

NO. CWC/RO-LKO/Engg.Sec./2025-26/AMC/49T/LOA/

Date: 30.03.2026

(By Email only)

M/s NDP Construction

G-155, Sector 11

Pratap Vihar, Ghaziabad,

Uttar Pradesh 201009

Mobile No. : 9899350977

E-Mail : ndpconstruction@yahoo.in

LETTER OF AWARD

Subject: "Execution of Miscellaneous Repair /Maintenance, upgradation and Construction works of Central Warehouse located at Shahganj on Annual rate Contract basis." - Reg

Ref.: (i) Tender No. CWC/RO_Lucknow/Engg./25-26/49T Dt. 08.01.2026 (EMD: Rs. 2,45,500)

(ii) Your Tender opened on: 24.01.2026 (Tech. Bid) & 27.03.2026 (Fin. Bid)

Dear Sir,

Central Warehousing Corporation (CWC) is pleased to place the Letter of Award (LOA) to **M/s NDP Construction** herein after also referred as 'You' or 'Contractor', for : Execution of Miscellaneous Repair /Maintenance, upgradation and Construction works of Central Warehouse located at Shahganj on Annual rate Contract basis at your tendered rates.

1.The total contract value shall be **INR. 73,62,800.66** (Seventy three lakh sixty two thousand eight hundred and sixty six paise only), as per schedule wise details below:

Sl.No	Tender Schedule Detail	Estimated cost as per Schedule	Rates quoted. Above/Below	Total amount as per tendered rates
1	Sub Schedule A-I (Civil work items from DSR 2023 with latest correction slip and NSI/MR items.	INR. 94,61,703.65	40.70% Below	INR.56,10,790.26
2	Sub Schedule A-2 (Electrical work items from DSR (E&M) 2022 with latest correction slip and NSI/MR items.	INR. 15,38,530.00	15.00% Below	INR. 13,07,750.50
3	Sub Schedule A-3 (Items for General maintenance Services - Horticulture and House Keeping works.	INR. 12,69,314.00	65.00% Below	INR. 4,44,259.90
	TOTAL TENDERED AMOUNT			INR. 73,62,800.66

2.The contract shall be a rate contract where the rates quoted by you are acceptable to CWC and agreed to execute the works to be ordered during contract period. The rate contract based on your quoted rate shall be fixed for 01 (ONE) year from the date of placement of LOA and rates will remain invariable during the contract period.

3.You are requested to submit an irrevocable and unconditional performance bank guarantee of 15% (5+10) of the contract value (PBG, as per Annexure I) amounting to **INR. 11,04,450/-** i.e., (Eleven lakh four thousand four hundred fifty only) from a bank or financial institution acceptable to the Corporation, in favour of "The Regional Manager, CWC, RO, Lucknow" as per clause 11.4.3 of contract.



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- (i) The PG will be submitted by you within 15 (FIFTEEN) days from the date of issue of this Letter of Award. The Performance Guarantee shall be initially valid up to first anniversary of this Letter of Award (LOA) plus 60 days beyond that i.e., at least up to 29-05-2027. The performance guarantee shall be returned to the contractor after successful completion of work, without any interest.
 - (ii) In case of non-submission of Performance Security / Performance Guarantee (PG) by contractor by due date as above, CWC, upon written request of Contractor, may extend the due date of submission of PG which in no case shall be 30 days of receipt of the Letter of Award (LOA). Such (maximum) allowable extension shall be with late fee @ 0.1% per day of Performance Guarantee amount beyond the initial period of 15 days.
 - (iii) In case of non-receipt of written request of Contractor for extension of initial due date of submission of PG or non-submission of PG even by 15th day of receipt of LOA, no extension of such due date shall be suo moto granted by CWC. The action on contract shall be decided by CWC as per provisions given in Tender Document.
 - (iv) In case the PG/SD is to be submitted through BG then, The Bank Guarantee issuing bank shall send cover for Bank Guarantee issued through SFMS platform to the CWC Banker i.e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:
 - MT760 COV for issuance of bank guarantee.
 - MT767 COV for amendment of bank guarantee.
 - Issuing bank shall mention CWC beneficiary code i.e. CENTRALW27112020 in field 7037 of MT 760 COV / MT767 COV.
 - The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.
 - Bank Guarantee submitted without these details shall not be accepted.
 - (v) If the contractor, having been called upon by CWC to furnish PG, fails to do so within the period as specified above (in case of non-extension) and even up to last date of extended period, if extended as specified above, the contract shall be terminated without any notice to Contractor, duly forfeiting EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in future tender of the Corporation for next two years from the date of debarring.
 - (vi) You are required to execute an agreement with CWC at CWC Regional Office-Lucknow in prescribed Performa attached at ANNEXURE II within a maximum period of 07 (SEVEN) working days of submission of PBG. Failure to do so shall constitute a breach, in which case, CWC would be at liberty to not only terminate the contract but also debar from participation in future tender for five years.
4. Engineer-in-charge/Warehouse Manager CWC, on behalf of CWC Regional Office shall place the work orders to you after signing the contract agreement. Separate work orders shall be placed for works to be executed in different area, time, and for works which are of different nature for each warehouse in the zonal cluster during the contract period.
 5. CWC reserves the right to place 'N' number of work orders of any value within stipulated contract amount during contract period. CWC is not bound to place the work orders of value covering all amount during this period also.
 6. You will be required to mobilize your resources to commence the work as per scope requirements in work order placed. Terms and conditions of the work execution shall be as those give in tender documents.



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7. The work shall be executed as per the conditions laid down in the tender document.

8. Payment:

Bills will be submitted by the contractor as per Bill Proforma through CWC online bill tracking system (BTS) only to the Regional Manager. Running Account/Final Bills shall be submitted on monthly basis, during 1st week of each month incorporating certified measurement of all works/services completed during previous month and other documents as per clause 17 of Vol-II Contract & GCC.

9. Security Deposit:

Security Deposit @ 5% of value of work, shall be retained of all the invoice(s), as applicable for executing works with defect liability period and shall be released only upon satisfactory completion of Defect Liability Period as mentioned in work orders.

10. Insurances:

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

(a) Employers Liability and/or Workman's Compensation insurance to the full extent required by all laws applicable in the country (a) where this Contract is being performed and (b) in which the Contractor is incorporated.

(b) Construction All Risks insurance covering loss of or damage to the Facilities to the full replacement value thereof (as applicable in case of new construction/ upgradation works mentioned in Work Order);

(c) Any other insurances which the Contractor is obliged to cover under any applicable laws or which shall be adequate in terms of type, coverage and limits to cover the Contractor's liabilities under this Contract.

The insurances defined above 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. Insurance taken shall be in accordance with clause 21.3 "General requirements" of Vol-II Contract & GCC.

11. Compliance of all Labour Laws and Regulations:

The Contractor should get themselves registered with and obtain a license from the Assistant Labour Commissioner concerned, as required under Contract Labour (Regulation and Abolition) Act 1971 and produce the same to Warehouse Manager, in compliance to above and the Conditions of Contract. The copy of application for obtaining labour license may be submitted to Warehouse Manager within 15 days of issue of this LoA.

12. No escalation on account of any increase in price index, in the price of materials, imposition of Goods and Service Tax (GST) or other tax, etc., or imposition of levies etc. will be payable and no price escalation shall be applicable even during the extended period for completing the work.

13. Contractor shall obtain separate code/identification no. or contractors deposit of PF dues. The Contractor shall



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also submit a copy of PF registration/code no. along with of PF paid challan along with running account and final bill.

14. ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. Contractor shall submit proof for submission of ESI and EPF to respective Authorities along with Running Account and Final Bill compulsorily.
15. The contractor shall ensure that all safety precautions are followed strictly as per the safety of code of General Conditions of Contract.
16. Time is the essence of the contract. Extension of time (EOT), due to delay on the part of the contractor, i.e. in case the contractor fails to complete the work within the stipulated period and beyond the justified extended date, contractor will be liable for levy of compensation for delay as per clause 10 "Liquidity Damages" of Vol-II Contract & GCC.
17. For delay in General Maintenance & Services or for non-performing the same, LD shall be applicable as per the provisions of Appendix II of Schedule II of Tender document.
18. Following officers of CWC shall be concerned officers for dealing with this contract and you as a contractor shall be required to take instructions from concern officer who has placed the work order for executing the work.

S/N	Name of officer	Designation, Place of Posting
1.	Sh. S.S Priyan	WHM, Central Warehouse –Shahganj (Mob-9566117246)
2.	Sh. Yash Mishra	HOD, Senior Manager (Engg.) Regional Office-Lucknow

19. You are requested to return two copies vide digital means (through email only), duly signed by you or your authorized representative, as a token of your unconditional acceptance of this LOA. All terms and conditions of the tender document will be applicable.
20. You are requested to commence the initial inspection of the complex and submit estimates/ building survey report as per provision of Appendix -I of Schedule II.

Thanking You.

Encl: Annexure-I & II

For and on behalf of Regional Manager,

Yash Mishra
Senior Manager (Engg.)

**Received and accepted on behalf of
M/s NDP Construction,**

Copy to:

1. The Senior General Manager, Engg. CWC, CO.
2. The DGM (Finance), CWC, RO, Lucknow.
3. The Warehouse Manager, CW- Shahganj



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Annexure I

PERFORMANCE BANK GUARANTEE

Note:-

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

BANK GUARANTEE

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

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

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

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

NOW THIS WITNESSETH:

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

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- 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.
- 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].
 - 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.
 - 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 forbear 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.
 - 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.
 - 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.
 - 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.
 - The Surety confirms that this bank guarantee has been issued with observance of appropriate laws of India.
 - Not with standing anything contained hereinabove:
 - Surety's liability under this bank guarantee is limited to INR _____ (in words) and Bank's guarantee shall remain in force until [insert date].
 - Any claim under this bank guarantee must be received by Surety 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.
 - 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.
 - The Bank undertakes not to revoke this bank guarantee before the expiry of this bank guarantee including during extension period, if any.



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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



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Annexure-II

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

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

BETWEEN

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

RECITALS

Whereas:

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

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. The Contractor agrees to perform such Services including, any incidental services, in accordance with the terms and conditions of this Contract/ Work Order (S) or as directed from time-to-time by the Corporation, such directions not being inconsistent with this Contract, and in consideration of its due performance of such Services, the Corporation agrees to pay the Contractor according to the rates, terms and conditions herein contained.



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2. The Contract shall comprise the following documents:

This Agreement;

Schedule I: Conditions of Contract with Appendix(s);

Schedule II: Scope of Work and Appendix(s)

Schedule III: Price/ Compensation Schedule

(All hereinafter the “Contract”)

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

4. The terms and conditions of this Contract shall take effect from **[insert date]** (the “Effective Date”) and shall be valid for 1 year(s) only.

5. The required date for commencement of the Work shall be as per the Work Order (s) that may be issued by the Warehouse Manager/ Corporation’s Engineer (**Refer Schedule II: Scope of Work**), on need basis, from time to time (“**Commencement Date**”). Notwithstanding any other provisions of the Contract, Corporation’s obligations under this Contract or any Work Order shall arise only upon issuance of a Work Order to the Contractor. The Work Order may comprise *inter-alia*, the following:

- Work Order reference Number, Date of Placement;
- Name of the Work/ services to be delivered;
- Schedule of handing over of site by the Corporation;
- Schedule of issue of designs (If required/ applicable) by the corporation;
- Estimated (abstract) quantities of Work(s);
- Time of commencement and completion;
- Reference of quantity estimates whether estimated by Contractor or estimated by CWC Engineer/ Warehouse Manager
- Defect Liability Period;
- Place of Work, Site details.

6. The work(s) shall be required to be completed within stipulated time schedule to be reckoned from the 3rd day from date of placement of Work Order in case of R&M/ Upgradation works as per Table 2 /Table 3 of Scope of Work (Schedule-II) and from next day from date of placement of Work Order in case of Horticulture & Housekeeping Services mentioned in Table 1 of Scope of Work (Schedule-II) above and immediately upon call by Warehouse Manager for breakdown services mentioned in Table 1 above to meet the time line as per Schedule- II of Scope of Work.

7. For the purposes of Clause 14 (Warranty) of Schedule I (Conditions of Contract) the “Warranty Period” shall be a period as stipulated in the Scope of Work (Schedule-II) from the date of issue of the Completion Certificate in respect of the respective work(s) or, if earlier, the date of termination of the Contract; provided that if any



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rectification is carried out pursuant to Clause 14 (Warranty), then the Warranty Period shall be extended for a further equivalent period from the date of completion of such rectification.

8. The Contractor has provided the Corporation with an irrevocable and unconditional performance bank guarantee in the sum of _____ i.e. **[insert amount]** from a bank or financial institution acceptable to the Corporation (the “**Performance Bank Guarantee**”). The PBG shall be returned to the Contractor after Completion Certificate issued by the Corporation.

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

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

The Corporation shall make a claim under the Performance Bank Guarantee apart for amounts to which the Corporation is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

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

If to the Corporation/ Regional manager:

[Insert Address]

E-mail: []

Attention: []



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If to the Contractor:

[Insert Address]

E-mail: []

Attention: []

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

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

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

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



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

Signed by.....

.....[Print Name]

for and on behalf of **CWC**

Witness.....

.....[Witness Name]

Signed by.....

.....[Print Name]

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

Witness.....

.....[Witness Name]



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