



No. CWC CO-ED0ENGG/171/2023-ENGG

Date: 13.10.2023

Subject: Model Tender Document for execution of Miscellaneous Repair /Maintenance, upgradation and Construction works on Annual rate Contract basis....reg. (Zonal AMC) and SOP

1. The Model tender document, duly approved by competent authority, for execution of Miscellaneous Repair /Maintenance, upgradation and Construction works in a cluster of central warehouses/Office Buildings/Township on Annual rate Contract basis is available on CWC website (internal circular sections/ Model Tender Document).
2. This Tender document is split into 4 volumes and schedules as below:

Sr. No.	Volume	Details	
1.	Volume-I (RFP)	Section-I	Notice Inviting Tender (NIT)
		Section-II	Instruction to Bidder (ITB)
		Section-III	Annexure-A (Qualification Norms)
		Section-III A	Tender Forms & Annexures I to VII
2.	Volume-II (GCC)	Schedule I	Form of Contract and General Conditions of Contract Appendix 1 to 7
3.	Volume-III (SOW)	Schedule II	Scope of Work and Appendixes I, II, III Appendix -IV (Technical Specifications of works)
4.	Volume-IV (PB)	Schedule -III	Price bids/ drawings etc

3. The SoP framed for execution of work under this Tender, as approved by Competent Authority (MD), is enclosed and also uploaded on website.
4. This MTD shall be used for procurement of works and services for executing the repair and maintenance works including horticulture and housekeeping services and small value capital works up to Rs.50 Lakh through Annual Rate contract system.
5. The works under AMC contracts are to be executed after approval of AA&ES by competent authority. Contract shall be awarded vide open tender route under the prevailing DoP.

Encl.: As above.

(Roopendra Kumar Sharma)
Chief Engineer

Distribution to:

1. All Regional Managers, CWC
2. GGM (MIS) – for uploading on CWC Website under the tab Internal Circulars> Model Tender Documents.
3. All HODs
4. PS to MD/Dir M&CP/DF/D-Pers, CWC, CO, New Delhi.

Standard Operating Procedure: Executing the works under the Zonal Maintenance Rate contract by regions:

Regional offices shall work out the requirement of infrastructure repair, maintenance and its upgradation including other capital works in each of CW Complex to maintain and provide warehousing space to various depositors as per best industry practices to remain sustainable in current competitive business environment. Periodic maintenance of building and roads is required to have a sustainable infrastructure. Moreover, CWC complex needs to be properly maintained though adequate housekeeping across the complex. Each CW complex should have green belt and properly maintained green garden also.

All such requirements shall be estimated by Engineering section of regional office in consultation with Warehouse Manager, Regional Manager and in reference of various Inspection reports of Warehouses. All such repair and maintenance works including minor capital works shall be done in professional and organized way through a rate contract system except major value capital works (exceeding Rs.50 Lakh) which shall be done through a separate independent contract.

All such rate contract shall be awarded by Regional Office through open tender route. The Contract shall be framed based on Model tender approved by competent authority for zonal maintenance works.

The estimated cost of works (civil/E&M and General Maintenance works and services), likely to be executed, in one center or one cluster of more than one center along with The name & detail address of all such centers shall be explicitly mentioned in the NIT framed for inviting tender.

These Rate contract shall come in to place since issue of letter of award to valid L1 bidder by Regional Manager.

The Works shall be carried out by maintaining the uniformity in Color scheme, Aesthetics of complex, pleasant ambience, presentable infrastructure, green belt and hygiene in offices, toilets etc. The color scheme of the buildings, Godowns & other Civil infrastructure in Complex, as approved by Competent Authority in CWC and conveyed by Engineering division shall be followed uniformly.

Various works under these rate contract shall be executed as per following procedure.

The Signing of contract Agreement:

- (i) Within 7 days of submission of performance bank guarantee (PBG) by Contractor to whom LOA has been placed, an agreement shall be signed to carry out the works and services as per the tender terms and conditions.
The contract will be signed by Regional Manager on behalf of corporation. The time line for submission of PG shall be as per Appendix 7 of model tender document.
- (ii) The contract shall be valid for One year and during the currency of this contract, rates once accepted shall remain firm and shall not vary.
- (iii) Contractor, at the time of signing of contract agreement, shall submit and maintain an email id and mobile number where the Warehouse Manager or Engineer or Regional Manager shall send all work orders, complaints, requirement /call for maintenance & services and will send all correspondence related with work.
- (iv) Contractor shall submit the correspondence related with performance, progress work/ services/ contract to Warehouse Manager, Engineer who so ever has placed work order to him and who is concerned with monitoring of progress and payment related to work.
He will keep Regional Manager informed on all key activities; events progressed in the contract. The email id and mobile number for such correspondence shall be provided by Regional Manager at the time of signing of contract agreement.

Note:

- (a) Warehouse manager shall decide and He shall be responsible for the quantum, time line, measurement and payment related to General maintenance works & services mentioned in the table 1 of Schedule II – Scope of work -MTD and also for any other work which is of Day-to-day repair nature / Preventive Repair & maintenance as explained in MTD (schedule-II).
- (b) Engineer (including Head of Engineering section of the Region) of the region shall decide and He shall be responsible for the quantum, time line, measurement and payment related to works mentioned in the table -2 & 3 of Schedule II – Scope of work -MTD and also for any other work which is of Annual Repair/Preventive nature/special repair nature / upgradation/new construction as explained in MTD (schedule-II).
- (c) Engineer (including Head of Engineering section of the Region) be responsible for all technical checks on the works, quality of works, specification and rates of various item of works to be executed under the contract, and for determining quantity, amount, rates etc of balance works in case of contractual disputes or when any punitive action has to be taken against Contractor as per Contract.
- (d) Regional Manager shall be the contract manager. He will ensure successful implementation of contract so that all infrastructure in CW Complex is effectively maintained and is brought to a presentable stage.

He will give all necessary approval of all such works to be carry out in CW Complex where AA/ES falls in his DOP. He will monitor the financial commitments in the contract and will release the payment. All punitive actions, recoveries etc. shall be taken up by Regional Manager. Decision of Regional Manager shall be final in case of any confusion related to placement of work order and execution of works and payment related with it.

A) Initial Inspection of Complex and Building survey

- (i) Within 7 days of placement of LOA, an Initial inspection shall be carried out jointly by Warehouse Manager/ Engineer and Contractor along with his team of Engineers (principal technical representative) to particularly asses the requirement of all maintenance works & services which are required to be carried out in CW Complex as well all upgradation and new capital construction works (from table 1,2 & 3 of Schedule II – Scope of work -MTD). The works required to be carried can be accessed with reference of Checklist of minimum requirement of Infrastructure & its Maintenance mentioned in Appendix -III of Schedule II – Scope of work -MTD.
- (ii) Contractor will be asked to deploy the engineer having the qualifications mentioned in the contract for carrying out the Measurement of area where general maintenance / repair & maintenance works / services are required.
The measurement of the required Repair & maintenance activities shall be done along with Joint inspection.
The Contractor, within 10 days of initial inspection, shall submit to the Regional Manager the detailed estimates of quantities mentioning the type of the works / services required to be carried out in the CW Complex.
- (iii) Initial Inspection and Measurement of quantities for preparation of estimates shall be done by Warehouse Manager and Contractor's Engineer Jointly.
- (iv) The estimated quantities to be executed shall be assessed meticulously by Contractor's Engineer, and any variation beyond plus minus 10% in each item of work should not be acceptable to CWC. The Regional Manager at its own discretion may place separate work order for executing additional quantities

(beyond estimates provided by Contractor's Engineer) or may or may not do the payment of any kind of excess work done beyond the +110% of the quantities mentioned in work order based on estimates provided by Contractor's Engineer.

B) Placement of Work Order:

- (i) Warehouse manager or Engineer will verify the quantities submitted by Contractor's Engineer and will assess actual requirement of general maintenance / special/ preventive/ annual repair & maintenance/ upgradation work/ service. Work orders may be placed based on estimated quantities and requirement of work accordingly.
- (ii) Warehouse Manager or Engineer will be the officer in charge of the Corporation and shall work as Representative of Corporation /Regional Manager under the contract.
Warehouse Manager will place the work order to the contractor to carry out the works / delivery of the services for the category of works enumerated in table 1 and Engineer will place the work order for works enumerated in Table 2 /3 above, based on the estimates provided by Contractor's Engineer.
In the cases, where Estimates of Contractor's Engineer are not required or when not asked by Regional Manager, Estimates shall be prepared by Warehouse manager and Engineer for works/services of category mentioned in Table 1 and 2/3 respectively. Work orders shall be placed in all such cases based on such estimates only.
- (iii) No work, under the contract, shall be taken up without A/A & E/S by the competent authority (as per DOP) wherever any expenditure is involved. Warehouse manager/ Engineer in charge, before placing the work order to the contractor, will obtain necessary administrative approval and expenditure sanction (AA/ES) from Regional Manager, or other competent authority as per DOP for carrying out the works and services under this contract.
In case of urgent/ unforeseen works, cropped up due to exigencies like restoration of power or water supply, drainage /sanitary related services or any similar essential services, warehouse manager may order the contractor to commence the work under intimation of Regional Manager. All such cases may be ratified by RM at later stage before release of payment.
- (iv) Warehouse manager/ Engineer in charge may place (N) number of work orders at any time during the contract period.
- (v) No work order for the works mentioned in Table 2 or 3 shall be placed if estimated value of works/services is less than Rs. 10,000/-In such cases, until and unless, it is not urgent, these works can be clubbed with other planned repair/maintenance works in due course in CW Complex
Value of works to be ordered under this contract should not be more than Rs. 25 Lakh in each case.
- (vi) Warehouse Manager shall place initial but one time work order, covering entire contract period, for commencing the General Maintenance services viz Horticulture works & services and housekeeping services. Warehouse Manager shall decide & intimate to the contractor about the area where these services shall be performed by Contractor and shall designate the place of disposal of garbage (Secondary collection chamber), Green belt, gardens within CW Complex. However, in case of special drive or during exigency of services or when additionally required, Warehouse Manager may place separate work order for delivery of such services stipulating the area, time line and requirement /quality parameters etc.
- (vii) It shall be ensured that Contractor is deploying sufficient resources viz skilled/

semiskilled/ unskilled manpower (as per requirement based on nature of services) along with worker tools & machineries, consumables etc. such that the housekeeping and horticulture services are delivered effectively and efficiently as per the frequencies stipulated in Contract / MTD.

- (viii) All work orders placed to the contractor will explicitly contain and stipulate:
- Work order reference number, date of placement and name with signature of the officer placing the work order.
 - Name of the work, services to be delivered along with place or area and estimated quantities.
 - The period of completion and due dates of commencement and completion. Scheduled date of handing over of work front to contractor.
 - Total estimated amount based on the quantities stipulated in the work order.
 - The reference of quantity estimates whether estimated by Contractor or estimated by CWC Engineer/ Warehouse Manager.
 - Nature of work -Revenue or Capital; day to day /annual/ special/ preventive/ upgradation / new construction.
 - Warranty period and Retention money (security deposit) to be recovered.
- (ix) Separate work orders shall be placed for different area/ place of work, for different nature of works for easy in monitoring and implementation. Work orders for revenue works and capital works shall be placed separately.
The work orders for general maintenance works & services as per table 1 of Schedule II – Scope of work -MTD, shall be placed separately and work orders of repair & maintenance or construction / upgradation works shall be placed separately.
For example, work order for cleaning Jungle, for replacement of Rolling shutters and for plugging the leakages from drain line and for construction of a ramp etc shall be placed separately as their area of work in complex is different and nature of work is also different.
- (x) One work order may include different items of work to be carry out to complete the works satisfactorily. All item of work will be described with specifications to be followed and quantities to be executed.
- (xi) All the work orders shall be placed to the contractor during the currency of the contract only.
Work order during last Three month of contract period can be placed only for proportionate residual period & amount. For example- for a contract period of 12 month, with contract value of Rs. 100 Lakh, the work order during 10th month onwards can be placed as below.
If 20 days are balance in expiry of contract period, then work order can be placed of value Rs. $100/365*20$ Lakhs = 5.48Lakh or lesser.
However, during last 15 days of contract period, no work order shall be placed for carrying out special/preventive repair & maintenance or upgradation or new construction works. However, day today repair works or General Maintenance works can be ordered by warehouse manager considering the time required to complete the works and actual days balanced before expiry of contract period.

C) Execution of works/delivery of Services:

- (i) The contractor should engage only experienced technical representatives of concerned discipline in the CW Complex, who should have full knowledge of work and are capable of getting executed the work and removing defects, as pointed out by the Engineer or Warehouse manager or Regional manager. Deployment of the technical representatives and recovery, in case the contractor fails to do so, shall be in accordance with the Appendix 7 of Schedule I of MTD.

- (ii) It is to be ensured by adequate monitoring that contractor carries out the works and deliver the services as per the scope of work, the specifications and requirements stipulated in the work order.
- (iii) The contractor should take levels and record them in prescribed Level Book before commencement of work. Levels taken should be got verified by CWC Engineer or his representative.
- (iv) Contractor and warehouse manager shall keep regional office (RM and Engineer) informed on progress of various works being executed by contractor. The verification of quantities of works executed, measurement of works and assessment of quality shall be done by Engineer / Warehouse Manager as per the terms & conditions mentioned in Contract and Indian code of practices, specifications of CPWD etc.
- (v) A monthly report shall be submitted by warehouse Manager and Engineer in charge to Regional Manager through Account section of RO, stipulating the total amount of work order placed and payment done to contractor during the Month.
- (vi) RM shall monitor the financial commitments under the contract and ensure that expenditure, under one contract, does not exceed beyond permissible limits mentioned in tender document/GCC.
- (vii) It should be ensured that all works ordered at a time are executed by Contractor as per time line stipulated in Work order by commencing works simultaneously in all places through parallel and independent team. Sequencing and phasing of works should not be accepted due to non-availability of manpower/material/T&P etc.
- (viii) The contractor shall be asked to make his programme for completion of work in consultation with the Warehouse Manager/ Engineer who has placed the work order, keeping in view the unavoidable hindrance & warehouse Operations.
- (ix) Warehouse manager will certify the measurement of the all works completed / and services delivered for the work order placed by him.
- (x) When work order is placed by HOE (in case of more than One Engineers at RO), Any Engineer (irrespective of rank), assigned to look after works in CW Complex by Regional manager, shall carryout 100 % inspection of works completed and shall satisfy himself on the quality of works executed and will certify the 100 % of measurement of work executed.
HOE shall do inspection to the tune of 10 % of all works executed and will do inspection of all critical, key important works and shall satisfy himself on the quality of works executed and shall certify the measurement of the works completed and services delivered to the extent of 10 % of gross amount of work done.
- (xi) The decision of Head of Engineering Section at RO shall be final towards the measurement of actual work completed in case of works of category mentioned in Table 2 & 3 of Schedule II – Scope of work -MTD.
- (xii) The decision of Warehouse Manager shall be final towards the measurement of actual work completed in case of works of category mentioned in Table 1 of Schedule II – Scope of work -MTD.

D) Payment of RA Bills/Final Bills

- (i) Payment of contractor 's bill shall be done by Regional Office as per provision of clauses of Contract.
- (ii) The bills shall be paid upon receipt of documents mentioned in the Contract. However, in special circumstances, the Regional Manager may waive of this requirement and with his approval, the RA bills can be accepted and payments can be done as per the procedure mentioned in the Contract clauses.

However, the final bills can be released only after compliance of all provisions stipulated in contract.

- (iii) Finance & Account section at Regional Office shall account the works in appropriate head revenue or Capital as per accounting policy of corporation.

Procedure to be framed for billing:

- (i) Incorrect measurement by Contractor, actions to be taken: If in case during test check or otherwise, it is detected by the Warehouse Manager/ Engineer that Contractor has claimed or recorded any exaggerated measurement or has claimed or recorded any false measurement for the works which have not been executed; amounting to variation of 5% or more from actual work done, any exaggerated measurement, false claim shall not be paid and additional punitive actions shall be taken as following:
- a) On first occasion of noticing exaggerated/ false measurement, Warehouse Manager/ Engineer shall give a warning to contractor for not repeating it in future but upon repeated failure, in recording correct measurement by contractor, despite warnings, Regional Manager may terminate the contract on ground of fraudulent activities by contractor and may take action as per terms and conditions of contract.
- (ii) For works, where stipulated period of completion is more than 1 month or more, running/on-account payments can be made based on detailed measurements recorded in the measurement books for the actual work executed. Contractor shall be asked to raise the bills on monthly basis, (say during 1st week of each month or as decided mutually between Regional Manager and Contractor) incorporating certified measurement of all works/services completed during previous month.
- (iii) For works/services, where stipulated period of completion is up to 1 month and in case of General Maintenance works/services, only final payment upon satisfactory completion of works/ delivery of services may be done on monthly basis. Contractor shall be asked to raise the bills on monthly basis, (say during 1st week of each month or as decided mutually between Regional Manager and Contractor) incorporating certified measurement of all works/services completed during previous month.
- (iv) Bills will be submitted by the contractor as per Bill Proforma enclosed through CWC online bill tracking system (BTS) only to the Regional Manager.

For sake of clarity, it is explained that:

For example,

- a) If, during the month of September, from 1st Sept to 30th Sept, Warehouse Manager, place 10 work orders on different dates, for delivering the services under General maintenance works mentioned in Table 1 and contractor completes 8 services, in all respect, he will record the measurement of each of services under separate EMB for each work order ie 8 Nos. and warehouse manager will verify and accept the measurement recorded in each such EMB (8 Nos.)

Then, Contractor will raise the monthly One bill between 1st October to 7th October, incorporating all measurements certified and accepted by Warehouse Manager (8 Nos.) along with certified copies of EMBs and Copy of work orders.

- b) If, during the month of September, from 1st Sept to 30th Sept, Engineer, place 3 work orders (X, Y,Z) on different dates, for completing R&M works mentioned in Table 2 with stipulated completion period of 21 days and contractor complete 2 works up to 30th September, in all respect (Say X and Y) and 3rd work (Say Z) on 6th October, he will record the measurement of each of works completed during the

month under separate EMB for each work order ie 2 Nos (for X and Y) and AE/EE will verify and accept the measurement recorded in each such EMB (2 Nos.)

Then, Contractor will raise the monthly One bill between 1st October to 7th October, incorporating all measurements of completed works certified and accepted by AE/EE (2 Nos. for X and Y-first & final bill) along with certified copies of EMBs and Copy of work orders.

The Contractor, will raise the bill between 1st Nov to 7th Nov against 3rd work (Z-first & final bill) completed in October along with all other works completed during the month of October.

- c) If, during the month of September, from 1st Sept to 30th Sept, Engineer, place 3 work orders (X, Y, Z) on different dates, for completing R&M works mentioned in Table 2 such that stipulated completion period of works X and Z is 21 days and of Y, it is 45 days, and if, contractor complete only 1 works up to 30th September, in all respect (Say X) while, 3rd work (Say Z) is completed only partially up to 30th Sept and is completed satisfactorily in all respect on 6th October, and He completes 2nd work (Y) only partially (say 40 %) upto 30th Sept, he will record the measurement of each of works completed during the month under separate EMB for each work order ie 2 Nos (for X and Y) and AE/EE will verify and accept the measurement recorded in each such EMB (2 Nos.)

Then, Contractor will raise the monthly Two separate bill between 1st October to 7th October, incorporating all measurements of completed works certified and accepted by AE/EE (1 Nos. for X-first & final bill) along with certified copies of EMBs and Copy of work orders.

He will submit One monthly RA bill between 1st October to 7th October, incorporating all measurements of completed works certified and accepted by AE/EE (1 Nos. for Y-RA bill -1) along with certified copies of EMBs and Copy of work orders.

The Contractor, will raise the bill between 1st Nov to 7th Nov against 3rd work (Z-First and Final bill) completed in October along with all other works completed during the month of October.

E) Quantity deviations, Additional /extra/substituted Items and supplementary work orders;

- (i) Any item of work/ services not mentioned in the price schedule but required to be executed, shall also be incorporated in the work order and when the quantity of individual items mentioned in work orders varies, the increased quantities shall be executed to the extent as per provision of contract and rates of such Quantity deviations, Additional /extra/substituted Items shall be decided by Engineer based on the provision of various sub clauses under CL 29 of Schedule - I of Contract.

F) The Contract Value and repropotions of amount / escalation in contract value.

- (i) The Contract Value shall be the amount accepted by CWC for Award of contract as mentioned in Letter of award and it is variable based on actual ordered value during contract period.
- (ii) The value of any kind of general maintenance/day to day/ annual / special / preventive repair & maintenance works may vary upto any extent, for any center / cluster of centers, provided that original Contract value does not exceeds by 125%
- (iii) Regional manager may decide and may repropotion the total expenditure to be carried out in any center based on the actual requirement of works & Services in that center.
- (iv) In case, if it is found that actual requirement of general maintenance/ repair& maintenance/ upgradation works is more than forecasted /estimated value of

such works/Services in any center, the Regional Manager may revise and update the contract amount up to 125% of original contract value without extending the contract period.

- (v) Similarly, based on actual requirement of works, the value of works may also be reduced in any center / cluster of centers but Regional Manager may ensure that works equivalent to 50 % of original contract value is carried out. In case the total value of works/services ordered under this contract remains below 50% of original contract value, CWC shall not be liable to pay any compensation for reduction in scope.
- (vi) If the amount fixed for maintains work has been consumed before the expire of one year, then a separate tender will be called for carrying out the balance maintenance works during the year.
- (vii) If any work is delayed on part of contractor, no extension for completion of such works shall be granted if it requires the extension of original contract period or further Extension of extended contract period (if already extended under clause 13 of Schedule I of Contract). Contractor shall be required to complete the works within contract period itself. In case of non-completion of works within contract period, it shall be termed as breach of contract and Contractor's PG shall be forfeited and Contractor shall be debarred as per for non-completion of work as per policy of corporation.

G) Register of works undertaken under special repairs, Annual repair, Preventive Maintenance, and upgradation

- (i) A register (in digital form) shall be maintained at warehouse and Regional Office incorporating all calls/ complaints/ requirements/ work order placed and works executed/denied by contractor. Works of various nature like day-to-day repairs, special repairs, Annual repair, Preventive Maintenance, and upgradation, new construction etc under the contract.
- (ii) Record shall be kept of the horticulture works undertaken under Special repairs.
- (iii) The register (in digital form) shall be maintained clearly mentioning the name of work, Date & Amount of work orders placed to the contractor and the services / delivered / work completed / denied/failed and payment made to the contractor, LD levied, recovery dues, SD deducted /refunded etc. against each work order. Copy of all work orders, A bills, payment & Completion certificate shall be linked with this Register.
- (iv) The register (in digital form) shall be maintained by warehouse manager for all works & services in Table 1 and by Engineer in charge for all works in Table 2 and 3 above.

H) Actions by Warehouse Manager/Engineer as Officer in charge:

For avoidance of doubt, it is clarified that wherever actions stipulated in various clauses of contract , are mentioned for Officer-in-Charge, it shall mean that Warehouse Manager shall take actions and is responsible for same and Contractor is liable to submit and report the actions to him for the works where work order is placed by Warehouse Manager and similarly, the Engineer shall take actions and is responsible for same and Contractor is liable to submit and report the actions to him for the works where work order is placed by Engineer.