



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5352610
Dated/दिनांक : 03-09-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-09-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-09-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Consumer Affairs Food And Public Distribution
Department Name/विभाग का नाम	Department Of Food And Public Distribution
Organisation Name/संगठन का नाम	Central Warehousing Corporation (cwc)
Office Name/कार्यालय का नाम	Corporate Office
Item Category/मद केटेगरी	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	74 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	24580000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	491600

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DGM

Central Warehousing Corporation, Regional office Bhopal, 75, Arera hills, Opposite Kendriya Vidyalay No.1, Bhopal-462011.

(Regional Manager)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope Of Work For the Service:[1725354442.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
09-09-2024 15:00:00	Central Warehousing Corporation, Regional office Bhopal, 75, Arera hills, Opposite Kendriya Vidyalay No.1, Bhopal-462011.

**Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential;
Unarmed Security Guard (21)**

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	Secondary School
Ex Servicemen	No
Age Limit	Up to 50 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	MEDICAL FITNESS CERTIFICATE
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Deepak Mehendiratta	462011,Central Warehousing Corporation , 75 Arera Hills , Opp. Kendriya Vidyalay	21	<ul style="list-style-type: none"> • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 24 • Basic Pay (Minimum daily wage) : 862 • Provident Fund (INR per day) : 69.23 • EDLI (INR per day) : 2.88 • ESI (INR per day) : 0 • EPF Admin charge (INR per day) : 2.89 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (9)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	Secondary School
Ex Servicemen	No
Age Limit	Up to 50 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	MEDICAL FITNESS CERTIFICATE

Specification	Values
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Deepak Mehendiratta	462011,Central Warehousing Corporation , 75 Arera Hills , Opp. Kendriya Vidyalay	9	<ul style="list-style-type: none"> • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 24 • Basic Pay (Minimum daily wage) : 734 • Provident Fund (INR per day) : 69.23 • EDLI (INR per day) : 2.88 • ESI (INR per day) : 23.85 • EPF Admin charge (INR per day) : 2.89 • Bonus (INR per day) : 61.14 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

2. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

REGIONAL MANAGER
Account No.
1305002100015040
IFSC Code
PUNB0130500
Bank Name
PUNJAB NATIONAL BANK
Branch address
HABIBGANJ BRANCH, BHOPAL

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

4. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



केन्द्रीय भण्डारण निगम
(भारत सरकार का उपक्रम)
CENTRAL WAREHOUSING CORPORATION
(A Govt. of India Undertaking)
जन-जन के लिए भण्डारण/Warehousing for Everyone



Regional Office BHOPAL

NIT No.: CWC/RO Bhopal/E-104276/(19/2024)/2024-25

Dated: 03.09.2024

E-TENDER DOCUMENT

Selection of professionally competent party for “Providing Security Services at premises hired for third party on DWT basis”

Date for downloading Tender Form	03.09.2024 to 24.09.2024
Last Date & Time for online Submission of tender	Up to 14:29 Hrs. on 24.09.2024

Email : rmbpl@cewacor.nic.in, bhopal.establishment@cewacor.nic.in

Website : www.cewacor.nic.in

Disclaimer

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.

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ Successful Bidder and CWC. No other Government or CWC's documents, guidelines and manuals including its procurement manual intended for internal or official use by its officers, shall hold any locus-standi within this relationship, regardless of any reference made in the Tender Document. Therefore, such documents, guidelines and manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

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 CWC or any of its employees or associated agencies.

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. CWC, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

CWC, 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.



केन्द्रीय भण्डारण निगम
(भारत सरकार का उपक्रम)
CENTRAL WAREHOUSING CORPORATION
(A Govt. of India Undertaking)
जन-जन के लिए भण्डारण/Warehousing for Everyone



Address : 75, Arera hills, Opposite Kendriya Vidyalay No.1, Bhopal-462011.

Email : rmbpl@cewacor.nic.in

Website : www.cewacor.nic.in

NIT No.: CWC/RO Bhopal/E-104276/(19/2024)/2024-25

Dated: 03.09.2024

E-Tender Notice

Central Warehousing Corporation invites online e-tendering under two bids system from professionally competent parties for:

Brief Scope of work	Providing Security Services at premises hired for third party on DWT basis- “CW INDORE-I, CW INDORE-III, CW INDORE-IV, CW BHOPAL-I, RWC NISHATPURA, CW RAIPUR-I, CW RAIPUR-III, CW CHHINDWARA AND CW KHANDWA.”	
Tender notice	Tender to be submitted electronically through GeM portal only through SECURITY MANPOWER SERVICE (VERSION 2.0) Tender documents will be available on Website : www.cewacor.nic.in , https://eprocure.gov.in/cppp/ and www.gem.gov.in .	
Tender type	Open	
Tender Submission	Tender is to be submitted in two packets on GeM i.e.: Part-I (Technical Specifications) and Part-II (Financial Offer)	
Purchase Preference	Available to Micro and Small Enterprises (MSE) and Make In India (MII) class 1 bidders.	
Critical Dates	Bid Start date and time	15:00 hrs. on 03.09.2024
	Last date and time of online bid submission	14:59 hrs. on 24.09.2024
	Pre-Bid Meeting	15:00 hrs. on 09.09.2024
	Date and time of online Technical Bid opening	15:30 hrs. on 24.09.2024
	Date and time of online Financial Bid opening	To be intimated later.

NOTE: If the date fixed for opening of Technical Bid/Financial Bid is subsequently declared as holiday, the bid will be opened on the next working day following the holiday at the same time.

Bid validity period	90 (Ninety) days from the date of opening of Technical Bid. The said period is further extendable by 30 (Thirty) Days. For more details refer "BID VALIDITY" clause.	
Period of Contract	02 Years and further extendable for 1 year. For more details refer clause "Period of Contract".	
Earnest Money Deposit (EMD)	Amount of EMD is Rs. 4,91,600/-.	
EMD Exemption	Available to MSE's, Start Up's and other eligible bidders exempted by Government e-Marketplace (GeM).	
Pre Bid meeting	Pre bid meeting with the prospective bidders shall be held as per below schedule:	
	S. No.	Description
	1	Submission of Pre-Bid Queries
		Upto 23:59 Hrs on 08.09.2024, through e-Mail on bhopal.establishment@cewacor.nic.in . Note:- Queries received after the above stated timelines shall not be entertained.
	2	Pre-Bid Meeting
		On 09.09.2024; 15:00 Hrs at CWC Regional office Bhopal, 75, Arera hills, Opposite Kendriya Vidyalay No.1, Bhopal-462011. Or if through VC then VC link details are to be provided.
Designation and Address of Tender Calling Authority	Deputy General Manager, Regional Manager, Central Warehousing Corporation, Regional Office Bhopal, 75, Arera hills, Opposite Kendriya Vidyalay No.1, Bhopal-462011.	
Name, Designation and Contact no. for Tender Related Query	Neha (AGM), 9773791591.	

Information for Online Participation:

1. Bidders shall have to visit the GeM portal (<http://gem.gov.in/>), select the appropriate GeM bid number and upload electronically by scanning in PDF format duly filled and signed technical bid documents by filling all the relevant columns with all the required enclosures.
2. Aspiring Bidders/Suppliers who have not enrolled/registered in GeM portal should enroll/ register before participating through the website www.gem.gov.in .
3. Bidder shall submit their offer along with supporting documents in electronic format to be duly signed & scanned or digitally signed, on or before the scheduled date & time as mentioned above and should be uploaded in technical bid through GeM portal. Hard copy of the tender documents will not be accepted and any such offer, if received by Central Warehousing Corporation, will be out rightly rejected.
4. The benefit protections as mentioned in the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 and further amended vide order dated 09.11.2018 will not be applicable relating to splitting of bid/offer as the quantity of the service contract is 1 (one) in each case and therefore it cannot be split.

5. Corrigendum/Addendum to the Tender Notice, if any, shall be issued/ available online on GeM Portal/CPPP and Website of the CWC only. Prospective bidders are requested to view website/GeM portal regularly.
6. The Bidders must fully comply with all the terms and conditions given in the Tender document. It is clarified that in case, any of the stipulated terms and conditions are not fulfilled by the Bidders and incomplete or incorrect information submitted by the Bidder, the bid may be treated as ineligible and Price Bid shall not be opened and Bidder may be technically disqualified.
7. The results of technical evaluation will be uploaded on the GeM Portal. In case there are technically disqualified bidders, the reasons for disqualification will be uploaded and price bid shall be opened. Intimation of Price bid opening will be provided through GeM only.
8. Further it is also intimated that GeM Portal is used as a platform for E-Tendering. The Terms & Conditions as mentioned in this Tender document will prevail over the GeM Terms & Conditions, in case of any contradiction between two.
9. In case any contradiction between Special Conditions and General Conditions of Contract, the Special Conditions will prevail.
10. The Central Warehousing Corporation reserves the right to accept / reject the tenders without assigning any reason; the decision of the CWC shall be final and binding on Bidder.
11. For any technical assistance while uploading the bids in GeM portal please contact 24X7 GeM portal Helpdesk Mail at: helpdesk-gem@gov.in .1800-419- 3436 & 1800-102-3436 (9:00 am - 10:00 pm Mon to Sat).
12. Regional Manager reserves the right to reject any or all the tenders without assigning any reason thereof. This notice is also available on website www.cewacor.nic.in and <https://eprocure.gov.in/cPPP/> and www.gem.gov.in.

REGIONAL MANAGER BHOPAL

(This document is meant for the exclusive purpose of submission of Tender and shall not be transferred, reproduced or otherwise used for the purpose other than that for which it is specifically used)

PRE-QUALIFICATION CRITERIA (POC)

- CWC invites online Tender through GeM portal for “Providing Private Security Services at premises hired for third party on DWT basis at “CW INDORE-I, CW INDORE-III, CW INDORE-IV, CW BHOPAL-I, RWC NISHATPURA, CW RAIPUR-I, CW RAIPUR-III, CW CHHINDWARA AND CW KHANDWA under RO BHOPAL (Scope of work)””
- The bidders must ensure to register themselves on GeM portal for “SECURITY MANPOWER SERVICE (VERSION 2.0)”
- Only those Bidders, meeting the eligibility criteria specified in below table would be considered for technical qualification. For the said purpose, Bidder compulsorily must upload/submit the documents mentioned against the eligibility conditions.

S.N	Eligibility Conditions	Documentary Proof to be submitted
1)	<p>Bidder should be a;</p> <p>(1) Registered Company/PSU/ statutory body</p> <p>OR</p> <p>(2) Registered Partnership Firm</p> <p>OR</p> <p>(3) Proprietorship</p> <p>OR</p> <p>(4) LLP</p> <p>OR</p> <p>(5) Cooperative society</p> <p>Note: -</p> <p>1. The bidder should be a business entity for last five years on the date of publishing of tender.</p> <p>2. If the bidder is from country sharing land border with INDIA, the bidder shall be required to submit self-declaration alongwith proof of being registered with Authority.</p>	<p>1) <u>For Registered Company/ PSU/ statutory Body: -</u></p> <p>(i) Copy of Certificate of Incorporation (with CIN, if applicable)</p> <p>(ii) Current list of Directors on Letter head signed by Authorized Signatory</p> <p>2) <u>For Registered Partnership Firm</u></p> <p>(i) Copy of the notarized partnership deed/ Copy of registration of Partnership deed.</p> <p>(ii) Current list of Partners on Letter head signed by Authorized Signatory</p> <p>3) <u>For Proprietorship</u></p> <p>Declaration of Proprietorship/Sole Proprietorship compulsory ink Signed as per Concerned Exhibit attached with the tender document.</p> <p>4) <u>For LLP</u></p> <p>(i) Copy of certificate of registration with LLPIN.</p> <p>(ii) Current list of Partners on Letter head signed by Authorized Signatory</p> <p>5) <u>For Cooperative society</u></p> <p>(i) Bye-Laws of cooperative Society.</p> <p>(ii) Proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry.</p>

<p>2) Work Experience and Experience Certificate</p> <p>The bidder must be financially sound and have experience of providing similar services to any Central/State Govt. organization/PSU/Department or Private/Public Limited Company in the last 5 Financial years 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 following:</p> <p>a) Three similar completed services (contracts) costing not less than Rs.98,32,000/- (equal to 40% of the Estimated Tender Value). OR</p> <p>b) Two similar completed works (contracts) costing not less than the Rs.1,22,90,000/- (equal to 50% of the Estimated Tender Value). OR</p> <p>c) One similar completed works (contracts) costing not less than the Rs.1,96,64,000/- (equal to 80% of the Estimated Tender Value).</p> <p>Similar Work shall mean the works related to providing security services or man-power for security purpose.</p>	<p style="text-align: center;">Work Order(s) and Completion certificate(s)</p> <p>Note: -</p> <p>(a) All certificates issued by concerned parties should contain at least above requisite information for considering experience as per terms of tender.</p> <p>(b) Assignments, where proof of satisfactory completion of contract and duly certified nature, period of contract, and value of work handled is not provided by client, the same shall not be considered.</p> <p>(c) In case of certificates issued by the private/Public company it should be supported by TDS certificate.</p> <p>(d) The date of completion of the Services shall be considered to ascertain last 05 years i.e. if work order is older than 05 years and completion of work is falling within 05 years, then the same shall be considered.</p> <p>(e) For the purpose of calculation of last 05 years, the preceding 05 financial years shall be considered including the present financial year till last date of bid submission.</p> <p>(f) Completion Certificate bearing adverse remarks on performance of Contract such as Poor Performance/Imposition of LD/Non-satisfactory performance shall not be considered.</p>
<p>3) <u>Financial Eligibility:</u> Turnover: The bidder should have achieved the minimum average annual turnover of Rs. 74,00,000/- (Rupees Seventy Four Lakh) {30% of the estimated cost of Tender} during last three preceding financial years.</p> <p style="text-align: center;">AND</p> <p>must have a positive net worth based on the latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.</p>	<p>The Bidder is required to upload the relevant extract of audited Balance Sheet and Statement of Profit & Loss A/c with UDIN for the preceding three financial years i.e. 2020-21; 2021 – 22; 2022 – 23.</p> <p style="text-align: center;">AND</p> <p>The turnover & net worth certificate from practicing CA with UDIN, as per Concerned Exhibit attached with the tender document.</p> <p><u>Note:</u></p> <p>(a) In case Balance Sheets and Statement of Profit & Loss A/c for the immediate preceding financial year have not been prepared /audited, the accounts for the Financial year previous to the preceding three financial years can be submitted.</p> <p>(b) Where the Bidder is not under statutory obligation to get his Accounts audited, it can upload a certificate by Practicing CA stating that Bidder is not Statutorily required to get the Accounts audited. CA shall also certify Average Annual Turnover and Profit after Tax for preceding three financial years with UDIN.</p>

5)	<p>(a) Declaration on non-blacklisting (b) Un-Conditional acceptance of the tender's terms & conditions (c) Declaration of Make in India (MII) Compliance (d) General Details of the bidder (e) PAN No. & GST No.</p>	<p>Undertaking and details in this regard to be filled and signed by the authorized signatory strictly as per Concerned Exhibit attached with the tender document. PAN & GST certificate is also to be attached.</p>
6)	<p>EMD/ Bid Security Declaration</p>	<p>The bidder has to submit EMD equivalent to Rs. 4,91,600/- through RTGS/ NEFT in the following bank account:- Central Warehousing Corporation Account No - 1305002100015040 IFSC Code - PUNB0130500 Bank Name – PUNJAB NATIONAL BANK Branch address – HABIBGANJ BRANCH, BHOPAL (Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.)</p> <p>Bidder, exempted from submission of EMD, shall be required to submit an undertaking in this regard to be signed by the authorized signatory strictly as per Concerned Exhibit attached with the tender document along with proof of exemption. For details refer clause {EARNEST MONEY DEPOSIT}</p>
7)	<p>Authorized signatory</p>	<p>Power of Attorney in favour of Authorized signatory (ies) duly attested by Notary as per Concerned Exhibit attached with the tender document.</p> <p style="text-align: center;">OR/ AND</p> <p>True Certified Copy of Board Resolution in favour of Authorized Signatory/Person delegating the POA.</p> <p>Note: -</p> <p>Refer Clause “BID SUBMISSION AND AUTHORIZED SIGNATORY” for more details.</p> <p>All the documents uploaded on GeM portal against the bid must be ink signed & stamped or Digitally signed by the Authorized Signatory. <i>(Format is for purpose of guidance only and deviation in the wording can be accepted.)</i></p>
8)	<p>The bidder should have a valid license issued under PSARA, 2005 for BOTH MADHYA PRADESH AND CHHATTISGARH state {Name of state where security services are to be procured needs to be mentioned}</p>	<p>Copy of the license for the state/ UT valid as on date of publishing of the bid.</p>

GENERAL TERMS AND CONDITIONS (GTC)

1. INTRODUCTION

The Regional Manager, Central Warehousing Corporation (hereinafter refer to as “CWC” or “Corporation”), Regional Office BHOPAL, wish to appoint an agency who will provide Security Services at premises hired for third party on DWT basis detailed under scope of work, under the jurisdiction of RO BHOPAL.

This bid document has been prepared by CWC and the information contained in this document has been developed on the best endeavour basis. Tender document includes

- Notice Inviting Tender (NIT)
- Pre-Qualification Criteria (PQC)
- General Conditions of Contract
- Scope of Work
- Special Conditions of Contract
- All Exhibits/Annexures (s)

This document has been prepared to enable the bidders to participate in the tender process and subsequently execute a Contract with CWC

2. DEFINITIONS: -

- (a) **Successful Bidder:** - The bidder to whom the contract shall be awarded by CWC.
- (b) **Authorized Signatory:** - The person authorized by bidding firm to submit/ sign the Bid documents.
- (c) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under Public Procurement Policy.
- (d) **'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under Public Procurement Policy.
- (e) **Local Content:** - 'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- (f) **Local Content (LC) in Services** shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within the country.
- (g) **Non-Local Supplier:** - 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%.
- (h) **L-1:** - L1 means the lowest tender or lowest bid or the lowest quotation received in a Tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- (i) **Margin of Purchase Preference under MII:** - Margin of purchase preference means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. **The margin of purchase preference shall be 20%, subject to price match quoted by L1 bidder.**
- (j) **Margin of Purchase Preference under MSE:** - Margin of purchase preference means the maximum extent to which the price quoted by a MSE Bidder may be above the L1 for the purpose of purchase preference. **The margin of purchase preference shall be 15% subject to price match quoted by the L1 bidder.**

- (k) GeM shall mean and include an online platform established by the Government of India for procurement of goods & services by various Govt. agencies, departments & Public Sector Undertakings.

3. STATUS OF THE DOCUMENTS

The tender documents are not an offer by CWC to sell or part away with any of its assets and facilities or sites, neither in part nor in full, but is only an offer to allow an entity to provide the services.

4. SITE VISIT

The bidders are advised to visit the respective site before submitting the tender, satisfy with the terms and conditions listed in this document, information in respect of the site where services are to be provided, study documents and demonstrate a thorough understanding of the site condition, operation, costs and returns. No dispute, as regards the information in respect of any of the site where services are to be provided, shall be entertained after submission of bid.

5. ADDITIONAL INFORMATION TO BIDDERS

- a) The proposals that are incomplete in any respect or those which are not consistent with the requirements as specified in this-Tender or which do not contain any of the documents as per the specified formats prescribed in the-Tender would be considered non-responsive and would be summarily rejected. Adherence to formats, wherever specified, is must. Non-adherence to formats may be a ground for declaring the proposal non-responsive.
- b) All communications and information should be provided in writing and in English or Hindi language only.
- c) All communications and information should be addressed only to the Authorized Personnel of CWC.
- d) All the communications and information provided should be legible.
- e) The Bidder shall be responsible for all costs associated with the preparation of the Proposal. CWC shall not be liable to and subjected to any financial implication whatsoever, including, for any costs, regardless of the conduct or outcome of this tender process.
- f) Bidders shall be able to create representations on GeM, within 1 day for Bids with Bid duration between 3 to 5 days, within 2 days for Bid duration between 6 to 9 days & within 4 days for Bids with Bid duration of 10 or above days. CWC shall respond to the bidder's representations at least 24 hours before the Bid end date and time on GeM only.
- g) CWC may scrap the tender enquiry without assigning any reason at any time before the signing of the Agreement. In case, the tender enquiry is scrapped, CWC will not be liable for any loss or cost to Bidder. However, EMD, if any deposited by bidder, will be refunded back.
- h) In case any bidder is debarred either during the bidding process or after award of contract, the details of such Debarred bidder will also be published on the website of CWC.
- i) Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/ acceptance of Material/Service) from Government buyers leading to shortfall of Working Capital.
- j) TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers.
- k) CWC has registered / on boarded on all the three RBI authorised service providers of TReDS Platform with following Registration detail:

S no	Service Provider Name	Entity ID
1	Invoicemart (M/S A. TReDS Ltd.)	100001953
2	M1 Exchange (Mynd Solutions Private Limited)	BUYER00029464
3	RXIL (Receivable Exchange India Ltd.)	CE0038528

- l) MSME suppliers shall register themselves with anyone of three services providers of TReDS portal for availing the facility of bill discounting, if they wish to.
- m) Interest on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

6. VALIDITY OF TERMS OF THE BID/ PROPOSAL

- a) Each Bid shall be deemed to be a firm and irrevocable offer, and shall remain valid and open for a period of Ninety (90) days from the opening of Technical Bid.
- b) In exceptional circumstances, such time period may be extended by another thirty (30) days upon mutual consent between CWC and technically qualified bidders through GeM portal only.
- c) After opening of price bids in GeM, the extension will be regularized through GeM with L-1 bidder.
- d) CWC shall raise the request for extension of validity through GeM & bidders shall be required to accept it within 48 hours. Bidder may refuse the request without forfeiture of his EMD.
- e) In case of such extension, the bidder shall not be permitted to modify its original offer/proposal in any respect during the extended period. In case, the consent is not provided by the bidder within stipulated time for extension of bid, the entire tender enquiry shall be scrapped.

7. EARNEST MONEY DEPOSIT (EMD)

a) Submission of EMD:

- (i) Bid must be accompanied with proof of payment of EMD amount as mentioned in Tender Document remitted through Fund Transfer in the bank account mentioned in the Tender Document.
- (ii) Bid not accompanied with EMD shall be liable for summary rejection.

b) Exemption from Submission of EMD:

- (i) The bidder participating under the category MSEs registered on UDYAM portal are exempted from payment of EMD payable to CWC subject to furnishing the proof of they being so registered under the said portal. The Registration of such bidder under MSE Notification should be valid as on last date of submission of tender.
- (ii) Startups certified by Department for Promotion of industry and Internal Trade (DPIIT) are exempted from payment of EMD and should enclose the proof of their being certified with Department for Promotion of Industry and Internal Trade (DPIIT).
- (iii) Additionally, Bidders who are exempted by GeM from submission of EMD will be considered exempted for submission of EMD.
- (iv) The bidders not allowed by GeM for exemption of EMD, such as MSEs who have not updated their status/UDYAM on GeM or Startups who are not registered accordingly on GeM etc., shall not be eligible for exemption of EMD.

c) BID SECURITY DECLARATION (BSD)

- (i) Submission of BSD in the format as per concerned Exhibit attached with this tender document is mandatory for all the bidders who are exempted from submission of Earnest Money Deposit.
- (ii) Non submission of BSD shall lead to summarily rejection of the Bid.

d) REFUND OF EMD

- (i) In case of two packet or two stage bidding, EMD of unsuccessful bidders during first stage i.e. technical evaluation should be returned within 15 days of declaration of result of first stage itself.
- (ii) Earnest money of unsuccessful bidders during second stage i.e. Financial Evaluation, shall be returned within 15 days after the award of contract or expiry of bid validity, whichever is earlier.
- (iii) Earnest money of successful bidder shall be returned within 15 days after receipt of

Performance Security / PBG.

e) FORFEITURE OF EMD & DEBARMENT OF BIDDER

The bidders shall be debarred by CWC for participating in future tender enquiries for a period of two (02) years and EMD will be forfeited, if deposited, in case the bidder:

- (i) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
- (ii) Fails to furnish requisite performance security within stipulated time required as per e-bid; or
- (iii) in the event of bidder, not accepting the offer and/or not formally executing the contract after acceptance of bid/proposal by CWC within the stipulated time period.

8. PRE-BID MEETING

- a) If a Pre-bid meeting is stipulated in the E-Tender Notice, a pre bid meeting shall be conducted before submission of tender documents for clarifying issues and clearing doubts, if any.
- b) The record of such meeting (Response to queries/Clarifications/ Corrigendum etc.) shall be published on the website of CWC, <https://eprocure.gov.in/cppp/> and on www.gem.gov.in at least 07 days before the last date of bid submission.
- c) CWC shall not adopt any separate communication method in this regard other than as mentioned above.
- d) CWC reserves the right to make any alterations in the bid document based on the suggestions/ decisions arrived at the pre-bid meeting.

9. BID SUBMISSION AND AUTHORIZED SIGNATORY

- a) GeM portal shall not allow to submit the bids after the last date and time as depicted in this document. Thus, bidders are requested to kindly ensure timely submission of the bids to avoid last time rush. Any request for extension of timelines owing to Technical Problem in GeM portal etc., due to last minute submission shall not be entertained.
- b) The bidder must furnish full, precise and accurate details in respect of information asked under concerned Exhibits attached with this Tender Document.
- c) Bidder is required to submit an Undertaking on Unconditional Acceptance as per concerned Exhibit attached with this Tender Document.
- d) Bid should be signed by Authorized Signatory by issuing Power of Attorney in the Format prescribed (for guidance only and deviation can be accepted) under concerned Exhibit attached with this Tender Document. All the documents submitted under this tender (Technical/ Pre-Qualification/ Financial document/ Annexures/ Exhibits/ Undertakings or any other document submitted in support of bid) are to be ink signed/ digitally signed by the authorized signatory.
- e) Power of Attorney (POA) to be issued by the bidder in favour of the authorised representative(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder. Any consequence resulting due to such signing shall be binding on the Bidder.
- f) The POA shall be supported by Board Resolution in case of Company/PSU/Statutory Body. Further, POA is not required, in case bid is being signed by Person Authorized by Board of Directors by way of Board Resolution.
- g) The Power of Attorney shall be issued as per the constitution of the bidder as below:
 - i. In case of Partnership: by all Partners or Managing Partner as per Partnership Deed
 - ii. In case of Limited Liability Partnership: by any Person authorized in terms of Deed of LLP
 - iii. In case of Company/PSU/Statutory Body: by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly signed by Company Secretary / MD / CMD / CEO.
 - iv. In case of Cooperative Society: by Managing Members of Cooperative Society or by the designated member authorized under Bye Laws.

- h) The Power of Attorney/Board Resolution should be valid till award of contract / order to successful bidder.
- i) Bidder shall submit their offer in electronic format on GeM portal (www.gem.gov.in) on or before the scheduled date and time as mentioned on GeM portal. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.
- j) Advisory for using Digital Signatures while submitting the bid:**
 - i. On GeM, bidders can upload their supporting documents against respective fields/criteria. As such, bidder can manage their documents in multiple PDFs having size less than or equal to 10 MB.
 - ii. The Authorized Signatory can sign digitally on each PDF document (Preferably on last page of each PDF). Signing Digitally on each page of a PDF document shall not be required.
 - iii. However, bidders may ensure that once digitally signed, there must be no editing on the signed PDF such as merging with other files/ de-merging etc.
 - iv. Bidders must ensure that CWC should be able to validate the signatures. The Bidders can verify the same by using steps detailed under “ <https://cewacor.nic.in/docs/VDS.pdf> “, before uploading the documents.

10. AMENDMENT OF BIDDING DOCUMENTS

- a) At any time prior to the 'Bid Submission Date', CWC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing corrigendum.
- b) Any corrigendum thus issued shall be an integral part of the Tender Document and shall be published on the GeM portal, CPP Portal and website of the CWC. Bidders have to take into account all such corrigendum before submitting their Bid.
- c) CWC, if considered necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof. In any case and as per mandate of GeM, minimum 7 days will be given after publishing of Corrigendum.
- d) All such communications shall be published on GeM and www.cewacor.nic.in and on <https://eprocure.gov.in/cppp/> . No other mode of communication shall be adopted.

11. DESCRIPTION OF THE SELECTION PROCESS

The selection process would consist of the online submission of proposal/bid by the interested parties in response to this NIT. The proposals received would be subject to a two-step evaluation as below:

Step 1: Technical Evaluation based on documents submitted

Step 2: Financial Evaluation based on financial bid submitted.

a) Opening and evaluation of technical bid:

- i. The Technical Bid of the bidder would be opened on the specified date and time as per Notice Inviting Tender (NIT) at the CWC, Regional Office in the presence of one representative from each bidder, if deputed.
- ii. Bidder to note that the Financial Bid should be submitted separately and independent of the technical bid. In case, financial bid forms part of the technical bid, the bid shall be summarily rejected by CWC.
- iii. The objective of the technical evaluation process is to select bidder(s) who have the commercial and operational strength to provide the services. The bid(s)/proposal(s) shall be evaluated as per the criteria specified in Tender Document. However, within the broad

framework of the evaluation parameters as stated in this Tender Document, CWC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.

b) Obtaining Missing Documents and Specific Clarification:

- i. Except the mandatory documents that are to be submitted by the bidder, the CWC, if necessary and at its sole discretion, may ask the tenderer for any specific information/clarification/document. The required clarification and missing document(s) may be asked from only those bidders who have fulfilled the minimum eligibility criteria and it must be uploaded within time specified in GeM Bid Document.
- ii. The shortfall information/ documents shall be sought only against the documents/information already submitted by the bidder in technical documents and also in case of historical documents which pre-existed at the time of the tender opening & have not undergone any changes since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of tender, only related shortfall documents shall be solicited and considered. For e.g., if the bidder has submitted a supply order without its completion/ performance certificate, the certificate can be solicited and considered. However, no new supply order shall be solicited / considered during the clarification.
- iii. The missing documents to be submitted should not be of a date later than the date of submission of original bid, however, for example, Net Worth Certificate, Affidavit of Proprietary Firm, Undertaking, Declarations and General Details of Bidder, and Pre-Contract Integrity Pact submitted as missing documents can be of a date after the date of submission of original bid.
- iv. CWC well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), clerical errors, signature missing on any page which does not constitute a material deviation.
- v. The required clarification and missing document(s) may be solicited by the CWC from bidders through GeM only.
- vi. The request for clarification and missing document(s) by the CWC and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.
- vii. The tenderer has the option to respond or not to respond to these queries. If the tenderer fails to respond, within the stipulated time period or the clarification(s)/and missing document(s) submitted 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.
- viii. All the responses to the clarifications and missing document(s) will be part of the Proposal of the respective tenderer and if the clarifications and missing document(s) are in variance with the earlier information in the proposal, the information provided in later stages shall prevail over the earlier information for the technical evaluation process.
- ix. The procedure followed for soliciting the Technical Clarifications shall be as per the procedures stipulated by GeM. The bidder shall be required to submit the clarifications within the stipulated time as mentioned in the bid. Earliest reply must be ensured by the bidders as CWC shall not be liable for any Technical Issue in GeM platform. The bidders may contact GeM helpdesk for any support/ clarifications.
- x. After expiry of prescribed time, CWC shall download the clarification and missing document(s) submitted by the bidder.
- xi. Bidder to refer clarification and missing document(s) manual available on GeM portal <https://www.gem.gov.in> or seek assistance from the Helpdesk.

c) Rejection of Bid

The CWC will scrutinize the bids received to see whether they meet the basic requirements as incorporated in the bid document. The bids which do not meet the basic requirements shall be

treated as unresponsive and ignored. The following are grounds due to which a bid may be declared as unresponsive and will be ignored/rejected during the initial scrutiny:

- i. The bid or the bid document(s) is/are not legible;
- ii. Required EMD has not been deposited by Non exempted bidder or Bid Security Declaration as per format of the concerned Exhibit attached with this document has not been received from Exempted Bidders;
- iii. The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- iv. The bidder has not quoted for all the items, as specified in Financial Bid.
- v. The bidder has not agreed to all the Contract conditions and submitted conditional/qualified bid.
- vi. Financial bid forms part of the technical bid, the bid shall be summarily rejected by CWC
- vii. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm)

d) FINANCIAL BID EVALUATION

- i. Bidder to note that the financial bid should be submitted separately and independent of the technical bid. In case, financial bid forms part of the technical bid, the bid shall be summarily rejected by CWC.
- ii. The bidder has to quote service charges in Percentage (%) including GST (on service charge) at relevant place on GeM.
- iii. CWC may reject un-justified/incomplete price bids during the financial evaluation. The decision of Tender Awarding Authority in this regard shall be final and binding.
- iv. **As per DOE guidelines, Service charges incl. GST to be quoted by bidder shall range between 3.85% to 7%.**

e) SELECTION OF LOWEST BIDDER

- a) The lowest rate shall be calculated by GeM based upon the service margin quoted by the bidders. The tenderer quoting the lowest service charge will be declared L-1.
- b) In case where more than one bidder is found to have quoted identical lowest bid price, CWC shall place the contract by selection of a bidder amongst the L-1 bidders through Auto run L1 executed by GeM.
- c) In case purchase preference is applicable to MSE or MII, L1 will be decided after adoption of due procedure on GeM.

f) CONTACTING CWC 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 CWC on any matter relating to the submitted bid. If a Bidder needs to contact the CWC 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 CWC 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.

12. BID PRICES

- a) **Competitive and Independent Prices:** - The prices should be arrived 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.
- iv. 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.

b) Price Components

- i. 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, Successful Bidder Profit, Water charges, cost of incidental goods & services, cost towards testing and measurement and Taxes as applicable.
 - ii. 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.
 - iii. 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.
 - iv. Central Warehousing Corporation will not entertain any claim, whatsoever in this respect.
- c) 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.

13. CHANGE IN CONSTITUTION OF BIDDING ENTITY/SUCCESSFUL BIDDER

- a) Once the tender has been submitted, the constitution of the Partnership firm/LLP 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.
- b) The Successful Bidder shall not, during the currency of the contract, make any change in its constitution, without the prior approval of the CWC.
- c) The Successful Bidder shall immediately notify to the CWC in case of happening of an event that leads to an automatic change in its constitution. On receipt of such notice, the CWC shall have the right to terminate the contract, if it deems so fit.
- d) 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.
- e) Any change in the constitution of Partnership firm after award of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed.
- f) Failure to observe this requirement shall be considered a breach of the contract conditions liable for termination of the contract.
- g) 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. 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 termination of the contract.

14. VERIFICATION OF ORIGINAL DOCUMENTS

- a) CWC, 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.

- b) 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.
- c) 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 CWC reserves the right to terminate the contract, forfeit of EMD and encashment of Performance Security, 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 CWC for next two (02) years.

15. PERFORMANCE SECURITY {BANK GUARANTEE}

- a) Successful bidder is required to submit Performance Security in the form of Bank guarantee (BG) issued in the format attached with this Tender Document from Scheduled Commercial Bank @5% of the award value including GST.
- b) Bank Guarantee must be valid for at least **60 days from** the scheduled completion of Contract with claim period of at least **6 months beyond** the expiry of Bank Guarantee.
- c) Performance Security must be submitted by Service provider within 15 days of award of contract on GeM or as per the date mentioned in the LOA. The payments to the service provider shall become due only after receipt of Performance Security and verification of its genuineness. No interest shall be payable upon the BG under the Contract.
- d) In case of failure to deposit the Bank Guarantee by the Successful Bidder within stipulated time, an extension of maximum additional 15 days can be granted by the CWC at its discretion however, such an extension shall be subject to a levy of penalty at the rate of 0.1% per day of delay of the amount of such BG.
- e) If the successful bidder, having been called upon by CWC to furnish BG, fails to do so within the period as specified above and even up to last date of extended period, if extended, the contract shall be terminated without any notice to successful bidder, duly forfeiting EMD and other dues, if any payable against the contract. The failed successful bidder shall be blacklisted and debarred from participating in future tender of the CWC for next two (02) years from the date of debarring.
- f) In case, when bidder, whose bid has been accepted, fails to sign the contract as may be required, or fails to provide (BG) as may be required for the performance of the contract or otherwise withdraws from the procurement process, the CWC shall cancel the procurement process.
- g) If requested by the CWC due to change in date of completion of Contract, the successful bidder agrees to extend the validity period of the Bank Guarantee or to issue a further Bank Guarantee in the event that the duration of this Contract is, for any reason, extended beyond such validity date.
- h) If the successful bidder fails or neglects to observe or perform any of his obligations under the contract or fails to extend the validity of submitted Bank Guarantee, it shall be lawful for the CWC to forfeit either in whole or in part, the Performance Security furnished by the successful bidder.
- i) In case, some partial amount is to be recovered by CWC from successful bidder, then CWC may revoke the complete BG and can recover the desired amount. The balance amount shall be paid back to the service provider as and when new BG of full amount is submitted by the successful bidder.
- j) Upon satisfactory performance of the Services and on completion of all the obligations by the Successful Bidder under the terms of the Contract, the successful bidder shall raise a request of refund of Bank Guarantee along with no dues certificate. Upon receipt of the same CWC shall process the

refund of BG, if found valid.

- k) If the Successful Bidder had previously held any contract and furnished Performance Security /Security Deposit, the same shall not be adjusted against this Contract and a fresh Performance Security shall be required to be furnished.

l) SFMS Verification of Bank Guarantee:

- a) The bank guarantee submitted by the successful bidder shall be verified online through SFMS and no physical verification will be conducted.
- b) For this purpose, 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:
- c) MT760 COV for issuance of bank guarantee.
- d) MT767 COV for amendment of bank guarantee.
- e) Issuing bank shall mention CWC beneficiary code i.e. CENTRALW27112020 in field 7037 of MT760 COV / MT767 COV.
- f) The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.
- g) The BGs not complying to the SFMS guidelines stipulated above, shall not be accepted.

16. EXECUTION OF THE CONTRACT

- a) The details of award of contract shall be published by CWC on website of CWC { https://cewacor.nic.in/MasterStatic/Contract_awarded} and CPP portal { <https://eprocure.gov.in/cppp/>}.
- b) The successful bidder shall be required to accept the contract order placed by CWC through GeM. For assistance in accepting the contract order on GeM, the bidder may contact GeM helpdesk.
- c) The signing of contract shall take place within 15 days of date of award of LOA/ contract order through GeM to successful bidder by CWC.
- d) During the signing of contract, following activities shall take place: -
 - i. The bidder shall be required to enter into a contract with the CWC strictly in the format of Agreement attached under Concerned Exhibit of this Tender Document. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value.
 - ii. Submission of Performance Bank Guarantee.
 - iii. The successful bidder shall sign and stamp the complete tender document along with Corrigendum(s) issued (if any) and bid documents submitted by successful bidder during Technical/ Financial Bid or Clarifications documents etc.
 - iv. The bidder shall be required to sign Non-Disclosure Agreement (NDA) and Service Level Agreement (SLA) on non-judicial stamp paper of appropriate value.
 - v. (If Applicable) The Bidder/s shall require to sign the Integrity Pact with CWC strictly as per format attached in concerned Exhibit with this Tender Document on a Non-judicial stamp paper of Appropriate value.
- e) The contract shall be executed within 15 days of date of award of LOA/ contract order through GeM to successful bidder by CWC, failing which the Contract is liable to be terminated.
- f) The Tender Accepting Authority may at his discretion, however, on a specific request by the successful Bidder, give additional time to the Bidder to execute the Agreement.

17. DISQUALIFICATION CONDITIONS

- a) Unless considered for dis-qualification under any other clause of this tender document, the bidder may also be dis-qualified for following reasons:
- b) Bidders who have been blacklisted or otherwise debarred by CWC or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission will be ineligible, during the period of such blacklisting.
- c) Bidders contract should not have been terminated for Bidder's default by CWC or any department of Central or State Government or any other Public Sector Undertaking during the last five years as

on last date of submission of bid.

- d) If the proprietor / any of the partners of the Bidder firm / any of the Director of the Bidder company have been, at any time, convicted by a court, for an offence, such Bidder will be ineligible.
- e) Any qualified/conditional bid shall be liable for outright rejection by CWC without assigning any reason whatsoever.
- f) Bidders needs to submit a Declaration to this regard, as per relevant exhibit attached in this tender document.
- g) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company) will render the Bidder disqualified.
- h) A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.

18. TRANSFER AND SUBLETTING OF THE CONTRACT

- a) The successful bidder shall not sublet, transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is stipulated in this contract, or any part thereof.
- b) In case, it is found that the bidder has transferred or has sublet the contract, then CWC may terminate the Contract under Default by bidder and shall levy necessary penalties as per the concerned Termination Clause.

19. CODE OF INTEGRITY

Successful Bidder should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts, failing which CWC may consider the bid to be non-responsive & may reject the bids or to terminate the contract: -

- a) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- b) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- c) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the CWC, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- d) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- e) **“Conflict of interest”**: A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder: -
 - i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - ii. receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
 - iii. has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize 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 Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
 - iv. 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 CWC regarding this Tender process; or
- v. 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-Successful Bidder 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-Successful Bidder in more than one bid; or
 - vi. has a close business or family relationship with a staff of the CWC 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 CWC throughout the Tender process and execution of the Contract.
- f) **“Obstructive practice”**: materially impede the CWC’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the CWC’s rights of audit or access to information.

20. INTELLECTUAL PROPRIETARY RIGHTS AND OWNERSHIP

- a) All rights, title and interest in the successful bidder’s provided services to CWC and in any process followed by successful bidder for the provision of any services here under shall always vest in CWC, unless the services are of proprietary in nature.
- b) Copying of the software application data of CWC, if any accessed by successful bidder during their engagement with CWC, except for specified purposes, are expressly prohibited.
- c) The successful bidder shall ensure that the documents, data, information etc are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by CWC. The confidential information will be safeguarded and the shall take all necessary actions to protect CWC and its customers, and Government of India’s interest against misuse, loss, destruction, alterations or deletions thereof. Any violation of the same will be liable for action under the law, which shall entitle CWC to claim damages from the apart from taking action under the appropriate law. This is an irrevocable condition and it will continue to be in force even if the agreement between the CWC and is terminated.

21. PROCEDURE FOR BLACKLISTING/ DEBARRING ANY BIDDER

- a) In the event where CWC blacklist or debar any bidder or firm owing to any reason as stipulated in this tender document, then the same shall also mean debarring/ blacklisting of: -
 - i. Proprietor in case of proprietorship firm(s).
 - ii. All Partners in case of Partnership firm(s)/ LLP firm(s).
 - iii. All Directors in case of Pvt Ltd/ PSUs/ any company under Companies Act 2013.
 - iv. All members of the Co-Operative societies.
- b) The address and details of the blacklisted/ debarred firm(s) including the details and names of proprietor/ partners/ directors/ members, as per information available in the Technical Bid or through websites on Public Domain, shall be published on the website of CWC and CPP portal along with the period of blacklisting or debarment.

22. VITIATION AND SETOFF

- a) **VITIATION**: - During the contract period, CWC shall keep a check by comparing the total value of contract including the itemized rate quoted by bidder and quantity with all other bidder’s total

contract value, including the itemized rate quoted by them, to determine whether the contract is getting vitiated. In case, there is vitiation, then the vitiated amount shall be recovered from the successful bidder's bill/ BG.

- b) **SETOFF:** Any sum of money due and payable to the Successful Bidder under this contract may be appropriated by the CWC and set-off against any claim of the CWC for the payment of any sum of money arising out of or under any other contract made by the Successful Bidder with the CWC.

23. PUBLIC PROCUREMENT POLICY

a) Purchase Preference to Make in India (MII)

To encourage "Make in India" and promote manufacturing and production of goods & services in India with a view to enhance income and employment, Department of Promotion of Industries and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India issued Public Procurement (preference to Make in India), Order 2017. The order is issued pursuant to Rule 153 (iii) of GFR 2017. The order is applicable on the procurement of goods, works & services. For the purpose of this order:

1. The bidders eligible under the definition of Class-I (having local content of goods/ services more than or equal to 50%) & Class-II (having local content of goods/ services more than or equal to 20% to 50%) Local Supplier **shall only be eligible to participate.**
2. Non-Local suppliers i.e. suppliers having local content less than 20% shall not be eligible to bid i.e. **Bids having a local content of less than 20% shall be summarily rejected.**
3. The purchase preference shall be given to **Class-I local suppliers only.**
4. **Class-II local supplier will not get purchase preference.**
5. **Verification of local content:**
 - (a) The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of **local content and provide self-certification (As per format attached under concerned Exhibit)** that the goods/ services offered meets the local content requirement for Class-I local supplier/ Class-II local supplier, as the case maybe They shall also give details of the location(s) at which the local value addition is made.
 - (b) Decisions on complaints relating to implementation of this Order shall be taken by the Tender Awarding Authority which is empowered to look into procurement-related complaints relating to the CWC.
 - (c) False declarations will be in breach of the Code of Integrity and necessary action as per Terms of Tender will be initiated.
 - (d) Any bidder who has been debarred by any Organization for violation of this Order shall not be eligible for preference under this Order for procurement by any other CWC for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.
 - (e) Non-submission of proof, as per Exhibits mentioned above, shall lead to consideration of the bidders as non-local supplier and price preference related to Make in India shall not be provided.

b) Purchase Preference for Micro and Small Enterprise

1. The bidder must ensure that they are registered & verified on GeM as MSE and should apply for price preference while submitting the bid, if eligible.
2. **In case, the eligible bidders for price preference under MSE policy, do not apply for MSE price preference while submitting the bid on GeM, then no price preference shall be provided** and CWC shall not be liable for providing any clarification to the bidder.

3. MSEs are advised to update their latest status on GeM portal also to avoid complications during the evaluation. CWC shall verify the MSE status of the Bidder based on the submitted valid UDYAM registration number before giving any type of exemption/preference under this Tender.
 4. The benefit of policy is not extended to the traders/dealers/Distributors /Stockiest/Wholesalers.
- c) The price preference shall be ensured in line to the guidelines by Government of Expenditure for concurrent application of public procurement policy for MSEs & MII and as updated time to time. The process flow stipulated on GeM platform for price match request shall be adopted which shall be final and binding on CWC as well as on the bidders.
- d) **Compliance of Restrictions on procurement from a Bidder of a Country which shares Land Border with India: -**
- a. Any bidder from a country which shares a land border with India will be eligible to bid in this Tender only if the Bidder is registered with the Competent Authority as defined in GFR issued by the Department of Expenditure, Ministry of Finance, Government of India.
 - b. Such Bidder shall need to submit an undertaking as per Rule 144 (xi) of the General Financial Rules (GFR).
- e) **Note: -**
- i. Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.
 - ii. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of submission of Bid. If the Bidder was validly registered at the time of submission of bid, registration shall not be relevant consideration during contract execution.

24. CORPORATION INFORMATION

- a) The CWC shall provide the Corporation Information to the Successful Bidder as specified in the Scope of Work. The CWC makes no representation or warranty as to the accuracy or sufficiency of the Corporation Information.
- b) The Successful Bidder shall review the Corporation Information and shall promptly notify the CWC of any inaccuracies, omissions, contradictions or ambiguities in the Corporation Information.
- c) All CWC Information shall at all times remain the exclusive property of the Corporation and shall be returned to the CWC on completion of the Services or termination of the Contract, whichever is the earliest.
- d) The Corporation Information may be updated or re-issued to the Successful Bidder from time to time during the carrying out of the Services.
- e) The Successful Bidder shall not diverge from or change the requirements or parameters referred to in the CWC Information or the Scope of Work without the prior written approval of the CWC.
- f) **Deemed Satisfaction: -** Notwithstanding the provision of the Corporation Information, the Successful Bidder acknowledges that it has satisfied itself in respect of all relevant matters pertaining to the Services, including, but not limited to, the Scope of Work, the nature of the Services, knowledge of Site/ place of operation, size of the place of operation, access to the Site, local facilities, climatic, sea, other water and weather conditions, working hygiene and working environment conditions, any security, fire, safety or other regulations which may affect the execution of the Services, existing facilities and all matters whatsoever affecting the execution of the Services and all other matters which may affect the performance of the Services. Any failure by the Successful Bidder to take into account any of the aforementioned matters shall not relieve or excuse the Successful Bidder from any of its responsibilities, liabilities or obligations hereunder or entitle the Successful Bidder to any extra payment.

25. HEALTH, SAFETY AND ENVIRONMENT

- a) **Safety:** The Successful Bidder shall observe and comply with all laws, regulations, restrictions, guides and issued by any authority having jurisdiction in the respect of the Site relating to health, safety and environment.
- b) **Obligations of Successful Bidder:** It shall be the Successful Bidder 's obligation to determine at all times whether the Services can be safely continued or undertaken including, without limiting the generality of the foregoing, determining by the Successful Bidder 's own inspection that all Successful Bidder 's Equipment is loaded and/or stored in a proper and safe manner and that the Successful Bidder 's Equipment is in all respects suitable to undertake the Services in the then existing conditions. Further, Successful Bidder shall ensure that equipment or rubbish in any form originating from the Services will be collected promptly in a place at the Site suitable for ready and prompt removal there from.
- c) **Responsibility for Safety of Successful Bidder's Personnel:** The Successful Bidder Shall,
 - i. throughout the duration of the Contract be responsible for the safety of their Personnel and agrees that the Successful Bidder 's Personnel, whilst on the Site.
 - ii. at all times provide appropriate and adequate personal protective equipment and safety equipment to their Personnel.
 - iii. have proper arrangements in place for the effective supervision of the execution of the Services by their Personnel so as to ensure safe and proper execution of the Services.
- d) **Compliance with CWC's Instructions:** Without prejudice to the foregoing provisions of this Clause, the Successful Bidder shall comply with all safety instructions of the CWC consistent with the provisions of the Contract including, without limitation, the safety instructions of any of the CWC's other service providers.
- e) **Emergency:** Notwithstanding any other provisions of this Clause, the CWC shall be entitled in the event of any emergency (including, without limitation), with immediate effect, to direct the Successful Bidder 's Personnel as it considers fit and to use as it considers fit all or part of the Successful Bidder 's Equipment, if any.
- f) **Reporting:** The Successful Bidder shall immediately inform the CWC in writing when an incident or accident occurs (including, without limitation, any fatality, lost time incident, medical treatment case, first aid case near miss or any other loss related incident) in any way connected with the Services, whether or not it may affect any operations of the Corporation or the operations of others working on behalf of the CWC, and shall maintain accurate records thereof. Any fatality or major accident or incident shall be reported to the Corporation within 24 hours of occurrence.

26. REPRESENTATIVES

a) CWC's Representative

- i. The Tender Awarding Authority or any official appointed by CWC shall act in full charge of the Services and shall have full authority to liaise with the Successful Bidder 's Representative(s) to resolve all day-to-day matters.
- ii. Further, CWC's representative shall monitor the performance of the Services and shall have the authority necessary to enforce the provisions of this Contract.
- iii. CWC's representative shall be entitled to inspect the Services and all documentation relating thereto at any time.
- iv. The Successful Bidder shall direct all matters relating to the Contract to the CWC's representative and shall act only in accordance with their instructions.

b) Successful Bidder's Representative

- i. The Successful Bidder's Representative(s) shall act in full charge of the Services and shall have full authority to liaise with the CWC's Representative to resolve all day to day matters which may arise between the Successful Bidder and the CWC.

- ii. It shall be the duty of the Successful Bidder and/or its Representative to be in regular contact with the offices of the CWC's representative.

c) Change of Representatives

Either Party may:

- a) revoke the appointment of any person appointed as that Party's representative and may appoint another person as representative in his/her place; or
- b) appoint any person to be an additional representative for a stated purpose.
- c) Any change of Successful Bidder's representative shall not be effective until a written notice of the same is given to the CWC's representative.

27. DATA

- a) **Delivery of Data:** - The Successful Bidder shall deliver to the Corporation or to any other party designated by the Corporation, all Data, promptly on obtaining such Data. In the event of suspension or termination of the Contract, the Successful Bidder shall immediately deliver to the Corporation all undelivered Data. The Successful Bidder may not retain copies of such Data unless it shall have first obtained the Corporation's written consent. The Successful Bidder shall take all possible measures to ensure that no magnetic medium (tape, disk or other) will be passed through, or otherwise come into the vicinity of, any form of magnetic device during transport of the Data. Prior to the transport of any Data by the Successful Bidder, the Successful Bidder shall advise the Corporation's Representative of the shipping and packing details.
- b) **Ownership of Data:** - All Data shall be the property of the Corporation from the date of its creation or development. No Data created or developed by the Successful Bidder under this Contract shall become the property of the Successful Bidder; provided that the risk and responsibility for the loss of, or damage to, any Data shall remain with the Successful Bidder until delivery of such Data to the Corporation.
- c) All Data shall be fit for the purposes specified in the Contract.
- d) All items created or developed by the Successful Bidder outside the Contract shall remain the property of the Successful Bidder, provided that the Corporation shall have the right to use any such item where it is provided to the Corporation as part of the Services.

28. COMPLETION OF THE SERVICES

- a) **Notification by the Successful Bidder:** - Upon completion of the Services (or any part thereof), the Successful Bidder shall notify the Corporation.
- b) **Completion Certificate:** - Where the Corporation agrees that the Services (or relevant part thereof) have been completed in accordance with the Contract, the Corporation may issue a completion certificate (the "Completion Certificate") to the Successful Bidder. Issue of a Completion Certificate by the Corporation shall not relieve the Successful Bidder of any of its obligations and/or liabilities under the Contract.

29. PAYMENT

- a) Bills
 - (i) The Successful Bidder shall submit the bill(s) to the Corporation, mandatorily digitally signed through Bill Tracking System (BTS). It is to note here that No bills submitted other than through Bill Tracking System (BTS) shall be accepted.
 - (ii) In case of abnormal delay in submission of bill (i.e. more than 30 days from the due date of submission), the Successful Bidder shall be liable for penalties on account of statutory default of GST laws, Income Tax and/or any other law time being in force. The decision of the Corporation in this regard shall be final and binding on the Successful Bidder.
 - (iii) The supporting documents, as stipulated under the payment terms, shall also be required to be submitted along with the digitally signed invoice through Bill Tracking System (BTS).

- (iv) Additionally, The Successful Bidder shall submit the following information/ documents to the Corporation unless specifically exempted by the Corporation representative in writing:
 - i. Copy of the Permanent Account Number ('PAN') card issued by the Indian Tax authorities,
 - ii. Certified copy of the Certificate issued by Indian Tax Authorities, enabling the Corporation to make payments to the Successful Bidder after deduction of such taxes as per prescribed rate(s) in the Certificate.
- (v) The Successful Bidder shall submit its bill(s) in the format prescribed as per GST Rules.
- (vi) Any bill not complying with the provisions hereof will be returned by the Corporation to the Successful Bidder whereupon the Successful Bidder shall submit a rectified bill through Bill Tracking System (BTS). The Corporation shall make payment of such rectified.
- (vii) No payment made by the Corporation shall be construed as acceptance in whole or in part of the performance by the Successful Bidder of any of its obligations under this Contract.
- (viii) All items provided by the Successful Bidder under the provisions of this Tender terms that are expressly stated therein to be reimbursable by the Corporation shall be billed to the Corporation with detailed supporting documentation.
- (ix) The Successful Bidder registered under GST shall ensure that the invoice to be raised upon the Corporation is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by Corporation.
- (x) The Corporation reserves the right to release the payment of GST amount only post matching of the invoices in the GSTN System.
- (xi) This shall further be ensured by the Successful Bidder registered under GST that the invoice raised by Successful Bidder during a month is appropriately reported in the GST Returns of the said month.
- (xii) GST or any other tax on input material or services used by Successful Bidder in respect of this contract shall be payable by the Successful Bidder and Central Warehousing Corporation will not entertain any claim whatsoever in this respect.
- (xiii) Corporation is leveraging Bill Tracking System (BTS) for issuance of TDS certificate to its vendors/contractors. Successful bidder during the course of contract shall download the TDS Certificate from portal of Bill Tracking System (BTS) of Corporation by using their login id and password.**
- b) **LIENS:** - The Successful Bidder shall not claim any lien, charge or the like on any aspect of the Services or on any property of the Corporation Group. The Successful Bidder shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any lien, charge or the like created or caused by any member of the Successful Bidder Group arising out of or in connection with the performance of this Contract. Further, without prejudice to the generality of this clause, should any act or omission of the Successful Bidder Group result in any lien, charge or the like existing upon the property of the Corporation Group after all payments hereunder have been made, the Successful Bidder agrees to refund to the Corporation upon demand all monies that the Corporation Group may be compelled to pay to discharge any such lien.
- c) **PAYMENT UPON COMPLETION:** - Following the expiry or termination of the Contract, the Successful Bidder shall prepare and submit to the Corporation within 60 (sixty) days a statement in the form of a final account, specifying the outstanding amounts which the Successful Bidder intends to the Corporation for payments due to the Successful Bidder in accordance with the provisions of this Clause. The Successful Bidder shall submit to the Corporation its final bill in respect of such statement within 60 (sixty) days of the date of the expiry or termination of the Contract and shall confirm in writing to the Corporation that such bill constitutes the final demand for all outstanding sums due to the Successful Bidder under the Contract. Following the expiry or termination of the Contract, the Corporation shall not be

required to make payment of any bill not received in accordance with this clause.

30. TAXATION

i. Definitions

For the purposes of this Clause:

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" means the Government of India/ National Government or Authority of the country, competent to levy any Tax.
- (c) "State Government/Local Authority" shall mean to include the Government at the State Level and local and/or other statutory authorities, competent to levy any Tax and shall also include local, administrative and municipal body(s).

ii. Person Responsible for payment of taxes: - Except as may be expressly set out in this Contract, the Successful Bidder shall be responsible for:

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

iii. Except as may be expressly set out in this Contract, the Corporation shall only be responsible for:

- (a) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the services, provided to the Corporation by the Successful Bidder (hereinafter referred to as "GST");
- (b) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Successful Bidder as a result of the performance of this Contract.

iv. Withholding taxes and Withholding Tax Certificates: -

- (a) The Corporation shall, at the time of its payments due to the Successful Bidder, withhold the necessary taxes at such rate as is required by any Government Authority and/or State Government/Local Authority, unless and to the extent that the Successful Bidder shall produce to the Corporation any certificate issued by a Government Authority and/or State Government/Local Authority (having authority to issue such certificate) entitling the Successful Bidder to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.
- (b) The Corporation shall provide the necessary withholding tax certificates to the Successful Bidder within the time stipulated by the relevant law to enable the Successful Bidder to file the same with the Government Authority and/or State Government/Local Authority, as a proof of payment of such taxes.

v. Person Responsible for filing of returns / information to Government Authority and/or State Government/Local Authority: -

- (a) The Successful Bidder shall be responsible for filing all necessary Tax Returns (including, without limitation, returns for Corporate Income Tax, Personal Income Tax)

with the relevant Government Authority or State Government/Local Authority in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authority or State Government/Local Authority.

- (b) The Corporation, with respect to the tax withheld from the Successful Bidder in accordance with this Clause, shall be responsible for filing the withholding tax returns with the relevant Government Authority or State Government/Local Authority, in accordance with applicable statutory requirements.

vi. Corporation's rights, if treated as representative assesses by Government Authorities: - In certain situations, a Government Authority or State Government/Local Authority, may treat the Corporation as the representative assesses of the Successful Bidder and recover the Taxes due to the Government Authority or State Government/Local Authority, by the Successful Bidder from the Corporation. In such situations, the Corporation shall have the following rights:

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

vii. Indemnity: - The Successful Bidder shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any Taxes which may be levied or imposed on the Successful Bidder by the Government Authority/ State Government/ Local Authority arising out of or in connection with the performance of this Contract.

viii. Change in Law: - If, after the Effective Date of this Contract, there is any change in law which results in a change in the rate of any Tax included in the Successful Bidder 's prices or rates or the introduction of a new Tax, such would not have an effect over the obligation(s) of the respective parties for payment of such taxes as referred in Clause (Person Responsible for payment of taxes).

31. INDEMNITIES

a) General

- i. The indemnities granted in this Clause shall be full and primary notwithstanding the provisions of Insurance Clause.
- ii. Each Party shall give the other prompt notification of any claim with respect to any of the indemnities hereunder, accompanied by full details of the circumstances of any incident giving rise to such a claim.

b) Property and Injury to Personnel

- i. The Successful Bidder shall be liable for, and shall defend, indemnify and hold the Corporation harmless from and against any Claim in connection with:
 - (a) loss of or damage to the property of the Successful Bidder (including, but not limited to, the Successful Bidder's Equipment); and
 - (b) death or sickness of or injury to any member of the Successful Bidder (including, but not

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

- c) **Third Party Liability:** - The Successful Bidder shall be liable for, and shall defend, indemnify and hold the Corporation harmless from and against any Claim in connection with:
 - (a) loss of or damage to any Third-Party property; and
 - (b) death or sickness of or injury to any Third Party

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

32. VARIATIONS

a) General

- (a) No adjustment to the Services, the prices and/or rates set out in the contract or any date specified in the Agreement for performance of the Services shall be valid unless a variation order has been issued in writing by the Corporation (a "Variation Order"). No additional work or services shall be commenced by the Successful Bidder prior to the Corporation issuing a Variation Order in respect of such work or services.
- (b) A Variation Order shall in no way affect the rights or obligations of the Parties except as expressly provided in that Variation Order. Any Variation Order shall be governed by the provisions of the Contract.

b) Corporation's Right(s)

- (a) The Corporation may at any time issue a Variation Order to the Successful Bidder requiring the Successful Bidder to alter, amend, omit, add to, accelerate, re-programme or otherwise vary any part of the Services. Upon receipt of a Variation Order the Successful Bidder shall proceed immediately as instructed, and any necessary adjustment to prices and/or rates or dates for performance shall be subsequently made in accordance with Clause (b) below.
- (b) Notwithstanding Clause (a) above, the Corporation shall as far as reasonably practicable before issuing a Variation Order advise the Successful Bidder of the proposed variation and request the Successful Bidder to provide an estimate of the effect (if any) on the prices and/or rates and/or dates for performance such variation would have. Such estimates shall be provided by the Successful Bidder within 3 days of a request by the Corporation and if agreed to by the Corporation shall be recorded in a Variation Order
- (c) Where the Corporation has issued a Variation Order in accordance with Clause (Variations), the Parties shall use all reasonable endeavors to agree on fair and reasonable adjustments to the prices and/or rates and/or dates for performance, which shall, to the extent possible, be based on the existing prices and/or rates and/or dates for performance specified in the Contract. Such adjustments shall be recorded in a further Variation Order.

33. BUSINESS ETHICS

- a) The Successful Bidder shall at all times perform this Contract in a lawful manner consistent with the highest ethical standards and principles, including strict adherence to the Business Ethics. The Successful Bidder shall not at any time enter into any arrangement with personnel, officers or agents of the Corporation or its employees, officers or representatives.
- b) In conducting its business, Successful Bidder shall not, at any time, either directly or indirectly, in the name of, on behalf of, or for the benefit of the Corporation, offer, pay, promise to pay, or

authorize the payment of any money and/or gift, or offer, give, promise to give, or authorize the giving of anything of pecuniary value or otherwise to (a) any official, employee, agent, or representative of any government, or any government department, agency, or instrumentality thereof; (b) any political party or official thereof, or to any candidate, nominated or otherwise, for political office; or (c) any official, employee or agent of the Corporation; in each case for the purpose of influencing any act or decision of such official, employee, agent, party, or candidate or inducing such official, employee, agent, party, or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, agent, party, or candidate, or securing any improper advantage for or otherwise promoting the business interests of the Successful Bidder in any way. Successful Bidder shall require each of its directors, officers, agents, consultants and suppliers to comply with the provisions of this clause.

- c) In the event corporation believes that the Successful Bidder is engaged in corrupt practices or is acting in contravention of the aforesaid provisions defined in this clause, during the existence of this Contract, Corporation shall have the right to take appropriate action, which may include the immediate termination of this Contract.

34. GENERAL LEGAL PROVISIONS

- a) **Amendment:** - This Contract shall not be amended except by an instrument in writing expressed to be an amendment or variation hereto and executed by the Parties.
- b) **Waiver:** - No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Contract shall be interpreted as a waiver of such terms and conditions.
- c) **Retention of Rights:** - **Except** in respect of the indemnities granted pursuant to Clause (Indemnities), unless otherwise specifically stated, both the Corporation and the Successful Bidder shall retain all rights and remedies, both under the Contract and at law, which either may have against the other.

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

d) Notices

- (a) All notices under this Contract shall be in writing and shall be served to the respective address and/or fax number set out in the Contract. Either Party may from time to time change its address and/or fax number for service herein by giving written notice to the other Party.
 - (b) Any notice may be served by hand delivery to a Party at its address for service hereunder or by facsimile transmission or by mail.
 - (c) Any notice given by hand delivery shall be deemed to be given at the time of delivery.
 - (d) Any notice served by mail shall be given by registered mail and shall be deemed to be given on the date recorded on the delivery recording sheets by the mail carrier as delivered to and signed for on behalf of the recipient.
- e) **Invalidity:** - If any provision of this Contract shall be held to be invalid or unenforceable by a judgement or decision of any court of competent jurisdiction or any authority, the same shall be deemed severable and the remainder of this Contract (including the remainder of the affected provision) shall remain valid and enforceable to the fullest extent permitted by law. In any such case, the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Contract.
 - f) **Entire Contract:** - This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this this Clause (Entire Contract) shall have effect to exclude or restrict the liability of either Party

for fraud or fraudulent misrepresentation.

- g) Rights of Third Parties:** - Except to the extent of any indemnity or release of liability expressly granted in favour of the Corporation Group or the Successful Bidder Group, the Parties to this Contract do not intend that any term of this Contract should be enforceable by any third party, whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise. However, for the avoidance of doubt, the Parties may vary or terminate this Contract in accordance with its terms without the prior agreement of any other member of the Corporation Group or the Successful Bidder Group.

35. INSURANCE

- a) Successful Bidder Insurance(s):** - The Successful Bidder shall procure and maintain, at its sole expense, in full force and effect throughout the duration of this Contract, the insurances set out below:
- (a) Employers Liability and/or Workman's Compensation insurance to the full extent required by all laws applicable in India/State (a) where this Contract is being performed and (b) in which, the Successful Bidder exist or is incorporated.
 - (b) All Risks Insurance covering loss of or damage to the property of the Successful Bidder Group (including, but not limited to, the Successful Bidder's Equipment) for the full replacement value thereof.
 - (c) Comprehensive General Third Party Liability. Such insurance shall incorporate a Cross Liabilities or Severability of Interests clause.
 - (d) Adequate Automobile Liability insurance to comply with applicable laws, including coverage for all automobiles and automotive equipment owned, leased, hired or otherwise provided by the Successful Bidder Group in connection with this Contract and all personnel and property on board.
 - (e) Any other insurances which the Successful Bidder is obliged to cover under any applicable laws or which shall be adequate in terms of type, coverage and limits to cover the Successful Bidder's liabilities under this Contract.
- b) No Limitation:** - The insurances set out in Clause (Successful Bidder Insurances) are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by the Corporation of responsibility for financial liabilities in excess of such limits. The liabilities assumed by the Successful Bidder under Clause (Indemnities) are separate from and independent of the Successful Bidder's obligations under this Clause (Insurance).
- c) General Requirements:** - The Successful Bidder undertakes that its insurances:
- (a) shall be issued by reputable and substantial insurers;
 - (b) shall be primary and shall not be considered contributory insurance with any insurance provisions of the Corporation Group;
 - (c) shall have the Corporation Group's interests endorsed as additional assured (other than in relation to Employers Liability/Workers Compensation insurance) to the extent of the liability assumed by the Successful Bidder hereunder;
 - (d) shall contain waivers of any rights of recourse including, in particular, subrogation rights against the Corporation Group arising out of or in connection with the performance of this Contract to the extent of liabilities assumed by the Successful Bidder hereunder;
 - (e) shall be endorsed to provide the Corporation with at least thirty (30) days written notice of a material change, cancellation or non-renewal by the underwriters.
- d) Co-operation:** - Each Party shall afford the other all such reasonable assistance as may be required for the preparation and negotiations of insurance claims but the Successful Bidder shall be responsible for the preparation of documents for insurance claims under any of the policies referred to in the claim. Where the Successful Bidder is engaged in handling claims, actions or proceedings in respect of which it has granted an indemnity as provided above, the Successful

Bidder shall ensure that the Corporation is informed if the Corporation's operations, safety standards or working practices are called into question by any party or if the Successful Bidder wishes to use information relating thereto in handling those claims, actions or proceedings. The Corporation shall at its sole option have the right to participate in and/or make representations in relation to the defense of such matters and the Successful Bidder shall allow the Corporation full opportunity to do so.

36. LIQUIDATION OR INSOLVENCY

In the event that the Successful Bidder, at any time during the term of this Contract, becomes insolvent under any of the provisions of any applicable statute or makes a voluntary assignment of its assets for the benefit of creditors, is adjudged bankrupt, either upon the Successful Bidder's voluntary petition in bankruptcy or upon the petition of the Successful Bidder's creditors, or any of them, or should a judgement be executed on any of the goods or equipment of the Successful Bidder, or should any lien or other right inconsistent with the Successful Bidder's title to such goods or equipment be enforced, or if the Successful Bidder shall have a receiver, administrator, administrative receiver and/or manager appointed in respect of all or any of its assets, an application or order is made or a resolution is passed to wind up the Successful Bidder or if the Successful Bidder shall go into liquidation (whether voluntarily or otherwise) or if the Successful Bidder becomes subject, under the applicable laws of any jurisdiction, to any event having an analogous effect to any of the foregoing, the Corporation may terminate this Contract with immediate effect by notice in writing to the Successful Bidder or to the receiver or liquidator or to any person in whom the Contract may become vested, as provided in Clause (Termination due to Default).

41. SUSPENSION

- a) **Suspension without Cause:** - The Corporation shall have the right, without cause, at any time to require the Contractor to suspend the Services (or part thereof) under this Contract on giving notice to the Contractor. Such notice shall include an estimate of the duration of the period of suspension (the "Suspension Period"). The Services (or relevant part thereof) shall resume at the end of the Suspension Period or at such other date as the Corporation may by notice in writing to the Contractor specify.
- b) **Suspension Due to Default:** - If the Contractor is in breach of any of its obligations under this Contract [including, without limitation, any breach of Clause (Health Safety and Environment)], the Corporation shall, subject to this Clause be entitled to immediately suspend the Services (or part thereof) by written notice to the Contractor until such time as such breach has been remedied by the Contractor, in which case no rates or other amounts shall be payable to the Contractor in respect of such period of suspension. Except in the case of a breach which in the reasonable opinion of the Corporation is likely to endanger the safety of any persons or property, the Corporation shall, prior to issuing any suspension notice pursuant to this Clause, notify the Contractor of the breach. Following receipt of such notice, if the Contractor fails to immediately commence and thereafter continuously proceed to remedy such breach to the Corporation's reasonable satisfaction, the Corporation may issue the suspension notice.
- c) **Procedure following Suspension Notice:** - Following receipt of a notice to suspend the Services, the Contractor shall discontinue the Services (or relevant part thereof) and follow any specific requirements of the Corporation with regard to the safety of the Services during any period of suspension.

42. TERMINATION

- a) **Termination by Corporation without Cause:** - The Corporation may, at its option, terminate all or any part of the Services or the Contract forthwith without cause at any time by giving no less than 30 days' prior written notice to the Successful Bidder, subject to the provisions of Clause (Reimbursement to Successful Bidder).
- b) **Reimbursement to Successful Bidder:** - In the event of termination under the provisions of

Clause (Termination by Corporation without Cause), the Corporation's sole liability in respect of such termination shall be to pay to the Successful Bidder (a) all sums properly due to the Successful Bidder under the Contract in respect of the Services (or terminated part thereof) up to the date of termination.

- c) **Termination due to Default:** - The Corporation may, at its option, terminate all or any part of the Services or the Contract forthwith by written notice to the Successful Bidder, where:
- (a) the Successful Bidder **has breached any of its obligations/ terms & conditions** under the Contract, breached the Code of Integrity or due to non-performance of bidder, provided that, where remediable, the Corporation has notified the Successful Bidder of such breach in writing and the Successful Bidder has, upon receipt of such notice, failed to immediately commence and thereafter continuously proceed to remedy such breach to the Corporation's reasonable satisfaction; or
 - (b) the Successful Bidder is not ready to commence the Services at the Site by the Commencement Date; time being declared essence of the Contract for commencement of the Services by the Commencement Date; or
 - (c) the Successful Bidder fails to provide the Performance Security in the form of Bank Guarantee;
 - (d) as provided in Clause (Liquidation or Insolvency), if one or more of the circumstances in that Clause apply.

On termination under this Clause, the Successful Bidder in default, shall be blacklisted & debarred from participating in any future tenders of the Corporation for a period of two (02) years. After completion of such two (02) years, the defaulting Successful Bidder may be permitted to participate in the future tenders of the Corporation provided that all the recoveries/ dues/ adjustments have been effected by the Corporation and there is no dispute pending with the Successful Bidder.

- d) If termination occurs pursuant to this Clause a & c, above, then the Corporation's sole liability to the Successful Bidder shall be to pay to the Successful Bidder all sums properly due to the Successful Bidder under the Contract in respect of the Services (or terminated part thereof) up to the date of termination after adjusting all dues/liabilities of the Successful Bidder. Nothing shall be due and payable to Successful Bidder if it fails to commence the Services at the Site by the Commencement Date.
- e) In the event CWC terminates the contract due to reasons specified under sub clause d (Termination due to default) above, may get the work done for the unexpired period of the contract, at the risk and cost of the Successful Bidder and /or forfeit the Performance Security/security deposit/ BG or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the CWC due to the successful bidder's negligence or unwork-man like performance of any of the services under the contract and to claim from the Successful Bidder, any resultant loss sustained or cost incurred, besides, may also forfeit the performance bank guarantee/ security deposit submitted by Successful Bidder.
- f) **Saving of Rights:** - The termination or expiry of this Contract shall be without prejudice to the rights and obligations of the Parties up to and including the date of such termination or expiry, and shall not affect or prejudice any term of this Contract that is expressly or by implication provided to come into effect on, or continue in effect after, such termination or expiry.
- g) **Consequences of Termination:** - In the event of termination under any provision of this Contract, the Successful Bidder shall:
 - a) promptly cease performance of the Services (or relevant part thereof) and, as directed by the Corporation, clear all unnecessary Successful Bidder's Equipment and Successful Bidder's Personnel from the Site;

- b) allow the Corporation all necessary rights of access to the Site to take over the Services (or relevant part thereof); and
- c) if, and to the extent, requested by the Corporation assign any subcontracts or other rights and titles relating to the Services (or relevant part thereof) which the Successful Bidder may have entered into or acquired.

i) Survival of Clauses upon Expiry/Termination: - The provisions of the Contract and Clauses (Payment), (Taxation), (Indemnities), (Consequential Loss), (Termination), (General Legal Provisions) and (Governing Law and Jurisdiction), shall survive the expiry or termination of the Contract and shall remain in full force and effect after such date.

43. PERMITS, LAWS AND REGULATIONS

a) Permits and Authorizations

- i. Except to the extent that the same have been obtained by the Corporation, the Successful Bidder shall, at its own cost, be responsible for obtaining all certificates, licenses, permits, clearances, approvals and authorizations required for the performance of the Services and in respect of the Successful Bidder 's Equipment and the Successful Bidder 's Personnel and for all approvals and permits required for the Successful Bidder to engage in business and provide services of the nature contemplated by this Contract.
- ii. The Successful Bidder shall apply for appropriate licenses, if any required for the completion of scope of work stipulated under the contract.

b) Laws

- i. The Successful Bidder, during the period of this Contract, shall be responsible for maintaining legal and statutory compliances (the "Compliances"), if any required for the execution of the contract, with respect to its Equipment(s), Personnel(s) employee(s) and/or nominees, including payment of all relevant social security benefits, under all the Labour Law legislations, as may be applicable to the Successful Bidder, from time to time.
- ii. The Successful Bidder shall be responsible for the compliances, if any required for the execution of the contract, with all the rules, regulations and/or directions issued by any Local Authority such as Railway, Police, Municipal authorities etc.
- iii. The Successful Bidder shall be required to maintain a register showing the details of payments made to the relevant statutory authorities with respect to the Compliances, which register along with the monthly challans shall be made available by the Successful Bidder for verification (Audit) by Corporation Representative(s), upon request, from time to time.
- iv. The Parties hereby agree that any violation of the laws with respect to any of the employee/nominee supplied by the Successful Bidder , under any legal enactment, made by any Government Authority and/or State Government/Local Authority, including, without limitation, the Workmen's Compensation Act, 1923, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Maternity Benefit Act, 1961, Contract Labour (Regulation and Abolition) Act, 1970, the Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976, Minimum Wages Act, 1948 or the Industrial Disputes Act, 1947, or any other labour law legislation, as the case may be, either existing or that might come into effect during the performance of Services under this Contract, shall be the sole responsibility of the Successful Bidder , which shall, if necessary, volunteer itself before any forum or court of law to clarify any confusion or dispute arising from any such violation of the laws.

c) Indemnity

- i. The Successful Bidder shall defend, indemnify and hold the Corporation harmless from

and against any Claim, in connection with Clause (Permits and Authorizations) and (Laws), which may be levied or imposed on the Successful Bidder by any Government Authority, State Government/ Local Authority arising out of or in connection with the performance of this Contract.

- ii. For the above purpose, the Corporation shall have the liberty to encash the entire amount (or part thereof) of the Performance Security and/or may appropriate such amount (or the part thereof) of the Performance Security towards satisfaction of any sum(s) due or all costs, damages or expenses for which the Successful Bidder is liable to the Corporation under this clause. In case, the amount of Performance Security is not sufficient to cover the amount recoverable by the Corporation from the Successful Bidder, the Successful Bidder shall pay to the Corporation, on demand within the period so prescribed, the balance due and recoverable.

44. GOVERNING LAW, JURISDICTION AND RESOLUTION MECHANISM

a) **GENERAL:** This Contract shall be interpreted, governed by and construed in accordance with the laws of India (excluding any of its conflict of law rules which would direct or refer to the laws of another jurisdiction) for the time being in force and shall be subject to the exclusive jurisdiction of the courts at DELHI.

b) AMICABLE RESOLUTION

- i. Any dispute, difference, or controversy of whatever nature howsoever arising under, out of, or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in sub-clause below.
- ii. A Joint Committee with an equal number of representatives (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and Successful Bidder shall be constituted for the administration of the agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.
- iii. The Joint Committee comprising three authorized representatives including the concerned Regional Manager of CWC and an equal number of authorized representatives of Successful Bidder concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle-free operation so long as the overall structure of this agreement does not change.
- iv. In the event of any Dispute between the Parties, the other Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the Successful Bidder or such persons nominated by them, for the time being for amicable settlement.
- v. Upon such reference, the said two persons shall meet not later than 30 days from the date of such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 30 days of the such meeting between the said two persons, either party may refer the dispute to Mediation failing to which Arbitration.

c) DISPUTE RESOLUTION

- i. Any dispute, disagreement, claim or other difference arising out of or in connection with this Contract (a "Dispute") shall be resolved in accordance with this Clause (Dispute Resolution).
- ii. In the event parties are not able to resolve the dispute amicably, then the dispute may be settled through Mediation as per the applicable laws. In the event parties are not able to resolve the dispute through Mediation, either Party shall be entitled to

refer such Dispute to arbitration in by serving notice on the other Party. The arbitral tribunal shall consist of a sole arbitrator, to be appointed mutually by both the parties. The Parties agree that the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996 of India (or any statutory modification or re-enactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be at DELHI.

- iii. The Successful Bidder shall be obliged to continue to provide the Service(s) to the CWC under the Contract or the Scope of Work, during the arbitration proceedings and no payment due or payable to the Successful Bidder (except payment in dispute) shall be withheld on account of such proceedings.
- iv. The cost of arbitral proceedings shall be borne by the party/parties in the discretion of the sole arbitrator.

45. FORCE MAJEURE

- a) **General:** - No failure or omission by either Party to carry out or to perform any of the terms or conditions of this Contract shall give the other Party a claim against such Party, or be deemed a breach of this Contract, if and to the extent that such failure or omission arises from Force Majeure.
- b) The Party prevented from performing due to Force Majeure shall promptly, and in any case within 48 hours, notify the other Party of the nature and anticipated duration thereof and shall use all reasonable endeavors to resume performance of this Contract as soon as reasonably possible. The Party prevented from performing due to any such cause shall, in addition, furnish the other Party with such information in respect of such cause as the other Party may reasonably require.
- c) **Definition:** - The term "Force Majeure", as used in this Contract, shall mean and shall only mean the following:
 - i. riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, military invasion, insurrection of military or usurped power; or
 - ii. ionizing radiations or contamination by radio-activity from any nuclear waste, or radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof (other than arising out of any radiation source used by the Successful Bidder in relation to the Services); or
 - iii. earthquake, flood (excluding normal seasonal rain/shower), tsunami, Pandemic or any other natural disaster, but excluding weather or sea conditions as such, regardless of severity; or
 - iv. fire or explosion (being fire or explosion not caused by the negligence of the affected Party or its sub-Successful Bidder s); or
 - v. acts of Government which could not have been reasonably anticipated or controlled which makes performance impossible or impracticable.
- d) For the sake of clarification, the Successful Bidder acknowledges that any strike(s) by Successful Bidder 's personnel labour, which affects a substantial or essential portion of the Services to be provided to the Corporation, shall not be an event stipulated under the definition of Force Majeure. In such an event, the Successful Bidder shall be fully responsible for any loss or damage that the Corporation may suffer on this account.
- e) **Payment during Force Majeure:** - Unless otherwise specified in the Contract, the Successful Bidder shall not be entitled to any payment in respect of any period where the Services are not carried out as a result of Force Majeure, in case, the Successful Bidder is required to provide Services during Force Majeure condition(s), the Successful Bidder 's remuneration for the same

will be paid at the rates as negotiated and fixed by mutual agreement prior to rendering of such Services by the Successful Bidder .

46. ACCEPTANCE OF TENDERS

The Regional Manager, CWC, Regional Office BHOPAL for and on behalf of the CWC, reserves the right to reject any or all Tenders without assigning any reason and does not bind himself to accept the lowest or any Tender. He also reserves the right to accept the Tender for any or all the offers. The successful Tenderer shall be advised of the acceptance of his Tender by a letter /telegram/ fax/ email. Where acceptance is communicated by e-mail the same shall have to be acted upon immediately, without awaiting for the post copy in confirmation.

47. ENQUIRIES & CLARIFICATIONS:

All enquiries/ clarifications are to be addressed only to:

The Regional Manager
Central Warehousing Corporation,
Regional Office-BHOPAL,

E-Mail: BHOPAL.ESTABLISHMENT@cewacor.nic.in

All queries that are received from bidder(s) shall be addressed by CWC during pre-bid meeting. CWC shall aggregate all clarifications and shall prepare a response, which shall subsequently be posted on the website www.cewacor.nic.in, and www.gem.gov.in. No separate communication shall be issued.

(NEHA)
FOR AND ON BEHALF OF THE
REGIONAL MANAGER,
CWC, REGIONAL OFFICE, BHOPAL

SPECIAL TERMS & CONDITIONS

1. **PERIOD OF CONTRACT:** Unless otherwise terminated, the contract shall be completed in 02 years starting from the dates mentioned in the LOA or as per GeM Contract Order. Corporation, at its own prejudice, may extend the contract for a further period of maximum 12 months or in parts at same rates, terms & conditions by giving at least 02 month's advance notice.

2. **INTERPRETATION OF THE CLAUSE**
Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority of Corporation, whose decision in the matter shall be final. Similarly, any difficulty in implementing the contract can be resolved by referring the matter to the tender Accepting Authority, who can amend the Corporation's condition/clause of contract if required.

3. **OBLIGATIONS OF CWC**
 - a) Corporation shall arrange familiarization with the Security services required in the premises.
 - b) Corporation shall provide necessary infrastructure, equipment such as X ray baggage screening if such screening is involved, furniture etc for the security personnel to carry out their functions. However, uniform, torches, lathi Arms, badges shall be provided by service provider.
 - c) Deployment of security personnel shall be with the concurrence of nominated official of Corporation and service provider's supervisor shall monitor the activities performed by the service provider personnel and will be responsible for its optimum utilization.

4. **OBLIGATION OF SECURITY SERVICE PROVIDER:**
 - a) Agency shall increase /decrease the number of security guards as per the requirements raised by CWC.
 - b) The Security Service provider shall, if and when so requested by CWC, will provide the security guards at the premises of CWC or such other place, as may be required by CWC at the agreed rates. The essential qualification/skills/experience and the tentative number of security guards is mentioned in Scope of Work.
 - c) It shall be the responsibility of the Security Service Provider to employ only adult workers whose antecedents have been thoroughly verified, including character and police verification.
 - d) It shall be the responsibility of the Security Service Provider to verify the qualification/experience of the security guards. If during the course of engagement of any security guard, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Security Service Provider shall have to terminate the service of such security guard immediately and shall provide suitable replacement within 05 days' time.
 - e) If the performance of the security guard is unsatisfactory, CWC shall give a notice of 10 days to the Security Service Provider to take necessary action to improve the performance of security guard and if the performance does not improve even after 10 days of such communication, the Service Provider shall provide a replacement acceptable to CWC within 05 days' time. In case the replacement is not done in 5 days' time, penalty will be charged as per stipulated Service Level Agreement.
 - f) The Security Service Provider shall ensure timely payment to the security guards, with payment made directly through NEFT/online payment no later than the 7th day of each month, as mutually agreed upon. While occasional delays in payments from CWC to the security service provider due to contingencies, the payment of wages to the security guards by the service provider shall remain independent of receiving payment from CWC.
 - g) The service provider shall be solely responsible for the redressal of grievances if any of its staff deployed in CWC. The CWC shall, in no way, be responsible for settlement of such issues whatsoever.
 - h) Service Provider shall ensure complete compliance (in respect of the personnel provided to CWC) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948,

Workmen Compensation Act 1923, Contract Labour (Regulation and Abolition) Act 1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952 under labour laws etc, and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event ESI is applicable, all security personnel's must be provided with valid ESI cards. The Service Provider would undertake to indemnify CWC on any cost or liability it may incur on account of such non-compliance, if any. The next payment to the contractor shall be released only after submission of proof of complying the compliances as stated above.

- i) The Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are upto the standards required by CWC.
- j) The Service Provider would comply with the statutory requirements; rules and regulations applicable to security guards engaged by CWC and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended upto date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- k) The Service Provider shall decide the modus operandi on its own to engage security guards rendering proper & efficient services and to conform to the prescribed standards.
- l) The Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them, while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the CWC. CWC shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged employed by the Service Provider for any purpose whatsoever nor would CWC be liable for any claim(s) whatsoever of any person(s) of the Service Provider and Service Provider shall keep CWC totally and completely indemnified against any such claim(s). Any Security guard deployed in CWC can be removed by the Service Provider in consultation with CWC.
- m) No relationship whatsoever of employer and employee shall be entertained between the CWC and the security guard engaged by the Service Provider.
- n) The Service Provider shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- o) The Service Provider shall ensure to maintain all Registers, Records required under various Acts, which may be inspected by the CWC as well as the appropriate authorities at any time.
- p) Notwithstanding anything herein contained, the Service Provider will be liable to adequately compensate CWC for any loss or damage occasioned by any act, omission or lapse on the part of the Service Provider or of any persons/guards deployed by it pursuant to the Contract.
- q) The engagement of security guard shall be purely on contract basis through the service provider.
- r) The agency shall ensure that the security guard shall at all time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of CWC.
- s) The Service Provider shall indemnify and keep CWC indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the CWC on account of and or arising out of the failure of the Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- t) In case the security guard deployed by the Service Provider is found to be suffering from any disease which renders him/her unsuitable for the job, he/she should be immediately replaced without any correspondence on the subject.
- u) The Service Provider shall make actual disbursement of wages/salary to the security guards and supervisor through Bank accounts. Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Service Provider and the guards engaged by Service Provider. However, under no circumstances the actual disbursement shall be less than the agreed amount.
- v) The Police verification for background check of security Guards should be done invariably by the

Service Provider before deployment.

- w) No habitual late comer would be allowed to work and it will be the responsibility of the Service Provider to provide a substitute. Service Provider shall ensure that attendance of his resources deployed CWC or elsewhere is regulated through registers/bio-metric machine.
- x) If a security guard proceeds on leave or leaves the job, it will be the responsibility of the Service Provider to provide a substitute immediately.
- y) The Service Provider shall ensure that they and its security guards engaged in CWC shall maintain absolute confidentiality with regard to the information regarding CWC, its premises, clients business, assets and shall not divulge or make known to third parties and trust, accounts, matters or transactions pertaining to CWC which may in any way come to their knowledge.
- z) It is mandatory that Service Provider provides adequate insurance cover to the security guards for death, disability, sickness, etc. CWC shall not be liable to pay or bear any premium/compensation at any stage in respect of Insurance made by Service Provider to cover the risk (death, disability, sickness) etc. Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to CWC and shall act all times to keep the requisite policies running. Further, CWC shall not be held responsible for any damages/claim or accident for unfortunate incident inside the premises during the operations and it is the responsibility of Service Provider to take care of such incident.

5. LEGAL STATUS

- a) For all intents and purposes, Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of personnel so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Corporation.
- b) The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
- c) Corporation will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employee as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Corporation would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.

6. INDEMNITY

- a) Corporation will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider.
- b) The security personnel as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Corporation would not be liable or responsible in any manner.
- c) Corporation shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

7. DISCLOSURE OF INFORMATION RELATED TO SERVICES RENDERED

- a) Security personnel as well as Service Provider shall not divulge any information acquired by him or her during such employment with respect to the work which he or she has been assigned to anyone other than the Corporation or to such person as the Corporation directs. However, such disclosure as may be required under PSARA Act, 2005 or in connection with any inquiry or investigation by the police or as may be required by an authority or process of law shall be exempted from this.
- b) All security personnel engaged by the service provider shall however render necessary assistance to the police or to such authority in the process of any investigation pertaining to the activities of that

agency. If violation of any law is noticed by any security personnel during the course of discharge of duties, he/ she shall bring it to the notice of superior, who in turn shall inform the police either through Corporation or service provider or on his own.

- c) **Ownership and retention of Material:** (i) Corporation shall own the material and documents provided to the Service Provider if any in connection with performance of this contract. Service Provider shall not, without the prior written consent of buyer store, copy, distribute or retain any material or Documents.
- d) Service Provider shall, upon termination of this agreement for any reason, or upon demand by Corporation, whichever is earliest, return any and all material and information provided to Service Provider by Corporation, including any copies or reproductions, both hardcopy and electronic.
- e) The Service Provider or security personnel provided shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by Corporation, out of Corporation's premises without prior written permission from Corporation.
- f) **Transportation:** The responsibility of arranging commutation for the security personnel and transportation of any items which are in the scope of service provider and requiring the transportation shall be responsibility of service provider.
- g) **Insurance requirements:** - Service provider shall be responsible for any insurance requirements for the security personnel deployed regarding accidents etc. No claim for any compensation or damages on account of any injury or death of security personnel while performing the duties shall be entertained by the Corporation. Insurance requirements if any for the property or premises for which security is offered shall be the responsibility of the Corporation.
- h) Any violation of contractual obligations by the Service Provider/security personnel shall attract penalties as mentioned. The Service Provider is deemed to have confirmed that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
- i) The Service Provider shall ensure payment regularly for the deployed security personnel to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
- j) Bonus is applicable to all employee's minimum wage **as per the provisions of the Act**. If applicable, bonus shall be paid as per the Payment of Bonus Act. In case of any changes in the bonus rates as per relevant notifications same shall be applicable. Bonus shall be payable only to the resources completing the required number of working days and fulfilling the requirements.
- k) In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Corporation shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis. Therefore, the increase in minimum wages shall be applicable and contract value amount shall be considered as revised up to the extent of increase due to increase of minimum wages.
- l) **Statutory compliances:** - Service provider shall abide by the Private Security Agency Regulation Act (PSARA) 2005, Minimum wages Act 1948 ,Contract Labour Act 1970 etc. as applicable from time to time for security personnel employed for undertaking the services. Similarly in case of armed security guard service provider shall ensure that the licenses are kept valid and all legal formalities and compliances for same are followed by the man Service provider shall also be required to ensure that the entitled leave as per labour laws are made available to security personnel.
- m) **Proprietary rights and indemnity:** Service Provider acknowledges that Corporation's business data and other Corporation's proprietary information or materials, whether developed by Corporation or being used by Corporation pursuant to a license agreement with a third party are confidential and proprietary to Corporation; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which shall not be less than that used by Service Provider to protect its own proprietary information. Service Provider recognizes that the goodwill of Corporation depends, among other things, upon Service Provider

keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage Corporation and by that reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to security personnel with a need to such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.

- n) EPF contributions are payable on maximum wage ceiling **as per the Act.**
- o) No ESI will be contributed for the personnel drawing monthly wages **above the maximum wage ceiling as prescribed in the Act..**
- p) Conveyance and other charges for official duties performed within and outside stations will be reimbursed by Security Agency **as per the scope of Contract..**
- q) Relieving charges as applicable will be paid.

8. RISK AND COST

- a) If in case, the service provider is unable to provide the services as stipulated under this contract, then Corporation may get the work done from any other provider in market on risk and cost of the service provider till new regular service provider is selected by the Corporation or till present service provider ensures to get the work done.
- b) The additional charges, expenses, cost or losses incurred by Corporation from the rate quoted by service provider shall be deducted from the service provider's bills/ adjusted from the Bank Guarantee.
- c) The service provider shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The service provider shall not, however, be entitled to gain resulting from such entrustment of the work by the Corporation to another service provider.

9. PENALTIES/ SERVICE LEVEL AGREEMENT

(i) For any default in performance of any of terms and conditions under this contract by the service provider, any financial loss to the corporation may be recovered at the sole discretion of Warehouse Manager/RM.

(ii) Repeated defaults in the performance may also result in the termination of the contract.

SCOPE OF WORK

I. General: -

1. The service provider shall provide following depicted number of security guards at location mentioned in below table:

S. No.	Location & Address	Description	No. of Guards Required in a Shift
1	Central Warehouse Indore – I, Laxmi Bai Nagar, Mandi, Indore 452002	Security Guard (without arms)	03
2	Central Warehouse Indore – III, Laxmiganj Mandi, Bargada Road, Indore-452001	Security Guard (without arms)	03
3	Central Warehouse Indore – IV, Laxmi Bai Nagar, Mandi, Indore	Security Guard (without arms)	03

	452001		
4	Central Warehouse Bhopal – I, Chhola Road, Nishatpura Cabin, Bhopal- 462010	Security Guard (without arms)	03
5	Central Railside Warehouse Nishatpura, Chhola Road, Nishatpura, Bhopal-462010	Security Guard (without arms)	03
6	Central Warehouse Raipur – I, New Timber Market, Fokatpura, Raipur-492009	Security Guard (without arms)	03
7	Central Warehouse Raipur – III, Bhanpuri Industrial Area, Raipur-493221.	Security Guard (without arms)	03
8	Central Warehouse Chhindwara, Jawahar Nagar, Kashi house, Satna-485001	Security Guard (without arms)	03
9	Central Warehouse Khandwa, Anand Nagar, Khandwa-450001	Security Guard (without arms)	06
	NIL	Security Guard (with arms)	NIL

2. Additional details such as prevalent minimum wages/ rates as stipulated by Ministry of Labour and Employment Government of India. (revised from time to time) are as depicted below: - {If the basic pay or any other allowance differs owing to respective State's guidelines, then the allowances may be depicted Warehouse Wise/ Location Wise}.

Location	Class of city (A/B/C)	Head of Wage	Unit	Amount
1. CW Indore – I	B	Basic Pay (minimum wages)	Daily	862
2. CW Indore – III		Provident Fund	Per day	69.23
3. CW Indore – IV		EDLI	Per day	2.88
4. CW Bhopal – I		ESI	Per day	-
5. CRWC Nishatpura		EPF Admin Charge	Per day	2.89
6. CW Raipur – I		Bonus	Per day	-
7. CW Raipur - III		Any other (pl specify)	Per day	-
8. CW Chhindwara	C	Basic Pay (minimum wages)	Daily	734
9. CW Khandwa		Provident Fund	Per day	69.23
		EDLI	Per day	2.88
		ESI	Per day	23.85
		EPF Admin Charge	Per day	2.89
		Bonus	Per day	61.14
	Any other(pl specify)	Per day	-	

3. Minimum Essential qualification and other pre-requisites of Security Guards to be posted are as below:
- Category of Skills: - Skilled
 - Gender: - Male
 - Minimum Qualification: - Secondary School
 - Ex-Servicemen: - No
 - Upper Age Limit: - 18 to 50 Years

vi. Years of Experience: - Minimum 3 Years

4. Important Note

- a) Corporation may, at any-time during the contract period, can verify the above stipulated essential qualifications by soliciting necessary documentary proof from the contractor.
- b) The number of security personnel/ duties depicted above, are for indicative purpose only. However, Corporation, as per the requirement can change the number of man-power/ duty hours in a day based on which the service charge of the service provider shall be calculated.

5. Brief Duties of Security Personnel: -

- a) The Personnel shall be responsible for opening/closing of the godowns/ office as necessitated/directed by CWC authorities in presence of CWC officials.
- b) The Personnel shall ensure that water taps/lights/ACs are not left open at the time of closing of office premises on normal working days as well as on holidays /Saturday/ Sundays, as the case may be.
- c) The Personnel shall maintain inward and outward movement of staff (Regular as well as outsourced and contractual), and also regulation of guests and visitors, materials, etc, with proper check on the same, as per instructions given from time to time by CWC.
- d) The Personnel shall be at all times vigilant/alert and take regular rounds of the premises on which they are deployed.
- e) The Personnel shall allow only those visitors having a valid visitors' pass.
- f) The Personnel shall not allow any material /items to enter / exit without gate pass duly issued by Administration Division/CWC and proper records should be maintained in the logbook.
- g) The Personnel should always be vigilant while on duty to prevent any untoward incident. They should be of sound mind and should be able to judge any danger in comparison to a man of ordinary prudence and should immediately report to the Authorized officer of the CWC/ or an officer of Administration Division and/or their Superiors.
- h) All Personnel to be deployed should be healthy and medically fit. All medical and legal formalities required for deploying them at the premises of CWC will be the responsibility of the service provider.
- i) The service provider should provide proper uniform, woolen clothes, raincoats, gumboots, lathis, torches etc. to the deployed personnel. The service provider will ensure that the personnel on duty shall be in properly dressed in neat and clean uniform and in presentable form at all times.
- j) No Personnel should leave his/her duty post in an unauthorized manner without substituting a replacement. If Watch and Ward personnel found unfit, the deputed security personnel may be replaced with proper intimation to CWC.
- k) The Personnel should be well trained to handle such fire-fighting equipment, administer first aid for minor cuts, bruises, snakebite, dog bite, injury by electric shock by giving CPR(**Cardiopulmonary resuscitation**), etc
- l) The Personnel shall not involve themselves in any type of discussions or agitations, arguments, quarrel or fighting with any of CWC officer/staff/visitors and shall behave politely and firmly while adhering to their duties. Any matter creating difficulties in their duties shall be brought to the notice of the Administration. The Watch & Ward Personnel shall not act in a unionized manner at the premises of CWC.
- m) The Personnel shall ensure that vehicles are parked at designated parking places/slots only.
- n) The Personnel shall identify no parking areas/zone in consultation with Administration Division and enforce parking restrictions accordingly.
- o) The Personnel shall ensure the security of Solar Panel, DG sets, Water Treatment Plant, Sewage Treatment Plant and other utilities installed at office premises in common area.
- p) The Personnel deployed by the service provider may be assigned any other work (which is not mentioned above) on the direction of CWC Representatives.

6. **Brief Duties of Security Supervisor:**

- a) **To perform duty for the areas assigned.**
- b) Assess deployment-specific training requirements for security Personnel.
- c) Provide pre-induction/on-job training to the security Personnel.
- d) To supervise the work of security Personnel.
- e) To perform any other duties that may be assigned from time to time by CWC.
- f) To implement and maintain safety/security protocols across CWC Building & Premises to reduce risks, respond to incidents and limit exposure to liability in order to reduce financial loss to CWC.
- g) To supervise all deployed personnel and educate them of the various procedures and systems approved by CWC.
- h) Update, sign and maintain all the Daily Reports and the same should be furnished to officer assigned for the purpose by CWC.
- i) Assist and assign to CWC's staff/visitors in medical emergencies.
- j) Ensure the safety/security of all assets and goods of the CWC.
- k) Any other work assigned by the superior authority/CWC from time to time.

7. **Detailed Scope of Work**

1. Physical guarding of entry/exit points, Responsible for frisking/checking of the visitors during office hours and after, Screening /Directing of visitors. Visitor management in common and during special occasions. Guiding visitors to the concerned officials/occupants, regulating entry. Control the access of persons/vehicles in to and out of the complex and regulating entry of unwanted visitors/sales man and maintenance of visitor register.
2. Checking of gate passes, allowing the entry and exit of material and regulating the entry and exit of vehicles accordingly. Records of the inwards and outwards movement of men and material's, vehicles etc to be maintained with proper checking as per instructions given from time to time.
3. Patrolling and guarding various common areas and surroundings to ensure adequate safety and security. Preventing entry of stray animals like cow, dogs etc. Round the clock patrolling of sites. Ensuring that boom barriers and access control systems are monitored and are in operational condition.
4. Assisting the occupants during emergency evacuation of building. Effective involvement during the crisis management like accidents and bomb threats. Involve in frequent drills for preparation for emergencies. Handling of disaster management in case of emergencies and disasters
5. Rescue operation of passengers if stranded in lifts, Help occupants in any accidents or medical emergencies. Handling situation in case of fire
6. Liaison with appropriate agencies in case of disaster and emergencies and keep excellent liaison and contact with all such agencies
7. Lodging of Complaints/FIR in case of any crime or violence and assist the police and other security agencies in their investigation in any related matter.
8. Any other responsibility in connection with performance of the roles specified though not specifically covered above shall also be considered as part of the responsibilities of the security personnel.
9. Service provider providing the security services shall not employ or engage any person unless he or she is a citizen of India or a citizen of such other country as permitted to be employed in terms of Government rules and regulations in force.
10. Security agency shall only employ security personnel who satisfied the service provider about his character and antecedents and has completed the prescribed security training .Service provider shall only engage security personnel fulfilling such physical standards as may be prescribed in the PSARA 2005 and rules .Further security personnel shall satisfy any other conditions as may be prescribed in relevant rules.
11. No personnel who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct, or moral turpitude while serving in any of the armed forces of the Union, State

Police Organization, Central or State Governments or in any private security agency shall be employed or engaged by the service provider

12. Service provider, while employing a person shall give preference to a person who has served as a member in Army, Navy and Air force or other central paramilitary forces, Central Police forces, even for posts which are not specifically indicated as that of ex-service man in the roles and responsibilities.
13. The antecedents of security staff deployed shall be verified by the service provider from local police authority and an undertaking in this regard is to be submitted to the Corporation.
14. The Corporation shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Corporation, however, for emergencies prior intimation shall be exempted.

15. Registers to be maintained by Service provider:

- a) Service Provider shall maintain a register containing name and addresses of the persons managing the private security agency, names, addresses, photographs and salaries of the security personnel and supervisors under its control and such other particulars as may be prescribed under PSARA act.
- b) Service provider will maintain a register on which day today employment of personnel with Corporation will be entered and same will be countersigned by the authorized official of the Corporation. Corporation may call for such information as it considers necessary from service provider.
- c) The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Corporation or any other authority under Law.

16. Issue of photo identity card: - Every security personnel deployed by the service provider shall be issued a photo identity card, by the service provider. The photo identity card shall be issued in such form as may be prescribed by the Corporation and complying with PSARA Act and rules. Every security personnel shall carry on his person the photo identity card issued under and shall produce it on demand for inspection by the Corporation or any other officer authorized by Corporation.

17. Requirements of Licenses:

- a) Service provider shall ensure that all the relevant requirement **under PASARA Act and other licenses/registrations/permissions** which may be required for providing the services are valid during the entire period of the contract failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the service provider to the Corporation on demand.
- b) The service provider shall comply with all the legal requirements for obtaining license under contract labour regulations and abolition act 1970 if any at his own part and cost. The requirement shall be depending up on the number of persons engaged for the organization in terms of the provisions of the relevant act.
- c) The service provider shall maintain all statutory registers required to be maintained as per licence provisions under the law and shall produce same on demand to the Corporation or any other authority under the law.

18. Reports: - All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Corporation department

19. Conduct of the security personnel deployed

- a) The security personnel shall not accept any gratitude or reward in any form
- b) Under the terms of their employment agreement with the Service Provider the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Service Provider.
- c) The personnel engaged by service provider have to be extremely courteous with very pleasant

mannerism in dealing with the Corporation Staff and should project an image of utmost discipline. Corporation shall have right to have any person removed in case of its staff complaints or as decided by representative of the Corporation if the person is not performing the job satisfactorily or otherwise. The Service Provider shall have to arrange suitable replacement in all such cases.

- d) Security personnel engaged by the Service Provider shall not take part in any staff union and association.
- e) The persons deployed shall, during the course of their work be privy to certain confidential documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

20. Uniform and Badges

- a) Service provider shall ensure that all security personnel shall put on arms badge distinguisher the Agency for which they are working, shoulder or chest badge to indicate his role or function. Security personnel employed as Security guards shall, have whistle attached to the whistle cord and to be kept in the left pocket, Shoes with eyelet and laces, headgear which may also carry the distinguisher mark of the service provider.
- b) The clothes worn by the security personnel while on active duty shall be such that they do not hamper in his efficient performance. In particular, they will neither be too tight nor too loose as to obstruct movement or bending of limbs.
- c) Every security personnel will carry a notebook and writing instrument with him.
- d) Every security personnel shall be provided one good quality torch and one baton.
- e) Every security personnel functioning as security guard while on active security duty will wear and display photo- identity card issued on the outer most garment above waist level on his person in conspicuous manner.
- f) Parameters of the uniform shall conform to provisions of PSARA 2005.

21. Monitoring and Supervision by the service provider

- a) Service provider shall ensure that adequate supervision will be provided to ensure correct performance of the security personnel deployed in accordance with the prevailing assignment instructions agreed upon between the service provider and Corporation. Even if security supervisor is not availed by the Corporation, service provider should keep track of performance of the staff deployed and give necessary support to ensure good performance.
- b) The Service Provider will deploy supervisors as per the requirement given by the Corporation. The supervisor shall be required to work as per the **Scope of work in the Contract**.
- c) The Service Provider shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as **per scope of work in the Contract**.
- d) The Service Provider shall be responsible to maintain all property and equipment of the Corporation Department entrusted to it.
- e) The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Corporation so that optimal services of the persons deployed could be availed without any disruption.

22. Working hours and Reporting Time

- a) The personnel will have to report to the Corporation's security office at least 30 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Corporation.
- b) In an event of deployed personnel availing leave and if required by Corporation suitable substitute(s) shall be provided by service provider as per mutual understanding.
- c) Consequent to poor performance of deployed security personnel, service provider shall

immediately replace the deployed personnel thereby maintaining service levels.

- d) Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Corporation and service provider prior to deployment of security personnel.
- e) The attendance of the security guards will be entered in the register provided by the Service Provider. Same is to be made available by Corporation and access to be provided to the security persons deployed by service provider
- f) The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

23. Physical standards and Medical check up

- a) The security personnel deployed shall be eligible for being engaged or employed if he or she fulfills the standards of physical fitness as specified in the PSARA Act 2005. Service provider is therefore required to ensure that all deployed security personnel fulfil the requirements specified in PSARA Act.
- b) Service provider Agency should get medical check-up of its staff at the time of their induction in the rolls of the agency to ensure their fitness for the job assigned and annual medical check-ups to be done as prescribed under PSARA. A record of the same shall be maintained in the personal file of the security personnel. In case Corporation demands for a copy of medical fitness certificate at time same shall be given.
- c) The security personnel deployed should be free from evidence of any contagious or infectious disease. He or she should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.
- d) No medical facilities or reimbursement or any sort of medical claims thereof in respect of security guards provided by the Service Provider will be entertained by the Corporation.

PAYMENT TERMS

1. Payment to the service provider will be made on monthly basis for the deployment of the personnel for security services on production of Bills/ invoices to the authorized official of the location where security services are provided along-with following documents:
 - a. Proof of Payment of wages of deployed personnel in prescribed pro-forma containing Name, Bank Account Number, EPF/ESIC account etc.
 - b. Total day of duty performed by deployed personnel.
 - c. Bank statement for disbursement of Wages.
 - d. Wages Sheet
 - e. Attendance Sheet,
 - f. ESIC/EPF & GST payment proof.
 - g. All labour law will be followed by the Bidder and CWC will not be liable for any non-compliance of labour Law. CWC will have to get Government indemnified any liability imposed on it due to failure of Statutory Compliance by the contract.
2. The margin quoted by bidder shall be considered Including GST and payment will be made by CWC for net margin plus GST. *For eg. If a bidder quotes 3.85% as margin incl. GST then Net margin available to bidder shall be 3.26% and while raising a bill, bidder shall apply margin of 3.26% and then GST@18% may be added. (3.26% plus 18% GST = 3.85%)*
3. However, if GST is to be payable under Reverse charge mechanism, then bidder shall raise bill by applying net margin excluding GST and GST shall be deposited by CWC. Service provider shall mention on the Invoice that GST shall be applicable on Reverse Charge and will be paid by Service Receiver.
4. The service provider shall be entitled for their service charge, as quoted by them in this tender enquiry. During the contract period, if the minimum wages are increased/ decreased by the appropriate authorities then also the payable service charge percentage shall remain same as quoted by the bidder.
5. The service provider shall be required mandatorily to submit Digitally Signed Invoice and supporting documents to the concerned officials of the location through Bill Tracking System (BTS) of Corporation. For any assistance / training of BTS, official of Corporation shall assist the Service Provider.
6. All payments shall be made in Indian Currency by means of Electronic Clearance Service (ECS).
7. It will be mandatory for the bidders to indicate their bank account number and other relevant e-payment details so that payments could be made through ECS/ NEFT/ RTGS mechanism instead of payment through cheques.
8. Corporation shall pay the agreed amount on production of the monthly bill.
9. Corporation shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the successful bidder.
10. TDS as applicable shall be deducted from the monthly bills.
11. GST shall be paid against receipt of tax invoice and proof of payment of GST to the Government. In case of non-receipt of tax invoice or non-payment of GST by the successful bidder, CWC shall withhold the payment of GST or full payment.
12. GST number of Corporation as intimated by CWC shall be printed on Invoice. The invoice should contain correct Harmonized System of Nomenclature (HSN) and Service Accounting Codes (SAC).
13. Notwithstanding anything contained anywhere in the contract, in the event that the input tax credit of the GST charged by the Contract or in the invoices raised on CWC is not reflected on GST portal for reasons attributable to Contractor, CWC shall be entitled to recover such amount from the Contractor including deductions from any dues payable to such Contractor/ along with interest/penalty, if any, applicable as per

provisions of GST Act and Rules framed thereunder towards non-compliance of contractual/statutory obligations.

14. The successful bidder shall be solely responsible for all kinds of statutory compliance including labour regulations. The successful bidder shall comply prevailing tax regulations in the country.
15. **Advance Payment**- No advance payment shall be made by CWC.
16. The monthly payment to the **security guards** shall be made by the Service Provider on or before 7th of every month. In case, if the 7th day happens to be a holiday or subsequent days happen to be holiday, payment shall be made on the previous working day.
17. If the service provider is not eligible for submitting GST e-invoice, then they shall be required to submit a declaration with invoices regarding the e-Invoicing as per the format attached in the concerned Exhibit.
18. CWC is aiming towards Zero Paper Usage (ZPU) and accordingly the service provider is shall mandatorily be required to submit digitally signed invoices and digitally signed supporting documents through Bill tracking System & to monitor the real time status of the invoices raised by the service provider. MIS Division, CO shall help the service provider initially for on-boarding the BTS and shall provide necessary training.

LIST OF EXHIBITSS

EXHIBIT NUMBER	DESCRIPTION
Exhibit-1	Format of Non-Disclosure Agreement and Service Level Agreement
Exhibit-2	Undertaking and general details from/of Bidder covering <ol style="list-style-type: none"> a) Declaration on non-blacklisting. b) Un-Conditional acceptance of the tender's terms & conditions c) Declaration of Make in India (MII) Compliance. d) General Details of the bidder. e) PAN No., GST No.
Exhibit-3	Format of Power of Attorney for stipulating Authorized Signatory
Exhibit-4	Format for submitting CA certification in support of Annual Turnover and Positive Net Worth.
Exhibit-5	Declaration of Sole Proprietorship
Exhibit-6	Format for submitting Bid Security Declaration
Exhibit-7	Format of Performance Bank Guarantee
Exhibit-8	Format of Agreement,
Exhibit-9	Pre-Contract Integrity Pact
Exhibit-10	Declaration in in case of non-submission of e-Invoices

EXHIBIT-1
FORMAT OF NON-DISCLOSURE AGREEMENT AND SERVICE LEVEL
AGREEMENT

NON-DISCLOSURE AGREEMENT (TO BE EXECUTED ON NON JUDICIAL
STAMP PAPER WITH SUCCESSFUL BIDDER)

Ref. No.: GEM/ _____

Date:

WHEREAS, we the undersigned, having our principal place of Business/ registered office at, hereinafter referred to “Bidder” the, are desirous of e-tendering for Bid No.dated_____ FOR providing “Name of Work” to Central Warehousing Corporation (hereinafter referred as CORPORATION).

AND WHEREAS, the bidder is aware and confirms that the information, software, hardware, business data, architecture schematics, designs, storage media and other documents made available by CORPORATION in the documents during the tendering process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/ or proprietary to CORPORATION.

NOW THEREFORE, in consideration of the foregoing, the bidder agrees to all the following conditions, in order to induce CORPORATION to grant the specific accesses to confidential information, property, information systems, network, databases and other data of CORPORATION.

IT IS HEREBY AGREED AS UNDER:

- a) The Bidder agrees to hold in trust any confidential information received by the Corporation, as part of the Tendering process or otherwise, and they shall maintain strictest of confidence in respect of such confidential information. The Bidder also agrees:
1. To maintain and use the confidential information only for the purposes of tendering for this Bid and only as permitted herein;
 2. To only make copies as specifically authorized by the prior written consent of Corporation and with the same confidential or proprietary notices as may be printed or displayed on the original;
 3. To restrict access and disclosure of confidential information to such of their security personnel, agents, consultants, and representatives strictly on a “need to know” basis, to maintain confidentiality of the confidential information disclosed to them in accordance with this clause;
 4. To treat confidential information as confidential unless and until Corporation notifies thereof release of its obligations in relation to the said confidential information.
- b) Confidential information does not include information which;
1. The Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 2. Is independently developed by the Bidder without breach of conditions under this Tender;
 3. Information in the public domain as a matter of law;
 4. Is received from a third party not subject to the obligation of confidentiality with respect to such information;

5. Is released from confidentiality with the written consent of Corporation. The Bidder shall have the burden of proving herein above are applicable to the information in the possession of the bidder.
- c) Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process may require the bidder's personnel to be present on premises of Corporation or may require the 's personnel to have access to software, hardware computer networks, databases, and storage media of the Corporation while on or off premises of Corporation. It is understood that it would be impractical for Corporation to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of Corporation that the Bidder's personnel representatives or agents acquire while on Corporation premises, or through access to computer systems or databases while on or off Corporation premises, shall be deemed confidential information.
- d) Confidential information shall always remain the sole and exclusive property of Corporation. Upon completion of the tendering process, confidential information shall be returned to Corporation or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of Corporation. Nothing contained herein shall in any manner impair rights of Corporation in respect of the confidential information.
- e) In the event that the Bidder becomes legally compelled to disclose any confidential information, the Bidder shall give sufficient notice to Corporation to enable Corporation to prevent or minimize to the extent possible, such disclosure, shall not disclose to a third party any confidential information or the contents of this Bid without the prior written consent of Corporation. The obligations of this Clause shall be satisfied by handling confidential information with the same degree of care, which the Bidder applies to its own similar confidential information but in no event less than reasonable care.
- f) The obligations herein shall survive the completion or cancellation of the Tendering process.

For and on behalf of the Bidder:

Authorised Signatory Name:

Designation:

Office Seal:

Place:

Date:

SERVICE LEVEL AGREEMENT (To be executed on non-judicial stamp paper with successful bidder)

Ref. No.: GEM/ _____

Date:

This Service Level Agreement (hereinafter referred as "SLA") made on _____ between "Name of Bidder", and having its registered office at _____ (hereinafter referred to "service provider" which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the one part and "Central Warehousing Corporation" (hereinafter referred to CORPORATION which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the other part.

Whereas

1. The CORPORATION represents that it requires services as per the scope of work. (hereinafter referred to as "AS" for the purpose of its business).
2. Pursuant to the request of the CORPORATION, the service provider has agreed to provide "AS" service to the CORPORATION mentioned hereinafter and shall abide to the Service Levels and LD amount as mentioned under SLA of this bid document.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

(Tender Awarding Authority)

(Authorized Signatory of Service Provider)

01 Witnesses (name and no. of any Govt ID.):-

01 Witnesses (name and no. of any Govt ID.):-

EXHIBIT-2
Undertaking and general details from/of Bidder

(On Official Letter Head of the Bidder)

Tender Ref. No.: GEM/_____

Date: _____

8. Undertaking pertaining to Disqualification conditions

1.	Whether your firm or any of its partner/company have been blacklisted by CWC or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid ?	Yes/No
2.	Whether your contract was terminated due to your fault before expiry of Contract period by CWC or any department of Central or State Government or any other Public Sector Undertaking during the last Two years as on the last date of submission of bid ?	Yes/No
3.	Whether any pending/outgoing arbitration/Court cases litigation is ongoing with CWC with regard to any contract as on last date of submission of Bid.	Yes/No
4.	Whether proprietor / any of the partners of the Bidder firm / any of the Director of the Bidder company have been, at any time, convicted by a court, for an offence. Note: If the convicted person is acquitted by a decision of Court, the Bidder will be eligible and indicate "NO" in this checklist.	Yes/No

Note- While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the Bidder disqualified.

2. Undertaking pertaining to Non-conflict of Interest

I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company, is/are common/ not common (Strike off whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/ Director in other firm who has also applied for pre- qualification against same advertisement, please mention the name of the Firm/Firms.

3. Declaration about relationship with Officer(s) of CWC

Following are the near relative of the Bidder working as Officer in the Central Warehousing Corporation:

Sr. No.	Name of Officer	Designation	Remarks

4. Un-Conditional acceptance of the Tender Terms & Conditions.

- (i) I/ We hereby confirm that we have gone through and understood the Tender Documents and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments / assumptions.

(ii) I/ We further confirm that upon submission of bid we provide un-conditional acceptance towards all clauses/ requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments / assumptions.

(iii) I/ We also confirm that we have quoted the rates without any condition and deviation.

(iv) 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.

5. Declaration about Local Content under Make in India (MII) Policy

- (i) We certify that I/we have offered the Services with local content of more than 50%.
- (ii) I/We further certify that, in case we are awarded an order against this tender, the services against such order will comply with above indicated Minimum Local Content.

6. The Technical bid and price bid as required have been submitted along with the required documents and same have been signed under signatures of the authorized signatory/sole proprietor.

7. I/ We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the proposed contract appended to the tender document shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document including, the proposed contract as token of acceptance, if desired by CWC and as part of contract in the event of award of contract to us.

8. General Details of Bidder: -

S. No.	Detail	Response by Bidder	
1.	Name of the Bidding firm		
2.	Constitution of Organization		
3.	Operational Address		
4.	Registered office address		
5.	Details of Authorized Signatory	Name	
		Designation	
		Mobile Number	
		Email ID	
6.	Website		
7.	PAN no.	(ATTACH PAN)	
8.	GST registration No.	(ATTACH GST CERTIFICATE)	
9.	Details of Sister Concerns: - <ul style="list-style-type: none"> • Name & Address • Activities engaged in by Sister Concern • Names, address & Telephone Nos. of Proprietors / Directors / Partners of Sister Concern 	(Leave empty if not applicable)	

10.	Bidder's Bank Details (Which may be used by CWC for refund of EMD, if any).	a) Bank Account No: b) Nature of Account (SB or current): c) Name of Bank & Branch: d) MICR Code No. : e) RTGS code Bank (IFSC Code) : (In case of any error/ wrong bank account details, CWC shall not be liable for any loss to the bidder)
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Note:-

1. It should be ensured by the bidder that all the items are duly filled by them and is signed & stamped/ digitally signed by the Authorized Signatory.
2. In case of any field left un-filled, CWC may carry out call of clarification from the bidders. If bidders fail to submit the duly filled, signed & stamped/ digitally signed document then their bid shall be liable for rejection.
3. The bidders having Local Content of less than 20% shall be summarily rejected.

Signature/Digital Signature of the : _____
Authorized Signatory

Name of the bidder : _____

Name of the Authorized Signatory : _____

EXHIBIT-3
Format for 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).

Tender Ref. No.: GEM/_____

Date: _____

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

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

(In case of Consortium/ Joint Venture) {Strike off, if not applicable}

Our firm is a Member/Lead Member of the Consortium of _____, and _____.

Dated this the _____ day of _____ 20_____

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

(Signature and name of Person Delegating Power of Attorney)

Seal of the Organization

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

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

EXHIBIT-4
Format for submitting CA certification in support of Annual Turnover and Positive Net Worth.

(On the letterhead of the Chartered Accountants firm)

Date: DD-MM-YYYY

To

Central Warehousing Corporation

<<Address of tender calling Office>>

Dear Sir,

This is to certify that Turnover of M/s _____, having office at _____ in each Financial Year are as given below:

Financial Year	Turnover (in INR)
Average Annual Turnover	

Further, the net Worth of M/s _____ for last Financial Year _____ is Rs. _____ as per their books of Accounts.

[UDIN]

For (Name of CA Firm)

Partner, M.No

FRN No.

Date:

Place:

EXHIBIT-5
Undertaking for Sole proprietary firm

Tender Ref. No.:GEM/_____

Date: _____

I,.....R/o.....

..... do hereby Solemnly affirm and declare as under :-

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

Place:

Date:

(Authorized Signatory)

EXHIBIT- 6

FORMAT FOR BID SECURITY DECLARATION

(On Letter Head of Bidder)

Tender Ref. No.: GEM/ _____

Date: _____

1. Whereas.....(name of agency) have submitted bids for..... (Name of Work)
2. I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.
3. If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents I/we shall be suspended/blacklisted for two years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order,

Date:

(Authorized Signatory)

EXHIBIT-7

Format of Performance Bank Guarantee

Note:-

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

BANK GUARANTEE

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

This Deed of Guarantee made this _____ day of _____ between _____ (Name of Bank)

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

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

WHEREAS the Supplier as per conditions of the Contract has agreed to furnish a Bank Guarantee for Rs. _____.

NOW THIS WITNESSETH:

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

10. The Surety confirms that this bank guarantee has been issued with observance of appropriate laws of India.
11. Notwithstanding anything contained hereinabove:
- (i) Surety's liability under this bank guarantee is limited to INR _____ (in words) and Bank's guarantee shall remain in force until [insert date].
 - (ii) Any claim under this bank guarantee must be received by Surety or or before [insert date]. If no such claim has been received by us by the said date, the right of CWC under this bank guarantee will cease.
 - (iii) Any letter from the CWC to the Manager, (Insert Branch name) branch of the Surety, under the seal of CWC shall be deemed to be sufficient and valid demand for payment under this bank guarantee.
 - (iv) The Bank undertakes not to revoke this bank guarantee before the expiry of this bank guarantee including during extension period, if any.

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

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

(Signature)

Full name and official address
with bank stamp

Attorney as per power of

Attorney No.....

Dated

WITNESS No. 1

(Signature)

Full name and official address
with bank stamp

WITNESS No. 2

EXHIBIT-8
Format for Agreement

(On Non Judicial Stamp Paper)

Tender Ref. No.: GEM/ _____

Date: _____

The Central Warehousing Corporation having agreed to grant the contract for “Name of work”, in response to the uploading of e-tender by me/us on “Date of participation in Bid as depicted on GeM portal” the “Name of Tender Awarding Authority” Central Warehousing Corporation, RO _____.

I/ We, _____ (here enter full name and address of Bidder) am/are executing this agreement on _____ (Date of Agreement) and hereby confirm that I/we have thoroughly examined and understood the terms and conditions of the Tender Document issued by the “Name of Tender Awarding Authority”, Central Warehousing Corporation, RO _____ for “Name of Work”

I/we am/are willingly undertaking the said work consequent on the award of work given to me/us by the, “Name of Tender Awarding Authority”, Central Warehousing Corporation, at the service charge quoted by us i.e. _____ % /- which forms part of this agreement and as per terms and conditions of the tender.

I/We, assure the said Corporation that I/we will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. This agreement will remain in force for a period as mentioned in LOA/ GeM contract order i.e. with effect from _____ {Date of start of contract is to be mentioned} till _____ (end date of contract is to be mentioned) or the date up to which the contract is extended.

On completion of the agreement period the CWC shall be free either to continue with the Bidder by extending the arrangements as per the extension clause of the contract, if any. The payment for the extension period shall be released as per the payment terms of the original contract.

(Tender Awarding Authority)

(Authorized Signatory of Bidder)

01 Witnesses (name and no. of any Govt ID.):-

01 Witnesses (name and no. of any Govt ID.):-

02 Witnesses (name and no. of any Govt ID) :-

02 Witnesses (name and no. of any Govt ID) :-

EXHIBIT-9

FORMAT OF PRE-CONTRACT INTEGRITY PACT

Tender Ref. No.: GEM/ _____

Date: _____

(Compulsory Ink signed on each page and to be submitted along with Technical Bid)

(The same shall be signed on non-judicial stamp paper of appropriate value during agreement signing)

General This pre-bid / pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____

day of the month of _____ between on one hand, the Central Warehousing Corporation (A Govt. of India Undertaking), 4/1 Siri Institutional area, Hauz Khas, New Delhi, acting through Group General Manager (Personnel), Central Warehousing Corporation (A Govt. of India Undertaking) (hereinafter called the "CORPORATION" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (Name of the contractor) (hereinafter called **BIDDER** which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

[1] Commitments of the Corporation

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

exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

[3] Commitments of BIDDERS

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

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

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

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

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

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

[3.6] The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans,

technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

[3.9] If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of 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 smishra099999@gmail.com as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.**

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

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

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

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

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

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

between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

[8] Facilitation of Investigation

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

[9] Law and Place of Jurisdiction

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

[10] Other Legal Actions

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

[11] Validity

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

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

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

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

EXHIBIT-10
Declaration regarding e-Invoicing

<< To be printed on the Letterhead >> Date: << to be inserted >>

DECLARATION RELATED TO IRN COMPLIANCES TO CENTRAL WAREHOUSING CORPORATION

- We, << Name to be inserted >> (PAN: << PAN to be inserted >>), hereby declare that the provisions of Notification 71/2019 – Central Tax dated 13 December 2019 read with Notification 13/2020 - Central Tax dated 21 March 2020 and subsequent notifications thereof, latest being Notification 10/2023-Central Tax dated 10 May 2023 relating to E-invoicing and generation of Invoice Reference Number ('IRN') do not apply to invoices / debit notes / credit notes issued to us and hence we shall continue to issue our invoices without the reference to IRN, QR code and other requirements that are being made applicable under the notification effective 1 August 2023.
- We further declare that as and when the provisions related to IRN and QR code are made applicable to us, we shall forthwith intimate CENTRAL WAREHOUSING CORPORATION ('the Company') and issue documents duly complying with the requirements specified under the GST law to the Company from the relevant date.
- We hereby confirm that the information furnished above is true & correct and acknowledge our obligation to forthwith intimate the Company in the event of any change therein. We also acknowledge our obligation to comply with the said requirements in respect of other documents, besides invoices and debit/ credit notes, issued by us to the Company, as and when notified by the Government.
- The declaration above has been furnished in respect of all GST registrations held by us (including but not limited to the ones mentioned in the Annexure below) on the date of this letter and shall be deemed to have been furnished in respect of all our GST registrations including GST registrations subsequently obtained by us unless expressly excluded in a communication.

Yours Truly, for << Name to be inserted >>

Authorized Signatory Name:

<< Name to be inserted >>

Designation: << Name to be inserted >>

Annexure:

Sr. No.	State	GST Registration Number