



# केंद्रीय भंडारण निगम

(भारत सरकार का एक उपक्रम)

## **CENTRAL WAREHOUSING CORPORATION**

(A Govt. of India Undertaking)

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

**Tender Reference Number:(E NIT\_CWC/CO/Engg./23-24/16)**

**For Procurement of Works:**

**Name of Work: Construction of PEB Godown of 15608 sqft & 5810 sqft mezzanine Capacity with internal roads, drains, electrification works, etc. for CWC at CW, Port Blair**

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**CENTRAL WAREHOUSING CORPORATION**

(A Govt. of India Undertaking)

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

Engineering Division:PH-011-49857894, E-mail; [engg.cwhc@cewacor.nic.in](mailto:engg.cwhc@cewacor.nic.in)

**(E NIT\_CWC/CO/Engg./23-24/16)**

**E-TENDER NOTICE**

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

SL	Name of Work	Estimated Cost (Rs. Lakh)	Last date of on-line submission
1.	Construction of PEB Godown of 15608 sqft & 5810 sqft mezzanine Capacity with internal roads, drains, electrification works, etc. for CWC at CW, Port Blair	Rs 825.34 Lakhs	01.04.2024 upto 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](http://www.cewacor.nic.in) or e-tender website [www.cwceprocure.com](http://www.cwceprocure.com) or CPP Portal <http://eprocure.gov.in/> [epublish/app](http://epublish/app).

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

## (E NIT\_CWC/CO/Engg./23-24/16)

(E-tendering Mode)

The Central Warehousing Corporation, through the Chief Engineer of the Central Warehousing Corporation, (CWC), at Corporate Office, New Delhi (hereinafter referred to as the Procuring Entity, 'Engineer In charge', respectively), invites online e tenders (hereinafter referred as the 'bid(s)') for entering into a contract for **Construction of PEB Godown of 15608 sqft & 5810 sqft mezzanine Capacity with internal roads, drains, electrification works, etc. for CWC at CW, Port Blair** (hereinafter referred to as 'the Works'). This Request for Proposal for procurement having reference number, Tend No. E NIT\_CWC/CO/Engg./23-24/16 (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](http://www.cewacor.nic.in) or e-tender website [www.cwceprocure.com](http://www.cwceprocure.com) or CPP Portal <http://eprocure.gov.in/epublish/app>. 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](http://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 fulfil the 'Eligibility' and 'Qualification criteria.** Bidder should meet the following eligibility criteria's 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 fulfilment 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).
- (c) a contractor having technical experience and Financial Soundness to the extent minimum required for eligibility of this tender 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.

### 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 ie [www.cwceprocure.com](http://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](http://www.cwceprocure.com) along with e-tender documents.
- 4) **Cost of tender** 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](http://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 of 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 and IV.*

Digitally Signed by

*Chief Engineer*

### **Enclosers:**

Appendix: Tender Information Summary (TIS)  
Instructions to Bidder (ITB)  
Volume II , Volume III and Volume IV



## Appendix to NIT: Tender Information Summary

Tender Information Summary (TIS)			
<b>1.0 Basic Tender Details</b>			
Name of Work	Construction of PEB Godown of 15608 sqft & 5810 sqft mezzanine Capacity with internal roads, drains, electrification works, etc. for CWC at CW, Port Blair		
Tender Reference Number	Tender NoE NIT_CWC/CO/Engg./23-24/16		
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)	<i>Chief Engineer</i>		
Address	<i>4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016, Ph. No. &amp; Fax No. (011) 49857894 Email Id: engg.cwhc@cewacor.nic.in</i>		
Appointing Authority for Arbitration	Managing Director (CWC)		
<b>2.0 Requirement Details</b>			
Contract Period:	[Ten Months (including monsoon)]	Major Mile stones / Stages	<i>As per Schedule F</i>
Completion Period	Ten Months (including monsoon)]	Consequence of delay	As per GCC CLAUSE 2, 3 & 14
Price Schedule	Schedule-I: Civil DSR- 2021		
	Schedule II :(Civil MR)		
	Schedule-III: Electrical DSR, 2022		
	Schedule IV: Electrical MR		
	Schedule V: Firefighting works		
Indicative HSN Code/ GST No.:	<b>995419 / 35AAACCI206D1ZJ</b>		
State / Work place of construction:	<i>Old Pahar Gaon, Port Blair.</i>		

Address: Work Place /Site	<i>Old Pahar Gaon, DBRAIT Campus, Dollygunj, Port Blair, Andaman and Nicobar Islands 744103</i>
Nearby Major Railway Stations.	<i>Chennai Central</i>
Nearest City/District	<i>Vishakhapatnam</i>
Nearest Airport	<i>Veer Savarkar International Airport, Port Blair</i>

### 3.0 Critical Dates

Published Date	<i>08.03.2024</i>	Bid Validity (Days from the date of Tender Opening) –	<i>90 days</i>
Document Download Start Date & Time	<i>08.03.2024 15:00 Hrs.</i>	Document Download End Date & Time	<i>31.03.2024 up to 15:00 Hrs</i>
Clarification Start Date & Time	<i>09.03.2024 at 00:00 Hrs</i>	Clarification End Date & Time	<i>16.03.2024 up to 24:00 Hrs</i>
bid Submission Start Date & Time	<i>08.03.2024 at 15:00 Hrs.</i>	bid Submission Closing Date & Time	<i>01.04.2024 up to 15:00 Hrs</i>
Tender Opening (techno-commercial bid) Date & Time	<i>01.04.2024 at 15:30 hrs.</i>	Tender Opening (Financial bid) Date & Time	<i>Shall be intimated later vide E procurement portal only to Qualified Bidders.</i>

### 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	Annexure-A
Technical Experience in Similar Nature of work completed within time or without (LD)	Annexure-A
Other declaration and Power of attorney (as applicable)	Mandatory - Annexure-IV

### 5.0 Thresholds for Eligibility to Participate and Preference under Make in India Policy

Is the requirement divisible for purchase preference	<i>[No]</i>
Would the contract be split among more than one bidder	<i>[No]</i>

### 6.0 Obtaining the Tender Document and clarifications

E Procurement Portal from where tender to be purchased, submitted and where tender shall be opened.	<a href="http://www.cwceprocure.com">www.cwceprocure.com</a>
Other web sites from where tender can be downloaded for references/ study etc.	<a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a>
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-line nos.: 011-49424365

Cost of Tender Document (INR)	Rs. 1770/-		
Office/ Contact Person/ email for clarifications	1.Sh.Sachin Gupta, Manager(A/Cs),Tender Cell , Mobile No. 7202881245, email: <a href="mailto:tendercell.co@cewacor.nic.in">tendercell.co@cewacor.nic.in</a> .  2. Sh. K Rabin K. Dora, <a href="tel:011-49857894">Tel-011-49857894</a> / 9990053723		
<b>7.0 Pre-bid Conference</b>			
Place, time, and date of the Pre-bid Conference	[No]		
<b>8.0 Preparation and Submission and Opening of Bids</b>			
Bids to be Addressed to	Central Warehousing Corporation , Through Chief Engineer, CWC		
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.]		
<b>9.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded</b>			
Physical documents required/ permitted to be submitted	Not allowed and will not be entertained		
<b>10.0 Bid Security and Performance Security</b>			
EMD	16.51 Lakhs	<ul style="list-style-type: none"> <li>to be paid in favour of Central Warehousing Corporation, New Delhi only through e-payment gateway of e-procurement &amp; receipt of same should be scanned and uploaded on the e-tendering website <a href="http://www.cwceprocure.com">www.cwceprocure.com</a> along with e-tender documents.</li> <li>No Exemption from EMD to bidders from MSME/ Start-ups etc.</li> </ul>	
Performance Security	Amount and time line as per Schedule F		
<b>Additional Clauses</b>	As per Schedule F enclosed with Instructions to Bidder (ITB)		
Integrity Pact to be Signed and Submitted along with bid	[Yes]	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) & Tender Drawings 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 X to be filled by bidder & Operative Schedule – Annexure-XI

##### Volume II-

- 6) Section IV: Special Conditions of Contract (SCC)
- 7) Section V: General Conditions of Contract (GCC)
- 8) Section VI: Model rules for the protection of health and sanitary arrangements for workers
- 9) Section VII Contractor's Labour Regulations

Volume III-

- 10) Section VIII Technical conditions and specifications
- 11) Section IX: Work Registers and testing proformas
- 12) Section X: Field quality plan (list & proforma of mandatory tests)

Volume IV-

- 13) Section XI: Price Schedules-Sub-Schedules
- 14) Section XII: Tender Drawings etc.

**1.4.2 Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)**

Section I – Notice Inviting Tender (NIT) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Bidder to decide on participating in the Tender. Any generic reference to NIT shall also imply a reference to TIS as well.

**1.4.3 Section II: Instructions to Bidders (ITB) and Section III: Qualification norms for tender.**

Section II: “Instructions to Bidders” - ITB and Section III: “Qualification norms for tender” provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of Bids, and contract award and qualification norms of Tender. Any generic reference to ITB shall also imply a reference to NIT as well.

**1.4.4 Section V: General Conditions of Contract (GCC), Section IV: Special Conditions of Contract (SCC), and Section VIII: Technical Conditions of Contract (TCC)**

Section V – General Conditions of Contract (GCC) and Section IV – Special Conditions of Contract (SCC) in volume II describe the conditions that shall govern the resulting contract. In case of a conflict, provisions of SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in NIT/ITB.

Section VIII- Technical Conditions of Contract in volume III describe the technical procedures, specifications and measures to be followed for the works under the resulting Contract. In case of a conflict, provisions of TCC shall prevail over those in the SCC/GCC. Any generic reference to GCC shall also imply a reference to TCC as well.

**1.4.5 Section VI, Section VII, Section IX, Section X:**

These sections describe various Model rules, regulations towards health, safety, Labor laws, Site Registers, Testing procedure, Field quality plans etc to be followed at Construction Site during the Contract period.

#### **1.4.6 Section XI: Price Schedule and sub schedules:**

This section (in separate volume IV) describes the item of works to be executed for completing the work as per scope, its technical description, the tentative quantities and rates.

Bidder is required to quote their rates in various sub schedules of Price schedule -A for all item of works contained therein.

#### **1.4.7 Section XII: Tender drawings.**

The tender drawings for relevant information towards work site, Layout, construction, as available with procuring entity are uploaded in this section. Drawings good for construction shall be released separately at the time of execution of work if specifically mentioned in this section.

### **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, New Delhi through the officer designated and mentioned in 'Schedule F'.

The officer designated and mentioned in 'Schedule F' 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 Engineer in charge and shall discharge designated function during contract execution through his authorized representative and Team.

Executive Engineer/ Superintending Engineer/ Regional Manager/Chief Engineer/ Director / Managing Director shall be the tender accepting authority based on financials ie Estimated cost of work.

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

- 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.
  - 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) Bidder shall submit a Power of Attorney\* 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.}
- 8) Declaration of near relative: Bidder shall submit a declaration about their near relative in compliance of clause 36 of General condition of contract as per ANNEXURE-VI
- 9) A Bar Chart / PERT Network indicating various milestones and date of completion vis-a-vis deployment of resources to be enclosed with the tender. This Bar Chart shall form part of contract agreement
- 10) Declaration to be given by the bidder for works in Hand (in progress) on letter head of firm (ANNEXURE- IX).

**\*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. 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.
- 2) The contractor shall not be permitted to tender for works in the Central Warehousing Corporation in which his near relative is posted as Accounts Officer or as any officer in any capacity between the grade of Chief Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him

and who are near relatives to any officer in the Central Warehousing Corporation or in the Ministry of Consumer Affairs, Food & Public Distribution, Govt. of India, New Delhi. The Corporation reserves the right 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 for any breach of this condition.

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

### **3.2.1 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.

- 1) Any bidder (as defined in GCC) from a country that shares a land border with India<sup>1</sup>, excluding countries as listed on the website of the Ministry of External Affairs<sup>2</sup>, to which the 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 registered<sup>3</sup> with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard.
- 2) 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.
- 3) 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.
- 4) "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

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

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

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

- 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

5) 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.

### **3.2.2 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.

#### **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 ‘Schedule B’ / ‘Schedule C’ or ‘Schedule’ D’, 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) Good for construction drawings and technical specifications / documents pertaining to the works will be provided by procuring entity. The tender drawings and specifications if not enclosed with tender are open for inspection by the Bidders in the office of the Superintending / Chief Engineer (CWC), New Delhi.

#### **4.4. Completion Time and Contract Period**

Time is the essence of the contract.

The work shall be required to be completed within stipulated time period and up to the date mentioned in letter of Acceptance (LOA):

Stipulated period of completion shall be that as mentioned in TIS (appendix to NIT) and shall be in ‘N’ months to be reckoned from the 15th day from date of issue of Letter of Acceptance.

#### **5. Bid Prices, Taxes and Duties**

##### **5.1. Prices**

##### **5.1.1 Competitive and Independent Prices**

- 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 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, labour, 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.**

- 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. Price Variation**

The Price quoted by the bidder and accepted by CWC, shall remain firm during the currency of contract including the extended period, if any extended due to any reason attributable to either CWC or Contractor or Force majeure. No claim, whatsoever shall lie against the Corporation on account of any variation, escalation etc. in the rates in market during contract.

However, the rates for payment upon variation due to deviation (increase) in quantity and/or due to execution of extra item/ altered items shall be govern as per General conditions of contract clause 12.2 (c) and special condition of contract clause 15 respectively.

### **5.3. Goods and Services Tax (GST)**

#### **5.3.1 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

### **5.3.2 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'.

## **5.4. Payments**

### **5.4.1 General**

Periodic "On Account" payments and final Payment shall be made as per the procedure laid down in GCC/SCC 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 on "CMS Portal "of 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.

### **5.4.2 No Advance Payments**

Unless otherwise stipulated, no advance payment like Mobilization 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/SCC.

## **6. Quantity Variations:**

At the time of contract execution, the Procuring Entity reserves the right to increase or decrease the quantity without any change in other terms and conditions of the bid and the Tender Document.

The quantum of various works/ services to be performed/ delivered under this contract is liable to

variation to any extent and in such cases, the variation in quantity of an individual item is considered unavoidable, then same shall be executed & paid as per detailed provisions contained in Clause 12.2-C of General Conditions of Contract.

#### **7. Technical Specifications of Works:**

- 1) Works will be carried out according to the technical specifications of works mentioned in Schedule A and its sub schedules, Technical Conditions of Contract, CPWD Specifications with up-to-date correction slips along with Special & General Conditions of Contract, Technical Specifications and approved Drawings of CWC, issued with this tender document and /OR Good for construction drawings issued at the time of work execution.
- 2) For roads and pavements, MORTH Specifications shall be followed. However, if any particular item or issue is not covered by these specifications and special specifications, the work shall be carried out in accordance to relevant BIS (IS) Codes and Code of Practice.
- 3) MORTH Standard Specification (latest revised edition) for Road and bridge work; along with up-to-date correction slips for roads “& pavements can be obtained from Secretary, Indian Road Congress, Jam Nagar House, New Delhi’s book shop.  
CPWD’s Specifications & DSR with up-to-date correction slips can be obtained from CPWD office, Nirman Bhawan, New Delhi.

#### **8. Downloading the Tender Document; Corrigenda and Clarifications**

##### **8.1. 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.

##### **8.2. 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.

##### **8.3. 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 7 days before the deadline for

the bid submission). The Procuring Entity shall respond within 5 working days of receipt of such a request for clarification. 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.

## 9. **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. If the dates are not mentioned, such date and time shall be 7 days before the date and time of the pre-bid conference.
- 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.

## 10. **Preparation of Bids**

### 10.1. **The bid**

#### 10.1.1 **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.

#### 10.1.2 **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.

The Bidder shall be deemed to have full knowledge of the construction site located in Central warehousing complex, working culture, rules etc prevailing in central warehousing complex, 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.

### **10.1.3 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.

### **10.1.4 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.

### **10.1.5 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.

### **10.1.6 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.

10.2. Documents comprising the bid:

**10.2.1 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),
  - 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 IX).
  - 16) Bar Chart and
  - 17) 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.

### **10.2.2 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.

### **10.2.3 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), 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, Annexure VI, BAR/PERT Chart, Form of declaration as per Annexure -VI & IX, 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, 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.

### **10.3. 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.

### **10.4. 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 Annexure-VII 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.
- 6) For the successful Bidder, Earnest Money will be retained as part of the Security Deposit (SD) in 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.

#### **10.5. 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.

#### **11. Signing and Uploading of Bids**

### 11.1. 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.

### 11.2. 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.
- 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.

### 11.3. Submission/ uploading of Bids.

#### 11.3.1 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.
- 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](http://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.

### **11.3.2 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.

### **11.3.3 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.

## **11.4. Modification, Resubmission and Withdrawal of Bids**

### **11.4.1 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.

### **11.4.2 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.

## **12. 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.

## **13. Evaluation of Bids and Award of Contract**

### **13.1. General norms**

#### **13.1.1 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.

#### **13.1.2 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
  - 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.

### **13.1.3 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 07 days. Bidder should answer the clarification within that specified date otherwise within time of 07 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.

#### **13.1.4 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.

### **13.2. Evaluation of Bids**

#### **13.2.1 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.

### **13.2.2 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.

### **13.3. Techno-commercial Evaluation**

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

#### **13.3.1 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.

#### **13.3.2 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.

### **13.3.3 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 (GCC Clause 14) will be deemed to be a material deviation.

### **13.3.4 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.

## **13.4. Evaluation of Financial Bids and Ranking of Bids**

### **13.4.1 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) If Price Schedule may contain more than one sub schedule, the financial ranking of bids shall be done based on total amount in all such sub schedules put together. The Bidders should quote their percentage rate separately for each Sub Schedule in Financial bid i.e separate for DSR CIVIL, DSR E&M, Market rates (Civil)/ Market Rate (E&M) etc. 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.
- 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, ESI, EPF, 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 calculated by arithmetic sum of amount quoted in all sub schedules of Price schedule A.
- 9) **Ambiguous Financial bid:** If the financial bid is ambiguous, it shall be rejected as nonresponsive.

#### **13.4.2 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.

#### **13.4.3 Reasonableness of Rates Received**

Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration 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.

#### **13.4.4 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 Bidder/s shall submit an analysis of rates, if called upon to do so. A format for prices of material & labor is given in price bid sheet which needs to be filled by the contractor in support of rate analysis which may be used to see the reasonability of rates quoted by the bidder

**If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal.**

#### **13.4.5 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.

#### **14. Award of Contract**

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

#### **14.1. Letter of Award (Acceptance - LoA) and Signing of Contract**

##### **14.1.1 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.

##### **14.1.2 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 Contract Management Portal (CMS) 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 CWC Contract Management Portal (CMS) 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.
- 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 Engineer-in-charge / Engineer shall be communicated to the Engineer-in-Charge.
- 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.

##### **14.1.3 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) Within 15 days of receipt of the Letter of Award (LoA) or period specified in Schedule 'F' 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 15<sup>th</sup> day of receipt of LOA, no extension of such due date shall be su moto granted by Procuring Entity. The action on contract shall be decided by Procuring Entity as per provisions made herein at subclause (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.

#### **14.1.4 The Contract and Signing of Contract**

- 1) Post receipt and acceptance/verification of PG by CWC, the contract can be signed physically at corporate office of Procuring Entity within 15 days of the acceptance of performance security. The contractor may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt vide email or otherwise.
- 2) Failure to do so ie signing the contract by successful bidder (contractor) 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 Guarantee. Cost of stamp paper for the agreement will be borne by

contractor. The due dates of work completion shall be valid as mentioned in LOA/ Tender document.

3) 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 Special Conditions of Contract, Technical Specifications 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

#### **14.1.5 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.ewceprocure.com](http://www.ewceprocure.com)

#### **14.1.6 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 / Security Deposit whichever is available at the time of termination.

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.

#### **15. 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 complaint shall be addressed to the Group General manager (Personnel) vide email [warehouse@nic.in](mailto:warehouse@nic.in).
- 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.

#### **16. 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.

17. 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.

18. 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.

19. 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.

20. Engineer in charge 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 engineer in charge informed also.

**Pre-Qualifying (PQ) Proforma**  
 {To be Filled by Bidder and Submitted along with Tender  
 Document}

Name of Works: Construction of PEB Godown of 15608 sqft & 5810 sqft mezzanine Capacity with internal roads, drains, electrification works, etc. for CWC at CW, Port Blair

NIT Reference Number- **E NIT\_CWC/CO/Engg./23-24/16**

SL	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.16.51 Lakhs  Only through e- payment Gateway	
5.	Cost of Tender Documents of Rs.1770 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:	
10a.	<p>(i) The sum total (arithmetic sum) of tenderer's turnover: revenue (income) from operations for the last three financial year should be of value greater than or equal to <b>Rs.1857.02</b> (225% of Estimated Cost put on tender ).</p> <p>(ii)The Bidder have achieved turnover: revenue (income) from operations during any of the last three financial years (i.e FY 2020-21, 2021-22 &amp; 2022-23) of value higher than 'T' where T is calculated as below:</p> $T = E \div N$ <p>Where E = Estimated cost put on tender N = completion period of works in Years</p> <p>For the financial eligibility for this tender, the bidder should have highest Turnover (T) on any year during Last three Years (i.e FY 2020-21, 2021-22 &amp; 2022-23) greater than <b>Rs.990.41 lakhs</b>.</p> <p>The information shall be supported by audited Balance Sheets and Profit &amp; 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&amp;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 Eligibility criteria as per Annexure-A in Tender document}</p>	<p>(i) Total Turnover during FY 2020-21, 2021-22 &amp; 2022-23 against the criteria Rs. ....</p> <p>(ii)Highest Turnover during FY 2020-21, 2021-22 &amp; 2022-23 against the criteria Rs. ....</p>
10b.	Chartered Accountant's Certificate for Annual financial turnover/ revenue (income) from operations of specified preceding three financial years	
	Annual Financial Turnover/Revenue (Income) from operations (as per P&L Account)	
	(a) FY - 2019 – 2020 (only when audited turn over for FY 22-23 is not available)	Total Turn Over-RS.....

11.		
	(b) FY - 2020 – 2021	Total Turn Over- RS.....
	(c) FY - 2021 – 2022	Total Turn Over- RS.....
	(d) FY - 2022- 2023	Total Turn Over- RS.....
12.	<p>Experience w.r.t. Similar Nature of Work:</p> <p>Tenderer, during the last four financial years (i.e. currently, 2019- 2020, 2020-2021, 2021-2022 and 2022-23) &amp; current year (2023-2024) up to the due date of tender submission, must have completed successfully:</p> <p>(1) at least ONE similar nature of work of value not less than <b>Rs 660.27</b> (80% of the Estimated Cost put on Tender) OR</p> <p>(2) at least TWO similar natures of work of value not less than <b>Rs. 412.67</b> Lakh (50% of the Estimated Cost put on Tender) OR</p> <p>(3) at least Three similar nature of work of value not less than <b>Rs. 330.14</b> Lakh (40% of the Estimated Cost put on Tender) OR</p> <p>Note:</p> <p><b>(i) Similar nature of work shall be as below:</b></p> <p><b>Similar nature work means construction of a steel structure building (including supply, fabrication &amp; erection of steel works and execution of other civil works of building along with supply of cement and steel)</b></p> <p>(ii) The credential Certificate of work experience should include the name of work, agreement no., date of start, stipulated and actual date of completion &amp; gross amount of work done up to the completion and status of time extension granted with or without LD clearly.</p> <p>(iii) experience of work not completed in Time and where LD is levied by Client organization shall not be accepted /considered for evaluation.</p> <p>(iv) Experience certificates released by private individuals (proprietor/partnership firms) shall not be considered. However, experience certificate released by Private or Public limited companies can be considered only if these are duly supported with</p> <ul style="list-style-type: none"> <li>• Copy of work order or Contract agreement with Client organization.</li> <li>• Form 16 A released by Client organization reflecting TDS deducted</li> <li>• Certificate of CA (with UDIN) certifying the authenticity of form 16 A released by client and TDS deducted towards</li> </ul>	Name of the work completed and presented against the criteria:

	payment received for the work completed by bidder.	
	<b>Experience-1</b>	
12 a	Work order/ contract agreement ref number and date	
12 b	Name of client issuing the work order and completion certificate	
12 c	Completion certificate -ref number and date	
12 d	Total value of work completed (Rs.)	
12 e	Stipulated date of completion	
12 f	Actual date of completion	
12 g	Amount / period of delay for which Liquidity damage levied by client (if any)	
	<b>Experience-2</b>	
13 a	Work order/ contract agreement ref number and date	
13 b	Name of client issuing the work order and completion certificate	
13 c	Completion certificate -ref number and date	
13 d	Total value of work completed (Rs.)	
13 e	Stipulated date of completion	
13 f	Actual date of completion	
13 g	Amount / period of delay for which Liquidity damage levied by client (if any)	
	<b>Experience-3</b>	
14a	Work order/ contract agreement ref number and date	
14 b	Name of client issuing the work order and completion certificate	
14 c	Completion certificate -ref number and date	
14 d	Total value of work completed (Rs.)	
14 e	Stipulated date of completion	
14 f	Actual date of completion	
14 g	Amount / period of delay for which Liquidity damage levied by client (if any)	
15	Affidavit (Annexure-IV) to be submitted by the Bidder.	Submitted on .....
16	Signed copy of Integrity Pact to be submitted by the Bidder	Submitted on.....

Note :

1. Tenderers have to fill complete details in Pre-Qualifying Performa.
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. All above documents mentioned in this Performa are mandatory and must be submitted by the Bidder.



Sign of Bidder.  
(Digital Signature)

**(To be submitted as part of technical bid)**  
**(On Company Letter-head)**  
(Along with supporting documents, if any)

Tender Document No. (E NIT\_CWC/CO/Engg./23-24/16 )

**Name of work: Construction of PEB Godown of 15608 sqft & 5810 sqft mezzanine Capacity with internal roads, drains, electrification works, etc. for CWC at CW, Port Blair**

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:**

EMD 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.

Cost of tender to be paid only through e-payment gateway of e-procurement system. Proof should be submitted/uploaded with the tender.

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. FY 2019- 2020, 2020-2021, 2021-2022 and 2022-23) & current year (FY 2023-2024) up to the date of tender submission, must have completed successfully:

(1) at least ONE similar nature of work of value not less than Rs **660.27** (80% of the Estimated Cost put on Tender) OR

(2) at least TWO similar natures of work of value not less than Rs. **412.67** Lakh (50% of the Estimated Cost put on Tender) OR

(3) at least Three similar nature of work of value not less than Rs. **330.14** Lakh (40% of the Estimated Cost put on Tender)

Note:

**Similar nature of work shall be as below:**

- (i) Similar nature work means Construction of a PEB (pre-engineered steel structure building) including supply, fabrication & erection of PEB steel building)
- (ii) The credential Certificate of work experience should include the name of work, agreement no., date of start, stipulated and actual date of completion & gross amount of work done up to the completion and status of time extension granted with or without LD clearly.
- (iii) Experience of work not completed in Time and where LD is levied by Client organization shall not be accepted /considered for evaluation.
- (iv) **Experience certificates released by private individuals (proprietor/partnership firms) shall not be considered. However, experience certificate released by Private or Public limited companies can be considered only if these are duly supported with**
  - (a) Copy of work order or Contract agreement with Client organization.
  - (b) Form 16 A released by Client organization reflecting TDS deducted

(c) Certificate of CA (with UDIN) certifying the authenticity of form 16 A released by client and TDS deducted towards payment received for the work completed by bidder

**(3) Turnover:**

(i) The sum total (arithmetic sum) of tenderer's turnover: revenue (income) from operations for the last three financial year(FY 2020-21, 2021-22 & 2022-23) should be of value greater than or equal to **₹1857.02 lakhs** (225% of advertised Estimated Cost).

(ii)The Bidder have achieved turnover: revenue (income) from operations during any of the last three financial years (i.e FY 2020-21, 2021-22 & 2022-23) of value higher than 'T' where T is calculated as below:

$$T = E \div N$$

Where E = Estimated cost put on tender

N = completion period of works in Years

For the financial eligibility for this tender, the bidder should have the highest Turnover (T) on any year during Last three Years (i.e FY 2020-21, 2021-22 & 2022-23) greater than **Rs.990.41 lakhs**.

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.

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.

**3 Affidavit:** Duly filled up and signed on stamp paper as per **Annexure IV**.

(ANY ALTERATION-change in language of Annexure IV shall not be acceptable. How ever clarification may be obtained on any missing undertaking if any due to any reason.)

**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.
  - 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. 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 what-so-ever. 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/alterd/ 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  $0.3 \times 0.2$  \*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 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)

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

### “TENDER & CONTRACT”

#### PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

**Tender for the Work of “Construction of PEB Godown of 15608 sqft & 5810 sqft mezzanine Capacity with internal roads, drains, electrification works, etc. for CWC at CW, Port Blair**

### T E N D E R

I/We have read and examined the Tender Notice; Notice Inviting Tender; Tender information summary (TIS), Instructions to Bidders (TIB), Schedules - A, B, C, D, E & F; 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 confirm that I /We meet the tender eligibility as required by Central Warehousing Corporation for this work therefore I /We 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 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 Clause 12.2 (c) of general 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 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 Engineer-in-charge 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 th  
\_\_\_\_\_).

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. :

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 :

**FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY****POWER OF ATTORNEY**

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

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

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Signature and Name of Authorized Signatory, being given Power of Attorney)

\_\_\_\_\_  
**Signature and Name in block letters of Proprietor / All the Partners of the Firm / Authorized Signatory for the Company** (Strike out whichever is not applicable)

Seal of the Proprietorship Firm / Partnership Firm / Company Witness 1

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

**Notes :**

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



**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 and confirm that I/We meet the eligibility criteria as per ITB clause 3.2.
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, along with 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 Acceptance (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 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 Engineer-in-Charge 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.

**DEPONENT**

**VERIFICATION**

**Seal and Signature of the Bidder**

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.

## ANNEXURE-V

Tender Ref. No.: \_\_\_\_\_

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 filling 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](mailto:ssmishra.995@gmail.com) 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 \_\_\_\_\_

<b>Corporation</b>	<b>Bidder</b>
Name of the Officer:-	Name of Authorized Signatory:-
Designation	Designation
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	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)



**CENTRAL WAREHOUSING CORPORATION**  
**(A Govt. of India Undertaking)**

**Contract Agreement For Item / Percentage Rates For Works**

This Agreement for execution of work executed at \_\_\_\_\_ this day of the , 20\_\_ by the Central Warehousing Corporation, New Delhi-16, established under Warehousing Corporation Act, 1962 (hereinafter called 'the' Corporation) and M/S , \_\_\_\_\_ a Partnership Firm, consisting of partners namely (i) , (ii) , (iii) / Company registered under Companies Act / Individual carrying on business in the name and style of \_\_\_\_\_ (herein under called "CONTRACTOR", which term shall mean and include unless repugnant to the context his / their Executors, Administrators, Legal and Personal Representatives), Witnesseth as follows :

WHEREAS the Corporation requires \_\_\_\_\_ to be constructed at \_\_\_\_\_ and whereas the CONTRACTOR has agreed to execute the items of Work Section as per Terms and Conditions of Contract and Schedule of Work attached, mentioned in tender document.

AND WHEREAS the CONTRACTOR having agreed to execute the above referred items of Works / Section, it is hereby agreed that the terms and conditions of the contract, as enumerated in Tender Document (Broad Heading of which are given in the Index thereto), item of Works / Section as per Schedule of Work, the LOA /Work Order issued and Specification of the CPWD for the time being enforce, shall form an integral part sole repository of the terms & conditions of this contract.

In witness where of the aforementioned Parties to the contract have affixes their signatures.

Contractor

For and on behalf of the Corporation

Witness & Address

Witness & Address

1.  
Dated :

1.  
Dated :

2.  
Dated :

2.  
Dated :

### Form of Performance and Security Bank Guarantee Bond

In consideration of Central Warehousing Corporation (A Govt. of India Undertaking), Warehousing Bhawan, 4/1 Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi - 110016 (hereinafter called "THE CORPORATION"), having offered to accept the Letter of Acceptance no. \_\_\_\_\_, dated \_/ \_/ and the terms & conditions of the proposed agreement between CORPORATION and \_\_\_\_\_ {hereinafter called "THE said CONTRACTOR(s)"} for the work of \_\_\_\_\_ (hereinafter called "THE said AGREEMENT") having agreed to production of an irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a Security/Guarantee from the CONTRACTOR(s) for compliance of his obligations in accordance with the terms & conditions in the said Agreement.

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

1. We \_\_\_\_\_ (indicate name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under Guarantee without any demure, merely on a demand from the CORPORATION, stating that the amount claimed is required to meet the recoveries due or likely to be due from the said CONTRACTOR(s). Any such demand made on the BANK shall be conclusive as regards the amount due and payable by the BANK under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
2. We, the said BANK further undertake to pay to the CORPORATION any money so demanded notwithstanding any dispute or disputes raised by the CONTRACTOR(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

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

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

4. We \_\_\_\_ (indicate name of the Bank)\_\_\_\_\_ further agree with the Central Warehousing Corporation that the CORPORATION shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Central Warehousing Corporation against the said CONTRACTOR(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension, being granted to the said CONTRACTOR(s) or for any forbearance, act if omission on the part of the Central Warehousing Corporation or any indulgence by the Central Warehousing Corporation to the said CONTRACTOR(s) or by any such matter or things whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to the change in the constitution of the BANK or the CONTRACTOR(s).
6. We \_\_\_\_ (indicate name of the Bank)\_\_\_\_\_ lastly undertake not to revoke this Guarantee except with the previous consent of the Central Warehousing Corporation in writing.
7. This Guarantee shall be valid upto \_\_\_\_\_, unless extended on demand by Central Warehousing Corporation. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the \_\_\_\_\_ date of \_\_\_\_\_ for \_\_\_\_\_ (indicate name of the Bank) \_\_\_\_\_

# WORKS IN HAND

(On letter head of firm)

The contractor shall submit list of works which are 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 Work (Rs.)	Status of Work in Progress	Remarks
1	2	3	4	5	6

(Duly authorized signatory of the BIDDER

## ANNEXURE - XI

### OPERATIVE SCHEDULES

#### SCHEDULE 'A'

Bill of Quantities cum price schedules and various Sub-Schedule

#### SCHEDULE 'B'

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
1	2	3	4	5
NIL				

#### SCHEDULE 'C'

Tools & Plants to be hired to the Contractor –

SL	Description	Hire Charges per day	Place of Issue
1	2	3	4
NIL			

#### SCHEDULE 'D'

Extra Schedule for Specific Requirements / Document for the Work, if any : NIL

#### SCHEDULE 'E'

Name of Work : **Construction of PEB Godown of 15608 sqft & 5810 sqft mezzanine Capacity with internal roads, drains, electrification works, etc. for CWC at CW, Port Blair**

Estimated Cost of Work: **Rs. 824.82lakhs**

(i) Earnest Money: Rs. 16.50Lakhs (to be adjusted in Security Deposit)

(ii) Performance Guarantee: 5% of Tendered Value

(iii) Security Deposit: 5% of Tendered Value

Balance sum of Security Deposit (after adjustment from EMD) may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 10% of the bill amount till the full Security Deposit is recovered.

## SCHEDULE 'F'

(Refer relevant clauses of General Conditions of Contract (GCC) as mentioned below.)

<b>GENERAL RULES &amp; DIRECTIONS</b>	Officer Inviting Tender	Chief Engineer
	Maximum Percentage for Quantity of Items of Work to be Executed beyond which rates are to be determined in accordance with Clauses 12.2 (c) of GCC	25% in Superstructure 25% in foundation

### Definitions:

2(v)	Engineer-in-Charge	Chief Engineer
2(vi)	Tender Accepting Authority	Dir M&CP (As per DOP)
2(viii)	Percentage on cost of materials and labour to cover all overheads and profits:	15%
2(ix)	Standard Schedule of Rates: DSR(Civil) – 2021, DSR (E&M) 2022 and Market rates.	
2(x)	Department : Central Warehousing Corporation	

### Clause 1

- (i) Time allowed for submission of Performance Guarantee, Programme Chart (Time & Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of LOA: **15 days**
- (ii) Maximum allowable extension with late fee @ **0.1% per day** of Performance Guarantee amount beyond the period provided in (i) above: **15 days**

**Clause 2** Authority for fixing compensation under Clause 2 Chief Engineer

### Clause 2A

**Clause 5** Number of days from the date of issue of Letter of Acceptance for reckoning date of start **15 days**

**Milestone(s) / Stages of completion of Works as per Table given below:**

SL	Description of Milestone(s) / Stages before completion of work (Physical)	Time Allowed in Days (from Date of start)	Amount to be With-held in case of Non-achievement of Milestone (S)
1.	Finalization of PEB supplier/ fabricator & placement of purchase order for PEB (Structure) supply & start of dismantling work boundary wall.	15 days	
2.	Completion of dismantling of existing boundary wall and completion of foundation works of retaining wall	30 days	Note as below *
3.	Commencement of Supply of PEB material (at least 20% of total Qty)	45 days	Note as below *
4	Completion of retaining wall and Godown up to plinth level casting of foundations, fixing of foundation bolts & filling of good earth in godown including Verandah	90 days	Note as below *
5	Completion of Supply of PEB Steel in finished shape as per scope including All Rafters, Sagrods, Cleats, Purlins, sheet Runners and accessories as per scope and drawings etc to such extent structure can be erected	120 days	0.50 % of contract value per month

6	Erection of complete PEB structure including canopies and roof sheets and cladding	150 days	0.50 % of contract value per month
7	Completion of WMM under floors and supply of steel for Mezzanine works	165 days	
8	Completion of flooring in Godown and Verandah	180 days	
9	Completion of Mezzanine works	220 days	0.50 % of contract value per month
10	Completion of fire fighting works	280 days	
11	Final finishing including E&M works & hand over of complete site	300 days	0.50 % of contract value per month

Note: 2<sup>nd</sup> & 3<sup>rd</sup> & 4<sup>th</sup> milestone are major milestones and if contractor fails to achieve any two milestones from the these three, then it shall be treated as failure on part of contractor in performance and default resulting in breach of contract and necessary action be taken as per the conditions of contract for such breach of contract.

**Time Allowed for Completion of entire Work: 10 months (including Monsoon)**

**Authority to Decide:**

- (i) Extension of Time : As per DOP
- (ii) Rescheduling of Milestones : Chief Engineer
- (iii)** Shifting of Date of Start in case of delay in handing over of site : Chief Engineer

**(iv) Schedule of Handing Over of Site**

Part	Portion of Site	Description	Time Period for handing over reckoned from date of issue of Letter of Intent
Part A	Portion without any hindrance	Entire	Immediately
Part B	Portions with encumbrances	--	--
Part C	Portions dependent on work of other agencies	--	--

**Schedule of Issue of Designs**

Part	Portion of design	Description	Time Period for Issue of Design reckoned from date of issue of Letter of Acceptance
Part A	Portion already included in NIT	Entire	Upon submission of PG.
Part B-1	Portions of Architectural Drawings to be issued	--	--
Part B-2	Portions of Civil (Structural) Drawings to be issued	--	--
Part B-3	Portions of E&M Drawings to be issued	--	--

**Clause 5.1** Schedule of rate of recovery for delay in submission of modified programme interms of delay days

SL	Contract Value	Recovery (Rs.)
I.	Less than or equal to Rs. 1 crore	500
II.	More than Rs. 1 Crore but less than or equal to Rs. 5 crore	1000
III.	More than Rs. 5 Crore but less than or equal to Rs. 20 crore	2500
IV.	More than 20 crore	5000

**Clause 5.2 & 5.3** Nature of Hindrance Register (either Physical or Electronic only)

**Clause 7** Gross work to be done together with net payment after adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment, if work done payment is 5% or more of contract value Rs. \_\_\_\_\_

**Clause 8A**

- (i) This shall not apply for maintenance or upgradation contracts, not involving any services
- (ii) For other works, the limit shall be as below:

SL	Contract Value	Limit (Rs.)
I.	Less than or equal to Rs. 1 crore	10,000
II.	More than Rs. 1 Crore but less than or equal to Rs. 5 crore	35,000
III.	More than Rs. 5 Crore but less than or equal to Rs. 20 crore	1,00,000
IV.	More than 20 crore	2,00,000

**Clause 10A**

List of testing equipment to be provided by the contractor at site lab in addition of minimum specified in Technical condition of contract –

1.Screw Gauge, 2) Vernier calliper, 3) Measuring tape -5mtr.,10mtr. & 30mtr. 4)weighing machine 5) Setting of field laboratory with equipment such as sieve sets for coarse agg. & fine agg 6) equipment's for slump tests 7) compressive strength machine 8) measuring cylinder, 9) level machine.

**Clause 11**

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) 2013 & Part-II (External) 1994 with up-to-date Correction Slips or Latest CPWD Specifications in vogue on the date of tender publication.
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**Clause 12**

Type of Work: **Project (new work)**

**Clause 16**

Competent Authority for deciding reduced rates: Chief Engineer



**Clause 18** List of mandatory machinery, tools & plants to be deployed by contractor at site –

<b>Concrete Mixer</b>	<b>Vibrator</b>
<b>Road Roller.</b>	Hydra Crane for Steel Work erection

**Clause 19(C) - 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 19(D)- 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 19(G) – 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.

**Clause 19(K) – 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.700/- per day.

**Clause 25**

Constitution of Dispute Redressal Committee (DRC) –

Chairman - Chief Engineer;

Member - GM (Finance);

Member - GGM (Pers)

**Place of Arbitration - New Delhi**

**Clause 32: Requirement of Technical Staff for a Work and Rate of Recovery**

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 Clause 36(i)
3.	More than 20 to 50 cr.	i) Graduate Engineer	Project Manager	20 (and having experience of one similar nature of work)	1	Rs.60,000/- PM
		ii) Graduate Engineer	Deputy Project Manager	12 (and having experience of one similar nature of work)	1	Rs.40,000/- PM per person

		iii) Graduate Engineer or Diploma Engineer	Project/Site Engineer	5 or 10 respectively	1+1	Rs.25,000/-PM per person
		iv) Graduate Engineer or Diploma Engineer	Quality Planning/quality/billing Engineer	2 or 5 respectively	1+1	Rs.15,000/-PM per person
4.	More than 10 to 20cr.	(i) Graduate Engineer(Civil)	Principal Technical Representative/Project Manager	10 Years	1	Rs. 30,000 pm
		(ii) Graduate Engineer(Civil)	Technical Representative	5 Years	1	Rs. 25,000 pm
		(iii) Graduate Engineer (Civil) Or Diploma Engineer(Civil)	Project / Site Engineer and Project Planning / Billing Engineer	2 Years Or 5 Years	2 2	Rs. 15,000 pm Rs. 15,000 pm
5	More than 5 to 10Cr.	(i) Graduate Engineer(Civil)	Principal Technical Representative	5 Years	1	Rs. 25,000 pm
		(ii) Graduate Engineer(Civil) Or Diploma Engineer	Project / Site Engineer And Engineer	2 Years Or 5 Years	2 2	Rs. 15,000 pm Rs. 15,000 pm
6.	Above 1.5 cr. & Upto 5Cr.	i) Graduate Engineer Or Diploma Engineer	Principal Technical Representative Project Planning / Site / Billing Engineer	2 Years	1	Rs. 15,000 pm
				Or 5 Years	1	Rs. 15,000 pm
7.	More than Rs.5 lacs to 1.5 crore	ii) Graduate Engineer(Civil) or Diploma Engineer(Civil)	Project Manager cum Planning/Quality/Site/billing Engineer	2 or 5 respectively	1 of major component	Rs.15,000/-PM

- \*One required for Civil work and one required for PEB Steel works/Electrical works
- 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.

**Clause 38**

(I) (a) Schedule / Statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2021 printed by CPWD

(II) Variations permissible on theoretical quantities:

(a)	Cement -For works with estimated cost put to tender not more than Rs. 5 lakh+/- 3%\ For works with estimated cost put to tender more than Rs. 5 lakh +/- 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 adopted for estimation
2.	Steel reinforcement	-	do
3.	Structural Sections	-	do
4.	Bitumen	-	do
5.	Bitumen issued free	-	NA
6.	Bitumen issued at stipulated fixed price	-	NA

## **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;

- 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.** “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 Engineer in charge / Procuring Entity during the execution of the contract by the contractor;
- 10.** “Day”, “Month”, “Year” shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- 11.** “Drawing” means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;
- 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.** “Parties”: The parties to the contract are the "Contractor" and the “Procuring Entity”, as defined in this clause;
- 21.** “Performance Security” (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;
- 22.** “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;

- 23.** “Procuring Entity” means the entity in The Procuring Organization procuring Goods, Works, or Services that is Central warehousing Corporation in context of this contract.
- 24.** “Engineer in charge” means the officer signing the Letter of Award (LoA) in capacity of chief engineer/ supervising engineer and/or the contract on behalf of the Procuring Entity;
- 25.** “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;
- 26.** “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.
- 27.** “Special Conditions” means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.
- 28.** “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.
- 29.** “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.;
- 30.** “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.
- 31.** “Temporary Works” means works designed, constructed, installed, and removed by the contractor needed during the Services' performance.
- 32.** “Variation” means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed.
- 33.** “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.

## **The Contract**

### **Language of Contract**

Unless otherwise stipulated in the SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

### **The Entire Agreement**

This Contract and its documents constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

### **Severability**

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

### **Parties**

The parties to the contract are the contractor and the Procuring Entity, as defined above and as nominated in the contract.

### **Contract Documents and their Precedence**

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- Valid and authorized Amendments issued to the contract.
- the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity;
- Price Schedule, Bill of Quantities;
- Technical drawings and specifications of works.
- the Letter of Award (LoA)
- Final written submissions made by the contractor during negotiations, if any;
- The TCC
- the SCC
- the GCC
- the NIT and ITB
- the contractor's bid;
- any other document listed in the SCC as forming part of this Contract.
- Integrity Pact, if any

### **Modifications/ Amendments, Waivers and Forbearances**

#### **Modifications/ Amendments of Contract**

If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted in writing by the contractor to the Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

If the contractor does not agree to the suo-moto modifications/amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.

Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

### **Waivers and Forbearance**

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.

No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

### **Separate Contracts in Connection with Services**

The Procuring Entity shall have the right to let other contracts related to or linked with the Services/works/goods. The contractor shall afford other contractors' reasonable opportunity to store their materials, execute their services/ works, and properly connect and coordinate their services. The contractor shall inspect services/ works of other contractors(s) and promptly report to the Engineer in charge or his representative at site any defects that may hinder proper execution of his Services to proper performance standards. The contractor's failure to inspect and report such defects shall constitute an acceptance of the other contractor's work as fit and proper for the performance of Contractor's services, except as to defects that may develop in the other contractor's work after such a provision Services.

### **Governing Laws and Jurisdiction**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, or place of the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts at New Delhi, where corporate office of central warehousing corporation is located shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

### **Communications**

- 2) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- 3) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 4) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of Contract, so designated.



- 5) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.
- 6) The Contract Manager/ PMC or Representative of the Engineer in charge or Engineer in charge shall direct the order in which the several components of the Services / works shall be provided, and the contractor shall execute without delay all such orders given time to time. Still, the contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

#### **Persons signing the Communications**

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.

Unless otherwise stipulated in the contract, the Engineer in charge signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. PMC / field representative of Engineer in charge mentioned in the contract / letter of award (LOA) shall also administer respective functions during Contract Execution.

#### **Address of the parties for sending communications by the other party.**

For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:

The address of the contractor as mentioned in the contract, unless the contractor has notified change by a separate communication containing no other topic to the Procuring Entity. The contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and

The address of the Procuring Entity shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.

In case of the communications from the contractor, copies of communications shall be marked to the PMC and field representative of Engineer in charge (as mentioned in LOA) and the Procuring Entity's officer signing the contract.

Unless already specified before the contract's start, the Procuring Entity and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

### **Abbreviation of the words used in Tender document**

<b>Abbreviation</b>	<b>Definition</b>
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
DBM	Dense Bituminous Macadam
DLC	Dry Lean Concrete
DPC	Damp Proof Course
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
GCC	General Condition of Contract
GST	Goods and Services Tax
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
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
OPC	Ordinary Portland Cement
PAN	Permanent Account Number
PC	(Indian) Penal Code
PC	Prevention of Corruption
PERT	Programme Evaluation Review Technique.
PF	Provident Fund
PPC	Pozzolana Portland Cement
PQ	Pre-Qualifying
PQC	Pavement Quality Concrete
PSU	Public Sector Undertaking
PVC	Price Variation Clause
RCC	Reinforced Cement Concrete
RCM	Reverse Charge Mechanism
RMC	Ready Mixed Concrete
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
WBM	Water Bound Macadam
WC Policy	Workmen Compensation Policy
WMM	Wet Mix Macadam