



केंद्रीयभंडारणनिगम

(भारतसरकारकाएकउपक्रम)

CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

E-QUOTATION ENQUIRY NO: 03Q/22-23

-Electronic Mode (web based) Only-

FOR

Name of Work: “Comprehensive Annual Maintenance Contract of 1 no. Johnson elevator installed at Central Warehousing Corporation, Regional Office, Bangalore Karnataka”

**CENTRAL WAREHOUSING CORPORATION,
REGIONAL OFFICE, BANGALORE
HEAD OF ENGINEERING**

**Address: LF-10, 4th Cross Road, Saraswathipuram,
Nandini Layout, Bangalore-Pin -560096.**

PH No.: 080-23598861; 23598866; 23598863

Email ID: engg.blrcwc@cewacor.nic.in ;

rmblr@cewacor.nic.in

Website- www.cewacor.nic.in

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

Abbreviation of the words used in QUOTATION document

NIQ	=	Notice Inviting QUOTATION
CWC	=	Central Warehousing Corporation
CPWD	=	Central Public Works Department
MES	=	Military Engineering Services
PWD	=	Public Works Department
PSU	=	Public Sector Undertaking
EMD	=	Earnest Money Deposit
CPP	=	Central Procurement Portal
PF	=	Provident Fund
SD	=	Security Deposit
LD	=	Liquidated damage
GCC	=	General Condition of Contract
BIS	=	Bureau of Indian Standard
IRC	=	Indian Roads Congress
CTE	=	Chief Technical Examiner
MORTH	=	Ministry of Road Transport & Highway
DSR	=	Delhi Schedule of Rates
SOR	=	Schedules of Rates
PERT	=	Programme Evaluation Review Technique.
MD	=	Managing Director
DEPARTMENT		Central Warehousing Corporation
BG	=	Bank Guarantee
FD/FDR	=	Fixed Deposit Receipt
IPC	=	Indian Penal Code
EOT	=	Extension of Time
OPC	=	Ordinary Portland Cement
PPC	=	Pazzolana Portland Cement
RMC	=	Ready Mixed Concrete
IIT	=	Indian Institute of Technology
T&P	=	Tools & Plants
CAR Policy	=	Contractor's all Risk Policy
WC Policy	=	Workmen Compensation Policy
ESI	=	Employees State Insurance
PQ	=	Pre Qualifying
GST	=	Goods and Services Tax
CGST	=	Central Goods and Services tax
SGST	=	State Goods and Services tax/
IGST	=	Integrated Goods and Services tax
UGST	=	Union Territory Goods and Services tax
LAR	=	Last Approved Rates
PQC	=	Pavement Quality Concrete
WBM	=	Water Bound Macadam
DPC	=	Damp Proof Course
CC	=	Cement Concrete
RCC	=	Reinforced Cement Concrete
DLC	=	Dry Lean Concrete
MT	=	Metric Tonne



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Regional Office-Bangalore

LF-10, 4th Cross Road, Saraswathipuram, Nandini Layout, Pin -560096

NO.CWC/RO-BLR/Engg /NIQ/22-23/03

Date: 21.11.2022

NOTICE FOR INVITING E-QUOTATION

NO: 03Q/22-23

CWC invites online percentage rate QUOTATION (Through E- mode i.e. web based System only) in TWO bid system for the below mentioned work from manufacturer, authorized dealers, authorized service providers, Agents of OEM (M/s Johnson lift) or any other contractor who wish to bid and have at least 1- year experience of providing servicing /repair /maintenance of Johnson make passenger/Cargo Lifts during past 4 years (1 /4/2018 onwards) up to date of inviting the Bid:

Sr. No	Name of Work	Estimated Cost including cost index	Last date of online submission of Quotation
1	Comprehensive Annual Maintenance Contract of 1no. Johnson lift installed at Central warehousing corporation Regional office nandini layout	Rs.2,22,076/- (For 2 years)	01.12.2022

Detailed Notice along with conditions of contract may be seen and downloaded from the CWC website www.cewacor.nic.in or e-Tender website www.cwceprocure.com or CPP Portal <http://eprocure.gov.in/epublish/app>. Further Corrigendum/Addendum to this Quotation Enquiry, if any, will be published on these websites only and any press advertisement in newspapers shall not be issued for the same.

Address of Site of work and its brief is as below.

Site of work	CWC Regional office Bangalore
Address of Site of work	Central Warehousing Corporation, Regional Office Bangalore LF-10, Circular Rd, Saraswathipura, Adjacent To RBI Quarters,Nandini Layout, Bengaluru, Karnataka 560096
Nearby Major Railway Stations.	Yashwantpur railway station
Nearest City/District	Bangalore
Nearest Airport	Kempegowda International Airport, Bangalore.

Head of Engineering

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Date: 21.11.2022

NOTICE INVITING E-QUOTATION NO. 03Q/22-23

Online percentage rate QUOTATION(Through E- mode i.e web based System only) in two bid system is invited for the below mentioned works from Contractors of appropriate class of CPWD/Railways/MES/State PWD/other Government Organization/ Public Sector Undertakings & their Subsidiaries or having worked/ working with aforesaid Government Departments/ Agencies:

E-QUOTATION No.	03Q/22-23
Name of Work	Comprehensive Annual Maintenance Contract of 1 no. Johnson elevator installed at Central Warehousing Corporation, Regional Office, Bangalore Karnataka
Estimated cost	Rs.2,22,076/- (For 2 years)
Earnest Money	Rs4,500/-
Duration of work	2 years from the date of issuance of W.O.
E-QUOTATION (Enquiry) Processing Fee (Non-refundable)	Rs. 885/-including GST
Last date & time of submission of E-QUOTATION processing fee and	30.11.2022 15:00 HRS
downloading of QUOTATION document	01.12.2022 up to 15:00 Hrs.
Last date & time of submission of	01.12.2022 up to 15:30 Hrs.

QUOTATION documents including contract conditions and schedule of work may be down loaded by the intending contractors, who wish to participate, from CWC website www.cewacor.nic.in or website www.cwceprocure.com or CPP Portal <http://eprocure.gov.in/epublish/app>.

CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

PRICE BID FORMAT

Name of work: - Comprehensive Annual Maintenance Contract of 1 nos Johnson elevator installed at Central Warehousing Corporation, Regional Office, Bangalore Karnataka

Estimated cost for CAMC for 1 nos **Johnson Lifts Private Limited** lift for a period of 2 years = Rs.2,22,076/-

a) I / We hereby quote our rates as.....% (..... Percent)

ABOVE the rates entered in the Tender Price Schedule cum BOQ.OR

b) I / We hereby quote our rates as.....% (..... Percent)

BELOW the rates entered in the Tender Price Schedule cum BOQ.

(Tenderer)

NOTE:

- (1) The quotationer should quote their percentage appropriately either at (a) or at (b) as the case may be in Price bid XLS sheet and will submit digitally signed copy on Web Tender portal of CWC as mentioned in NIQ.
- (2) No price shall be mentioned in above paper or elsewhere in technical bid document. Any mention of prices elsewhere other than at appropriate place in price bid XLS sheet, will be summarily rejected and will not be entertained.
- (3) Valid L1 shall be decided based on price quoted % above /below in price bid only.

ELIGIBILITY CRITERIA:

Contractor who fulfils the following requirements along with shall be eligible to quote the rates.

Mandatory documents:-

1) EMD & E-QUOTATION Enquiry Processing Fees:

Contractor must submit the following:

- a) The EMD to be paid in favour of **Central Warehousing Corporation, New Delhi only through e-payment gateway of e-procurement** and receipt of the same should be scanned and uploaded on the E- tendering website www.cwceprocure.com along with E-QUOTATION documents.
 - b) E-QUOTATION Enquiry processing fee (Non- refundable) would be paid mandatorily to M/s ITI Ltd. through e-payment through the portal www.cwceprocure.com.
- 2) The Contractors who are quoting the rates against this E – quotation enquiry shall also submit an Affidavit duly attested by Notary as per Annexure-III.
- 3) **The contractor must be a manufacturer, authorized dealers, authorized service providers, Agents of OEM (M/s Johnson Lifts Private Limited) or have at least 1-year experience of providing servicing/repair/maintenance of Johnson make passenger/cargo lifts during past 4 years (1/4/2018 onwards) up to date of inviting the bid.**

NOTE - The Contractors not fulfilling the above requirement of mandatory documents shall be summarily rejected.



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

INSTRUCTIONS TO SUBMIT ONLINE QUOTATION

1. In the financial bid the prices/ rates must be filled after downloading the financial bid document in the prescribed format issued through online e-Tendering website. The financial bid should be saved and duly filled up and uploaded to the e-Tendering site using digital signatures for signing the documents/ (signed and uploaded).
2. The contractor shall fill up Annexure-1, stating at what percentage below/above (in figures) the total estimated cost, he will be willing to execute the work. The tender submitted shall be treated as invalid if:
 - (i) The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
 - (ii) The percentage above/below is not quoted on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.

If The percentage quoted above/below is different in figures & words, then Lowest of these two will be considered for Evaluation and Finalization.

3. E- QUOTATION Document is not transferrable and the same is to be submitted with digital signature/ signed & scanned copy by the pre- authorized personnel of the Contractor.
4. The interested and Eligible Parties/Contractors/Vendors are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their QUOTATION as to the nature of elevator, electrical connections, wiring etc., the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their QUOTATION.
5. QUOTATIONS containing any condition leading to unknown/indefinite liabilities shall be summarily rejected.
6. No interest shall be allowed on the Earnest Money.
7. In present mode of Inviting Online QUOTATION, any document, representation, submission in physical form against this NIQ through Tender box/by post shall not be accepted.
8. The bid would be opened at due date and time mentioned in this NIQ and the same would be examined by the committee of the CWC officers. In the event of any of the documents found fabricated/ tempered/ forged/ altered/manipulated/false during the evaluation of bid at any stage, it will lead to rejection of the bid and forfeiture of EMD of the Contractor. CWC reserve its rights to disqualify the Contractor and to blacklist/ debar for future participation for the next five years.
9. In the event of any of the documents found fabricated/ tempered/ forged/ altered/manipulated/false, which was submitted by Contractor to claim his eligibility for acceptance of his quotation, even after the award of the contract, it will lead to termination of the contract, forfeiture of EMD or Performance Security/ Security Deposit whichever is available at the time of termination. CWC reserve its rights to disqualify such Contractor and to blacklist/ debar for future participation for the next five years.

10. The Contractor or their authorized representative who may wish to be present, may attend the opening of quotations.
11. The Contractors shall quote their rate inclusive of GST, labour cess and any other taxes, levies, duties as applicable on complete work, after study the relevant clauses. CWC will not entertain any claim what so ever in this respect. This should be included in the rates quoted by contractor.
12. The Contractors shall not increase his/her/their rates in case CWC negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of original offer and rates originally quoted will be binding on the Contractors.
13. Work shall be awarded to valid L1 Contractor Only who has quoted lowest percentage rates among all qualified/technically accepted contractors.
14. There will be no splitting of Work. There will be no Counter Offer to L2/L3 contractor.
15. Earnest money to the unsuccessful Contractors (to whom work is not awarded due to any reason) shall be released after finalization of QUOTATION through Electronic Mode. The Contractors are advised to provide name of bank, account number, branch code and RTGS code for account maintained by them/him for any financial transaction, if found necessary.
16. For the successful Contractor (who has quoted the valid L1 rate), earnest money will be retained as part of the security deposit.
17. The Notice Inviting E-QUOTATION along with all terms /conditions mentioned therein shall form the part of contract document.
18. The interested and Eligible Parties/Contractors/Vendors who are submitting online quotation against this Enquiry shall be deemed to have full knowledge of the site whether he/ they inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
19. The Contractor shall be responsible for arranging and maintaining at his own cost, all materials, tools and plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for, in the contract documents.
20. The contract operations and proceeding in connection with the works at all times be conducted during the continuance of contract in accordance with the laws, ordinances, rules and regulations for the time being in force and the contractors shall further observe and comply with the bylaws & regulations of the Government of India, State Government, local Municipalities and other authorities having jurisdiction over area involved in connection with the works of site & over operations such as those as carried out by the contractor/s and shall give all notices required by such by laws & regulations. The hospital and medical regulations in force for the time being shall also be complied with by the contractor/ contractors and his workmen.
21. The contractor shall at all times keep the CWC indemnified against all penalties that may be imposed by the Government of India or State Government for infringement of any clauses of the above ACTS and RULES made there in by STATE/Central Government Concerned.
22. If the Contractor expires after the submission of his QUOTATION or after the acceptance of his QUOTATION, the CWC shall deem such QUOTATION as cancelled. If a partner of a firm expires after the submission of their QUOTATION or after the acceptance of their QUOTATION, the CWC shall deem such QUOTATION as cancelled, unless the firm retains its character. However, in such cases, the amount of earnest money will be refunded to the legal heir on production of successor certificate.
23. The contractor shall not be permitted to quote for works in the Central Warehousing Corporation in which his near relative is posted as Accounts Officer or as any officer in any capacity between the grade of Chief Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the Central Warehousing Corporation or in the Ministry of Consumer Affairs, Food & Public Distribution, Govt. of India, New Delhi.

The Corporation reserves the right to debar the Contractor/Vendor from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION for any breach of this condition.

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

M/s Indian Telephonic Industries Limited,
C-62, 2nd Floor, Preet Vihar, Opp. To Metro pillar 79,
New Delhi-110092
May call following help line numbers at 011-49424365/0-8800115946

HEAD OF ENGINEERING
For and on behalf of
Central Warehousing Corporation

SPECIAL CONDITIONS OF CONTRACT

1) **The scope of work: -**

CWC RO Bangalore is having the 1 No. 8Person 544KG capacity passenger lift. The details of the machines are as follows: machine number L-L 2602

Key Component of Scope are:

- a. The Comprehensive AMC covers both the elevators and its equipment. Contractor has to keep elevators in healthy & sound working condition throughout the contract period.
- b. Minor & Major Breakdown Maintenance of Elevators has to attend throughout the Contract period. Any break-down calls shall be attended within 24 hours from the time of intimation without any extra charge and elevator shall be made operational. Contractor shall ensure to rectify Minor breakdown within 1 day and Major breakdown in maximum of 3 days from the time of intimation.
- c. Log book shall be maintained for each Elevator and submitted to CWC. Log books shall contain the list of parts replaced during monthly maintenance.
- d. The elevators have to be load tested for rated capacity as per relevant standards in the presence of CWC officials.
- e. Contractor is advised to have a site visit, inspect the Elevator before submitting the tender to have complete details of Elevators.
- f. Maintenance shall be carried out according to the instructions of CWC Officials.
- g. Faulty parts that need replacement are to be replaced with the same specification and same make of Johnson; if the part of same specification and make is not available it is to be replaced with spars/parts of higher specifications/ configuration and/or make/brand agreed by CWC. The replaced spare parts should be new and at par with the faulty parts.
- h. The replacement of the following components is outside the scope of this contract
 - Elevator car enclosure.
 - Bulbs (including fluorescent tubes)
 - Incoming electrical wiring up to main switches in the machine room
 - Main switches in the machine room
 - Dry cells, batteries & LCD
 - Decorative items including mirror and hand rail

B. Contractor Responsibilities:

Contractor will deploy trained and skilled technician/ personnel. The technician should be qualified to keep the elevators in efficient, reliable and safe operating condition.

C. Planned Maintenance:

Contractor will monthly examine, lubricate and adjust the equipment and carry out planned maintenance in systematic and controlled manner.

D. Repair or replace parts:

The contractor has to repair /replace the defective parts with original Johnson manufactured spare parts or higher specification. No payment shall be made to contractor for repairing/replacing of defective parts. The details of the parts/components/equipment covered under CAMC are as below:

- All wire ropes and chains (where fitted) as often as required to maintain adequate factor of safety, to equalize the tension on all hoisting ropes, repair or replace conductor cables and hoist way and machine room elevator wiring.
- Machine, worm gear, thrust bearing, drive sheave, drive sheave bearing, break contact, linings and components. Motor, Motor Generator, Motor winding, rotating elements, commutator, Brushed, brush holder, bearing, coils, resistance for operating and motor circuits, magnet frames and other mechanical parts.
- Motor, Motor Generator, Motor winding, rotating elements, commutator, Brushed, brush holder, bearing, coils, resistance for operating and motor circuits, magnet frames and other mechanical parts.
- Controller, Selector, Levelling Devices, Cams, Relays, Solid State Components e.g. PCBs, Transducers, Resistors, Condensers, Power Amplifiers, Transformers, Contacts, Leads, Dashpots, Timing Devices, Steel Selector Tapes and Mechanical and Electrical Driving Equipment.
- Governor, Governor Sheave, Shaft Assembly, Bearings, Contacts and Governor Jaws.
- Car and Hall Mechanical Buttons, Car and Hall Position Indicators, Hall Lanterns, Car Direction Indicators and all other Car and Landing Signal Fixtures, as installed by contractor.
- Deflector or Secondary Sheave, Bearings, Car and Counterweight Guide Rails and Buffers, Top and Bottom Limit Switches, Governor Tension Sheave Assembly, Compensating Sheave Assembly, Car, Counterweight and Counterweight Guide Shoes including Rollers or Gibbs.
- Interlocks on Hostway Door, Hostway Door Hangers, Guides, Automatic Power Operated Door Operator, Car Door Hanger, Car Door Contact, Safety Shoe, Load Weighing Equipment, Car Frame, Car Safety Mechanism and Platform.
- Furnish lubricants compounded to contractor's stringent specifications.
- Examine periodically all safety devices and governors and make all custom for any safety tests.

E. Spare part inventory:

Contractor will maintain supply of frequently used spare parts and lubricants to meet the specific requirements of elevator.

F. Quality control:

Contractor shall provide weekly check on each lift and will record in service book about health of lift.

Moreover, Contractor will perform monthly, quarterly and half yearly survey of the elevators and its equipment for verification to keep them in healthy & sound working condition throughout the contract period. Contractor will also conduct periodic field audits of its personnel to maintain quality standards. Contractor field engineers will provide technical assistance & technical information.

G. Safety Measures:

- Contractor will periodically examine safety devices and governor of the equipment to ensure safety. In addition, contractor will conduct safety test of the equipment.
- The contractor shall insure him and all his staff against accidents for the duration of the contract period at his cost. They shall follow necessary safety practices for working at elevated height, inside elevator,

etc. The contractor shall produce proof of insurance cover before starting the work in CWC.

- CWC will not be responsible for any type of injury including death caused to the contractor's personal during the work.

H. Time of response:

- Any break-down calls shall be attended within 24 hours from the time of intimation without any extra charge and elevator shall be made operational. Contractor shall ensure to rectify Minor breakdown in within 1 day and Major breakdown in maximum of 3 days from the time of intimation.

I. Wiring:

- Contractor will maintain current OTIS engineering wiring diagram during the execution of the contract and the same will be used exclusively by examiners or authorized contractor representatives.

J. Customer service:

- Contractor will assign a representative to CWC who will periodically visit our building and will be available for consultation in any matter relating to the maintenance of the elevators.
- 0 SPECIAL CONDITIONS: -
- All taxes such as income tax as applicable will be deducted as per govt. norms from the contractor bill.
- Contractor shall submit GST registration & Pan Card along with the quotation.
- The rates are inclusive of GST and GST applicable for this work is @ 18%.
- In the case of premature termination of the contract due to defect or poor performance at the end of contractor, no compensation will be payable.
- The contractor will exercise all reasonable skill, care and diligence in the performance of the services under the agreement and shall carry out all the responsibilities for obtaining the approval of the Competent Authority in accordance with recognized professional standards.
- In case, at any stage, the work is found unsatisfactory due to delay or work of inferior quality, CWC reserve the rights to terminate the work and get it done from any other agency at the risk and cost of the consultant.
- The total amount payable will be on the basis of the quoted rates. Payment shall be made for the work done as per schedule attached on clause 3.
- The contractor will have to abide by the labour laws and have to extend the statutory due benefit to the person deployed and the CWC will not be held responsible for any compensation in case of any miss-happening during contract period.
- 5% of the contract value will be kept withheld as Performance Guarantee. EMD of successful contractor shall be retained towards PG. Balance PG can be submitted through DD/FDR/BG. Full amount PG may also be deposited and in such case, EMD will be refunded.
- The contractor has to ensure that the electrician doing the work should be a license holder of electrical work and should be insured for entire duration of work against any hazard or accident.
- Fitness /safety certificate shall be provided by contractor and THE CONTRACTOR shall also assist CWC officials in renewal of licence from authorities during the contract period.

2.0 SPECIAL CONDITIONS: -

- a) All taxes such as income tax as applicable will be deducted as per govt. norms from the contractor bill.
- b) Contractor shall submit GST registration & Pan Card along with the quotation.
- c) The rates are inclusive of GST and GST applicable for this work is @ 18%.
- d) In the case of premature termination of the contract due to defect or poor performance at the end of contractor, no compensation will be payable.
- e) The contractor will exercise all reasonable skill, care and diligence in the performance of the services under the agreement and shall carry out all the responsibilities for obtaining the approval of the Competent Authority in accordance with recognized professional standards.
- f) In case, at any stage, the work is found unsatisfactory due to delay or work of inferior quality, CWC reserve the rights to terminate the work and get it done from any other agency at the risk and cost of the consultant.
- g) The total amount payable will be on the basis of the quoted rates. Payment shall be made for the work done

as per schedule attached on clause 3.

- h) The contractor will have to abide by the labour laws and have to extend the statutory due benefit to the person deployed and the CWC will not be held responsible for any compensation in case of any miss-happening during contract period.
- i) 5% of the contract value will be kept withheld as Performance Guarantee. EMD of successful contractor shall be retained towards PG. Balance PG can be submitted through DD/FDR/BG. Full amount PG may also be deposited and in such case, EMD will be refunded.
- j) The contractor has to ensure that the electrician doing the work should be a license holder of electrical work and should be insured for entire duration of work against any hazard or accident.
- k) Fitness /safety certificate shall be provided by contractor and THE CONTRACTOR shall also assist CWC officials in renewal of licence from authorities during the contract period.

3.0 Payment terms:

- a) The bills along with supporting documents shall be accepted on quarterly basis after the submission of GST invoice and the payment shall be made complete in all respects after due verification subject to other terms & conditions mentioned in Taxes & Duties Clause. No interest shall be payable for delay in making the payment.
- b) CWC has the right to ask the monthly performance report of elevators as & when required.

4.0 Validity of contract

The contract will be valid for a period of Two Years. The same may however be extended further for one year with mutual agreement, in writing, and on the same Rates / Service Charges, Terms and Conditions.

5.0 Penalty/Liquidated damages

Breakdown / Emergency service calls should be attended within 24 hrs. of receipt of breakdown information at contractor's office through phone / fax / email complaint. Minor breakdown calls shall be attended and lift must be brought into operation within 1 days from the date of lodging of complaint. Major breakdown calls case of attended and lift shall be brought into operation within 3 days from the date of lodging of complaint. **Failing which, CWC shall have the right to impose penalty/liquidated damages @ 500/- Rs per day of delay subject to maximum of 10% of Contract value.**

Penalty of Rs. 100/- to 500/- per incidence can also be imposed on any lapses of contractor/his agent/ like misbehaving, consumption of liquor/chewing or smoking tobacco on duty etc. Total Penalty shall be limited to 10 % of total contract value.

6.0 Delay or Deferments

6.1. Where the Contractor has to work along with other agencies in and around the area allotted for his works, he shall execute all his works in complete coordination and cooperation with all such agencies so that at no time either his work or the works of other agencies is stopped or delayed. In case of any dispute in this regard the decision of CWC or their representative will be final and binding on the Contractor. No claim for idle labour, plant and machinery under any circumstances will be entertained by the CWC.

6.2. During the execution of this work, the OFFICE will be operational. Contractor has to execute all works in complete coordination and cooperation with all activities confined to the area within the scope of this work, so as not to affect the operation of OFFICE under any circumstances. In case of any dispute in this regard, the decision of CWC or their representative will be final and binding on the contractor. Contractor shall also note the work shall progress as per the phased development, if any.

7.0 Payment to be made by CWC

7.1 The contractor will submit running account bills/final bill as per clause no 3.

7.2 All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such

certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in anyway powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

8.0. Bought out Items/Materials incorporated in the work.

Contractor will not incorporate in the work any bought out item/material without specific permission and written approval of Engineer in charge. Samples of such bought out items /materials shall be got approved from Engineer in charge well in advance.

Engineer in charge may ask the specific test reports of material from the manufacturer of the material or from third party lab, as approved and deemed fit by CWC, towards the approval of material to be incorporated or already incorporated in the work and Contractor Shall extend full cooperation and shall submit such reports and shall also pay necessary fee towards testing of such material from outside lab.

In case, the material does not meet the approved specifications /laid down specifications of Contract/CPWD/BIS etc., Contractor will remove the same from site of work or will dismantle such work to rectify the same with approved material without any extra claim at later stages.

CWC will not be liable to pay against any work completed by contractor where unapproved materials are incorporated by them without specific written approval of Engineer –in charge.

9.0 Price variation.

The rates quoted by Contractor and once accepted by CWC shall remain firm during the contract period or during the extended period, extended due to any reason, and no price variation shall be payable by CWC due to change in rates of material/labor/T&P etc.in market.

10 Handling of Materials

10.1 No lead is payable on water for works done under any section of DSR or for the work done under any Non Scheduled Item (NSI) Rate.

10.2 If material stored in the office are lost, stolen or damaged during execution of construction work by the contractor or his labourers, the cost of the same @ twice of the prevailing market rate will be recovered from the Contractor's dues and Contractor will have no claim whatsoever on this account.

10.3 During execution of work, if CWC Property/materials including Visible/hidden, cables and pipelines, drains etc, are damaged due to workmanship of Contractor then same will be set right by contractor at his cost within a reasonable time as decided by the Engineer-in-charge. In case contractor fails to rectify the damages caused during construction/ under their custody, the cost of the damaged material shall be recovered from the contractor @twice of prevailing market from the contractor dues/ bills and contractor will not have any claim whatsoever on this account.

10.4 The contractor shall consult the Engineer-in-Charge in writing regarding collection and stacking of materials required for the work. He should not stack materials at any places other than those approved by the Engineer-in-Charge. No excavated earth or building material shall be stacked on area where other buildings roads, services or compound wall are to be constructed.

11.0 Termination of Contract: -

Contractor shall abide himself all conditions of Contract and shall maintain full integrity and shall demonstrate the performance to complete the work awarded to them.

Contractor provide his acceptance to terminate the Contract by CWC, if contractor fails to perform in accordance of terms and Conditions of Contract or Contractor does not commence the work within stipulated time frame/reasonable time frame of 7 days from the date of clear handing over of Site OR Contractor does not respond within 7 days' of representation /submission made by Engineer in charge regarding Poor progress of work/ poor quality of work or contractor does not maintain progress of work as per rules.

In case of termination of contract, available EMD, PG / Security Deposit with the department against the said contract will be forfeited. NO claim by Contractor after 7 days from termination of contract shall be accepted by CWC

AFFIDAVIT**(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY QUOTATIONER ALONG WITH THE QUOTATION DOCUMENTS)**

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

I _____ appointed as the attorney/ authorized signatory of M/s. _____ (hereinafter called the Contractor) (including its constituents) for the purpose of the E-QUOTATION documents for the work of “**Comprehensive Annual Maintenance Contract of 1 nos Johnson lift installed at Central warehousing corporation Regional office nandini layout** ” as per the E-QUOTATION Notice No.03Q/22-23 of CWC, do hereby solemnly affirm and State on behalf of the Contractor including its constituents as under:

1. I/ We the Contractor (s), am/ are signing this document after carefully reading the contents.
2. I/ We the Contractor (s) also accept all the conditions of the QUOTATION document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the QUOTATION documents from CWC Tender portal www.cwceprocure.com and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the QUOTATION document. In case of any discrepancy noticed at any stage (i.e. evaluation of QUOTATIONS & execution of work) the decision of CWC with regard to such discrepancies shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the QUOTATION by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
7. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of QUOTATIONS, it shall lead to forfeiture of the QUOTATION&EMD besides suspending of business for minimum one year.
Further, I/We _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract.
9. I/We certify that I/We are not black listed or debarred by MES/CPWD/Railways /any Govt. Department / State PWDs/ PSU (Public Sector Undertaking) and Govt. Sector Construction Agencies from participation in QUOTATIONS/contract on the date of opening of bids.

10. I/ We undertake that the Quotation document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, I/ we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.
11. I/ We further confirm that we have quoted our rates in our financial bid as per the conditions of the Tender Document and for all the items.

DEPONENT

SEAL AND SIGNATURE OF THE CONTRACTOR

VERIFICATION

I/We above named QUOTATIONER do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

**SEAL AND SIGNATURE
OF THE CONTRACTOR**

Place:-

Dated:-

Details as appropriate are to be filled in suitably by CONTRACTOR

Attestation before Magistrate/ Notary Public.

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

POWER OF ATTORNEY

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

We, M/s. _____ (name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name 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/ QUOTATION / 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.

Dated this the _____ day of _____ 20

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

(Signature and name in block letters of Proprietor / All the partners of the firm / Authorized Signatory for the Company) (*Strike out whichever is not applicable*)

Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1:

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 executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Power of Attorney is to be attested by Notary.

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

Agreement for Item / Percentage Rates for Works

This Agreement for execution of work executed at _____ this day of the _____ 200 by the Central Warehousing Corporation, New Delhi- 16 established under Warehousing Corporation Act, 1962 (hereinafter called 'the' Corporation) and M/S _____ a partnership firm from consisting of partners namely (i) _____ (ii) _____ (iii) _____/company registered under companies Act/individual carrying on business in the name and style of _____ (herein under called "contractor" which term shall mean and include unless repugnant to the context his/ their executors. Administrators, legal and personal representatives Witnesses as follows:

WHEREAS the Corporation requires _____ to be constructed at _____ and whereas the contractor has agreed to execute the items of work Section as per General Conditions of Contract and Schedule of Work attached.

AND WHEREAS the contractor having agreed to execute the above referred items of works/ Section it is hereby agreed that the terms and conditions of the contract as enumerated in General Conditions of Contract (Broad Heading of which are given in the Index thereto) item of works/ section as per Schedule of work, the work order issued and specification of the CPWD for the time being enforce shall form an integral part sole repository of the terms and conditions of this contract.

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

Contractor
Witness & address

For and on behalf of the Corporation
Witness & address

1.
Dt.

1.
Dt.

2.
Dt.

2.
Dt