



केंद्रीय भंडारण निगम
(भारत सरकार का एक उपक्रम)

CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

Corporate Office	4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016, Ph. No. & Fax No. (011) 49857894 Email Id: engg.cwhc@cewacor.nic.in
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E- Tender

Tender Reference Number: (E NIT_CWC/CO/Engg./2023-24/15)

Name of Work:

Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi.



CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

Corporate Office, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi
Engineering Division:PH-011-49857894, E-mail: engg.cwhc@cewacor.nic.in

NO. (E NIT_CWC/CO/Engg./2023-24/15)
E-TENDER NOTICE

CWC invites on-line and open to all - E-tenders from the contractors for:

SL	Name of Work	Estimated Cost/ (Rs. Lakh)	Last date of on-line submission
1.	Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi.	65.46	20.02.2024 15:00 Hrs.

Detailed Tender Notice along with Conditions of Contract and Notice Inviting E-Tender may be seen and downloaded from the CWC's website www.cewacor.nic.in or e-tender website www.cwceprocure.com or CPP Portal <https://eprocure.gov.in/cppp/>.

Further Corrigendum/Addendum to this Tender, if any, will be published on above websites only and any Press advertisement in Newspapers shall not be issued for the same.

Chief Engineer

NOTICE INVITING TENDER**NO. (E NIT_CWC/CO/Engg./2023-24/15**

(E-tendering Mode)

The Central Warehousing Corporation, through the Chief Engineer of the Central Warehousing Corporation, (CWC), at Corporate Office, Hauz Khas, Delhi (hereinafter referred to as the Procuring Entity and 'Chief Engineer' respectively), invites online e tenders (hereinafter referred as the 'bid(s)') for entering into an Annual Rate Contract for Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi. (hereinafter referred to as 'the Works').

This Request for Proposal for procurement having reference number, Tender No. (E NIT_CWC/CO/Engg./2023-24/15) (hereinafter referred to as 'the Tender Document'), gives further details.

1. The Tender Document**1.1. Bidders must read the complete 'Tender Document'.**

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. However, Bidders must go through the complete Tender Document for details before submission of their Bids.

1.2. Availability of the Tender Document

The Tender Document shall be published on the the CWC's website www.cewacor.nic.in or e-tender website www.cwceprocure.com or CPP Portal <https://eprocure.gov.in/cppp/> . It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. Unless otherwise stipulated in TIS, the Tender Document can be downloaded from CWC website www.cewacor.nic.in or from CPP portal free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall *not* be extended. Any query/clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk (contact details given in TIS).

1.3. Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 7 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

2. Eligibility Criteria for Participation in this Tender

The participation in this Tender Process is open to all bidders who fulfill the 'Eligibility' and 'Qualification criteria. Bidder should meet the following eligibility criteria of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfillment of Eligibility Criteria in along with PQ Form enclosed in the ITB Section IIIA

Bidder unless otherwise stipulated in TIS/ ITB:

1) must be:

- (a) a natural person or private entity or public entity (State-owned enterprise or institution),
- (b) not be (or proposes to be, a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).

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- (c) a contractor having technical experience and Financial Soundness, to the extent minimum required for eligibility of this tender and office as mentioned in Annexure A
- (d) having valid registration regarding GSTIN, PAN.

2) must:

- (a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
- (b) (Including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract):
 - i. Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or
 - ii. Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
 - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
 - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
 - iii. Not have changed its name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.
 - iv. Not have an association (as a bidder/ partner/ director/ employee in any capacity) of: any retired Manager (of Gazetted Rank) or any retired Gazetted Officer of CWC or of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organization.
 - v. And of the near relations of executives of Procuring Entity involved in this Tender Process including Head of Engineering / Finance/ Purchase/Business Section, Executive Engineer, Assistant Engineer of Regional Office and Corporate Office.
- (c) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

- 3) must fulfil other additional eligibility conditions, viz Qualification norms, bid compliance, Bid security etc. as prescribed, in "Annexure-A" of Tender Document.
- 4) must provide such evidence of their continued eligibility to the Procuring Entity if so requested.
- 5) from specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed in the ITB-clause3.3.

3. **Purchase Preference.**

No price preference or purchase preference shall be given to any bidder except valid L1 bidder quoting reasonable rates. Due to Nature of Scope, all works shall be awarded to valid L1 bidder (who has quoted reasonable rates) only without splitting it among others.

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4. **Pre-bid Conference:**

If so indicated in TIS, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

5. **Submission of Bids:**

- 1) **Bids must be uploaded only on CWC E procurement portal i.e. www.cwceprocure.com** till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.
- 2) No manual Bids shall be made available or accepted for submission. Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- 3) **EMD** of amount as mentioned in TIS /ITB to be paid in favour of Central Warehousing Corporation, New Delhi only through e-payment gateway of e-procurement & receipt of same should be scanned and uploaded on the e-tendering website www.cwceprocure.com along with e-tender documents.
- 4) **Cost of tender (Non-refundable)** as mentioned in TIS /ITB to be paid only through e-payment gateway of e-procurement system. Proof should be submitted/uploaded with the tender.
- 5) **Tender processing fee (Non-refundable)** would be paid mandatorily to M/s ITI Ltd. through e-payment on the portal www.cwceprocure.com
- 6) **Integrity Pact:** If so indicated, in the TIS/ ITB, all Bidders shall have to sign the Integrity Pact with the Procuring Entity as per 'Annexure-V: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected.

6. **Bid Opening**

Bids received shall be opened online at *the specified date and time given in TIS*. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

7. **Disclaimers and Rights of Procuring Entity**

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

- a) reject any or all the Bids, or
- b) cancel the tender process; or
- c) abandon the procurement of the Services; or
- d) issue another tender for identical or similar Services

Note: For further details, please refer to appended TIS and the complete Tender Document volume II & III

Chief Engineer

Enclosures:

Appendix: Tender Information Summary (TIS)

Instructions to Bidder (ITB)

Volume II: Schedule I – Form of Contract and General Conditions of Contract with Appendixes

Volume III: Schedule II- Scope of Work, Technical Specifications and Appendixes

Volume IV- Schedule III- Price Schedules

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Appendix to NIT: Tender Information Summary

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Name of Work	Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi.		
Tender Reference Number	E NIT_CWC/CO/Engg./2023-24/15		
Tender Type	Open Tender – Domestic		
Tender Category	Works		
Bidding System	Single Stage in Two Bid System		
Form of Contract	Schedule wise rate		
No. of Covers	Two Covers		
e-Reverse Auction to be held after financial bid opening	No		
the Procuring Organization/ The Procuring Entity:	Central Warehousing Corporation		
Authority on whose behalf Tender is invited	Managing Director	Through	Chief Engineer
Tender Inviting Authority (TIA)	Chief Engineer		
Address	4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016, Ph. No. & Fax No. (011) 49857894 Email Id: engg.cwhc@cewacor.nic.in		
Appointing Authority for Arbitration	Managing Director (CWC)		
2.0 Requirement Details			
Contract Period:	One Year (including monsoon)	Major Mile stones / Stages	As per work orders placed under contract
Completion Period	As per various work orders placed under contract	Consequence of delay	As per Schedule I -GCC cl 10 and cl 24 and Schedule II-Scope of work – Appendix II
Price Schedule	Schedule-I: Items of Daily Maintenance Works Schedule-II: Items of Annual Maintenance Works Schedule-III : Items of Works based on DSR (Civil) – 2022 & Market Rates		
Indicative HSN Code/ GST No.:	995419/07AAACC1206D2ZH		
State / Work place of construction:	CWC's Corporate Office, Hauz Khas, Delhi		
Address: Work Place /Site	As per Contract Conditions (Clause 7 , Volume III)		
Nearby Major Railway Stations.	As per Contract Conditions (Clause 7 , Volume III)		
Nearest City/District	As per Contract Conditions(Claue 7 , Volume III)		
Nearest Airport	As per Contract Conditions (Clause 7, Volume III)		

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3.0 Critical Dates			
Published Date	12.02.2024	Bid Validity (Days from the date of Tender Opening) –	90 days
Document Download Start Date & Time	12.02.2024 15:00 Hrs.	Document Download End Date & Time	19.02.2024 15:30 Hrs.
Clarification Start Date & Time	13.02.2024 15:00 Hrs.	Clarification End Date & Time	16.02.2024 15:30 Hrs.
bid Submission Start Date & Time	12.02.2024. 15:30 Hrs.	bid Submission Closing Date & Time	20.02.2024. 15:00 Hrs.
Tender Opening (techno-commercial bid) Date & Time	20.02.2024. 15:30 Hrs.	Tender Opening (Financial bid) Date & Time	Shall be intimated later vide E procurement portal only to Qualified Bidders.
4.0 Eligibility to Participate (see NIT-clause 2 and ITB-clause 3.2 and Section III)			
Nature of Bidders eligible		[Individual / Firms / Company]	
Any kind of Joint venture		[Not Allowed]	
Total Turnover	As per Annexure-A		
Technical Experience in Similar Nature of work completed within time and without (LD)	As per Annexure-A		
Bidder Office Requirement	As per Annexure-A		
Other declaration and Power of attorney (as applicable)	Mandatory - Annexure-IV and Form E (bidder eligibility),		
5.0 Thresholds for Eligibility to Participate and Preference under Make in India Policy			
Is the requirement divisible for purchase preference		[No]	
Would the contract be split among more than one bidder		[No]	
6.0 Obtaining the Tender Document and clarifications			
E Procurement Portal from where tender to be purchased, submitted and where tender shall be opened.		www.cwceprocure.com	
Other web sites from where tender can be downloaded for references/ study etc.		www.cewacor.nic.in	

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helpdesk for Document availability and submission		M/s Indian Telephone Industries Limited, C-62, 2nd Floor, Preet Vihar, Opp. Metro Pillar 79, New Delhi-110092. May also call at Help Desk : 080-45811365 , 080-45982100 Email ID : cwceproc@etenderwizard.com	
Cost of Tender Document (INR)		Rs. 1180/-	
Office/ Contact Person/ email for clarifications		Sh. Gurpinder Singh Email-engg.cwchc@cewacor.nic.in ; Tel-011-49857894/ 9950881527	
7.0 Pre-bid Conference			
Place, time, and date of the Pre-bid Conference		[No]	
8.0 Preparation and Submission and Opening of Bids			
Bids to be Addressed to		Central Warehousing Corporation, Through Chief Engineer, CWC's Corporate Office, Hauz Khas, Delhi	
Tender Opening Place		Only On e-procurement portal(s) mentioned above	
Alternate Bids allowed or not		[Only one bid meeting the conflict-of-interest criteria (as mentioned in this document) shall be considered as valid from a bidder.]	
9.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded			
Physical documents required/ permitted to be submitted		Not allowed and will not be entertained	
10.0 Bid Security and Performance Security			
EMD	Rs. 1.31 Lakhs	<ul style="list-style-type: none"> to be paid in favour of Central Warehousing Corporation, New Delhi only through e-payment gateway of e-procurement & receipt of same should be scanned and uploaded on the e-tendering website www.cwceprocure.com along with e-tender documents. No Exemption from EMD to bidders from MSME/ Start-ups etc. 	
Performance Security		Through Bank Guarantee Amount and time line as per Appendix-7 of Schedule-II	
Additional Clauses		As per Appendix-7 of Schedule-II enclosed with Instructions to Bidder (ITB)	
Integrity Pact to be Signed and Submitted along with bid	<i>Not applicable for this tender</i>	Independent External Monitor, Name and Contact Details	The CORPORATION has appointed Sh. Sudhansu Sekhara Mishra,B-3/3, E-112, Falcon Residency Apartment, Near KIIT, Patia,Bhubaneswar-7, Dist. Khuda, Odisha an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

Section II: Instructions to Bidders (ITB)

1. The Tender Document

1.1. Basic Tender Details

This Tender Document details the terms and conditions for entering into a contract for execution and completion of work as per scope mentioned in schedule A (price schedule), Scope of Works etc covered by General Conditions of contract (GCC), Special conditions of contract (SCC) and Technical conditions of contract (TCC).

Bidders must go through the Complete Tender Document for further details.

'Tender Information Summary' (TIS) is appended to Section I: Notice Inviting Tender (NIT) for ready reference.

1.2. Interpretations, Definitions, Abbreviations and Document Conventions

details Tenets of interpretation, Definitions, Document conventions and Abbreviations, mentioned in this section shall also apply to the rest of the Tender Document.

1.3. Overview of Contents

- 1) The Sections, Forms, Annexures, Appendix and Formats etc comprising this Tender Document are described in ITB-clauses 1.4. The BOQ file (Price schedule) & site (CWC's Corporate Office) Lay out Plans are separately available on the eProcurement Portal and is also part of this Tender Document. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOQ file or other files that comprise this Tender Document.
- 2) Bidder must submit the bid in the Forms/ Formats mentioned in Section III (A) under ITB clause 1.4 below. The documents as mentioned in other sections under ITB-clause 1.4 below need not be signed or returned by the bidders; however, Bidder must declare in his affidavit as per format enclosed in Annexure IV of Section IIIA, that he has read, understood, complied, and stands bound by all requirements of the tender document:

1.4. Sections of the Tender Document

1.4.1 Sections of the Tender Document

The Tender Document contains the following sections mentioned in four different volume, which are described in subsequent sub-clauses:

Volume I:

1. E -Tender Notice.
2. Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)
3. Section II: Instructions to Bidders (ITB)
4. Section III: Qualification Norms.
5. Section III(A): Tender Forms & Annexures-I to VII to be filled by bidder

Volume II-

6. Form of Contract Agreement
7. Schedule-I: General Conditions of Contract (GCC)
8. Appendix-1: Performance Bank Guarantee Format
9. Appendix-2: Substance Abuse Conditions
10. Appendix- 3: Certificate of Compliance with Code of Business Ethics
11. Appendix-4: Rules for the Protection of Health and Sanitary Arrangements for Workers
12. Appendix-5: CPWD Contractor's Labour Regulations and related appendixes
13. Appendix-6: Labour Laws Compliance and Obligations
14. Appendix-7: Various Operational Clause Summary

Volume III-

15. Schedule-II: Scope of Work
16. Appendix-1: Important Conditions
17. Appendix-2: General Maintenance Manual and Maintenance service Quality Requirements

Volume IV-

18. Schedule- III: Price Schedules-Sub-Schedules

2. Procuring Entity - Rights and Disclaimers

2.1. The Procuring Entity

Central Warehousing Corporation having its corporate office at New Delhi also called (CWC) is the Procuring Entity and Bids are to be addressed to the Central Warehousing Corporation, through the officer designated and mentioned in 'Appendix-7 of Schedule-II'.

The officer designated and mentioned in 'Appendix-7 of Schedule-II' is a Tender Inviting Authority (TIA) and he is the designated officer for inviting the tender and clarifying this Tender Document.

He shall also be Contract Manager and shall discharge designated function during contract execution through his authorized representative (Engineer) and Team.

Chief Engineer shall be the tender accepting authority.

The Authority who has invited the tender shall place the letter of award and shall enter into contract agreement with successful bidder after following due procedures and approval of Tender accepting authority as per delegation of power in CWC.

2.2. Right to Intellectual Property and confidentiality:

- 1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
- 2) However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
- 3) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
- 4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
 - a) now or hereafter is or enters the public domain through no fault of Bidder.
 - b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
 - c) otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

2.3. Right to Reject any or all Bids

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

The Competent Authority on behalf of The Procuring Entity does not bind himself to accept the lowest or any other offer and reserves to himself the authority to reject any or all the tenders received without assignment of any reason.

The Competent Authority on behalf of The Procuring Entity does not bind himself to accept the lowest tender and reserves to himself the right of accepting the whole or any part of the tender and the Bidder shall

be bound to perform the same at the rate quoted.

2.4. Disclaimers

2.4.1 Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

2.4.2 Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

2.4.3 Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

2.4.4 Regarding Tender Document:

- 1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

3. Bidders – Eligibility and Preferential Policies

3.1. Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' stipulated in the Tender Document.

3.1.1 Sub-Contractors

Subject to the restrictions outlined in this Tender Document, any Bidder may propose to sub-contract a part of the contract for specialized items of services, provided that the names and details of the sub-contracts are clearly stated in the bid submitted by Bidder and provided further that such sub-contractor should not circumvent the eligibility condition laid down below. Procurement of material, hire of equipment or engagement of labour shall not be considered as sub-contracting. Despite any approval granted by the Procuring Entity for such arrangements, the Bidder/ Contractor shall be solely and directly responsible for executing sub-contracted portions of the contract.

Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of

contract.

The Bidder, apart from being a contractor of appropriate class may associate himself with agencies of the other appropriate class which are eligible to tender for (i) Electrical, (ii) Sanitary and Water Supply Installation, (iii) Fire safety installation works, (iv) Horticulture and others specialized works, if any in the scope.

3.2. Eligibility Criteria for Participation in this Tender

Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed herein. Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Eligibility Declarations along with their PQ forms.

ELIGIBILITY CRITERIA: Contractor who fulfils the following requirements shall only be eligible to quote the rates.

- 1) Submit responsive technical bid comprising of Mandatory documents (towards proof of qualification as well) and other documents as prescribed herein.

A. Mandatory –submission of Following mandatory documents.

- 1) EMD, Cost of Tender & Tender Processing Fees: As per "TIS"
- 2) Technical Experience & Performance Certificate: As per Annexure-A
- 3) Financial Soundness and Turnover: As per Annexure-A
- 4) Affidavit for Compliance/declaration by Bidder: As per Annexure-A
- 5) Bidder must have Office, on the latest due date of tender submission in NCT of Delhi.
For this purpose, valid GST number of Delhi shall be considered as proof of office address and bidder needs to submit along with technical bid. Bidder need to submit the Other Supporting documents, i.e. rent agreement/ property ownership document (belonging to office address at the time of contract signing.
- 6) Eligibility declaration form as per NIT-clause 3 and ITB-clause 3.2 under form -E of this PQ Performa
- 7) Bidder shall submit a Power of Attorney* AND/ OR Board Resolution in favour of signatory(ies) duly attested by the Notary as per ANNEXURE III. {This format is for guidance only and deviation in the wording can be accepted.}. The power of Attorney shall be mandatory. However, if not submitted, **Corporation may carry out call of clarification for soliciting Power of Attorney/ Board Resolution.**

B. Other –submission of Following other Documents –

- 1) Integrity Pact: Bidder will have to sign the Integrity Pact as per proforma at ANNEXURE-V for contracts having estimated value of Rs. 3 (three) crore or more and duly signed copy has to be submitted with the tender.
- 2) Net Worth: Bidder should submit with the tender the Positive Net Worth Certificate, duly certified by a practicing Chartered Accountant as per ANNEXURE I, based on the accounts for the latest financial year, i.e., Profit & Loss Account and Balance Sheet.
- 3) GST Registration: Contractor must have valid GST Registration Certificate from the concerned authority (as applicable) and copy to be enclosed with the tender.
- 4) PAN Card: Bidder must enclose copy of PAN Card along with the tender.
- 5) PF Registration: Bidders must have valid PF Registration Certificate from the concerned authority and copy to be enclosed with the tender.
- 6) Organization Details:
 - In case the Bidder is a Proprietorship Firm, they will submit an affidavit as per ANNEXURE II.
 - In case the Bidder is a Partnership Firm, a certified copy of the partnership deed shall be submitted by the Bidder.

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- In case the Bidder is a Company (whether Private or Public), a certified copy of Certificate of Incorporation together with Memorandum and Article of Association shall be submitted. Certificate of Registration with Registrars of Company (ROC) in case of Ltd. / Pvt. Ltd. Company / PSU, if required shall be submitted by the Bidder.
 - In other cases, certified copy of Certificate of Incorporation shall be submitted by the Bidder.
- 7) Declaration of near relative: Bidder shall submit a declaration about their near relative as per ANNEXURE-VI
- 8) Declaration to be given by the bidder for works in Hand (in progress) on letter head of firm (ANNEXURE- VII).

***Power of Attorney:** Notwithstanding anything contained in the Clause above, the Bidder shall execute the Power of Attorney (POA) in prescribed format as mentioned in ANNEXURE III and shall conform to the following –

- a) A company, while executing Power of Attorney must make conformity with the Board Resolution and the charter documents giving the power to issue the said Power of Attorney including further sub-delegation of the same by the said POA holder only.
- b) Unless notified in writing to the Tendering Authority, the Authority shall recognize only that POA holder for the purposes of tender submission and matters related thereto whose notice and necessary POA document was submitted to the Authority at the time of tender submission.
- c) While for a Partnership Firm, either all the partners of the partnership firm shall execute and confirm the Power of Attorney if executed or there shall exist a Power of Attorney in favour of the Partners executing the Power of Attorney for the delegation of power on behalf of the Bidder.
- d) The Power of Attorney being executed by the Bidder herein shall be executed in favour of only its Partner or Director or Salaried employee. And in case the POA is being executed by the Bidder in favour of its salaried employee, the said employee should have worked for at least more than one year continuously with the Bidder and the Bidder should furnish the following:
- Name
 - Designation
 - Mobile / Contact no.
 - Employment Letter / Agreement issued by the Firm
 - Identity Card with number, issued by the Firm
 - Information about the wages paid, i.e. Salary Slips
 - Form-16
 - PAN Card
 - PF Number
 - Power of Attorney as per ANNEXURE III
- e) CWC will not be bound by the Power of Attorney furnished by the Bidder and acceptance of the same shall be at the sole discretion of the CWC.
- f) There can validly exist only a single Power of Attorney at any given time. The Power of Attorney executed and accepted by CWC shall stand revoked on issuance of any new Power of Attorney issued within the rules herein, with regard to this particular Project.
- g) During the subsistence of contract, if Power of Attorney holder is found to be creating mischief or involved in any illegal or unlawful activity, CWC will at its sole discretion reject the Power of Attorney of such person submitted by the Bidder and the Bidder would be required to issue a fresh Power of Attorney within the rules herein in favour of authorized person, stated above, within a period of 10 days of being so notified.
- h) The CWC will not be bound by any power of attorney granted by the Bidder or by change in the composition of the Firm and subsequent to the execution of the contract.

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It may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

- i) The **POA shall be supported by Board Resolution** in case of Company/PSU/Statutory Body. Further, POA is not required, in case bid is being signed by Person Authorized by Board of Directors by way of Board Resolution.
- j) **The Power of Attorney shall be issued as per the constitution of the bidder as below:**
 - In case of Proprietorship: by Proprietor
 - In case of Partnership: by all Partners or Managing Partner as per Partnership Deed
 - In case of Limited Liability Partnership: by any Person authorized in terms of Deed of LLP
 - In case of Company/PSU/Statutory Body: by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly signed by Company Secretary / MD / CMD / CEO.
 - In case of Cooperative Society: by Managing Members of Cooperative Society or by the designated member authorized under Bye Laws.

2) **If relative Working in CWC then the Contractor Not Allowed to Tender**

The contractor shall not be permitted to tender for works in the CWC in which his near relative is posted as Officer in any capacity, responsible for award, monitoring, execution and payment under Contracts within Corporate Office, CWC.

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 Food, Consumer Affairs & Public Distribution, Govt. of India, New Delhi.

The contractor would be debarred from tendering in CWC for five years for any breach of this condition

Note: By the term “near relatives” is meant wife, husband, parents & grandparents, children & grandchildren, brothers & sisters, uncles, aunts & cousins and their corresponding in-laws.

3) **No Gazetted Engineer to Work as Contractor within One Year of Retirement**

No Officer of Gazetted rank employed in any Govt Department of India/its states/UTs or other officers employed in Central Warehousing Corporation shall work as a contractor or employee of a contractor for a period of one year after his retirement from Govt. Department / Corporation service without the previous permission of the Managing Director of the Corporation in writing.

This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Central Warehousing Corporation as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Though, permission shall not be required for working as contractor or employee of contractor post one year of retirement.

3.3. **Eligibility of bidders from specified countries**

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

19. Any bidder (as defined in GCC) from a country that shares a land border with India¹, excluding countries as listed on the website of the Ministry of External Affairs², to which the

¹<https://mea.gov.in/india-and-neighbours.htm>

²<http://meadashboard.gov.in/indicators/92>

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Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered³ with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard.

20. In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in this regard.
21. If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.
22. "Bidder from such Restricted Countries" means: -
 - a) An entity incorporated, established, or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium/ joint venture where any member falls under any of the above

23. The beneficial owner shall mean:

- a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

Explanation-

- i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits.
 - ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- b) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.
 - c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

³<https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>

3.4. Conflict of Interest

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as non-responsive. Bidder shall be required to declare the absence of such conflict of interest in Eligibility Declarations along with PQ forms. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorise only one agent, and an agent also should not represent or quote on behalf of more than one Principals. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- 4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- 5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- 6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc)of this Tender process; or
- 7) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

3.5 If relative Working in CWC then the Contractor Not Allowed to Tender

The contractor shall not be permitted to tender for works in the CWC in which his near relative is posted as Officer in any capacity, responsible for award, monitoring, execution and payment under Contracts within Corporate Office.

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 Food, Consumer Affairs & Public Distribution, Govt. of India, New Delhi.

The contractor would be debarred from tendering in CWC for five years for any breach of this condition

Note: By the term "near relatives" is meant wife, husband, parents & grandparents, children & grandchildren, brothers & sisters, uncles, aunts & cousins and their corresponding in-laws.

3.6 No Gazetted Engineer to Work as Contractor within One Year of Retirement

No Officer of Gazetted rank employed in any Govt Department of India/its states/UTs or other officers

employed in Central Warehousing Corporation shall work as a contractor or employee of a contractor for a period of one year after his retirement from Govt. Department / Corporation service without the previous permission of the Managing Director of the Corporation in writing.

The contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Central Warehousing Corporation as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Though, permission shall not be required for working as contractor or employee of contractor post one year of retirement.

4. The Schedule of Requirements and Form of Contract

4.1. Eligible Supply of Goods and Services –Origin and Minimum Local Content

Unless otherwise stipulated in the Tender Document, all Works, 'Services' and incidental 'Goods and Works' to be delivered under the contract must conform to i) restrictions on certain countries with land-borders with India; ii) minimum local content (Make in India Policy).

4.2. Quotation for All Schedules and all Services

Unless otherwise stipulated in the Tender Document, Bidder must quote for all the sub schedules (and all the Services and item of works in a Sub Schedule) in the Price Schedule- that is Schedule A of Tender document; otherwise, his bid would be rejected as nonresponsive.

4.3. Facilities to be Provided by the Procuring Entity

1. Unless otherwise stipulated in the Tender Document, no Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Services etc.) shall be provided by the Procuring Entity to Contractor at Site.
2. Unless otherwise stipulated in the Tender Document, The Procuring Entity may supply without any obligation to do so, to the contractor part or whole of the quantity of the water and electricity required for the delivery of Services/ completion of work from the Procuring Entity's existing water/ electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis, provided that the contractor shall arrange, at his own expense, to effect the connections and lay additional pipe/ power lines and accessories on the site. Nevertheless, it shall be the responsibility of the contractor to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the Procuring Entity, and that the contractor shall not be entitled to any compensation- nor shall this be a reason for the delay in delivery of Services.
3. Unless exclusively stipulated in the Tender Document Appendix 7 of Schedule II, The Procuring Entity will not provide any T&P, Construction material, Consumable, Labour either free of cost or chargeable basis for completion of work under this contract.
4. technical specifications / documents pertaining to the works will be provided by procuring entity.

4.4. Completion Time and Contract Period

The work shall be required to be completed within stipulated time period and up to the date mentioned in various work orders placed under the contract.

Contract period shall be one year

5. Bid Prices, Taxes and Duties

5.1. Prices

5.1.1 Competitive and Independent Prices

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- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
- b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5.1.2 Undue profiteering

- 1) **Controlled Price, if any:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for any of the Services covered under contract, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry.
- 2) **Undue profiteering:** If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

5.1.3 Price Components

- 1) The prices quoted by Bidder shall include all cost towards satisfactory completion of works as per technical specification, including cost of material, labour, Tools and Plants, Consumables, Sundries, site establishment, overhead, Contractor Profit, Water charges, cost of incidental goods & services, cost towards testing and measurement and Taxes as applicable.
- 2) The Prices quoted by the bidders shall be inclusive of GST and all applicable taxes, Building and Other Construction Workers Welfare Cess (As applicable), Levies, Duties on materials or services and on complete works and Contractors contributions towards ESI/EPF as per prevailing ACTs and Rules in respect of this contract.
- 3) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental goods/ works to be supplied, location of the bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labor, cost of watch and ward of bidder's material through private security, Mining & Forest etc in India.
Central Warehousing Corporation will not entertain any claim, whatsoever in this respect.

5.1.4 Price Schedule

1. Bidders are to upload only the downloaded BOQ and Price sub schedules (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. All the columns shown in the price schedules should be filled up as required. If any column does not apply to a Bidder, he should clarify the same.
2. Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
3. The Bidder shall quote the rate on-line in prescribed proforma, available with the tender in Excel format only and sign the same digitally.

5.1.5 Provisions of BOCW Cess, EPF, Income Tax , GST etc.

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- 1) Contractor is required to get himself registered as per Building & Other Construction Workers Cess Act 1996, PF Registration, GST etc. as per Govt. of India law.
- 2) The Bidder shall be required to pay cess @ 1% of cost of construction work, or at the rate as mentioned in latest act/rules or guidelines of Government, in accordance with each bill payable on account of such construction to the concerned State Govt. (Labour Deptt.).
Cost of material shall be outside the purview of cess, when supplied under a separate schedule item. CWC shall not entertain any claim whatsoever in this respect.
- 3) 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.

5.1.6 Currencies of Bid and Payment

Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

5.1.7 Non-compliance

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

5.2. Goods and Services Tax (GST)

5.2.1 GST Registration Status:

- 1) All the Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.
- 2) **GST Registration Number (15-digit GSTIN).** If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the delivery of Services involved, as per the Schedule of Requirements and Price Schedule's scope be quoted. If the services provided are from multiple states, the bidder should mention GST registration numbers for each state separately.
- 3) **Composition scheme:** If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
- 4) **Exemption from Registration:** If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practising Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to the Procuring Entity within 15 days from the date of becoming liable to registration under GST.
- 5) The Procuring Entity's state-wise GSTINs is indicated in TIS

5.2.2 HSN Code and GST Rate:

- 1) It shall be the responsibility of Bidder to ensure that they quote for the exact HSN Code and including corresponding correct GST rate for each activity of the Services / works being offered by them
- 2) **Applicability to Imported Goods/ Services:** Following the implementation of GST, the import of commodities shall not be subject to such erstwhile applicable duties likes safeguard duty, education

cess, basic customs duty, anti-dumping duty, etc. All these supplementary custom duties are subsumed under GST. The supply of commodities or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

5.3. Payments

5.3.1 General

Periodic "On Account" payments and final Payment shall be made as per the procedure laid down in GCC only upon raise of valid invoice through BTS portal "Bill tracking system portal "of CWC after submission of complete E -MB (computerized Measurement Book) by Contractor and Acceptance of E MB. by CWC.

Central Warehousing Corporation (CWC) in its endeavor to achieve Zero Paper Usage (ZPU) and to ensure timely payment to the Contractors/vendors/ suppliers, has mandated the usage of BTS to submit the digitally signed invoices/ bills and supporting documents, if any, against the supply of goods/ services/ works etc. The ink signed invoices or physical copy of the invoices/ supporting documents shall not be accepted for processing the due payments.

- The Contractors/ vendors/ suppliers shall be required to get themselves registered on the BTS as "vendors" (<https://cwceportal.com/bts/>) upon entering into the contract with CWC.
- Similarly, for increasing the transparency, expediting the process and achieving the contract management benefits through digital system, CWC has commenced "Contract Management system Portal (CMS)". All contractors are required to submit their agreements, EMBS and Quality test reports etc. through CMS only.

5.3.2 No Advance Payments

Unless otherwise stipulated, no advance payment like Mobilization advance and Secured advance shall be made by the Procuring Entity. The other advances viz secured advances can be made If so, provided for such advances as per conditions stipulated therefore in GCC.

6. Downloading the Tender Document; Corrigenda and Clarifications

6.1. Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS. Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

Tender document should be purchased (at the price mentioned in TIS) by the Bidder who is participating in the tender, i.e., Tender forms should be in name of bidder, otherwise tender will be summarily rejected.

6.2. Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Newspaper press advertisement shall not be issued for the same. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may also suitably extend the deadline for the bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

6.3. Clarification on the Tender Document or discrepancies in the Document

- 1) A Bidder may seek clarification of the Tender Document from Office/ Contact Person/ e-procurement Help Desk as mentioned in TIS, provided the clarifications are raised before the clarification end date mentioned in TIS (or if not mentioned, within 3 days of publishing of the bid). The Procuring Entity shall respond before 72 hours of the bid closing date. The query and clarification shall be shared on the portal with all the prospective bidders. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum issue under the sub-clause above.
- 2) It should be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful Bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered & shall make no subsequent claim on account thereof.
Should a Bidder find discrepancies or omissions in the drawings or any of the Tender forms or should he be in doubt as to their meaning, he should at once notify , within 10 days from start of document download date to the authority inviting tenders to remove this discrepancy.

7. Pre-bid Conference

- 1) If a Pre-bid conference is stipulated in the TIS, prospective bidders interested in participating in this tender may attend a Pre-bid conference to clarify the techno- commercial conditions of the Tenders at the venue, date and time specified therein. Participation in the Pre-bid conference is restricted to prospective bidders who have downloaded the Tender Document.
- 2) Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
- 3) The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid conference are also mentioned in the TIS.
- 4) The pre-bid conference may also be held online at the discretion of the Procuring Entity.
- 5) After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the Procuring Entity's portal within seven days from the Pre-bid conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document. The Procuring Entity may suitably extend, as necessary, the deadline for the bid submission to give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids.

8. Preparation of Bids

8.1. The bid

8.1.1 Language of the bid

Unless otherwise stipulated in the ITB, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language (Hindi). However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

8.1.2 Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged and advised to visit, examine, and familiarize himself with all the site/ local conditions and factors like the nature of ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, availability of Water, electricity, material, T&P , Laboure etc in local , accommodation they may require and in general, themselves to obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.

The address of site (work place) is mentioned in TIS.

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The Bidder shall be deemed to have full knowledge of the site (CWC's Corporate Office), working culture, rules etc prevailing in site (CWC's Corporate Office), Operation hours, working days etc and whether he/they inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

The Bidder shall be responsible for arranging and maintaining at his own cost, all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for, in the contract documents.

The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, infrastructure, logistics, communications, the legal, environmental, and any other conditions or factors, which would have any effect on the performance of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

Submission of tender by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc. will be issued (if any) to him by the Corporation and local conditions and other factors having a bearing on the execution of the work.

8.1.3 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender process.

8.1.4 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or between-the-lines interpretation is unacceptable.

8.1.5 Quote Quantities/ Prices in both Numerals and Words

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

8.1.6 Alternate Bids not Allowed.

Any conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Portal shall permit only one bid to be uploaded.

8.2. Documents comprising the bid:

8.2.1 Techno-commercial bid/ Cover

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so stipulated in TIS/ ITB, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. *No price details should be given or hinted at in the technical bid:*

The Bidder shall scan and upload:

- 1) Tender (bid) Form (to serve as covering letter and declarations applicable for both the technical bid and financial bid);
This form shall be consisting the:
 - a) PQ form;
 - b) Eligibility Declarations;
- 2) The proof of submission of EMD,
- 3) Cost of tender document (if provided in TIS),

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- 4) Power of Attorney,
- 5) Proof of the Constituent of Bidders organization: Affidavit of Proprietorship / Memorandum & Article of Association/ Partnership Deed as the case may be,
- 6) Pan Card,
- 7) Goods and Service Tax Registration Certificate,
- 8) PF Registration Certificate,
- 9) Similar Nature Works Completion Certificates,
- 10) CA Certificate & Balance Sheets with Profit & Loss Account, Trading account of specified preceding three financial years in respect of financial turnover,
- 11) Annexure IV along with Form 5: Deviation Statement from Terms and Conditions of Tender - Any deviations should be listed in a chart form without ambiguity or conditionality, along with justification and supporting documents. All such Statements and Documents shall be uploaded as Form 5.
In case of no deviation, it is not necessary to submit Form -5.
If deviations are mentioned elsewhere in the bid (other than designated Form 5), such deviations shall not be recognized and shall be null and void.
If Form 5 is not enclosed along with Annexure-IV, it shall be considered that bidder does not have any deviation.
- 12) Net Worth Certificate,
- 13) Integrity Pact, (if required & mentioned in TIS) as per, Annexure V)
- 14) Declaration about the near relative in CWC (Annexure VI)
- 15) Declaration of works in Hand -In progress by Bidder (Annexure VII).
- 16) Duly signed Checklist: Bidder must also upload the Checklist given in the Tender Document as to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.
- 17) Proof of office address as per requirement in Annexure-A

8.2.2 Financial bid/ Cover

"Financial bid" shall comprise the Price Schedules (To be submitted separately as an excel sheet) considering all financially relevant details, including Taxes and Duties. No additional technical details, which have not been brought out in the technical bid shall be brought out in the financial bid and if so shall not be entertained.

8.2.3 Important Note:

- 1) For deciding eligibility/Qualification of Bidder, it is mandatory for Bidder to submit Affidavit (as per Annexure IV), EMD, Financial Turnover (Balance Sheets with Profit & Loss Account / Trading Account of specified preceding three years as per NIT) and Similar Nature of Work Experience Certificates of requisite magnitude (as per NIT), Bidder Eligibility declaration, power of attorney (if applicable), and proof of office address and detail of work in hand in progress as per format failing which the tender shall be summarily rejected.
- 2) No additional mandatory documents will be entertained after tender opening, except clarification documents required, if any regarding already submitted documents with tender. Any documents submitted suo-motu by the Bidder through e-mail/post/hand delivery etc. shall neither be entertained nor considered for evaluation.
- 3) All other documents like Integrity Pact, Net Worth, Goods and Services Tax Registration Certificate, PAN Card, PF Registration, Organization Details, Power of Attorney/ Board Resolution, Annexure VI, Form of declaration as per Annexure -VI & VII, List of plant & machinery, list of permanent technical persons, Bank details etc. as per NIT/pre-qualifying Proforma / Comparative Statement, are also required to be submitted along with tender.
- 4) All other documents should also be uploaded by the Bidder. However, if the Bidder has not uploaded any of the other documents as per NIT/Pre-qualifying Proforma/Comparative Statement,

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lowest Bidder should submit the same with submission of Performance Guarantee, If the lowest Bidder fails to do so, then no Agreement between CWC and contractor will be executed and it will lead to rejection of bid and forfeiture of EMD & Performance Guarantee and punitive action towards breach of contract.

8.3. Bid Validity

- 1) Unless specified to the contrary in the TIS/ ITB, Bids shall remain valid for a period not less than 90 days from the deadline for the bid submission stipulated in TIS. A bid valid for a shorter period shall be rejected as nonresponsive.
- 2) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended up to the next working day.
- 3) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing electronically. A bidder may agree to or reject the request.
- 4) The bidder(s) who has/have agreed to the Procuring Entity's request for extension of bid validity, in no case, shall be permitted to modify his/their bid.

8.4. Bid Security / Earnest Money Deposit (EMD)

- 1) All Bidders shall submit appropriate Bid Security/ EMD amount as mentioned in TIS/ITB, along with its technical bid. The EMD is required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.
- 2) Any request for recovery from outstanding bills for Earnest Money against present tender will not, under any circumstance, be entertained. Tenders submitted with earnest money in the forms other than specified in TIS/ITB, shall not be considered.
- 3) The EMD shall be forfeited if Bidder breaches the following obligation(s) under the tender conditions:
 - (a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - (b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:
 - i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security (PG) within the stipulated time as per the conditions of the Tender Document.
 - ii) Fails or refuses to sign the contract in prescribed Proforma at Volume- II within period prescribed in ITB.
- 4) Unsuccessful Bidders' EMD shall be returned (only through digital mode), if the contract is not awarded to them, upon:
 - (a) receipt by Bidder of the Procuring Entity's notification
 - i) of cancellation of the entire tender process or rejection of all bids or
 - ii) of the name of the successful bidder or
 - (b) thirty days after the expiration of the bid validity or any extension thereof
- 5) The Bidder shall provide name of bank, account no., branch code and RTGS code for account maintained by them/him for financial transaction.

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- 6) For the successful Bidder, Earnest Money will be returned after submission of PG (as applicable) within specified period and as per terms of Clauses of Contract.
- 7) The procuring entity shall not be responsible for any depreciation that may happen thereto EMD due to price inflation etc while in its possession, nor shall be liable to pay any interest thereon.

8.5. Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:

- 1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

9. Signing and Uploading of Bids

9.1. Relationship between Bidder and eProcurement Portal

The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organization hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

9.2. Signing of bid

- 1) The individual digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in PQ form (Bidder Information).
- 2) If the tender is made by Proprietary firm, it shall be signed by the Proprietor with his full name and full name of his firm with its current address.
- 3) If the application is made by a Firm in Partnership, it shall be signed by all partners of the Firm above their full names and current addresses or by a partner holding the power of attorney for the Firm by signing the applications in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the Partnership Deed, current address of the Firm and the full names and current addresses of all the Partners of the Firm shall also accompany the application.

Note; Receipts for payment made on account of work, when executed by a Firm, must also be signed by all the partners, except where contractors are described in their tender as a Firm, in which case the receipts must be signed in the name of the Firm by one of the partners or by some other person having due authority to give effectual receipts for the Firm.

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

9.3. Submission/ uploading of Bids.

9.3.1 Submission/ Uploading to the Portal

- 1) No manual Bids shall be made available or accepted for submission. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information– otherwise, the bid shall be rejected as nonresponsive.

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- 2) Bids shall be received only *Online* on or before the deadline for the bid submission as notified in TIS.
- 3) Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- 4) Bidder need not sign or up-load the entire tender document and its sections as mentioned in ITB-clause 1.4 above while uploading his bid. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
- 5) Bidder must upload scanned copies of originals – (as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
- 6) The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) even after the issue of Letter of Award (LoA).
- 7) Regarding the protected Price Schedule (excel format, Cover-2), Bidder shall write his name in the space provided in the specified location only. Bidder shall type percentage rates in the figure only in the bidder's rate column of each of sub schedule without leaving any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet.
- 8) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.
- 9) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.
- 10) Submission of tender and credential documents through E-Tender website www.cwceprocure.com shall be sole risk & responsibility of the Bidder. Any claim on this account will not be entertained. Hence, Bidder should ensure that tender along with all requisite credential papers are submitted / uploaded on e-tender website in correct way and at correct place on or before tender submission date & time.
- 11) Bidder should upload all the required documents with the tender under valid digital signature. Uploading of tender with digital signature shall imply that all tender terms & conditions have been accepted by the bidder unless the bidder has specifically declared for non-acceptance / deviation in his technical bid. It shall also mean that documents uploaded by bidders are attested by him self and he takes full responsibility of authenticity of same.
- 12) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.
- 13) The Procuring Entity may extend the deadline for the bid submission by issuing an amendment, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
- 14) Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.
- 15) For whatsoever reasons, if any part of tender document is not uploaded/submitted by the bidder, other than financial & technical offers and requisite pre-Qualifying credentials; in that case, the missing part of the tender document shall be treated as read and accepted by bidder. Missing part

of tender document shall not be called for re-submission; however, the same shall form part of contract agreement and shall be binding on bidder.

9.3.2 Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

9.3.3 Late Bids

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in eProcurement, a situation of Late Tender does not arise.

9.4. Modification, Resubmission and Withdrawal of Bids

9.4.1 Modification & Resubmission

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted.

9.4.2 Withdrawal

- 1) The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn.
- 2) No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to enforce Bid Security (EMD), in addition to other punitive actions provided in the Tender Document for such misdemeanour.

10. Bid Opening

The date & time of the opening bid is as stipulated in TIS. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of tender opening falls on a subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

11. Evaluation of Bids and Award of Contract

11.1. General norms

11.1.1 Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

11.1.2 Infirmary/ Irregularity/ Non-Conformity/ Deviations - Substantive or Minor

1. An infirmity/ irregularity or non-conformity/ exception/ deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:
 - a) which affects in any substantive way the scope, quality, or performance standards of the Works/ Services;
 - b) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or

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- c) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.
2. The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.
3. Variations and deviations and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Works/ Services stipulated in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.
4. The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Entity shall convey its observation as per sub-clause below, on such 'minor' issues to Bidder electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

11.1.3 Clarification of Bids and shortfall documents

- 1) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date otherwise **within time of 03 days. Bidder should answer the clarification within that specified date otherwise within time of 03 days.**
- 2) The request for clarification shall be submitted in writing electronically and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.
- 3) for this purpose, the procedure stated below is to be followed and the specific clarification is required to be uploaded on the same portal as per the procedure prescribed therein.
- 4) The Bidder has the option to respond or not to respond to these queries.
- 5) If the Bidder fails to respond, within the stipulated time period or fails to respond/submit the clarification(s)/document(s) with respect to mandatory documents submitted or it is non-conforming to requirement of tender conditions; no further time will be given for submitting the same and the tender will be summarily rejected.
- 6) For obtaining clarification, following procedure is to be followed:
 - i. An icon for clarification shall appear on "Bid Details" page (in front of each of the Bidder's name) at Corporation's end after opening of Technical / Financial Bid.
 - ii. Corporation shall click on clarification icon for the desired Bidder and enter the details of clarifications sought within the prescribed time.
 - iii. After entering the details of clarification sought by the Corporation, same icon shall appear at Bidder's end for replying to the particular clarification sought by the Corporation. The system will also send the alert to the Bidder at his registered e-mail address about the clarification sought by the Corporation.
 - iv. Bidder will click on clarification icon and will reply to the same and upload the required clarification/documents in support of clarification sought, if any, within the prescribed time. Bidder cannot ask for any clarification from the corporation.
 - v. Once the prescribed time expires, clarification icon from Bidder site shall also disappear automatically.
 - vi. After expiry of prescribed time, Corporation shall download the clarification/ documents in support of clarification submitted by the Bidder.
- 7) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as non-responsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.

- 1) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders.

11.1.4 Contacting Procuring Entity during the evaluation

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

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

11.2. Evaluation of Bids

11.2.1 Preliminary Examination of Bids - Determining Responsiveness

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or infirmity. Only substantively responsive bids shall be considered for further evaluation. Unless otherwise stipulated in the ITB, the following are some of the crucial aspects for which a bid shall be rejected as nonresponsive:

- 1) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
- 2) Required Bid Security (EMD) has not been provided.
- 3) Tender Document Cost, if specifically mentioned in TIS/ITB, has not been paid.
- 4) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- 5) The Services offered are not eligible as per the provision of this tender.
- 6) Bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the TIS/ ITB.
- 7) The bid validity is shorter than the required period.
- 8) The bid departs from the essential requirements stipulated in the bidding document;
- 9) Bidder has not quoted in all sub-Schedules or against any sub schedule of Price Schedule -A. or has not quoted for all item of works as per scope as stipulated in any sub schedule of Price Schedule.
- 10) Non-submission or submission of illegible scanned copies of stipulated **Mandatory documents/ declarations**
- 11) Tenders containing any condition leading to unknown/indefinite liabilities.

11.2.2 The evaluation process:

- 1) This Tender Process is for Single Stage bids in Two bid System (Technical and Financial) as stipulated in TIS/ITB.
- 2) Initially, only the techno-commercial bids that is also referred /called as technical bid shall be opened on the stipulated date of opening of bids. After that, the techno-commercial evaluation shall be done to find whether these bids meet the eligibility & qualification criteria and techno-commercial aspects. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.

11.3. Techno-commercial Evaluation

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the

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techno-commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Services to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as non-responsive. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions.

11.3.1 Evaluation of eligibility

The Tender evaluation Committee constituted by Procuring Entity shall determine, to its satisfaction, whether the Bidders are eligible as per ITB-clause 3.2 and NIT-clause 2 above to participate in the Tender Process as per submission in Eligibility Declarations. Tenders that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

11.3.2 Evaluation of Qualification Criteria

The Tender Evaluation Committee constituted by Procuring Entity shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the contract satisfactorily. This determination shall, inter-alia, consider the Bidder's Experience/ Past Performance and Financial Capabilities etc; for satisfying all requirements incorporated in the Tender Document. The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Bidder.

11.3.3 Evaluation of Conformity to Commercial and Other Clauses

Bidder must comply with all the Commercial and other clauses of the Tender Document. The Procuring Entity shall also evaluate the commercial conditions quoted by Bidder to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/ exception/ deviation by the Bidder. Deviations from or objections or reservations to critical provisions such as those concerning Governing laws and Jurisdiction, Contractor's Obligations and Restrictions of its Rights, Performance Bond/ Security, Force Majeure, Taxes & Duties, Defects Liability Period, Completion Time, LD clauses, Technical Specifications, and Code of Integrity will be deemed to be a material deviation.

11.3.4 Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared on the e procurement Portal only.

11.4. Evaluation of Financial Bids and Ranking of Bids

11.4.1 Ranking of Financial Bids

- 1) Evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids shall be evaluated and ranked to determine the lowest priced bidder.
- 2) The comparison of the responsive Bids shall be on total outgo from the Procuring Entity's pocket, to be paid to the contractor including all elements of costs as per the terms of the proposed contract, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc.
- 3) The price schedule contains the rates of civil, electrical, E&M works from CPWD-DSR (DSR CIVIL 2021 and E&M 2022 and other schedules mentioned in the Volume III) and Market Rates/ non schedule items based of the analysis of DSR. the contract shall quote all items mentioned in the schedule including scheduled or non-scheduled items. The bid for a schedule shall not be considered if all item of works prescribed in that schedule are not quoted or included in the bid. Any mention of prices elsewhere other than at appropriate place in financial bid XLS sheet, will be summarily rejected and will not be entertained.

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- 4) All tenders in which any of the prescribed condition is not fulfilled and any condition including that of conditional rebate is put forth by the Bidder, shall be summarily rejected.
 - 5) If any bidder offers discounts/ rebates in his bid or suo-motu discounts and rebates after the tender opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without such discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;
 - 6) Unless announced beforehand, the quoted price shall not be loaded based on deviations in the commercial conditions. If it is so declared, such loading of a financial bid shall be done as per the relevant provisions;
 - 7) Bidders quoted rates shall be inclusive of GST, Building & Construction Workers Cess and any other taxes, levies, duties, as applicable on complete work. Evaluation of Bids shall include and consider these component over and above basic rates of material & services. The Procuring Entity shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier.
 - 8) Valid L1 shall be decided based on over all lowest quote in terms of Gross Tendered Amount (GTA) calculated on the basis of estimated cost and contractor percentage (CP) quoted for each sub schedule by bidder in his financial bid. Refer TCC for details.
 - 9) **Ambiguous Financial bid:** If the financial bid is ambiguous, it shall be rejected as nonresponsive.
 - 10) In case the lowest Gross tendered amount (GTA) of two or more contractors is same, such lowest bidders will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on scheduled cost of tender including all sub sections/ sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided based on revised offers.
 - 11) In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.
 - 12) If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be considered as one for whom Arithmetic sum of turn over from operations for previous three financial years as mentioned in eligibility criteria of bid stands highest. In case, turnover of all such bidder stands equal then Lowest bidder shall be decided by draw of lots in the presence of Tender Evaluation Committee & the lowest contractors those have quoted equal amount of their tenders.
 - 13) In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.
- 14) Cartel Formation/ Pool Rates
1. If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to “Appreciable Adverse Effect on Competition” (AAEC) as identified in Competition Act, 2002, as amended from time to time, It reserves its rights to:
 - a) consider it as a violation of the Code of Integrity and reject the bid(s) as non-responsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the “The Competition Act 2002”, which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

11.4.2 Reasonableness of Rates Received

Procuring Entity shall evaluate whether the rates received in the Bids are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the following sub-clauses, or as per ITB-clause 2.3, reject any or all Bids; abandon/ cancel the Tender process and issue another tender for identical or similar Services.

11.4.3 Consideration of Abnormally Low Bids

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, rates of material, manpower, T&P, machines etc required to be provided to complete the work or to deliver the services and any other requirements of the Tender Document.

The rates consist of applicable GST, 15% contractor profit with overhead and the scope of work includes miscellaneous Day to day General nature maintenance services. The More over the quality of works and standard of services required in site (CWC's Corporate Office) shall be as per approved technical specifications and of best industries practice and therefore it is understood the contractor cannot deliver the services in an efficient manner if they quote the abnormally below rates. The contractor shall also comply all labor laws and contribution towards ESI/EPF and Labor CESS is also covered in the rates quoted by him. **In view if all these factors, If rate quoted in any of tender price sub schedule (A. I, A.II, A.III) is below 15% of rates mentioned in tender price schedule, then It shall be considered abnormally low rates and in such case, if A contractor quoting such abnormal rate is found successful in tender system due to his lowest offer (Lowest GTA), he will have to submit additional performance guarantees equivalent to 2 times of the amount mentioned in Clause 12.1.3, below.**

11.4.4 Price Negotiation

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1).

The Bidder shall not increase his rate in case the Procuring Entity negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of original offer and rates originally quoted will also be binding on the Bidder.

12. Award of Contract

There shall be no parallel orders or splitting quantities among more than one Bidders.

12.1. Letter of Award (Acceptance - LoA) and Signing of Contract, Placement of work orders

12.1.1 Selection of Successful Bidder(s)

The Procuring Entity shall award the contract to the Bidder whose bid is Techno-commercially suitable and bid price is the lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

12.1.2 Letter of Award (LoA)

- 1) The Bidder, whose bid has been accepted, shall be notified of the award by the Procuring Entity before the expiration of the bid validity period in written by digital means only through CWC Email only. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the contractor in consideration of completion of work. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below.
- 2) The bidder shall return duly acceptance copy of LOA in written by digital means only through Email only. Failure in acceptance of LOA or non-acting for further deposition of PG will lead to termination and forfeiture of EMD and other punitive actions as mentioned in ITB.

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- 3) On acceptance of the tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from the Chief Engineer /Engineer shall be communicated.
- 4) If a Bidder 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.

12.1.3 Performance Security / Performance Guarantee (PG)

- 1) The Bidder, whose tender is accepted and LOA has been placed, will be required to furnish to the Procuring Entity, a Performance Guarantee (PG) of an amount equivalent of 5% of the estimated Contract Price with escalation, if any and Additional Performance Guarantee (in case of abnormally low bid as per Clause 11.4.4 above) within 15 days of receipt of the Letter of Award (LoA) or period specified in Annexure-7 whichever is earlier, as per details in TIS/GCC-CL -1/ LOA
- 2) In case of non-submission of Performance Security / Performance Guarantee (PG) by contractor by due date as above, Procuring Entity, upon written request of Contractor, may extend the due date of submission of PG which in no case shall be 30 days of receipt of the Letter of Award (LOA). Such (maximum) allowable extension shall be with late fee @ 0.1% per day of Performance Guarantee amount beyond the initial period of 15 days.
- 3) In case of non-receipt of written request of Contractor for extension of initial due date of submission of PG or non-submission of PG even by 15th day of receipt of LOA, no extension of such due date shall be suo-moto granted by Procuring Entity. The action on contract shall be decided by Procuring Entity as per provisions made herein at sub clause (4) or elsewhere in Tender Document.
- 4) In case the PG/SD is to be submitted through BG then, The Bank Guarantee issuing bank shall send cover for Bank Guarantee issued through SFMS platform to the CWC Banker i.e. **ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007)** as per details given below:
 - MT760 COV for issuance of bank guarantee.
 - MT767 COV for amendment of bank guarantee.
 - Issuing bank shall mention CWC beneficiary code i.e. CENTRALW27112020 in field 7037 of MT 760 COV / MT767 COV.
 - The bidder shall submit the copy of SFMS message as sent by the issuing
 - bank branch along with the original Bank Guarantee.
 - Bank Guarantee submitted without these details shall not be accepted.
- 5) If the contractor, having been called upon by the Procuring Entity to furnish PG, fails to do so within the period as specified above in subclause (1) (in case of non-extension) and even up to last date of extended period, if extended as specified in subclause (2) above, the contract shall be terminated without any notice to Contractor, duly forfeiting EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in future tender of the Corporation for next two years from the date of debarring.
- 6) In the case, when bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the contract as may be required, or fails to provide the security (PG) as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process.

12.1.4 The Contract and Signing of Contract

- 1) Within seven working days of receiving performance security in form of Bank Guarantee, the Procuring Entity shall send the contract form (as per Volume-II: Contract Form along with sub-

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formats) duly completed and signed, in duplicate by digital means through CWC Contract Management Portal (CMS)/Email only to the successful Bidder.

- 2) If so asked by the Procuring Entity, the successful Bidder shall return the original copy of the contract, duly signed and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by suitable digital means through CWC Contract Management Portal (CMS) /Email only.
- 3) The contractor may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.
- 4) Failure to do so in signing the contract shall constitute a breach, in which case, the Procuring Entity would be at liberty to not only terminate the contract, but also forfeit EMD and Performance Bank Guarantee. Cost of stamp paper for the agreement will be borne by contractor.
- 5) The contract agreement shall consist of:
The Press Notification (if any), E-Tender Notice, Notice Inviting Tender (NIT), Tender information summary (TIS), Instructions to Bidders (ITB), all the Documents of Tender & Contract for works including Schedule I,II and III and Drawings, if any, forming the part of tender documents, as issued/downloaded by the Bidder from the websites at the time of invitation of tender and acceptance thereof together with any correspondence with them leading thereto and also the correspondence related with verification of credentials
- 6) Procuring Entity through the officers as defined in contract may place the work order(s) on need basis to perform various works and to deliver the services as per scope during currency of contract.

12.1.5 Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) shall be published only on the e procurement Portal ie on www.cwceprocure.com , website of the Corporation and on CPP portal.

12.1.6 Verification of Original Documents

The Procuring Entity, at its discretion, may ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the technical bid. The credential documents of financial and experience criteria shall also be got verified from the authority/ office who has issued such documents. If so decided, the photocopies of such self-certified documents and the credential documents verified from issuing office/ authority shall be kept in the records as part of the contract agreement.

If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents or it is found at any stage of tendering process that documents submitted in bid is/are fabricated/ tempered/ forged/ altered/ manipulated/ false, then it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as non-responsive, bidder shall be disqualified and the evaluation of Bids shall proceed with the subsequent ranked offers.

If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents or documents submitted in bid is/are fabricated/ tempered/ forged/ altered/ manipulated/ false if found even after placement of LOA or signing the contract or then Procuring Entity reserves the right to terminate the contract, forfeit of EMD and Performance Security and/or adjust the Security Deposit or the Retention Amount against Corporation's claims whichever is available on or after termination of the Contract.

In addition to above (disqualification of bidder or termination of contract as the case may be), other punitive actions shall also be taken to blacklist/debar the bidder from future participation in tenders of the Procurement Entity for next five years.

13. Grievance Redressal/ Complaint Procedure

- 1) Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The grievance can be registered through grievance redressal portal (<https://cwceportal.com/grp/VigilanceApplicationForm/Create?q=itbljmSK+WnjaC/EoVtINA==>) using general grievances.

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- 2) Within 10 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.
- 3) The Tender Inviting Officer shall convey the final decision to the complainant within 21 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
 - a) Only a bidder who has participated in the concerned Tender Process, i.e., bidding, can make such representation.
 - b) Only a directly affected bidder can represent in this regard.
 - i) In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
 - c) Following decisions of the Procuring Entity shall not be subject to review:
 - i) Determination of the need for procurement.
 - ii) Complaints against performance standards except under the premise that they are either vague or too specific to limit competition
 - iii) Selection of the mode of procurement or bidding system;
 - iv) Choice of the selection procedure.
 - v) Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government
 - vi) Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
 - vii) The decision to enter into negotiations with the L-1 bidder; and
 - viii) Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Services.

14. **Code of Integrity in Public Procurement, Misdemeanors and Penalties:**

Procuring authorities, bidders including their suppliers, contractors, and consultants shall observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. Integrity Pact (including the penalties prescribed therein) shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity) and shall apply mutadis mutandis during the pre-award tender process.

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

16. The contractor shall be responsible for observance of the rules and regulations under Mines Act, Mineral Rules and Indian Metallurgical rules & regulations of State Govt. concerned, as amended from time to time.

17. The contractor shall, at all times, keep CWC indemnified against all penalties that may be imposed by the Govt. of India or State Govt. for infringement of any other clauses of the mines act and rules made thereunder in respect of the quarries from which the quarry material for these works is procured.

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18. Chief Engineer/ Engineer authorized by him shall monitor the contract progress and shall ensure the day-to-day supervision of execution, quality etc through a team of his representative at site who will be a PMC and field representative of him as mentioned in LOA. The contractor shall own the responsibility under the contract and shall report regularly to such representative and keeping Chief Engineer/ Engineer authorized by him informed also.

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Pre-Qualifying (PQ) Proforma		
{To be Filled by Bidder and Submitted along with Tender Document}		
Name of Works: Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi		
NIT Reference Number- (E NIT_CWC/CO/Engg./2023-24/15		
S L	Description	Details filled by Bidder
1.	Name of the Bidder,	
1a	Address, Organization ID, Tel./Fax No. & E-mail address of Bidder	
2.	Type of constituent (Organization) (Proprietorship / Partnership / Private Limited / Limited)	
2a	Attested copy of organization Details (Proprietorship / Partnership / Private Limited / Limited)	
3	Name of the person holding the power of attorney for this Bid	
3a	Contact details of person holding the power of attorney Mobile Number Email id.	
3.	Attested Copy of Power of Attorney details to sign the Tender Document	
4.	Earnest Money Deposit (EMD) of Rs. 1.31 Lakh : Only through e-payment Gateway	
5.	Cost of Tender Documents of Rs. 1,180/-: Only through e-payment Gateway	
6.	PF Registration code	
7.	GST Registration code	
8.	PAN No. of the Bidder	
9.	Contractor Registration enlistment with CPWD/ MES/ Railway etc. if any	
10	Financial Eligibility Criteria:	

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10 a.	<p>The Sum (Arithmetic sum) of tenderer's turnover: revenue (income) from operations for the last three financial year should be of value not less than ₹147.28 Lakh (225% of Estimated Cost put on Tender).</p> <p>The information shall be supported by audited Balance Sheets and Profit & Loss Statements of specified period. 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.</p> <p>In case, Bidder does not submit Audited balance sheet and P&L accounts for a particular year (among previous three years as mentioned above), turn over for that particular year will be considered '0'(zero) for calculating arithmetic sum of previous three years.</p> <p>{Please see Eligibility criteria as per Annexure-A in Tender document}</p>	Total Turnover against the criteria Rs.
10 b.	Chartered Accountant's Certificate for Annual financial turnover/ revenue (income) from operations of specified preceding three years	
11	<p>Annual Financial Turnover/Revenue (Income) from operations (as per P&L Account)</p> <p>(a) FY - 2019-2020 (only when audited turn over for FY 22-23 is not available)</p> <p>(b) FY - 2020-2021</p> <p>(c) FY - 2021-2022</p> <p>(d) FY - 2022-2023</p>	<p>Total Turn Over- RS.....</p> <p>Total Turn Over- RS.....</p> <p>Total Turn Over- RS.....</p> <p>Total Turn Over- RS.....</p>
12	<p>Experience w.r.t. Similar Nature of Work:</p> <p>Tenderer, during the last four financial years (i.e., 2019- 2020, 2020-2021, 2021-2022 and 2022-23) & current year (2023-2024) up to the date of tender submission, must have completed successfully:</p> <p>(1) at least ONE similar nature of work "(i.e. "Any Civil construction / maintenance works" OR "Any construction/ maintenance works comprising of Civil & Electrical works both as a composite package")" of value not less than Rs. 52.37 Lakh (80% of the Estimated Cost put on Tender) OR</p> <p>(2) at least TWO similar nature of work "(i.e. "Any Civil construction / maintenance works" OR "Any construction/ maintenance works comprising of Civil & Electrical works both as a composite package")" of value not less than Rs. 32.73 Lakh (50% of the Estimated Cost put on Tender) OR</p> <p>(3) at least Three similar nature of work "(i.e. "Any Civil construction / maintenance works" OR "Any construction/ maintenance works comprising of Civil & Electrical works both as a composite package")" of value not less than Rs. 26.18 Lakh (40% of the Estimated Cost put on Tender) OR</p> <p>Note: Housekeeping works, Manpower supply works, works consisting only Electrical/Firefighting AMC, interior decoration works such as wallpapers/ blind/ curtain installation etc. shall not be considered Similar Works.</p> <p>Firefighting work consisting of pipe laying and pump installation & commissioning shall be considered in similar work category.</p>	Name of the works completed and presented against the criteria:

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	The credential Certificate of work experience should include the name of work, agreement no., date of start, actual date of completion & gross amount of work done up to the completion. {Please see Eligibility criteria as per Annexure-A in Tender document and Please see Important Notes}	
	Experience No.1	
A	Work order/ contract agreement ref number and date	
B	Name of client issuing the work order and completion certificate	
C	Completion certificate -ref number and date	
D	Total value of work completed (Rs.)	
E	Stipulated date of completion	
F	Actual date of completion	
G	Amount / period of delay for which Liquidity damage levied by client (if any)	
	Experience No.2	
A	Work order/ contract agreement ref number and date	
B	Name of client issuing the work order and completion certificate	
C	Completion certificate -ref number and date	
D	Total value of work completed (Rs.)	
E	Stipulated date of completion	
F	Actual date of completion	
G	Amount / period of delay for which Liquidity damage levied by client (if any)	
	Experience No.3	
A	Work order/ contract agreement ref number and date	
B	Name of client issuing the work order and completion certificate	
C	Completion certificate -ref number and date	
D	Total value of work completed (Rs.)	
E	Stipulated date of completion	
F	Actual date of completion	
G	Amount / period of delay for which Liquidity damage levied by client (if any)	
13	Bidder Office in the State	
A	Bidder must have Office, on the latest due date of tender submission in the NCT of Delhi. For this purpose, valid GST number of Delhi shall be considered as proof of office address and bidder needs to submit along with technical bid. Bidder need to submit the Other Supporting documents, i.e. rent agreement/ property ownership document (belonging to office address at the time of contract signing.	Address of Office..... With complete details.
B	GST Number	
14	Eligibility declaration form as per NIT-clause 3 and ITB-clause 3.2 under form -E of this PQ Performa	
	1. Tenderers have to fill complete details in Pre-Qualifying Proforma.	
	2. Documents pertaining to above details should be scanned and uploaded on e-tendering website at the time of on-line tender submission.	
	3. RTGS/NEFT E-payment Challans with UTR no. duly authenticated by Bank may also be scanned & uploaded along with tender submission.	
	4. Bidder must refer Tender eligibility criteria and Qualification norms as per ITB clause 3.2 and Annexure A	
	5. Affidavit (Annexure-IV) and Signed copy of Integrity Pact must be submitted by the Bidder.	

Sign of Bidder.
(Digital Signature)

**(To be submitted as part of technical bid along with PQ performa)
(On Bidder Letter-head)**

(Along with supporting documents, if any)

Tender Document No. Tender No. (E NIT_CWC/CO/Engg./2023-24/15

Name of work: Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)

We hereby confirm that we comply with all the stipulations of NIT-clause 3 and ITB-clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) **Legal Entity of Bidder:** _____
- 2) **Bidder/ Agent Status:** _____
- 3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
 - i. are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- 4) **Including our Contractors/ subcontractors for any part of the contract:**
 - i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
 - ii. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- 5) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
- 6) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- 7) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- 8) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;

we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

9) We also declare that.

- There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered / tendered works/ Services, or
- We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered / tendered works/ Services.
-

10) Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of

.....
.....
[name & address of Bidder and seal of company]

Section III: ANNEXURE 'A'

The Qualification Norms for bidder

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

- o EMD to be paid in favor of Central Warehousing Corporation, New Delhi only through e-payment gateway of e-procurement & receipt of same should be scanned and uploaded on the e-tendering website www.cwceprocure.com along with e-tender documents.
- o Cost of tender to be paid only through e-payment gateway of e-procurement system. Proof should be submitted/uploaded with the tender.
- o Tender processing fee (Non-refundable) would be paid mandatorily to M/s ITI Ltd. through e-payment on the portal www.cwceprocure.com.

2. Experience Certificate:

Tenderer, during the last four financial years (i.e., 2019- 2020, 2020-2021, 2021-2022 and 2022-23) & current year (2023-2024) up to the date of tender submission, must have completed successfully:

(1) **at least ONE** similar nature of work "(i.e., "Any Civil construction / maintenance works" **OR** "Any construction/ maintenance works comprising of Civil & Electrical works both as a composite package")" of value not less than Rs. 52.37 Lakh (80% of the Estimated Cost put on Tender) **OR**

(2) **at least TWO** similar nature of work "(i.e., "Any Civil construction / maintenance works" **OR** "Any construction/ maintenance works comprising of Civil & Electrical works both as a composite package")" of value not less than Rs. 32.73 Lakh (50% of the Estimated Cost put on Tender) **OR**

(3) **at least Three** similar nature of work "(i.e., "Any Civil construction / maintenance works" **OR** "Any construction/ maintenance works comprising of Civil & Electrical works both as a composite package")" of value not less than Rs. 26.18 Lakh (40% of the Estimated Cost put on Tender) **OR**

Note: Housekeeping works, Manpower supply works, works consisting only Electrical/Firefighting AMC works, interior decoration works such as wallpapers/blind/curtain installation etc shall not be considered Similar Works.

Firefighting work consisting of pipe laying and pump installation & commissioning shall be considered in similar work category.

The credential Certificate of work experience should include the name of work, agreement no., date of start, actual date of completion & gross amount of work done up to the completion.

{Please see Eligibility criteria as per Annexure-A in Tender document and Please see Important Notes}

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

It should be noted that experience of work not completed in Time and where LD is levied by Client organization shall not be accepted /considered for evaluation.

{Please see "important notes"}

3. Turnover: Financial Eligibility Criteria:

The sum total (arithmetic sum) of Bidder's turnover: revenue (income) from operations for the last three financial years (i.e. 2020-21, 2021-22 & 2022-23) should be of value not less than Rs.147.28 Lakh (225% of Estimated Cost put on Tender).

The information shall be supported by audited Balance Sheets and Profit & Loss Statements of

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specified period. In case Balance Sheet and Statement of Profit/Loss for the immediate preceding financial year have not been prepared / audited; the account for one more preceding financial year can be submitted.

In case, Bidder does not submit Audited balance sheet and P&L accounts for a particular year (among previous three years as mentioned above), turn over for that particular year will be considered '0'(zero) for calculating arithmetic sum of previous three years.

{Please see "important notes"}

4. **Affidavit:** Duly filled up and signed on stamp paper as per **Annexure IV**.
5. **Bidder must have Office**, on the latest due date of tender submission in NCT of Delhi.

For this purpose, valid GST number of Delhi shall be considered as proof of office address and bidder needs to submit along with technical bid. Bidder need to submit the Other Supporting documents, i.e. rent agreement/ property ownership document (belonging to office address at the time of contract signing.

6. **Bidder must submit Eligibility declaration form as per NIT-clause 3 and ITB-clause 3.2 under form -E of this PQ Performa**

Important Note:

1. The credential documents viz Letter of award/ Work order/ Contract Agreement /Work completion certificate etc should be in the name of Bidder and works should have been executed in the same name and style, the bidder is participating in the tender.
2. The past experience in similar nature of work should be supported by work completion Certificates issued by the client's organization. The work experience for Private sector shall not be considered.
3. The information about actual completion date and stipulated completion date and LD levied by client (if any) on delay in completion must be available in the client certificate. In case this information is silent on client certificate, Bidder shall submit factual position of Delay and LD levied in his eligibility declaration along with PQ form. This information from bidder shall be varied from client organization at any stage of evaluation/ execution of work.
4. The value of executed works, for the purpose of this clause shall also include the value of any materials (such as cement, steel, etc.), services (scaffolding, batching-plant, other machinery, etc.), which have been supplied by client/employer free cost/ on discounted price to the contractor, and which have not been already included in the 'value of works executed' that is reflected/declared on the relevant 'experience certificate' or 'Letter of Award'. Such exclusion shall be specifically mentioned on the Letter of Award, "Experience Certificate" and the 'value of free supplies' shall be separately certified by the employer, or in cases where the employer is a private entity, by a practicing cost/chartered accountant (holding valid certificate of practice),
5. Joint-venture / Consortia of firms / companies and foreign bidders are not eligible to quote for the tender.
6. The bidder submitting experience certificate for the works done in joint venture (JV)/consortium with other firms/companies, their proportionate experience to the extent of its share in the JV/consortium or work done by them shall only be allowed on submitting the valid proof of their share/work done.
7. Experience gained by executing work on back-to-back contract basis is acceptable. Back-to-back contract means work awarded by owner to first agency and then by the first agency to the second agency. The first agency shall not be eligible for work experience in such a case. To get the weightage of experience, following conditions must be fulfilled.
 - a. Work should be actually executed by the second agency with due concurrence of the owner as tri-partite agreement. It should be backed by valid agreement and experience certificate.
 - b. Payments received by second agency should be reflected in bank accounts and income tax statements.

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- c. Owner of the project and first agency should jointly certify the experience certificate.
 - d. The actual amount of payment received by the second agency shall be considered for experience.
8. Experience in respect of an associate contractor, subcontractor or those executing work on subletting may be allowed only if the conditions of sub-contract / sub-letting have been incorporated in the original agreement between the client/owner and first agency and the experience certificate is jointly issued by first agency and owner/client.
9. Experience of petty contractor, labour rate contractor work shall not be accepted.
10. Experience of works on foreign soil shall not be accepted.
11. Certificate in the name of other companies:
 - a) Certificates of Subsidiary/ Parent/ Group Company/ Own works: Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. On the other hand, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company/ Own works, shall not be considered. Further, the financial parameters of the subsidiary or Parental Company cannot be used by the other one for qualification.
 - b) Merger/ Acquisition of Companies: In case of a Company/firm, formed after merger and/ or acquisition of other companies/ firms, past work experience and financial parameters like turnover, profitability, net worth etc. of the merged/ acquired companies/ firms will be considered for qualification of such Company/ firm provided such Company/ firm continues to own the requisite assets and resources of the merged/ acquired companies/ firms. Valid document like Copy of MOA/ROC etc should be submitted in support of this information.
 - c) The bidder, who have changed the name of Firm/merged/acquired/purchased any Firm whose credential papers are being used/submitted for qualification of tender, should submit the following documents in this regard and in absence of the complete documentary evidence, such offer shall be summarily rejected.
 - i. The copy of certificate of Incorporation of Firm or Registration Certificate of Firm.
 - ii. Copy of Memorandum and Articles of Association of Firm.
 - iii. Copy of Board Resolution regarding change of name of/take over/merger of Firm.
 - iv. Copy of sale deed/Memorandum of Understanding for Purchase/sale/merger of Firm along with assets and liabilities.
 - v. Copy of PF Registration and PAN Card.
 - vi. Affidavit regarding change of name of Firm along with all assets and liabilities, if any.
 - vii. Affidavit regarding closure of business of Old Firm/Merged Firm.
 - viii. Copy of Certificate of CA/Company Secretary regarding Sale/Merger/Change of name of Firm.
12. In case a work is started prior to 04 (four) years, ending last day of tender submission, but completed in last 04 (four) years, ending last day of tender submission, the completed work shall be considered for fulfilment of credentials.
13. If a work is physically completed and completion certificate to this extent is issued by the concerned Client organization but final bill is pending, such work shall be considered for fulfilment of credentials.
14. If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials. 4. In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
15. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up

to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.

16. Participation of Partnership Firms in works tenders:

- i. The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- ii. The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.
- iii. Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- iv. Once the tender has been submitted, the constitution of the firm shall not be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from CWC and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the CWC and the Bidder shall have no claims whatsoever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the Bidder fails to inform CWC beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 3 of General Conditions of Contract.
- v. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- vi. The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- vii. One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.
- viii. On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- ix. On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be

- executed in the name of the firm only and not in the name of any individual partner.
- x. In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
- (a) Joint and several liabilities: The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the CWC for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the CWC during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - (b) Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of CWC, shall constitute a breach of the contract, liable for determination of the contract under Clause 3 of the General Conditions of Contract.
 - (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
 - (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the CWC.
- xi. The Bidder shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:
- a. A copy of partnership deed.
 - b. A copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
 - c. An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by CWC/CPWD/Railways or any other Ministry / Department of the Govt. of India / any State Govt. or PSU from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 3 of the General Conditions of Contract.
- xii. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 value of the work done in the previous entity. For this purpose, the Bidder shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- xiii. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the Bidder shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership

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- firm(s) etc.
- xiv. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in subclause above. For this purpose, the Bidder shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
 - xv. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
 - xvi. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
 - xvii. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
 - xviii. In case of a partnership firm 'AB' consisting of partners 'A' & 'B', if Partner 'A' also works as proprietor firm 'P' or partnership in other firm 'AX', the credentials of 'A' in proprietor firm 'P' or other partnership firm 'AX' earned after date of becoming a partner of the firm AB shall not be added in partnership firm AB.
 - xix. In case a Bidder is LLP, the credentials of Bidder shall be worked out on above lines similar to a partnership firm.

Bidder not fulfilling the above requirements or submission of clarification documents with respect to above or any of mandatory document, shall be summarily rejected.

Chief Engineer

SECTION – III A
(TENDER FORMS & ANNEXURES)

CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

(Warehousing Bhawan, Hauz Khas, New Delhi-16)

“TENDER & CONTRACT”

PERCENTAGE RATE TENDER & LUMP SUM VALUE CONTRACT FOR WORKS

Tender for the Work of Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi.

(i) To be submitted on-line at Website: www.cwceprocure.com latest by 03:00 pm on 20.02.2024. To be opened on-line at Website: www.cwceprocure.com in presence of Bidders or their authorized representative who may wish to be present at 03:30 pm on 20.02.2024 in the office of Chief Engineer, Central Warehousing Corporation, Corporate Office, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016.

TENDER

I/We have read and examined the Tender Notice; Notice Inviting Tender; Tender information summary (TIS), Instructions to Bidders (TIB), Schedules – A (Price schedule) Specifications applicable, Drawings & designs; General rules & directions; Conditions of contract; Clauses of contract; Special & technical conditions; Schedule of rate, Price Sub Schedules; Other documents; Rules referred to in the Conditions of Contract and all other contents in the tender documents for the work.

I/We hereby tender for execution of the work, specified for the Central Warehousing Corporation within the time specified in Schedule 'F' / NIT (TIS), viz. Schedule of quantities in all sub-schedules and in accordance in all respects with the Specifications, Designs, Drawings and Instructions in writing, referred to in Rule 1 of General Rules & Directions and in line of technical, special, General Conditions of Contract and with such materials, as are provided for by and in respect & in accordance with such conditions, so far as applicable, and NIT/ ITB as well.

I/We agree to keep the tender open for ninety (90) days from the date of opening of Technical Bid under two bid system and not to make any modifications in its terms and conditions.

A sum of Rs. _____ including GST is hereby submitted through e-payment gateway of e-procurement as EMD and Cost of the tender Rs. ____*.

If I/We fail to furnish the prescribed Performance Guarantee within prescribed period after award of the contract to me/us; I/We agree that the Central Warehousing Corporation shall, without prejudice to any other right/remedy, be at liberty to forfeit the said Earnest Money absolutely.

Further, if I/We, fail to commence the work as specified, I/We agree that the Central Warehousing Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money and the Performance Guarantee absolutely, otherwise the said Earnest Money shall be retained by the Corporation towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions, contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provisions contained in general & special conditions of contract.

Further, I/We agree that in case of forfeiture of Earnest Money or both Earnest Money and Performance Guarantee as aforesaid, I/We shall be debarred for participation and shall not be eligible to participate in future tender /procurement process of Central warehousing corporation from the date of debarment.

“I/we undertake and confirm that eligible similar work(s) has/have not been got executed

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through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CWC in future. Also, if such a violation comes to the notice of Department before date of start of work, the **Chief Engineer/ Engineer authorized by him** shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.”

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

Dated __/__/_____

**Signature of Contractor
Postal Address**

Witness :

Address :

Occupation :

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

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of Central Warehousing Corporation for a sum of Rs. _____ (Rupees _____), i.e. _____% above / below the estimated cost of work of Rs. _____ (Rupees _____).

The letters referred below shall form part of this Contract Agreement –

- (a) _____
- (b) _____
- (c) _____

Dated : __/__/_____

For & on behalf of CWC

Signature _____
Designation _____

FORMAT OF NET WORTH

The Net Worth of Mr./Ms./M/s_____for last
Financial Year____-____is Rs._____lakhs as per his/her/their books of
Accounts.

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

Signature of Chartered Accountant

Name :

Membership No. :

UDIN:

Seal :

Date :

Signature of Contractor

AFFIDAVIT
(For Sole Proprietary Firm)

(To be executed in presence of Public Notary on non-judicial stamp paper of appropriate value.
The stamp paper has to be in the name of the Bidder.)

I, _____ R/o _____
_____ do hereby solemnly affirm and
declare as under –

1. That I am Sole Proprietor of _____
_____ (Sole Proprietor Firm Name).
2. That the office of the firm is situated at _____
_____ (address).

Place :

DEPONENT

Date :

VERIFICATION

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

Place :

DEPONENT

Date :

ANNEXURE III

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

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

Tender Ref. No.: _____

Date: _____

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

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

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

(Signature and name of Person Delegating Power of Attorney)

Seal of the Organization

Witness 1:
Name:
Address:
Occupation:

Witness 2:
Name:
Address:
Occupation:

Notes:

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

AFFIDAVIT

{TO BE SUBMITTED BY BIDDER ALONGWITH THE TENDER DOCUMENTS}

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

I _____ (Name and Designation) _____, appointed as the attorney / authorized signatory of the Bidder (including its constituents) M/s _____ (hereinafter called the Bidder) for the purpose of the Tender documents for the work of _____ as per the Tender No. _____ of CWC, do hereby solemnly affirm and state on behalf of the Bidder including its constituents, as under :

1. I/We the Bidder(s), am/are signing this document after carefully reading the contents.
2. I/We the Bidder(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 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 PQ forms, eligibility declaration, 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.**

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.

6. I/We understand that if the Certificates and information regarding Eligibility Criteria, Qualification norms submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for five year. Further, I/We _____ [insert name of the Bidder] and all my/our constituents understand that my/our offer shall be summarily rejected.
7. I/We also understand that if the certificates submitted by us are found to be false/ forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance Guarantee, besides any other action provided in the contract and suspending of business for five year.
8. I/We also understand that in case I/we fails to submit the requisite Performance Guarantee even after the period specified in Clause 1 of Schedule 'F' from the date of issue of Letter of Award (LOA), the contract shall be terminated, duly forfeiting EMD and other dues, if any payable against the contract or in case of termination of contract due to default at my/our end, I/we shall be debarred from participating in future tender /procurement process of the Corporation for two years from the date of debarring.
9. I/We certify that I/We are not black listed or debarred by MES / CPWD / Railways / any

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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 and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the **Chief Engineer/ Engineer authorized by him** shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

11. COMPLIANCE TO BID REQUIREMENT:

I/We hereby confirm that we have gone through and understood the Tender Document and our Bid complies with the requirements / terms & conditions of the Tender Document and subsequent Addendum / Corrigendum (if any), issued by CWC, without any deviation / exception / comments / assumptions.

We also confirm that we have quoted the rates without any condition and deviation. The Tender has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us. We further confirm that we have quoted our rates in our financial bid as per the conditions of the Tender Document and for all the items.

12 I /We certify that I/we have offered the products with local content more than 50 %

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.

INTEGRITY PACT

To
The Bidder

Sub : NIT No. (E NIT_CWC/CO/Engg./2023-24/15 for the work of **Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi.**

Dear Sir,

It is hereby declared that CORPORATION is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the BIDDER will sign the Integrity Agreement, which is an integral part of tender/bid documents, failing which the BIDDER will stand disqualified from the tendering process and the bid of the BIDDER would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CORPORATION.

Yours faithfully

Chief Engineer/ CWC

INTEGRITY PACT

To

The Chief Engineer

.....

.....

Sub : Submission of Tender for the work of Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi.

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 THEMAKING 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 BIDDER and reject the tender/bid in accordance with terms and conditions of the tender/bid.~~

Yours faithfully

(Duly authorized signatory of the BIDDER)

INTEGRITY PACT

Tender Ref. No.: GEM/ _____ Date: _____

(Compulsory Ink signed on each page and to be submitted along with Technical Bid)
~~(The same shall be signed on non-judicial stamp paper of appropriate value during agreement signing)~~

~~General This pre bid / pre contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between on one hand, the Central Warehousing Corporation (A Govt. of India Undertaking), 4/1 Siri Institutional area, Hauz Khas, New Delhi, acting through Group General Manager (Personnel), Central Warehousing Corporation (A Govt. of India Undertaking) (hereinafter called the "CORPORATION" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____~~

~~represented by Shri _____, (Name of the contractor) (hereinafter called **BIDDER** which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.~~

~~WHEREAS the CORPORATION proposes to appoint contractor at _____ and the BIDDER is willing to execute the items of work / Section as per schedule of work, the work order issued General conditions of the contract of CWC.~~

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

~~NOW, THEREFORE,~~

~~To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.~~

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

~~**[1] Commitments of the Corporation**~~

~~[1.1] The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.~~

~~[1.2] The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.~~

~~[1.3] All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.~~

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

~~[3] Commitments of BIDDERS~~

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

~~[3.1] The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.~~

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

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

~~[3.4] The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.~~

~~[3.5] The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.~~

~~[3.6] The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.~~

~~[3.7] The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.~~

~~[3.8] The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.~~

~~[3.9] If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.~~

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

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

~~[4] Previous Transgression~~

~~[4.1] The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.~~

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

~~[5] Sanctions for Violations~~

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

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

contract for any other stores / work such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

{5.1} ~~The CORPORATION will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.~~

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

~~{6} Fall Clause~~

{6.1} ~~The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the CORPORATION, if the contract has already been concluded.~~

~~{7} Independent Monitor~~

{7.1} ~~The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission, New Delhi.~~

{7.2} ~~The CORPORATION has appointed Sh. Sudhanshu Sekhara Mishra, Email ssmishra.995@gmail.com and Sh. Rajni Kant Mishra, Email rkmishraips84@gmail.com as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.~~

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

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

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

~~[7.6] As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.~~

~~[7.7] The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.~~

~~[7.8] The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.~~

~~[7.9] The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.~~

~~[8] Facilitation of Investigation~~

~~In case of any allegation of violation of any provisions of this Pact or payment of commission, the CORPORATION or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.~~

~~[9] Law and Place of Jurisdiction~~

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

~~[10] Other Legal Actions~~

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

~~[11] Validity~~

~~[11.1] The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the CORPORATION and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.~~

~~[11.2] Should one or several provisions of this Pact out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.~~

~~[12] The parties hereby sign this Integrity Pact at _____ on _____~~

Corporation	Bidder
Name of the Officer:-	Name of Authorized Signatory:-
Designation	Designation

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Signature & Stamp:—	Signature & Stamp:—
Signature and Name of Witness 1	Signature and Name of Witness 1
Signature and Name of Witness 2	Signature and Name of Witness 2

ANNEXURE-VI**DECLARATION****(On the letter head of firm)**

Following are the near relative of the contractor are working as Officer or as an officer in any capacity Officer in the Central Warehousing Corporation or in the Ministry of Food, Consumer Affairs & Public Distribution, Govt. of India, New Delhi:

S/N	Department	Name of officer	Place of Posting	Relation	Remarks
1	Central Warehousing Corporation				
2	Ministry of Food, Consumer Affairs & Public Distribution, Govt. of India, New Delhi:				

(Duly authorized signatory of the BIDDER)

ANNEXURE-VII

**WORKS IN HAND
(On letter head of firm)-**

The contractor shall submit list of works which are committed / in hand (in-progress) in the following format –

SL	Name of Work	Name & Particulars of Division /Department/Organization Where Work is being Executed	Amount of Works awarded (Rs.)	Status of Work in Progress	Balance value of work to be execute during next one year from the date of inviting the tender
1	2	3	4	5	6

(Duly authorized signatory of the BIDDER)

In case of the works in progress /committed for CWC, the details provided by CWC engineer shall be final and shall be considered for evaluation.

General Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

1. The heading of these conditions shall not affect the interpretation or construction thereof.
2. Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
3. Words in the singular include the plural and vice-versa.
4. Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
5. Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
6. Any reference to 'Works' shall be deemed to include the incidental Services/ Goods also.
7. Any generic reference to GCC shall also imply a reference to SCC as well.
8. Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC, TCC, ITB, NIT)
9. Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

Definitions

In the contract, unless the context otherwise requires:

1. "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Processor Execution of a Contract for and on behalf of its principals.
2. "Beneficiary" (of Services/ Works) means the person for whom the Services/ Works are to be delivered as stipulated in the contract.
3. "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
4. "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.
5. "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
6. "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
7. "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the contractor the acceptance of his bid) or 'Agreement' or a 'repeat order' accepted/ acted upon by the contractor in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;

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8. "Contractor" (including the terms 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Vendor' or 'Manufacturer' or 'Successful Bidder' in specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
9. "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
10. "Drawing" means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;
11. "Engineer" means Assistant Engineer/Executive Engineer authorized by the Chief Engineer, at place of work for performing the duties as per contract terms & conditions. He is the CWC officer responsible for execution of the Special/Preventive Repair & Maintenance works / Upgradation or construction works under the contract and for monitoring the Progress of works, for payment of works etc. Further, he is the CWC officer responsible for execution of the Day to Day /Annual Repair & Maintenance works under the contract and for monitoring the Progress of works, for payment of works etc.
12. "Equipment" means the contractor's machinery and vehicles brought temporarily to the Site for the performance of Service.
13. "General Conditions" means the General Conditions of Contract, also referred to as GCC.
14. "Goods" (including the terms 'Stores', 'Material(s)' in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods;
15. "Government" means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;
16. "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
17. "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
18. "Joint Venture" means a Joint Venture or a Consortium (that is an association of several persons, or firms or companies - also referred to as JV/C)
19. "Materials" means all supplies, including consumables, used by the contractor for service performance or use by his staff.
20. "PMC" means the Project Management Consultant or any other officer or a third-party agency who has been assigned the authority to take day to day actions on behalf of the Chief Engineer/Procuring Entity during the execution of the contract by the contractor;
21. "Parties": The parties to the contract are the "Contractor" and the "Procuring Entity", as defined in this clause;
22. "Performance Security/Guarantee" (includes the terms 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
23. "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services

or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term “procure”/ “procured” or “purchase”/ “purchased” shall be construed accordingly;

24. “Procuring Entity” means the entity in The Procuring Organization procuring Goods, Works, or Services that is Central warehousing Corporation in context of this contract.
25. “Chief Engineer” means the officer signing the Letter of Award (LoA) in capacity of Chief Engineer, CWC and/or the contract on behalf of the Procuring Entity. He will be tender accepting authority and decision-making authority for taking punitive actions under various provisions of contract.
26. “Service(s)” (including the term ‘non-consultancy services’ or ‘Outsourcing of Services’ in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (non-Consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services;
27. “Works” refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.
28. “Special Conditions” means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.
29. “Specification” or “Technical Specification” means the drawing/ document/ standard or any other details governing the construction, manufacture or supply of goods or performance of services or completion of work that prescribes the requirement to which goods or services or works have to conform as per the contract.
30. “Signed” means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;
31. “Sub-Contractor” means a person or corporate body with an agreement with the contractor to carry out a specific part of the contract that may or may not include working on the Site.
32. “Temporary Works” means works designed, constructed, installed, and removed by the contractor needed during the Services' performance.
33. “Variation” means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed.
34. “Tender”; “Tender Document”; “Tender Enquiry” or “Tender Process”: ‘Tender Process’ is the whole process from the publishing of the Tender Document till the resultant award of the contract. ‘Tender Document’ means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as “Tender’ or ‘Tender Enquiry’, which would be clear from context without ambiguity.

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Abbreviation of the words used in Tender document

Abbreviation	Definition
BG	Bank Guarantee
BIS	Bureau of Indian Standard
BOQ	Bill of Quantities
BSD	Bid Securing Declaration
CAR Policy	Contractor's all Risk Policy
CC	Cement Concrete
CGST	Central Goods and Services tax
CPP	Central Procurement Portal
CPWD	Central Public Works Department
CTE	Chief Technical Examiner
CWC	Central Warehousing Corporation
DPIIT	Department for Promotion of Industry and Internal Trade
DSR	Delhi Schedule of Rates
EFT	Electronic Funds Transfer
EMD	Earnest Money Deposit
EOT	Extension of Time
EPFO	Employees Provident Fund Organization
ESI	Employees State Insurance
ESI	Employees State Insurance
FD/FDR	Fixed Deposit Receipt
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IGST	Integrated Goods and Services tax
IIT	Indian Institute of Technology
INR	Indian Rupee
IPC	Indian Penal Code
IPR	Intellectual Property Rights
IRC	Indian Roads Congress
ITB	Instructions To Bidders
JV	Joint Venture
JV/C	Joint Venture/ Consortium
LAR	Last Approved Rates
LD	Liquidated damage
LoA	Letter of Award (Acceptance)
MD	Managing Director
MES	Military Engineering Services
MII	Make in India

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MORTH	Ministry of Road Transport & Highway
MSE	Micro and Small Enterprises
MSME	Micro Small and Medium Enterprises
MSMED	MSME Development (Act)
MT	Metric Tonne
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
PAN	Permanent Account Number
PC	(Indian) Penal Code
PC	Prevention of Corruption
PERT	Programme Evaluation Review Technique.
PF	Provident Fund
PQ	Pre-Qualifying
PSU	Public Sector Undertaking
PVC	Price Variation Clause
RCM	Reverse Charge Mechanism
SCC	Special Conditions of Contract
SD	Security Deposit
SGST	State Goods and Services tax/
SOR	Schedules of Rates
T&P	Tools & Plants
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TIA	Tender Inviting Authority
TIS	Tender Information Summary
UGST	Union Territory Goods and Services tax
WC Policy	Workmen Compensation Policy

CENTRAL WAREHOUSING CORPORATION

and

...[Contractor]...

Contract Number

Contract for Execution of Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi.

(Signature of the Issuing Officer)

(Signature of the Tenderer)

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(On a Non-Judicial Stamp Paper of INR 100/-)

THIS AGREEMENT is made this [date] day of [month], [year]

BETWEEN

- (1) **Central Warehousing Corporation**, a Government of India Undertaking, established under the Warehousing Corporation Act, 1962, having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 through its Chief Engineer, (hereinafter referred to as the "Corporation", which expression, unless the context requires otherwise, shall include its successors and permitted assignees); and
- (2) [name of the Contractor], having its place of business at [address] (hereinafter referred to as the "Contractor", which expression, unless the context requires otherwise, shall include its successors/legal heirs and permitted assignees).

RECITALS

Whereas:

- A The Corporation is involved in providing services in the field of warehousing, logistics and related activities to various depositors including, from Government/ private sectors.
- B For the purposes mentioned under recital A above, the Corporation requires the Contractor to provide certain services of miscellaneous Repair /Maintenance, upgradation and Construction works in CWC's Corporate Office and the Contractor is engaged in the business of providing such services and has agreed to perform the Services for the Corporation on the terms and conditions set out in this Contract. Accordingly, it is essential to the Corporation that the Services to be provided under this Contract are rendered in timely manner as envisaged in the Contract/ Work Order(s). In entering into this Contract, Contractor acknowledges that time is of utmost importance and agrees to the provisions in the Contract addressing that.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. The Contractor agrees to perform such Services including, any incidental services, in accordance with the terms and conditions of this Contract/ Work Order (S) or as directed from time-to-time by the Corporation, such directions not being inconsistent with this Contract, and in consideration of its due performance of such Services, the Corporation agrees to pay the Contractor according to the rates, terms and conditions herein contained.
2. The Contract shall comprise the following documents:
 - This Agreement;
 - Schedule I: Conditions of Contract with Appendix(s);
 - Schedule II: Scope of Work and Appendix(s)
 - Schedule III: Price/ Compensation Schedule

(all hereinafter the "Contract")
3. In the event of any inconsistency or discrepancy between any of the documents listed in Clause 2 above, then precedence shall be in descending order as listed.

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4. The terms and conditions of this Contract shall take effect from **[insert date]** (the “Effective Date”) and shall be valid for __1__ year(s) only.
5. The required date for commencement of the Work shall be as per the Work Order (s) that may be issued by the Chief Engineer/ any official authorized by him (**Refer Schedule II: Scope of Work**), on need basis, from time to time (“**Commencement Date**”). Notwithstanding any other provisions of the Contract, Corporation’s obligations under this Contract or any Work Order shall arise only upon issuance of a Work Order to the Contractor. The Work Order may comprise *inter-alia*, the following:
 - Work Order reference Number, Date of Placement;
 - Name of the Work/ services to be delivered;
 - Schedule of handing over of site by the Corporation;
 - Schedule of issue of designs (If required/ applicable) by the corporation;
 - Estimated (abstract) quantities of Work(s);
 - Time of commencement and completion;
 - Reference of quantity estimates whether estimated by Contractor or estimated by Chief Engineer.
 - Defect Liability Period;
 - Place of Work, Site details.
6. The work(s) shall be required to be completed within stipulated time schedule to be reckoned from the 3rd day from date of placement of Work Order in case of R&M/ Upgradation works as per Table 2 /Table 3 of Scope of Work (Schedule-II) and from next day from date of placement of Work Order in case of Horticulture & Housekeeping Services mentioned in Table 1 of Scope of Work (Schedule-II) above and immediately upon call by Chief Engineer/ any official authorized by him for breakdown services mentioned in Table 1 above to meet the time line as per Schedule- II of Scope of Work.
7. For the purposes of Clause 14 (Warranty) of Schedule I (Conditions of Contract) the “Warranty Period” shall be a period as stipulated in the Scope of Work (Schedule-II) from the date of issue of the Completion Certificate in respect of the respective work(s) or, if earlier, the date of termination of the Contract; provided that if any rectification is carried out pursuant to Clause 14 (Warranty), then the Warranty Period shall be extended for a further equivalent period from the date of completion of such rectification.
8. The Contractor has provided the Corporation with an irrevocable and unconditional performance bank guarantee in the sum of **[insert amount]** i.e. **[insert amount]** from a bank or financial institution acceptable to the Corporation (the “**Performance Bank Guarantee**”). The PBG shall be returned to the Contractor after Completion Certificate issued by the Corporation.

The PBG and or any other Bank Guarantee provided under this Contract shall be duly kept valid by the Contractor for beyond sixty (60) days- after first anniversary of the Letter of Award issued by the Corporation or any Contract/ Work Order extension.

If requested by the Corporation, the Contractor agrees to extend the validity period of the Performance Bank Guarantee or to issue a further Performance Bank Guarantee in the event that the duration of this Contract is for any reason extended beyond such validity date.

The Corporation shall make a claim under the Performance Bank Guarantee apart 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 Contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Corporation may claim the full amount of the

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Performance Bank Guarantee.

- b) failure by the Contractor to pay Corporation any amount due, either as agreed by the Contractor or determined under any of the provisions of this Contract/ Work Order, within 30 days of the service of notice to this effect by Corporation.
9. Notwithstanding any other provisions of the Contract, no payments due to the Contractor by the Corporation under the Contract shall be payable by the Corporation to the Contractor until the copies of the certificates of insurance referred to in Clause 21 (Insurance) of Schedule I (Condition of Contract) (wherever applicable) and the Performance Bank Guarantee have been delivered to the Corporation.
10. For the purposes of Clause 31.5 (Notices) of Schedule I (Conditions of Contract), the address for notices shall be:

If to the Corporation/ Chief Engineer:

[Insert Address]

E-mail: []

Attention: []

DRAFT

If to the Contractor:

[Insert Address]

E-mail: []

Attention: []

13. For the purposes of this Contract, the Corporation's Representative for contractual matters shall be **[name/designation- / Chief Engineer]** and the Corporation's Representative for operational/technical matters shall be **[name/designation]**.

For the purposes of this Contract, the Contractor's Representative for contractual matters shall be **[name/designation]** and the Contractor's Representative for operational/technical matter shall be **[name/designation]**.

14. The following additional terms and conditions shall apply to this Contract:

[Insert here any additional contract-specific terms and conditions, if any]

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day, month and year herein above written:

Signed by.....

.....[Print Name]

for and on behalf of **CWC**

Witness.....

.....[Witness Name]

Signed by.....

.....[Print Name]

for and on behalf of **[Name of Contractor]**

Witness.....

.....[Witness Name]

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SCHEDULE I
CONDITIONS OF CONTRACT

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SCHEDULE I CONDITIONS OF CONTRACT

1 INTERPRETATION

1.1 Definitions

In the Contract the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"Affiliate"	shall mean any subsidiary or holding company of any body corporate or any other subsidiary of such holding company. For the purpose of this definition: "subsidiary" shall mean a subsidiary within the meaning of the Companies Act, 2013 but in addition as if that section provided that its members are deemed to include any other body corporate whose rights in relation to it are held on behalf of that other body corporate or by way of security by another person but are treated for the purposes of that section as held by that other body corporate; and "holding company" shall mean a holding company within the meaning of the Companies Act, 2013 but in addition as if that section provided that a body corporate is deemed to be a member of another body corporate where its rights in relation to that body corporate are held on its behalf or by way of security by another person but treated for the purposes of that section as held by it;
"Agreement"	shall mean the Agreement between the Corporation and the Contractor to which this Schedule is attached;
"Claim"	shall mean means any and all claims, demands, liens, judgments, awards, remedies, debts, liabilities, damages, injuries, costs, losses, legal and other expenses, or causes of action of whatsoever nature, including, without limitation, those claims made or enjoyed by dependants, heirs, claimants, executors, administrators, successors or assigns, in whatever jurisdiction the foregoing may arise;
"Commencement Date"	shall mean the required date for commencement of the Work at the Site, as specified in the Contract/ Work Order;
"Corporation Group"	shall mean the Corporation, its affiliate, successors and permitted assignees, and its and their respective directors, officers and employees (including agency personnel).
"Corporation Information"	shall mean all data, documents, materials and information supplied by the Corporation to the Contractor for the purposes of this Contract, including, without limitation, any updated or re-issued information;
"Corporation's Representative"	shall mean the person(s) identified as such in the Agreement;
"Completion Certificate"	shall have the meaning given to that term in Clause 13 (Completion of the Work);

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"Completion Date"	shall mean the required date for completion of the Work as set out in the Contract/ Work Order, as the same may be amended in accordance with the provisions of the Contract;
"Contract"	shall have the meaning given to that term in the Agreement, as the same may be amended or varied in accordance with its terms;
"Contractor's Equipment"	shall mean all tools, plant, equipment, materials and supplies provided by the Contractor Group (whether owned, leased or hired) in connection with the performance of the Work/Services (including, without limitation, those referred to in the Scope of Work) and whether or not for incorporation in the Facilities/ Work(s);
"Contractor Group"	shall mean the Contractor, its subcontractors of any tier, its and their respective Affiliates, successors and permitted assignees, and its and their respective directors, officers, employees (including agency personnel);
"Contractor's Personnel"	shall mean all personnel provided or used by the Contractor Group for the purpose of carrying out the Work, including, without limitation, those referred to in the Scope of Work;
"Contractor's Representative"	shall mean the person(s) identified as such in the Agreement;
"Data"	means all reports, studies, designs, data, drawings and other information, documentation and materials as may be prepared, created or developed by the Contractor as a result of the Work or in accordance with this Contract;
"Effective Date"	shall have the meaning given to that term in the Agreement;
"Facilities"	shall mean the facilities to be constructed/ maintained/ repaired/ renovated by the Contractor as a result of the Work(s);
"Force Majeure"	shall have the meaning given to that term in Clause 22.2 (Definition);
"Government"	shall mean the Government of India, or where applicable, any state, regional or local government or authority, inclusive of any ministry, agency, authority or other entity controlled by same; includes agencies and Public Sector Enterprises under it, in specific contexts;
"Issued Material"	shall mean the resources viz materials, tools, plant, equipment listed in the , Appendix 7 and/or Scope of Work (if any) to be procured by the Corporation and delivered to the Contractor at the specified location to enable to Contractor to carry out the Work;
"Engineer-in charge"	shall mean the Corporation Representative Officer in the capacity/rank of Engineer who placed the work order to contractor to perform the work/deliver the services under the contract.

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"Party"	shall mean either the Corporation or the Contractor as the context so permits and, as expressed in the plural, shall mean the Corporation and the Contractor collectively;
"Scope of Work"	shall mean the scope of work set out in Schedule II (Scope of Work) along with Technical Specifications and any amendment thereto made in accordance with the terms of the Contract;
"Schedule(s)"	shall mean the schedule(s) to the Contract as referred to numerically and exhaustively therein;
"Site"	shall mean the operating site, construction site or other place where the Contractor is performing the Work and/or any supporting activity in respect thereof;
"Specification"	shall mean those requirements regarding the standard of Contractor's Equipment, as set out in the Contract;
"Warranty Period"	shall have the meaning given to that term in the Agreement;
"Work"	shall mean all work or services to be performed by the Contractor as provided for under the Contract, including, without limitation, the provision of all materials, services and equipment required in accordance with the Contract as per Scope of Work and Technical Specifications;

1.2 Clauses

Unless otherwise stated, any and all references in the Contract to Clauses are references to the Clauses of this Schedule I of the Contract.

1.3 Headings

The headings in the Contract are used for convenience only and shall not govern or affect the interpretation of the Contract.

1.4 Plurality

Words denoting the singular shall include the plural and vice versa, where the context requires.

1.5 Statutory References

Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

1.6 Periods

Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.

2 COMMENCEMENT AND PROGRESS OF WORK

2.1 Commencement Date

When Corporation issue the work order(s), on need basis, for any work /services at any day during contract period, The Contractor shall ensure that it is in position ready to commence the Work at the Site no later than the Commencement Date mentioned in work order(s).

2.2 Progress of the Work

2.2.1 The Contractor shall at all times carry out and complete the Work in accordance with any Work Plan and/or time schedule for the Work specified in the Work Order (s) or if none is specified such other work plan and/or time schedule as may be agreed between the Parties (the "Work Plan").

2.2.2 As soon as possible, but within 3 (Three) working days of receipt of a Work Order, the Contractor shall submit a Work Plan showing the 'Time and Progress Chart' for each milestone within the Time for Completion. The Engineer in charge may within 7 (seven) working days thereafter, if required modify and communicate the Work Plan approved to the Contractor, failing which the Work Plan submitted by the Contractor shall be deemed to be approved by the Engineer in charge.

2.2.3 In case of non-submission of Work Plan by the Contractor, the Work Plan as may be issued by the Engineer in charge shall be deemed to be final. The issuance of and/or deemed approval of such Work Plan by the Engineer in charge shall not relieve the Contractor of any of the obligations under the Contract.

2.2.4 The Contractor shall submit the Work Plan including the 'Time & Progress Chart' and Progress Report using the mutually agreed software or in other format decided by Corporation for the work done during previous month to the Corporation on or before 5th day of each month, failing which a recovery as per **Appendix-7** to be decided by the Corporation, shall be made on per week or part basis in case of delay in submission of the monthly progress report.

2.2.5 The Contractor shall use the Work Plan as the basis for progress reporting, scheduling, forecasting and controlling performance of the Work. If at any time the progress of the Work does not comply with the Work Plan, the Contractor shall immediately inform the Corporation and shall take all necessary action to re-establish progress in accordance with the Work Plan.

2.2.3 A Work Order issued by the Corporation shall only be amended in accordance with the procedure set out in Clause 29 (Variations).

2.3 Completion Date

The Contractor shall complete the Work in accordance with the Contract by no later than the Completion Date stipulated in the Work Order. Upon completion, the Corporation shall issue a Completion Certificate to the Contractor in accordance with Clause 13.3.

3 CONTRACTOR'S OBLIGATIONS – GENERAL

3.1 Contractor's Performance

3.1.1 The Contractor shall perform the Work with all due skill, diligence and care and in a safe, competent and workmanlike manner in accordance with good and prudent industry practice and in accordance with the provisions of the Contract.

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- 3.1.2 Except to the extent that it may be legally or physically impossible or create a hazard to safety, the Contractor shall comply with the Corporation's Representative(s) instructions and directions on all matters relating to the Work.
- 3.1.3 The Contractor shall provide all management, supervision, personnel, materials, equipment and supplies, plant, consumables, facilities and all other things, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.
- 3.1.4 Where the Contractor has to work along with other agencies in and around the area allotted for his Works, it shall execute all the Works in complete coordination and cooperation with all such agencies, so that at no time either its work or the works of other agencies is stopped or delayed. In case of any dispute in this regard, decision of Chief Engineer of the Corporation will be final and binding on the Contractor. No claim for idle labor, plant and machinery, under any circumstances will be entertained by the Corporation.
- 3.1.5 During execution of the work, the CWC Complexes may be operational. Contractor has to execute all works in complete coordination and cooperation with all activities confined to the area within the Scope of Work, so as not to affect the operations under any circumstances. In case of any dispute in this regard, decision of Corporation or their representative (Engineer in charge) will be final and binding on the Contractor. Contractor shall also note that work shall progress in phased manner as per operational requirement of Corporation, if any, as may be informed by the Corporation at the time of execution of the Work.
- 3.1.6 The Contractor acknowledges that it has assessed CWC operations at site of work and shall deploy the needful resources after proper planning in such a way that each work/services, under this contract, is completed within stipulated time schedule despite running transactions/operations of CWC.
- 3.1.7 Contractor shall provide temporary site office with requisite furniture & appliances and godown for storing/ stacking construction materials at their own cost. Space, without charging any rent, to construct temporary godown and to provide temporary site office shall be provided by Chief Engineer of the Corporation based on availability of space in site (CWC's Corporate Office). The area to be provided shall be decided by Chief Engineer based on availability. The Contractor undertakes that no construction material, supplied goods or any other items/materials is/are placed in the site (CWC's Corporate Office) in haphazard manner or stored at any place other than its designated place. Chief Engineer may, in all such case shall have the power to remove such material(s) from the site (CWC's Corporate Office) or may relocate the same to designated place at risk and cost of Contractor. Decision of Chief Engineer in such cases shall be final and binding on Contractor and shall be an exempted matter.
- 3.1.8 Where the Work(s) executed by the Contractor are ultimately to be delivered to the Corporation, the risk and responsibility for the damage, loss, care and maintenance of such Work(s) shall remain with the Contractor until the date of issue of the Completion Certificate in respect of the whole of the Facilities.
- 3.1.9 The Contractor acknowledges that it has already inspected the site and satisfied itself about the actual site conditions and has collected any other information which may be required by the Contractor. The Contractor shall not be entitled for any claim(s) whatsoever, in case of variance of Site conditions prior to or after execution of this Contract.
- 3.2 **Sampling, Inspection and Testing**
- 3.2.1 The Contractor shall, at his own expense and without delay, supply to the Corporation samples of materials to be used on the work and shall get these approved in advance. All such materials to

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be provided by the Contractor shall be in conformity with the specifications, if any, laid down or referred to in the Contract. The Contractor shall, if requested by the Corporation furnish proof, to the satisfaction of the Corporation that the materials so comply.

- 3.2.2 The Corporation through its representative shall, within 7 days of supply of samples or within such further period as he may require, intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Corporation for his approval, fresh samples complying with the specifications laid down in the Contract. When materials are required to be tested in accordance with specifications, approval of the Corporation shall be issued after the test results are received.
- 3.2.3 The Contractor shall at his risk & cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Corporation. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
- 3.2.4 The Contractor shall, at his risk & cost, make all arrangements and shall provide all facilities as the Corporation may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Corporation and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Corporation shall, at all times, have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility and every assistance in obtaining the right to such access.
- 3.2.5 The Corporation shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Corporation shall be at liberty to employ at the expense of the Contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Corporation shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Corporation may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.
- 3.2.6 The contractor may at his own expense, provide a material testing lab. at the site for conducting routine field tests. The lab should be equipped at least with the testing equipment, as specified in Appendix 7.
- 3.2.7 Any inspection by the Corporation, test or examination, or any failure by the Corporation to carry out any inspection, test or examination, shall not relieve the Contractor of any of its obligations under the Contract.

3.3 Quality Assurance and Quality Control

- 3.3.1 Promptly after the Effective Date, the Contractor shall provide quality assurance and quality control systems and quality plans for approval by the Corporation. Such systems and plans shall be in accordance with good industry practice and Field quality plans given in Schedule-II (Appendix-IV-technical specification).

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- 3.3.2 The Contractor shall ensure, and shall procure that its sub-contractors ensure, that the Work is carried out in accordance with the quality assurance and quality control systems and quality plans approved in writing by the Corporation and any other quality assurance and quality control systems and quality plans provided to the Contractor by the Corporation.
- 3.3.3 All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Corporation and/or his authorized officers-in-charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
- 3.3.4 If it shall appear to the Corporation or his authorized subordinates, Chief Engineer and or Other Engineers in his Office of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the Contractor shall, on demand in writing which shall be made within six months (three months in the case of work costing Rs. 10 Lac and below except roadwork) of the completion of the work from the Corporation specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Corporation in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under Clause 10 of the contract (for non-completion of the work in time) for this default.

In such case, the Corporation may not accept the item of work at the rates applicable under the contract, but may accept such items at reduced rates as the authority specified in Appendix 7 may consider reasonable during the preparation of on account bills or final bill, if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk & cost of the contractor. Decision of the Corporation to be conveyed in writing in respect of all of the above shall be final and binding on the Contractor and shall be excepted matter(s).

4 CONTRACTOR'S EQUIPMENT

4.1 Contractor's Equipment - General

- 4.1.1 The Contractor warrants that the Contractor's Equipment shall be adequate to perform the Work, shall be new or as new, of good quality and workmanship and shall comply in all respects with the Specification.
- 4.1.2 The Corporation shall be entitled, at any time, to inspect all or any part of the Contractor's Equipment. If any part of the Contractor's Equipment does not, at any time, meet the requirements of the Contract, then the Contractor shall upon notice from the Corporation promptly replace or repair such part of the Contractor's Equipment to ensure compliance with the Contract.
- 4.1.3 The Contractor warrants good title to all Contractor's Equipment.

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4.1.4 The Contractor warrants that the Contractor's Equipment has been examined by inspectors of any relevant certifying authority no more than six months prior to the Effective Date and shall, for the duration of the Contract and any extension thereof, conform in all respects with all applicable current laws or statutory instruments setting out regulations to be observed in the conduct of oilfield operations.

4.1.5 Any inspection of any item of Contractor's Equipment necessarily required during the currency of the Contract to ensure continued compliance with certification requirements, or for any other reason, shall be conducted at a time convenient to the Corporation (subject to any overriding limitation imposed by any certification authority). All costs connected with any such inspection shall be to the account of the Contractor.

4.2 Spares

The Contractor shall ensure that the Contractor's operational base at the Site is at all times stocked with spare parts for the Contractor's Equipment that meet the requirements of the Contract, together with all necessary or desirable packing and marking for that purpose and that such spare parts are sufficient to ensure that the Work /services can continue in the event of failure of the Contractor's Equipment.

4.3 Removal of Unserviceable Contractor Equipment

4.3.1 The Contractor shall at its own expense, if required by the Government or if required by the Corporation for operational reasons, promptly remove from the Site, any Contractor's Equipment which may have been rendered unserviceable through any cause during the course of operations hereunder or otherwise deal with the Contractor's Equipment in accordance with the Corporation's instructions, notwithstanding that the Contractor's Equipment may be insured and whether or not declared a loss.

4.3.2 In the event that the Contractor fails to carry out its obligations under the foregoing Clause 4.3.1 within seven days of receiving notice from the Corporation, the Corporation shall be entitled to take such measures in respect of any such equipment and, at its sole discretion, shall be entitled to elect, at any time thereafter, to remove the same and shall be entitled to recover all costs and expenses so incurred from the Contractor (including, without limitation, any customs duties or taxes which may be incurred).

4.4 Title and Risk

Where any item of Contractor's Equipment is ultimately intended to become the property of the Corporation pursuant to this Contract (whether through incorporation in the Facilities or otherwise), title to such item shall be transferred to the Corporation with effect from the first arrival of such item at the Site but the risk and responsibility for the damage, loss, care and maintenance of such item shall remain with the Contractor until the date of issue of the Completion Certificate in respect of the whole of the Facilities.

4.5 The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as Corporation's property and such materials shall be disposed of to the best advantage of Corporation according to the instructions in writing issued by the Engineer in charge. The Contractors, in the course of their own work, acknowledges that all materials obtained in the work of dismantling and excavation etc. is the property of Corporation and would be issued to the Contractor (if they require the same for use in the work) at the rates approved by the Corporation, as the case may be.

5 CONTRACTOR'S PERSONNEL

5.1 Contractor's Personnel - General

- 5.1.1 Subject to all the compliances of Appendix-5, the Contractor shall, at its expense, provide and keep available for the Work, the Contractor's Personnel and shall ensure that the Contractor's Personnel comply with applicable laws and, where necessary for the performance of the Work, are in possession of valid passports and work permits, wherever applicable.
- 5.1.2 The Contractor shall ensure that the Contractor's Personnel shall be sufficient in number, experience and quality to carry out the Work in accordance with the terms and conditions of the Contract.
- 5.1.3 No key member of the Contractor's Personnel assigned to the Works may be replaced without the Corporation's prior written approval, except in the case of death, serious injury or illness of the key member or their immediate family and/or resignation of such personnel not followed by any hiring back by the Contractor during the term of the Contract. Any replacement shall work with the person to be replaced for a reasonable handover period. For the purposes of this Clause, the term "key member" shall mean any member of the Contractor's Personnel who, in the reasonable opinion of the Corporation, performs an important role in the performance of the Work and shall include, without limitation, any project manager, supervisory staff, project engineer or lead discipline engineer.
- 5.1.4 The Corporation reserves the right to reject any member of the Contractor's Personnel, prior to that member commencing any part of the Work.
- 5.1.5 The Contractor shall submit by the 4th and 19th of every month, to the Corporation, a true statement showing in respect of second half of the preceding month and the first half of the current month respectively:
- (i) the number of labourers employed by him on the work
 - (ii) their working hours
 - (iii) the wages paid to them
 - (iv) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them
 - (v) the number of female workers who have been allowed maternity benefit and the amount paid to them.

In case of failure to comply with the above, the Contractor shall be liable to pay to Corporation, a sum as decided by the authority mentioned in Appendix-7 for each default or materially incorrect statement. Decision of the Corporation shall be final in deducting from any bill due to the Contractor, the amount levied as fine and be binding on the Contractor.

5.2 Removal of Personnel

The Corporation may, at any time after the commencement of the Work and at its sole discretion, direct the Contractor in writing to remove any member of the Contractor's Personnel from the performance of the Work. The Contractor shall immediately comply with such direction and shall, as soon as reasonably practicable, replace, or procure the replacement of, such person with another person suitably qualified and acceptable to Corporation. The Contractor shall bear the costs of any such removal and replacement.

5.3 Working Conditions and Discipline of Contractor Personnel

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- 5.3.1 The Contractor shall, at all times, be responsible for the conduct of the Contractor's Personnel and shall ensure that they comply with all applicable laws and honour and observe Indian standards of morality and behaviour.
- 5.3.2 The Contractor shall comply with, and ensure that its sub-contractors comply with, all labour laws, regulations, standards and practices applicable in respect of the Site. Wherever, applicable, the Contractor shall provide a copy of Labour Licence to the Corporation promptly/immediately after execution of this Contract.
- 5.3.3 No guarantee will be provided by CWC for accommodation of the Contractor or any of his personnel deployed for the Work(s). The Contractor may, however, be allowed by the Corporation at its discretion, to erect labour camps for housing the labour/ personnel at or near the site of work on available at premises. The Contractor shall at his own cost make all necessary and adequate arrangements for importation, feeding and preservation of the hygiene of his staff. Contractor shall always permit inspection of the Corporation or his assistant or any official of the Corporation for all sanitary arrangements, made by him. If the Contractor fails to make adequate medical and sanitary arrangements, these may be provided by the CWC and cost thereof will be recovered from the Contractor. The Contractor shall ensure that these labour camps so erected shall not adversely degrade the beauty and aesthetic of site (CWC's Corporate Office). The camps shall be erected as per Good Industry Practices giving a neat and clean ambience.

5.4 Drugs and Alcohol

Neither the Contractor nor any of the Contractor's Personnel shall, except for bona fide medical purposes, keep, sell, barter, give, dispense or otherwise dispose of any drugs or alcoholic liquors to any person at the Site or permit the same to be done by any person. Alcohol shall not be permitted at the Site save in a form generally used in medicine and forming a bona fide constituent of a medical kit. The Corporation's Representative reserves the right to search the property and person of any member of the Contractor's Personnel to ensure compliance with the provisions of this Clause 5.4 (Drugs and Alcohol). The Corporation's Representative may at his absolute discretion prohibit any member of the Contractor's Personnel to go on to the Site or other facility in the control of Corporation, or may require such person to leave the Site where he has reasonable grounds to suspect non-compliance with the provisions of this Clause 5.4 (Drugs and Alcohol). The Contractor shall at all times comply with the provisions of Appendix 4 (Substance Abuse Conditions).

6 TRANSPORT OF PERSONNEL AND EQUIPMENT

6.1 Contractor's Responsibility

Unless otherwise specified in the Contract, the Contractor shall be responsible for providing any and all transportation for all Contractor's Equipment and Contractor's Personnel required in connection with the performance of the Work.

7 CORPORATION SUPPLIED RESOURCES

7.1 Resources viz Issued Material, Tools, Plants and Equipment

- 7.1.1 The Corporation shall deliver the Material Tools, Plants and Equipment to the Contractor as specified in the Appendix- 7 of Schedule I. The Contractor shall inspect all such resources when delivered into the Contractor's possession and shall within 48 hours of such delivery notify the Corporation of any defect, deficiency or shortage. In the event that the Contractor does not notify the Corporation of any defect, deficiency or shortage within 48 hours of delivery, then the

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Contractor will be deemed to have accepted the Issued Material / Tools/ Plants/ Equipment and these resources shall be deemed to have been delivered in a complete and undamaged state.

- 7.1.2 Title to the Corporation Issued Material / Tools/ Plants/ Equipment shall at all times remain with the Corporation but the risk and responsibility for the damage, loss, care and maintenance of the these resources shall rest with the Contractor from the date of delivery to the Contractor until the date of issue of the Completion Certificate in respect of the whole of the Facilities. Upon completion of the Facilities or expiry/ termination of the Contract, the Contractor undertakes to return the resources balanced from consumption in work based on technical consumption requirement as defined in Appendix IV of Schedule II and/or reconcile the same. In case of any unaccounted issued resources, the Contractor shall be liable to the Corporation to pay the cost of such resource.

7.2 Corporation Information

- 7.2.1 The Corporation shall provide the Corporation Information to the Contractor as specified in the Scope of Work. The Corporation makes no representation or warranty as to the accuracy or sufficiency of the Corporation Information.
- 7.2.2 The Contractor shall review the Corporation Information and shall promptly notify the Corporation of any inaccuracies, omissions, contradictions or ambiguities in the Corporation Information.
- 7.2.3 All Corporation Information shall at all times remain the exclusive property of the Corporation and shall be returned to the Corporation on completion of the Work or termination of the Contract, whichever is the earliest.
- 7.2.4 The Corporation Information may be updated or re-issued to the Contractor from time to time during the carrying out of the Work.
- 7.2.5 The Contractor shall not diverge from or change the requirements or parameters referred to in the Corporation Information or the Scope of Work without the prior written approval of the Corporation.

7.3 Deemed Satisfaction

Notwithstanding the provision of the Corporation Information, the Contractor shall be deemed to have satisfied itself in respect of all relevant matters pertaining to the Work, including, but not limited to, the Scope of Work, the nature of the Work, access to the Site, local facilities, climatic, sea, other water and weather conditions, working hygiene and working environment conditions and all other matters which may affect the performance of the Work. Any failure by the Contractor to take into account any of the aforementioned matters shall not relieve or excuse the Contractor from any of its responsibilities, liabilities or obligations hereunder or entitle the Contractor to any extra payment.

8 HEALTH, SAFETY AND ENVIRONMENT

8.1 Safety

The Contractor shall observe and comply with all laws, regulations, restrictions, guides and issued by any authority having jurisdiction in the respect of the Site relating to health, safety and environment including, as provided in Appendix-4. In respect of all labour/ personnel directly or indirectly employed for execution of the work(s) for the performance of the contractor's part of this Contract, the Contractor shall at his own expense arrange for the safety provisions as per CPWD's Safety Code (a copy of which Contractor acknowledges to have received), framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the authority mentioned in Appendix-7 for each default and

in addition, the Corporation shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Contractor.

8.2 Compliance with Corporation HSE Requirements

The Contractor shall observe and comply with the health, safety and environment requirements set prescribed by any statutory authority and/or set out in the Contract including, without limitation, the Corporation's HSE policy and guidelines (or relevant part thereof) set out in the Contract.

8.3 Obligations of Contractor

8.3.1 It shall be the Contractor's obligation to determine at all times whether the Work can be safely continued or undertaken including, without limiting the generality of the foregoing, determining by the Contractor's own inspection that all Contractor's Equipment is loaded and/or stored in a proper and safe manner and that the Contractor's Equipment is in all respects suitable to undertake the Work in the then existing conditions.

8.3.2 The Contractor shall store all material brought by him for incorporating in works such that its physical and material property are not damaged. Its storage should not be haphazard and exposed to weather, sun (in case it is not so recommended by manufacturers). Raw construction material viz bricks, sand, aggregates, TMT, Roof sheets, Pipes etc shall not be stacked in circulation area. These to be stored over space identified by Corporation only despite of lead and carriage within site (CWC's Corporate Office). All earth excavated from pit shall be disposed off neatly at the end of day. Construction material, in site (CWC's Corporate Office), shall be stored such that site (CWC's Corporate Office) operations and campus aesthetic is not disturbed. In case of Contractor's failure in this regard, the Corporation shall have power to shift the stored items and relocate the same. Any cost and damage upon such shifting shall be at the risk and cost of the Contractor.

8.3.3 No inflammable materials, such as petroleum, oil etc. within the meaning of the Indian Petroleum Act and Indian Explosives Act shall be stored at site or adjacent land, until approval of the Corporation and necessary license under the Act has been obtained by the Contractor. All due precautions, as required under the Acts shall be taken by Contractor.

8.3.4 The Contractor shall ensure that equipment or rubbish in any form originating from the Work will be collected promptly in a place at the Site suitable for ready and prompt removal therefrom.

8.4 Responsibility for Safety of Contractor Personnel

8.4.1 The Contractor shall, throughout the duration of the Contract be responsible for the safety of the Contractor's Personnel and agrees that the Contractor's Personnel, whilst on the Site, shall attend and conduct safety drills as may be directed by, or on behalf of, the Corporation.

8.4.2 The Contractor shall hold regular meetings with the Contractor's Personnel to instruct and update them regarding compliance with the requirements of this Clause 8 (Health, Safety and Environment) and shall provide evidence of this to the Corporation on request. The Contractor shall at all times provide appropriate and adequate personal protective equipment and safety equipment to the Contractor's Personnel.

8.4.3 The Contractor shall have proper arrangements in place for the effective supervision of the execution of the Work by the Contractor's Personnel so as to ensure safe and proper execution of the Work. Where the Work is being performed at an offshore location, the Contractor shall ensure that those members of the Contractor's Personnel working offshore have undergone sea survival training.

8.5 Contractor's Policy

The Contractor may supply to the Corporation a copy of the Contractor's health, safety and environmental policy prior to commencement of the Work. The policy shall indicate how the responsibility for health, safety and environmental matters is allocated and shall specify by name one individual amongst the Contractor's Personnel with overall responsibility for such matters. The policy shall indicate in clear terms the practices, procedures and measures which the Contractor intends to follow or take to protect all resources at the Site, including men and materials, during the carrying out of the Work. The policy shall also include details of the emergency procedures to be followed in case of injury to any person, damage to any works, equipment or materials and pollution to the environment. The policy shall be complementary to the Corporation's HSE policy and guidelines referred to in Clause 8.2 (Compliance with Corporation HSE Requirements) and the other requirements set out in this Clause 8 (Health, Safety and Environment).

8.6 Compliance with Corporation's Instructions

Without prejudice to the foregoing provisions of this Clause 8 (Health, Safety and Environment), the Contractor shall comply with all safety instructions of the Corporation consistent with the provisions of the Contract including, without limitation, the safety instructions of any of the Corporation's other contractors. Such instructions shall, if the Contractor so requires, be confirmed in writing by the Corporation's Representative, so far as practicable.

8.7 Chief Engineer and Engineer

The Contractor acknowledges that the Corporation shall be represented by Chief Engineer and/or Engineer. Such representatives shall have the general responsibility for matters affecting safety, emergency response, health or welfare and the maintenance of order and discipline, and in the discharge of that responsibility shall exercise authority over all personnel of Corporation, the Contractor's Personnel and the personnel of other contractors of the Corporation when present on or near the Site.

The Contractor hereby acknowledges the authority of the Chief Engineer and/or Engineer and shall ensure that the Contractor's Personnel shall recognize such authority and comply with all instructions (whether written, oral or otherwise) of such Chief Engineer and/or Engineer.

8.8 Reporting

8.8.1 The Contractor shall immediately inform the Corporation in writing when an incident or accident occurs (including, without limitation, any fatality, lost time incident, medical treatment case, first aid case near miss or any other loss related incident) in any way connected with the Work, whether or not it may affect any operations of the Corporation or the operations of others working on behalf of the Corporation, and shall maintain accurate records therefor. Any fatality or major accident or incident shall be reported to the Corporation within 24 hours of occurrence. The Contractor shall also submit a monthly report in respect of all incidents or accidents in any way connected with the Work detailing, without limitation, the nature of such incident or accident, the extent of lost time, the reasons for the incident or accident and future preventive measures which will be taken by the Contractor.

8.8.2 In addition to the foregoing, the Contractor shall promptly conduct incident investigations on all fatalities or major accidents or incidents and submit a report with its findings, conclusions, recommendations and actions taken or planned to the Corporation within one week from the date of occurrence of such fatality or major accident or incident. The Corporation shall be entitled to join the Contractor in its investigation of the matter or carry out its own independent investigation. In either case, the Corporation's role in any such investigation shall not relieve the Contractor of

its obligation to conduct its own investigation and to submit its report to the Corporation within the stipulated time.

9 REPRESENTATIVES

9.1 Corporation's Representative

- 9.1.1 The Corporation's Representative(s) shall act in full charge of the Work and shall have full authority to liaise with the Contractor's Representative(s) to resolve all day to day matters which may arise between the Contractor and the Corporation.
- 9.1.2 The Corporation's Representative(s) shall monitor the performance of the Work and shall have the authority necessary to enforce the provisions of this Contract.
- 9.1.3 The Corporation's Representative(s) shall be entitled to inspect the Work and all documentation relating thereto at any time.
- 9.1.4 The Contractor shall direct all matters relating to the Contract to the Corporation's Representative(s) and shall act only in accordance with the instructions of the Corporation's Representative(s).

9.2 Contractor's Representative

The Contractor's Representative(s) shall act in full charge of the Work and shall have full authority to liaise with the Corporation's Representative(s) to resolve all day to day matters which may arise between the Contractor and the Corporation.

9.3 Change of Representatives

Either Party may:

- (a) revoke the appointment of any person appointed as that Party's representative and may appoint another person as representative in his/her place; or
- (b) appoint any person to be an additional representative for a stated purpose.

No such revocation or appointment shall be effective until notice of it is given to the other Party.

10. Liquidated Damages

- 10.1 Except as provided under Clause 22 (Force Majeure) in case, the execution of Work(s) is/are delayed beyond the time for completion of Work(s) under any Work Order, without prejudice to right to take action under Clause 24, the Contractor shall be liable for liquidated damages to the Corporation. Unless specifically provided in Appendix-7, the liquidated damages shall be deducted in the following manner:

- In case the scheduled completion of work under any Work Order is more than six months- at the rate 1% (one percent) per month of delay to be computed on per day basis based on the total Work Order value/price determined as per the total amount determined by the Corporation to be payable against a Work Order;
- In case the scheduled completion of work under any Work Order is more than two months and up to six months- at the rate 2% (two percent) per month of delay to be computed on per day basis based on the total Work Order value/price determined as per the total amount

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determined by the Corporation to be payable against a Work Order;

- In case scheduled completion of work under any Work Order is up to two months- at the rate 5% (five percent) per month of delay to be computed on per day basis based on the total Work Order value/price determined as per the total amount determined by the Corporation to be payable against a Work Order;

provided always that the total amount of liquidated damages shall not exceed 10% of the estimated Work Order price/value.

- 10.2 The right of Corporation to levy liquidated damages under this clause shall survive the expiry/ termination of Contract.

11 PATENTS

11.1 Indemnity

The Contractor shall be liable for and shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Contract by the Contractor.

11.2 Continued Performance

If the Contractor is prevented from performing any part of the Work as a result of an infringement (whether actual or alleged) of any patent or other intellectual property right the Corporation shall have no liability to pay for any part of the Work not performed as a result. The Contractor shall use all reasonable endeavours to utilise alternative methods and/or processes and/or equipment to continue to carry out the Work in accordance with the Contract.

11.3 Exception

The provisions of Clause 11 (Patents) shall not apply to the extent that the infringement necessarily arises from the Corporation's specifications or instructions to the Contractor, provided that the Contractor could not reasonably have been aware of such possible infringement.

12 DATA/ DRAWINGS

12.1 Delivery of Data

- 12.1.1 The Contractor shall deliver to the Corporation or to any other party designated by the Corporation, all Data/ Drawings, promptly on preparing/ obtaining such Data/Drawings. In the event of suspension or termination of the Contract, the Contractor shall immediately deliver to the Corporation all undelivered Data/ Drawings. The Contractor may not retain copies of such Data/Drawings unless it shall have first obtained the Corporation's written consent. The Contractor shall take all possible measures to ensure that no magnetic medium (tape, disk or other) will be passed through, or otherwise come into the vicinity of, any form of magnetic device during transport of the Data/ Drawings. Prior to the transport of any Data/Drawings by the Contractor, the Contractor shall advise the Corporation's Representative of the shipping and packing details.

12.1.2 Completion Drawings (in case of new construction only)

Completion drawings on as built basis of all the completed works for showing the layout of the area with dimensions, slopes and details of building, reinforcements used, pavement, drain, cable

trenches, machine foundations etc. shall be prepared by the Contractor at his own cost. The Contractor will supply three copies of completion drawings along with soft copy in CD / Pen- drive with the final bill. In case, contractor does not submit the Completion drawing within 30 days of completion of the work or expiry/termination of Contract or with final bill, he shall not be entitled to receive any outstanding payment from the Corporation and the SD, PBG if available with CWC may be forfeited.

12.2 Ownership of Data/ Drawing

12.2.1 All Data/Drawing(s) shall be the property of the Corporation from the date of its creation or development. No Data/ Drawing(s) created or developed by the Contractor under this Contract shall become the property of the Contractor; provided that the risk and responsibility for the loss of, or damage to, any Data/Drawing(s) shall remain with the Contractor until delivery of such Data/Drawing(s) to the Corporation.

12.2.2 All Data shall be fit for the purposes specified in the Contract.

12.2.3 All items created or developed by the Contractor outside the Contract shall remain the property of the Contractor, provided that the Corporation shall have the right to use any such item where it is provided to the Corporation as part of the Work.

13 COMPLETION OF THE WORK

13.1 Notification by the Contractor

Upon completion of the Work (or any part thereof), the Contractor shall notify the Engineer in charge. The Corporation Officer in-charge shall inspect the Work as soon as reasonably practicable and advise the Contractor whether the Work (or relevant part thereof) have been completed in accordance with the Contract.

13.2 Measurements for Works/Record of E- Measurements

- (i) Separate E -MB (Electronic Measurement Book) (“**EMB**”) shall be prepared for each Work Order.
- (ii) E-MB shall be maintained by Contractor and measurement shall be recorded therein. The date and time on which ‘on account’ or ‘final’ measurements of the Works/ Services completed are to be made shall be communicated to the Engineer in charge. The date and time of test checks shall be communicated to the Contractor who shall be present at the Site of Work(s) where measurement is to be checked and shall witness the test checks, failing the Contractor’s attendance the test checks will not be conducted in his absence.
- (iii) The measurement (Test Check) shall be verified and accepted/rejected- by Engineer in charge who has placed the work order.
- (iv) The Contractor shall ensure that measurements for all works, which may be partially or wholly hidden in the course of construction are duly recorded in the Measurement book and tested /checked by Engineer in charge, before that portion of work becomes inaccessible for measurement.
- (v) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer in charge 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 for repeated conduct on part of the Contractor, the Corporation shall have a right to terminate the Contract and any EMD, retention money or PBG available with CWC at the time of termination shall be forfeited and contractor shall be debarred from participating in future

tender of Corporation as per Corporation's policy.

13.3 Completion Certificate

13.3.1 Where the Corporation agrees that the Work (or relevant part thereof) have been completed in accordance with the Contract, the Corporation or its authorized representative shall issue a completion certificate (the "Completion Certificate") to the Contractor. If the Work has not been completed in accordance with the Contract the Corporation or its authorized representative may advise the Contractor of the steps to be taken for completion and the Contractor shall promptly carry out such steps. In the event that a Completion Certificate, issued by corporation or its authorized representative identifies certain minor deficiencies and defects in the Work, the Contractor shall ensure that all such deficiencies and defects are remedied or repaired to the Corporation's satisfaction as soon as reasonably practical after the date of the Completion Certificate.

13.3.2 Issue of a Completion Certificate by the Corporation shall not relieve the Contractor of any of its obligations and/or liabilities under the Contract.

13.4 Extensions of Time

13.4.1 If the Contractor is delayed in performing the Work under this Contract/Work Order solely as a result of:

- (a) an event of Force Majeure; or
- (b) suspension of the Work by the Corporation pursuant to Clause 25.1 (Suspension Without Cause); or
- (c) Variation of quantities by the Corporation (Clause 29); or
- (d) delay on the part of other contractors or tradesmen, engaged by Corporation in executing work, not forming part of the Contract, or
- (e) any other similar cause(s) which, in the reasoned opinion of the Engineer in charge is beyond the Contractor's sole control.

Upon the happening of any such event causing delay, the Contractor shall immediately give notice within seven (7) days thereof in writing to the Corporation. The Contractor shall have no claim of damages for extension of time granted or rescheduling of milestone(s), if any for events listed in this sub-clause.

13.4.2 In case, the Work is hindered by the for any reason attributable to the Corporation, the Corporation shall give a fair and reasonable extension of time and reschedule the milestones for completion of work. In case of concurrent delays under this sub-clause, the Contractor shall be entitled to only extension of time and no damages.

13.4.3 With every request for extension of time, the Contractor shall indicate the period for which rescheduling of milestone/s or extension of time is desired along with a revised programme, which shall include all details of pending drawings and decisions required to complete the Contract/Work Order and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery, as specified in **Appendix-7** shall be made on per day basis in case of delay in submission of the revised programme.

13.4.4 In any such case as above, the Corporation may give a fair and reasonable extension of time for completion of work or reschedule the milestones. The Corporation shall finalize/reschedule a particular milestone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority,

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specified in **Appendix 7**, in writing, within 21 days of the date of receipt of such request from the Contractor. In the event of the Contractor failing to seek extension of time, the Corporation, after affording opportunity to the Contractor, may give, supported with a programme (as specified under Clause 13.4.3 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

- 13.4.5 If the Contractor is delayed in performing the Work under this Contract/ Work Order as a result of its own delays, the Corporation may exercise its rights either to Terminate (Clause 24) or extend the time to a further date whilst reserving its right to or by levying liquidated damages.
- 13.4.6 Record of all such hindrances shall be maintained as described in Appendix 7 based on the information/notices provided by contractor and effect of such hindrance on actual performance of work as decided by Engineer in charge. Only the events, which actually forced to stop or slowdown the performance of work shall be recorded in hindrance register.

14 WARRANTY

14.1 Warranty

The Contractor warrants that it has performed and shall perform the Work in accordance with the provisions of the Contract, and that the Facilities will be free from defects during the Defect Liability Period provided in Schedule-II Scope of Work.

14.2 Notice by Corporation

If the Contractor is in breach of the warranty set out in Clause 14.1 (Warranty), the Corporation may notify the Contractor in writing before or during the Warranty Period specifying the nature of such breach and requiring the Contractor to rectify such breach. Upon receipt of any such notice, the Contractor shall, at its own expense, immediately commence and thereafter continuously proceed to rectify such breach (including, if applicable, re-performance of the relevant part of the Work) to the Corporation's reasonable satisfaction and in accordance with the provisions of this Contract.

14.3 Rights of Corporation

If the Contractor fails to comply with the provisions of Clause 14.2 (Notice by Corporation) or if, in the reasonable opinion of the Corporation rectification of such breach by the Contractor would be prejudicial to the Corporation's interests, the Corporation shall be entitled to engage a third party to perform (or re-perform) any part of the Work not properly performed by the Contractor and shall be entitled to recover from the Contractor any additional costs incurred by the Corporation in so doing.

15 INDEPENDENT CONTRACTOR

15.1 Status of Contractor

The Contractor shall at all times be an independent contractor with respect to performance of the Work and neither the Contractor nor any person employed by the Contractor shall, other than as expressly authorised by the Corporation in writing, either represent itself or himself (as appropriate) as, or be deemed for any purpose to be, an employee, agent, or representative of the Corporation in the performance of the Work. Nothing in this Contract shall be deemed to create a joint venture, partnership or agency between the Parties.

15.2 Other Contractors

The Corporation reserves the right to perform other work or services or enter into other contracts related to the Work hereunder. The Contractor shall afford the Corporation or other such contractors every opportunity for the execution of their work or services.

16 PRICES AND RATES

16.1 General

The Contractor shall, subject to the other provisions of this Contract and the provisions set out in Schedule III (Price/ Compensation Schedule), be paid for the Work in accordance with the prices and rates set out in Schedule III (Price/ Compensation Schedule).

Unless otherwise stated in this Contract, the price once accepted shall remain firm and will not vary during contract period or extended period for any reason.

17 PAYMENT

17.1 Invoices

17.1.1 For works, where stipulated period of completion is more than 1 month, running/on-account payments shall be made based on detailed measurements recorded in the measurement books for the actual work executed by the Contractor during the preceding month. Contractor shall raise the bills on monthly basis, (during 1st week of each month or as may be decided mutually between Corporation and Contractor) incorporating certified measurement of all works/services completed during previous month.

17.1.2 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 shall be done within 30 days from the receipt of final bill by the Corporation. Contractor shall raise the bill along with Corporation's certified measurement of all works/services completed during previous month.

17.1.3 The Contractor shall submit to the Corporation on or before the seventh (7th) day of each month an invoice detailing the amounts payable to the Contractor under this Contract in respect of the preceding month. Each invoice shall in addition to any requirements of Schedule III (Price/ Compensation Schedule):-

- (a) be in duplicate;
- (b) bear the Contract Number, work order number, name of work/services , date of work;
- (c) state the name, e-mail address, mobile telephone number of the Corporation's Representative; and
- (d) be accompanied by supporting evidence and itemised in accordance with the Corporation's requirements as per below:
 - Copy of paid challans of PF/ESI (as applicable) of a period preceding month;
 - register of Skilled/Semiskilled/Unskilled labors supplied, deployed on the work during the month, muster roll.
 - theoretical Consumption Statement of cement, steel & bitumen (if used in the work),
 - invoice of Cement, Paint, Floor Hardener, Steel & bitumen (as brought for use at Site)
 - test reports of the works claimed in the bills (Mandatory Items as per field quality plan)
 - Certified copy of EMB.
 - Copy of the certificate issued by Indian tax authorities, enabling the Corporation to make

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payments to the Contractor after deduction of such taxes as per prescribed rate in the certificate.

- Copy of the Permanent Account Number ('PAN') card issued by the Indian Tax authorities,

Invoices and mentioned documents in the Contract shall be submitted by the Contractor as per Bill Proforma enclosed through CWC online Bill Tracking System (BTS) only to the Chief Engineer of the Corporation. Contractor must ensure that all invoices for services performed or goods delivered are submitted to the Corporation within 60 days of rendition of service or goods delivered, as the case may be. Late submission of Invoices beyond abovementioned period may result into denial of payments to Contractor on the sole discretion of the Corporation.

Note:

- (a) Water charges @ 1 % of tendered rates shall be deducted if the water is supplied by CWC. Certificate of Chief Engineer shall be required.
- (b) Electricity Charges shall be deducted based on actual electricity consumed and the rates charged by electricity supplying Agency. Certificate of Chief Engineer shall be required.
- (c) No bill (invoice) shall be accepted without EMB as mentioned above.
- (d) No bill (invoice) with EMB shall be accepted if it is not submitted through online BTS.
- (e) Contractor can submit documents mentioned at above subsequently within 15 days of submitting the bills on BTS but submission of EMB duly certified by Engineer in charge along with Bill is mandatory.
- (f) No interest shall be payable, if payment is delayed beyond the stipulated period due to any reason.
- (g) Income tax as well as Goods and Service Tax or any other Tax / Levy, as applicable by the Central / State Govt., shall be recovered on the gross amount of each bill.

17.1.4 The Corporation shall make payment on satisfaction of all the requirements (if any) of the Reserve Bank of India (FEMA regulations), or any other regulation in relation to payment in foreign currency in relation to the Services provided by the Contractor.

17.1.5 While retaining 5% of the invoice amount as retention amount, in case of the invoices towards works completed with defect liability /warranty as mentioned in Schedule-II, the Corporation shall pay 95% payment towards any invoice received from the Contractor in the manner herein below:

- Where the Contractor submits a correct invoice under Clause 17.1.1 along with EMB however without other documents as stipulated under Clause 17.1.3 above, the Corporation shall make an initial 75 % payment (of amount duly certified by Corporation in claimed bill after deducting necessary retention amount/Liquidated Damages/ TDS, wherever applicable and/or any other technical/ financial withholding/recovery as suggested by the Corporation's representative within seven (7) working days from the date of receipt of such invoice with EMB in BTS. The balance payment (net off any withheld, deduction, recovery, retention etc), shall be released within seven (7) working days of receipt of complete set of the supporting documents in accordance with Clause 17.1.3.
- Contractor can raise next monthly bill only after submission of complete supporting documents as above with respect to previous monthly bill pending for submission by him if any.
- Where the Contractor submits a correct invoice under Clause 17.1.2 along with all the documents stipulated under Clause 17.1.3 above, full payment of amount duly certified by

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Corporation in claimed bill after deducting necessary retention amount/Liquidated Damages/ TDS, shall be paid within (7) days from receipt of such correct invoice.

17.1.6 The retention amount of 5% of all the invoice(s), as applicable with defect liability period, shall be released only upon satisfactory completion of Defect Liability Period. While releasing, appropriate adjustment(s) may be made by the Corporation to recover any dues of the Contractor, including but not limited to, recovery on account of labour engagement, arising out of this Contract/ Work Order to the Corporation.

Only upon accumulation of such retention amount to a minimum of INR 5 lacs, should the Contractor seek to withdraw the said retention amount, the same may be released by the Corporation upon Contractor submitted a valid Bank Guarantee/ Government Security(s) of an equivalent amount for which withdrawal is sought.

17.1.7 Any invoice not complying with the provisions hereof may be returned by the Corporation to the Contractor whereupon the Contractor shall submit a rectifying invoice. The Corporation shall make payment of such rectifying invoice in accordance with this Clause 17.

17.1.8 No payment made by the Corporation shall be construed as acceptance in whole or in part of the performance by the Contractor of any of its obligations under this Contract.

17.1.9 All items provided by the Contractor under the provisions of Schedule III (Price/ Compensation Schedule) or the Scope of Work that are expressly stated therein to be reimbursable by the Corporation shall be invoiced to the Corporation with detailed supporting documentation. The detailed supporting documentation shall include, without limitation, good quality copies of all relevant receipts and a detailed summary of the use of and reason for such item. All such supporting documentation must be approved and signed by a representative of the Corporation prior to the submission of the relevant invoice.

17.1.10 Unless otherwise specified in Schedule III (Price/ Compensation Schedule), all rates and charges payable by the Corporation under this Contract shall be invoiced and paid in Indian Rupees (INR).

17.2 Corporation's Right to Dispute Invoices

If the Corporation disputes any item on an invoice received pursuant hereto then it shall be entitled to withhold, without payment of interest, the amount in dispute.

17.3 Payments Due to the Contractor

The Corporation shall be entitled to deduct from any payment due or becoming due to the Contractor under this Contract or any other Contract and/or from PBGs, retention amount(s), all costs, damages, recovery or expenses for which the Contractor is liable to the Corporation under this Contract or any other Contract.

17.4 Audit

The Contractor shall maintain proper and accurate records in relation to this Contract and shall provide copies of the same to the Corporation on request. The Corporation (or its appointed representative) shall have the right to audit the relevant books and accounts of the Contractor in relation to any reimbursable charges paid for by the Corporation under this Contract. Such audit right shall survive for a period of 3 years following the expiry or termination of the Contract. Any incorrect payments identified by such audit shall be adjusted between the Parties as appropriate.

17.5 Liens

- 17.5.1 The Contractor shall not claim any lien, charge or the like on any aspect of the Work, the Facilities or on any property of the Corporation Group. The Contractor shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any lien, charge or the like created or caused by any member of the Contractor Group arising out of or in connection with the performance of the Contract.
- 17.5.2 Without prejudice to the generality of Clause 17.5.1, should any act or omission of the Contractor Group result in any lien, charge or the like existing upon the property of the Corporation Group, the Contractor agrees to refund to the Corporation upon demand all monies that the Corporation Group may be compelled to pay to discharge any such lien.

17.6 Subcontracts

- 17.6.1 The Contractor shall ensure that the provisions of the foregoing Clauses 17.4 (Audit) and 17.5 (Liens) are included in all agreements it shall enter into with any subcontractors who shall supply any labour, equipment or materials to be provided under this Contract.
- 17.6.2 The Contractor agrees to furnish to the Corporation, promptly on request, a full and complete statement that all the Contractor's suppliers, subcontractors and vendors have been paid in full for work done or materials furnished in connection with the performance of the Work.

17.7 Payment upon Completion

- 17.7.1 Following the expiry or termination of the Contract, the Contractor shall prepare and submit to the Corporation within 30 (thirty) days a statement in the form of a final account, specifying the outstanding amounts which the Contractor intends to invoice to the Corporation for payments due to the Contractor in accordance with the provisions of this Clause 17 (Payment). The Contractor shall submit to the Corporation its final invoice in respect of such statement within 60 (sixty) days of the date of the expiry or termination of the Contract and shall confirm in writing to the Corporation that such invoice constitutes the final demand for all outstanding sums due to the Contractor under the Contract.

The Contractor acknowledges that once the Final Bill has been submitted, it shall have no other/further claim(s) whatsoever under the Contract and the said other/further claim(s) shall be deemed to have been waived and extinguished.

- 17.8.2 Following the expiry or termination of the Contract, the Corporation shall not be required to make payment of any invoice not received in accordance with this Clause 17.7 (Payment upon Completion).

Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Officer- in-Charge, will, as far as possible be made within 2 Month from the date of receipt of the Final bill in BTS by corporation complete in all respect.

18 TAXATION

18.1 Definitions

For the purposes of this Clause 18 (Taxation):

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax.

18.2 Person Responsible for payment of taxes

18.2.1 General:

Except as may be expressly set out in this Contract, the Contractor shall be responsible for:

- (a) the payment of all Taxes now or hereafter levied or imposed on the Contractor or its subcontractors or on the personnel of the Contractor or its subcontractors by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Contractor or its subcontractors (hereinafter referred to as "Personal Income tax");
- (b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by the Contractor or its subcontractors (hereinafter referred to as "Corporate Income tax");
- (c) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the Goods and services, if any, provided to the Corporation by the Contractor or its subcontractors (hereinafter referred to as "GST"); and
- (d) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Contractor or its subcontractors as a result of the performance of this Contract.

18.3 Withholding taxes and Withholding certificates

18.3.1 The Corporation shall, at the time of its payments due to the Contractor, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Contractor shall produce to the Corporation any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.

18.3.2 The Corporation shall provide the necessary withholding tax certificates to the Contractor within the time stipulated by the relevant law to enable the Contractor to file the same with the Government Authority as a proof of payment of such taxes.

18.4 Person Responsible for filing of returns / information to Government Authorities

18.4.1 The Contractor shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Corporate Income tax, Personal Income tax, GST as applicable) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.

18.4.2 The Contractor shall also ensure that its subcontractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.

18.4.3 The Corporation, with respect to the tax withheld from the Contractor in accordance with Clause 18.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.

18.5 Corporation's rights, if treated as representative assessee by Government Authorities

In certain situations, a Government Authority may treat the Corporation as the representative assessee of the Contractor and/or its subcontractors and recover the Taxes due to the

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Government Authority by the Contractor or its subcontractors from the Corporation. In such situations, the Corporation shall have the following rights:

- (a) The Corporation shall be entitled to recover from the Contractor, the Taxes paid on behalf of the Contractor or its subcontractors (together with any costs and expenses incurred by the Corporation in connection therewith) or to retain the same out of any amounts to be paid to the Contractor or its subcontractors that may be in its possession (whether due under this Contract or otherwise) and shall pay only the balance, if any, to the Contractor; and
- (b) If the Corporation is required to furnish any details or documents in such capacity, the Corporation shall request the details or documents to be furnished to it by the Contractor and the Contractor shall immediately furnish the same to the Corporation. If the Contractor fails to comply with the foregoing, any penalty/interest levied on the Corporation for non-filing or late filing of details or documents in this regard shall be recoverable from the Contractor.

18.6 Indemnity

The Contractor shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any Taxes which may be levied or imposed on the Contractor or its subcontractors by any Government Authority arising out of or in connection with the performance of this Contract.

18.7 Change in Law

All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension, if any. No adjustment, i.e. increase or decrease shall be made for any variation in the rate of any tax, levy or cess applicable on input goods or services.

If, post due date of tender submission, there is any change in law which results in a change in the rate of any Tax or the introduction of a new Tax applicable on Contractor's prices or rates on output services then the Parties shall agree to a revision in pricing to reflect such change provided that:

- (a) the Party requesting such revision shall promptly (and in any case prior to submission of the Contractor's final invoice under this Contract) notify the other Party that such change in law has arisen; and
- (b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and
- (c) the provisions of this Clause 18.7 (Change in Law) shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay.

The Contractor shall keep necessary books of accounts and other documents for the purpose of these conditions, as may be necessary and shall allow inspection of the same by a duly authorized representative of the Corporation and shall also furnish such other information/document as the Corporation may require from time to time.

18.8 Contractor to Indemnify Corporation

The Contractor shall be liable for and shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any item imported by the Contractor to which the Notifications do not apply and which is not imported at the request of the Corporation for the performance of this Contract.

18.9 Use of Equipment

The equipment, spares and consumables imported for petroleum operations under this Contract shall not be used or deployed by the Contractor for any purpose other than the performance of the Work. In the event that the equipment, spares or consumables are used or deployed for any purpose other than the performance of the Work, the Contractor shall be liable for all additional duty, fines or penalties imposed or other actions taken by the customs department or any relevant authority.

19 INDEMNITIES

19.1 General

19.1.1 The indemnities granted in this Clause shall be full and primary notwithstanding the provisions of Clause 21 (Insurance).

19.1.2 Each Party shall give the other prompt notification of any claim with respect to any of the indemnities hereunder, accompanied by full details of the circumstances of any incident giving rise to such a claim.

19.2 Property and Injury to Personnel

19.2.1 The Contractor shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with:

- (a) loss of or damage to the property of the Contractor Group (including, but not limited to, the Contractor's Equipment); and
- (b) loss of or damage to the property of the Corporation Group (including the Free Issue Material); and
- (c) death or sickness of or injury to any member of the Contractor Group (including, but not limited to, the Contractor's Personnel)

arising out of or in connection with the performance of this Contract, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the Corporation Group.

19.3 Third Party Liability

19.3.1 The Contractor shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with:

- (a) loss of or damage to any Third-Party property; and
- (b) death or sickness of or injury to any Third Party

arising out of or in connection with the performance of this Contract, to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of the Contractor Group. For the purposes of this Clause 19 (Indemnities), the words "Third Party" shall mean any party which is not a member of the Corporation Group or the Contractor Group.

19.4 Pollution and Contamination

19.4.2 The Contractor shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against any Claim resulting from pollution and/or contamination which originates:

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- (a) from the property of the Contractor Group (including, but not limited to, the Contractor's Equipment); and/or
- (b) from spills of fuels, lubricants, motor oils, pipe, dope, paints, solvents and rubbish or other effluent in the care, custody or control of the Contractor Group

arising out of or and in connection with the performance of this Contract, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the Corporation Group.

19.5 Responsibility for the Facilities

Without prejudice to the Contractor's other obligations under the Contract and at law, the Contractor shall be responsible for the Facilities from the Effective Date until the date of issue of the Completion Certificate in respect of the whole of the Facilities. In the event of any loss or damage to the Facilities during such period, the Contractor shall, if instructed by the Corporation, reconstruct, repair or replace the same at its own expense and in accordance with the provisions of this Contract.

20 CONSEQUENTIAL LOSS

Notwithstanding any provision to the contrary elsewhere in this Contract and whether or not resulting from or contributed to by any negligence and /or breach of duty (statutory or otherwise), the Contractor shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against the Contractor Group's own consequential or indirect loss arising out of or in connection with the performance of this Contract.

21 INSURANCES

21.1 Contractor Insurances

The Contractor shall procure and maintain, at its sole expense, in full force and effect throughout the duration of this Contract, the insurances set out below: -

- (a) Employers Liability and/or Workman's Compensation insurance to the full extent required by all laws applicable in the country (a) where this Contract is being performed and (b) in which the Contractor is incorporated;
- (b) Construction All Risks insurance covering loss of or damage to the Facilities to the full replacement value thereof (as applicable in case of new construction/ upgradation works mentioned in Work Order);
- (c) Any other insurances which the Contractor is obliged to cover under any applicable laws or which shall be adequate in terms of type, coverage and limits to cover the Contractor's liabilities under this Contract.

21.2 No Limitation

The insurances set out in Clause 21.1 (Contractor Insurances) are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by the Corporation of responsibility for financial liabilities in excess of such limits. The liabilities assumed by the Contractor under Clause 19 (Indemnities) are separate from and independent of the Contractor's obligations under this Clause 21 (Insurance).

21.3 General Requirements

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The Contractor undertakes that its insurances and those of its subcontractors:

- (a) shall be issued by reputable and substantial insurers (with a Standard & Poors rating of BBB+ and above);
- (b) shall be primary and shall not be considered contributory insurance with any insurance provisions of the Corporation Group;
- (c) shall have the Corporation Group's interests endorsed as additional assured (other than in relation to Employers Liability/Workers Compensation insurance) to the extent of the liability assumed by the Contractor hereunder;
- (d) shall contain waivers of any rights of recourse including, in particular, subrogation rights against the Corporation Group arising out of or in connection with the performance of this Contract to the extent of liabilities assumed by the Contractor hereunder;
- (e) shall be endorsed to provide the Corporation with at least thirty (30) days written notice of a material change, cancellation or non-renewal by the underwriters.

21.4 Certificates of Insurance

Prior to commencing the Work, the Contractor shall furnish the Corporation with certificates of insurance evidencing the above insurances and, thereafter, renewal certificates as soon as they become available.

21.5 Subcontractors

The Contractor shall procure that its subcontractors are insured to appropriate levels as may be relevant to their work. The Contractor shall be liable to the Corporation Group for any absence or insufficiency of the insurances of its subcontractors.

21.6 Co-operation

Each Party shall afford the other all such reasonable assistance as may be required for the preparation and negotiations of insurance claims but the Contractor shall be responsible for the preparation of documents for insurance claims under any of the policies referred to in the claim. Where the Contractor is engaged in handling claims, actions or proceedings in respect of which it has granted an indemnity as provided above, the Contractor shall ensure that the Corporation is informed if the Corporation's operations, safety standards or working practices are called into question by any party or if the Contractor wishes to use information relating thereto in handling those claims, actions or proceedings. The Corporation shall at its sole option have the right to participate in and/or make representations in relation to the defence of such matters and the Contractor shall allow the Corporation full opportunity to do so.

22 FORCE MAJEURE

22.1 General

No failure or omission by either Party to carry out or to perform any of the terms or conditions of this Contract shall give the other Party a claim against such Party, or be deemed a breach of this Contract, if and to the extent that such failure or omission arises from Force Majeure.

The Party prevented from performing due to Force Majeure shall promptly, and in any case within 48 hours, notify the other Party of the nature and anticipated duration thereof and shall use all reasonable endeavours to resume performance of this Contract as soon as reasonably possible. The Party prevented from performing due to any such cause shall, in addition, furnish the other Party with such information in respect of such cause as the other Party may reasonably require.

22.2 Definition

The term "Force Majeure", as used in this Contract, shall mean:

- (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, military invasion, insurrection of military or usurped power; or
- (b) ionizing radiations or contamination by radio-activity from any nuclear waste, or radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof (other than arising out of any radiation source used by the Contractor in relation to the Work); or
- (c) earthquake, flood, or any other natural disaster, but excluding weather or sea conditions as such, regardless of severity; or
- (d) strikes at national or state level or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected Party or its sub-contractors and which affects a substantial or essential portion of the Work; or
- (e) fire or explosion (being fire or explosion not caused by the negligence of the affected Party or its sub-contractors); or
- (f) acts of Government which could not have been reasonably anticipated or controlled which makes performance impossible or impracticable.

22.3 Payment during Force Majeure

The Contractor shall not be entitled to any payment in respect of any period where the Work is not carried out as a result of Force Majeure. Except grant of time extension, in no event whatsoever, the Contractor shall be entitled for any other cost(s) including, prolongation costs, expenses, or site establishment charges or the like.

22.4 Termination for Force Majeure

Should any circumstance of Force Majeure continue for a period equal to or more than three consecutive months then the Corporation, at its sole discretion, may terminate this Contract with immediate effect by notice in writing to the Contractor, in which case the Corporation's sole liability in respect of such termination shall be to pay to the Contractor all sums properly due to the Contractor under the Contract in respect of the Work up to the date of termination.

23 LIQUIDATION OR INSOLVENCY

23.1 Corporation's Right to Terminate

In the event that the Contractor, at any time during the term of this Contract, becomes insolvent under any of the provisions of any applicable statute or makes a voluntary assignment of its assets for the benefit of creditors, is adjudged bankrupt, either upon the Contractor's voluntary petition in bankruptcy or upon the petition of the Contractor's creditors, or any of them, or should a judgement be executed on any of the goods or equipment of the Contractor, or should any lien or other right inconsistent with the Contractor's title to such goods or equipment be enforced, or if the Contractor shall have a receiver, administrator, administrative receiver and/or manager appointed in respect of all or any of its assets, an application or order is made or a resolution is passed to wind up the Contractor or if the Contractor shall go into liquidation (whether voluntarily or otherwise) or if the Contractor becomes subject, under the applicable laws of any jurisdiction,

to any event having an analogous effect to any of the foregoing, the Corporation may terminate this Contract with immediate effect by notice in writing to the Contractor or to the receiver or liquidator or to any person in whom the Contract may become vested, as provided in Clause 24.3 (Termination due to Default).

24 TERMINATION

24.1 Termination by Corporation without Cause

The Corporation may, at its option, terminate all or any part of the Work or the Contract/ Work Order forthwith without cause at any time by giving written notice to the Contractor, subject to the provisions of Clause 24.2 (Reimbursement to Contractor).

24.2 Reimbursement to Contractor

In the event of termination under the provisions of Clause 24.1 (Termination by Corporation without Cause), the Corporation's sole liability in respect of such termination shall be to pay to the Contractor all sums properly due to the Contractor under the Contract in respect of the Work (or terminated part thereof) up to the date of termination;

24.3 Termination due to Default

The Corporation may, without prejudice to any other rights it may possess under the Contract or law, at its option, terminate all or any part of the Work/ Work Order or the Contract forthwith by written notice to the Contractor, where: -

- (a) the Contractor has breached any of its obligations under the Contract, provided that, where remediable, the Corporation has notified the Contractor of such breach in writing and the Contractor has, upon receipt of such notice, failed to immediately commence and thereafter continuously proceed to remedy such breach to the Corporation's reasonable satisfaction; or
- (b) the Contractor is not ready to commence the Work at the Site by the Commencement Date; or
- (c) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer in charge;
- (d) If the contractor shall offer or give or agree to give to any person in Corporation service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Corporation;
- (e) If the contractor had secured the contract with Corporation as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (f) the Contractor has failed to complete the Work by the Completion Date stipulated in work order or extended date of completion; or
- (g) as provided in Clause 23 (Insolvency), one or more of the circumstances in that Clause apply.
- (h) Fails to submit Insurance Certificate(s), Performance Bank Guarantee(s);

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- (i) Refuses or is unable to provide sufficient materials, services or labour (adequate resources) to execute and complete the Facilities in the manner specified in the Work Plan, at rates of progress that give reasonable assurance to the Corporation that the Contractor can attain completion of the Facilities/ Works by the Time for Completion;
- (j) Refuses or is unable to rectify, reconstruct or replace any defects in services delivered or work completed/in progress or that the Service/work is being performed in an inefficient or otherwise improper or un-workman like manner to the satisfaction of the corporation.

If termination occurs pursuant to this Clause 24.3 (Termination due to Default), then the Corporation's sole liability to the Contractor shall be for all the sums properly due to the Contractor under the Contract in respect of the Work (or terminated part thereof) up to the date of termination. The Contractor shall have no claim towards compensation for any loss sustained by it for reasons of having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the Work or the performance of the Contract.

24.4 Saving of Rights

The termination or expiry of this Contract shall be without prejudice to the rights and obligations of the Parties up to and including the date of such termination or expiry, and shall not affect or prejudice any term of this Contract that is expressly or by implication provided to come into effect on, or continue in effect after, such termination or expiry.

24.5 Consequences of Termination

24.5.1 In the event of termination under any provision of this Contract, the Contractor shall:

- (a) promptly cease performance of the Work (or relevant part thereof) and, as directed by the Corporation, clear all unnecessary Contractor's Equipment and Contractor's Personnel from the Site;
- (b) allow the Corporation all necessary rights of access to the Site to take over the Work (or relevant part thereof); and
- (c) if, and to the extent, requested by the Corporation assign any subcontracts or other rights and titles relating to the Work (or relevant part thereof) which the Contractor may have entered into or acquired.
- (d) the Performance Bank Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Corporation.

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- 24.5.2 The Corporation may enter upon the Site, expel the Contractor, and complete the Facilities/ Work(s) itself or by employing any third party at the risk and cost of the Contractor. The Corporation may, to the exclusion of any right of the Contractor over the same, take over and use any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Corporation considers expedient for the completion of the Works
- 24.5.3 Upon completion of the Facilities or at such earlier date as the Corporation thinks appropriate, the Corporation shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.
- 24.5.4 If the Corporation completes the Facilities/ Works, the cost of completing the Facilities/ Works by the Corporation shall be determined after completion of such Facilities/Works.
- If the sum that the Contractor is entitled to be paid pursuant to Clause 24.3 above, plus the reasonable costs incurred by the Corporation in completing the Facilities/ Works, exceeds the Work Order value, the Contractor shall be liable for such excess.
 - If such excess is greater than the sums due to the Contractor under Clause 24.3 hereof, the Contractor shall pay the balance to the Corporation, and if such excess is less than the sums due the Contractor under Clause 24.3, the Corporation shall pay the balance to the Contractor.
 - The Corporation and Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid and in case of any issue/dispute arising therein, the same shall be resolved as per dispute resolution mechanism under this Contract.

24.6 Survival of Clauses upon Expiry/Termination

The provisions of the Agreement and Clauses 10 (Liquidated Damages), 11 (Patents), 14 (Warranty), 17 (Payment), 18 (Taxation), 19 (Indemnities), 20 (Consequential Loss), 24 (Termination), 27 (Confidentiality and Publicity), 31 (General Legal Provisions), and 32 (Governing Law and Jurisdiction) shall survive the expiry or termination of the Contract and shall remain in full force and effect after such date.

- 24.7 The Contractor acknowledges that the Contract/ Work Order(s) when terminated on account of Contractor's default and/or breach of Code of Business Ethics or integrity agreement, such Contractor shall be, as per the Corporation's policy, be blacklisted by the Corporation from participation in any future tenders/ contracts.

25 SUSPENSION

25.1 Suspension without Cause

- 25.1.1 The Corporation shall have the right, without cause, at any time to require the Contractor to suspend the Work (or part thereof) under this Contract on giving notice to the Contractor. Such notice shall include an estimate of the duration of the period of suspension (the "Suspension Period"). The Work (or relevant part thereof) shall resume at the end of the Suspension Period or at such other date as the Corporation may by notice in writing to the Contractor specify.
- 25.1.2 During the Suspension Period pursuant to sub-clause 25.1.1, the Corporation shall, for the period commencing after 30 days from the date of suspension under this Clause, pay the Contractor, on actuals- salaries and/or wages paid by the Contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of

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the Contractor, provided the contractor submits his claim supported by details to the Corporation within 30 days from the period commencing after 30 days from the date of suspension.

- 25.1.3 If the Works or part thereof, as the case may be, is suspended on the orders of the Corporation for more than three months at a time, the Contractor may, after receipt of such order, serve a written notice on the Corporation to treat the Works or part thereof, as the case may be, as an abandonment of the works by Corporation.

In the event of the Contractor treats the suspension as an abandonment of the Work Order or part thereof, as the case may be, except as provided in sub-clause 25.1.2 above, it shall not have any claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full, but which he could not derive in consequence of the abandonment.

25.2 Suspension Due to Default of Contractor

- 25.2.1 If the Contractor is in breach of any of its obligations under this Contract (including, without limitation, any breach of Clause 8 (Health Safety and Environment)), the Corporation shall, subject to Clause 25.2.2, be entitled to immediately suspend the Work (or part thereof) by written notice to the Contractor until such time as such breach has been remedied by the Contractor, in which case no rates or other amounts shall be payable to the Contractor in respect of such period of suspension.

- 25.2.2 Except in the case of a breach which in the reasonable opinion of the Corporation is likely to endanger the safety of any persons or property, the Corporation shall, prior to issuing any suspension notice pursuant to Clause 25.2.1, notify the Contractor of the breach. Following receipt of such notice, if the Contractor fails to immediately commence and thereafter continuously proceed to remedy such breach to the Corporation's reasonable satisfaction, the Corporation may issue the suspension notice pursuant to Clause 25.2.1

25.3 Procedure following Suspension Notice

Following receipt of a notice to suspend the Work, the Contractor shall discontinue the Work (or relevant part thereof) and follow any specific requirements of the Corporation with regard to the safety of the Work during any suspension period.

26 PERMITS, LAWS AND REGULATIONS

26.1 Permits and Authorisations

Except to the extent that the same have been obtained by the Corporation, the Contractor shall, at its own cost, be responsible for obtaining all certificates, licenses, permits, clearances, approvals and authorizations, from including but not limited to Municipality, Police and/or other relevant authorities whether statutory or otherwise, required for the performance of the Work (including, without limitation, all clearances and authorizations required for the use of any vessel by the Contractor in the performance of the Work) and in respect of the Contractor's Equipment and the Contractor's Personnel and for all approvals and permits required for the Contractor to engage in business and provide services of the nature contemplated by this Contract./ Work Order. The Contractor shall at all times ensure compliance with all such certificates, licenses, permits, approvals and authorizations referred to in this Clause 26 (Permits, Laws and Regulations). For the avoidance of doubt, the provisions of this Clause 26 (Permits, Laws and Regulations) pertain not only to the present legal and Government requirements, but also to the legal and Government requirements for the entire period of the Contract (including any extension thereof).

26.2 Laws

In performing the Work, the Contractor shall observe and comply with all applicable laws including, without limitation, health and safety, labour (including ESI, EPF, CPWD's Contractor's Labour Regulations), immigration and marine laws, whether of Government/statutory or other authority or agency having jurisdiction in relation to the Parties, the Work or the Site. The Contractor shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with the Contractor's failure to comply with such laws, arising out of or in connection with the performance of this Contract.

27 CONFIDENTIALITY AND PUBLICITY

27.1 Confidentiality

All information concerning the Corporation's activities obtained by the Contractor in the course of performance of the Work hereunder and all information or data otherwise furnished to the Contractor by the Corporation shall be considered confidential and shall not be disclosed by the Contractor to any third party without the prior written consent of the Corporation or used by the Contractor for any purpose other than carrying out the Work.

27.2 Publication

The Contractor shall not publish or permit to be published any pictorial, written, oral or other information relating to the Contract, the Work, the performance thereof or the activities of the Corporation without the Corporation's prior written consent. Such consent shall be given (if at all) separately in relation to each specific application therefor and shall apply only to that application. The accuracy of any information released by the Contractor and not supplied directly by the Corporation is the absolute responsibility of the Contractor.

27.3 Contractor's Proprietary Information

The Corporation undertakes to keep confidential all techniques, know-how, methods and processes which are the property of or are proprietary to the Contractor. The Corporation shall also treat as confidential and shall not, without the Contractor's prior written consent, disclose to any third party any other information which is clearly marked as confidential by the Contractor.

27.4 Exclusions

The provisions of Clauses 27.1 (Confidentiality) and 27.3 (Contractor's Proprietary Information) shall not apply to information which:

- (a) is part of the public domain; or
- (b) was in the possession of the relevant Party prior to the Effective Date and which was not subject to any obligation of confidentiality owed to the other Party; or
- (c) was received from a third party whose possession is lawful and who is under no obligation not to disclose; or
- (d) is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the Work or the relevant Party, or of any relevant stock exchange.

28 ASSIGNMENT AND SUBCONTRACTING

28.1 Assignment

28.1.1 The Contractor shall not assign either the Contract or any part of it or any benefit or interest in or under it without the prior written approval of the Corporation.

28.1.2 The Corporation shall be entitled to assign the Contract or any part of it or any benefit or interest in or under it to any Co-venturer or Affiliate of the Corporation or to any other party taking over the operatorship in respect of petroleum operations pursuant to the Joint Operating Agreement. Any assignment by the Corporation to any other party shall require the prior written approval of the Contractor, such approval not to be unreasonably withheld or delayed.

28.1.3 In the event of an assignment by a Party pursuant to Clause 28.1.1 or 28.1.2 and if requested by that Party, the other Party undertakes to enter into such documentation as is reasonably necessary to transfer the first Party's obligations under the Contract.

28.2 Subcontracting

28.2.1 The Contractor shall not subcontract the Work or any part of the Work without the prior written approval of the Corporation

28.2.2 The Contractor shall not be relieved from any of its obligations or liabilities under the Contract by virtue of any subcontract and the Contractor shall be responsible for all work, acts, defaults and omissions of its subcontractors and its or their employees or consultants as though they were the work, acts, defaults and omissions of the Contractor.

28.2.3 No subcontract shall bind or purport to bind the Corporation, and each subcontract shall provide for its immediate termination in the event of termination of this Contract, and for immediate suspension of the services under the subcontract in the event of suspension of the Work under this Contract.

28.2.4 All subcontractors shall be responsible only to the Contractor. Notwithstanding the foregoing, the Corporation shall have the same rights in respect of the inspection of any services carried out by any subcontractor as are provided for in this Contract in respect of the Work.

29 VARIATIONS

29.1 Variations Extent and Pricing.

The Corporation shall have power:

- (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and
- (ii) to make new item of work, if it is not scheduled in the Price/Compensation Schedule, and to decide the rates of such item as per procedure mentioned in following clauses.

29.2 Deviated Quantities and Pricing:

- i. The Corporation shall have power to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Corporation and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner specified above as part of the Works, shall be carried out by the Contractor on the same conditions in all respects

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including price on which he agreed to do the main work except as hereafter provided.

- ii. The Corporation shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- iii. When work order is placed by the Corporation based on assessment of work and estimation of quantities at their own, the quantities mentioned in the work order shall be liable for variation and may vary to any extent such that total value of works shall not be increased by 5% of the originally ordered value.
- iv. When work order is placed by the Corporation based on estimation of quantities by Contractor or his Engineer and if it is found that
 - a) actual executed quantity of an individual item of work is more than 10% of estimated quantity (given by Contractor's Engineer), the payment shall be restricted to 110% of estimated quantity of that item of work mentioned in the work order. However, Gross payment including all other item of works, completed against such work order, in such cases shall be restricted to 105 % of originally ordered value.
 - b) actual quantity of an individual item of work executed is less than 10% of the estimated quantity (given by Contractor's Engineer) then payment shall be restricted to actual quantity of that item of work executed at place and in such cases if it is found that gross value of works incorporating actual executed quantities of all items stipulated in work order, become less than 10 % of Estimated value of work as mentioned in work order, punitive recovery equivalent to 5% off net saving in total amount due to difference in the quantity of the item estimated / mentioned in work order and actual executed, shall be done from the contractor's bills.
- v. In any case, if it becomes necessary to execute additional quantities (beyond the quantities mentioned in work order) due to the magnitude or nature of work for satisfactorily completion of maintenance / services, Contractor shall inform the Corporation before executing such additional quantities.

In these cases, Corporation will release supplementary work order incorporating additional quantities required to be executed. Approval of Corporation shall be obtained for all such supplementary work orders incorporated with additional quantities.
- vi. Contractor shall carryout all works & Services as directed by Corporation during the Contract Period. Total quantum of works/services, to be executed under this Contract and against various work orders shall be such that the gross value of all works/services completed under the contract do not vary by +125 % of original Contract Value mentioned in LOA.
- vii. When, it is found that works to be executed require additional amount (beyond 125 % of original contract value), A fresh tender shall be called by Corporation and all such balance works shall be executed under separate contract to be finalized by fresh tender.

29.3 Deviation, Extra Items, New Items and Pricing

- (i) In case of extra item(s) (items that are completely new and are in addition to the items contained in the Price/Compensation Schedule/ Contract/ Work Order placed), the Contractor may within fifteen days of receipt of order or occurrence of the item(s) submit market rate, claim rates, supported by proper analysis which shall include invoices, vouchers etc. and manufacturer's specifications for the work, failing which the rate approved later by the Corporation shall be binding and the Corporation shall within a reasonable time from receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates

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on the basis as described in (ii) below and the contractor shall be paid in accordance with the rates so determined.

- (ii) Any item of work, which is not included in the accepted schedule of Rates (mentioned in Price/Compensation Schedule/ Contract/ Work Order placed) shall be executed at the rates set forth in the accepted schedule ie DSR Civil /DSR E&M (latest DSR published by CPWD on its website on the date of inviting of tender) modified by Contractor Percentage (CP) quoted by Contractor in his Financial bid over the respective Schedule of rates given in tender /price sub schedule but for such items not contained in the DSR, as per following procedure:

If the substituted / altered/additional work, required to be executed as per CWC's requirements, for which there are no established rates in DSR; the same shall be payable as per provisions stated here under –

- A. As far as possible the rates for such items shall be derived from analysis of rates of nearer or similar items mentioned in respective Delhi schedule of rates (Civil 2021 and E&M 2022) for Civil and E&M works respectively as given above, modified by Contractor Percentage (CP) quoted by Contractor in his Financial bid over the respective Schedule of rates given in tender /price sub schedule for Civil and E&M works respectively (ie A. I or A.II as the case may be).
- B. If direct working of rates from DSR, by method described above, is not possible or when Item is not Given in DSR (civil 2021 or E&M 2022) or In case of any item of General Maintenance works / Services not mentioned in Tender Sub schedule, the contractor shall be paid on the basis as under:
- (a) Material, labor either or both: Reasonable cost of materials plus reasonable cost of labor inclusive of tools, plants, machinery, and GST & Labor Cess as applicable and plus 15% of so derived cost to cover contractor profit, supervision, overheads, establishments, etc.
- (b) The rates so worked out shall be modified by Contractor Percentage (CP) quoted by Contractor in his Financial bid over the respective Schedule of rates in tender / price Sub Schedule for Civil / E&M /General Maintenance Works & Services as per nature of works (as the case may be).

The Corporation's decision regarding reasonable labor cost and material consumption/ cost shall be final and binding on Contractor. For avoiding confusion, Reasonable rates, for the purpose of subclause above, shall be decided by Engineer based on lowest of (x) and (y) below:

- (X) = market rate of material, manpower, T&P (as enquired & received by Engineer in charge from not less than 3 suppliers) and
- (Y) = purchase price (mentioned in Invoices) of the items purchased by contractor

Variation in quantities & Vitiating:

As there are more than one sub schedule in Contract, there is possibility of vitiating of contract due to quantity variation. Therefore, in case of variation in quantities or original contracted amount for any sub schedule, the vitiating statement will be prepared at the time of approval of deviation statement / Payment and the vitiating amount i.e (the difference in amount to keep L1 remains L1 after variation in quantity) will be recovered from contractor bill and no compensation on ground of quantity variation or recovery of such amount shall be payable.

29.4 Additional Time due to deviations in quantities /extra works:

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

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- (a) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- (b) 25% of the time calculated in (i) above or such further additional time, as may be considered reasonable by the Corporation.

29.5 Sub structure / Foundation works Criteria

The following works shall be treated as works relating to foundation, unless & otherwise defined in the Contract:

- i. For Buildings: All works upto 1.2 metres above ground level or upto floor 1 level, whichever is lower
- ii. For Abutments, Piers and Well Staining: All works upto 1.2 m above the bed level
- iii. For Retaining Walls, Wing Walls, Compound Walls, Chimneys, Overhead Reservoirs/Tanks and other elevated structures: All works upto 1.2 metres above the ground level
- iv. For Reservoirs/Tanks (other than overhead reservoirs/tanks): All works upto 1.2 metres above the ground level
- v. For Basement: All works upto 1.2 m above ground level or upto floor 1 level, whichever is lower
- vi. For Roads: All items of excavation and filling including treatment of sub-base

30 BUSINESS ETHICS

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- 30.1 The Contractor shall at all times perform this Contract in a lawful manner consistent with the highest ethical standards and principles, including strict adherence to Corporation's Code of Business Ethics. The Contractor shall not at any time enter into any arrangement with personnel, officers or agents of the Corporation without the Corporation's prior written approval.
- 30.2 In conducting its business, Contractor shall not, at any time, either directly or indirectly, in the name of, on behalf of, or for the benefit of the Corporation, its Affiliates, offer, pay, promise to pay, or authorize the payment of any money and/or gift, or offer, give, promise to give, or authorize the giving of anything of pecuniary value or otherwise to (a) any official, employee, agent, or representative of any government, or any government department, agency, or instrumentality thereof; (b) any political party or official thereof, or to any candidate, nominated or otherwise, for political office; or (c) any official, employee or agent of the Corporation, its Affiliates; in each case for the purpose of influencing any act or decision of such official, employee, agent, party, or candidate or inducing such official, employee, agent, party, or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, agent, party, or candidate, or securing any improper advantage for or otherwise promoting the business interests of the Contractor in any way. Contractor shall require each of its directors, officers, employees, agents, consultants, subcontractors and suppliers to comply with the provisions of this clause.
- 30.3 In the event corporation believes that the Contractor is engaged in corrupt practices or is acting in contravention of the aforesaid provisions defined in this clause, during the existence of this Contract, Corporation shall have the right to take appropriate action, which may include the immediate termination of this Contract.

31 GENERAL LEGAL PROVISIONS

31.1 Amendment

This Contract shall not be amended except by an instrument in writing expressed to be an amendment or variation hereto and executed by the Parties.

31.2 Waiver

No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Contract shall be interpreted as a waiver of such terms and conditions.

31.3 Retention of Rights

Except in respect of the indemnities granted pursuant to Clause 19 (Indemnities), unless otherwise specifically stated, both the Corporation and the Contractor shall retain all rights and remedies, both under the Contract and at law, which either may have against the other.

The Contractor shall not be relieved from any liability or obligation under the Contract by any review, approval, authorisation, acknowledgement, issue of completion certificate or the like, by the Corporation.

31.4 Language

The language of the Contract shall be English and all meetings and other communications shall be in English.

31.5 Notices

31.5.1 All notices under this Contract shall be in writing and shall be served to the respective address and/or fax number set out in the Agreement. Either Party may from time to time change its address and/or fax number for service herein by giving written notice to the other Party.

31.5.2 Any notice may be served by hand delivery to a Party at its address for service hereunder or by facsimile transmission or by mail.

31.5.3 Any notice given by hand delivery shall be deemed to be given at the time of delivery.

31.5.4 Any notice given by facsimile transmission shall be deemed to be given at the time transmission has been confirmed by the sender's fax machine, subject to the following provision. Where said time of transmission falls outside the normal business hours of the recipient, delivery shall be deemed to be given at 10:00hrs (recipient's local time) on the recipient's next following business day.

31.5.5 Any notice served by mail shall be given by registered mail and shall be deemed to be given on the date recorded on the delivery recording sheets by the mail carrier as delivered to and signed for on behalf of the recipient.

31.6 Invalidity

If any provision of this Contract shall be held to be invalid or unenforceable by a judgement or decision of any court of competent jurisdiction or any authority, the same shall be deemed severable and the remainder of this Contract (including the remainder of the affected provision) shall remain valid and enforceable to the fullest extent permitted by law. In any such case, the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Contract.

31.7 Entire Agreement

This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written,

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pertaining to the subject matter hereof, provided that nothing in this Clause 31.7 (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

31.8 Status of Corporation

The Corporation enters into this Contract for itself and as agent for and on behalf of the other Co-venturers. Notwithstanding the foregoing:

- (a) the Contractor agrees to look only to the Corporation for the due performance of this Contract and nothing contained in this Contract will impose any liability upon, or entitle the Contractor to commence any proceedings against any Co-venturer other than the Corporation; and
- (b) the Corporation is entitled to enforce this Contract on behalf of all the Co-venturers as well as for itself. For that purpose, the Corporation may commence proceedings in its own name to enforce all obligations and liabilities of the Contractor and to make any claim which any Co-venturer may have against the Contractor; and
- (c) all losses, damages, costs (including legal costs) and expenses recoverable by the Corporation pursuant to this Contract or otherwise shall include the losses, damages, costs (including legal costs) and expenses of the Corporation's Co-venturers and its and their respective Affiliates, except that such losses, damages, costs (including legal costs) and expenses shall be subject to the same limitations or exclusions of liability as are applicable to Corporation or the Contractor under the Contract.

32 GOVERNING LAW AND JURISDICTION

32.1 General

Subject to Clause 32.2, this Contract shall be governed by and construed in accordance with the laws of India (excluding any of its conflict of law rules which would direct or refer to the laws of another jurisdiction) and shall be subject to the exclusive jurisdiction of the Courts at New Delhi.

32.2 Dispute Resolution

Any dispute, disagreement, claim or other difference arising out of or in connection with this Contract (a "Dispute") shall be resolved in accordance with Clause 32.2 (Dispute Resolution).

32.2.1 The Parties are unable to resolve any Dispute through good faith discussion, either Party shall be entitled to refer such Dispute to arbitration by serving notice on the other Party.

- In cases where the claim amount is INR 50 Crores or less, the arbitral tribunal shall consist of a sole arbitrator, to be appointed mutually by both the parties.
- In cases where the claim amount is in excess of INR 50 Crores, the arbitral tribunal shall consist of three members, one to be nominated each by a party and the presiding arbitrator to be appointed by the two nominated arbitrators.

32.2.2 The Parties agree that the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996 of India (or any statutory modification or re-enactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be New Delhi.

32.2.3 The arbitration award shall be final and binding on the Parties. The right to refer any Dispute to arbitration pursuant to this Clause 32.2 (Dispute Resolution) shall survive the expiry or termination of the Contract.

32.2.4 The Contractor shall be obliged to continue to provide the Service(s) to the CWC under the Contract or the Scope of Work, during the arbitration proceedings and no payment due or payable to the Contractor (except payment in dispute) shall be withheld on account of such proceedings.

33. FORECLOSURE OF CONTRACT

33.1 If at any time after execution of this Contract or any Work Order(s) placed or during the progress of Work(s), the purpose or object for which the Work(s) is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, the Corporation shall give notice in writing to that effect to the Contractor stating the decision as well as the cause for such decision and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Contractor shall be paid at contract rates, full amount for works executed at site and in addition, a reasonable amount as certified by the Corporation for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

- (i) Any expenditure incurred on preliminary site work, e.g., temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) Corporation shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by Corporation, cost of such materials as detailed by Corporation shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
- (iii) Reasonable compensation for transfer of T&P from site to contractor's permanent stores or to his other works, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.
- (iv) Reasonable compensation for repatriation of Contractor's site staff and labour to the extent necessary and at actual cost.

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

The reasonable amount of items on (i), (iii) and (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per this Contract less the cost of work actually executed under the Contract and less the cost of Contractor's materials at site taken over by the Corporation as per item (ii) above.

Provided always that against any payments due to the Contractor on this account or otherwise, the Corporation shall be entitled to recover or be credited with any outstanding balances due from the Contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Corporation from the contractor under the terms of the contract.

33.3 In the event of action being taken under this Clause to reduce the Scope of Work, the Contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at

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the same rate for the balance Contract amount and initially valid up to the extended date of completion or stipulated date of completion, if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished/ submitted by the Contractor, the Corporation may return the previous Performance Guarantee.

- 33.4 The Corporation shall have a right to descope any portion of the Work where the Contractor is not able to complete such Work(s) within prescribed time. The Corporation shall have a right to get such Work(s) done from alternate agencies at the cost of the Contractor and Contractor shall have no grievance/ claim/ issue whatsoever in this regard.

APPENDIX- 1

PERFORMANCE BANK GUARANTEE

Note:-

1. To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank.
2. The expiry date of the BG shall be 60 days beyond the date of expiry of the contract.
3. The date of expiry of **claim period shall be 06 months** beyond the date of expiry of the BG.
4. The Bank Guarantee issuing bank shall send cover for Bank Guarantee issued through SFMS platform to the CWC Banker i.e., ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:
 - i. MT760 COV for issuance of bank guarantee.
 - ii. MT767 COV for amendment of bank guarantee.
 - iii. Issuing bank shall mention CWC beneficiary code i.e. CENTRALW27112020 in field 7037 of MT760 COV / MT767 COV.
 - iv. The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.
 - v. **Bank Guarantee submitted without these details shall not be accepted**

BANK GUARANTEE

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank.)

This Deed of Guarantee made this _____ day of _____ between _____ (Name of Bank) having its registered office at _____ (Place) and one of its local offices at _____ (hereinafter referred to as the “**Surety**”), in favour of Central Warehousing CWC, a statutory CWC established under the Central Warehousing CWC Act,1962, having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110026 (herein after referred to as “**CWC**”).

WHEREAS M/s _____ (hereinafter referred to as “**Supplier**”) having its registered office at _____ is bound to furnish Performance Guarantee in the form of Bank Guarantee with CWC in connection with the agreement at _____ (name of the Region)

WHEREAS the Supplier as per Clause No. 7 of the Contract has agreed to furnish a Bank Guarantee for Rs. _____.

NOW THIS WITNESSETH:

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1. That the Surety in consideration of the above Tender made by the Bidder to CWC hereby undertakes to pay on demand by CWC and without demur and without notice to the Supplier, the said amount of Rs. _____ (Rupees _____).
2. The Surety agrees that CWC, at its option, shall be entitled to enforce this bank guarantee against the Surety as a principal debtor, in the first instance, without proceeding against the Supplier and notwithstanding any security of other guarantee that CWC may have in relation to the Supplier's liabilities.
3. The Surety guarantee and undertake to pay to CWC within two (2) business days after receipt by CWC, of a demand complying with the requirements of this bank guarantee on first demand in writing any / all moneys to the extent of INR _____ (in words) without any demur, reservation, recourse, contest or protest and without any reference to the Supplier. Any such demand made by Company on the Bank by serving a written notice, shall be conclusive and binding, without any proof whatsoever, as regards to the amount due and payable, notwithstanding any dispute (s) pending before any court, tribunal, arbitrator or any other authority and / or any other matter or thing whatsoever, as Bank's liability under these presents being absolute and unequivocal.
4. For the purposes of Clause 3, "business day" means a day on which commercial banks are open for business in [mention city of the bank branch].
5. This bank guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Supplier and shall remain valid, binding and operative against the Surety. The bank guarantee shall not be discharged by any change in Surety's constitution, constitution of CWC or that of the Supplier or change in appropriate laws.
6. The Surety agrees that CWC shall have the fullest liberty without the Surety's consent and without affecting in any manner, Surety's obligations hereunder to vary any of the terms and Conditions of Contract or to extend time for performance of the Contract by the said Supplier and to enforce, or to forebear to enforce any of the terms and conditions relating to the Contract and the Surety shall not be relieved from its liability by reason of any such variation, or extension being granted to the Supplier or any forbearance, act or omission on the part of CWC or any indulgence shown by CWC to the Supplier or any such matter or thing whatsoever which under the Applicable Laws may, but for this provision, have effect of relieving the Bank.
7. The Surety hereby agree and acknowledge that this guarantee is irrevocable and shall remain in full force till it is fully and finally discharged by CWC in writing or [insert date] whichever is later, and all dues of CWC under or by virtue of the Contract have been fully paid and all its claims satisfied or discharged.
8. The Bank also agrees that this bank guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of Courts at New Delhi.
9. All charges, fees, commission and other costs shall be to the account of the Supplier. Failure of the Supplier to make such payments shall not in any way affect the Surety's obligation under this bank guarantee and CWC shall be paid the money due to it under this bank guarantee without any deduction.
10. The Surety confirms that this bank guarantee has been issued with observance of appropriate laws of India.
11. Notwithstanding anything contained hereinabove:
 - (i) Surety's liability under this bank guarantee is limited to INR _____ (in words) and Bank's guarantee shall remain in force until [insert date].

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- (ii) Any claim under this bank guarantee must be received by Surety or or before [insert date]. If no such claim has been received by us by the said date, the right of CWC under this bank guarantee will cease.
- (iii) Any letter from the CWC to the Manager, (Insert Branch name) branch of the Surety, under the seal of CWC shall be deemed to be sufficient and valid demand for payment under this bank guarantee.
- (iv) The Bank undertakes not to revoke this bank guarantee before the expiry of this bank guarantee including during extension period, if any.

Cover message for this Bank Guarantee has been sent to CWC bankers i. e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) through Structured Financial Messaging System (SFMS).

In witness whereof, the Surety through its authorized officer has set its hand and stamp on this [insert date] day of [insert month], [insert year] at [insert place of execution].

(Signature)

(Signature)

Full name and official address
with bank stamp

Full name and official address
with bank stamp

Attorney as per power of
Attorney No.....
Dated

WITNESS No. 1

WITNESS No. 2

APPENDIX- 2

SUBSTANCE ABUSE CONDITIONS

The Corporation is committed to the provision of safe work places for its employees and other persons working on or visiting premises on which work is being carried out for the Corporation. This policy is put into operation to help to achieve the foregoing commitment. The Contractor shall promote and comply with this policy concerning substance abuse.

This policy is applicable to all persons including, without limitation, the Contractor, its Affiliates, agents and subcontractors who carry out services on Corporation premises (hereinafter jointly referred to as the "Contractor"). The term "Corporation premises" shall mean all property owned, operated, leased by or under the control of the Corporation, whether onshore or offshore and shall include, without limitation, any drilling unit, barge or vessel on contract to the Corporation. The term "employee" shall for the purpose of this Appendix include all persons including agency staff engaged by the Contractor.

The use, possession, concealment, transportation, promotion or sale of prohibited substances (as hereinafter defined) on Corporation premises is strictly forbidden. Any contravention by a Contractor's employee shall result in that employee being excluded forthwith and prohibited from Corporation premises. Additionally, any Contractor's employee who is suspected of being under the influence of any prohibited substance shall be prohibited from Corporation premises.

For the purposes of this Appendix, "prohibited substances" are defined as:

- (i) any substance which an individual may not sell, possess, use or distribute under applicable Indian legislation;
- (ii) any other legal but unlawfully used substance, e.g. prescription drugs obtained or used without permission or such drugs not being used for their originally intended purpose;
- (iii) any solvent (including, without limitation, glue) used or intended to be used for the purpose of intoxication; or
- (iv) any alcoholic beverage.

It is not the intention of this policy to prevent onshore-based personnel partaking of alcoholic beverage off Corporation premises in their own time provided that the individual's subsequent behaviour on-site is not (in the reasonable opinion of the Corporation) hazardous to health and safety and provided that the limits specified below are not exceeded. Alcohol is prohibited from all offshore installations and vessels and at the Corporation's process terminal.

Drug paraphernalia associated with substance abuse are prohibited from Corporation premises.

Contractor must have and administer a formal substance abuse policy. Contractor shall, if requested by Corporation, promptly submit a copy of its policy and programme to the Corporation's Representative. Such policy must provide for substance testing of Contractor's employees and must meet standards acceptable to the Corporation. The Corporation reserves the right to deny entry to Corporation premises for the employees of any Contractor which fails, when requested by Corporation, to present a written policy which, in the Corporation's opinion, meets such standards or which fails to administer an acceptable policy.

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Except as stated below, substance testing results will not be disclosed to the Corporation. However, as a condition of their employees being entitled to enter Corporation premises, Contractors must certify that each employee has passed a substance test that meets the standards of this policy. Contractors must maintain records of substance testing which are subject to audit by Corporation.

The results of substance tests performed for reasonable suspicion or accident/incident investigations as outlined below must be disclosed to local Corporation management upon request.

The Contractor shall bear all costs associated with testing and shall be responsible at its own cost for replacing forthwith any employee prohibited from Corporation's premises.

Refusal by a Contractor's employee to submit to testing required by this policy or a confirmed positive result will result in the Contractor's employee being prohibited from Corporation premises.

In the event that it suspects a breach of this Appendix by the Contractor, the Corporation may conduct or may authorise other parties to conduct unannounced searches and inspections on Corporation premises of Contractors or Contractor's employees, including their effects, lockers, baggage, desks, tool boxes, clothing and vehicles. The purpose of such searches and inspections is to ensure compliance with this policy.

Any prohibited substances or items prohibited by this policy, or any materials that are illegal to possess, will be retained by the Corporation and may be destroyed or turned over to the appropriate law enforcement authorities.

Refusal by a Contractor's employee to submit to a search or inspection or discovery of prohibited substances in the possession of such employee will result in the Contractor's employee being prohibited from Corporation premises. Contractors will be responsible at their own cost and expense for replacing any such person.

The Corporation reserves the right to audit the Contractor's records periodically to verify compliance with this policy.

Audit results will be treated as confidential.

In all cases where the Contractor is permitted to employ a sub-contractor, the Contractor is responsible for ensuring that the sub-contractor and sub-contractor's employees shall comply with this policy, without prejudice to the Corporation's rights herein.

The Contractor must obtain a signed consent demonstrating each employee's agreement to release to the Contractor and the Corporation the results of any substance testing performed.

The Contractor shall carry out tests that, at minimum, seek to determine whether the following substances are abused: cannabis, amphetamines, cocaine, benzodiazepines, opiates, barbiturates, secobarbital, and alcohol.

In the event onsite testing (e.g. at a heliport or onshore terminal) for alcohol consumption is required using an approved breathalyser unit, the standard shall be a level of alcohol in breath not greater than 35 micrograms per 100 millilitres of breath.

APPENDIX-3

CERTIFICATE OF COMPLIANCE WITH CODE OF BUSINESS ETHICS

INSTRUCTIONS: Please complete the form below while executing the Contract

1. Name of the Service Provider: _____ (“Service Provider”).
2. I, as an authorized representative of the Service Provider, hereby certify that I have understood Corporation’s Code of Business Ethics regarding compliance with business ethics and conduct expected as a Service Provider and on behalf of the Service Provider agree to abide by the terms of this.
3. I hereby certify, as of the date hereof, that neither I, nor any of the Service Provider’s members, officers, directors, owners, employees, consultants or agents have, directly or indirectly, offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of pecuniary value, or otherwise, to (a) any member, official, agent or employee of any government, or any department, agency, or instrumentality thereof; (b) any political party or official thereof, or to any candidate, nominated or otherwise, for political office; or (c) any official, employee, agent, owners or members of the Corporation, its Affiliates or other Co-ventures; in each case for the purpose of influencing any act or decision of such official, employee, agent, owner, member, party, or candidate or inducing such official, employee, party, or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, agent, owner, member, party, or candidate, or securing any improper advantage for or otherwise promoting the business interests of the Service Provider in any respect.
4. I hereby certify, as of the date hereof, that neither I, nor any of the Service Provider’s members, officers, directors, owners, employees, consultants or agents have, directly or indirectly, offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of pecuniary value, or otherwise, to any agent or agency or otherwise to any person, organization or third party in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Corporation for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Corporation.
5. I hereby declare, as of the date hereof, that I, nor any of the Service Provider’s members, officers, owners or employees, are; (a) public officials or hold government office, except for (name and position in Service Provider’s organisation) at (name of the public or government office); (b) do not and will not employ or otherwise compensate or offer to compensate any public officials, or make or cause another to make any direct or indirect offers or payments to any public officials, for the purpose of influencing or inducing any decision for the benefit of the Service Provider; (c) will not employ any subcontractor, consultant, agent or representative in connection with this Contract or Purchase Order without a thorough documented examination of his person, reputation and integrity, and; (d) will not employ any subcontractor, consultant, agent or representative who does not comply with the terms and conduct of the Corporation’s Code of Business Ethics and in the event of any such violation coming to its attention will inform the Corporation immediately.

Yes No

(If you checked ‘No’ above, then you must attach a separate sheet of paper explaining your answer.)

Signature: _____ Date: _____

Name: _____

Position: _____

APPENDIX- 4

RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of Central Warehousing Corporation in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period when the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period when the contract work is in progress.

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, First-Aid Boxes at the rate of not less than one box for 150 contract Labour or part thereof ordinarily employed.
- (ii) The First-Aid Box shall be distinctly marked with a red cross on white background and shall contain the following equipments:
- (a) For work-places in which no. of contract Labour employed does not exceed 50 –
- (1) 6 small sterilized dressings
 - (2) 3 medium size sterilized dressings
 - (3) 3 large size sterilized dressings
 - (4) 3 large sterilized burn dressings
 - (5) 1 (30 ml) bottle containing a two per cent alcoholic solution of iodine
 - (6) 1 (30 ml) bottle containing Sal volatile having the dose and mode of administration, indicated on the label
 - (7) 1 snakebite lancet
 - (8) 1 (30 gm) bottle of potassium permanganate crystals
 - (9) 1 pair scissors
 - (10) 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Govt. of India
 - (11) 1 bottle containing 100 tablets (each of 5 gm) of aspirin
 - (12) Ointment for burns
 - (13) A bottle of suitable surgical antiseptic solution
- (b) For work places in which the no. of contract Labour exceed 50 –
- (1) 12 small sterilized dressings
 - (2) 6 medium size sterilized dressings
 - (3) 6 large size sterilized dressings
 - (4) 6 large size sterilized burn dressings
 - (5) 6 (15 gm) packets sterilized cotton wool
 - (6) 1 (60 ml) bottle containing a two per cent alcoholic solution iodine

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- (7) 1 (60 ml) bottle containing Salvolatile having the dose and mode of administration, indicated on the label
- (8) 1 roll of adhesive plaster
- (9) 1 snake bite lancet
- (10) 1 (30 gm) bottle of potassium permanganate crystals
- (11) 1 pair scissors
- (12) 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India
- (13) A bottle containing 100 tablets (each of 5 gm) of aspirin
- (14) Ointment for burns
- (15) A bottle of suitable surgical antiseptic solution
- (iii) Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The First-Aid Box shall be kept in the charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract Labour employed is 150 or more.
- (vii) In work places where the number of contract Labour employed is 500 or more and hospital facilities are not available within easy distance from the works; First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to Labour, a sufficient supply of cold water, fit for drinking.
- (ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply or storage shall be at a distance of not less than 15 metre from any latrine drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust & water proof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection, which shall be done at least once a month.

5. WASHING FACILITIES

- (i) In every work place, adequate and suitable facilities for washing shall be provided and maintained for the use of contract Labour employed therein.
- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

- (i) Latrines shall be provided in every work place on the following scale, namely:
 - (a) Where females are employed, there shall be at least one latrine for every 25 females.

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- (b) Where males are employed, there shall be at least one latrine for every 25 males. Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100 and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy and shall have a proper door and fastenings.
- (iii) Construction of Latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men Only" or "For Women Only" as the case may be.
(b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers upto 50 and one for female workers upto 50 employed at a time, provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient, if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
(b) Latrines and urinals other than those connected with a flush sewage system, shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise, so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of Excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Corporation to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest, separately for the use of men and women Labour. The height of each shelter shall not be less than 3 meters (10 ft) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6sqm (6 sft) per head.

Provided that the Corporation may permit, subject to his satisfaction, a portion of the building under construction or other alternative accommodation, to be used for the purpose.

8. CRECHES

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per Clause 19H
- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one Ayaa to look after the children in the Creche when no. of

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women workers does not exceed 50 and two when the no. exceeds 50.

- (v) Use of the rooms earmarked as Creche shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- (i) In every work place where the work regarding the employment of contract Labour is likely to continue for six months and where in contract Labour, numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract Labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or color washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every four months.
- (vi) Premises of the canteen shall be maintained in a clean and sanitary condition.
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contract Labour working at a time.
- (x) Floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sqft) per diner to be accommodated as prescribed in Sub-Rule 9.
- (xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
(b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient tables, stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in Sub-Rule 9.
- (xiii) (a) 1. There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipment, necessary for the efficient running of the canteen.
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
2. A service counter, if provided, shall have top of smooth & impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils & equipments.
- (xiv) Food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract Labour.
- (xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No Profit, No Loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuffs and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:
 - (a) Rent of land and building
 - (b) Depreciation and maintenance charges for the building & equipments provided for the canteen
 - (c) Cost of purchase, repairs and replacement of equipments including furniture crockery, cutlery and utensils
 - (d) Water charges and other charges incurred for lighting and ventilation

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- (e) Interest and amounts spent on the provision and maintenance of equipments provided for the canteen
- (xvii) Accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Corporation including the filling up of any borrow pits which may have been dug by him.

- 11.** The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form integral part of the contracts.

12. AMENDMENTS

Government may, from time to time, add to or amend these rules and issue directions, it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

13. COVID- CONSTRUCTION SITES PROTOCOLS

Contractor shall maintain health safety of their employees, Labour, workers, vendors deployed by them at the site of work and shall follow all guidelines & protocol issued by State & Central Govt. with respect of COVID. Contractor shall ensure vaccination of workers deployed for the job at construction site. All protocols related to the Covid covering preventive measure, health advisory etc as issued by local administration, Govt. shall be followed without any additional claim or compensation.

Appendix-5

CWC's/CPWD's Contractor's Labour Regulations

THESE REGULATIONS SHALL MUTATIS-MUTANDIS APPLY TO THE WORK OF THE CENTRAL WAREHOUSING CORPORATION

1. SHORT TITLE

These regulations may be called the CPWD / PWD (DA) Contractors' Labour Regulations.

2. DEFINITIONS

(i) **Workman** means any person employed by C.P.W.D. / PWD (DA) or its contractor directly or indirectly through a sub-contractor with or without - knowledge of the Central Public Works Department / PWD (DA) to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied, but does not include any person:

(a) Who is employed mainly in a managerial or administrative capacity; or

(b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature; or

(c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up, cleaned, washed, altered, ornamental finished, repaired, adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the Principal Employer.

No person below the age of 14 years shall be employed to act as a workman.

(ii) **Fair Wages** means wages whether for time or piece work, fixed and notified under the provisions of the Minimum Wages Act from time to time.

(iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract Labour or who supplies contract Labour for any work and includes a sub-contractor.

(iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.

3 (i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

(ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

(iii) (a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

(b) Where the minimum wages prescribed by the Govt. under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

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- (c) Where a contractor is permitted by the Corporation to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

3. **DISPLAY OF NOTICE REGARDING WAGES ETC.**

The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear & legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per **Appendix-G-III**.

4. **PAYMENT OF WAGES**

- (i) The contractor shall fix wage periods in respect of which wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) The wages of every person employed as contract Labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payment of wages shall be made on a working day at the work premises and during the **working** time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct by contractor through bank or ECS or online transfer to his Bank account.
- (vii) All wages shall be paid through Bank or ECS or online transfer
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1956.
- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Corporation under acknowledgment.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of Labour.
- (xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Corporation as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum- Muster Roll" as the case may be in the following form:

"Certified that the amount shown in Column No. _____ has been paid to the workman concerned **through his/her bank account** on ___/___/___ at."

5. **FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES**

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:
- (a) Fines
- (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion the period for which he was absent.

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- (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note: An approved list of Acts and Omissions for which fines can be imposed is enclosed at **Appendix-G-X**.

- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

6. LABOUR RECORDS

- (i) The contractor shall maintain a **Register of persons employed** on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (**Appendix-G-IV**).
- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (**Appendix-G-V**).
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (**Appendix-G-VI**).
- (iv) Register of Accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - (a) Full particulars of the laborer who met with accident
 - (b) Rate of Wages
 - (c) Sex
 - (d) Age
 - (e) Nature of accident and cause of accident
 - (f) Time and date of accident
 - (g) Date and time when admitted in Hospital
 - (h) Date of discharge from the Hospital
 - (i) Period of treatment and result of treatment
 - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer
 - (k) Claim required to be paid under Workmen's Compensation Act
 - (l) Date of payment of compensation
 - (m) Amount paid with details of the person to whom the same was paid
 - (n) Authority by whom the compensation was assessed
 - (o) Remarks
- (v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (**Appendix-G- XI**)
- (vi) The contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts & Omissions for which fines can be imposed (**Appendix-G- X**)
- (vii) The contractor shall maintain a Register of Deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (**Appendix-G-XII**)

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- (viii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (**Appendix-G-XIII**)
- (ix) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (**Appendix-G-XIV**)

7. ATTENDANCE CARD-CUM-WAGE SLIP

- (i) The contractor shall issue an Attendance Card-cum-Wage Slip to each workman employed by him in the specimen form at (**Appendix-G-VII**).
- (ii) The Card shall be valid for each wage period.
- (iii) The contractor shall mark attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- (iv) The Card shall remain in possession of the worker during the wage period under reference.
- (v) The contractor shall complete the Wage Slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (vi) The contractor shall obtain signature or thumb impression of the worker on the Wage Slip at the time of disbursement of wages and retain the card with himself.

8. EMPLOYMENT CARD

The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (**Appendix-G-VIII**).

9. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever, the contractor shall issue to the workman whose services have been terminated, a Service Certificate in Form XV of the CL (R&A) Central Rules 1971 (**Appendix-G-IX**).

10. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Corporation or Labour Officer or any other officers authorized by the Ministry of Urban Development in this behalf.

11. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorized by Corporation on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

12. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the laborer concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to laborer will be made by the Executive Engineer after Chief Engineer / Superintending Engineer has given his decision on such appeal.

The Executive Engineer shall arrange payments to the Labour concerned within 45 days from the receipt of the report from the Labour Officer or the Chief Engineer / Superintending Engineer, as the case may be.

13. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Chief Engineer / Superintending Engineer concerned within 30 days from date of decision, forwarding

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simultaneously a copy of his appeal to the Executive Engineer, but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

14. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by :
 - (a) An officer of a registered Trade Union of which he is a member.
 - (b) An officer of a federation of Trade Unions to which the Trade Union referred to in Clause (a) is affiliated.
 - (c) Where the employer is not a member of any registered Trade Union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- (ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :
 - (a) An officer of an association of employers of which he is a member.
 - (b) An officer of a Federation or Associations of Employers to which association referred to in Clause (a) is affiliated.
 - (c) Where the employer is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

15. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed Labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

16. SUBMISSIONS OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

17. AMENDMENTS

The Central Government may from time to time add to or amend the regulations and on any question as to the application / interpretation or effect of those regulations, the decision of the Superintending Engineer concerned shall be final.

ADDITIONAL PROVISIONS FOR LABOUR

18. **Apprentices Act:** The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Corporation may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

19. **Provisions of Payments of Wages Act:** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such Labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys

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which may be ordered to be paid by the Engineer shall be deemed to be moneyspayable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Corporation deduct the same from any moneysdue to the Contractor in terms of the contract. The Corporation shall be entitled to recoverthe same from Contractor's bills/Security Deposit or any other dues of Contractor with the Govt. of India all moneys paid or payable by the Corporation by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision ofthe Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

20. Provisions of Contract Labour (Regulation and Abolition) Act, 1970 :

20.1 The Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Corporation from and against any claims under the aforesaid Act and the Rules.

20.2 The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Act.

20.3 Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952

: The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Corporation from and against any claims under the aforesaid Act and the Rules.

21. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

22. Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.

23. Provision of Workmen's Compensation Act : In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Contractor is to abide by the provisions of various Labour laws in terms of above clause.

24. Corporation not to Provide Quarters for Contractors: No quarters shall normally be provided by the Corporation for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Corporation's discretion, recoveries shall be made at such rates as may be fixed by the Corporation for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.

25. Labour Camps: The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Corporation land, if available, may be allotted to the Contractor for the erection of labour

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camp, either free of charge or on such terms and conditions that may be prescribed by the Corporation. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

26. **Compliance to Rules for Employment of Labour :** The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported Labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.
27. **Preservation of Peace:** The Contractor shall take requisite precautions and use his best endeavors to
 - (i) Prevent any riotous or unlawful behavior by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and
 - (ii) Security of property in the neighborhood of the works. In the event of the Corporation requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Corporation shall be recoverable from the Contractor.
28. **Sanitary Arrangements:** The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Corporation Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Corporation. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Corporation and the cost thereof recovered from the Contractor.
29. **Outbreak of Infectious Disease:** The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Corporation Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Corporation and the cost thereof recovered from the Contractor.
30. **Medical Facilities at Site:** The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Corporation's Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

REGISTER OF MATERNITY BENEFITS [Clause 19F]

Name and Address of the Contractor(s) _____

Name and Location of the Work _____

Name of the Employee	Father's/ Husband's Name	Nature of Employment	Period of Actual Appointment	Date on which Notice of Confinement Given
1	2	3	4	5

Date on which Maternity Leave Commenced and Ended

Date of Delivery	In case of Delivery		In case of Miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave Pay Paid to the Employee

In case of Delivery		In case of Miscarriage		Remarks
Rate of Leave Pay	Amount Paid	Rate of Leave Pay	Amount Paid	
11	12	13	14	15

**SPECIMEN FORM OF THE REGISTER
REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S
LABOURIN CENTRAL WAREHOUSING CORPORATION WORKS**

Name and address of the contractor _____

Name and location of the work _____

1. Name of the woman and her husband's name
2. Designation
3. Date of appointment
4. Date with months and years in which she is employed
5. Date of discharge/dismissal, if any
6. Date of production of certificates in respect of pregnancy
7. Date on which the woman informs about the expected delivery
8. Date of delivery/miscarriage/death
9. Date of production of certificate in respect of delivery/miscarriage
10. Date with the amount of maternity/death benefit paid in advance of expected delivery
11. Date with amount of subsequent payment of maternity benefit
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death
13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment
14. Signature of the contractor authenticating entries in the register
15. Remarks column for the use of Inspecting Officer

Labour Board

- Name of Work _____
- Name of Contractor _____
- Address of Contractor _____
- Name and Address of Corporate Office _____
- Name and Address of CWC Labour Officer _____
- Name of Labour Enforcement Officer _____
- Address of Labour Enforcement Officer _____

SL	Category	Minimum Wage Fixed	Actual Wage Paid	Number Present	Remarks

- Weekly Holiday _____
- Wage Period _____
- Date of Payment of Wages _____
- Working Hours _____
- Rest Interval _____

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APPENDIX – G-IV

FORM XIII [See Rule 75]

Register of Workman Employed by Contractor

Name & Address of Contractor _____

Name & Address of Establishment under which Contract is Carried on _____

Nature & Location of Work _____

Name & Address of Principal Employer _

SL	Name & Surname of Workman	Age & Sex	Name of Husband's Name	Nature of Employment/ Designation	Permanent Home Address of the Workman (Village and Tehsil, Taluk and District)	Local Address	Date of Commencement of Employment	Signature or Thumb Impression of the Workman	Date of Termination of Employment	Reasons for Termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

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APPENDIX –G- V

FORM XVI [(See Rule 78 (2) (a)]

MUSTER ROLL

- ❖ Name & Address of Contractor _____
- ❖ Name & Address of Establishment under which Contract is Carried on _____
- ❖ Nature & Location of Work _____
- ❖ Name & Address of Principal Employer _____ For the Month/Fortnight _____

DRAFT

SL	Name of Workman	Sex	Father's/Husband's Name	Dates					Remarks
				1	2	3	4	5	
1	2	3	4	5					6

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APPENDIX -G- VI

FORM XVII [See Rule 78 (2) (a)]

REGISTER OF WAGE

- ❖ Name & Address of Contractor _____
- ❖ Name & Address of Establishment under which Contract is Carried on _____
- ❖ Nature & Location of Work _____
- ❖ Name & Address of Principal Employer _____ Wage Period : Monthly / Fortnightly _____

SL	Name of Workman	SL in the Register of Workman	Designation / Nature of Work done	No. of Days Worked	Unit of Work Done	Daily Rate of Wages / Piece Rate	Amount of Wages Earned				Total	Deduction, if any (Indicate Nature)	Net Amount Paid	Signature / Thumb Impression of Workman	Initials of tractor or his Representative
							Basic Wages	Dearness Allowance	Over-time	Other Cash Payments (Indicate Nature)					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

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WAGE CARD

APPENDIX – G-VII-A

Wage Card No. _____

Name & Address of Contractor _____

Date of issue _____

Name and Location of Work _____

Designation _____

Name of Workman _____

Month / Fortnight _____

Rate of Wages _____

DRAFT

Time	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Morning																															
Evening																															
Initial																															

Received from _____ the sum of Rs. _____ on account of my wages.

Signature

FORM XIX

[See Rule 78(2) (b)]

WAGES SLIP

Name and Address of Contractor _____

Name and Father's / Husband's Name of Workman _____

Nature and Location of Work _____

For the Week / Fortnight / Month Ending _____

1. No. of Days Worked _____
2. No. of Units Worked in case of Piece Rate Workers _____
3. Rate of Daily Wages/piece Rate _____
4. Amount of Overtime Wages _____
5. Gross Wages Payable _____
6. Deduction, if any _____
7. Net Amount of Wages Paid _____

Initial of the Contractor or His Representative

FORM XIV
[See Rule 76]
EMPLOYMENT CARD

Name and Address of Contractor _____

Name and Address of Establishment under which Contract is carried on _____

Name of Work and Location of Work _____

Name and Address of Principal Employer _____

1. Name of the Workman _____

2. SL in the Register of Workman Employed _____

3. Nature of Employment / Designation _____

4. Wage Rate (with particulars of unit in case of piece work) _____

5. Wage Period _____

6. Tenure of Employment _____

7. Remarks _____

Signature of Contractor

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APPENDIX – G-IX
FORM XV [See Rule 77]
SERVICE CERTIFICATE

Name & Address of Contractor _____

Nature & Location of Work _____

Name & Address of Workman _____

Age or Date of Birth _____

Identification Mark _____

Father's / Husband's Name _____

Name and Address of Establishment in/under which Contract is carried on _____

Name and Address of Principal Employer _____

DRAFT

SL	Total Period for which Employed		Nature of Work Done	Rates of Wage (with Particulars of Unit in case of Piece Work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

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APPENDIX – G-X

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

{In accordance with Rule 7 (v) of CPWD's Contractor's Labour Regulations, to be displayed prominently at the site of Work, both in English and local Language}

1. Willful insubordination or disobedience, whether alone or in combination with other
2. Theft, fraud or dis-honesty in connection with the contractors beside a business or property of Central Warehousing Corporation
3. Taking or giving bribes or any illegal gratifications
4. Habitual late attendance
5. Drunkenness, fighting, riotous or disorderly or indifferent behavior
6. Habitual negligence
7. Smoking near or around the area where combustible or other materials are locked
8. Habitual indiscipline
9. Causing damage to work in the progress or to property of the Central Warehousing Corporation or of the Contractor
10. Sleeping on duty
11. Malingering or slowing down work
12. Giving of false information regarding name, age, father's name etc.
13. Habitual loss of wage cards, supplied by the employers
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Corporation and for which the contractors are compelled to undertaken rectifications
16. Making false complaints and/or misleading statements
17. Engaging on trade within the premises of the establishments
18. Any unauthorized divulgence of business affairs of the employees
19. Collection or canvassing for collection of any money within the premises of an establishment unless authorized by the employer
20. Holding meeting inside the premises without previous sanction of the employers
21. Threatening or intimidating any workman or employee during the working hours within the premises

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APPENDIX – G-XI

FORM XII

[See Rule 78 (2)(d)]

REGISTER OF FINES

Name & Address of Contractor _____

Name & Address of Establishment in/under which Contract is carried on _____

Name & Location of Work _____

Name & Address of Principal Employer _____

DRAFT

SL	Name of Workman	Father's / Husbands Name	Designation / Nature of Employment	Act / Omission for which Fine Imposed	Date of Offence	Whether Workman Showed Cause Against Time	Name of Person in whose Presence Employee's Explanation	Wage Periods and	Amount of Fine Imposed	Date on which Fine Realized	Remarks
	2	3					8				

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APPENDIX –G- XII

FORM XX

[See Rule 78 (2)(d)]

REGISTER OF DEDUCTION FOR DAMAGE OR LOSS

Name & Address of Contractor _____

Name & Address of Establishment in/under which Contract is carried on _____

Name & Location of Work _____

Name & Address of Principal Employer _____

DRAFT

SL	Name of Workman	Father's /Husband's Name	Designation/ Nature of Employment	Particulars of Damage or Loss	Date of Damage or Loss	Whether Workman showed Cause against Deduction	Name of Person in Whose Presence Employee's	Amount of Deduction Imposed	No. of Instalments	Date of Recovery		Remarks
										First Instalment	Last Instalment	
		2	3									

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APPENDIX –G- XIII

FORM XXII

[See Rule 78 (2)(d)]

REGISTER OF ADVANCE

Name & Address of Contractor _____

Name & Address of Establishment in/under which Contract is carried on _____

Name & Location of Work _____

Name & Address of Principal Employer _____

Sl	Name of Workman	Father's / Husband's Name	Designation/ Nature of Employment	Wage Period and Wages Payable	Date & Amount of Advance Given	Purpose(s) for which Advance Made	No. of Instalments by Which Advance to be Repaid	Date & Amount of each Instalment Repaid	Date on which Last Instalment was Repaid	Remarks
	2	3								

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APPENDIX – G-XIV

FORM XXIII

[See Rule 78 (2)(e)]

REGISTER OF OVER TIME

Name & Address of Contractor _____

Name & Address of Establishment in/under which Contract is carried on _____

Name & Location of Work _____

Name & Address of Principal Employer _____

DRAFT

SL	Name of Workman	Father's/ Husband's Name	Sex	Designation/ Nature of Employment	on which Overtime Worked	Total Over Time Worked or Production in Case of Piece Rated	Normal Rate of Wages	Overtime Rate of Wages	Overtime Earnings	Rate on which Overtime Wages Paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12 ft) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3 ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12 ft) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in Para 2. above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 ft).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30 ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm (11½") for ladder upto and including 3 m (10 ft) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. (a) Excavation and Trenching – All trenches 1.2 m (4 ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m (100 ft) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3 ft) above surface of the ground. Side of the trenches which are 1.5 m (5 ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5 ft) of the edges of the trench or half of the depth of the trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
 - (b) Safety Measures for Digging Bore Holes –
 - (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse
 - (ii) During drilling, sign boards should be erected near the site with the address of the drilling contractor and the Engineer of the work
 - (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50 m around the point of drilling to avoid entry of people
 - (iv) After drilling the bore well, a cement platform (0.5 m x 0.5 m x 1.2 m) 0.6 m above ground level and 0.6 m below ground level should be constructed around the well casing

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- (v) After completion of the bore well, contractor should cap the bore well properly by welding steelplate, cover the bore well with drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump
- (vi) After bore well is drilled, the entire site should be brought to the ground level.

7. Demolition - Before any demolition work is commenced and also during the progress of the work,

- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected
- (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged
- (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment, as considered adequate by the Corporation should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

The following safety equipment shall invariably be provided –

- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
- (iv) Stone Breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:
 - (a) Entry for workers into the line shall not be allowed except under supervision of the Site Engineer or any other higher officer.
 - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen Kit.
 - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public, whenever cleaning works are undertaken during night or day.
 - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Corporation shall decide the time upto which a worker may be allowed to work continuously inside the manhole.
 - (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for

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these shall be vapour proof and of totally enclosed type. Non-sparking gas engines also could be used, but they should be placed at least 2 m away from the opening and on the leeward side protected from wind, so that they will not be source of friction on any inflammable gas that might be present.

- (l) Workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
 - (m) Workers shall be provided with Gumboots or non-sparking shoes, bump helmets and gloves, non-sparking tools, safety lights, gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung, fixed to manholewell.
 - (o) If a man has received a physical injury, he should be brought out of the sewer immediately andadequate medical aid should be provided to him.
 - (p) The extents to which these precautions are to be taken, depend on individual situation, but decision of the Corporation regarding the steps to be taken in this regard in an individual case, will be final.
 - (vi) Contractor shall not employ men and women below the age of 18 years on the work of paintingwith products containing lead in any form. Wherever men above the age of 18 are employed onthe work of lead painting, following precautions should be taken :
 - (a) No paint containing lead or lead products shall be used except in the form of paste or readymadepaint.
 - (b) Suitable face masks should be supplied for use by the workers when paint is applied in the formof spray or a surface having lead-paint is dry rubbed and scrapped.
 - (c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
 - (vii) Workmen executing work on scaffolds or other structures above specified height shall beprovided with full body harness and fall arresters.
9. An additional Clause (viii)(i) of CPWD's Safety Code (iv) - the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- (i) White lead, sulphate of lead or product containing this pigment, shall not be used in paintingoperation except in the form of pastes or paint ready for use.
 - (ii) Measures shall be taken, wherever required in order to prevent danger arising from theapplication of paint in the form of spray.
 - (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust, causedby dry rubbing down and scraping.
 - (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessationof work.
 - (v) Overall, shall be worn by working painters during the whole of working period.
 - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours, beingspoiled by painting materials.
 - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man, appointed by competent authority of Central Warehousing Corporation.
 - (viii) The Central Warehousing Corporation may require, when necessary, medical examination ofworkers.
 - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall bedistributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments shouldbe provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to beobtained during course of the work.

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11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :
- (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - (ii) Every Crane Driver or Hoisting Appliance Operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable, shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Corporation. As regards contractor's machines, the contractor shall notify the safe working load of the machine to Corporation whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the Safety Code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer of the department or their representatives.
16. Notwithstanding the above Clauses from (1) to (15), there is nothing in these to exempt the contractor from operations of any other Act or Rule in force in the Republic of India.

Appendix-6

LABOUR LAW(S) COMPLIANCES AND OBLIGATIONS

1. Contractor shall adhere to all general labour & statutory regulations, as may be applicable on it from time to time including, all necessary aspects such as minimum wages, PF, medical insurance, and accident insurance etc. for Personnel it engages for discharging its obligations under this Contract. The Contractor shall also comply with all Rules, Acts and Regulations made or as may be made by the Government Authority, State Government/ Local Authority from time to time pertaining to the Contract, pertaining to Labour Law(s).

Contractor shall submit copies of proof of statutory payments like insurance premium receipt, PF statement on quarterly basis to the Corporation/ Chief Engineer for ensuring compliance.

2. Contractor shall strictly disburse salaries to its Personnel on time without fail. Contractor shall be responsible for collection & payment of taxes and any other statutory requirements made by any Government Authority, State Government/ Local Authority having jurisdiction, on behalf Personnel engaged.
3. While submitting monthly bill(s), Contractor shall submit all statutory registers (mentioned below) duly signed for the previous month to the Corporation/ Chief Engineer. Acceptance of bill(s) shall be at the discretion of the Chief Engineer in case of non-fulfillment of this condition.

The following is an indication and an inclusive list of Contractor's obligations under this Contract in respect of Labour Law(s) compliances:

- 1a. The Contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the scheme framed there under in respect of the Personnel employed by it. The Contractor shall recover the amount payable by such Personnel and pay to the Corporation i.e. the Principal Employer under the said Act, the amount of member's contribution together with an equal amount of Contractor's contribution. If, on account of the default of the Contractor in making/depositing such payments or for any other reason, the Corporation makes such contributions on behalf of the contractor, the FIC shall be entitled to set off against the amount due to the contractor, the contributions made by it on account of his default in making payment or otherwise in respect of the labour employed by the Contractor.
- 1b. The Contractor shall maintain and submit following Records & Returns prescribed under the EPF Ac, 1952 and the Scheme framed there under to the Authority designated under the said Act and to the Chief Engineer of the Corporation, or any officer acting on his behalf.

Form-2	Nomination & Declaration Forms to be submitted for new entrants
Form-3.	The Contribution Card for the currency period-annually.
Form-3-A	Contribution Card for the currency period from 1 st April; to 31 st March annually.
Form-4	Contribution Card for Employees other than monthly paid Employees annually.
Form-5	Return of Employees qualifying for the Membership.
Form-5A	Return of Ownership to be sent to the Regional Commissioner.
Form-6.	Return of the Contribution Card and Annual Statement of Contribution
Form-6A	Consolidated Annual Contribution Statement
Form-10	Form of Maintenance of Accounts.
Form-11	Balance Sheet.
Form-12-A	Statement of Contribution Monthly

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- 1c. The Contractor shall, within 7 days of the close of every month, submit of the Principal Employer (Corporation), Statement showing the recoveries of Contribution in respect of Employees employed by or through him and shall have to furnish to him such information as the Principal Employer (Corporation) is required to furnish under the provisions of Employees Provident Fund Scheme 1952 to the Commissioner.
- 1d. The Contractor shall maintain inspection Note Book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The Contractor shall also make available the same when asked for inspection to the Officer of the Regional Provident Fund Commissioner and to the Chief Engineer of the Corporation or any officer authorized by him, acting on his behalf.
2. If the Contractor fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP At, 1952 and Scheme framed thereunder and also to General Manager, Food Corporation of India or an Officer acting on his behalf, FCI will be at liberty withhold the pending bills, Security Deposit etc, and or any other payments due to the Contractor.
3. In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with the labour regulations enactments made by the State Govt./Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage book and wage slip, publication of the scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
4. Notwithstanding the fact whether the said legislations, enactments or any statutory modifications thereof, are applicable or not to the employees/workers employed by the contractor of shall comply with the following:-

4i. **PAYMENT OF WAGES TO WORKERS:-**

The contractor shall pay not less than minimum wages to the workers engaged by them on either time rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the rate(s) notified by Appropriate Authority from time to time during the currency of contract period. Where such wages have not been so notified by the appropriate authority, the wages prescribed by the Chief Engineer, as minimum wage, shall be made applicable. The Contractor shall maintain following records and registers as per Minimum Wages Act, 1948 & Central Rules made there under:

Form-I.	Register of fines.
Form-II.	Register of deduction for damage or loss caused to employer by the neglect or default of the employed person.
Form-III.	Annual return
Form-IV	D.T. Register for workers.
Form-V.	Muster Roll.
Form; IXa	Abstract of the Act & Rules to be displayed on Notice Board.
Form XI.	Wage slips should be issued to the Contract Labour in a day prior to disbursement of wages.

4ii. **Weekly off:**

The contractor shall allow or cause to be allowed to the workers directly or indirectly employed in the work one days rest for six days continuous work and pay wages at the same rate as for duty.

4iii. **Attendance Allowance:**

The contractor shall pay attendance allowance per day @ 50% of the daily wages notified by the Minister of Labour under the Minimum Wages Act from time to time to the regular workers generally employed by him on him on piece rate basis when such worker report for duty on the day but is not booked or given work for the day shift. Aforesaid wage/benefits at Clause vi (e) (i) to (iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. He General Manager shall have the right to deduct any sum due to the contractor required for making good the loss suffered by a worker of workers by reasons of non-fulfillment of the condition of the contract for the benefit of workers, non-payment of wages, or of deductions made

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from his or their wages which were not justified or not observations of the regulations/enactments mentioned in Clause VI (a).

4iv. Welfare and Health of contract Labour Duties and responsibilities of the contractor: The contractor shall comply with the provisions as regards provision of canteen/rest room, latrine, Urinal, Washing facilities, first aid facilities etc as follows as contained in the Contract Labour (Regulation & Abolition) Act 1970 and other applicable laws not amended from time to time.

- (a) Where contract labour is required to halt at night and work is likely to continue for three months, a rest room is to be provided by the contractor within 15 days.
- (b) Where 100 or more Contract Labour is likely to continue work for six months, the Contractor shall provide a Canteen within 60 days of employing labour.
- (c) Sufficient supply of drinking water at convenient places to be provided.
- (e) Sufficient number of latrines and urinals to be provided.
- (f) Adequate and suitable washing, bathing places separately for men and women, shall be provided by the contract.
- (f) First Aid box (one box for 150 Contract Labour) to be provided in working hours.

4v. Contract Labour (Regulation & Abolition) Rules, 1970

- (a) As per Rule 25 (2) (VIII), every contractor shall file a return intimating commencement/completion of contract work within 15 days to the inspector in Form VI.A.
- (b) As per Rules 75, the contractor shall maintain a Register of workmen Employed in Form-XIII and he shall also display hours of work, nature of duty etc.
- (c) Every contractor shall issue a Service Certificate in Form-XV to the workman on termination of his services as per Rule. 77.
- (d) As per Rule 82(1), every Contractor shall submit Half-yearly Returns in duplicate in Form-XXIV to Licensing Officer within 30 days from the close of Half-year.
- (e) Notice to be displayed as required under Rule 81(1) and copy of such notice to be sent to Inspector as per Rule 81(2).
- (f) The Contractor shall also maintain following records/ registers also:
 - Muster Roll in Form XVI;
 - Register for deduction for damage, loss in Form XX as per Rule 78(1)(a)(ii);
 - Register of Fines in Form XXI;
 - Register of Advances in Form XXII.
- (g) Employment Card shall be given by Contractor in Form XIV to each worker within 3 days of employment as per Rule 76, in the following format:

Temporary Contract Labour's Employment Card	
	<div style="border: 1px solid black; width: 100px; height: 80px; margin: 0 auto;"></div> <p style="text-align: center; margin: 0;">Recent Photograph</p>
1. Name of the Labour/Worker	
2. Father's/ Husband's Name	
3. Date of Birth	
4. i) Address (Local)	
ii) Permanent	
5. Name and address of CWC Contractor	

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6. Valid (Period of the Contractor) From _____ to _____

**Signature and stamp of the Contractor/
Authorised representative**

5. **Recovery of Compensation paid to Workmen**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, the Corporation is obliged to pay compensation to workman employed by the contractor, in execution of the works, Corporation will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Corporation under sub-section (2) of Section 12 of the said Act, the Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the contractor whether under this contract or otherwise.

The Corporation shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Corporation full security for all costs for which the Corporation might become liable in consequence of contesting such claim.

6. **Ensuring Payment and Amenities to Workers, if Contractor Fails**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Corporation is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the CPWD's Contractor's Labour Regulations or under the Rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers employed by Central Warehousing Corporation's Contractors; the Corporation will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Corporation under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970; Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by Corporation to the contractor whether under this contract or otherwise.

Corporation shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Corporation full security for all costs for which Corporation might become liable in contesting such claim.

7. **Compliance of all Labour Laws and Regulations**

The Contractors, who are working in the establishments through Contract Labour and/or employing labour themselves directly, should get themselves registered with and obtain a license from the Assistant Labour Commissioner concerned, as required under Contract Labour (Regulation and Abolition) Act 1971 and produce the same to Chief Engineer or any official authorized by him, in compliance to above and the Conditions of Contract. The copy of application for obtaining labour license may be submitted to Chief Engineer or any official authorized by him within the period as specified in **Appendix-7 to Schedule I: General Conditions of Contract**.

The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work and continue to have a valid license until the completion of the work.

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The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

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

No labor below the age of fourteen years shall be employed on the work.

8. **Payment of Wages**

Payment of Wages:

- i. The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the CPWD's Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the CPWD's Contractor's Labour Regulations made by Govt. from time to time in regard to payment of wages, wage period; deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970, and Contract Labour (Regulation & Abolition) Central Rules, 1971, wherever applicable.
- iv. (a) The chief engineer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days' continuous work and pay wages at the same rate as for duty. In the event of default, Chief Engineer shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Chief Engineer.
In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Admin. No. F.12(162) MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- v. The contractor shall comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act, 1961 and the Contractor's Labour (Regulation & Abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- vi. The contractor shall indemnify and keep indemnified Corporation against payments to be made under and for the observance of the laws aforesaid and the CPWD's Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- vii. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or

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otherwise.

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

9. Maternity Leave and Pay

Leave and pay during leave shall be regulated as follows –

1. Leave:
 - (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day
 - (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage
2. Pay:
 - (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
 - (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in **Appendix-G- I & II**, and the same shall be kept at the place of work

10. Logistics for Labours

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Chief Engineer/ any official authorized by him

- (i)
 - (a) The minimum height of each hut at the eaves level shall be 2.1m (7 ft) and the floor area to be provided will be at the rate of 2.7 sqm (30 sqft) for each member of the worker's family staying with the labourer.
 - (b) The contractor(s) shall, in addition, construct suitable cooking places, having a minimum area of 1.80m x 1.50m (6'x5'), adjacent to the hut for each family.
 - (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
 - (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- (ii)
 - (a) All the huts shall have walls of sun-dried or burnt bricks, laid in mud mortar or other suitable local materials, as may be approved by the Chief Engineer/ any official authorized by him. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutchcha, but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials, as may be approved by the Chief Engineer/ any official authorized by him and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
 - (b) The contractor(s) shall provide each hut with proper ventilation.
 - (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
 - (d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft) according to the availability of site with the approval of the Chief Engineer/ any official authorized by him. Back-to-back construction will be allowed.
- (iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water

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per head per day for drinking purposes and three gallons of clean water per head per day for bathing & washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also, at his/ their own cost, make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available and shall pay all fees and charges therefor.

- (iv) The site selected for the camp shall be high ground, removed from jungle.
- (v) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposals of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incinerations is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee /Authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/Authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (vi) Drainage - The contractor(s) shall provide efficient arrangements for draining away sewage water, so as to keep camp neat & tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (viii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities

11. Conduct of Contractor Labors

The Corporation/ Chief Engineer may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the laborer, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labor. AE will display a list of contractors working in the Colony/Blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.

12. Removal of illegal Occupation

It shall be the responsibility of the contractor to ensure that no space in site (CWC's Corporate Office), provided to him for carrying out work/delivery of service, is not occupied by anybody unauthorized. If it is found so, then the Chief Engineer/ any official authorized by him shall have the option to refuse to accept of work(s) / building/ buildings irrespective of its completion stage. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy up to 5% of Value of work as per work order may be imposed by Chief Engineer whose decision shall be final both with regard to the justification & quantum and be binding on contractor.

However, the Chief Engineer/ any official authorized by him, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

Trespass

The contractor shall, at all times, be responsible for any damages or trespass, committed by his agents and workmen in carrying out the work, unless such trespass is authorized by the Chief Engineer

13. Employment of Skilled / Semi- Skilled Workers

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

Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Chief Engineer. Failure on the part of contractor to obtain approval of Chief Engineer or

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failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in **Appendix-7 to Schedule I: General Conditions of Contract** per such tradesman per day. Decision of Chief Engineer, as to whether particular tradesman possesses requisite skill and amount of compensation in case of default, shall be final and binding.

Provided always, that the provisions of this Clause shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

For work costing more than Rs. 10 crores, and upto Rs. 50 crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/ semi-skilled tradesmen. The cost of such training as stated above shall be borne by the Government. The necessary space and workers shall be provided by the contractor and no claim whatsoever shall be entertained.

14. PF Compliance and Contribution of EPF and ESI

It will be responsibility of the contractor to obtain separate code/identification No. for contractor's deposit of PF dues/ESI, if applicable with concerned authority directly. Copy of PF Registration / Code no. along with copy of PF paid Challans, shall be submitted along with Running Account Bills or Final Bill.

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor and shall be included under the rates quoted by him in the tender. The ESI, EPF and other labour compliance will be sole responsibility of Contractor; CWC will not provide anything over and above rate quoted by contractor. Contractor will provide the proof to CWC for submission of ESI & EPF to respective authorities along with bills and proof of final amount deposited to respective authorities for ESI & EPF along with final bill compulsorily. If the contractor fails to do so, CWC will deduct appropriate amount from contractor's Bill / Security Deposit and pay to the respective authorities.

15. Minimum Wages Act to be Complied

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

16. Default & Breach of Provisions

In the event of the contractor(s) committing a default or breach of any of the provisions of the CPWD's Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Corporation a sum as decided by the authority mentioned in **Appendix-7 to Schedule I: General Conditions of Contract** for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as decided by the authority mentioned in **Appendix-7 to Schedule I: General Conditions of Contract** per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. Decision of the Chief Engineer in all of the above respect shall be final and binding on Parties.

Should it appear to the Chief Engineer that the contractor(s) is/are not properly observing and complying with the provisions of the CPWD's Contractor's Labour Regulations & Model Rules and the provisions of the Contract Labour (Regulation & Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health & sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Chief Engineer shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said

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Rules and to provide the amenities to the work-people as aforesaid, the Chief Engineer shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s).

The contractor(s) shall erect, make & maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Chief Engineer shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Chief Engineer shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

DRAFT

Operational Clauses -Summary

Refer relevant clauses & Articles in Schedule-I, General Conditions of Contract (GCC) and Schedule-II, Scope of work.

GENERAL RULES & DIRECTIONS	Officer Inviting Tender	Chief Engineer
	Maximum works that can be executed under the contract	Up to 125 % of Original Contract Value.

Definitions:

1	Corporation/ Department/CWC	Central warehousing Corporation
2	Contract Manager/ Authorized Signatory for Agreement on behalf of Corporation and Corporation representative for the purpose of Corporation mentioned in Contract	Chief Engineer of the Corporation who has invited tender
2	Chief Engineer	HoD of Engineering Division of CWC.
3	Engineer	Engineer of Corporation in the rank of AE/ EE / SE .
3	Tender Accepting & Contract Terminating Authority	Chief Engineer
4	Contractor Percentage on cost of materials and labor to cover all overheads and profits in Analysis of Rates:	15%

Standard Schedule of Rates applicable under this contract for selection of item of works for execution

- (i) DSR Civil 2021
- (ii) DSR (E & M) 2022
- (iii) DSR (E&M) Item for Facade Lighting - 2019
- (iv) and Market rates for civil, electrical & mechanical works

All DSR latest up to correction slips at the time of tender publishing shall be valid and applicable for determining the rates.

Specifications to be followed for execution of work	CPWD Specifications Vol - I & II 2019 for Civil Works and CPWD General Specifications for Electrical Works Part-I (Internal) & Part-II (External) with up-to-date Correction Slips or Latest CPWD Specifications in vogue on the date of tender publication, MORTH for roads.
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Article 4 of Agreement

Contract period: 1 year form the date of placement of LOA

Article 8 of Agreement

- (i) Performance Bank Guarantee- 5% of Contract Value plus additional PBG in case of abnormally low rates as per clause 11.4.3 of ITB (volume I)
- (ii) Time allowed for submission of Performance Guarantee, Detail of Engineers and Supervision Staff and applicable labor licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of LOA: **15**

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days

- (iii) Maximum allowable extension with late fee @ **0.1% per day** of Performance Guarantee amount beyond the period provided in Article 8 of Agreement/ Letter of Award: **15 days**
- (iv) Retention Money - 5 % of value of work executed based on DLP conditions.

Clause-2 of GCC (Schedule-I) ____

Schedule of rate of recovery for delay in submission of modified work program or Progress report -Clause 2 .2.4 and 13.4.3

SL	Contract Value	Recovery (Rs.)
I.	Any work executed under contract	Rs. 100 per day

Clause-3.2.6 of GCC (Schedule-I)

List of mandatory machinery, safety equipment, tools & plants to be deployed by contractor at site

Multi-meter	Claw Hammer
Tong tester	Screw Driver
Allen wrench set	Utility Knife
Wire stripper & crimper	Mallet
Safety gloves, safety boots, safety helmet, safety vest, safety belt	Hand Plane
Pliers	Chisel
Ratcheting tape threader set	Hand Saw
Adjustable wrench	Power drill
Pipe wrench	Circular Saw
Faucet key	Tape Measure, ruler, water level
Molegrip	Safety Glass, face mask, etc.
Plunger	Hacksaw
Hand auger	Holesaw
Drain cleaning gloves	Flashlight

Clause-3.3.4 of GCC (Schedule-I)

Competent Authority for deciding reduced rates: Chief Engineer/ Engineer authorized by him

Clause- 5.1.5 of GCC (Schedule-I)

Submission of statement

In case the contractor fails to submit the statement, he shall be liable to pay a penalty of Rs.500/- per week for the period he does not submit the statement.

Clause-7 .1.1 of GCC (Schedule-I)

Corporation Issue Material -Schedule of Materials to be issued to the Contractor –

SL	Description of Item	Quantity	Rates in Figures & Words at which the Material will be Charged to the Contractor	Place of Issue
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1	2	3	4	5
NIL				

Corporation Issued - Tools & Plants , Equipment to be hired to the Contractor –

SL	Description	Hire Charges per day	Place of Issue
1	2	3	4
NIL			

Clause-8.1 of GCC (Schedule-I)

-Safety Provisions

In case the contractor fails to make arrangement and provide necessary facilities, he shall be liable to pay a penalty of Rs.500/- per day for the period he does not arrange the safety provision. **Clause-10 of GCC (Schedule-I)**

Liquidity Damage- For the general Maintenance Services as per rate specified in Appendix –II of Schedule-II

For other repair, Maintenance, upgradation or construction works- As per Clause 10 of GCC

Authority to Decide LD- Chief Engineer

Clause-13.4.4 of GCC (Schedule-I)

- (i) Authority to Decide Extension of Time: Chief Engineer
- (ii) Shifting of Date of Start in case of delay in handing over of site: Chief Engineer

Clause-13.4.6 of GCC (Schedule-I)

- (i) Record of Days prevented from performing the work: Hindrance Register – Chief Engineer/ any official authorized by him based on the information provided by Contractor.
- (ii) Nature of Hindrance Register- digital /electronic in format of Schedule II

Sub Clause 16 of Appendix 6 of GCC (Schedule-I)

Default & breach of provisions.

In the event the contractor(s) committing a default or breach of any of the provision, he shall be liable to pay a penalty @ 0.05% for each day of default subject to a maximum of 5% of estimated cost of work.

Sub Clause 13 of Appendix 6 of GCC (Schedule-I) and other subclauses of Appendix 5 /6

Employment of skilled/semi-skilled workers.

In case the contractor fails to deploy the qualified tradesman, he shall be liable to attract penalty of Rs.100/-per day.

Ref-Schedule II: Scope of Work

Requirement of Technical Staff for a Work and Rate of Recovery

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SL	Cost of Work	Minimum Qualification Of Technical Representative	Designation (Principal Technical / Technical Representative)	Minimum Experience (years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Contract T&C
1.	Any	Graduate Engineer (Civil/Electrical) Or Diploma Engineer (Civil/Electrical)	Principal technical representative	3 yrs for Graduate Engineers or 6 yrs for Diploma Engineers respectively	1	Rs.25,000/-PM
2	Any	Diploma Engineer (civil/Electrical) Or any Graduate	Technical representative	3 yrs for Diploma Engineers and 10 yrs for Non Engineering Graduate and 1 year for Engineering Graduate respectively	1	Rs.15,000/-PM

- Assistant Engineers retired from Govt. Services that are holding Diploma will be treated at par with Graduate Engineers.
- Diploma holder with minimum 10 years relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Ref-Schedule II: Appendix- IV Clause R- Th. Consumption of Material

Schedule / Statement for determining theoretical quantity of cement & bitumen based on Delhi Schedule of Rates 2021 printed by CPWD

Variations permissible on theoretical quantities:

- (a) Cement All Works: +/- 2%
- (b) Bitumen All Works: 2.5% plus & only & nil on minus side
- (c) Steel Reinforcement and structural steel sections for each diameter, section, and category: +/- 2%

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

SL	Description of Item	Rates at which recovery shall be made from the Contractor	
		Excess Beyond Permissible Variation	Less use Beyond Permissible Variation
1.	Cement	-	Twice the rates mentioned in DSR 2021 Dec 21 edition adopted for estimation
2.	Steel reinforcement	-	do
3.	Structural Sections	-	do
4.	Bitumen	-	do
5.	Bitumen issued free	-	do
6.	Bitumen issued at	-	Twice the rate issued

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	stipulated fixed price		
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SCHEDULE – II
(SCOPE OF WORK)

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TABLE -1	Day to day operation and repair/maintenance works
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1. General Scope of Work and Nature of works to be executed under the contract.

- i. The scope of works to be completed under this contract includes miscellaneous works of civil and electrical nature - maintenance, upgradation, small scale construction works and general maintenance works as per terms and conditions mentioned in this document. These include day to day maintenance, annual maintenance, preventive maintenance, upgradation works and additions and alterations, new construction etc. as indicated in **Table 1, 2 & 3 below.**
- ii. The Works shall be carried out by contractor 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 & other Civil infrastructure in **Complex**, as approved by Corporation shall be followed uniformly.
- iii. Officer in charge shall decide the quantum, time line, measurement and payment related to the works he ordered vide a particular work order to Contractor. Engineer of the corporation shall do all technical checks on the works mentioned in **Table 1, 2 and 3**, for its quality, specification, rates, quantity & amount etc.
- iv. Contractor shall be responsible for execution, timely completion, quality and workmanship of all works & services as ordered by officer in charge under the contracted rates for the items stipulated in Price schedule and at the rates as determined by **Engineer of the Corporation** for the items not stipulated in price schedule. He will ensure successful implementation of contract so that all infrastructure in CWC Complexes is effectively maintained and is brought to a presentable stage.
- v. General Maintenance Manual, & Service requirements/frequencies to be provided by Contractor are given in **Appendix- II of this Schedule.**

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Electrical & mechanical installations (Sub-schedule – I (A) : Item No. 01)	
1.	Day to day maintenance of electrical installations, round the clock monitoring and operation of electrical equipment (including lift) installed at CWC Complexes via deployment of skilled, semi-skilled and unskilled manpower at CWC Complexes as per the instructions of Engineer-in-charge. The expertise of the manpower shall be in line with the nature of job required to be performed by the manpower.
2.	Operation of Lifts installed at CWC CO through liftman (liftmen) who shall operate electric lift to raise or lower cage, carrying passengers and goods from one floor to another in building. Opening outer gate of lift entrance and inner gate of lift cage by turning handle or by electric switches to permit men and goods inside carrier cage, closes both gates manually or by electrical switches; presses electric push button of desired floor number as indicated in panel to move cage carrying men or material upward or downward as required. Stopping lift at required floor by operating switches, opens double gates of lift for passengers and goods to move out and move in. Ensures that lift is not loaded over authorized capacity. Reporting to Engineer-in-charge about malfunctioning of lift when detected.
3.	Inspection and Operation of electrical installations i.e. luminaires, fans, ACs, pumps etc. in a timely manner/ as per instructions of Engineer-in-charge.
4.	Operation of DG sets, HT & LT Breakers as per the site requirement, within a reasonable time.
5.	Preventive maintenance of all LT electrical installations.
6.	Installation and commissioning/replacement of equipment/ spares provided by CWC/ contractor.
7.	Regular cleaning of all fans, tubes, bulbs, switch plates, plugs, DB boxes etc. as the case may be in all offices/ locations – once in a month at CO; and once in Two months in Rest House / Transit House in addition to attending to routine day to day complaints etc. as the case may be.
8.	Ensuring proper health of electric cables by visual inspection of cable, checking of cable terminals and tightening or remaking terminations, testing of IR (Insulation resistance) values of cables with megger, as required and maintaining the record of same duly signed by Engineer-in-charge on quarterly basis.
9.	Checking and recording of earth resistance of all points, pits and taking corrective action to improve it (including watering) and proper closing of earth pit chambers, checking of all earthing connections and cleaning/tightening thereof and maintaining the record of same duly signed by Engineer-in-charge on quarterly basis.
10.	The Contractor shall maintain/ promptly arrange the tools/tackles required for smooth execution of the work.
11.	Periodical cleaning of LT panels and replacement/ repair of defective parts. The spare parts required for the same shall be provided by CWC. The contractor should repair the panel hinges, doors, latching if any during the contract period.
12.	Testing of capacitors of Automatic Power Factor Control panel in a periodical manner and submit the status report of health of capacitor such that the complete bank be utilized.
13.	Checking for insulation leakage and checking of CT, PT and bus bars should be done to maintain the system in efficient manner. All the panel, electrical installations, substations and electrical equipment should be maintained & cleaned appropriately.

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13.	Any other work or information required for proper functioning of electrical system at CWC Complexes shall also be provided by the contractor, as and when directed by Engineer-in-charge.
	Plumbing and civil infrastructure
1.	<p>Plumbing works - Repair and maintenance of plumbing, joineries, and other civil infrastructure at workplace as defined in scope of work including any or all from the set of services like replacement / installation of plumbing, ceramic, sanitary fittings, and operations of RO Plant, and minor masonry works.</p> <p>i) The contractor shall ensure smooth and proper functioning of building’s vertical water-supply works from Under Ground -Tank to Over Head-Tank and Over Head-Tank to the individual-unit water-supply connection to complete internal water-supply works. The contractor shall ensure smooth and proper functioning of complete drinking-water facility & drainage system at Refuse-areas and terraces.</p> <p>ii) Fixing of CP-Fittings, Sanitary wares & Jali/Drain-covers-for-nahani-trap for all Typical-floors etc. as per instructions of engineer in charge. CP-Fittings, Sanitary wares & Jali/Drain-covers will be provided by CWC.</p> <p>iii) It will be the responsibility of the contractor to ensure that running water at suitable pressure is available in all taps both of drinking and general purpose at all floors mandatorily to be checked in morning at 9 am and in evening at 6 pm (or, at any other time of the day as instructed by Engineer-in-charge). If any deficiency is found, the same is to be rectified immediately. The above works are for workplaces as defined under ‘CWC Complexes’.</p> <p>iv) Any major repair work involving cut off of water supply shall be done on weekend or public holiday.</p> <p>The scope of work for plumber will also include cleaning of underground tank /overhead tank at workplace at frequency defined in scope of work. (Any tools and plants such as drilling machine, cutter machine, wrench, etc. shall be arranged by the contractor at his own cost and no such tools and plants required for carrying out operations of repair and maintenance of plumbing works shall be provided by CWC)</p> <p>For carrying out the works under this section, the contractor shall make sure the availability of required manpower at all times for the plumbing and carpentry works as per scope of work.</p>
2.	<p>Carpentry works - carpentry works like cutting, framing, joining, of wooden boards, veneers, laminates, door shutters and frames and other works of lock, EL drop, handles, hinges, door stoppers, door closers, beading, lipping etc. in door windows and cabinets etc. including other ancillary works as per the instructions of Engineer-in-charge.</p> <p>(Any tools and plants such as drilling machine, cutter machine, wrench, etc. shall be arranged by the contractor at his own cost and no such tools and plants required for carrying out operations of repair and maintenance of carpentry works shall be provided by CWC)</p> <p>The above works are for workplaces as defined under ‘CWC Complexes’.</p> <p>For carrying out the works under this section, the contractor shall make sure the availability of required manpower at all times for the plumbing and carpentry works as per scope of work.</p>
	Other repair and maintenance related works and services
1.	<p>The scope of work under this section includes carrying out special maintenance and repair works of civil/electrical/mechanical installations on ground of urgency/requirement at workplace defined in scope of work and as per direction of engineer in charge. The special works includes repair and maintenance services of masonry works, concrete works, steel binding and welding works, shuttering works, tile/stone cutting and laying works/aluminum door/ window partition works, glass cutting and installation works, repair/ cleaning of vertical blinds, roof and cladding sheet fixing, gutter/sewage chamber/drain/Rain water harvesting system/down take spout pipe cleaning/unclogging and any other works directed by engineer in charge.</p> <p>Any tools and plants such as drilling machine, cutter machine, wrench, etc. shall be arranged by the contractor at his own cost and no such tools and plants required for carrying out operations of repair and maintenance of carpentry works shall be provided by CWC</p>

TABLE – 2 Annual Maintenance of Electrical Equipment:

Providing Non-Comprehensive Annual Maintenance of 11KV substation, and associated High Tension (HT) &

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Low Tension (LT) equipment (Vacuum Circuit Breakers [VCB] & Air Circuit Breakers [ACBs]) of the substation, and, 250 KVA DG Sets at CWC Corporate Office. The details of equipment covered under Annual Maintenance are as follows-

- 1000 KVA, 11/0.44 KV Dry Type Transformer along with On-load Tap Changer (OLTC) and RTCC Panel.
- HT Breaker panel with 800 Amp, 12 KV rating Vacuum Circuit Breaker.
- LT Air Circuit Breakers (05 Nos.) of ratings in range 1600 Amp to 630 Amp.
- 02 Nos. of 250 KVA Diesel Generator Sets

The contractor shall ensure smooth and safe operation of the substation equipment by periodic preventive maintenance visits/tests, breakdown repair and one Annual Servicing. All tool, plants, testing equipment and consumables required for the performance of work shall be provided by the contractor. However, spare parts required for the repair work shall be provided by CWC to contractor free of cost (except where explicitly mentioned otherwise). The installation, testing and commissioning of the spare parts shall be done by the contractor under the scope of this contract.

The works covered under this section shall be considered incomplete without performance of Annual Servicing. Hence, in case preventive maintenance visits and breakdown repair is performed by the contractor, but, Annual Servicing is not performed, then, in such case, an amount equivalent to 80% of respective item rate shall be deducted from the final bill.

2.1 : 1000 KVA Dry-type Transformer with OLTC & RTCC Panel

- a) The contractor under the scope of this sub-section shall include testing, preventive maintenance and breakdown repair of 1000 KVA dry-type Transformer and associated OLTC and RTCC Panel; in order to ensure safe and hindrance-free operation of the sub-station.
- b) This includes Annual Servicing of the transformer and overhauling/servicing of OLTC/RTCC Panel as per the latest IS/OEM specifications/ requirements and conducting recommended site tests as per latest IS Specification/OEM recommendation/ Instructions of EIC.
- c) If any required tests of periodicity more than one year as per IS/OEM specification has not been conducted in the concerned period in past, then the same must be conducted by the contractor during this contract period, as per the schedule provided/instructed by the Engineer-in-Charge.
- d) The periodic maintenance visit shall be undertaken on quarterly basis. Under periodic maintenance, the contractor shall undertake visual inspection of transformer and OLTC/RTCC panel. Also such periodic maintenance tests/ activities recommended under IS norms and OEM standards shall be undertaken during the maintenance visit.
- e) After each preventive maintenance visit, the contractor shall submit a detailed report citing all observations, to the Engineer-in-charge. Any corrective action required at the site shall also be undertaken by the contractor at the earliest.
- f) The Annual Servicing shall include but not limited to the following activities-
 - I. Blowering/ de-dusting of core-coil assembly, ventilator-louvers, etc.
 - II. Changing the damage gaskets of enclosure, if required.
 - III. Checking, cleaning of the fix & moving contacts, transition resistances etc. for any warning-out, looseness, damage/pitting, overheating etc.
 - IV. Tightening & physical inspection & checking of HT Bushings & connection/ LT Bushings & connection/ Tapping lead connections i.e. all electrical connection in the enclosure.
 - V. Tightness & checking of all core bolts, coil pressing/clamping bolts, insulators, etc.
 - VI. Checking of earthing connection on the transformer neutral & body earthings.
- g) The following site tests shall be conducted by the contractor as per periodicity and schedule instructed by the Engineer-in-charge-
 - I. IR Value as well as Turns/Voltage Ratio Test,

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- II. Magnetic Balance Test,
 - III. Magnetizing Current Test,
 - IV. WTI Operations,
 - V. Operational checks for OLTC,
 - VI. Operational checks of RTCC.
- h) The contractor shall arrange all safety/medical equipment, testing equipment, tools and plants, consumables etc. required during the performance of work. Spare parts (where explicitly mentioned otherwise) of transformer and OLTC/RTCC Panel shall be supplied by CWC, however, the installation, testing and commissioning of same shall be covered under the scope of contractor.
- i) The contractor shall also be responsible for carrying out all other ancillary works required during testing and preventive maintenance, in order to commission the transformer and OLTC/RTCC Panel. Nothing extra shall be paid for the same.
- j) The contractor shall ensure compliance to statutory obligations during the performance of work. The contractor shall also liason with concerned Electric Distribution Company/Govt. Department for required approvals.
- k) The scope of work also includes attending to breakdown calls and making good the same.
- l) The contractor shall submit the test reports and service reports to Engineer-in-charge mentioning details of activities undertaken, observations/ results obtained and required remedial actions, if any.
- m) The contractor shall execute the work at such times that the working of office is not affected.
- n) The Annual Servicing shall be undertaken as per instructions of Engineer-in-charge.
- o) On receipt of any complaint from CWC, contractor shall attend to the complaint within 04 hours of intimation and rectify the same within 24 hours, or, the period given by Engineer-in-charge. On non-completion of repair work within the stipulated time period, LD shall be levied upon the contractor as per Schedule-II, OR, the work may be executed by CWC as the risk and cost of contractor. Any amount due shall be deducted from the Bill/SD/PG of contractor.
- p) If the Annual servicing of Transformer is not performed by the contractor during the whole year, the work shall be considered as incomplete and only 20% payment against this sub-section shall be made to the contractor. Further, CWC shall undertake the pending servicing and tests at the risk and cost of the contractor. The cost such incurred by CWC shall be adjusted from the bills/PG/SD of the contractor.

2.2 : 11 KV HT Breaker panel with 800 Amp VCB & 440 V LT ACBs-

- a) The scope of work under this sub-section includes Non-Comprehensive Annual Maintenance – i.e. preventive maintenance, testing and breakdown repair of 11 KV HT Breaker panel (with 800 Amp Vacuum Circuit Breaker) and LT Air Circuit Breakers (05 Nos).
- b) This includes Annual Servicing of the VCB panel and ACBs as per latest IS/OEM specifications/ requirements and conducting recommended site tests as per latest IS Specification/OEM recommendation/Instructions of EIC.
- c) The tools, plants, safety equipment, consumables required for servicing shall be arranged by the contractor at its own cost.
- d) If any required test/ maintenance activity of periodicity more than one year as per latest IS/OEM specification has not been conducted in the concerned period in past, then the same must be conducted by the contractor during this contract period, as per the schedule provided by the Engineer-in-Charge.
- e) The periodic maintenance visit shall be undertaken on quarterly basis. Under periodic maintenance, the contractor shall undertake visual inspection of ACB/VCB Panel. Also such periodic maintenance tests/ activities recommended under IS norms and OEM standards shall be undertaken during the maintenance visit. Any corrective maintenance required to be undertaken shall also be done at the site.
- f) After each preventive maintenance visit, the contractor shall submit a detailed report citing all observations.
- g) The Annual Servicing shall include but not limited to the following activities-
1. Air cleaning with blower i/c cleaning of circuit breaker body and bushings.

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2. Cleaning and assembling of front cover, push button, locking latches etc.
 3. Cleaning and assembling of arc chute cover and cover and terminal shield.
 4. Cleaning and assembling of chassis.
 5. Cleaning and tightening of every point of auxiliary and control unit connection block.
 6. Cleaning, greasing and assembling of hand pull-out System, racking mechanism of chassis and function position indicators.
 7. Cleanings, checking and assembling of arc chute.
 8. Physical inspection of main contact.
 9. Use of anti-corrosion spray where required
 10. Physical inspection and setting of contact gap & pull rod.
 11. Inspection, cleaning and setting of tripping releases.
 12. Cleaning, checking/testing and assembling of tripping Coil/ closing coil.
 13. Checking and sealing of cable entry holes
 14. Cleaning and assembling of electrical spring charging motor.
 15. Cleaning, greasing and assembling of mechanical charging system.
 16. Cleaning, greasing and assembling of jaw contacts.
 17. Testing the closing time, tripping time and springtime as per standards.
 18. Checking and measuring the closing coil resistance, trip coil resistance and Contact resistance.
 19. Lubricating the inner mechanism roller and other linkage and knife.
 20. Applying petroleum jelly on cluster contact.
 21. Cleaning of all components of ACBs/VCB should be done with petrol and Contacts with CRC as per standard.
 22. Touch up painting wherever required
 23. Final testing of the circuit breaker for its electrical/mechanical functions.
 24. Recharge time of operating mechanism after specified sequence.
 25. Checking breaker Operation (Local/Remote operation).
 26. Checking and adjustment of Track alignment and Interlocking mechanism
 27. Calibration and testing of relays.
 28. Replacement of any defective part.
- h) The contractor shall arrange all safety/medical equipment, testing equipment, tools and plants, consumables etc. required during the performance of work. Spare parts (except where explicitly mentioned otherwise) of HT Breaker Panel and ACBs shall be supplied by CWC, however, the installation, testing and commissioning of same shall be covered under the scope of contractor.
- i) The contractor shall ensure compliance to statutory obligations during the performance of work. The contractor shall also liason with concerned Electric Distribution Company/Govt. Department for required approvals.
- j) The scope of work also includes attending to breakdown calls and making good the same.
- k) The contractor shall submit the test reports and service reports to Engineer-in-charge mentioning details of activities undertaken, observations/ results obtained and required remedial actions, if any.
- l) The contractor shall execute the work at such times that the working of office is not affected.
- m) On receipt of any complaint from CWC, contractor shall attend to the complaint within 02 hours of intimation and rectify the same within 24 hours, or, the period given by Engineer-in-charge. On non-completion of repair work within the stipulated time period, LD shall be levied upon the contractor as per Schedule-II, OR, the work may be executed by CWC as the risk and cost of contractor. Any amount due shall be deducted from the Bill/SD/PG of contractor.
- n) If the Annual servicing of HT Breaker Panel and ACBs is not performed by the contractor during the whole year, the work shall be considered as incomplete and only 10% payment against respective sub-section shall be made to the contractor. Further, CWC shall undertake the pending servicing and tests at the risk and cost of the contractor. The cost such incurred by CWC shall be adjusted from the bills/PG/SD of the contractor.

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2.3 250 KVA Diesel Generator Set

- a) Scope of work under this sub-section includes the Comprehensive Annual Maintenance of 02 Nos. of Diesel Generating (DG) sets of capacity 250 KVA each, currently installed at CWC Corporate Office, New Delhi. The contractor shall ensure smooth operation of DG set and perform all necessary actions to ensure the same. Please note that the DG sets' OEM is 'Sudhir Power' and Engines' Make is 'Cummins'.
- b) The scope of work includes periodic preventive maintenance visits by Experienced Technician (one visit per month) as well as attending to breakdown calls. Since this is a comprehensive annual maintenance contract, all spares, consumables, tools and plants required for preventive maintenance as well as breakdown repairs shall be arranged by the contractor at its own. No extra payment shall be done by CWC for spares, consumables, tools and plants required under the scope of this work.
- c) The preventive maintenance activities must be done as per the OEM specifications and instructions of Engineer-In-Charge.
- d) Only genuine spare parts and consumables of OEM Makes, or, of makes approved by Engineer-in-charge, shall be used to perform preventive maintenance/comprehensive servicing or breakdown repair. No additional cost against cartage of said goods, or, as service charge shall be made by CWC.
- e) The following works are not under the scope of this contract –
 - Major overhauling, top overhauling cylinder, head repair
 - Replacement/ reworking of Acoustic enclosure/ Canopy, fuel tank & piping, Exhaust Silencer, & exhaust piping. However, minor repair/ repainting works are under the scope of this contract.
 - Complete replacement of Breaker/ Power Contactors, AMF controller, PLCs, PCC, Bus Bar & Power Cables.
 - Replacement of AVR, Bearing Replacements & Re-Winding.
 - Supply of battery.
- f) The basic minimum actions to be performed by the contractor during each maintenance visit are as follows –
 - General check-up and preventive maintenance
 - Engine Check for smooth running
 - Leakages check of Lube oil, coolant & fuel
 - Checking of throttle control, instrument panel, rotating diodes in maintenance of relays, contactors in control panel
 - Valve tappet setting & end play checks.
- g) The contractor shall ensure one Comprehensive Annual Servicing of the DG sets per annum, inclusive but not limited to the supply and replacement/top up of following items as per instructions of Engineer-in-charge and as per OEM's service manual –
 - Lubricant oil filter element
 - Fuel Filter and ring Kit
 - Fuel Byp. Filter element kit
 - 'O' ring seal
 - Corrosion inhibitor (20 litres, or more, as per requirement)
 - Foil sealed test strips
 - Lubricating engine oils – 80 litres, or, more, as per requirement (OEM make/ Valvoline/ Castrol or other makes approved by Engineer-in-charge)
 - Air cleaner element kit
 - 'B' check kit
- h) The Annual Comprehensive Servicing shall be done as per prior approval of Engineer-in-Charge.
- i) No additional payment against supply of materials required for comprehensive servicing of DG set shall be made by CWC. The contractor shall quote their rates accordingly, incorporating cost of required material and service charge.
- j) After each preventive visit/service, the contractor shall submit a detailed status report of the DG set and

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inform about any potential repairs required in the DG sets. The same shall be submitted to Engineer-in-charge and necessary remedial action shall be taken immediately.

k) It is the responsibility of contractor under this contract –

- To maintain full equipment throughout the contract period as applicable.
- To monitor and record the parameters. The Log book shall be maintained by contractor's personnel and same shall be approved by the Engineer in-charge.
- As and when required, the contractor shall report to Engineer in charge about performance of equipment.
- The service provider should undertake to arrange genuine spares of the full equipment, as when required, within two working days as applicable.
- Sufficient stock of minor spares or accessories should be kept by contractor.
- If any abnormality is noticed by the contractor, the same shall be diagnosed and remedial action shall be taken within 6 hours or such extended time period as approved by Engineer-in-charge.
- Any damage to the DG sets, during the contract period, due to improper Operation & Maintenance practice, to be rectified/replaced by the contractor and CWC shall not pay for any rectification/replacement.
- Regularly Checking and servicing of engine for smooth running, its unusual sound and color of smoke from exhaust and set it right in case of deviations.
- Regularly Checking and repairing the leakage of fuel, lubricating oil and coolant.
- Cleaning and changing of air filters as per requirement.
- Checking and repairing of Accessories drive, Turbocharger and crankshaft endplay whenever required.
- Checking of alignment of engine and Alternator as per requirement.
- Checking of throttle control & its setting.
- Checking of instrument panel as and when required.
- Repair and Maintenance of relays including contactors in control panel of power generator.
- Checking of battery terminal and de-sulphation.
- Diagnosis of faults in engine and Alternator and its rectification.
- To carry out all the test/ checks as per the operation and manual of the manufacturer. This may include (but not limited to) the following-
 - Checks lube oil level and conditioning of lube oil, top up/refill required.
 - The oil filters shall be replaced whenever oil is changed.
 - The air filters shall be cleaned periodically with compressed air, check batteries and top up the distilled water periodically/and if required.
 - Engine safety viz. high water temperature gauge, oil pressure gauge, oil pressure temperature gauge and high speed gauge shall be checked for their functions and repaired/ replaced if required.
 - Coolant level and conditioning of coolant shall be checked and refilled if required.
 - Check fan and alternator drive belts and tightened if required.
 - Check the cable connections at starter battery, dynamo/alternator and control panel.
 - Check electrolyte level in the battery.
 - The Governor shall be checked and tuned for proper functioning.
 - Check for leaks if any and shall be rectified
- Check reports shall be submitted every month/ every breakdown calls.

Table 3: Miscellaneous civil (R & M) works

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The scope of work under this sub-section includes completion of works in such time, quantity and location, as intimated/instructed by the Engineer-in-charge.

Part 1: Day to Day maintenance works:

- a) The contractor shall undertake the above stated job via deployment of skilled, semi-skilled and unskilled manpower at CWC Complexes as per the instructions of Engineer-in-charge. The expertise of the manpower shall be in line with the nature of job required to be performed.
- b) The minimum quantity of manpower that would be required for the works under this sub-section shall be as follows-

Sr. No.	Type of manpower	Nature of Work	Tentative Quantity for a period of 24 hours on Weekdays (i.e. Monday to Friday)	Tentative Quantity for a period of 24 hours on Weekends (i.e. Saturday and Sunday)
1.	Skilled	Plumber	01 No. – during Shift 1*	As and when required
		Carpenter	01 No. – during Shift 1*	As and when required
2.	Semi-Skilled	Electrical Repair & maintenance	02 No. – during Shift 1* 01 No. – during Shift 2* 01 No. – during Shift 3*	01 No. – during Shift 1* 01 Nos. – during Shift 2* 01 No. – during Shift 3*
		Liftman/ Lift operator	01 No. – during Shift 1* 01 No. – during shift 2*	As and when required
3.	Unskilled		03 No. – during Shift 1*	As and when required

- * Timing of Shift 1 – 08:00 AM to 04:00 PM
- * Timing of Shift 2 - 04:00 PM to 12:00 AM
- * Timing of Shift 3 – 12:00 AM to 08:00 AM

- c) The quantity of manpower stated above is tentative and can be changed (increased or decreased) as per the directions of Engineer-in-charge as per suitability and nature of work. The contractor shall make available the required manpower (of required skill) as required for completion of work. No extra payment shall be made for the additional manpower deputed by the contractor for execution of works under the scope of this sub-section.
- d) The timing of shift of each manpower may be changed by the Engineer-in-charge, if required. However, the job performed by a manpower shall be considered fulfilled only after the manpower is physically present at the site for a period of not less than 08 hours and the work assigned to them has been completed satisfactorily.
- e) The manpower can be deputed for work at any of the CWC Complexes, within Delhi as per directions of Engineer-in-charge, for complete shift or between his/her shift. No charges shall be paid by CWC against conveyance/lodging/dearness charges for movement of manpower for performance of duty at any of the locations asked within Delhi.
- f) No overtime payment shall be done by CWC to the contractor. It shall be the responsibility of contractor to arrange replacement of manpower (on completion of his/her shift) such that the work is not hampered.
- g) Any statutory permissions in connection to HT/LT connection has to be arranged by the contractor. CWC shall reimburse any statutory fee paid by the contractor to the statutory body on furnishing of payment receipt.
- h) All necessary safety gears for smooth execution of work will have to be arranged by the contractor.
- i) The Contractor shall deploy the workmen staff with the necessary qualification for the satisfactory completion of each work under the scope.
- j) All the staff deputed by the contractor for maintenance work should be of good experience and character. The contractor will have to take prompt action on receipt of any complaint. The instructions of Engineer-in-charge or his representative would have to be followed by the staff of contractor strictly.

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- k) The contractor has to obtain the gate pass for the staff being deputed for attending the Annual maintenance at CO Building.
- l) The contractor & staff shall follow the security regulations in force or as amended from time to time. Suitable action shall be taken, including summarily termination and/or legal action for breach of CWC security regulations either by the contractor or his staff & CWC shall be the sole arbitrator to the course of action.
- m) The Substation will be functioning round the clock i.e. 365 days in a year on all holidays and Sundays. The contractor shall have to take care of exigencies that would be attended promptly.
- n) All relays of 11KV Substation should be tested and calibrated as per norms of IS 3842. Secondary Injection Testing of all relays including WMP-13, CDG 61/ CAG14 is to be carried out once in a year of HT side. Primary injection testing is to be carried out once in a year for all 11KV/415V substation relays. All the relays should be calibrated once in a year.
- o) The contractor has to maintain daily log book for all repairs of sub-station & electrical installation either as routine measure or for rectification of a breakdown/ failure and the same should be verified by CWC representative.
- p) Tools/Tackles belonging to CWC should be safely & securely maintained by the contractor & handed over to CWC as and when required.
- q) The staff of contractor who routinely visits the premises of CWC should have mobile phone which will have to be circulated to the CWC officials.
- r) All Break down/ failures in electrical installation/ substation shall be attended/ rectified promptly within a reasonable time as per the requirement of site Engineer. Non-compliance of this schedule can be treated as an unsatisfactory performance.
- s) The contractor shall repair the equipment/ their parts during the currency of contract for all failure/ breakdown attributable to lapses in part of contractor.
- t) If in case it is proved/established at any stage that the cause of electrical failure/cause of fire/cause of electrical accident has taken place due to bad/poor maintenance carried out by the contractor or due to carelessness of his staff than the cost of said damage will be recovered from the monthly bill or security deposit or any amount available with CWC.
- u) The contractor shall execute the work as per IS code of practice of relevant equipment's and follow the IE rules 1956 (Latest amended) The contractor has to follow the safety & procedures & practices in electrical works as per IS 5216 part 1 and 2.
- v) The contractor & working staff should get training for the fire-fighting systems and their use.
- xx) The contractor shall employ the staff for the execution of works, on his/her own roll. For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different Rules & Act in respect of manpower so deployed. The person deployed by the Contractor shall not have any claim whatsoever like employer and employee relationship against CWC.
- w) Care should be taken by the contractor to avoid damage to the building during execution of his part of the work. The contractor shall be responsible of repairing all damages and restoring the same to their original finish at his cost.
- x) The Contractor should pay the wages not less than minimum wages fixed by the Chief Labour Commissioner (C), Ministry of Labour and Employment Government of India to their staff engaged on this work. The wages should be paid on or before 7th of every month by the contractor. The details of payment made to their employees along with subscription made towards ESI & EPF should be produced along with ESI and EPF Numbers to the Engineer-in-charge for verification before payment of Bill. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
- y) The contractor shall make available at site a first aid kit and safety tools i.e. safety helmet, safety boots, safety gloves, reflective safety vest. The same shall be provided in sufficient numbers to manpower (skilled, semi-skilled or unskilled) by contractor at its own cost. In case of non-providing of the same, LD @ Rs. 100/- per day shall be applicable on the contractor. All safety apparatus shall be IS marked.
- z) All unused/dismantled material shall be returned to CWC in proper condition. Any damage to the dismantled/unused material shall be recovered from the contractor.

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- aa) CWC will in no way be responsible for violation of any rules and or infringement of any other laws from the time being in force, either by the manpower or by the Contractor. The manpower as well as the Contractor shall comply with the relevant rules and regulation applicable at present and as may be enforced time to time, for which CWC will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/act/rules etc. shall only rest with the Contractor.
- bb) The cost of services quoted by the Contractor shall cover all aspects of service delivery and include all components of salary/wages (minimum wage, insurance, PF, ESI, etc.) and taxes as applicable.
- yy) The Contractor shall furnish the following documents in respect of the manpower deployed by them to CWC's premise/designated premise in the given time limit:
 - a. List of person deployed (monthly)
 - b. Biodata/resume with antecedents details (at the time of deployment)
 - c. Copy of Aadhaar Card of the candidates (at the time of deployment)
 - d. Identity card issued by Contractor bearing photograph (within 8 days of joining)
 - e. Identity proof and residential proof (at the time of deployment)
 - f. Copy of police verification certificate (at the time of deployment)
 - g. Copy of birth certificate, if required (at the time of deployment- for domicile purpose)
- zz) The Contractor shall nominate a coordinator/ single point of Contract (SPOC), as per clause 8 of this schedule, who shall be responsible for regular interaction with CWC so that optimal services of the persons deployed could be availed without any disruption.
- aaa) The attendance of the manpower shall be entered in the register provided by the Contractor and/or in the Aadhaar based biometric attendance system at CWC's premises.
- bbb) All selected manpower shall wear identity card provided by the Contractor every day during working hours.
- ccc) The Contractor shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to CWC.
- ddd) The Contractor shall be responsible for any act of indiscipline on the part of the person deployed.
- eee) The Contractor shall ensure that all the relevant licenses/registrations/permissions which may be required for providing the services under this agreement are valid during the entire period of the Agreement; failing which CWC can take appropriate action including imposition of deduction and termination of contract. The documents relevant in this regard shall be provided by the Contractor to CWC on demand.
- fff) Contractor shall be responsible to change the shifts and manpower in compliance with the labour laws.
- ggg) No medical facilities or reimbursement or any sort of medical or thereof in respect of employees provided by the Contractor will be entertained by CWC.
- hhh) The persons deployed shall treat as confidential all data and information received from CWC and obtained in the execution of its responsibilities under this contract/Agreement, in strict confidence and will not reveal such information to any other party including the Contractor without the prior written approval of the buyer. In view of this, the persons deployed shall be required to sign a non-disclosure agreement and breach of the same shall make the Contractor as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.
- iii) No deployed manpower shall be allowed to stay in premises unnecessarily after working hours without Engineer-in-charge permission.
- jjj) CWC department shall not be responsible for any financial loss or any injury to any person deployed by the Contractor during their performing the functions/duties or for payment towards any compensation. The Contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. CWC shall, in no way be responsible for settlement of such issues whatsoever.
- kkk) The Contractor shall maintain all statutory registers under the law and shall produce the same, on demand, to CWC or any other authority under law.

Part 2: Annual maintenance Contract for DG Set –

- a) The contractor shall only engage experienced and skilled workforce for performance of work.
- b) The Annual Servicing of equipment shall be done as per directions of Engineer-in-charge. The Annual Servicing shall be performed by the contractor through OEM or OEM Authorised Service Provider Only; servicing

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provided by any other firm shall not be acceptable. The contractor shall submit Incorporation Certificate/Authorization certificate of OEM/OEM Authorised Service Provider before commencing Annual Servicing.

- c) All testing shall be done with prior approval Engineer-in-charge and under the supervision of Engineer-in-charge or his representative.
- d) After the termination/completion of the contract the equipment shall be handover/return to CWC in running and working condition as it is at the time of commencement of contract.
- e) Normally, the preventive maintenance visit shall be done on holidays, or during after office hours. However, the breakdown repair shall be undertaken by the contractor immediately on receipt of intimation of such breakdown from CWC. If required, the contractor shall also work on holidays, for attending to repairs. No additional payment shall be made by CWC for the same.
- f) It is the duty of contractor that a separate log book shall be maintained for recording the daily running of DG Set/Power Generator including operation time and energy consumption reading (kVA/kWh).
- g) The contractor should arrange genuine spares of the diesel engine, alternator and panels as and when required within two working days.
- h) The change of any spare parts to be carried out after giving written communication to Engineer-in-charge. The spare parts/ consumes such as filter change shall be done in the presence of CWC personnel and the unsuitable spare to be handed over to CWC.
- i) The service provider shall visit the site for attending the generator sets monthly and shall inspect the generator sets thoroughly. Each visit may preferably take place during 1st week of month. The Service provider shall visit monthly for checking of electrical side viz., Alternator, AMF controls Panel, and other electrical equipments/switches.
- j) The engine shall be run on no load or at available load, and should be checked for any leakage and abnormal noise. If any abnormality is noticed, the same shall be diagnosed and remedial action shall be taken during the visit of maintenance engineer.
- k) The value of Annual Comprehensive Servicing ('B' test) shall constitute 50% of the total value of this sub-section. If due to any reasons, whatsoever, the contractor doesn't/can't perform the Annual Comprehensive Servicing, then 50% of the value of this sub-section shall be deducted from the bill of the contractor.
- l) The Engineer-in-charge may terminate this sub-part of contract, i.e. CAMC of DG set, partially or fully, by issuing a letter one month prior to the date of termination, without according any cause. In such case, the contractor shall be liable to receive payment for the monthly payment (on pro-rata basis). The payment details are as below –

Sr. No.	Condition	Payment payable to contractor excluding LD as admissible
1.	Sub-section terminated by EIC after completion of 'N' months of contract and Annual Comprehensive Servicing has been performed.	[0.5 + (N/24)] X [item rate quoted by contractor]
2.	Sub-section terminated by EIC after completion of 'N' months of contract and Annual Comprehensive Servicing has not been performed.	[N/24] X [50% of the item rate quoted by contractor]

3 Materials, Tools & Plants to be provided by the Contractor and Testing of Materials

- 3.1** The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Corporation.

The contractor shall, at his own expense and without delay, supply to the Engineer, samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer furnish proof, to the satisfaction of the Engineer that the materials so comply.

All required tests shall be carried out in the reputed / approved outside laboratory (in case of absence of required

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field lab). Payment of testing charges of such tests will be borne by the contractor in each case.

- i. For outside testing, test of materials and stipulated samples shall be carried out by one of the following laboratories/tests houses - (1) IIT, (2) NIT, (3) National Test Houses, (4) National Council of Cement & Building Material, (5) Govt. Engg. College/National Accreditation Board Approved Lab (NABL), as per decision of the Engineer-in-charge.
- ii. Testing and acceptance criteria for cement, steel and any other materials, supplied by contractor should be as per BIS codes/Technical Specification or as decided by Engineer in charge, as per stipulated testing frequency given in enclosed list (field quality Plan) or CPWD Specifications.
- iii. Sample of material for testing will be supplied free of cost by the contractor, including its transportation to the approved test houses/laboratory, as directed by the Engineer or inspecting officials.
- iv. All Routine tests on various materials shall be carried out as per the field quality plan – (List of Mandatory Tests enclosed) at the cost of the contractor. Wherever it is not specified, it will be carried out as per decision of Site Engineer, which will be final and binding on the contractor.
- v. In addition to the tests required under above clauses thereof, the Engineer or his representative may order tests to be carried out by an independent person appointed by him at such place or in such laboratory, as he may determine in accordance with the appropriate Clauses of relevant Standard Specifications and cost of such tests shall be borne by the contractor.
- vi. Testing record shall be maintained as per standard Testing Performa, enclosed in the contract document for proper testing and their record by the contractor.
- vii. In case, test results indicate that the cement, steel, bitumen or any other material brought or arranged by the contractor for incorporation in work does not conform to the relevant BIS Codes, the same shall stand rejected and shall be removed from site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so.

3.2 Contractor to Supply Tools & Plants etc : Plant & Machinery Required for the Work

The contractor shall provide at his own cost all materials except such special materials, if any, as may in accordance with the contract be supplied from the CWC stores, machinery, tools & plants as specified in Appendix 7 of Schedule 1.

In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Officer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work.

The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Corporation at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his dues or the proceeds of sale thereof, or of a sufficient portion thereof.

- (i) It will be responsibility of the Contractor to arrange all plants & machinery, trucks, vibratory, Road roller etc. as required by him for execution of works.
- (ii) Contractor will also arrange for getting permission of such plant & machinery, if required from local or other concerned authorities for use as well as for their transportation to site.
- (iii) All expenditure incurred in this connection will be borne by the Contractor.

2. Maintenance after Completion (Defect Liability Period-DLP):

Following works executed /services delivered under this contract/ Work Order shall be maintained by the contractor at his own cost during the maintenance period/DLP as mentioned below. This period shall be reckoned from the actual date of completion of work.

- i. All kind of construction / repair works in Bituminous Roads/ concrete /masonry works in Building /Roads/Drains -

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- DLP/Maintenance period-12 month.
- ii. All kind of leakage arresting, plugging in Roofs/ pipes etc.- DLP/ Maintenance period-12 month.
 - iii. New construction-Upgradation works of Road/Roof /Floor- 3 Years
 - iv. New construction /upgradation works -Others including Painting and any other special repair: - Maintenance period-12 month.
 - v. Electrical fittings/items /Motors/Pump- As per manufacturer warranty; DLP/Maintenance period -1 year.
 - vi. Sanitary Installation /Fitting/Fixture- As per manufacturer warranty; DLP- 12 Month.
 - vii. Rolling shutters/Manual gears and other similar mechanical fitting works- DLP/Maintenance period-12 month.

The works /services, for which no maintenance period is prescribed here, contractor is waived off from his obligations of maintaining the works post completion.

3. Night Work

Contractor shall plan and deploy his all resources to complete the work within time as per agreed program of completion. If the CWC is, however, satisfied that the work is not likely to be completed in time except by resorting to night work; by special order, the contractor would be required to carry out the work even at night, without conferring any right on the contractor for claiming for extra payment for introducing night working. The decision of the Officer in charge in this regard will be final and binding on the contractor.

4. Work to be Executed in Accordance with Specifications, Drawings, Orders etc.

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Corporation and the Contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions, as are not included in the standard specifications of Central Public Works Department, specified in **Schedule I: Appendix-7** or in any Bureau of Indian Standard or any other, published standard or code or Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

5. Work(s) where no Specifications are specified

In the case of any class of work for which there is no specifications provided under this Contract, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case, there are no specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per State / District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Corporation.

6. Water for Works

- (a) Departmental water supply, if available, shall be the sources of water for using into various works/services under this contract:

Water on the request of Contractor and, if available may be supplied to the contractor by the Corporation, subject to the following conditions:

- (i) The water charges shall be recovered from dues of Contractor, @ 1% on gross amount of the work done/services delivered (against civil items only).
- (ii) Main sources of supply (Tapping source), shall be decided by Engineer-in-charge based on availability of water. The contractor shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply up to place of work at his own cost.

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- (iii) The Corporation do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the Corporation watermain so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such temporary break down.
- (b) In case, CWC Complexes do not have adequate source of water or there is no such water which is fit for construction purpose, Engineer-in-charge shall inform the contractor in writing, before commencement of work to arrange the water at its own. In all such cases, the contractor(s) shall make his/their own arrangements for water required for the work (sources as well conveyance of water) and nothing extra will be paid for the same. In all such cases, when contractor has procured construction water with its own arrangement due to non-availability of same in CWC Complexes, as confirmed by Engineer-in-charge in writing, The water charges @ 1% shall not be recovered from contractor's bill as mentioned in sub-clause (a-i) above. The procurement /arrangement of construction water by Contractor will be subject to the following conditions:
 - (i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Engineer.
 - (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk & cost of contractor(s), if arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer unsatisfactory.
 - (iii) In all such cases, alternate Water Arrangements can also be done by contractor by installation of borewell into CWC Land if it is permitted as per local bye-laws. The contractor shall be allowed to construct temporary wells in Corporation land for taking water only for construction purposes when he has got permission of the respective local authority and of Engineer in writing.

No charges shall be recovered from the contractor towards providing of land for installation of borewell, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

7. Arrangements for Electric Connection, Lighting & Other Purpose

- i. CWC shall allow tapping of electric power, if available in CWC Complexes, on actual electric energy consumption basis by putting separate electric energy meter at tapping source with due permission of Corporation and payment of such electricity consumption shall be done by Contractor.
- ii. Contractor will have to make his own arrangements for supply of power from tapping source to site of work through cables, MCBs, Electric Bulbs, Fans etc. All cables shall be laid neatly dressed though proper supports on walls/underground etc. NO overhanging wires/cable shall run across the roads, buildings.
- iii. If for reasons of urgency to expedite or complete the work within time, work has to be executed at night, contractor shall make his own arrangement for additional illumination if required at the site. Nothing extra will be paid for doing works at night.
- iv. Any power backup required during failure of regular power, will be arranged by Contractor at his own cost for completing the services/works and no compensation shall be paid by CWC on his account.

8. Employment of Technical Staff and Employees

Contractor's Superintendence, Supervision, Technical Staff & Employees:

- i. The contractor shall provide all necessary superintendence during execution of the work and all along thereafter, as may be necessary for proper fulfilling of the obligations under the contract.
- ii. The contractor shall immediately after receiving letter of award of the tender and before commencement of the work, intimate in writing to the Corporation, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising and measuring the work.
- iii. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in **Schedule I: Appendix-7**. Even if the contractor {or partner(s) /Director in case of firm/company} is himself / herself an Engineer, it is necessary on the part of the contractor to employ principal technical representative / technical representative(s) as per stipulation in **Schedule I: Appendix-7**

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- iv. The Corporation shall, within 3 days of receipt of such communication, intimate in writing his approval or otherwise of such a representative(s) to the contractor. If due to any reason, such approval is not received in writing, Contractor shall continue to deploy the technical representative(s) considering they are meeting the criteria stipulated in **Schedule I: Appendix-7**
- v. Any such approval may at any time be withdrawn or if at any stage, it is found by Corporation that technical representative(s) do not meet criteria stipulated in **Schedule I: Appendix-7** or they are not technically competent then in all such cases, the contractor shall appoint another such representative(s) according to the provisions of this Clause.
- vi. Decision of Corporation shall be final and binding on the contractor in case of any conflict/dispute in this respect.
- vii. Such technical representative(s) deployed by contractor shall be available at site before start of work and shall remain available, supervise all time, control during execution of work and will remain available when any activity as per work order placed is in progress at CWC Complexes. Principal technical representative will periodically inspect the works, inform Corporation on progress and will remain available for taking instructions or verifications as and when required by Officer in charge or his representative and /or Corporation.
- viii. All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor.
- ix. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during estimation (pre award stage) / recording/checking/test checking of measurements of works (post award stage) and whenever so required by the Corporation and shall also note down instructions conveyed by the Officer-in- Charge or his designated representative(s)/ Corporation in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements / checked measurements / test checked measurements.
- x. These representative(s) shall not look after any other work, not in scope of contractor. Substitutes of these representative, duly approved by Corporation for work in similar manner as aforesaid, shall be provided in event of absence of any of the representative(s) by more than two days.
- xi. If the Corporation , whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this Clause, a recovery (non- refundable) shall be effected from the contractor, as specified in **Schedule I: Appendix-7** and the decision of the Corporation / Officer-in-Charge, as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor.
- xii. Further, if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days, during the requirement at CWC Complexes, without duly approved substitute or do not discharge their responsibilities satisfactorily, the Officer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 of CPWD GCC or CPF deduction issued to the Engineers employed by him) along with every on-account bill / final bill and shall produce evidence if at any time so required by the Corporation.
- xiii. The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff, as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled and unskilled labor as is necessary for proper and timely execution of the work/delivery of services. The Officer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself or his representative, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Officer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Corporation and the persons so removed shall be replaced as soon as possible by competent substitutes.

Important conditions

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 Engineer and Contractor along with his team of Engineers (principal technical representative) to particularly assess the requirement of all maintenance works & services which are required to be carried out in CWC Complexes (from table 1,2 & 3 of **Schedule II: Scope of Work**).
- (ii) The Contractor, within 10 days of initial inspection, shall submit to the Corporation the detailed estimates of quantities mentioning the type of the works / services required to be carried out in the CWC Complexes.
- (iii) Initial Inspection and Measurement of quantities for preparation of estimates shall be done by CWC's Engineer and Contractor's Engineer Jointly.

B) Execution of works/delivery of Services:

- (i) The contractor will engage the experienced technical representatives of concerned discipline in the CWC Complexes, who should have full knowledge of work and are capable of getting executed the work and removing defects, as pointed out by the Officer-in-charge. Deployment of the technical representatives and recovery, in case the contractor fails to do so, shall be in accordance with the **Appendix-7 to Schedule I: General Conditions of Contract**.
- (ii) The contractor will carry out the works and will deliver the services as per the scope of work, the specifications and requirements stipulated in the work order.
- (iii) The contractor shall take levels and record them in prescribed Level Book before commencement of work. Levels taken shall be got verified from Engineer or his representative.
- (iv) Contractor shall keep Corporation 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 Officer in charge as per the terms & conditions mentioned in the Contract/Work Order and Indian code of practices, specifications of CPWD etc.
- (v) All works ordered at a time shall be 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 will not be accepted due to non-availability of manpower/material/T&P etc.
- (vi) The Officer in charge will certify the measurement of the all works completed / and services delivered for the work order placed by him for the works/services.
- (vii) The decision of Officer in charge shall be final towards the measurement of actual work completed and It shall be binding on the contractor.

GENERAL MAINTENANCE MANUAL & MAINTENANCE SERVICE QUALITY REQUIREMENTS

1. Service Requirements

- 1.1. The Contractor shall adhere to Good Industry Practices for maintaining Services quality.
- 1.2. The Contractor shall deploy the multiskilled staff – (skilled Labours) along with unskilled workers to ensure maintenance services under its scope of work in the CWC Complexes as per Good Industry Practises.
- 1.3. General maintenance works & services shall be carried out at their prescribed frequency as instructed by Engineer-in-charge/OEM’s Manual. The payment towards satisfactory delivery of these services, shall be done as per contracted price schedule considering contractor percentage quoted in Price schedule. Nothing extra shall be payable to contractor for performing these activities & providing services except such monthly payment based on frequency, area, and satisfactorily delivery of services upon certification of Engineer-in-charge.

Rates of such jobs is mentioned in contracted Price Schedule.

2. General Maintenance & Service Requirements

- 2.1. The Contractor shall, at all times, maintain the CWC Complexes in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits.
- 2.2. The Maintenance activities, put forth in Table 3 shall invariably carry out by deploying adequate skilled workmen with required tools, plants, and consumables on requirement basis as and when Corporation through Officer in charge ask to carry out the activities upon breakdown in services. Officer in charge will send the requirement to Contractor via email and/or, SMS on registered mobile number of contractors.
3. The payment towards these specific maintenance works shall be done after satisfactory restoration of service based on the contracted rates for General Civil & Electrical works.

• LIQUIDATED DAMAGES ON NON-PERFORMANCE OF WORKS UNDER DAY-TO-DAY MAINTENANCE & OPERATION WORK

Sr. No.	Performance Parameter	Timelines	Liquidated Damages
1.	Delay in attending to work under items of Sub-Schedule-I after intimation from Engineer-in-charge	Within 02 hour of intimation/ availability of spares by CWC (where applicable)	No LD
		After 02-hour up to 24 hours of intimation/ availability of spares by CWC (where applicable)	Rs. 100 per hour of delay after 02 hours of intimation
		After 24 hours upto 48 hours/ availability of spares by CWC (where applicable)	Rs. 200 per hour of delay after 24 hours of intimation
		After 48 hours of intimation/ availability of spares by CWC (where applicable)	Rs. 200 per hour of delay after 24 hours of intimation, AND, Work may be taken up by CWC at the risk and cost of the contractor. The amount shall be recovered from the bill/PG/SD of contractor.
2.	Not Providing required quantity of manpower with required skills as per direction of Engineer-in-charge as per Item No. 03 of sub-schedule I	Within 24 hours of intimation	No LD
		After 24 hours	Rs. 500/- per manpower required per day of delay
3.	Not providing minimum	At decided shift timing	Twice the prevailing minimum

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	manpower as per schedule-II for item No. 1 & 2 of sub-schedule -I		wage rate (as per Central Labor Commissioner's directive) of the manpower absent
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• **LIQUIDATED DAMAGES ON NON-PERFORMANCE OF AMC OF TRANSFORMER/ HT PANEL/ ACBs/ DG SET**

Sr. No.	Performance Parameter	Timelines	Liquidated damages (LD)
1.	Non-performance of preventive maintenance	On time as per schedule of agreement	No LD
		Delay from schedule	Rs. 500/- per day of delay
2.	Non-performance of Annual Servicing	On time as per schedule of agreement	No LD
		Delay from schedule	Rs. 500/- per day of delay
3.	Use of sub-standard/ non-approved make material during maintenance	No such instance shall occur	No LD
		On occurrence of default	Rs. 5000/- and the material shall be replaced with standard material of approved make without any financial implication to CWC.
4.	Delay in attending to breakdowns	Within 4 hours of intimation	No LD
		After 4 hours and within 24 hours of intimation	Rs. 500/- per day of delay
		After 24 hours of delay	Rs. 1000/- per day of delay

Notes:

1. Daily means each day of the year, irrespective of official working or non-working day.
2. The Contractor shall at all times maintain an adequate inventory of spares and consumables to deliver these General Maintenance & Services as per requirements but not less than the quantity /item as mentioned in **Appendix-7 to Schedule I: General Conditions of Contract**.
3. Notwithstanding anything to the contrary specified in this Schedule, if the nature and extent of any defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Contractor shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Officer in charge based on the necessity, urgency and magnitude of the repair and conveyed to the Contractor. His decision shall be final and binding on contractor. In case of such extension, LD shall not be levied
4. **Emergency repairs/restoration:** Notwithstanding anything to the contrary contained in this Schedule, if any defect, deficiency, or repair requirement is such that it poses a hazard to safety or risk of damage to property, the Contractor shall promptly take all reasonable measures for eliminating or minimising such danger.
5. Contractor will submit its inspection report to Corporation and He will also keep Corporation informed on all such periodic inspection /progress of works.

Volume-III – Schedule-II: Scope of Work & Appendix- I, II

6. Non performing of the activities, denial to undertake any of these upon requirement of Corporation or Its officer in charge and non-delivery of satisfactory services or failure in timely completion will attract LD as mentioned above. The Amount of LD to be levied shall be decided by Authority as mentioned in Appendix 7 of Schedule-I and it shall be recovered from any dues payable to contractor under any contract with CWC.
7. CWC Complexes refer to the following premises –
 - a. Corporate Office located at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi.
 - b. Guest House/Transit House located at A5 NDSE, South Extension Part-II, New Delhi
 - c. Resident Office located at A-311 Asian Games Village Complex, New Delhi
 - d. Any other premises owned by Central Warehousing Corporation in Delhi.

Volume-IV: Schedule-III (PRICE/ COMPENSATION SCHEDULE)

General Instructions:

1. Schedule A consists of following sub schedule

- (I) Daily maintenance works
- (II) Annual Maintenance works
- (III) Works based on DSR (Civil) – 2022 & Market Rates

2. Tenderers are required to quote their rate in %age **above/below/at par** for items in each sub schedule.
3. **Summary sheet of the rate quoted against each sub schedule is enclosed at the end.**
4. Where rate/percentage rate is asked for, tenderer should quote in **figures**. In E- Tender, values in words are not acceptable. Tenderer should note that noncompliance of above, may lead to rejection of their tender.
5. **Items and quantities given in the Bill of Quantities are approximate and are just to give an idea of work involved. CWC reserves the right to delete/operate any other items scheduled in the DSR or non-schedule item (market rates item) without any limit of variation to complete the work. The payment of DSR items/MR items shall be made at the accepted percentage above/below/at par of DSR /MR and in terms of relevant clause of SCC/GCC.**
6. Tenderers are required to quote **their rate in percentage only in the excel sheet designed for quoting rates in the uploaded tender on the tender website.**
7. **Tenderer is required to dump/stack all excavated material as per the instruction of Engineer/PMC at site, for use in the work. Contractor is not supposed to take any excavated material out of site without permission of CWC.**

Volume-IV: Schedule-III (PRICE/ COMPENSATION SCHEDULE)

CENTRAL WAREHOUSING CORPORATION
(A Govt. of India Undertaking)

SCHEDULE OF QUANTITY (SCHEDULE-I)

Name of Work: - Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi.

SL. No	Description of item of works	Qty.	Unit	Rate (INR)	Amount
	SH. Schedule-I (Daily Maintenance Works)				
1.	<p>Day-to-day operation & preventive maintenance services of Electrical & Mechanical installations at workplace as defined in scope of work including any or all from the set of services like technical inspection for fitness and operations of electrical installations, replacement of electrical fittings (luminaires, switches, wiring, fans etc.) as per periodicity defined in scope of work, operation of DG sets and LT Breakers, checking and recording earth resistance and other periodical maintenance activities, lift machines operations as described in detailed scope of work and as per statutory requirements as per direction of Engineer-in-charge.</p> <p>The payment shall be done on monthly basis. (Any tools and plants such as screw driver, multi-meter, tester, tool kit, etc. shall be arranged by the contractor at his own cost and no such tools and plants required for carrying out operations of repair and maintenance of electrical installations works shall be provided by CWC. It will be the responsibility of the contractor to provide his manpower with PPE kits, gloves, shoes, umbrella, torch etc. as required by the manpower for smooth functioning)</p>	12	Month	2,71,632.00	32,59,584.00
2.	<p>Repair and maintenance of plumbing, joineries, and other civil infrastructure at workplace as defined in scope of work including any or all from the set of services like replacement / installation of plumbing, ceramic, sanitary fittings, and operations of RO Plant, minor masonry and carpentry works like cutting, framing, joining, of wooden boards, veneers, laminates, door shutters and frames and other works of lock, EL drop, handles, hinges, door stoppers, door closers, beading, lipping etc. in door windows and cabinets etc. including other ancillary works as mentioned under detailed scope of work and as per the instructions of Engineer-in-charge.</p> <p>The scope of work for plumber will also include cleaning of underground tank/overhead tank at workplace at frequency defined in scope of work. The payment shall be done on monthly basis. (Any tools and plants such as drilling machine, cutter machine, wrench, etc shall be arranged by the contractor at his own cost and no such tools and plants required for carrying out operations of repair and maintenance of</p>	12	Month	1,07,879.00	12,94,548.00

Volume-IV: Schedule-III (PRICE/ COMPENSATION SCHEDULE)

	plumbing/carpentry works shall be provided by CWC)				
3.	Carrying out special maintenance and repair works of civil/electrical/mechanical installations on ground of urgency/requirement at workplace defined in scope of work and as per direction of engineer in charge. The special works includes repair and maintenance services of masonry works, concrete works, steel binding and welding works, shuttering works, tile/stone cutting and laying works/aluminum door/ window partition works, glass cutting and installation works, repair/ cleaning of vertical blinds, roof and cladding sheet fixing, gutter/sewage chamber/drain/Rain water harvesting system/down-take spout pipe cleaning/unclogging and any other works directed by engineer in charge				
3.1	for services of masons/carpenter/ plumber/ welder/ painter/ fitter/ electricians/ technicians/ mechanic or any other similar skilled . The payment shall be done on satisfactorily completion of each Job .	52	Job	1289.00	67,028.00
3.2	for services of mate/ sewer man/helper/beldar/coolie or any other unskilled. The payment shall be done on satisfactorily completion of each Job .	52	Job	1058.00	55,016.00
Total Cost (Schedule-I, Daily Maintenance works)					46,76,176.00

(Rupees Forty-Six Lakh Seventy-Six Thousand One Hundred Seventy-Six Only)

Volume-IV: Schedule-III (PRICE/ COMPENSATION SCHEDULE)

CENTRAL WAREHOUSING CORPORATION
(A Govt. of India Undertaking)

SCHEDULE OF QUANTITY (SCHEDULE-I)

Name of Work: - Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi.

SL. No	Description of item of works	Qty.	Unit	Rate (INR)	Amount
	SH. Schedule-II (Annual Maintenance Works)				
1.	Providing specialized Non-Comprehensive Annual Servicing of ACB, 1600A/1250A rating, 1.1KV by checking, replacement of defective parts / components as per the conditions attached including servicing, cleaning, testing, periodical checking and attending call back servicing as and when required, through authorized service center of OEM (Make - Schneider/L&T.), along with required spares and consumables (Make -Schneider/L&T), as mentioned in the scope of work. The servicing shall include cost of consumables as required at the time of servicing. The payment shall be done on satisfactorily completion of each service .	05	Annum	11,455.00	57,275.00
2.	Providing specialized Non-Comprehensive Annual Servicing of HT Breaker panel with VCB, 800A, 11 KV, including calibration etc. through authorized service center, (Make: ABB & ASIATIC) along with required material i.e. panel components, any spare part etc. as mentioned in the scope of work. The servicing shall include cost of consumables required at the time of servicing. The payment shall be done on satisfactorily completion of each service .	01	Annum	24,359.00	24,359.00
3.	Providing specialized Non-Comprehensive Annual Servicing of 1000 KVA, 11/0.433 KV Dry Type Transformer with RTCC panel including testing and tap changing. (Make-VOLTAMP) along with required material, any spare part etc. as mentioned in the scope of work. The servicing shall include cost of consumables as required at the time of servicing. The payment shall be done on satisfactorily completion of each service .	01	Annum	1,15,210.00	1,15,210.00
4.	Comprehensive Annual Maintenance Service for 250 KVA DG Set including breakdown repair, monthly preventive maintenance and comprehensive servicing of DG set, as required. Includes cost of labor, consumables and spares as required. The payment shall be done on satisfactorily completion of each service .	02	Annum	1,04,865.00	2,09,730.00
Total Cost (Schedule-I, Annual Maintenance works)					4,06,574.00

(Rupees Four Lakh Six Thousand Five Hundred Seventy-Four Only)

Volume-IV: Schedule-III (PRICE/ COMPENSATION SCHEDULE)

CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

SCHEDULE OF QUANTITY (SCHEDULE-I)

Name of Work: - Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi.

SL. No	Description of item of works	Qty.	Unit	Rate (INR)	Amount	Ref.
	SH. Schedule-III (Works based on DSR (Civil) – 2022 & Market Rates)					
1	By Mechanical Transport including loading, unloading and stacking					1.1
1.1	Disposal of moorum/building rubbish/ malba/ similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge.	104.00	cum	411.30	42,775.20	1.1.18
2	Mirror polishing on marble work/Granite work/stone work where ever required to give high gloss finish complete.	75.00	sqm	417.60	31,320.00	8.6
3	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.					10.16
3.1	Hot finished welded type tubes	383.40	kg	155.40	59,580.36	10.16.1
4	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.					10.25
4.1	In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works	337.05	kg	142.30	47,962.22	10.25.2
5	12 mm cement plaster of mix :					13.1
5.1	1:6 (1 cement: 6 fine sand)	300.00	sqm	282.00	84,600.00	13.1.2
6	Rough cast plaster upto 10 m height above ground level with a mixture of sand and gravel or crushed stone from 6 mm to 10 mm nominal size, dashed over and including the fresh piaster in two layers, under layer 12 mm cement plaster 1:4 (1 cement : 4 coarse sand) and top layer 10 mm cement plaster 1:3 (1 cement : 3 fine sand) mixed with 10% finely grounded hydrated lime by volume of cement.					13.19
6.1	Ordinary cement finish using ordinary cement	60.00	sqm	752.45	45,147.00	13.19.1
7	Distemping with 1st quality acrylic distemper (ready mixed) having VOC content less than 50 gram/litre, of approved manufacturer, of required shade and colour all complete:					13.41
7.1	New work (two or more coats) over and including water thinnable priming coat with cement primer having VOC content less than 50 gram/litre	600.00	sqm	154.60	92,760.00	13.41.1
8	Finishing walls with water proofing cement paint of required shade :					13.44

Volume-IV: Schedule-III (PRICE/ COMPENSATION SCHEDULE)

8.1	New work (Two or more coats applied @ 3.84 kg/10 sqm)	600.00	sqm	97.65	58,590.00	13.44.1
9	Finishing walls with Acrylic Smooth exterior paint of required shade .					13.46
9.1	New work (Two or more coat applied @ 1.67 ILO 0 sqm over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm	600.00	sqm	147.45	88,470.00	13.46.1
10	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade:					13.47
10.1	New work (Two or more coats applied @ 1.43 Itr/10 sqm over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm)	800.00	sqm	142.95	1,14,360.00	13.47.1
11	Applying priming coat					13.5
11.1	With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel work (second coat)	100.00	sqm	29.75	2,975.00	13.50.4
12	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :					13.61
12.1	Two or more coats on new work	600.00	sqm	131.45	78,870.00	13.61.1
13	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	800.00	sqm	123.85	99,080.00	13.8
14	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	800.00	sqm	16.35	13,080.00	13.88
15	Painting (one or more coats) on rain water, soil waste and vent pipes and fittings with synthetic enamel paint of approved brand and manufacture and required colour on old work :					13.96
15.1	75 mm diameter pipes	200.00	metre	23.50	4,700.00	13.96.1
15.2	100 mm diameter pipes	200.00	metre	30.20	6,040.00	13.96.2
15.3	150 mm diameter pipes	200.00	metre	43.45	8,690.00	13.96.3
16	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :					13.99
16.1	One or more coats on old work	600.00	sqm	86.55	51,930.00	13.99.1
17	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade					13.112
17.1	Old work (Two or more coats applied @ 1.43 Ur/ 10 sqm) over existing cement paint surface	600.00	sqm	106.55	63,930.00	13.112.1
18	Melamine polishing on wood work (one or more coat).	300.00	sqm	118.35	35,505.00	13.114
19	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge.					14.1
19.1	With cement mortar 1:4 (1 cement : 4 fine sand)	160.00	sqm	462.30	73,968.00	14.1.1
20	Renewing glass panes, with putty and nails wherever necessary including racking out the old					14.5

Volume-IV: Schedule-III (PRICE/ COMPENSATION SCHEDULE)

	putty:					
20.1	Float glass panes of nominal thickness 4 mm (weight not less than 10kg/sqm)	80.00	sqm	941.95	75,356.00	14.5.1
21	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.					15.7
21.1	In cement mortar	30.00	cum	1,698.45	50,953.50	15.7.4
22	Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50 metres lead.	300.00	kg	4.65	1,395.00	15.18
23	Taking out existing CC interlocking paver blocks from footpath/ central verge, including removal of rubbish etc., disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50 metre lead as per direction of Engineer-in-Charge.	96.45	sqm	108.65	10,479.29	16.83
24	Laying old cement concrete interlocking paver blocks of any design/shape laid in required line, level, curvature, colour and pattern over and including 50 mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge. (Old CC paver blocks shall be supplied by the department free of cost)	96.45	sqm	362.30	34,943.84	16.84
25	Supply, installation, testing and commissioning of decorative string lights at workplace defined in scope of work on rental basis of required color and length of 20-25 meters inclusive of all required cables for connections as required. Payment shall be done for each string supplied ,installed for each day basis.	720.00	Per string per day	118.00	84,960.00	MR
26	Supply, installation, testing and commissioning of decorative string lights at workplace defined in scope of work on rental basis of required color and length of 15 meters inclusive of all required cables for connections as required. Payment shall be done for each string supplied ,installed for each day basis.	300.00	Per string per day	59.00	17,700.00	MR
Total Cost (Schedule-I, Annual Maintenance works)					13,80,120.00	

(Rupees Thirteen Lakh Eighty Thousand One Hundred Twenty Only)

Volume-IV: Schedule-III (PRICE/ COMPENSATION SCHEDULE)

Schedule A	
Name of Work:	Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi.
NIT Number	E NIT_CWC/CO/Engg./2023-24/15
Sub Schedule (I)	Daily Maintenance Works items

S/ N	Description of Work	Amount as per SOR (Rs.)	% Quote by Bidder (In Fig)		Amount Quoted (Rs.)	
			Above/ Below/ At Par	% Fig	In Figures	In words
1	Sub Schedule -I: All Items of Daily Maintenance Works	46,76,176.00				
	Total of sub-Schedule (I)	46,76,176.00				

Note: CWC estimated amount of this sub schedule, after considering applicable GST @ 18% & Labour Cess, cost index, etc. complete is Rs. 46,76,176.00

Important Note:

(TENDERER SHALL NOT QUOTE THE RATE ANY WHERE IN TECHNICAL BID. THE RATES SHALL BE QUOTED IN THE PRICE BID XL SHEET DESIGNED FOR QUOTING RATES IN THE UPLOADED TENDER ON THE TENDER WEBSITE. THE RATES IF ANY MENTION IN TECHNICAL BID SHALL NOT BE CONSIDERED FOR PRICE EVALAUTION AND WILL BE NULL AND VOID TO THIS EFFECT.)

Volume-IV: Schedule-III (PRICE/ COMPENSATION SCHEDULE)

Schedule A	
Name of Work:	Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi.
NIT Number	E NIT_CWC/CO/Engg./2023-24/15
Sub Schedule (II)	Annual Maintenance Works items

S/ N	Description of Work	Amount as per SOR (Rs.)	% Quote by Bidder (In Fig)		Amount Quoted (Rs.)	
			Above/ Below/ At Par	% Fig	In Figures	In words
1	Sub Schedule -II: All Items of Annual Maintenance Works	4,06,574.00				
	Total of sub-Schedule (II)	4,06,574.00				

Note: CWC estimated amount of this sub schedule, after considering applicable GST @ 18% & Labour Cess, cost index, etc. complete is Rs. 4,06,574.00

Important Note:

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Volume-IV: Schedule-III (PRICE/ COMPENSATION SCHEDULE)

Schedule A	
Name of Work:	Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi.
NIT Number	E NIT_CWC/CO/Engg./2023-24/15
Sub Schedule (III)	Works based on DSR (Civil) – 2022 & Market Rates

S/ N	Description of Work	Amount as per SOR (Rs.)	% Quote by Bidder (In Fig)		Amount Quoted (Rs.)	
			Above/ Below/ At Par	% Fig	In Figures	In words
1	Sub Schedule -III: All Items of Works based on DSR (Civil) – 2022 & Market Rates	13,80,120.00				
	Total of sub-Schedule (III)	13,80,120.00				

Note: CWC estimated amount of this sub schedule, after considering applicable GST @ 18% & Labour Cess, cost index, etc. complete is Rs. 14,62,927.00

Important Note:

(TENDERER SHALL NOT QUOTE THE RATE ANY WHERE IN TECHNICAL BID. THE RATES SHALL BE QUOTED IN THE PRICE BID XL SHEET DESIGNED FOR QUOTING RATES IN THE UPLOADED TENDERON THE TENDER WEBSITE. THE RATES IF ANY MENTION IN TECHNICAL BID SHALL NOT BE CONSIDERED FOR PRICE EVALAUTION AND WILL BE NULL AND VOID TO THIS EFFECT.)

**CENTRAL WAREHOUSING CORPORATION
(A Govt. of India Undertaking)**

SUMMARY SHEET

**Name of Tenderer
(address)**

Name of Work: - Annual Maintenance Contract (AMC) for Operation and Maintenance of Electrical Installations, plumbing and carpentry works for CWC Buildings at Delhi.

NIT Number: E NIT_CWC/CO/Engg./2023-24/15

Description of Sub schedule	Items of works	Quoted Amount (Rs.)
Total of Sub schedule (I)	All Items of Daily Maintenance Works	
Total of Sub schedule (II)	All Items of Annual Maintenance Works	
Total of Sub schedule (III)	All Items of Works based on DSR (Civil) – 2022 & Market Rates	
Total of all Sub Schedules (I+II+III)		

(Tenderer)

Important Note:

(TENDERER SHALL NOT QUOTE THE RATE ANY WHERE IN TECHNICAL BID. THE RATES SHALL BE QUOTED IN THE PRICE BID XL SHEET DESIGNED FOR QUOTING RATES IN THE UPLOADED TENDER ON THE TENDER WEBSITE. THE RATES IF ANY MENTION IN TECHNICAL BID SHALL NOT BE CONSIDERED FOR PRICE EVALUATION AND WILL BE NULL AND VOID TO THIS EFFECT.