be of such sub-contractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works and shall produce or cause any such policy/policies as and when required by the Employer you may also have to obtain and claim policy from an insurance company. Policy shall contain for family members if each worker. Copy of claim policy shall be submitted to CWC as and when required.

18. INCOME TAX DEDUCTION:
Deduction of Income Tax shall be made from any amount payable to the contractor as per the relevant provisions of the Income Tax Act.

19. DEFAULT OF CONTRACTOR:
If the contractor make any default or on the happenings of any one or more of the following events that is to say

i) If the contractor without reasonable cause abandons the contract or
ii) Suspends the carrying out of the works for 7 days after receiving written notice from the Employer without any lawful excuse or fails to make proper progress with works for 7 days after receiving written notice from the employer to employee more men or
iii) Fails to proceed regularly and diligently with the work or
iv) The contractor has become insolvent or
v) The contractor has gone into liquidation or passed the resolution for winding up or
vi) Upon this failing to perform satisfactorily his assigned task as as defined in this contract
vii) On this omission or negligence or neglect or default or failure to comply with any of the conditions of the contract. The employer may after giving notice by Registers Post/ A/D specifying the default or defaults at the address given by the contractor, and on the contractor's failure to rectify or remedy for such default within 14 days after receipt of such notice or shall at any time thereafter repeat such default enter upon the site and the work and expel the contractor there from any may either themselves complete the work or employee any other contractor to complete the work and upon such entry the contract shall be determined some and except the rights and powers conferred upon the Employer under the contract. In such an event the employer may sue the materials and plants/machinery/equipment lying on the site and belonging to the contractor for completion of the contract. The value of the materials shall be determined jointly between the Employer and the contractor or by the Employer alone if contractor fails to join the inspection. The contractor shall not dispute such valuation and it shall be binding upon the contractor no amount shall be due and payable to the contractor for the same if any kind, plant/machinery/equipments in completion of the contract. In the event of the Employer completing the work or employing any other contractor to complete the same, the Employer shall be entitled to recover from the contractor the amount expended by the Employer and such lose or damage that they may have suffered as a result of the contractor omission or negligence or neglect or default or failure to execute the works or to comply with any of the conditions herein contain and the Employee shall recover the said amount from any amount that shall become due or thereafter become due to the contractor or from any amount lying with them or under their control.

20. EMPLOYER'S LIEN :
The Employer shall have a lien on and over all or any moneys that may become due and payable to the contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum, that may become due and payable by the employer to the contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the employer and the contractor.

21. BRIBES COMMISSION :
Any bribe commission gift or advantage given promise3d or offered by or on behalf of the contractor of his partner agent or servant or anyone on his or their behalf to any officer, servant, representative or agent of the Employer or to any person on his behalf in relation to the obtaining or to the execution of this or any other contract or with the employer shall in addition to any criminal liability which he may incur subject to the contractor to the cancellation of this and all other contracts with the employer and contractor shall be liable to pay to the employer such sum or sums which they may have to incur or suffer as and by way of loss or damage as a result of such cancellation.

The employer shall be entitled to deduct the amount so payable by the contractor from any money otherwise due to the contractor under this or any other contract or from any amount lying with them or under their control. Any question or dispute as to the commission of any offence under the present clause shall be settled by the employer in such manner and on such evidence or information as they shall think fit and consider sufficient and their decision

shall be final and conclusive.

22. RECORDS :
The contractor shall keep and maintain records as required under this contract and as instructed by Engineer-In-Charge

23. PERFOLRMANCE SECURITY
Within 10 days from the date of issue of acceptance letter from the Employer to the successful tenderer shall furnish the Employer, as security in the form of a Demand Draft/Bank guarantee of Nationalized bank, having branch in Delhi for an amount of 10% of the contract award price as per draft, guaranteeing the performance of the contract by the successful tenderer. Failure of the successful tenderer to lodge the required Bank Guarantee shall constitute sufficient grounds for the determination of the contract and enforcement of Bank Guarantee for the tender security.

23. SIGNING OF AGREEMENT:
Upon the receipt of the notification of award by the successful tenderers, the successful tenderer shall prepare a draft of the agreement and submit the same to the Employer within one weeks of the date of receipt of notification of award. The employer shall return the draft and the successful tenderer shall get the same engrossed, have the correct amount of stamp duty adjudicated by Superintendent of stamps, Delhi and thereafter return the same duly signed and executed on behalf of successful tenderer all at his own cost within one weeks from the approved draft.

25.ACCESS TO SITE:
The contractor shall obtain prior permission of the Employer before any person not directly connected with the works visits the site. Contractor shall obtain prior permission for his workers gate pass/for materials etc. as may be required to carry out the works inside the Customs area of CFS from the Employer and shall follow the rules and regularization of Employer which may been enforce from time to time for entry or exit. The particulars shall include the worker's name, father's name, present address, permanent address and two photographs. This is in addition to other requirements regarding security passes etc.

26 In case the contractor fail to comply with any instruction of Engineer-In-Charge to carry out any work due to any reason, CWC has the right to carry out the work departmentally or through some other contractor. The cost of all such work alongwith materials with an addition of 15% or that cost to cover all departmental charges would be calculated and should be total amount thereto exceed the amount due to the contractor had it been carried out by the contractor, the contractor is liable to pay the amount excess to CWC. This excess amount will be deducted from the contractor's bills.

27. The man day rates mentioned by the tenderer in Annexure for each category of staff will be used for calculating deductions to be applied in case manpower deployed in a month fails below the minimum stipulated requirement. These rate will also be applicable for payment to the tenderer for deployment of additional staff as assessed by CWC.

28 All the old/damaged items removed from different areas/building will be CWC's property and should be returned within 24 hours from compliance of rectification to Engineer-In-Charge
29. The contractor should maintain a register for each area for the faults attended and the repair carried out. The same should be shown to the CWC's supervisor/Engineer-In-Charge whenever asked for aextract of the register should be submitted to CWC every month.

30. All the material required for repair and maintenance shall be provided by CWC free of cost. However small items such as Dhori, Broom etc shall be arranged by the contractor for keeping the DG sets and rooms cleared.