



**केंद्रीय भंडारण निगम  
(भारत सरकार का एक उपक्रम)**

**CENTRAL WAREHOUSING CORPORATION**

(A Govt. of India Undertaking)

(E- Tendering Mode Only)

FOR

Name of Work: Rate contract for providing of Project Management Consultancy & other allied Engineering & Architectural Services for Engineering Works in Regions of Central Warehousing Corporation

**CENTRAL WAREHOUSING CORPORATION,**  
4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas,  
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## CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

Corporate Office, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi

No: CWC/CO-ENGG. /PRESS NOTE/2021-22

Dt 6-9-21

### PRESS NOTICE

CWC invites online tenders from the structural or architectural consultant who may be individual/ firms/ companies for the following works:-

Sr. No	Name of Work	Estimated Cost (in Lakhs)	Last date of on line submission & opening of tender
1	Rate contract for providing of Project Management Consultancy & other allied Engineering & Architectural Services for Engineering Works in Regions of Central Warehousing Corporation	NA	7-10-2021

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](http://www.cewacor.nic.in) or e-tender website [www.cwceprocure.com](http://www.cwceprocure.com) or CPP Portal <http://eprocure.gov.in/epublish/app>. Further Corrigendum/Addendum to this Tender, if any, will be published on the above mentioned website only. Newspaper press advertisement shall not be issued for the same

**CHIEF ENGINEER(I/c)**

**CENTRAL WAREHOUSING CORPORATION**  
(A GOVT. OF INDIA UNDERTAKING)  
Corporate Office, 4/1, Siri Institutional Area, August Kranti Marg, HauzKhas, New Delhi

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NIT NO:CWC/PMC-Engineering works/2021-22

Dt. 6-9-21

**NOTICE INVITING TENDER**  
(E-tendering mode only)

Online percentage rate E-tender in two bid system is invited for the below mentioned works from the structural or architectural consultant who may be individual/ firms/ companies and who has delivered the consultancy services or delivering the services to CPWD/Railways/MES/State PWD/other Government Organization/ Public Sector Undertakings & their Subsidiaries :-

Tender No.	NO:CWC/PMC-Engineering works/2021-22
Name of Service	Rate contract for providing of Project Management Consultancy & other allied Engineering & Architectural Services for Engineering Works in Regions of Central Warehousing Corporation
Estimated cost put to tender	NA
Earnest Money	While submitting technical bid, the TENDERER <b>has to submit the EMD Declaration in the format at Annexure-I.</b>
Cost of tender document (Non-refundable)	Rs.1180/- (including GST)
Time Allowed for completion	As per NIT
Tendering Processing Fee (Non-refundable)	885/-
Last date & time of submission of cost of tender & e-tender processing fee and downloading of tender document (tech. & price bid)	6/10/2021; 15:00 Hrs.
Last date & time of submission of Tender &EMD	7/10/2021; 15:00 Hrs.
Date & time of opening of Technical Bid	7/10/2021; 15:30 Hrs.
Date & Time of opening of Financial Bid	Date of opening will be intimated separately for technically qualified Tenderers.

Tender documents including contract conditions and schedule of work may be down loaded by the intending bidders, who wish to participate, from **CWC website**[www.cewacor.nic.in](http://www.cewacor.nic.in) or **e-tender website** [www.cwceprocure.com](http://www.cwceprocure.com) or **CPP Portal**<http://eprocure.gov.in/epublish/app> up to **06.10.21 at 15:00 Hr.**

## ELIGIBILITY CRITERIA:

The CONSULTANT who fulfils the following requirements shall be considered eligible to quote the rates and will be considered qualified in technical evaluation.

### Mandatory Documents

1. **EMD & E-TENDER Processing Fees:** Bidder must submit the undertaking in format in Annexure-I in lieu of EMD and E-Tender Processing fee as per tender Notice with their technical bid:

a. E-TENDER processing fee (Non- refundable) would be paid mandatorily to M/s ITI Ltd. through e-payment through the portal [www.cwceprocure.com](http://www.cwceprocure.com).

2. **EXPERIENCE CERTIFICATE:**

Bidder should have Experience of Providing the Consultancy services as mentioned below (a & b). The scope of services provided by Bidder should be completed during the last four financial years (i.e. 2017-18 , 2018-19, 2019-20, 2020-21 ) and current Financial Year 2021-22 up to the date of TENDER submission.

a Detail Designing, Engineering and Architectural Works of a **Steel Structural Framed Building** (Industrial/ Institutional/Commercial) and they should have successfully completed Detail Designing, Engineering and Architectural Works of minimum **Three** such Buildings each of plan area not less than **3000** Sqm and each having span not less than **30** m (short direction) and Eave Height not less than **9** m (from plinth level).

**OR**

Detail Designing, Engineering and Architectural Works of (i) Minimum **Three RCC framed** Building of height not less than **12** m (Industrial/ Institutional/Commercial/Residential) and (ii) Minimum three Steel Skelton like Steel Towers joined by Steel framed (Conveyor galleries, walkway etc), Over bridge etc in plan area each not less than 200 Sqm.

b Experience of providing Project Management Consultancy service for any Building construction project across the country where project cost is not less than **Rs. 15 Crore**. The project should either be completed during past four financial years (i.e., 2017-18, 2018-19, 2019-20,2020-21) and current Financial Year 2021-22 up to the date of TENDER submission or Project may be still in execution but the value of **Rs. 15 crores** have been completed during above period.

**Note:** In case of works executed for Private Organisations, credential documents of experience certificate must be supported by copy of work order /Agreement and Form 26 AS covering the years of work execution and clearly revealing the amount paid by private client.

Experience Certificate as provided by Client for Successful completion of Consultancy Services should include the name of Project Work, agreement number, date of start, actual date of completion and information about Building Address / Location, Building Span, Eave Height and Plan area etc must be available in credential submitted by bidders.

### 3. Physical Establishment:

Bidder meeting the required experience criteria as per S/n 2 A&B above shall be considered qualified in Technical Bid and their rates for a CWC Region shall be considered only if bidder is having a running office in any of the city of states covered by that CWC Region or in other city /states/UT as mentioned in table below.

S/n	CWC Region and STATES covered	Requirement of Physical establishment
1	Delhi / NCR	In any one city of any of following states/UT. New Delhi, Uttar Pradesh, Uttarakhand, Rajasthan, Punjab, Haryana, Himachal Pradesh, Chandigarh, Jammu & Kashmir, Laddakh.
2	Chandigarh ( Haryana, Punjab, Himachal Pradesh, Jammu & Kashmir, Ladakh, Chandigarh)	In any one city of any of following states/UT. New Delhi, Uttar Pradesh, Uttarakhand, Rajasthan, Punjab, Haryana, Himachal Pradesh, Chandigarh, Jammu & Kashmir, Laddakh.
3	Lucknow ( Uttar Pradesh , Uttarakhand)	In any one city of any of following states/UT. New Delhi, Uttar Pradesh, Uttarakhand, Madhya Pradesh, Chhattisgarh, Rajasthan, Haryana, Himachal Pradesh, Patna, Jharkhand.
4	Bhopal (Madhya Pradesh , Chhattisgarh)	In any one city of any of following states/UT. Uttar Pradesh, Madhya Pradesh, Chhattisgarh, Rajasthan, Gujarat, Maharashtra, Telangana, Andhra Pradesh, Orissa, Jharkhand.
5	Jaipur (Rajasthan)	In any one city of any of following states/UT. New Delhi, Uttar Pradesh, Gujarat, Madhya Pradesh, Rajasthan, Punjab, Haryana.
6	Mumbai (Maharashtra, Goa , Dadra & Nagar Haveli and Daman & Diu, Lakshadweep )	In any one city of any of following states/UT. Maharashtra, Goa, Dadra & Nagar Haveli, Gujarat, Madhya Pradesh, Karnataka, Chhattisgarh, Telangana .
7	Ahmedabad (Gujarat)	In any one city of any of following states/UT. Maharashtra, Dadra & Nagar Haveli, Daman & Diu, Rajasthan, Gujarat, Madhya Pradesh.
8	Bangalore (Karnataka)	In any one city of any of following states/UT. Maharashtra, Goa, Andhra Pradesh, Kerala, Tamilnadu, Telangana.
9	Hyderabad (Andhra Pradesh , Telangana)	In any one city of any of following states/UT. Maharashtra, Chhattisgarh, Orissa, Andhra Pradesh, Karnataka, Tamilnadu, Telangana, Kerala.

10	Chennai (Tamil Nadu, Pondicherry , Andaman and Nicobar Islands)	In any one city of any of following states/UT. Telangana, Andhra Pradesh, Karnataka, Tamilnadu, Kerala, Pondicherry, Andaman and Nicobar Islands.
11	Kochi (Kerala)	In any one city of any of following states/UT. Andhra Pradesh, Karnataka, Tamilnadu, Kerala, Telangana.
12	Kolkata (West Bengal)	In any City of West Bengal , Sikkim, Bihar, Jharkhand, Odisha, Assam
13	Guwahati (Assam, Arunachal Pradesh, Meghalaya, Sikkim, Nagaland, Tripura, Manipur, Mizoram)	In any one city of any of following states/UT. Assam, Arunachal Pradesh, Meghalaya, Sikkim, Nagaland, Tripura, Mizoram, Manipur, West Bengal.
14	Patna (Odisha , Bihar, Jharkhand)	In any one city of any of following states/UT. Odisha , West Bengal, Bihar , Jharkhand, Chhattisgarh, Andhra Pradesh, Uttar Pradesh.

Note: Bidder shall submit the credential documents in support of running office in the city. Following documents shall be required and acceptable.

- (a) Copy of lease agreement/rent agreement (at least six month old from the due date of submission of bid) /sale deed ( in the name of bidder in case of ownership) (and)
  - (b) Copies of Last three month electricity bill and Internet/landline bill. (and)
  - (c) List of Bidders regular employee/contractual staff deployed at the office along with their Name, designation and Mobile Number.
4. The Tenderers shall also submit an Affidavit as per **ANNEXURE-I**. The tenders of Bidders not submitting the undertakings as per Annexure-I or submitting the same with any deviation will be summarily rejected.
  5. Financial Soundness: The sum total (arithmetic sum) of tenderer's turnover/revenue (income) from operations in the previous three financial years (FY 2018-19,2019-20 & 2020-21) must be at **least Rs. 108 Lakh**.  
  
The information shall be supported by Certificate & audited Balance Sheets and Profit & Loss Statements of specified period from the Chartered Accountant etc. In case Balance Sheet and Statement of Profit/Loss for the immediately preceding financial year have not been prepared / audited; the account for one more preceding financial year can be submitted.
  6. Joint-venture / consortia of firms or companies shall not be allowed and the bidders should meet the above criteria themselves.

**NOTE - The Bidders not fulfilling all above requirements of mandatory documents shall be summarily rejected.**

CENTRAL WAREHOUSING CORPORATION  
(A GOVT. OF INDIA UNDERTAKING)

INSTRUCTIONS TO BIDDER  
(SECTION – I)



## INSTRUCTIONS TO SUBMIT ONLINE TENDER

1. The interested and eligible bidders/CONSULTANTS should upload all the required mandatory documents, as described in Eligibility Criteria of this TENDER Document. Bidder shall enclose in their technical bid the E Tender document containing all pages (as uploaded by CWC on websites) under valid digital signature.  
Uploading of TENDER with digital signature shall imply the confirmation that Bidder, submitting the TENDER, have read all the conditions laid down in this E-TENDER documents and all terms & conditions are accepted by the Bidder unless specific deviation is quoted in the technical bid.  
Bidder shall submit NO deviation certificate as per Annexure-I of bid document if he is unable to digitally sign and upload entire tender document due to any reason.
2. The prices/ rates must be filled in financial bid 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).
3. The Rates are enquired on percentage basis over all Items of the Contract. Bidders shall fill up the Price schedule, stating the Lump sum % above or below (in figures as well as in words) over all items work covered in scope in PART 1 and PART 2. Refer Schedule of Rates (Price Schedule) /Schedule-A.
4. The TENDER submitted shall be treated as invalid if: -The bidder does not quote the rates against each item of Price Schedule mentioned in E-TENDER and any section/ sub head of the Price Schedule is /are left unquoted.
5. If the % rates quoted are different in figures & words, then the rates mentioned in Figures will be considered for Evaluation and Finalization.
6. E- TENDER Document is not transferrable and the same is to be submitted with digital signature/ signed & scanned copy by the pre- authorized personnel of the Bidder.
7. The TENDER without the prescribed earnest money, tender processing fee or any mandatory Documents as described in Eligibility Criteria shall be summarily rejected.
8. The bidders / CONSULTANT are advised to inspect and examine the CWC premises in region to get them acquainted with the type of infrastructure, working environment, working site and its surroundings and satisfy themselves before submitting their TENDER. Bidder must visit the CWC website to learn about the warehousing, CW locations etc., the means of access, the accommodation they may require and in general shall themselves obtain all necessary

information as to risks, contingencies and other circumstances which may influence or affect their TENDER.

9. TENDERS containing any condition leading to unknown / indefinite liabilities shall be summarily rejected.
10. If L-1 bidder back out and in case after receiving of the letter of Acceptance, he does not commence to perform the services within a prescribed period or does not submit the PG as per contract requirement, the contract will be terminated & consultant will be debarred for participation in future tender of CWC for five years.
11. In present mode of Inviting Online TENDER, any document, representation, submission in physical form against this E-Tender through Tender box/by post shall not be accepted.
12. First, Technical bid would be opened at due date and time mentioned in NIT and 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 / false during the evaluation of bid at any stage, it will lead to rejection of the bid and debar for participating in future tender. CWC reserve its rights to disqualify the bidder and to blacklist / debar for future participation for the next five years.
13. In the event of any of the documents found fabricated/ tempered/ forged/ altered/manipulated/false, which was submitted by bidder to claim his eligibility for acceptance of his TENDER, even after the award of the contract, it will lead to termination of the contract, debar for participation in future tender for five year and Performance Guarantee / Security Deposit whichever is available at the time of termination.
14. CWC reserve its rights to disqualify such bidder and to blacklist / debar for participation in future tender for the next five years.
15. Date of opening of financial bid shall be intimated later on to qualified bidders.
16. The bidder or their authorized representative who may wish to be present, may attend the opening of the technical bids whereas financial bids opening will be attended by only those who are found eligible in technical bids.
17. Terms for Micro & Small Enterprises: Tender document cost will not be charged from Micro & Small enterprises (MSEs). MSEs who are interested in availing themselves of these benefits including preferential treatment, will mandatorily enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

- a) District Industries Centres
- b) Khadi and Village Industries Commission
- c) Khadi and Village Industries Board
- d) Coir Board.
- e) National Small Industries Corporation
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSME.
- h) UAM ( Udyog Aadhar Memorandum) issued by the Ministry of MSME is also valid.

MSEs registered with the agencies for the item/s tendered will be exempted from payment of cost of tender document. Even, if any prospect bidder who is an MSE vendor deposits EMD or Cost of Tender, it's stature of being an MSE does not get dissolved.

The MSEs must also indicate the terminal validity date of their registration, If applicable, which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose a attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

In case the MSE does not fulfil the criteria as above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.

As per Public procurement policy on MSE, considering that each work order placed under this rate contract is indivisible, an MSE quoting in the price band of L1 + 15% will be awarded 30 % of total work orders under each category irrespective of value of services (in that region), considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L1 rate after negotiation if any, by the MSE concerned. In case MSE registered bidder within the price band of L1 + 15% refuses to bring down his rate up to L1 rate, contract will be awarded to Non MSE original L1 bidder for that Region.

- 18. **The Bidders shall quote their rate inclusive of GST** and also inclusive of all statutory levies, any other taxes, levies, duties as applicable on complete work, after study the relevant clauses of Applicable ACTS, Rules and Regulations of State and Central Governments. CWC will not entertain any claim whatsoever in this respect else otherwise specifically mentioned in the contract document.
- 19. 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.
- 20. The Bidder shall not increase his / their rates 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 Bidders.

21. Work shall be awarded to only L1 bidder for each of the region separately (among all qualified / technically accepted Bidders). L1 bidder for a region shall be one who has quoted the lowest total Percentage rate quote for that region. In case MSE bidder accept and matches the L1 rates against the counter offer, work shall be awarded to MSE bidder as per provision of clause 17.
22. There will be no splitting of work. There will be no Counter Offer to L2 / L3 etc. bidder except to MSE bidder.
23. The Notice Inviting E-TENDER along with all terms / conditions, Schedule, illustrations, operandi etc mentioned therein shall form the part of contract document. The successful Bidder shall be required to execute an agreement with CWC at CWC Regional Office in prescribed Performa at ANNEXURE II within a maximum period of 15 days after date of issue of Letter of Acceptance (LOA) by Corporate office 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 debar from participation in future tender for five year and forfeit of Performance Guarantee if any. The cost of stamp paper for the agreement will be borne by Bidder.
24. The interested and Eligible Parties / bidders / CONSULTANTS who are submitting online TENDER against this Enquiry shall be deemed to have full knowledge of the CWC premises , whether he / they inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
25. The Bidders shall be responsible for arranging and maintaining at his own cost all materials, Primary and secondary services, reference technical documents, tools, Computer machines, Stationaries, Printers, plants, water, electricity access, facilities for workmen etc. for executing the work unless otherwise specifically provided for, in the contract documents.
26. 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 Bidders 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 Bidder/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 Bidder/ Bidders and his workmen.
27. The consultant shall abide themselves and shall be responsible to follow the relevant rules and regulations framed / notified by State / Central Government concerned and applicable ACTS as amended by them from time to time.

28. The Consultant 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 clauses of the above ACTS and RULES made therein by STATE / Central Government Concerned.
29. If the CONSULTANT 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 as cancelled, unless the firm retains its character. However, in such cases, the amount of earnest money will be refunded to the legal heir on production of successor certificate.
30. The CONSULTANT shall not be permitted to quote 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, and New Delhi.
31. The Corporation reserves the right to debar the Consultant/Bidder from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION for any breach of this condition.
32. No Engineer employed in Engineering or Administrative duties in Engineering Division of the Corporation is allowed to work as a Contractor / Consultant and also an employee of Bidder for a period of one year 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 Bidder 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 Bidder's service.
33. **The Contract to be finalized against this E-tender shall be a rate contract** i.e., rates once accepted by CWC shall be invariable **and fixed for 2 years from the date of placement of LOA** and will also be invariable during the contract period or extended contract period extended due to any reason. The quantity of projects for which work order for CONSULTANCY Services shall be placed by CWC are variable based on requirement. Tentatively, based on present assessment of work, CWC requires PMC services of category any of (a1/a2/b1) for 14 projects of approx. value Rs. 100 crores. And Category (a3/a4/a5) in all regions with total volume to the tune of approx. Rs. 20 Lakhs. This requirement is tentative and may vary up to any extent and may also be deleted in any region based on the requirement of CWC in Future.

34. It is to be noted by bidder that CONSULATNTCY Services shall be required for different Projects of new Capacity Addition/Warehouse Construction of Central Warehousing Corporation, Architectural drawing works, allied infrastructure design works, engg survey of site etc based on requirements in each region of CWC on PAN India basis.
35. It is understood that CONSULTANT shall quote the rates for the region which is well versed by them including its geological, geographical, metrological environment and they shall get them self well acquainted with CWC Godowns, Warehousing centres location etc in that region. To know the address of CWC warehouses, Regional office and premises, Consultant may refer website [www.cewacor.nic.in](http://www.cewacor.nic.in)
36. The Bidder shall quote the rates for each of region separately for which they meet the eligibility criteria. Bidder quoted rates shall be evaluated/compared for only those regions for which bidder meets the eligibility norms mentioned in clause 3 of Eligibility criteria.
37. The Lowest Rates quoted by CONSULTANT against this E-tender for a particular CWC region which when accepted by CWC through written order will be valid for all projects of any magnitude under each category of services viz a1,a2,a3,a4,a5,b1,b2 for all location in that CWC region or state covered by that CWC regional office. The rates once accepted shall be valid for entire contract period and shall not vary with contract extension or project location /magnitude across the region. CWC may release 'N' number of work orders for Consultancy Services on such L1 accepted rates for different number of prospective projects in any category of services across the region during next 2 years from the date of placement of LOA.
38. CWC regional office or corporate office shall release separate Work orders for each distinct project or for different category of services at particular one location or different projects across the region during 2 year or extended contract period (extended under Contract T&C-6(IV) of STC)
39. CWC reserves the right to place the work order for Consultancy Services for either PART 1 or PART 2 as explained in scope of work in standard terms & conditions of contract or for both as per requirement of Department. CONSULTANT shall oblige such orders without any deviation or additional condition. Central Warehousing Corporation also reserves the right to go for Consultancy Services for a particular project with other Consultant also. Address of Construction Site in region and its brief shall be provided with each work order.
40. Address of CWC regional offices and the states/UT covered by these regional offices under their administrative control is mentioned in Annexure-III of this tender document.
41. For any difficulty in downloading & submission of TENDER documents please contact: -

M/s Indian Telephonic Industries Limited,  
C-62, 2nd Floor, Preet Vihar, Opp.To Metro pillar 79, New Delhi-110092  
May call following help line numbers at 011-49424365/0-8799753411

CHIEF ENGINEER

For and on behalf of Central Warehousing Corporation

STANDARD TERMS & CONDITIONS  
(SECTION – II)



## STANDARD TERMS & CONDITIONS OF CONTRACT

### 1. **PREAMBLE:**

Central Warehousing Corporation (CWC) intends to engage CONSULTANT for Providing the Consultancy Services for following works.

#### (a) **Engineering Services under below mentioned category:**

- Category a1: Detail Design, Engineering and Architectural works for Construction of Industrial warehouses (Pre-Engineered Warehouse Buildings) of span, length, height as per local site requirement for Central Warehousing Corporation with scope of works, deliverables, Obligations and Terms and Conditions mentioned in this Tender Document.
- Category a2: Detail Design, Engineering and Architectural works for Construction of allied infrastructure of warehouse complex viz Conventional Shed and/or Godown and/or Open shed, Office and/or CC Roads and/or Mezzanine floor, Weigh bridge and/or Special foundations, and/or Fire fighting system and /OR UG Sump/ Overhead Tank, and/or Rain water Harvesting system etc. as per local site requirement for Central Warehousing Corporation with scope of works, deliverables, Obligations and Terms and Conditions mentioned in this Tender Document.
- Category a3: Engineering survey of Local Site area, Contour Mapping, Topography survey, benchmarking of levels, marking of compound wall, buildings, levels, temporary structure etc. located in CW Campus or new SITE as per requirements and preparing, submitting the AutoCAD drawings containing the surveyed information, instructions and requirement of CWC Engineers.
- Category a4: Preparation of Architectural Plans, Elevations, sectional views, 3d views, Walkthrough etc. for specific building, campus, projects etc. located in existing CW Campus or new SITE as per requirements, instructions of CWC Engineers including providing of CAD Drawings, 2 Nos Hard Copy in A3/A2 size or as per requirement of CWC
- Category a5: Technical advice on engineering issues of structure maintenance & repair, retrofitting, water supply, sewage treatment, electrical, HVAC, Firefighting issues etc/ carrying out load analysis and/or design in isolation for any One component of building at a time upon receipt of specific requirement of CWC like design/analysis of foundation, beam, floor, road section, alteration in existing truss sections, purlins, ridge vent, Mezzanine floor, Staircase, Two way/One way/Flat Roof Slab, Piles/Pile Cap etc,

**NOTE:**

CONSULTANT, on receipt of specific requirement of CWC Project Officials for any category of works will carry out such detail Design, Engineering, Architectural or survey works as per requirement and will provide submittals as described in PART 1 of Scope of work. CWC Regional offices located across the country or corporate office may place the work order for individual project in any of category mentioned above against this rate Contract.

**(b) Project Supervision & Quality Assurance service under below mentioned category:**

- Category b1: CONSULTANT, on specific requirement of CWC Project Officials, as described in PART 2 of Scope of work, shall provide Project Supervision & Quality Assurance Service by deploying adequate strength technical setup of Field Engineers, Managers, at site of work and by monitoring the project at their end too. CONSULTANT shall provide project management service including work supervision, quality Assurance or other engineering/architectural works as per requirement of project and CWC Officials.
- Category b2: CONSULTANT, on specific requirement of CWC Project Officials, as described in PART 2 of Scope of work, shall assist CWC in project Management by providing Field Engineer to deploy him /her at CWC site or Office for execution of work. These Field Engineers shall be technical representative of CONSULTANT and shall execute the job of project supervision, quality Assurance or other engineering/architectural works as per requirement of project and CWC Officials.

(c) CONSULTANCY Services shall be required for different Projects of new Capacity Addition/Warehouse Construction/up gradation of Central Warehousing Corporation on PAN India Basis. CWC can place work order for category (a1, a2, a3, a4, a5 or b1) of service up to Last day of validity of rates. Rates, for this purpose, shall remain valid up to 2 years from the date of placement of LOA. This period is further extendable for 1 year from the date of expiry of 2 years contract. Extension shall be based on criteria as mentioned in this tender document. CWC can place work order for category b2 of service for N number of months (during initial contract period of 2 years), maximum up to 24 months from the date of Placement of LOA. This period can be increased by 12 months at the end of 2 years based on performance of CONSULTANT and CFE.

(d) CWC reserves the right to place the work order for Consultancy Services for either nil, for any one, or for all category of service as above as per requirement of Corporation. CONSULTANT shall oblige such orders without any deviation or any additional condition/claim. Central Warehousing Corporation also reserves the right to go for Consultancy Services for a particular project in a region with any other Consultant too.

- (e) Name of Project, address of work/ Construction Site, Specifications of Buildings, Infrastructure to be built and Specifications of works under a particular Project in the region shall be provided with each distinct work order.
- (f) The Consultancy services in any of category under any work order placed by RO/CO of CWC for different distinct projects across the region shall be governed by these standard terms and conditions of contract. These conditions shall be valid for all projects at all location on PAN India Basis during the currency of Contract.

## **2 OBLIGATION OF CONSULTANT (SCOPE of WORK under different categories of services):**

2.1 **PART 1:** CONSULTANT on their part shall carry out following activities in connection with the Detail Engineering and Architectural works of projects mentioned in category a1 or a2.

2.1.1 The Activities to be carry out by CONSULTANT shall majorly belong to Engineering and Architectural works of Project prior to commencement of Construction and shall include all deliverables and assistance by CONSULTANT as indicated from (a) to (u) below:

- a) Topographical survey and preparation of concept plans, Architectural drawings before taking up detailed engineering.
- b) Finalization of Architectural Plans, Elevations and Sectional details etc. after Topographical survey based on concept requirement provided by CWC and local by laws of State authorities, Industrial area board, Municipal Corporation etc (as the case may be) and incorporating all suggestions, requirements of CWC in the architectural drawings irrespective of any numbers of revisions.
- c) Structural Analysis of building, mezzanine Floors etc and designing the Steel and Concrete structural members including Foundations based on latest approved methods of Structure Analysis and IS Codes and Geotechnical Investigation reports.
- d) Getting the Structural Analysis and design proof checked / vetted from reputed Engineering College such as IIT/IIS/NIT/Govt. Engg College as required by CWC based on the magnitude of the project and redesigning the building / mezzanine floors incorporating all changes / alterations required or suggested by such proof checking authority irrespective of any number of Revisions.
- e) Preparation of civil and structural works detail drawings incorporating all suggestions of CWC and Design Proof Checking Authority.
- f) Preparation of services drawings for plumbing, water supply, sewerage system, storm water drainage works, Rain water harvesting system for proposed warehouse/Office building, etc or wherever required by CWC.
- g) Preparation of external and internal electrification layouts and calculation of total requirement of electric load for the warehouse/Office building under construction. Design of Electrical wiring, fixtures and accessories based on load requirement and providing drawings good for Constructions wherever required by CWC.

- h)** Planning and designing Air-Conditioning for identified portion of building, wherever required by CWC.
- i)** Planning and designing fire fighting system for proposed warehouse building, wherever required by CWC.
- j)** Preparation and Submission of detailed estimates, BOQ, tender drawings, tender documents containing Technical Terms & Conditions of Contract, Technical and General Specifications of work.
- k)** Issue of One Set of “Good for Construction” (GFC) working / detailed drawings for execution of works as per the laid down requirement of CWC.
- l)** Revision and reissuing of the GFC drawings, if required by CWC due to alteration in Site Layout due to Site conditions or changes in material / services requiring re-preparation/ revision of proposal / drawings, etc.
- m)** All design and drawings prepared, submitted and issued by CONSULTANT shall be confirming the local bye laws, statutory mandate for safety in building from Fireworks, electrical works etc. CONSULTANT shall keep themselves well versed / well learnt of such byelaws and statutory requirements.
- n)** CONSULTANT shall develop various plans for submission to other organizations for obtaining their approvals as required.
- o)** CONSULTANT shall provide to CWC relevant information of necessary statutory or approval charges / fees of such authorities along with supporting documents.
- p)** CONSULTANT shall assist CWC in obtaining statutory approvals/sanctions from the relevant authorities such as local Development Authority, Municipal Corporations, State Govt., Railways, Electricity Board, PWD, Revenue Department, Fire Department, Local Authorities, etc. wherever required. CONSULTANT shall assist in coordination and filing all papers / applications (wherever required, CWC officials will sign relevant papers) on behalf of CWC. All the administrative support will be provided by CWC. However, it is assumed that the consultant will assist in constant chasing with the concerned department.
- q)** CONSULTANT shall assist CWC to obtain various approvals required for sewer connection, water connection, electric connection, etc, wherever required and shall assist in coordination and filing all papers / applications (wherever required, CWC officials will sign relevant papers) on behalf of CWC.
- r)** CONSULTANT shall assist CWC to obtain approvals from Forest Department for tree cutting, wherever required. CONSULTANT shall assist in coordinating & filing all papers / applications (wherever required, CWC officials will sign relevant papers) on behalf of CWC.
- s)** CONSULTANT shall assist CWC to obtain pollution clearance, wherever required. CONSULTANT shall assist in coordinating and filing all papers / applications (wherever required, CWC officials will sign relevant papers) on behalf of CWC.
- t)** CONSULTANT shall prepare Detailed Project Report (DPR) of the projects, in consultation with CWC, wherever required. Relevant data and document support required for the purpose wherever available with CWC shall be supplied by CWC.

CONSULTANT shall coordinate and file all papers / applications (wherever required, CWC officials will sign relevant papers) on behalf of CWC for this purpose, including revisions if any.

- u) CONSULTANT shall do Environmental Impact Assessment (EIA), wherever required. CONSULTANT will study and prepare environmental management / mitigation plans if required. CWC will pay separate fee as per mutual agreement, which will be based on project size and its location and last accepted rates with other Govt. Departments or PSUs. The statutory fee and / or charges levied by the Government shall be separately payable as per actual charges. CONSULTANT will assist in obtain the environmental clearance from the State / Central Government, depending on the category of the project, for which all technical clarifications and details, as desired by authorities will be provided and followed up as per formats of Statutory Authorities by CONSULTANT. CWC shall render and furnish necessary support wherever available and required within their purview.

#### **NOTE**

If any of the above activity from clause at S / n (p) to (u) of 2.1.1 above is not required by CWC for the project due to whatever reason, no deduction in CONSULTANT fee shall be made on this account, as this is standard terms and conditions made to cover all possible situations. However, in case any of above activity is required by CWC for the project but CONSULTANT dishonour the same or fails to satisfactorily complete the same, the Scope of work shall not be considered completed and his fee/SD/PG etc shall be dealt as per the conditions of contract for the works remain left/uncompleted CONSULTANT.

2.1.2 During the project execution, under services of category a1 /a2, on their part shall carry out following activities in connection of Project and/or Construction works of Building and allied infrastructure including services covered in Project or deliverable as required by CWC.

- a) Issue of Five Sets of “Good for Construction” (GFC) working / detailed drawings for execution of works as per the laid down requirement of CWC.
- b) Revision and re-issuing of the GFC drawings, Design Change Notices (DCN) if required by CWC due to alteration in Site Layout due to Site conditions or changes in material requiring re-preparation / revision of proposal / drawings, etc.
- c) Providing necessary clarifications, suggestions against the queries raised by Site Execution / Field Staff relevant to Architectural and Technical drawings, Technical and General Specifications of works, materials etc. within prescribed time limit to ensure expeditiously resolution of site technical issues.
- d) Coordination and liaison with various outside agencies and official of Approving Authorities at various stages of submissions or execution of works for obtaining the approvals of these authorities along with expeditious and hindrance free / smooth execution of work.
- e) In case the work is examined by Chief Technical Examiner; Chief Vigilance Officer, internal Vigilance or Technical Audit of CWC, it will be CONSULTANT responsibility to

supply and submit all necessary reply, clarifications and justification to these department(s). CONSULTANT role shall be limited to the extent, CONSULTANT has been involved in preparation of Design and Detail Engineering, Architectural Drawings, Tender BOQ, Technical specifications & Conditions of Contract, Tender drawings.

f) CONSULTANT shall assist CWC in arbitration and litigation cases that may arise out of the works executed by CONSULTANT. CONSULTANT shall also assist CWC in replying to Audit paras relevant to their work.

g) CONSULTANT shall submit built-up drawings (two sets), based on built-up input provided by CWC, on completion of the project. Complete set of soft copies of drawings and plan shall also be supplied to CWC.

2.1.2 The Scope of works for services under category a3, a4 & a5 shall be limited to the scope mentioned in work order placed by CWC. The scope shall cover the service for the items mentioned in cl 1 above and shall be delivered in professional way to provide comprehensive solution up to the satisfaction of CWC officials and resulting in decisive, technical conclusion.

2.1.3 CONSULTANT shall make minimum Two site visit, (once) before taking up the design works, (second) during the construction Works, (at their own expenses to familiarize themselves with site conditions and to carry out the scope of works defined in previously mentioned Paras and to clarify the site issues related to design/drawings etc.

2.1.4 If stay at Site of Work is required by CONSULTANT to understand, to assess or to complete any part or whole of the works defined in Scope above, CONSULTANT shall stay at site and all expenditures towards such movement and stay shall be borne by CONSULTANT only.

2.1.5 CONSULTANT shall submit original tracing, Structural Analysis Data, Structural, Electrical and Mechanical works design calculations CAD drawings etc. for the office record of CWC.

## 2.2 PART 2:

2.2.1 PROJECT MANAGEMENT CONSULTANCY SERVICE: CONSULTANT shall provide project management consultancy service (under category b1) for smooth & efficient execution and completion of Project in line of CWC Contract for Engineering works, CPWD specifications for Civil, Electrical & Mechanical Works. The scope of works shall be as follow:-

- a) Project management and monitoring to ensure timely completion of the work.
- b) Submission of monthly progress report detailing the physical progress of work.
- c) Quality Assurance Plan (QAP), Quality Management Plan (QMP) and Project Monitoring, i.e. PERT/CPM/MS Projects sheet, with milestones. Relevant Codes Manual, DSR, CPWD specification, agreement copy, QAP, Testing frequency, along with special construction methodology, if any, should be made available at site.
- d) For day-to-day supervision and management of site works, including quality control, & measurement of works, bill verifications etc. CONSULTANT shall deploy adequate and competent manpower at construction sites / Warehousing Complex as per the

extant guidelines. They will also ensure quality control at contractor's premises / plant location like RMC, WMM, DBM, etc., if processed materials are scheduled to be supplied from outside locations, for effective project management and quality control.

- e) The desirable level of officials for projects of different values have been specified as under: -

Project Size	Supervisory Site Engineer (nos.)	Controlling Site Engineer (nos.)	Project Co-coordinator (nos.)
For projects costing up to Rs. 5.00 crores	1	1	
For projects costing between Rs. 5.00 & 20 crores	2	1	
For projects costing between Rs. 20.00 & 50.00 crores	2	2	1
For projects costing above 50.00 Rs. crores	3	2	1

Note: CONSULTANT shall convey the name and mobile nos. of engineers and other officers posted on the awarded project of CWC. Details of contract engineers with role and responsibility should be specifically mentioned. Essential work experience and qualification profile of above staff shall be as below

- Supervisory Site Engineer: Graduate Civil /Electrical/Mechanical Engineer having experience of 2 to 5 years on the Construction Project for Civil/Electrical/Mechanical engineering works. Or Diploma (Civil /Electrical/Mechanical) Engineers having experience 6 to 10 Yrs.
- Controlling Site Engineer: Graduate civil Engineer having experience of 6 to 10 years on the Construction Project. Or Diploma (Civil) Engineers having experience 12-20 Yrs.
- Project Coordinator: Graduate civil Engineer having experience of 11 to 15 years on the Construction Project. Or Diploma (Civil) Engineers having experience more than 20 Yrs.

- f) Maintenance of site records as per the rules and regulations of Government, CVC, internal vigilance and other instructions of CWC, if any.
- g) Inspection of Project sites by the Supervisory Engineers, Controlling site engineers & Project Coordinators of suitable level as per the guidelines at planned intervals, along with recording of observations in the Site Order Book & other important registers,

including issue of inspection notes for observations recorded during their visits of project sites, to all concerned including CWC, for compliance and information.

- h) Certification of contractor's bills as per extant norms, including recording of test checks as per the guidelines. The measurements and payable amount shall be approved by CWC and will be binding on CONSULTANT.
- i) Monitoring of adherence by the contractor to the time schedules, various labour laws, safety regulations, insurance policy and any other statutory requirements, supervision and inspection of work during the construction period.
- j) Supervision and inspection of work during the construction and Defect Liability Period.
- k) Issue of work completion certificate after successful completion of construction work in parts or full, after the joint survey of CWC and Contractor.
- l) Defect Liability Period (DLP) shall be normally one year after the handing over of site or issue of successful work completion certificate, whichever is earlier. CONSULTANT shall supervise rectification works of defects noticed during the DLP. CONSULTANT or Project In-Charge / Executive of CWC shall issue maintenance completion certificate, after successful completion of DLP.
- m) Coordination and liaison with various outside agencies and officials of CWC Warehouses and regional office for expeditious and hindrance free / smooth execution of work.
- n) In case, the work is examined by Chief Technical Examiner; Chief Vigilance Officer, internal Vigilance or Technical Audit of CWC, it will be CONSULTANT responsibility to supply and submit all necessary reply, clarifications and justification to these department(s). CONSULTANT role shall be limited to the extent CONSULTANT has been involved in Construction Management & Supervision.
- o) CONSULTANT shall assist CWC in arbitration and litigation cases that may arise out of contracts entered into by CWC. CONSULTANT shall also assist CWC in replying to Audit paras.
- p) CONSULTANT will assist CWC to obtain statutory approvals from relevant authorities and coordinate and file all papers/applications (wherever required, CWC officials will sign relevant papers) on behalf of CWC.
- q) CONSULTANT shall provide technical data from site as and when required.
- r) CONSULTANT shall provide clarification to various technical/commercial points cropping up during execution of work.
- s) CONSULTANT shall provide necessary help and do spade works in obtaining various approvals, attend meetings with local body, State Govt. etc.
- t) CONSULTANT shall assist CWC in survey and demarcation of area of land.
- u) CONSULTANT shall submit completion plan & built-up drawings (two sets) on completion of the project. Complete set of soft copies of drawings and plan shall also be supplied to CWC.

2.2.2 If specifically required by CWC, by placing a written separate work order before or during the construction stage of the project(s), CONSULTANT shall assist CWC in execution of Project



management, supervision and quality assurance by deploying suitable Technical Manpower (s), at any CWC project site or Office for the works as defined in scope of works in contract document.

2.2.2.1 CWC may require these services for any project site or multiple project sites or regional office of CWC and therefore CWC may place the work order to CONSULTANT for services in even those projects where Consultant is not delivering the services to CWC as mentioned in PART 1 of Scope.

2.2.2.2 Such Manpower shall be on the Payroll of CONSULTANT and there will be no employee / employer relation with CWC. Such Manpower shall perform the work based on the requirement of CWC project Officials on behalf of CONSULTANT.

2.2.2.3 CONSULTANT shall be responsible for any failure or success in performance of the duties by the Technical manpower deployed by them.

2.2.2.4 Duties and obligations of such deployed manpower hereinafter called Consultant's Field Engineer (CFE) shall be as below:

- l.* At project Site(S): Day-to-Day supervision of construction / fabrication / erection works at site, including quality control.
  - a)* Cross Check, inform to CWC and prepare the reports to finalize at Site ground levels, Building Floor / Plinth Levels, Band / Door / windows Sill-lintel Level, Eaves and ridge level of building, Pipes, Conduits, drains / chamber invert levels etc including any other level, dimensions required by CWC Project Officials relevant to project. CFE can take the assistance of Package Contractor in measuring such levels but will not remain dependent on them.
  - b)* Cross Check, inform to CWC and prepare the Protocol reports of all important or wherever required dimensions of work prior to casting/ construction/ fabrication / erection to prevent possible error / rework by Package Contractor.
  - c)* CFE will do all such cross checks prior to Construction, with reference of technical data, GFC Drawings, Code Provisions, Technical Specifications of works etc. CFE will keep them self always ready for performing such checks on inspection Call by Package Contractor.
  - d)* In case Package Contractor fails to raise an inspection Call, CFE will do every effort to ensure that such Cross checks are done by him prior to work in best interest of Project.
  - e)* CFE will remain present at site to supervise all cast in situ Concrete and Masonry works at the time of pouring the Concrete etc.
  - f)* CFE will remain present at site to supervise and manage structural erection, welding, bolting works in steel structural members of Building.
  - g)* CFE will supervise, monitor and cross check critical alignment, vertical plumbs, diagonal dimensions etc. and material quality of Building structural members, roofing ,roads, drains, sewage lines, Fire hydrant and Electrical works etc at the time of Construction or erection.
  - h)* CFE will supervise, monitor and cross check finishing works in Project.
  - i)* CFE will also provide necessary instructions to Package Contractor to prevent any error / rework in works and accident.
  - j)* CFE will kept CWC project officials informed in writing for every successful completion of activity, failure in completion of activity and any alteration, deviation in work by Contractor.

- k) CFE will take necessary instructions, approval from CWC Project Officials before approving any Joint Protocols, Pour Card, Site alterations, work or material deviations.
  - l) CFE will ensure quality control at contractor's premises / plant location like RMC, Fabrication yard, Technical Labs, if processed materials are scheduled to be supplied from outside locations, for effective project management and quality control.
  - m) CFE will witness every field or lab test conducted on material produced or brought by Package Contractor except those Third Party Labs where tests are not performed in presence of client.
  - n) CFE will sign such testing protocols and will submit the same to CWC Project Officials as per approved quality plan.
- II. At CWC Regional Office: Upon the requirement of CWC, CFE may be posted at regional office. In such case, CFE shall prepare the technical estimates of any project(s), Cost Abstract, BOQ etc. and shall do other works as per requirement of an Engineering Office under the control of Head of Engineering.
- Upon requirement of CWC at Site/Regional Office:
- III. CFE will assist CWC Project Officials in performing test check on works or material by them. CFE will assist in measurement of fieldwork as and when required by CWC project Officials.
  - IV. CFE will prepare detail measurement report, Abstract of Cost, BOQ etc for approval of measurements, test checks by CWC Project Officials within prescribed time limit for ensuring timely payment to package contractor.
  - V. CFE will measure the levels and dimensions of building and other infrastructure works completed and will submit to CONSULTANT and CWC Project Officials for preparation of Built-up Drawing by Consultant.
  - VI. CFE will maintain the site records as per the rules and regulations of Government, CVC, internal vigilance and other instructions of CWC, if any and he will hand over the same to CWC Project officials as and when required by them.
  - VII. CFE will submit of monthly and Weekly progress report detailing the physical progress of work.
  - VIII. CFE will monitor the adherence by the contractor to the time schedules, various labour laws, safety regulations, insurance policy and any other statutory requirements ,supervision and inspection of work during the construction period and immediately reporting to CWC project Officials in case of any alteration / deviation.
  - IX. CFE will kept himself well versed, well learnt of and well equipped with CWC approved Quality Assurance Plan (QAP), Quality Management Plan (QMP) and Project Monitoring, i.e. PERT / CPM / MS Projects sheet, with milestones. Relevant Codes Manual, DSR, CPWD specification, agreement copy, QAP, testing frequency, along with special construction methodology, if any, should be available at site.
- 2.2.2.5 Technical Manpower deployed by CONSULTANT (CFE) under PARA 2.2.2 above shall be governed by following Terms & Conditions.

- I. Strength: Total number of 'Consultant Field Engineers' (CFEs) shall be deployed at level I & II. The CFS Level I & II shall be of adequate enough to perform the work and shall be decided by CWC. Deployment shall be strictly according to the requirement stipulated by CWC which shall be exclusively placed to CONSULTANT with clear mention of Number of Engineers, their experience profile, Address of Site of Work, place of posting and duration of posting in Months. Based on Current assessment of Volume and Nature of work, CWC may require ONE TO THREE CFE to be deployed by CONSULTANT for 12 Months (Twelve Months) in all Ros and Corporate office (N. Delhi).

This requirement of Total Number of CFE and duration of Posting is indicative only and may vary in coming days. Actual requirement of deployment shall be placed through work order based on the projects in any region.

CFE to be deployed by CONSULTANT shall be well experienced in Construction works and shall be deemed to be qualified if he fulfils following eligibility Criteria.

**CFE\_ Level -I**

Educational Qualification	Work Experience	Desirable Skills	Language Known
Graduate in Civil Engineering	Not less than 3 yrs. In Construction Project. Experience of successfully executing at least One project of PEB or Conventional Steel Structure building (Industrial/ institutional/ Commercial) including Civil works.	Well versed of knowledge to work on MS Office. Knowledge of AUTOCAD., Estimation and Field surveying	Speaking and writing English and/or Hindi. Speaking skills of local Language of Concern STATE shall be an added advantage.
OR			
Diploma in Civil Engineering.	Not less than 6 yrs. In Construction Project. Experience of successfully executing at least One project of PEB or Conventional Steel Structure building (Industrial/ institutional/ Commercial) including Civil works.	-as above-	-as above-

**CFE\_ Level -II**

Educational Qualification	Work Experience	Desirable Skills	Language Known
Graduate in Civil Engineering	Not less than 10 yrs. In Construction Project. Experience of successfully executing at least One project of PEB or Conventional Steel Structure building (Industrial/ institutional/ Commercial) including Civil works.	Well versed of knowledge to work on MS Office. Knowledge of AUTOCAD., Estimation and Project management.	Speaking and writing English and/or Hindi. Speaking skills of local Language of Concern STATE shall be an added advantage.
OR			
Diploma in Civil Engineering.	Not less than 20 yrs. In Construction Project. Experience of successfully executing at least One project of PEB or Conventional Steel Structure building (Industrial/ institutional/ Commercial) including Civil works.	-as above-	-as above-

- II. **Availability of CFE:** Standard working hrs at Site offices of 'CFE' shall be 9 am to 6 pm including 1 hrs lunch or as specifically mentioned by CWC based on requirement of job rotation, shift, and project work. CFE will be required to remain available at site of work during the entire Construction Period when he is supposed to be present to perform the task as defined in Clause 2.2.2.4 above.
- a) CFE can avail total 10 (ten) permissible /pre-approved Leaves in addition of Public Holidays during the contract period of 12 months. These leaves shall be availed by CFE such that he does not remain absent from site for a continuous period of 4 days or more. In case of emergency it becomes necessary for CFE to leave the SITE for consecutive '4' or more days 'OR' on any day after availing 10 preapproved leaves, CONSULTANT shall have to immediately deploy an eligible substitute of such CFE so that Construction work at site is not interrupted.
  - b) In case of failure in deploying the substitute by CONSULTANT, a penalized deduction equal to 1.15 times of average daily salary of CFE including CONSULTANT Profit /

Commission / Overhead charges for the period, CFE remains absent from site with proper substitute, will be deducted from monthly Bills of CONSULTANT.

- c) CONSULTANT shall replace the CFE deployed by them if CFE fails to perform, deliver the output or found deficient. Comments /remarks or decision given by project officials of CWC regarding performance, output and efficiency of CFE shall be final and binding on CONSULTANT.
- d) If CONSULTANT fails to deploy a field Engineer meeting the eligibility norms or satisfying the requirement of Projects / CWC,' OR' if CONSULTANT fails to replace already deployed CFE when required by CWC project officials within a single notice of 7 days, CWC shall deploy another suitable field engineer to perform the task and all expenditure on such deployment including additional salary (if any) of such CWC deployed field Engineer along with applicable overheads will be recovered from dues of CONSULTANT.

III. **Facility to CFE:** CONSULTANT shall arrange for accommodation, meals and travels of CFE at place of posting at site /regional office. However, if CWC require specific movement of 'CFE' from 'Site of Work' to other place such as outside Third-party Lab, Outside Offices or Outstation movement related to the project work etc., CWC will either arrange for Conveyance and outstation stay for the required duration or 'CWC' will reimburse the actual expenditure directly to 'CFE' which shall be limited to travelling and lodging allowances allowed / applicable in case of movement of CWC Assistant Engineers.

IV. **Payment to CFE:** CONSULTANT shall pay to CFE level -I a month wise salary not less than Rs. 40000/- and to CFE Level -II, a month wise salary of Rs. 70000/- during the entire period of deployment as mentioned by CWC in specific work order placed under para 2.2.2 above. This salary bill along with applicable overhead (% above/below) charged by CONSULTANT, as quoted by them in Price bid or once accepted by CWC through written work order, shall be reimbursed by CWC.

- a) CONSULTANT shall submit such monthly bills to CWC along with supporting documents of salary payment to CFE.
- b) In order to maintain quality and efficiency in performance and to keep the right candidate motivated for work, It is obligatory to CONSULTANT to pay to CFE a salary not less than Rs.40000/ and Rs. 70000/- respectively to Level -I and Level- II CFE. However, in case Payment made by CONSULTANT to CFE is less than minimum salary as above, only actual amount paid to CFE along with proportionate overhead (% above/below) as charged by CONSULTANT shall be reimbursed and CONSULTANT shall have no right on such savings.
- c) Since CFE shall be on payroll of CONSULTANT, CWC will neither do deduction like TDS or additional payment like EPF, ESI, and Pension contribution etc for CFE nor will CWC be responsible for such deduction / payment to CFE.
- d) CONSULTANT shall pay to CFE the sum in addition of monthly basic salary of on account of EPF / Pension contribution by employer, Compensation against over

stay / overtime at site or any other allowance / perks as mutually agreed between CFE and CONSULTANT. Prime responsibility of such payment lies with CONSULTANT only and any such additional expenditure by CONSULTANT shall not be charged to CWC.

2.2.3 Misconduct during performance: Responsibility shall rest with CONSULTANT for all acts performed by CONSULTANT Staff posted for PMC services or CFE provided/ deployed by them to perform the work under PARA 2.2.1 and/or 2.2.2 above. The responsibility shall lie with CONSULTANT for allowing Execution of Work with respect to design & drawings, technical specification and methodology of construction and day-to-day field / site supervision and Quality Assurance.

This is required to fix up the responsibility and to take punitive action as per contract provision, in case of any default / defects / failures noticed in technical or field supervision works or for any kind of misconduct observed during the performance of PMC services and/or duties by CFE etc.

### 3 Consultancy fee & payment schedule

3.1 Consultancy Fee for Scope of works under PART 1 Clause 2.1.1 to 2.1.6 & PART 2 clause 2.2.1

I. The CONSULTANT shall take up Project Consultancy works with scope as defined in PARA 2.1.1 to 2.1.6 & 2.2.1 and they shall be paid a certain part of their gross professional fee at following stages.

Payment at Milestone: Completion of Work / Stages		Net fee Payable.
Category a1 & a2	STAGE-1: On completion of all works as mentioned in Para 2.1.1 (a), (b) & (c) and then On submission of Detail Design and Analysis reports along with all Technical, Structural Drawings for Proof Checking as per requirement of CWC/Project	15% of Gross Estimated fee for category a1 or a2 as the case may be*.
	STAGE-2: On completion of work at Stage (d) of Para 2.1.1 i.e On submission to CWC, finally approved Technical and Structural drawings duly vetted by College for Proof Checking upon requirement of CWC/Project-.	20% of Gross Estimated fee for category a1 or a2 as the case may be*.
	STAGE-3: On completion of all works as mentioned in Para 2.1.1 (e), (f), (g), (h), (i) & (J) and Submission the Drawings, Tender BOQ etc as mentioned in these Sub heads.	25% of Gross Estimated fee for category a1 or a2 as the case may be*.
	STAGE-4: On Completing the deliverables as enumerated in para 2.1.1 (k)	25% of Gross Estimated fee for category a1 or a2 as the case may be*.

	STAGE-5: On Completing the deliverables as enumerated in para 2.1.1 (l) to (u) when specifically required by CWC (any or all items of (l) to (u)). In case deliverable are not required due to nature of job, specific project requirement as decided by CWC, the payment against this stage shall be released with STAGE 4 payment.	10% of Gross Estimated fee for category a1 or a2 as the case may be *.
	STAGE-6: On Completing the deliverables as enumerated in para 2.1.2 when specifically required by CWC. In case deliverable are not required due to nature of job, specific project requirement as decided by CWC, the payment against this stage shall be released with STAGE 5 payment.	5% of Gross Estimated fee for category a1 or a2 as the case may be *.
Category a3, a4 & a5	On successful Completion of service.	100 % of Gross Estimated fee for category a3,a4 , a5 as the case may be.
Category b1	STAGE 1: On Monthly basis after commencement of construction and during entire construction period, upon satisfactory Completing the works and deliverables as enumerated in scope of work.	90% of prescribed CONSULTANCY fee for services in category b1 for actual cost of Construction certified by CWC for each package contractor.
	STAGE 2: On Successful completion of Work and Receipt of deliverables as enumerated in Para 2.1.2 (g)	10% of prescribed CONSULTANCY fee for services in category b1 for actual cost of Construction certified by CWC for each package contractor.

II. **NOTE:**

- a) Prescribed CONSULTANCY Service Rates means the rates in terms of Lump sum % and in Indian National rupees mentioned including GST in Column 3 of Price Schedule of Bid Documents offered to CONSULTANT against the professional services to be delivered by them as per scope of work under PART 1 and PART 2.
- b) Gross Estimated fee means an Estimated Amount of Fee to be paid to CONSULTANT against the professional services delivered by them as per scope of work under PART 1 and PART 2 calculated by Multiplying the CONSULTANCY Service Rates ( as defined above ) with CONSULTANT Quoted % above or below from offered rates.
- c) When actual cost of Construction/built-up cost is not available due to administrative reason of not executing the project, Final fee shall be worked out based on estimated cost of Works approved by CWC. In other case, the fee for services under category a1 and a2 for deliverables prior to completion of work shall be paid based on estimated cost of construction and shall

- be finally regularized with built-up /actual cost of construction upon completion of work. Estimated Cost of Construction shall not include amount towards cost index, statutory fee paid by CWC towards Plan approvals, NOC, Labor CESS, departmental charges, cost incurred on Contingency services, Accidental claims, insurance etc if any paid by CWC and taxes charged by Govt. like GST over construction works.
- d) Final fee i.e. Final Amount to be paid to CONSULTANT against the professional services delivered by them as per scope of work for category a1, a2 under PART 1 and category b1 under PART2 shall be based on actual cost of Construction certified by CWC Engineers on Completion of Works by Each Package Contractor. Actual cost of construction shall not include statutory fee paid by CWC towards Plan approvals, NOC, Labor CESS, departmental charges, cost incurred on Contingency services, Accidental claims, insurance etc if any paid by CWC and GST over construction works as charged by Contractor.
  - e) CONSULTANT shall refund within reasonable time of 30 days, all excess fee if any paid prior to completion of work, for services under category a1, a2 or b1, which is found higher upon completion of work due to saving in actual cost of construction against estimated cost. CWC reserves the right to recover this excess payment from any dues payable to CONSULTANT against any work under this contract including encashment of Bank Guarantee or FDR against PG or SD.
  - f) In case, actual cost of construction is found more than 15 % less due to saving in quantities of works (calculated on actual cost of all executed items of works in BOQ of Construction contract), it will be assumed that CONSULTANT prepared inflated estimates. In such case CONSULTANT shall be liable to PAY to CWC an additional amount equivalent to 15 % of CONSULTANT Fee on punitive recovery rate. This amount shall be recovered from any due payable to CONSULTANT.
  - g) CWC shall pay to CONSULTANT within reasonable time of 30 days, all short paid fee if any paid prior to completion of work, for services under category a1, a2 or b1, which is found lesser upon completion of work due to increase in actual cost of construction against estimated cost.
- III. CONSULTANT can raise bill after completing required application process along with submission of all necessary documents for approvals of DPR and other statutory approvals from Govt. bodies. CWC may also release the payment against such bill as concerned approval from Govt. Bodies may take long time. However, onus lies on CONSULTANT for Project Consultancy for submission of DPR and / or other application for statutory approvals to concerned authority in time bound manner and doing spade work, its revision as per the comments of DPR approving authority and assisting CWC is getting approvals from the concerned authority on behalf of CWC.
- IV. Engineer in charge CWC shall be final authority to accept the measurement of work completed by Package Contractor. All such measurements accepted by Package Contractor shall also be acceptable to CONSULTANT for the purpose of Final Bill, Calculation of Gross service Fee of CONSULTANT.



### 3.2 Consultancy Fee for Scope of works under 2.2.2 (PART2)

- a) Consultancy Fee for scope of works under 2.2.2 (PART2) against specific separate work order Placed by CWC shall be based on unit rate quoted by CONSULTANT and total Quantity of CFE asked by CWC including number of CFE and duration in month ( based on actual period of deployment ).
- b) CONSULTANT shall raise monthly bill along with required supporting documents (in support of deployment, payment of salary to CFE) for the services rendered by them under Para 2.2.2 above.
- c) Monthly bills shall be based on Monthly Salary (Actual but limited to Rs. 40,000/-) paid to CFE deployed to CWC Site of work with applicable overhead (% above/below) as charged by CONSULTANT.
- d) The documents viz Salary Payment Vouchers, Attendance Certificate duly certified by CWC Project Officials, Appointment offer etc. shall be required to be enclosed with bills.
- e) CWC will pay against these monthly Bills duly certified by CWC Project Officials within a reasonable time.
- f) Liability to discharge all taxes / ESI / EPF etc. w.r.t. all manpower engaged by the Consultant will lie with the consultant himself.

3.3 The fee i.e. CONSULTANCY Services Rate as quoted by CONSULTANT in their price bid and Once accepted by CWC through Written Order within price validity period (as defined in tender document) shall remain firm during contract period or extended period of Contract, extended due to any reason and NO VARIATION (Escalation / Reduction) shall be done by CONSULTANT or CWC at any stage of work or after completion of Construction.

3.4 Final Bills, Final Prices for Consultancy Services for a particular project will be based on actual cost of Construction of that particular project and it may vary from estimated cost based on actual quantities of material and services incorporated in work upon completion as certified by CWC Project Officials / Engineer in charge.

3.5 TDS and other statutory deduction shall be made as per statutory norms, for which necessary recovery certificate in prescribed format shall be given by CWC within 30 days of release of payment to CONSULTANT.

3.6 Rates shall be including GST. Payment of GST by CWC shall be based on the Guidelines issued by Tax authorities and shall be binding on CONSULTANT. Any change in GST shall also be paid as per applicable rates.

- I. Consultant is required to submit tax invoice as per rules under GST law.
- II. CWC shall deduct GST at source at prescribed rates in case transactions under this contract are liable to GST deduction at source.
- III. Under GST regime, the consultant is required to correctly and timely disclose the details of output supply to GST as per GST rules in his GST return. Non-Compliance

would result in mis-matching of claims and denial of input tax credit to CWC. Notwithstanding, anything contained in the agreement/contract in case of such default by the contractor, the amount of input tax credit denied in GST along with interest and penalty shall be recovered from the contractor.

- IV. Unless expressly stated, otherwise, where any identifiable cost saving are realized during the currency of contract by virtue of deduction:
- a) In rate of tax on supply of goods and services.
  - b) Any benefit of input tax credit accrued to the contractor, contractor shall pass on such benefit to CWC by way of commensurate reduction in prices.

- 3.7 Fee will be paid only on receipt of the bill raised by CONSULTANT upon Satisfactorily Completions of various Stages of works as certified by CWC Project Officials.
- 3.8 Like contractor's bill, CONSULTANT shall also submit their bill for payment through Measurement Books to avoid missing of any CONSULTANT bills as well as tracking payments, including keeping it as a permanent record.
- 3.9 Consultant will raise the bill to CWC Regional Office (RO)/ Corporate Office. The payment will be made by RO or CO, who has placed the work order for a specific category of services under this rate contract, against the invoice received from the Consultant on certification of concerned Engineer at RO/ CO. The GST number of each RO and CO of CWC is enclosed in Tender.

#### **4 Obligation of the CWC**

- 4.1 CWC shall provide clear site for Topographical survey, Geo-Tech investigation report for detail engineering works by CONSULTANT and one copy of contract agreements of the awarded Construction work for project consultancy during construction stages. Any other report under taken earlier and available with CWC and required for the effective planning and design, shall also be made available to CONSULTANT.
- 4.2 CWC shall pay any statutory charges, application fee etc. to be paid to Statutory Bodies, Outside Agencies etc. towards the required approvals.
- 4.3 CWC shall pay the fee/Charges towards vetting or Proof checking of Design, Analysis by IIT/IISc/NIT/Govt. Engg College.
- 4.4 CWC shall ensure timely allocation of funds and release of CONSULTANT fee for smooth and timely execution of the project.
- 4.5 CWC shall promptly convey their necessary approvals to proposals, reports, plans, and other contractual matters referred by CONSULTANT. It should be ensured within reasonable period of 15 days of receipt of last input (required before approval) from CONSULTANT, for timely completion of Project.
- 4.6 CWC Engineers shall approve the Design, Drawings, Estimates, Tender T&C, BOQ, Measurement of work actually completed by Package Contractor, Material Test Reports and test results on any Test Checks conducted by them.
- 4.7 CWC shall not provide any site office or Computer Machine and site Accommodation etc. for detail Engineering & Architectural works by CONSULTANT under their obligations as defined in Clause 2.1 (Part 1). CONSULTANT shall do all such arrangement.

4.8 CWC shall provide site office and necessary office stationary to the Technical manpower deployed by CONSULTANT when required by CWC under specific separate work order to perform the Obligations of CONSULTANT under Clause 2.2.1 (Part2). Other facility viz Computer Machines, Meals and Site accommodation shall be arranged by CONSULTANT themselves.

4.9 CWC shall provide Site Office along with computer machine and necessary office stationary to the Technical manpower deployed by CONSULTANT (CFE) when required by CWC under specific separate work order to perform the Obligations of CONSULTANT under Clause 2.2.2 (Part2). Other facility viz Meals and Site accommodation shall be arranged by CONSULTANT themselves.

5 **Standard of service (s):** CONSULTANT shall carry out the services in conformity with the generally accepted norms and sound standards of engineering works / architecture. CONSULTANT shall be responsible for the services rendered. In case of any deficiency or otherwise CONSULTANT shall promptly correct the same.

6 **Completion of work (s) and MILESTONES :**

I. The Milestones and Completion period for the works / deliverables by CONSULTANT for the CONSULTANCY Services for a specific project shall be as per table below.

Category of Service	Milestone	Normal Completion Period (excluding time taken by CWC for approval)
Category a1, a2	Completion of all works as mentioned in Para 2.1.1 (a), (b) & (c) and up to submission of Detail Design and Analysis reports along with all Technical, Structural Drawings for Proof Checking to IIT / IISc / NIT/Govt. Engg College-	28 days from the date of start.
Category a1, a2	Completion of work at Stage (d) of Para 2.1.1 i.e. submission of finally approved Technical and Structural drawings duly vetted by College to CWC.	7 days from the date of receipt of Approval from College.
Category a1, a2	Completion of all works as mentioned in Para 2.1.1 (e), (f) , (g), (h) & (i) and up to submission of Tender BOQ along with all other deliverables as enumerated in Para 2.1.1 (J)	21 days from the date of receipt of Approval from College.
Category a1, a2	Completing the deliverables as enumerated in para 2.1.1 (k)	70 days from the date of start.
Category a1, a2 and b1	Satisfactory Completing the works and deliverables as enumerated in Para 2.1.1 of (l) to (u) when specifically required by CWC, any or all items of (l) to (u), at any stage of work along with all deliverables by CONSULTANT as in Para2.1.3 and 2.2.1.	Delivery period shall be normally 7 days, unless specifically modified by CWC based on specific requirement/ urgency as the case may be during the Construction period or extended period of construction as the case may be.

Category a3	Successful completion of Works/services as per scope of work /requirement of project specific work order.	14 (fourteen) days from the date of work order.
Category a4	Successful completion of Works/services as per scope of work /requirement of project specific work order. LOP/Elevations/Plans etc	7 (Seven) days from the date of work order.
	3d view/ Walkthrough for any specific project	14 (fourteen) days from the date of work order.
Category a5	For each assignment of services	Normally 3 to 7 days unless specifically modified by CWC based on specific requirement/urgency of the case
Category b2	CFE For each requirement of CWC	Normally within 14 days unless specifically modified by CWC based on specific requirement/urgency of the case as per work order.

- II. Date of START shall be 3<sup>rd</sup> Day from the date of placement of written order by CWC through email for commencing the work.
  - III. Total Contract Period for all category of services shall be of 2 years (from the date of Placement of LOA) with specified period of completion of works based on Mile Stones as per Table above. The Contract period for services under category a1, a2, and b1 is liable to extend without change in obligations, Contract terms and conditions, Prices etc. when it is required to do so by CWC due to change or increase in time required for commencement and completion of any specific project by CWC or by Package Contractor(s) of that Project.
  - IV. If Performance of CONSULTANT is found satisfactory during the Contract years of 2 years, i.e there is no single default in performing and all services are delivered within stipulated time frame or extended period (if extended due to no default of CONSULTANT), the contract period, in such cases, may be extended by CWC for further 1 year, without altering the terms & Conditions of Contract & without change in prices. Extension in such case shall be effective for all category of services, whether CWC has placed or not placed work order for any category of service during first two contract years.
  - V. In case of services of Category b1 – CONSULTANT, after completion of the work by the Package contractor, shall assist in handing over of the work(s) to CWC, through package contractor and CWC will issue a certificate of taking over of that work. CWC can also takeover partly completed work as per the requirement. Date of Completion (DOC) of completed work (package / contract wise) shall be the date of completion for CONSULTANT as well for the said package / contract. However, during the Defect Liability Period (maintenance period), CONSULTANT shall continue to render CONSULTANCY services as per site requirement mentioned elsewhere in the contract.
- 7 **The time allowed** for execution of the Works as specified in Clause 6 of Standard Terms & Conditions above or the extended time in accordance with these conditions shall be the essence

of the Contract. The execution of the work shall commence from such period as mentioned in Letter of Acceptance (LOA) or Work order or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later.

- a) Time extension of reasonable period shall be granted by CWC when the work(s) be delayed by: -
- (i) force of majeure, (OR)
  - (ii) abnormally bad weather (at project site), (OR)
  - (iii) serious loss or damage by fire, (OR)
  - (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, (OR)
  - (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, (OR)
  - (vi) non-availability of stores, which are the responsibility of Corporation to supply (OR)
  - (vii) non-availability or break down of tools and Plant to be supplied or supplied by Corporation (OR)
  - (viii) Any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the CONSULTANT's control.

In case of such event causing delay, the CONSULTANT shall immediately give notice thereof in writing to the Engineer-in-charge for entry in the hindrance register (physical Form). CONSULTANT shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

The CONSULTANT shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in above sub clause.

- b) In case the work is hindered by any reasons, in the opinion of the CONSULTANT, by the Department or for someone for whose action the Department is responsible, the consultant may immediately give notice thereof in writing to the Engineer-in- Charge in the same manner as prescribed under above sub Clause seeking extension of time or rescheduling of milestone/s. The authority in CWC shall, if justified, give a fair and reasonable extension of time and reschedule the milestones for completion of work after due consideration of the same. In event of non-application by the CONSULTANT for extension of time, Engineer-in-Charge after affording opportunity to the CONSULTANT may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.

- 8 The Compensation for delay in Completion of Works under scope:** If the CONSULTANT fails to maintain the required progress in terms of clause 6 or to complete any milestone work within stipulated period of Completion due to delay attributable to CONSULTANT and fails to provide

deliverables within stipulated dates of completion or up to justified extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the CWC on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority in CWC may decide on the amount of Contract Value of the work for every completed day /week (as determined ) that the progress remains below that specified in Clause (6) or that the work remains incomplete.

- I. Compensation for delay of work @ 1% per month of delay to be computed on per day basis calculated on Contract Value of work or of the Contract Value of the Sectional part of work for which a separate period of completion is originally given.
- II. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the Contract Value of work or of the Contract Value of the Sectional part of work for which a separate period of completion is originally given.
- III. In case action under above Clause has not been finalized and the work has been determined under Clause 13(III), the right of action under this Clause shall remain post determination of contract, but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by Engineer in charge, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the CONSULTANT under this or any other contract with the Corporation. In case, the CONSULTANT does not achieve a particular milestone mentioned in Contract, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above.

With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the CONSULTANT. However, if the CONSULTANT catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the CONSULTANT fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

The decision of Engineer in charge towards finalization of delay analysis, net delay attributable to CONSULTANT and calculating the amount of compensation to be paid or amount to be withheld as per clauses above shall be final and binding on CONSULTANT.

#### **8A**

**Incentive for performance:** with objective of receiving satisfactorily deliverables with high quality of work and timely performance from Consultant, CWC will provide the incentive at the end of contract year to each of the CONSULTANT who have performed:

- (A) 100 % delivery–i.e there is no default in executing the work and delivery of service during the contract year by CONSULTANT. All the works/services are satisfactorily completed /delivered within time as stipulated in clause 6 above.
- (B) High quality in work- If the drawings, estimates , design etc provided by Consultant during the contract year are normally covering all technical aspects of engineering as stipulated in Codes and submissions are not superficial, bogus , inflated etc. All output are supported

with calculations and justifications. Corrections required, if any by CWC, are made within a normal stipulated time such as progress of work is not affected adversely.

Incentive for performing as per Clause (A) & (B) above, during each of contract year shall be provided along with RA bills of Consultant , after the end of Contract year and total incentive shall be 1 % of total PMC fee (for all services provided by CONSULTANT) paid to CONSULTANT during that contract year . The decision of Engineer in charge towards certification of performance and quality shall be final and binding on CONSULTANT.

- 9 **Performance Guarantee:** The CONSULTANT shall submit, to Regional office of CWC, an irrevocable Performance Guarantee **of Rs. 1.70 Lakhs (rupees One Lakh Seven Thousand)** in addition to other deposits mentioned elsewhere in the contract for ensuring proper performance of the contract agreement, (notwithstanding and / or without prejudice to any other provisions in the contract) within period specified in Contract; Clause 9 (vi). This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in contract on written request of the CONSULTANT stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge.
- I. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank / Demand Draft of any scheduled bank / Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.
  - II. In case a fixed deposit receipt of any Bank is furnished by the CONSULTANT to the Corporation as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the CONSULTANT and the CONSULTANT shall forthwith on demand furnish additional security to the Corporation to make good the deficit.
  - III. The Performance Guarantee shall be initially valid for 2.5 years from the date of placement of Letter of Acceptance. CONSULTANT shall extend validity of performance Guarantee for a period covering the completion of services of category (a1/a2/a3/a4/a5/b1), including the defect liability period of the project work for which work order is placed by CWC up to last day of validity of Price. In case the time for completion of work (under any work order for such category of services by CWC up to last day of validity of Price) is enlarged, the CONSULTANT shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for such largest time period work by the competent authority, the performance guarantee shall be returned to the CONSULTANT, without any interest.
  - IV. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Corporation is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:
    - a) Failure by the CONSULTANT to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

- b) Failure by the CONSULTANT to pay Corporation any either amount due, as agreed by the CONSULTANT or determined under any of the Clauses / Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- V. In the event of the contract being determined or rescinded under provision of any of the Clause / Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Corporation.
- VI. Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance is 15 days. Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided above is 15 days.
- VII. The bank guarantee issuing bank shall send cover for Bank Guarantee issued through SFMS platform to the CWC Bankers i.e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi (IFSAC Code ICIC0000007) as per details given below:
  - a) MT 60 COV for issuance of Bank Guarantee.
  - b) MT767 COV for amendment of bank Guarantee.
  - c) Issuing bank shall mention CWC beneficiary code i.e. CENTRAL W27112020 in field 7037 of MT760 COV/MT767COV.
- VIII. The bidder shall submit the copy of SFMS message as sent by the issuing bank branch alongwith the original bank guarantee.
- IX. Bank guarantee submitted without these details shall not be accepted.

#### **10 Security Deposit:**

- I. Security Deposit (SD) for the CONSULTANCY service of category a1 and a2 & category b1 and b2 as mentioned in CL 1 of STC above for CWC Project against each work order placed under this Contract shall be 5% of CONSULTANT SERVICE FEE.
- II. EMD, if any available, shall be adjusted with SD above.
- III. The CONSULTANT shall permit Corporation at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill until the sum deducted will amount to total security deposit (SD Amount) balance after adjusting the EMD. Such deductions will be made and held by Corporation by way of Security Deposit unless he / they has / have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the CONSULTANT to the Corporation as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the CONSULTANT and the CONSULTANT shall forthwith on demand furnish additional security to the Corporation to make good the deficit. All compensations or the other sums of money payable by the CONSULTANT under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security depositor from the interest arising there from, or from any sums which may be due to or may be come due to the CONSULTANT by Corporation on any account what so ever and in the event of his Security Deposit being reduced by reason of any



- such deductions or sale as aforesaid, the CONSULTANT shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities ( if deposited for more than 12 months ) endorsed in favour of the Engineer-in-Charge ,any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the CONSULTANT at the rates mentioned above.
- IV. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lacs subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lacs. Provided further that the validity of bank guarantee including the one given against the earnest money shall be extended from time to time depending upon extension of contract granted under provisions of Contract.
- V. CWC shall release 50 % of SD to CONSULTANT after satisfactorily Completion /fulfilment of services by CONSULTANT and upon release of such certificate by CWC. Since the contracts involve defect liability /guarantee period therefore 50% of SD shall be retained as Security Deposit after completion of all works covered under Contract. The same shall be returned only after satisfactorily completion / fulfilment of Contractual obligations as described in Para 2.1 & 2.2 of scope of works by CONSULTANT and also upon satisfactory replies from CONSULTANT and settlement of Issues if any observed under provision of 2.1.1 and 2.2.2 during the Construction or during the defect liability / guarantee period after Construction.
- VI. Note-1: Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The Chief Engineer/Superintending Engineer would ascertain the market price of Government paper at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper would be withheld if necessary.
- Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.
11. The consultant shall fully indemnify and keep indemnified the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the Corporation in respect of any such matters as aforesaid, the consultant shall be immediately notified thereof and the consultant shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the consultant shall not be liable to indemnify the Corporation if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.
12. Consultant shall enter an Integrity Pact Agreement with CWC before commencing the work, against any specific work order of CWC where consultant fee is Rs. 2 Cr. & above or when sum of all fee payable to Consultant is Rs. 2 cr & above.

### 13 Termination:

- I. Notwithstanding anything otherwise contained in the agreement, if the CWC, for any reason whatsoever, is unable or unwilling to complete the works or is compelled to postpone the project for a considerable period, the "CWC" shall be entitled to terminate agreement by giving One months' written notice to CONSULTANT. CONSULTANT shall deliver to the CWC all documents prepared by CONSULTANT in connection with the work. CONSULTANT shall be paid as per payment terms for the works executed by them till date of termination and for the part of work done for which payment stage not reached on proportional basis and without forfeiture of PG/SD.
- II. Without prejudice to any of the rights or remedies under this contract, if the consultant dies, the Chief Engineer / Superintending Engineer on behalf of the Corporation shall have the option of terminating the contract without compensation to the contractor.
- III. Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the CONSULTANT in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine or terminate the contract in any of the following cases:
  - a) If the CONSULTANT having been given by the Engineer-in-Charge a notice in writing to rectify, redesign or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
  - b) If the CONSULTANT has, without reasonable cause, suspended the progress of the work or has failed to proceed or denies to commence the work (category a1, a2, a3, b1 & b2) with due diligence and continues to do so even after a notice in writing of seven days from the Engineer-in-Charge.
  - c) If the CONSULTANT denies to commence the work consequentially 2 times (category a4 & a5) and does not proceeds or fails to proceed with these works even after a notice in writing of seven days from the Engineer-in-Charge.
  - d) If the CONSULTANT fails to complete the work or section of work within due date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the CONSULTANT will be unable to complete the same or does not complete the same within the period specified.
  - e) If the CONSULTANT persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

- f) If the CONSULTANT shall offer or give or agree to give to any person in Corporation service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining execution of this or any other contract for Corporation.
- g) If the CONSULTANT shall enter into a contract with Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- h) If the CONSULTANT had secured the contract with Corporation as a result of wrong tendering or other non-bona fide methods of competitive tendering or commits breach of Integrity Agreement.
- i) If the CONSULTANT being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction ) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- j) If the CONSULTANT being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- k) If the CONSULTANT shall suffer an execution being levied on his goods and allow it to be continued for a period of 21days.
- l) If the CONSULTANT assigns (excluding part(s) of work assigned to other agency(s) by the CONSULTANT as per terms of contract), transfers, sublets or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. When the CONSULTANT has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Corporation shall have powers: When the CONSULTANT has made himself liable for action under any of the cases previously mentioned, the Engineer-in-Charge on behalf of the Corporation shall have powers:
  - (i) To determine the contract as aforesaid so far as performance of work by the CONSULTANT is concerned (of which determination notice in writing to the CONSULTANT under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract

shall be liable to be forfeited and shall be absolutely at the disposal of the Central Warehousing Corporation.

- (ii) After giving notice to the CONSULTANT to measure up the work of the CONSULTANT and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another CONSULTANT to complete the work. The CONSULTANT, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the CONSULTANT shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any services / materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the CONSULTANT shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

In such cases of Determination / termination of contract mentioned in clause 13(III) above, available PG & Security Deposit with the department against the said contract will be forfeited and the consultant will be debarred from participation in future tender of CWC for further five years.

#### **14 Insurance**

CONSULTANT shall arrange for any payment of the cost of Personal Accident Insurance (CWC) in respect of employee (s) provided /deployed by them and assigned to the Project site for performance of the obligations under the conditions of agreement.

#### **15 Patents**

No patented or patent pending articles, methods or device shall be used or supplied in connection with the work or incorporated in the work without the prior written approval of the CWC, if the terms of purchase involve or require the payment of any license fee or royalty in addition to the purchase price, and do not contain patent indemnification in a form satisfactory to CWC. CONSULTANT shall not publish any /article or photograph relating to project without written consent of CWC.

#### **16 Laws Governing Agreement:**

Disputes, controversies or differences of any kind whatsoever which may arise between the parties, out of or in relation to or in connection with the consultancy agreement, or for the breach thereof including claims or questions as to damages shall be settled between the parties by doing utmost, in a fair and amicable manner, in a spirit of mutual co-operation. Notwithstanding such efforts, in case the dispute shall not be settled / resolved by mutual co-

operation, all disputes of differences whatsoever arising between the parties out of or in relation to the construction meaning and operation or effect of this contract or the breach thereof shall be settled in accordance with the provisions of clauses 25 of this Document.

**17 Obligations of maintaining confidentiality of work & documents:**

Consultant shall maintain confidentiality of work and documents. All documents relating to work should be kept secure and protected at all times from any unauthorized use or access.

**18 Force majeure:**

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut downs imposed by Government Acts its legislature or other authorities stoppage in supply of materials fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, unprecedented rains, explosions accidents, sea navigation blockages or any other acts or events whatsoever which are beyond reasonable control of CONSULTANT and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. CONSULTANT shall be granted necessary extensions to cover the delay as caused by Force Majeure without any financial repercussions.

**19 In case of failure, on the part of CONSULTANT,**

as decided by Engineer -In-charge, leading to sub- standard work, allowing the use of untested material by CONSULTANT/ CFE, design failure, fraud , dishonour of a particular obligation or deny from taking or Commencing any work mentioned in Scope of Works of CONSULTANT OR HIS STAFF OR CFE DEPLOYED BY HIM, a penalty equal to 10% of the consultancy fee of the defective/ dishonoured component of the work shall be recovered and no consultancy fee shall be paid against defective / dishonoured Component of work at any stages of Contract, either in running or final bill. CONSULTANT shall also ensure that defects/sub-standards work is set right by the contractor at his own cost. In case, such works, set wrong due to negligence on part of CONSULTANT/CFE and contractor is not able to correct it, the cost towards the loss to CWC will be recovered from CONSULTANT. CWC reserves the right to terminate the CONTRACT with CONSULTANT and forfeit his PG /SD available with CWC on account of such misconduct, negligence & to debar the Consultant from participation in future tender of CWC for further five years.

**20 SUBLETTING:**

CONSULTANT shall not award / sublet the complete consultancy contract awarded by CWC to third party on 'back-to-back tie up' basis. If required, CONSULTANT may outsource part of CONSULTANT works only but in most transparent manner with prior approval of CWC. CONSULTANT shall do value addition for the outsourced works. CONSULTANT shall be responsible for all performance, deliverables by his sub agency. In case, if any irregularity is found & proved in this respect, existing Contract with CONSULTANT shall be terminated and NO other works shall be awarded to CONSULTANT thereafter.

**21 CONSULTANT to indemnify Govt. against Patent Rights:**

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

## 22 TECHNICAL AND ARCHITECTURAL DRAWINGS:

The GFC drawings (Good for construction) to be released by CONSULTANT for a construction Project shall be prepared in such a way that all relevant instructions and information are made available to SITE Engineers and the work can be executed without repeated clarifications or dependency on CONSULTANT.

An indicative list of drawings to be released by CONSULTANT for a project under category a1 and a2 is mentioned below.

CWC shall indicate the name of required drawings along with work order placed to CONSULTANT for any project under category a1 or a2.

CONSULTANT shall be required to release 2 sets of all such drawings on A0 to A2 sizes as required along with Soft Copy (AUOTCAD & PDF both) vide email / CD. These drawing shall be released sequentially such that work does not remain on halt due to unavailability of GFC drawings. The below mentioned list is not exhaustive and SITE/CWC may require other additional drawings relevant to works at the time of Construction and in such case, CONSULTANT shall prepare and release such drawings without any additional charge or delay.

S n	Name of Drawings with Incorporated Works
1	Architectural Layout, Plan of Building with Verandas, Drains etc.
2	Architectural Elevations, Sectional Views, Side Views, Front and Rear Views of Building.
3	Architectural & Technical details of Doors, Windows, Ventilators, Rolling Shutters, Dock Doors etc
4	Architectural Layout, Plan of Two tier and Single Tier Mezzanine Floors including Stair Cases, Cargo Lifts, and Conveyor belts etc inside Building. (upon requirement)

5	Architectural Elevations , Sectional Views, Side Views , Front Views of Two tier and Single Tier Mezzanine Floors inside building. (upon requirement)
6	Details of Toilet including Civil works of Foundations, Masonry Walls, RCC Roofs, Doors, Windows and Toilet fixtures with drains, water supply connections etc complete.
7	Foundation Excavation Plans of Warehouse Building including all Platform walls complete.
8	Detail of RCC Foundations of Main building Columns including Foundation Bolts, Tie beams etc.
9	Detail of RCC Foundations of Building outer walls with Intermediate Columns and plinth beams etc.
10	Detail of Building Cladding works with outer wall masonry and Sheet cladding as per the case.
11	Detail of RCC Bands, Tie beams, Lintel beams, Sunshades etc in building Superstructure.
12	Detail of RCC Foundations of Mezzanine Floor structure Columns including foundation bolts or Connection details of Base Plate with expansion Fasteners with CC Floor as the case may be. (upon requirement)
13	Steel Structural works drawing with fabrication and structural detail of Columns, Base plates, Rafters, Main beams, Secondary beams, Bracing, eave struts, Ridge Ventilators, Roof Trusses etc. complete including Connection details with bolts, cleat angles, connecting plates, welding works etc. complete.
14	Steel Structural works drawing with fabrication and structural detail of Roof Purlins, Cladding Sheet Runners, Ventilators, glazing works etc. complete including Connection details with bolts, cleat angles, connecting plates, welding works etc. complete.
15	Roofing Works drawings indicating layout and details of Translucent sheets, Ridge Ventilators, veranda Canopies, Safety harness lines, roof-access system, Detail of Rain Water Gutter, down take spouts etc. Complete.
16	Detail of Warehouse Flooring, Veranda Flooring including subgrade, sub base, base course, CC pavement details, Detail of Longitudinal and Transverse Joints , Gangways, yellow lines for circulation area complete.
17	Civil Works Detail of Dock leveller Pits in Veranda Platforms. (upon requirement)
18	Steel Structural works drawings of Tier 1 & Tier 2 Mezzanine Floors with detail of Columns,Baseplates,Rafters,Mainbeams,Secondarybeams,Bracing,GratingFloors, Hand rails, Structural Stair Case, Cargo Lift Columns, Conveyor Belts Columns and Foundations etc. complete including Connection details with bolts, cleat angles, connecting plates, welding works etc. (upon requirement)

19	Electrical Works drawings with all External / Internal electrical installations, Conduits and Wiring, building earthing, lightning arresters, High Masts (including Civil works) etc. Complete. (upon requirement)
20	Detail of Internal Fire frightening arrangement inside the Building(upon requirement)
21	Detail of External Fire frightening arrangement for the Building(upon requirement)
22	Water Supply and Sewage System: External and Internal Layout of Water supply Conduits, underground Sewage Pipes, Manholes, Sewage Chambers etc Complete. (upon requirement)
23	Detail of Rainwater Harvesting pit, Collection chamber. (upon requirement)
24	Rain-Roof water discharge system: Layout of Drains with Cross Sections of RCC Drain Conduits, Drain Chambers, Manholes, Longitudinal Slopes of Drains, Detail of Drain Covers, and Reinforcement details of RCC Sections etc complete.
25	HVAC System inside building if specifically required by CWC.

**23 In case of difference, contradiction, discrepancy, with regard to**

Conditions of contract, Specifications, Corrigendum/Clarification(s) issued, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

1. Work order (WO) specifically placed for each project along with statement of agreed variations and its enclosures.
2. Letter of Award (LOA), along with statement of agreed variations and its enclosures, if any.
3. Corrigendum, Addendum, Clarifications etc of NIT.
4. Standard Condition of Contract.
5. Description of Bill of Quantity / Schedule of Quantities/Drawings (mentioned in work order).
6. CPWD/ MORTH specifications update with correction slips issued up to last date of receipt of tenders.
7. Relevant B.I.S. Codes.

- 24.** CONSULTANT shall be responsible for GST and other taxes as applicable, all claims made by CONSULTANT to CWC, deductions and Payments etc by CONSULTANT to statutory bodies, payments of ESI/EPF or other mandatory allowance to his employee, staff etc deployed against the contract. CWC will bear no responsibility and any levy of any penalty by statutory authorities towards violation of acts/rules of Govt. will have to be paid by CONSULTANT.

**25 Settlement of Claims, Disputes & Arbitration**

- 25.1 Claims: If the CONSULTANT intends to claim any additional payment under any Clause of these Conditions or otherwise, the CONSULTANT shall give notice to the CWC's representative as soon as possible and in any event within 28 days of the start of the event giving rise to the claim.



The CONSULTANT shall keep such contemporary records as may be necessary to substantiate any claim, either on site or at another location acceptable to the CWC's representative. Without admitting the CWC's liability, the CWC's representative shall, on receipt of such notice, inspect such records and may instruct the CONSULTANT to keep further contemporary records. The CONSULTANT shall permit the CWC's representative to inspect all such records, and shall (if instructed) submit copies to the CWC's representative.

Within 28 days of such notice, or such other time as may be agreed by the CWC's representative, CONSULTANT shall send to the CWC's representative an account, giving detailed particulars of the amount and basis of the claim. Where the event giving rise to the claim has a continuing effect, such account shall be considered as interim.

The CONSULTANT shall then, at such intervals as the CWC's representative may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the CWC's representative, the CONSULTANT shall send a final account within 28 days of the end of the effects resulting from the event.

If the CONSULTANT fails to comply with this Sub-Clause, he shall not be entitled to additional payment.

an account, giving detailed particulars of the amount and basis of the claim. Where the event giving rise to the claim has a continuing effect, such account shall be considered as interim.

The CONSULTANT shall then, at such intervals as the CWC's representative may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the CWC's representative, the CONSULTANT shall send a final account within 28 days of the end of the effects resulting from the event.

If the CONSULTANT fails to comply with this Sub-Clause, he shall not be entitled to additional payment.

#### 25.2 Payment of Claims:

The CWC's representative shall notify his decision on CONSULTANT's claim after due consultation with the CWC within 60 days. If the particulars supplied are insufficient to substantiate the whole of the claim, the CONSULTANT shall be entitled to payment for such part of the claim as has been substantiated. The CONSULTANT shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the CWC's representative considers due.

#### 25.3 Dispute Resolution Committee:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof, shall be dealt with as mentioned hereinafter :

- a) If the CONSULTANT considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer-in-Charge considers any act or decision of the CONSULTANT on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly, within 15 days of the arising of the

disputes, request the Chief Engineer or where there is no Chief Engineer, the Director who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE.

The constitution of Dispute Redressal Committee (DRC) shall be as below.

Chairman - Chief Engineer (CE);                      Member - DGM (Finance); Member - DGM (G)

- b) Provided that no party shall be represented before the Dispute Redressal Committee by an advocate / legal counsel etc.
- c) The DRC will submit its decision to the concerned CE/Director for acceptance. CE/Director, in a time limit of 30 days from receipt of DRC decision, will convey acceptance or otherwise on the said decision.

#### 25.4 **Arbitration:**

- a) If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the CE/Director fails to give his decision in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) / CE / Director, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC) / CE / Director or on expiry of aforesaid time limits available to DRC / CE / Director, may give notice to the Managing Director, CWC, New Delhi for appointment of arbitrator on prescribed proforma as per Appendix XIX under intimation to the other party.
- b) It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims / disputes prior to invoking arbitration.
- c) All disputes and differences which are not resolved by Amicable Resolution, as mentioned above, arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. The award of such arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred transfer is unable to act for any reason, the Central Warehousing Corporation at the time of such inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award.
- d) Provided further that any demand for arbitration in respect of any claim [s] of the parties, under the contract shall be in writing and made within one year of the date of termination or completion [expiry of the period] of the contract and where this provision is not complied with the claim [s] of the contractors shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.
- e) The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- f) The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defines statement, counterclaim if any.

- g) The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the contractors shall be withheld on account of such proceedings.
- h) The cost of arbitration shall be borne by parties as per the decision of the arbitrator.
- i) The arbitrator shall give separate award in respect of each dispute of difference referred to him.
- j) Subject as aforesaid the Arbitration & Conciliation Act 1996 as amended from time to time shall apply to the Arbitration proceedings under this clause.

PRICE SCHEDULE  
(SECTION – III)

PRICE SCHEDULE

TABLE-1

S/n	Description of Service	CONSULTANT SERVICE RATE (CSR) including GST
1	<b>Category a1:</b> Detail Design, Engineering and Architectural works for Construction of Pre-Engineered Warehouse Building of span, length, height as per local site requirement for Central Warehousing Corporation with scope of works, deliverables, Obligations and Terms and Conditions mentioned in Tender Document.	1.18% of Project Built-up cost.
2	<b>Category a2:</b> Detail Design, Engineering and Architectural works for Construction of allied infrastructure of warehouse complex viz Conventional Shed and/or Godowns and/or Open shed, Office and/or CC Roads and/or Mezzanine floor, Weigh bridge and/or Special foundations, and/or Fire fighting system and /OR UG Sump/ Overhead Tank, and/or Rain water Harvesting system etc. as per local site requirement for Central Warehousing Corporation with scope of works, deliverables, Obligations and Terms and Conditions mentioned in Tender Document.	1.18% of Project Built-up cost.
3	<b>Category a3:</b> Engineering survey of Local Site area, Contour Mapping, Topography survey, benchmarking of levels, marking of compound wall, buildings, levels, temporary structure etc. located in CW Campus or new SITE as per requirements and preparing, submitting the AutoCAD drawings containing the surveyed information, instructions and requirement of CWC Engineers.	Rs. 1180 per acre or Rs. 11800/- whichever is higher.
4	<b>Category a4:</b> Preparation of Architectural Plans, Elevations, sectional views, 3d views, Walkthrough etc. for specific building, campus, projects etc. located in existing CW Campus or new SITE as per requirements, instructions of CWC Engineers including providing of CAD Drawings, 2 Nos Hard Copy in A3/A2 size or as per requirement of CWC.	
a	<b>Architectural Layout plan</b> of Central Warehousing complex including Godown and allied infrastructure –to the scale detail LOP (new)	Rs. 2360 per Complex
b	<b>Alteration in Existing CAD drawing , Architectural Layout Plan</b> of Central Warehousing complex including Godown and allied infrastructure	Rs. 885 per Complex or Campus

c	<b>Detail Architectural Plans and Sectional/rear/front/side Elevations</b> of warehouse/Office/Residential units indicating details of services, building components etc as per requirement of CWC	Rs. 590 per Building
d	<b>3D Animated View</b> of Godown/Office/Residential units/Warehousing Complex etc in approved colour scheme as per requirement of CWC	Rs. 3540 per Building
e	<b>3 D Transparent View</b> of best quality covering external details of building/Complex as per requirement of CWC.	Rs. 2950 per Building
f	<b>walkthrough</b> of best quality covering all- around views, internal and external details of building as per requirement of CWC.	Rs. 29500 per campus per min
5	<b>Category a5:</b> Technical advice on engineering issues of structure maintenance & repair, retrofitting, water supply, sewage treatment, electrical, HVAC, Firefighting issues etc/ carrying out load analysis and/or design in isolation for any One component of building at a time upon receipt of specific requirement of CWC like design/analysis of foundation, beam, floor, road section, alteration in existing truss sections, purlins, ridge vent, Mezzanine floor, Staircase, Two way/One way/Flat Roof Slab, Piles/Pile Cap etc,	Rs. 5,900 each case
6	<b>Category b1:</b> Project Management Consultancy services as per scope of work under PART2, Clause 2.2.1.	3.54% of Project Built-up cost.
7.1	<b>Category b2:</b> Assistance in Project Management by DEPLOYING CFE Level-I as required by CWC to deliver the services /scope covered under PART 2, Clause 2.2.2	Rs. 54280 per Month per CFE
7.2	<b>Category b2:</b> Assistance in Project Management by DEPLOYING CFE as required by CWC to deliver the services /scope covered under PART 2, Clause 2.2.2	Rs. 94990 per Month per CFE

8	<b>REGION WISE CONSULTANT SERVICE FEE– (for all Items 1 to 7 mentioned in Table 1 above)</b>	..... % above or below of CSR mentioned in Table 1 Above (inclusive of GST)
8.1	For Ahmedabad Region	..... % above or below of CSR
8.2	For Bangalore Region	..... % above or below of CSR
8.3	For Bhopal Region	..... % above or below of CSR
8.4	For Chandigarh Region	..... % above or below of CSR
8.5	For Chennai Chandigarh Region	..... % above or below of CSR
8.6	For Delhi Region	..... % above or below of CSR
8.7	For Guwahati Region	..... % above or below of CSR
8.8	For Hyderabad Region	..... % above or below of CSR
8.9	For Jaipur Region	..... % above or below of CSR
8.10	For Kochi Region	..... % above or below of CSR
8.11	For Kolkata Region	..... % above or below of CSR
8.12	For Lucknow Region	..... % above or below of CSR
8.13	For Mumbai Region	..... % above or below of CSR
8.14	For Patna Region	..... % above or below of CSR
9	GST	(included in above rates)

**NOTE:**

- A. L1 bidder for each region shall be decided separately.
- B. L1 Bidder for any region shall be the bidder who has quoted lowest rate for that region at S/n 8 inclusive of GST prescribed at S/n 9 provided that Bidder meets eligibility norms for that Region.

# ANNEXURES

## (SECTION – IV)



**AFFIDAVIT****(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONGWITH THE TECHNICAL BID)**

**(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 BIDDER Submitting the TENDER.)**

I \_\_\_\_\_ appointed as the attorney/ authorized signatory of M/s. \_\_\_\_\_ (hereinafter called the CONSULTANT ) (including its constituents) for the purpose of the E-TENDER documents for the work of “Rate contract for providing of Project Management Consultancy & other allied Engineering & Architectural Services for Engineering Works in Regions of Central Warehousing Corporation”, do hereby solemnly affirm and State on behalf of the Bidder including its constituents as under:

1. I/ We the CONSULTANT (s), am/ are signing this document after carefully reading the contents.
2. I/ We the CONSULTANT (s) also accept all the conditions of the TENDER document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the TENDER documents from CWC TENDER portal [www.cwceprocure.com](http://www.cwceprocure.com) and 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 upon me/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 qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. 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 by us.
7. 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 suspension of business for minimum five years. Further, I/We \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. 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, along with forfeiture of SD / Performance Guarantee and debar from participating in future tender of CWC for 5 Years besides any other action provided in the contract.

9. 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 of bids.
10. I/ We undertake that the NIT 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, I/ we shall sign and stamp each page of the TENDER Document as token of acceptance and as part of contract in the event of award of contract to us.
11. I/ We further confirm that we have quoted our rates in our financial bid as per the conditions of the NIT Document and for all the items.
12. I/we submit following declaration in lieu of submitting Earnest Money Deposit.
  - 1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,
  - Or
  - 2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/we shall be suspended for five years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order.

**DEPONENT**

**SEAL AND SIGNATURE OF THE BIDDER**

VERIFICATION

I/We above named bidder 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 BIDDER**

Place:-

Dated:-

Details as appropriate are to be filled in suitably by BIDDER

Attestation before Magistrate/ Notary Public.

**CENTRAL WAREHOUSING CORPORATION  
(A GOVT. OF INDIA UNDERTAKING)**

**Contract Agreement for PMC Services**

This Agreement for Project Management Consultancy Services and other allied design Engineering & Architectural services executed at \_\_\_\_\_ this day of the \_\_\_\_\_ 202 by the Central Warehousing Corporation, New Delhi- 16 established under Warehousing Corporation Act, 1962 (hereinafter called 'the' Corporation) and M/S \_\_\_\_\_ a partnership firm from consisting of partners namely (i) \_\_\_\_\_ (ii) \_\_\_\_\_ (iii) \_\_\_\_\_/company registered under companies Act/individual carrying on business in the name and style of \_\_\_\_\_ (herein under called "CONSULTANT" 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 requires consultancy services for Engineering works in Regional Offices as & when required by CWC Regional Office ..... or Corporate Office and whereas the consultant has agreed to deliver the services as per standard terms & conditions of the contract in price schedule attached.

AND WHEREAS the CONSULTANT having agreed to provide the services, it is hereby agreed that the terms and conditions of the contract as enumerated in tender document/standard terms & conditions of contract, category of services as per price schedule, the work order issued and specification of the CPWD for the time being enforce 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 affixes their signatures.

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

INTEGRITY PACT

To  
The Chief Engineer ,  
Central Warehousing Corporation,

\_\_\_\_\_  
Sub:      Submission      of      Tender      for      the      work      of  
\_\_\_\_\_

Dear Sir,

I/We acknowledge that CORPORATION is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CORPORATION. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CORPORATION shall have unqualified, absolute and unfettered right to disqualify the TENDERER and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the TENDERER)

## INTEGRITY PACT

This Integrity Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_

between

Central Warehousing Corporation (A Govt. of India Undertaking), 4/1 Siri Institutional area, Hauz Khas, New Delhi, acting through Chief Engineer / Superintending Engineer, Central Warehousing Corporation (A Govt. of India Undertaking) (hereinafter called the "**CORPORATION**" which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

and

through M/s \_\_\_\_\_, represented by Shri \_\_\_\_\_, (Name of the Consultant) (hereinafter referred to as the "**TENDERER**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

### **Preamble**

WHEREAS the CORPORATION has floated the Tender (NIT No. \_\_\_\_\_) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract to construct \_\_\_\_\_ MTC Godown (Name of work) alongwith \_\_\_\_\_ at \_\_\_\_\_ hereinafter referred to as the "**Contract**".

AND WHEREAS the CORPORATION values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its TENDERER(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1 : Commitment of the Corporation**

- 1.1 The Corporation commits itself to take all measures necessary to prevent corruption and to observe the following principles :
- (a) No employee of the Corporation, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Corporation will, during the Tender process, treat all TENDERER(s) with equity and reason. The Corporation will, in particular, before and during the Tender process, provide to all TENDERER(s) the same information and will not provide to any TENDERER(s) confidential / additional information through which the TENDERER(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Corporation shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 1.2 If the Corporation obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Corporation will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2 : Commitment of the TENDERER(s)**

- 2.1 It is required that each TENDERER (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Corporation all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2.2 The TENDERER(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution :
- (a) The TENDERER(s) will not, directly or through any other person or firm, offer, promise or give to any of the Corporation's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The TENDERER(s) will not enter with other TENDERER(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the tendering process.
  - (c) The TENDERER(s) will not commit any offence under the relevant IPC/PC Act. Further the TENDERER(s) will not use improperly, (for the purpose of

competition or personal gain), or pass on to others, any information or documents provided by the Corporation as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (d) The TENDERER(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, TENDERER(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer alongwith the first manufacturer in a subsequent/parallel tender for the same item.
  - (e) The TENDERER(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2.3 The TENDERER(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - 2.4 The TENDERER(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
  - 2.5 The TENDERER(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

**Article 3 : Consequences of Breach**

Without prejudice to any rights that may be available to the Corporation under law or the Contract or its established policies and laid down procedures, the Corporation shall have the following rights in case of breach of this Integrity Pact by the TENDERER(s) and the TENDERER accepts and undertakes to respect and uphold the Corporation's absolute right :

- 3.1 If the TENDERER(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Corporation after giving 14 days' notice to the contractor shall have powers to disqualify the TENDERER(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the TENDERER from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Corporation. Such exclusion may be forever or for a limited period as decided by the Corporation.

3.2 Forfeiture of EMD/Performance Guarantee/Security Deposit :

If the Corporation has disqualified the TENDERER(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Corporation apart from exercising any legal rights that may have accrued to the Corporation, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the TENDERER.

3.3 Criminal Liability :

If the Corporation obtains knowledge of conduct of a TENDERER, or of an employee or a representative or an associate of a TENDERER which constitutes corruption within the meaning of IPC Act, or if the Corporation has substantive suspicion in this regard, the Corporation will inform the same to law enforcing agencies for further investigation.

**Article 4 : Previous Transgression**

4.1 The TENDERER declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

4.2 If the TENDERER makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the TENDERER as deemed fit by the Corporation.

4.3 If the TENDERER can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Corporation may, at its own discretion, revoke the exclusion prematurely.

**Article 5 : Equal Treatment of all Tenderers/Contractors/Sub-contractors**

5.1 The TENDERER(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The TENDERER shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

5.2 The Corporation will enter into Pacts on identical terms as this one with all TENDERER.

5.3 The Corporation will disqualify TENDERER, who do not submit, the duly signed Pact between the Corporation and the bidder, alongwith the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6 : Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the TENDERER 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other TENDERERS, till the Contract has been awarded.



If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Corporation.

**Article 7 : Other Provisions**

- 7.1 This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Corporation, who has floated the Tender.
- 7.2 Changes and supplements need to be made in writing. Side agreements have not been made.
- 7.3 If the TENDERER is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 7.4 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 7.5 It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Corporation in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

**Article 8 : Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the Parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses :

\_\_\_\_\_  
(For and on behalf of Corporation)

\_\_\_\_\_  
(For and on behalf of TENDERER)

WITNESES :

1. \_\_\_\_\_ (signature, name and address)

2. \_\_\_\_\_ (signature, name and address)

Place : Dated :

## ANNEXURE-IV

## GST number of CWC Regions.

Sr. No.	Name of Regional Office	Name of Unit as per GST Registration	State	GST Number
1	Corporate Office	Corporate Office	Delhi	07AAACC1206D2ZH
2	Corporate Office	Corporate Office	Delhi	07AAACC1206D3ZG
3	Delhi	Delhi	Delhi	07AAACC1206D1ZI
4	Delhi	Delhi-NCR	Delhi	09AAACC1206D6Z9
5	Kolkata	RO Kolkata	Kolkata	19AAACC1206D2ZC
6	Kolkata	CFS Kolkata	Kolkata	19AAACC1206D3ZB
7	Bhopal	Madhya Pradesh	Madhya Pradesh	23AAACC1206D2ZN
8	Bhopal	Chattisgrah	Chattisgrah	22AAACC1206D1ZQ
9	Lucknow	Uttar Pradesh	Uttar Pradesh	09AAACC1206D2ZD
10	Lucknow	Uttarakhand	Uttarakhand	05AAACC1206D1ZM
11	Lucknow	Uttar Pradesh-icd kanpur	Uttar Pradesh	09AAACC1206D7Z8
12	Chandigarh	Punjab	Punjab	03AAACC1206D1ZQ
13	Chandigarh	Punjab (ICP Attari)	Punjab	03AAACC1206D2ZP
14	Chandigarh	Chandigarh	Punjab	04AAACC1206D3ZM
15	Chandigarh	Haryana	Haryana	06AAACC1206D2ZJ
16	Chandigarh	Himachal Pradesh	Himachal Pradesh	02AAACC1206D1ZS
17	Mumbai	Maharashtra	Maharashtra	27AAACC1206D1ZG
18	Mumbai	Maharashtra (CFS/ICD)	Maharashtra	27AAACC1206D3ZE

19	Mumbai	Goa	Goa	30AAACC1206D2ZS
20	Jaipur	Jaipur	Rajasthan	08AAACC1206D1ZG
21	Bangalore	Bangalore	Karnataka	29AAACC1206D2ZB
22	Ahmedabad	Ahmedabad	Gujarat	24AAACC1206D1ZM
23	Ahmedabad	Ahmedabad-CRT	Gujarat	24AAACC1206D2ZL
24	Chennai	Chennai-Puducherry	Chennai	34AAACC1206D1ZL
25	Chennai	Chennai-A&N	Chennai	35AAACC1206D1ZJ
26	Chennai	Chennai-Tamil Nadu	Chennai	33AAACC1206D1ZN
27	Guwahati	Guwahati-Assam	Assam	18AAACC1206D1ZF
28	Guwahati	Guwahati-Tripura	Tripura	16AAACC1206D1ZJ
29	Guwahati	Guwahati-Nagaland	Nagaland	13AAACC1206D1ZP
30	Hyderabad	Hyderabad-Telangana	Telangana	36AAACC1206D2ZG
31	Hyderabad	Hyderabad-A.P.	Andhra Pradesh	37AAACC1206D2ZE
32	Hyderabad	Hyderabad-CFS Vizag	Hyderabad	37AAACC1206D3ZD
33	Kochi	Kochi	Kerala	32AAACC1206D2ZO
34	Patna	Patna-Bihar	Bihar	10AAACC1206D3ZT
35	Patna	Patna-Jharkhand	Jharkhand	20AAACC1206D1ZU
36	Patna	Patna-Orissa	Orissa	21AAACC1206D2ZR
37	Guwahati	Guwahati-Manipur	Manipur	14AAACC1206D1ZN

**Illustrative example for deciding L1 bidder.  
(1) Check on Eligibility of Bidder.**

- 1 Say Four bidders W, X, Y, Z have participated in the bid .
- 2 Their eligibility is to be checked with respect to eligibility criteria of NIT
- 3 The bidders, who are eligible and not eligible for the quote for region will be sorted out as per summary sheet below.

1	REGION WISE CONSULTANT SERVICE FEE– (for all Items 1 to 7 mentioned in Table 1 above)	Rates Quoted by BIDDER and qualification as per NIT (W)	Rates Quoted by BIDDER and qualification as per NIT (X)	Rates Quoted by BIDDER and qualification as per NIT (Y)	Rates Quoted by BIDDER and qualification as per NIT (Z)
1.1	For Region A	NOT Quoted	Quoted & qualified	Quoted & qualified	Quoted & qualified
1.2	For Region B	NOT Quoted	Quoted & qualified	NOT Quoted	<b>Quoted but dis qualified</b>
1.3	For Region C	Quoted & qualified	Quoted & qualified	Quoted & qualified	<b>Quoted but dis qualified</b>

4 ) The price quoted by those bidder for a region, will only be referred who are eligible for that region. For example, as in summary sheet below, price quoted by bidder Z for region B & C will not be referred and considered for evaluation.

5) Comparative sheet of rates for deciding L1 bidder is attached in next table.

**(2) COMPARE OF RATES FOR DECIDING THE L1 BIDDER**

8	REGION WISE CONSULTANT SERVICE FEE– (for all Items 1 to 7 mentioned in Table 1 above)	RATES quoted by BIDDER W	RATES quoted by BIDDER X	RATES quoted by BIDDER Y	RATES quoted by BIDDER Z	L1 rates	L1 Bidder
8.1	For Ahmedabad Region	Not quoted	3.5% above CSR	4.25% above of CSR	<b>2.75% above of CSR</b>	2.75 % above CSR including GST	<b>Z</b>
8.2	For Bangalore Region	Not quoted	<b>4.5% below of CSR</b>	Not quoted	NOT CHECKED	4.5 % BELOW OF CSR including GST	<b>X</b>
8.3	For Bhopal Region	4 % above of CSR	3.25 % above of CSR	<b>2.5 % above CSR</b>	NOT CHECKED	2.5 % above CSR including GST	<b>Y</b>
9	GST ..... % on CONSULTANT SERVICE FEE.	INCLUSIVE IN RATES	INCLUSIVE IN RATES	INCLUSIVE IN RATES	INCLUSIVE IN RATES		

**ANNEXURE\_VI-****Illustration of Contract Operandi.**

S/n	Activity	Operator/Responsibility	Reference
1	Call of tender and Placement of LOA	CWC Corporate office/Eng. Division. To L1 bidder of each region (herein after called CONSULTANT).	NIT
2	Submission of Performance Guarantee	CONSULTANT to CWC Regional Office.	Clause 9-Section –II/ STC
3	Execution of Contract Agreement-2 year Rate contract	CWC Regional Office & CONSULTANT	Clause 23- Section I (instructions to tenderer)
4	Placement of Work order under any category of service	CWC Regional Office or Corporate office based on requirement	Clause 33/37/38/39- Section I (instructions to tenderer) Clause 1 (Preamble)-Section –II/ STC
5	Signing of Integrity Pact	CWC Regional Office & CONSULTANT	For any work order or in case sum of all work order when PMC fee is liable to be Rs. 2 cr or above. Clause 12- Section-I (instructions to tenderer)
6	Delivery of Service	CONSULTANT as per T&C of Contract Agreement /Tender and requirement of work order.	As per clause 2 including all other related clause STC. Section –II
7	Placement of CFE	Any site of work , CW campus , Regional office, Corporate office	As per clause 2.2.2- STC. Section –II
8	Payment towards delivery of service and deduction of SD	CWC regional office or Corporate Office who has placed work order.	As per clause 2 & 3 including all other related clause STC for payment. Section –II Clause 10 for SD
9	Monitoring, Evaluation of Performance and execution of Extension, LD, Incentive, termination clauses etc.	CWC regional office in consultation with Corporate office, if Corporate office has also placed work order under the contract agreement.	As per clause 4,5,6,7,8,8A & 13 including all other related clause STC
10	Refund of SD, PG etc.	CWC regional office in consultation with Corporate office, if Corporate office has also placed work order under the contract agreement.	As per clause 9 & 10 including all other related clause STC
11	Resolution of Dispute.	Corporate office as per terms and condition of contract.	As per clause 25- STC. Section –II

### 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 acceptance no. \_\_\_\_\_ dated \_\_\_\_\_ and the terms and conditions of the proposed agreement between Corporation and \_\_\_\_\_ (hereinafter called "the said contractor(s)") for the work of \_\_\_\_\_ (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 said agreement.

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

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 and unequivocal.

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

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 time

to time or to postpone for any time or from time to time any of the powers exercisable by the Central Warehousing Corporation against the said contractor(s) and to 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 the bank) previous consent of the Central Warehousing Corporation in writing.
7. This guarantee shall be valid up to \_\_\_\_\_. Unless extended on demand by Central Warehousing Corporation. Notwithstanding any thing mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (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 stand discharged  
Dated the \_\_\_\_\_ date of \_\_\_\_\_ for \_\_\_\_\_  
(Indicate the name of bank).
8. Cover message for this BG has been sent to CWC Bankers i.e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi (IFSC Code: ICIC0000007) through SFMS.



## Meaning of abbreviation used in the 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
EPF	=	Employee Provident Fund
SD	=	Security Deposit
LD	=	Liquidated damage
STC	=	Standard Terms & Conditions of Contract
MORTH	=	Ministry of Road Transport & Highway
DSR	=	Delhi Schedule of Rates
SOR	=	Schedules of Rates
PERT	=	Programme Evaluation Review TechNITue.
MD	=	Managing Director of Central warehousing Corporation.
DEPARTME NT		Central Warehousing Corporation unless specifically mentioned
BG	=	Bank Guarantee
FD/FDR	=	Fixed Deposit Receipt
IPC	=	Indian Penal Code
CFE	=	Consultant Field Engineer –Technical Representative of Consultant at Site of Work.
IISc		Indian Institute of Science
NIT	=	National Institute of Technology
IIT	=	Indian Institute of Technology
T&P	=	Tools & Plants
CAR Policy	=	Bidder'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
Engineer In Charge	=	Chief Engineer or his authorized official who will sign the agreement on behalf of CWC
Project Official	=	Chief Engineer /Superintending Engineer/Engineer in charge
RCC	=	Reinforced Cement Concrete
DLC	=	Dry Lean Concrete
MTC	=	Metric Tonne Capacity

## **Other Definition:**

**Contract: The CONTRACT** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Central Warehousing Corporation and the CONSULTANT, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

The **CONSULTANT** shall mean the individual, firm or company, whether incorporated or not, undertaking the Project Management Consultancy Services and shall include the legal personal representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, firm or company.

The **CONTRACTOR** shall mean the individual, firm or company, whether incorporated or not, undertaking/Executing the construction works and shall include the legal personal representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, firm or company.