



  
**केन्द्रीय भण्डारण निगम**  
 (भारत सरकार का उपक्रम)  
**CENTRAL WAREHOUSING CORPORATION**  
 (A GOVT. OF INDIA UNDERTAKING)  
**जन जन के लिए भण्डारण - WAREHOUSING FOR EVERYONE**



क्षेत्रीय कार्यालय : 75, अरेरा हिल्स, केंद्रीय विद्यालय नं 1 के सामने, भोपाल - 462 011, Regional Office : 75, Arera Hills, Opposite Kendriya Vidyalaya No. 1, Bhopal – 462 011, दूरभाष Tel No. 0755 – 2571275, 2675311 (D), फैक्स Fax : 0755 – 2572224, ई मेल Email : rmbpl@cewacor.nic.in, robhopal.cwc@gmail.com, वेबसाइट website : www.cewacor.nic.in

### E-TENDER NOTICE

Central Warehousing Corporation invites **online-tender** under Two Bid System (**Techno-Commercial Bid**) from reputed Manufacturers for upgrading of existing 50 MTC pittype Electronic Lorry Weigh Bridge, Lee make, 12m x 3m platform size, to 60 MTC Pitless Electronic Lorry weighbridge, including new ramp construction Central Warehouse, Indore-III,

Scope of Work	Upgrading of existing 50 MTC pit-type Electronic Lorry Weigh Bridge, Lee make, 12m x 3m platform size, to 60 MTC Pit less Electronic Lorry weighbridge, at Central Warehouse, Indore-III, including dismantling of old ramp and construction of new ramp of appropriate length (6 metres and breadth 3 metres).		
Quantity	One (1)		
Tender Notice	Online (e-tendering) tender for above work. Tender documents will be available on website: <a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a> , <a href="http://www.tenderhome.com">www.tenderhome.com</a> and <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> and shall be submitted in <a href="http://www.tenderwizard.com/CWC">www.tenderwizard.com/CWC</a> website.		
Tender Type	<b>Open</b>		
Schedule of E-Tender	Document downloading date & time	09.08.2019 (from 16.00 Hrs.) to 29.08.19 up to 23.59 hours	
	Pre-bid meeting	At CWC RO, Bhopal on 21.08.2019 at 1500 hours	
	Last date and time of online bid Submission	30.08.2019 up to 15.00 hrs	
	EMD.	Through e-payment only	
	Date and time of online technical bid opening	30.08.2019 at 15.30Hrs.	
	Date and time of online Price bid opening	Will be intimated later	
	Bid validity period	90days from the date of opening of price bid and further extendable for 15days	
	Project duration	<b>45 Days</b>	
Payment Details	Processing Fee of tender document	As per applicability to Ms. K.S.E.D.C Ltd.	
	Cost of Tender	Rs.1000 + GST 18% through e-payment only	
EMD	Rs.13,000/-	Security Deposit	5% of tendered or accepted cost.
EMD and tender cost	Exempted for MSME registered tenderers.		

<b>Performance Guarantee</b>	5% of the tendered and accepted cost, to be furnished by the successful bidder on issue of Letter of intent.
------------------------------	--

<b>Eligibility Criteria</b>	<p><u>Reputed manufacturers who wish to participate should qualify the following eligibility parameters for quoting the rates online:</u></p> <ol style="list-style-type: none"> <li>1. Latest valid <b>GST REGISTRATION</b></li> <li>2. Latest valid <b>License for manufacturing of electronic lorry weigh bridge issued by the State authorities.</b></li> <li>3. <b>License from Department of Metrology, for repairing/servicing of electronic lorry weigh bridges in their name in the state of Manufacture.</b> License should be possessed for repairing and servicing for the ELWB as per the standards of Weights and Measure Act/dept. of Legal Metrology.</li> <li>4. <b>Certificate in respect of successful installation of 15 numbers pitless Type ELWBs not less than 60 MTC in Government organizations or in PSUs in the last 7 preceding financial years ending on 31.3.2019,</b> which should be supported with <b>copy of supply order, successful installation/completion report from the end of clients/customer.</b> Mere production of supply order will not be considered as proof of satisfactory performance.</li> <li>5. <b>Model approval upto 60 MTC ELWB certificate from Department of Legal Metrology, Govt. of India.</b></li> <li>6. <b>Proof of annual production capacity of 10 numbers of 60MTC ELWB from NSSIC/SSIC/DIC.</b></li> <li>7. <b>Audited Balance Sheet for having average annual turnover of minimum of Rs.3,25,000/- (Three Lakhs Twenty Five Thousand only) during last three preceding financial years ending on 31.03.2019, ie. year 2016-17, 2017-18 and 2018-19 .</b></li> <li>8. <b>Solvency Certificate</b> from a Nationalized or Schedules Bank of <b>Rs.2,60,000/-</b> (Rupees Two lakh only) which <b>shall not be more than three months old</b> from the date of submission of tender.</li> <li>9. <b>Proof for upgrading of atleast 2 numbers ELWB/LWB to 60 MT Electronic Lorry weigh bridge or higher in any of State/Central govt. or in PSUs. Award Copy/supply order in the last 03 preceeding financial years ending 31/03/2019with work completion certificate to be attached for proof.</b></li> </ol>
-----------------------------	--

#### **Mode of Payment of cost of tender and EMD:-**

1. By way of E-payment: By using credit card, debit card and through internet banking (Proof of remittance required to be uploaded).
2. By way of NEFT/RTGS: Through the Banks by downloading the challans available in the website. (Proof of remittance required to be uploaded).

#### **INFORMATION FOR ONLINE PARTICIPATION:**

1. Bidder must upload the scanned copies of originals of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tampered/altered/manipulated during verification, then the EMD of the bidder shall be forfeited and he/they himself/themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.
2. Bidders who wish to participate in ONLINE TENDER HAVE TO REGISTER WITH THE WEBSITE THROUGH "NEW USER REGISTRATION" link provided on the home page of [www.tenderwizard.com/CWC](http://www.tenderwizard.com/CWC).

3. **DOWNLOADING OF TENDER DOCUMENT:-**The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website.
  4. **SUBMISSION OF TENDER:** - Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above after digitally signing the same. **No offer in physical form will be accepted** and any such offer, if received by Central Warehousing Corporation will be out-rightly rejected.
  5. **GENERAL TERMS AND CONDITIONS, SPECIAL CONDITIONS, TECHNICAL SPECIFICATIONS, TECHNICAL DATA ETC:** - As mentioned in the Tender Documents.
  6. CWC reserves the rights to verify the credentials and the documents submitted by the tenderer before issue of work order.
- Interested bidders can view detailed tender notice and download Tender Document free of cost from the above mentioned websites.
  - Bidders who wish to participate in online tender have to register with the website through the “**new user registration**” link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
  - Bidders who wish to participate in this tender **need to procure digital certificate as per Information Technology Act 2000 using that they can digitally sign their electronic bids.** Bidders can procure the same from any of the CCA approved certifying agencies or they may contact M/s Karnataka State Electronics Development Corporation Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid digital certificate need not to procure the same. In case, bidders need any clarification regarding online participation, they can contact at below mentioned address:
  - The digital signature certificate is normally issued within two working days, if all required documents are in place. The interested bidders are requested to apply for the same well in advance. In case the validity of the existing digital signature certificate has expired, same may be got revalidated.
  - Bidders who wish to participate in e-tender need to fill data in pre-defined forms of PQ, Technical Bid, Price Bid only.
  - After filling data in pre-defined forms, bidders needs to click on final submission link to submit their encrypted bid.

The Tender will be opened on the prescribed time and date in presence of the tenderers who may wish to present at their own cost or they can view through online website. In case the dates mentioned above happen to be Public Holidays, the next working day will be reckoned for the purpose.

The Central Warehousing Corporation reserves the right to accept/reject the tenders without assigning any reason, the decision of the Corporation in the matter shall be final and binding on tenderers.

**OTHER DETAILS:**

a) **Terms for Micro & Small Enterprises :**

1. Tender document cost will not be charged from Micro & Small Enterprises ( MSEs).
2. MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money deposit.(EMD).

3. MSMEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer, the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of M/o MSME indicated like KVIC/KVIB/CB/NSIC/DHH or any other body specified by Ministry of MSME.
4. The MSMEs must also indicate the validity date of their registration. MSEs seeking exemption and benefits should also enclose an attested/self-certified copy of valid registration certificate.
5. The benefits under MSMEs shall be available only for goods/services produced and provided by MSMEs for which they are generated.
6. In case the MSME does not fulfill the criteria at 3,4 & 5, such offers will not be liable for consideration of benefits detailed in MSME notification of Government of India dated 23.03.2012 and any other notification issued thereafter.
7. As per Public procurement policy on MSE, Considering that this is a non-divisible tender. An MSE quoting in the priced band of L1+15 % will be awarded for full/complete work of the tender, considering the spirit of policy for enhancing the Government procurement from MSEs subject to bringing down of price to L1 rate after negotiation if any, by the MSE concerned.
  - a) Bidder must upload scanned copies of above documents in support of their eligibility of bid. In the event of any documents found fabricated/forged/tampered/altere d/manipulated during verification, then the EMD of the bidder shall be liable to be forfeited and he/they himself/themselves would disqualify for future participation in the tenders of Corporation works for the next five years.
  - b) **Missing/ online corrupted/ not-downloadable/non-printable document:** The Corporation, if necessary may ask the tenderer for any specific information/clarification relating to qualifying document/condition or can seek missing documents. The missing documents to be submitted should not be of a date later than the date of submission of original bid. The missing documents sought is allowed to be submitted online or physically within a reasonable stipulated period as decided by the Corporation. If the tenderer fails to respond within the stipulated time period, no further time will be given and the tender will be summarily rejected.
  - c) **Rejection clause:** Tenders submitted without tender cost/EMD will be summarily rejected. However exemption for the MSME registered bidders .

This NIT is the part of Tender Document.

### **PREFERENCE TO MAKE IN INDIA**

Preference to Make in India order'2017 would be governed as per OM No. 18(3)/2017-PPD dated 04.07.2017 issued by Ministry of Finance, Department of Expenditure along with DIPP OM No. P-45021/2/2017-B.E-II dated 15.06.2017

### **Any clarification regarding online participation, the bidder can contact:-**

M/s Karnataka State Electronics Development Corporation Limited, 2<sup>nd</sup> Floor, TTMC 'A' Block, BMTTC, Shanti Nagar, K.H. Road, Bengaluru-560 027.  
For local Bhopal assistance, may call following help line numbers at KEONICS, Sh Bablesh Kumar, Mob.No. 9713512174

**The Regional Manager, Central Warehousing Corporation, RO, Bhopal reserves the right to accept/reject the tenders without assigning any reason; the decision of the Regional Manager in the matter shall be final and binding on tenderer.**

REGIONAL MANAGER



  
**केन्द्रीय भण्डारण निगम**

(भारत सरकार का उपक्रम)

**CENTRAL WAREHOUSING CORPORATION**

(A GOVT. OF INDIA UNDERTAKING)

**जन जन के लिए भण्डारण - WAREHOUSING FOR EVERYONE**

ISO 9001:2015  
ISO 14001:2015  
OHSAS  
18001:2007



www.tuv.com  
ID 9166077462

**E- Tender Document:**

**Name of work:** Upgrading of existing 50 MTC pit type Lorry Weigh Bridge, Lee make, 12m x 3m plat form size, to 60 MTC Electronic Lorry weighbridge, pitless at Central Warehouse, Indore-III including reconstruction of ramp.

**INDEX PART (I)****DETAILS OF TECHNICAL BID WITH COMMERCIAL ITEMS  
(WITHOUT PRICE)**

Sl No.	Section	Description	Page no.
1	I	Invitation of Tender	
2	II	Instructions to Tenderer	
3	III	Form of Tender	
4	IV	General conditions of Contract	
5	V	Special conditions for supply, installation and commissioning	
6	VI	Form of agreement	
7	VII	Form of Performance Guarantee/BG/bond	
8	VIII	Technical specifications	
9	IX	Schedule I( Technical Data)	

**INDEX (PART II)****DETAILS OF PRICE BID SCHEDULE II**

1	I	Price break up Schedule	
---	---	-------------------------	--

## SECTION -I-

### INVITATION OF TENDER (E- TENDERING)

**Online-tender** under Two Bid System (**Techno-Commercial Bid**) are invited from reputed Manufacturers of Electronic Lorry weigh bridge for upgrading of existing 50 MTC pit Type Electronic Lorry Weigh Bridge, LEE make, 12m x 3m plat form size, at Central Warehouse, Indore-III to 60 MTC Pitless Electronic Lorry weighbridge including construction of new ramps as per specifications given in the NIT and required civil work for up-gradation.

The Technical Bid & Price Bid shall be submitted as **prescribed under detailed Tender Notice** online.

- i) **TECHNICAL BID** with the commercial details should be submitted online. Earnest Money Deposit payment and cost of tender document should be paid as prescribed in the detailed Tender Notice .
- ii) **PRICE BID** should also be submitted **online**. Price Bids of only such tenderers whose technical bids are found technically qualified and acceptable will be opened subsequently on the date and time fixed by the Corporation. The date and time of opening the price bids of technically successful tenderers will be intimated to them separately.

2. The work of up-gradation of existing ELWB 50 MTC to 60 MTC Electronic Lorry Weigh Bridge at Central Warehouse Indore-III including commissioning, re-verification and stamping and construction of new ramps on both sides as detailed in this tender shall be carried out in accordance with the attached instructions to tenderer, general conditions of contract, special conditions for supply, installation & commissioning, scope of work, schedule, specifications and addenda, if any.

### 3. **EARNEST MONEY:**

The tenderer is required to deposit Earnest Money of Rs.13,000/- (Rupees Thirteen thousand only) by on line payment/RTGS/NEFT as mentioned in the NIT.

If the tenderer fails to keep the tender open for acceptance for the stipulated period of 90 days (which can be further extended by 15 days at the sole discretion of the Corporation) or after submitting his tender resiles from/or modifies his offer and/or the terms and conditions thereof in any manner, it is being understood by him (tenderer) that the tender document have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money will be refunded or released, as the case may be to the unsuccessful tenderers within 30 days of the award of the contract. The EMD deposited (get converted into collateral security) by the successful tenderer (to whom the work will be awarded) will be released only after successful completion of the entire works including guarantee period under this contract. No interest will be paid on the Earnest Money to the contractor by Corporation.

4. **Security Deposit:** 5% of the total cost of the tender value or whichever is higher in the form of Performance Guarantee in the form of BG or DD. The Performance Guarantee shall

TENDER NO. CWC/RO-BPL/LWB.TECH-UPGRADATION/2019-20/ DATED:09.08.2019  
be submitted by the successful tenderer on acceptance of the rate by the Competent Authority within 15 days of issue of Letter of Intent. This period can further be extended by the Corporation up to a maximum period of 7 days on written request of the tenderer detailing the reasons for

delays in procuring the bank guarantee, and the decision of Corporation to grant extension or otherwise shall be final.

The Letter of Intent shall be issued in the first instance informing the successful tenderer of the decisions of the competent authority to accept his tender and award letter shall be issued only after the payment of Performance Guarantee within the specified period. Corporation shall without prejudice to any other right or remedy available in law, liberty to forfeit the earnest money absolutely.

The Corporation will at the time of making payment to the contractor for the work done or supplies made under the contract, deduct 5 % Tendered Value towards Security Deposit from the bill. No interest will be paid on the Security Deposit to the contractor by the Corporation. The maximum value of SD shall be 10% of the tendered amount( which includes 5 % PG and 5 % deducted bill) .

In the event of contract being determined or rescinded under provision of any of the clauses/conditions of the agreement, the Security Deposit shall stand forfeited in full and shall be absolutely at the disposal of the Corporation.

#### **4 (a) Performance Guarantee.**

The successful tenderer has to deposit an amount equal to 5 % of the tendered and accepted value of the work(without any limit) as performance guarantee in the form of Performance Guarantee in any of the following forms:

- i) Demand Draft/Pay Order/Bankers' Cheque of scheduled /Nationalized Bank in favour of Central Warehousing Corporation payable at Bhopal.
- ii) An irrevocable Bank Guarantee Bond of any scheduled/Nationalized Bank in the prescribed form available .

The successful tenderer shall submit performance bank guarantee within 15 days of issue of Letter of Intent. This period can further be extended by the Corporation upto a maximum period of 7 days on written request of the tenderer detailing the reasons for delays in procuring the bank guarantee, and the decision of Corporation to grant extension or otherwise shall be final.

The Letter of Intent shall be issued in the first instance informing the successful tenderer of the decisions of the competent authority to accept his tender and award letter shall be issued only after the performance guarantee in any of the prescribed form is received. In case of failure by the tenderer to furnish the Performance guarantee within the specified period , Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

The Performance guarantee shall be initially valid up to the stipulated date of completion plus defect liability period. In case, the time for completion of work of ELWB gets enlarged, the tenderer shall get the validity of Performance Guarantee extended to cover such enlarged time of completion of work including guarantee period.

Failure by the tenderer to extend the validity of performance bank guarantee as described herein above, in which event, the Corporation may claim the full amount of the performance bank guarantee by en-cashing the same.

In the event of contract being determined or rescinded under provision of any of the clauses/conditions of the agreement, the performance bank guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Corporation.

**5. Execution of Contract Agreement:**

The successful tenderer shall ensure to enter into a formal agreement with the corporation within 15 days of issue of award letter in the prescribed format at Section-VI on non-judicial stamp paper of appropriate value.

6. The last date for downloading of tender documents will be 03.07.2019 upto 23.59 hours.

7. Tenders must be submitted Online before 04.07.2019 upto 15.00 Hrs. Technical Bids with commercial details will be opened on 04.07.2019 at 15.30 Hrs. in the presence of tenderers or their authorized representatives who may wish to be present.

8. The tenders shall remain open for acceptance for a period of 90 days from the date of opening of the tender. The Corporation, however, shall have option to extend the validity of tender for a further period of 15 days. Should the tenderer fail to keep the tender open for acceptance as stated above or if the tenderer withdraws the tender before the expiry of said period or makes any modifications in the terms & conditions of the tender, then the Corporation without prejudice to any other right or remedy will be at liberty to forfeit the Earnest Money.

9. Offers, which are not made on turnkey basis, shall be treated as incomplete/invalid.

10. The tenderer is *required* to submit *scanned copy of the following* documents along with the Technical Bid from sl. No. 11 to 19:

11. Latest valid GST REGISTRATION

12. Latest valid License for manufacturing of electronic lorry weighbridge issued by the State authorities.

13. License from Department of Metrology, for repairing/servicing of electronic lorry weighbridges in their name. License should be possessed for repairing and servicing for the ELWB as per the standards of Weights and Measure Act/dept. of Legal Metrology.

14. **Certificate in respect of successful installation of 15 numbers pitType type ELWBs not Type than 60 MTC in Government organizations or in PSUs in the last 7 preceding financial years ending on 31.3.2019**, which should be supported with **copy of supply order, successful installation/completion report from the end of clients/customer**. Mere production of supply order will not be considered as proof of satisfactory performance.

15. Model approval upto 60 MTC ELWB certificate from Department of Legal Metrology, Govt. of India.

16. Proof of annual production capacity of 10 numbers of 60 MTC ELWB from NSSIC/SSIC/DIC.

17. **Audited Balance Sheet for having average annual turnover of minimum of Rs.3,25,000/- (Three lakhs twenty thousand only) during last three preceding financial years ending on 31.03.2019, ie. year 2016-17, 2017-18 and 2018-19 ..**



18. Solvency Certificate from a Nationalized or Schedules Bank of Rs.2,60,000/- Lakhs (Rupees Two lakh Sixty Thousand only) which shall not be more than three months old from the date of submission of tender.
19. Proof for upgrading of at-least 2 numbers ELWB/LWB to 60 MT Electronic Lorry weigh bridge in any of State/Central govt. or in PSUs in the last three preceeding financial year ending 31.03.2019.

CWC reserves the rights to get verify the credentials and the documents submitted by the tenderer before issue of work order.

REGIONAL MANAGER

## SECTION - II

1. **GENERAL TERMS AND CONDITIONS, SPECIAL CONDITIONS, TECHNICAL SPECIFICATIONS, TECHNICAL DATA ETC:** - As mentioned in the Tender Documents.

### INSTRUCTIONS TO TENDERERS

1. The tenderer shall examine carefully all available tender documents consisting of following and comply the same as mentioned in the detailed tender notice since tenders are being invited ONLINE :-
  1. Invitation of Tender
  2. Instructions to Tenderers
  3. Tender Form
  4. Form of Agreement
  5. Form of Performance Guarantee/Bank Guarantee Bond
  6. General Conditions
  7. Special conditions for Supply, Installation and commissioning
  8. Technical Specifications
  9. Scope of work, Schedule and Addenda, if any
2. The tenderer is advised to inspect the site on his own responsibility and to secure all necessary information which may be required for completing his tender. Ignorance of site or local conditions shall not be an excuse for non-completion of work in time or non-performance or delayed performance of the contract. All costs, charges & expenses that may be incurred by the tenderer in connection with the preparation of his tender shall be borne by him and the Corporation will not accept any liability whatsoever in this regard. Any failure of the contractor to acquaint himself with all the available information will not relieve him from responsibility for estimating the cost properly.
3. The tender shall be accompanied by necessary plans, illustrations, catalogues or brochures, data, specifications and complete description of equipment offered to enable comprehensive assessment of its merits and performance.
4. The tenderer shall also include the following in his tender :
  - (a) Complete Schedules.
  - (b) Outline dimensional and cross sectional drawing showing necessary dimensions & clearances required.
5. The required contract documents shall be drawn up in *English language only*. In

TENDER NO. CWC/RO-BPL/LWB.TECH-UPGRADATION/2019-20/ DATED:09.08.2019  
case any document is in any other Indian language, the same shall be got translated into English language which shall be duly attested by the Notary Public and should be enclosed.

6. A complete break-up of prices quoted (Part-II) should be furnished in the price schedule-II attached.
7. The tenderer should quote GST extra as applicable. Corporation shall not issue Form 'C' for getting concessional rate of GST or any levies.
8. Modification of the tender document is not permissible and tenderer shall not put any condition and conditional tender shall be rejected.
9. It must be clearly understood that the prices quoted in the tender are to include for everything required to be done as detailed in the instructions to Tenderers, General and Special Conditions of contract, Technical specifications and drawings referred to therein and all such works as are necessary for the proper completion of the contract, although specific mention thereof may have been omitted in the Technical specifications or Drawings.
10. Tenderers shall make their own arrangement for obtaining the required quantity of steel of various categories, cement and other materials required for the works.
11. The Corporation does not bind itself to accept the lowest or any other tender or to assign any reason therefore and also reserves the right of accepting the whole or part of the work or (to split up the works and to assign different items or works to different contractors.) The tenderer, shall in such an event, be bound to perform the contract at the rates quoted in the tender for different items/sites of work.
12. The tenderer shall furnish the names of the collaborators or other manufacturing units with whom he would join or to whom he would sublet portions of the work in order to execute the entire work, completely within the stipulated period. He shall also furnish the names of the suppliers for equipment/components proposed to be imported.
13. Time is the essence of the contract and tenderers are required to complete the work of each ELWB within 45 days which will be reckoned from the 10<sup>th</sup> day of issue of award letter/supply order or the date of physical handing over the site to the contractor for execution of work of ELWB whichever is later.
14. The tenderer shall be responsible for securing necessary import license or customs clearance, permit or permits as may be necessary. The Corporation will not make available any foreign exchange or import license for this work.
15. Should a tenderer find discrepancies or omissions from the tender documents or should additional information or clarification be required. he shall at once. Notify the Regional Manager, Central Warehousing Corporation, **Regional Office, Bhopal** in writing, who will then issue an addendum in that regard to all the tenderers if considered necessary. Such information shall be submitted immediately but not later than 10 days before the date fixed for opening of tenders. No oral interpretations shall be made or be considered binding and all addenda shall be listed in the tender form and become part of the contract documents.

16. The contract and its operation shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery of equipment/materials, the place of execution of works of place of payment under contract, the contract shall be deemed to have been entered into at Bhopal within the ordinary civil jurisdiction of the Madhya Pradesh High Court.
17. Telegraphic offers will be treated as defective and invalid and shall be rejected. Only detailed complete offers made on turnkey basis will be considered. No amendments, revisions and/or alterations of the tender will be permitted after the opening of tenders.
18. In the event of tenders being submitted by a firm, it must be digitally signed by a person holding a power of attorney from him authorizing to do so by digital signatures.
19. Canvassing in connection with the tender is strictly prohibited and the tender submitted by the contractor who resorts to canvassing in any form shall be liable to rejection and the contractor(s) may even be forbidden from future tendering for the Corporation works through appropriate action.
20. The tenderer should possess requisite license issued by the respective State authority for the manufacturing of electronic weighbridges as required under “The standards of Weights & Measures Act”. It will be mandatory to possess repairing licence for the weighbridges as per the “The Standards of Weights & Measures Act” in most of the States.
21. **Termination:-** In case the tenderer fails to execute the agreement within specified time after award of contract or any time during the contract period fails to undertake/ execute the work within specified time. The contract shall be terminated forth with and further the tenderer shall be debarred from participating in similar activities of cwc for a period of one year.
22. Every page of the tender shall be signed by the tenderer failing which tender is liable to be rejected.

**SECTION-III**

**FORM OF TENDER**

**NOTE:** Tenderers are required to fill in the blank spaces in this Tender form & submit scanned copy of the same.

To,  
The Regional Manager  
Central Warehousing Corporation,  
75,Arera Hills, Opposite Kendriya Vidhyalay No.1  
Bhopal-462011

With reference to the invitation to tender and having examined the tender documents and instructions to the tenderers & addenda etc. and having satisfied ourselves in regard to the duties required, we, the undersigned offer to execute and guarantee the complete work relating to the upgrading existing 50 MTC Pit type Electronic lorry weigh bridge to 60 MTC pitless electronic Lorry weigh bridge for the Central Warehousing Corporation in conformity with the said tender documents at prices indicating in the price schedule enclosed.

1. We are also submitting herewith the prescribed schedules duly completed and signed digitally.
2. We enclose herewith one set of detailed description, specifications and basic data of equipment and machinery along with drawings (**scanned copies**).
3. If our tender is accepted, we undertake to complete the whole work of \ ELWB comprised in the contract to the satisfaction of the Corporation within 45 (Fourty Five Days) from the 10<sup>th</sup> day of issue of the award letter/*supply order* or physical handing over of the site for execution of work of ELWB, whichever is later.
4. If this tender is accepted, we further undertake to enter into a formal agreement at our cost with the corporation within 15 days of issue of award letter/*supply order* in the prescribed format provided in the tender document on non-judicial stamp paper of appropriate value.
5. We agree to abide by this tender for a period of 30 days from the date of opening of the same and for further period of 15 days at the discretion of the Corporation under the related clause No.3 & 8 (Section-I) of invitation to tender.
6. We have deposited earnest money as sum of Rs.13,000/- vide DD/ Banker's.....Dated...../Furnished through TGS/NEFT/Internet Banking. (Proof of the same attached)

7. We agree that if we resile from or modify or withdraw the offer to execute the work at the tendered rates before the expiry of the period as mentioned in Para-5, the amount deposited as Earnest Money shall be liable to forfeiture at the option of the Corporation. No claim shall be raised by us in future for refund of earnest money deposited with CWC. Further, we give our consent that our EMD may be converted into collateral security deposit and may be kept in the Corporation account at RO Bhopal and shall be refunded after satisfactory execution of work *including guarantee period* of ELWBs as per orders placed by the Corporation.

8. We agree for depositing/recovery of S.D. subject to maximum of 5% of the contract value and Performance Guarantee of 5% of the tendered and accepted cost of ELWB out of the total value of the supply order by CWC from our first running bill.

9. We understand that Corporation is not bound to accept the lowest tender or any tender you may receive and may reject all or any tender without assigning any reason. We further understand that you reserve the right of accepting the whole or part of the tender and in such an event; we shall be bound to perform the contract at the same rates quoted for the different items of work and complete within the prescribed time limit..

On this \_\_\_\_\_ Day of \_\_\_\_\_ 2019

SIGNATURE OF TENDERER

IN THE CAPACITY OF: \_\_\_\_\_  
DULY AUTHORISED TO SIGN TENDERS FOR AND ON BEHALF OF

(IN BLOCK LETTERS)

WITNESSES: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Email..  
Mobile No.....

**SECTION – IV**

**PART– I**

**GENERAL CONDITIONS OF CONTRACT**

TENDER FOR UPGRADING OF EXISTING 50 MTC PIT TYPE ELECTRONIC LORRY WEIGH BRIDGE, LEE MAKE, 12m x 3m PLATFORM SIZE, AT CENTRAL WAREHOUSE INDORE-III TO 60 MTC PIT TYPE ELECTRONIC LORRY WEIGH BRIDGE

1. **Definitions and Interpretations:**

In this contract (as hereinafter defined), the following words and expressions shall have the meaning hereby assigned to them unless the contract ascribes a different meaning.

- 1.1 “Corporation” means the Central Warehousing Corporation, established under the Warehousing Act, 1962 (Act 58 of 1962) and includes any of its officers duly authorized in writing by the Managing Director subject to any conditions as may be prescribed in such authorization.
- 1.2 “Managing Director” means the Managing Director of the Corporation.
- 1.3 “GROUP GENERAL MANAGER (PURCHASE)” means the Group General Manager, Head of Purchase Division of the Corporation.
- 1.4 “Regional Manager” means the Regional Manager of the respective region of the Corporation.
- 1.5 “Contractor” means the individual firm or company whether incorporated or not, with whom the contract is entered into an includes the heirs, executors, administrators or successors, permitted assignees or legal representative as the case may be, of such individual firm or company, and further includes the terms successful tenderer.
- 1.6 “Inspecting Officer” means officer(s) of Central Warehousing Corporation authorized for the purpose of inspection of the stores, equipments and work under the contract.
- 1.7 “Sub-contractor” means any person, firm or company or Corporation having a contract for the execution of a part or parts of the work included in the Contract and a person, firm, company or Corporation furnishing the machinery or equipment called for in the contract and worked to a special design according to the specifications and also a person, firm, company or Corporation erecting the machinery or equipment under the contract.
- 1.8 “Other Contractor” or “Other” means any person or firm or company or Corporation employed by or having a contract directly or indirectly with the Corporation otherwise than through the contractor.
- 1.9 “Contract” means the documents forming the tender and acceptance thereof and includes the invitation to tender, instructions to tenderers, subject to such modification, if any, formal agreement executed between the Corporation and the Contractor, general conditions of contract, special conditions for supply, installation & commissioning including civil & electrical works together with documents referred to therein Technical Bid, Price Bid, technical specifications, schedules and drawings.

- 1.10 “Tender” means the offer made by an individual Firm/Firms or Company/Companies for the execution of the works.
- 1.11 “Tenderer” means the Firm/Firms or Company/Companies submitting a tender.
- 1.12 “Acceptance of Tender” means the letter or memorandum from the Corporation communicating to the tenderer the acceptance of his tender.
- 1.13 “Contract Price” means the total and all inclusive sum named in the acceptance of tender subject to such additions thereto or reductions there from as may be made under the provisions hereinafter contained.
- 1.14 “Work, Works, or Plant” means and includes the supply, installation and commissioning of plant, equipment and machinery and all connected Civil, Electrical and other items of work on turnkey basis specified or set forth and required in and by the specifications, drawings and other documents which form part of this contract or to be here after specified or required in such further explanatory instructions, drawings, etc. as shall from time to time during the progress of the work, be given by the Corporation.
- 1.15 “Equipment(s)” means all kind of machines or apparatus or appliances such as mechanical, electrical, electronic including fabrication of any kind at workshops or at site which the contractor has contracted to procure supply and install at his cost according to the terms of the contract.
- 1.16 “Material” means the goods specified in the schedule which the contractor has agreed to supply under the contract.
- 1.17 “Drawing” means the drawings referred to in the tender documents including any modifications of such drawings, duly scrutinized and approved by any Govt. Engineering College and approved in writing by the Corporation and such other drawings as are made from time to time and furnished by the Contractor to the Corporation.
- 1.18 “Site” means the actual place or places at which the equipment/machinery is to be delivered or where the installation/construction work is to be done by the contractor together with so much of the area surrounding the said place or places as the Contractor shall, with the consent of the Corporation, actually use in connection with the works otherwise than merely for the purpose of access to the said place or places.
- 1.19 “Approved” means approved in writing including subsequent written confirmation of previous verbal approval and “approval” means approval in writing including as aforesaid.”
- 1.20 “Nationalized/Scheduled Bank” means a bank included in the second schedule to the Reserve Bank of India Act, 1934 or modifications thereof.
- 1.21 “Months” means calendar month.
- 1.22 “Unit” means metric unit.
- 1.23 “Test” means such tests as are prescribed by the IS Codes & specifications or by the Corporation.

## 2.0 **Assignment and subletting of works:**

2.1 The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under or any claim arising out of the contract to any other party without the prior written consent of the Corporation.

2.2 The Contractor shall not sublet the whole of the work except where otherwise provided by the contract. The contractor shall not sublet any part of the work without prior written approval of the Corporation. Any proposal for subcontracting any part of works should be made by the tenderer at the time of bidding, naming and describing the qualifications and complete particulars of any proposed sub-contractor. No substitution of the sub-contractor already named and described in the bids will be permissible except for valid and justifiable reasons without the prior approval in writing of the Corporation.

Mere approval of any sub-letting of work shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and negligence of any sub-contractor or his agents. Mere pendency of approval does not absolve the contractor to carry out the execution of work.

2.3 Nothing contained in the contract documents shall create any contractual relation between any sub- contractor and the Corporation.

## 3.0 **Forfeiture of Earnest Money**

The earnest money deposited by the tenderer in terms of Para 3 of the Invitation to Tender may be forfeited at the option of the Corporation in case the tenderer should resile from or modify or withdraw his tender before the expiry of 30 days and further extended period under Para 3 of the Invitation to the Tender from the date of opening of the tender or fail to deposit the **Earnest Money Deposit** (EMD) prescribed in para 3 of the Invitation to Tender, and it being understood that the tender documents have been made available to the tenderer and the tenderer is being permitted to tender in consideration of his agreement to this stipulation

## 4.0 **Security Deposit:**

Security Deposit will be equivalent to 10% of the contract value.(in addition to collateral security mentioned in Clause 3 of Section-1) The successful tenderer has to furnish the security deposit in the following ways:

4.1 Successful tenderer has to deposit:

- i) The amount equivalent to 5% of the contract value of ELWB, as Performance Guarantee within 15 days from the issue of Letter of Intent(LOI). in the form BG /DD.
- ii) The amount equivalent to balance of 5 % of the contract value of ELWB shall be deducted by the corporation from the first bill of the supplier/contractor on account Security Deposit.

4.2 All compensation, damages and/or other sums of money payable by the Contractor under the terms of this contract may be deducted from his security deposit or from any sums which may be or may become due to the contractor by the Corporation or any Govt. of India Department or Undertaking on any account whatsoever. In the event of the security deposit being reduced by reason of any such deduction as aforesaid the contractor shall within ten day from the date of such deductions make good the amount in cash.



### **5.0 Refund of Security Deposit:**

Subject to the other terms and conditions of this contract, the amount of security deposit will be refunded to the contractor after adjusting 'over payments' with interest (to be decided at the relevant time in accordance with prevalent Bank rate of interest for overdraft at the time), if any, and after the final bill has been paid and a 'No Demand Certificate' is furnished after successful completion of guarantee period.

### **6.0 Forfeiture of Security Deposit:**

The said security deposit shall be liable to forfeiture at the option of the Corporation, if the contractor fails to carry out the work or perform or observe any of the conditions of the contract including the obligations under the guarantee as at Clause No.41 of Section-V. The Corporation will also be at liberty to deduct from the security deposit or any sum payable to the contractor under this or any other contract with the contractor such sums as may become due to the Corporation.

### **7.0 Performance Guarantee.**

The successful tenderer has to deposit an amount equal to 5 % of the tendered and accepted value of the work(without any limit) as performance guarantee in the form of Performance Guarantee in any of the following forms;

- i) Demand Draft/Pay Order/Bankers' Cheque of scheduled /Nationalized Bank in favour of Central Warehousing Corporation payable at Bhopal.
- ii) An irrevocable Bank Guarantee Bond of any scheduled/Nationalized Bank in the prescribed form available at page Nos. 50 to 53.

The successful tenderer shall submit performance bank guarantee within 15 days of issue of Letter of Intent. This period can further be extended by the Corporation upto a maximum period of 7 days on written request of the tenderer detailing the reasons for delays in procuring the bank guarantee, and the decision of Corporation to grant extension or otherwise shall be final.

The Letter of Intent shall be issued in the first instance informing the successful tenderer of the decisions of the competent authority to accept his tender and award letter shall be issued only after the performance guarantee in any of the prescribed form is received. In case of failure by the tenderer to furnish the Performance guarantee within the specified period, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

The Performance guarantee shall be initially valid up to the stipulated date of completion plus defect liability period. In case, the time for completion of work of ELWB gets enlarged, the tenderer shall get the validity of Performance Guarantee extended to cover such enlarged time of completion of work including guarantee period.

Failure by the tenderer to extend the validity of performance bank guarantee as described herein above, in which event, the Corporation may claim the full amount of the performance bank guarantee by encashing the same.

In the event of contract being determined or rescinded under provision of any of the clauses/conditions of the agreement, the performance bank guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Corporation.

### **8.0 Work to be to the satisfaction of the Corporation:**

The contractor shall execute, complete and guarantee the work in strict accordance with the contract to the satisfaction of the Corporation and shall comply with and adhere strictly to the Corporation's instructions and directions on matters (whether mentioned in the contract or not) touching or concerning the work.

**9.0 The Compensation/liquidated damages for delay:**

The time and date stipulated in the contract for the completion of the work or any part or stage thereof shall be strictly observed by the Contractor and also will be deemed to be the essence of the contract. The work shall throughout the stipulated period of the contract be carried out with all diligence. If the contractor fails to complete the work or any part thereof within the stipulated time, the contractor shall pay to the Corporation on demand, without prejudice to other rights and remedies, the Corporation may have against the contractor, a sum equivalent to 1% (One) percent of contract value for every week's delay as compensation (and not as a penalty) for every week or part thereof provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not exceed 5% (five) percent of the contract value of work. The compensation will be determined for each site separately by the Competent Authority at Regional Office, Bhopal in consultation with concerned Warehouse Managers of the centre. Such decision in writing from the concerned authority of Corporation shall be final and binding on the contractor. The Corporation may, without prejudice to any other method of recovery, deduct the amount of such compensation from any money in their hands, due or which may become due to the contractor. However, before imposing liquidated damages, the corporation at its sole discretion will intimate to the contractor to explain the reasons for delay by sending a time bound notice to the contractor. But the decision of the competent authority shall be final and binding on the contractor and amount so recovered will be intimated through office letter or sanction order as per procedure of the Corporation.

**10.0 Force Majeure Conditions:**

- 10.1 The Corporation may grant an extension of time limit set for the completion of the work in case the timely completion is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub-paragraphs and to the procedures detailed therein being followed. Force majeure is defined as an event or effect that cannot reasonably be anticipated such as wars, revolution, earthquakes, Government order, disturbances or any other causes beyond the control of the contractor. Strike by the contractor's labour shall not be treated as an event beyond the control of the contractor.
- 10.2 The contractor's request for an extension of the time limit for completion of the work in the above mentioned cases duly recommended by concerned Warehouse Manager subject to the following procedures:
- i) That, within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, he informs the Corporation in writing that he considers himself entitled to an extension of the time limit.
  - ii) That, he produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
  - iii) That, he proves to the satisfaction of the Corporation that the said conditions have actually interfered with the carrying out of the contract.
  - iv) That, he proves to the satisfaction of the Corporation that the delay occurred is not due to his own action or lack of action.

Apart from the extension of the time limit, force majeure does not entitle the contractor to any relaxation or to any compensation for damage or loss suffered. In case of prolonged force majeure, the contract is liable to be terminated.

11.0 **Breach of Contract:**

11.1 **Definition of Breach of Contract:**

The Corporation may without prejudice to its right against the contractor in respect of any delay or inferior workmanship or to any claims for compensation for loss or damage in respect of any breach of contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has not elapsed, by notice in writing, absolutely determine the contract in any of the following cases.

i) If the contractor having been given by the Corporation a notice in writing to rectify, reconstruct, or replace defective work or to remove the equipment/material condemned or rejected by the Corporation or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall neglect to comply with the requirements of such notice for a period of 15 days thereafter or if the contractor shall delay or suspend the execution of the work so that, in the judgments of the Corporation (which shall be final and binding) either he shall be unable to secure completion of the work by the date set for completion or he has already failed to complete the work by the date.

ii) If the contractor being a company shall pass a resolution of the court shall make an order that the company shall be wound up or if a receiver on behalf of creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a Receiver or which entitle the court to issue a winding up order.

iii) If the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out contract under a committee of inspection of his creditors (being a Corporation) shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or the contractor shall assign the contract without consent in writing of the Corporation first obtained or shall have an execution levied on his goods.

iv) If the Contractor commits breach of any of terms and conditions of this contract.

v) If the contractor fails to render any or all the services within the time period(s) specified in the contract or any extension thereof granted by Corporation in writing.

vi) If the contractor in the judgment of Corporation has engaged in corrupt or fraudulent practices in completing or in executing the contract.

**11.2 Cancellation of Contract in full or part:**

11.2.1 When the contractor has made himself liable for action under any of the cases aforesaid, the Corporation shall have powers:

a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor by the Corporation shall be conclusive evidence) upon such determination or rescission, the security deposit of the contractor shall be at the disposal of the Corporation.

b) To employ labour paid by the Corporation to supply materials and to purchase equipment to carry out the works or any part of the works debiting the contractor with the cost of the labour and the price of the materials and equipment (of the amount of which the cost and price certified by the Corporation shall be final and conclusive) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Corporation as to the value of the work done shall be final and conclusive provided always that action under this sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Corporation are Type than the amount payable to the Contractor at his agreement rates, the differences shall not be paid to the contractor. Provided further that the Corporation shall have the option of taking over all or any of the unused materials of the contractor lying at the site at the time of rescission of the contract at their purchase price or at the current market rate which ever may be Type. Alternatively, clearance of these materials as also debris, if any, from the site shall be done at the cost of the contractor.

c) After giving due notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete at the risk and cost of the original contractor, in which case all expenses which may be incurred in excess of that which would have been payable to the original contractor, if the work had been executed by him (of the amount which is excess, the certificate in writing of the Corporation shall be final and conclusive), shall be borne and paid by the original contractor and may be deducted from any money due to him by the Corporation under this contract or any other account whatsoever or any money due to him by the Corporation or any Department of the Central Government/Public Sector Undertakings and is recoverable from the contractor through any other legal records.

d) In the event of any one or more of the above courses being adopted, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement or made any advances on account or with a view to the execution of the work or the performance of the contract, provided in case action is taken under any of the provisions aforesaid, the contractor shall be entitled for payment only for such portions of the works actually executed under this contract and provided the Corporation has certified in writing that the execution of such work has been in accordance with the conditions of the contract and also the value payable in respect thereof. The release of such payment due to the contractor is subject to conditions under clause-9 and other provisions of this contract.

11.2.2 The Corporation may without prejudice to any other remedy or right of claim for breach of contract, by giving not Type than 15 (fifteen) days written notice of default to the contractor, terminate the contract in whole or in part.

11.2.3 The Corporation may at any time terminate the contract by giving not Type than 15(fifteen) days written notice to the contractor, without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Corporation.

In the event, Corporation terminate the contract in whole or in part, Corporation may get such services done, upon such terms and in such manner as it deems appropriate and the contractor shall be liable to Corporation for any risk and costs for such similar services. However, the contractor shall continue performance of the contract to the extent not terminated. In addition, such action by Corporation's aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in Clause-9.

11.2.4 Notwithstanding anything contained in this clause, if at any time after the commencement of the work, the corporation shall for any reason whatsoever not require the whole or a part thereof as specified in the Tender Documents to be carried out by the contractor, the corporation shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the works as originally contemplated. Provided that the contractor shall be paid the charges on the cartage to the site of work only for equipment/materials actually brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided however, that the Corporation shall have in all such cases, the option of taking over all or any such equipment/materials at their purchase price or at local current rates whichever is Type.

12. **Suspension of works:**

The contractor shall on the written order of the Corporation suspend the progress of work or any not generally exceed 30 days on each occasion and in part thereof till such time which should such manner as the Corporation may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Corporation.

13. **Requirements where there are no specifications:**

In cases where no particular specifications are given for any article or materials or workmanship as stipulated under the contract, the same shall invariably be the best of their respective kinds in all respect and in accordance with the requirements, instructions and the specifications prescribed by Corporation and shall be binding upon the contractor.

14. **Urgent Repairs:**

If by reason of any accident or failure or other event occurring to or in connection with the work or any part thereof either during the execution of the work or during the period of guarantee, and remedial or other work or repair shall, in the opinion of the Corporation be urgently necessary for security and the contractor is unable or unwilling at once to do such work or repair, the Corporation may be its own or other workmen do such work or repair as the Corporation may consider necessary. If the work or repair so done by the Corporation is such which in the opinion of the corporation, the contractor was liable to do at his own expense under contract, all costs and charges properly incurred by the Corporation in so doing shall on demand be paid by the contractor to the Corporation or may be deducted by the Corporation from any money due or which may become due to the contractor.

15. **Price Variation:**

Same as specifically provided elsewhere in the conditions of contract, the contract price shall not be adjusted in respect of any increase or decrease of cost to the contractor in carrying out the work by reason of alterations in the rate of wages and allowances payable to labour or change in the conditions of employment thereof or change in the cost of materials, consumable stores, fuel and power or in the incidence of rates of landing charges or the operation of any law or statute or variation in the cost of any other matter or thing of whatsoever nature, subsequent to the date of tender.

16. **Taxes, Duties and other liabilities:**

16.1 **GOODS & SERVICE TAX**

GST if applicable will be paid to the party on showing credit in GSTR2.

16.2 GST as applicable should be mentioned separately by the party under the price break up schedule at Part-II in the tender document and will be reimbursed on production of proof of payment made to the appropriate authority by the party.

16.3 **GOODS & SERVICE TAX**

GST if applicable should be mentioned separately by the party under the price break up schedule of Price Bid in the tender document and will be reimbursed on showing credit in GSTR2.

16.4 **Royalties:**

The contractor shall obtain licenses and pay royalties for any patented equipment or machinery or process used or to be used for the works. This is deemed to have been included in the contract price. No claim will be entertained by the Corporation separately on such accounts.

16.5 **Patent Rights:**

The contractor shall indemnify the Corporation from and against all claims, demands, actions and proceedings and all costs arising there from for or on account of license fees, infringement or any patent rights, design, trademark or other protected rights in respect of any plant, machinery, work, materials and process used in connection with the works or temporary works.

16.6 **Demurrage:**

In case any demurrage or rent is charged by any authority for non-removal of any equipment/materials supply of which forms part of this contract, within the prescribed time, the entire amount of such rent or demurrage shall be paid and borne by the Contractor. In such an event, the contractor shall immediately pay such charges and clear the goods forthwith.

16.7 **Transportation and Insurance:**

Freight, Toll tax, Octroi, State entry tax, if any, packing, forwarding, loading/unloading and insurance charges on imported/indigenous items up to work site shall be arranged and paid by the contractor and same should be shown **lump sum** in his tendered amount i.e. in the price break up schedule-II. It will be the responsibility of the contractor to arrange comprehensive insurance, packing, forwarding, covering storage and erection period of the equipment, at his own cost, till the same is commissioned and handed over to Corporation. The contractor shall furnish the insurance cover in this regard to the Corporation at the time of making supplies/submitting bills for payment.

16.8 **Electricity and Water-charges:**

The contractor shall make his own arrangement and pay the expenses for obtaining service connections for electricity required for the work and shall pay all the electricity charges thereof. The contractor shall make his own arrangement and pay the expenses for obtaining water for construction, drinking and for other purposes and also pay the consumption charges.

Remark: A certificate to be taken from the concerned Warehouse Manager that no electricity/water of CWC has been used by the supplier/ contractor at any stage during installation/ upgradation of ELWB and furnish with bill.

16.9 **Way leaves:**

The contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purpose of the work.

16.10 **Bye Laws of Local authorities:**

- a) The contractor shall conform to the provisions of any Government Acts, which relate to works and to the regulations and byelaws of any local authorities. The contractor shall give all notices required by the said Acts or laws, etc. and pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachments, costs of restorations, etc., and all other fees payable to the local authorities.
- b) Contractor shall keep the Corporation indemnified against all penalties and liability for every kind of breach of any Act, Rules, Regulations or Byelaws in force at the site.

17. **Constitution of the Firm:**

17.1 Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Corporation, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

17.2 On the death or retirement of any partner of the contractor firm before complete performance of the contract, the Corporation may, at its option, cancel the contract and in such case, the contractor shall have no claim whatsoever to compensation against the Corporation.

17.3 If the contract is not determined as provided in Clause 17.2 above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section-iv of the Partnership Act has been sent by him to the Corporation By registered post acknowledgement due.

18. **Address of the contract or for notices and communications on behalf of the Corporation.**

18.1 For all purposes of the contract, the address of the contractor mentioned in the tender shall be the address to which all communications addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Corporation. The

contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

18.2 All communications and notices may be served on the contractor either by speed post, courier, Fax, registered post acknowledgement due or under certificate of posting or by ordinary post or by hand delivery.

19. **Authority of person signing contract, measurement and bill on behalf of the contractor.**

19.1 In the event of the tender being submitted by a firm or a company, the tender and the contract must be signed by each member or partner thereof or in the event of absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender.

19.2 The partnership deed and a true copy thereof shall be submitted along with the tender and it must disclose that the firm or company is registered under the Indian Partnership Act or similar legislation in the country to which the contractor belongs.

19.3 The contractor shall explicitly nominate his representative who shall be authorized to accept recording of measurements of work done for the purpose of making payment and accepting the bills of payment. The acceptance of the measurements and the bills by such nominated representative shall be wholly binding on the contractor. Any change in such nomination shall be intimated to the Corporation immediately on the occurrence of such change in writing by all the Partners/Directors of the Firm or Company.

19.4 Receipts for such payments made on account of the work when executed by a firm or a company, must be signed by several partners except where the contractors are described in the tender or the partnership Deed or Company Deed as a firm or company in which case the receipts must be signed in the name of the firm or company by one of the partners or directors or by some other person having authority based on the partnership Deed to give effectual receipts on behalf of the firm. Notwithstanding anything contained in the partnership Deed or in the Company Deed the above named persons will have the authority to give effectual receipts on behalf of the firm throughout the entire period of the contract. No change in the name or designation of the persons having authority to give effectual receipts for the firm or company will be admitted by the Corporation unless such a change is demanded in writing by all the partners of the firm or directors of the company without any exception.

20. **Dishonest practices:**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor, his agent, servant or any one on his or on their behalf to any officer, representative or agent of the Corporation or any officer of the Government of India, on his or on their behalf, in relation to obtaining or to the execution of this or any other contract with the Corporation, shall in addition to any criminal liability in accordance with the provisions of any law of the country in force which he may incur, render this contract and all other contract with the Corporation liable to termination forthwith as described in Clause-11 hereof, and also to the payment of any loss or damage resulting from any such termination.

21. **Official Secrets and photography:**

21.1 The contract imposes an obligation of secrecy on the part of the contractor or his sub-contractor including their agents under the Indian Official Secrets Act, 1923 or any Statutory modification/re-enactments thereof, any breach of this clause shall apart from any



criminal liability on the part of the contractor, constitute a breach of contract.

21.2 Except with the prior written permission of the Corporation no photograph of the work site, adjacent land and structure or any part thereof shall be taken by the contractor or any approved sub-contractor under him and/or published with or without any description of the said work, site, etc. as above.

22. **Laws:**

22.1 The contract and its operation shall be governed by the laws of India for the time being in force.

22.2 Irrespective of the place of delivery of equipment/ materials, the place of execution of works or place of payment under this contract, the contract shall be deemed to have been entered into at Bhopal within the ordinary civil jurisdiction of the Delhi High Court.

22.3 CPWD Manual 2007 and 2005, schedules and specifications will be applicable for all Civil and Electrical works respectively unless otherwise specified in the tender documents.

23. **Risk Purchase:**

In the event of failure to supply electronic lorry weighbridge as per specifications, risk purchase at short notice to the contractor would be made without prejudice to other rights of Corporation under the terms & condition of the contract. Difference of amount, if any, for supply, installation, testing, commissioning and stamping of lorry weighbridge shall be recovered from the dues of contractor available with any Office of the Corporation.

24. **Employment of retired Government servants:**

24.1 No Engineer or Administrative Officer of Gazetted rank in any department of Govt. of India is allowed to work as contractor on his retirement for a period of 2 years from the date of retirement from the Government Service without the previous permission of the Govt. of India.

24.2 The contractor, while submitting the tender, shall declare that no such officers without permission are engaged by him in any capacity. Any violation of this order of the Central Government detected at any time shall be treated as breach of contract and shall be dealt with under Clause 11 of this contract. **The Corporation shall be final authority to decide on the penalty to be imposed on the contractor in such an event.**

**SECTION V**

**PART-I**

NIT No.T.535/LWB/UPGRADING/2017-18/

Date: 12.03.2018

**SPECIAL TERMS AND CONDITIONS FOR UP-GRADING EXISTING 50 MTC ELECTRONIC LORRY WEIGH BRIDGE TO 60 MTC ELWB BY SUPPLY OF 6 LOADCELLS OF 20 MT OR ABOVE EACH , DIGITAL INDICATOR ETC AND MODIFICIATION AS REQUIRED FOR UPGRADTION OF ELWB .**

26. **Extent of contract:**

The contract comprises of design, manufacture, delivery, trial runs, tests, installation, stamping, commissioning, guarantee of the works, including construction of foundation required for up-gradation , new ramp construction and cabin(not required) and except in so far as the contract otherwise provides, the provisions of all labour, materials, manufacturing plant, temporary works and everything whether of temporary or permanent nature for completion of works.

27. **Drawings:**

27.1 The contractor shall supply four complete sets of all drawings relating to the equipment as well as their installation at his own cost (Mechanical, Electrical and Civil Drawings).

27.2 The contractor shall keep one complete set of all drawings and specifications at each site of work in good order.

27.3 **Contractor's responsibility for errors in Drawings/ designs:**

The contractor shall be responsible for and shall bear the cost of any alterations of the work due to any discrepancies, errors or omissions in the drawings, designs or other particulars supplied by him whether such drawings, designs or particulars have been approved by the Corporation or not.

28. **Time for completion and time extension:**

28.1 **Total time stipulated:**

The total time stipulated for completion of all the works of ELWB upto the date of issue of "Taking over certificate" **will be 60 days** which will be reckoned from the 10<sup>th</sup> day of issue of award letter/supply order for the work OR the date of physical handing over of the site to the contractor for execution of work of each ELWB, whichever is later. For installation of ELWB, the site plan is available in the Warehouses. The tenderer may visit the site before submission of tender for his understanding about the site plan and conditions.

28.2 **Schedule of work:**

The contractor shall submit to the Corporation a Schedule of progress of supply, installation and commissioning of equipments including civil works at the various centers within the overall period stipulated in clause-28.1 from the date of commencement of work to the date of taking over.

28.3 Extension of time for completion:

Should the amount of extra or additional work of any kind or other special circumstances beyond the contractor's control, referred to in Clause-10 which may occur be such as to delay the completion of the work, the contractor shall apply in writing to the Corporation for an extension of time for completion of the work within 10 days of such occurrence but before the expiry of the stipulated date of completion. The Corporation may grant extension of time to contractor to the extent considered necessary. No extra payment shall be made to the contractor on any account for such extension of contract period. Any extension granted shall be without prejudice to the right of the Corporation to recover compensation by way of liquidated damages in accordance with Clause-9 (section-IV) of this contract.

28.4 Contractor's obligations in the event of grant of Extension of time:

The grant of any extension of time by the Corporation for the execution of the works by the Contractor or the withholding of any part or the full sum payable to the contractor for any reason whatsoever shall not relieve the contractor of his obligations for due performance of the contract and shall not affect the rights of the corporation against the contractor. The reasons for withholding any sums from the contractor's claims will however be advised to him.

29. **Contractor's Supervision:**

29.1 The Contractor, without prejudice to the rights of the Corporation regarding inspection, supervision and testing as set out in the various clauses of this contract, shall provide full superintendence during the execution of the work and also thereafter as the Corporation may decide. The contractor shall locate a competent representative and any necessary assistants duly approved by the Corporation constantly on the works and shall give whole time supervision on the works. Such authorized representative shall receive on behalf of the contractor directions and instructions from the Corporation.

29.2 Misconduct of the contractor's staff:

Corporation shall be at liberty to object to and require the contractor to remove from the works any person in the contractor's employment who in the opinion of the corporation is incompetent or negligent or misconducts himself in the proper performance of his duties or whose continuance on the works is otherwise considered undesirable. Such persons shall be removed forthwith and shall not be re-employed in and about the site of the works. Any person so removed shall be replaced forthwith by a competent substitute approved by the Corporation, failing which, the Corporation shall be entitled to appoint competent technical personnel and necessary assistants of its choice and the entire expenditure incurred in this behalf shall be payable by the contractor and shall be recoverable from his bills.

29.3 Contractor's responsibility for method of working and equipment

The contractor shall be responsible for the practicability and suitability of application of his method may have been approved by the Corporation. The Corporation shall not be responsible for any plant, machinery or other works of the contractor notwithstanding that the Corporation may have approved of the same or of any drawings submitted in connection therewith.

**29.4 Setting out works, levels, alignment & measurements:**

The contractor shall be responsible for the true and proper setting out of works and for the correctness of the location levels, dimensions and alignment of all parts of the works. He shall arrange to supply or provide all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the works, any error shall appear in regard to positioning, level, dimensions or alignment of any part of works, the contractor shall immediately notify the Corporation and shall at his own expense rectify such errors and mistakes with the approval of the Corporation. The direction of the Corporation for the checking of any setting out or any line or level shall not in any way relieve the contractor of his responsibility under the contract. The contractor shall also supply the requisite number of persons with necessary instruments and accessories for making any counting, weighing and taking measurements or examination of works at any time during the progress of the works,

29.5 The contractor shall carefully protect and preserve all benchmarks, site rails, pegs and other reference points used in setting out the works.

**29.6 Care of site:**

The contractor shall at all times during the execution of the works maintain the site and working area free from all surplus materials, rubbish and offensive matter all of which shall be disposed of in a manner to be approved by the Corporation on the completion of the works, the contractor shall clear away and remove from the site all constructional plants, surplus materials, rubbish and temporary works in a manner to be approved by the Corporation and leave whole of the site and works clean and in a workman like condition.

**29.7 Contractor's office and stores:**

All offices, sheds and stores required by the contractor shall be erected at his own cost with the prior approval of the Corporation and shall be dismantled and removed upon the completion of the contract if so directed, within 3 months of the issue of such intimation. Such buildings shall be subject to the approval of the Corporation and shall be maintained in a clean and hygienic condition throughout the period of work.

**29.8 Care of Works:**

The Contractor shall take full responsibility for the care of works and all temporary works from the commencement to the completion of the project and in case any damage or loss shall happen to the works or to any part thereof from any cause whatsoever shall, at his own cost repair and make good the same so that on completion of the works they shall be in good order and in conformity with the requirements of the Contract. The Contractor shall also be liable for any damage to the works necessitated in the course of any operations carried out by him for the purpose of complying with his obligation under guarantee.

**30. Co-ordination with others:**

The Corporation reserves the right to let other contracts, in connection with the undertaking of which the work is a part and the contractor shall connect properly and co-ordinate his work with that of others. If any part of the Contractor's work depends for its proper execution or result upon the work of others, the contractor shall in writing report promptly to the Corporation any defects in the work of such others as may interfere with the proper

execution of the contractor's work. Should the contractor fail to inspect and report, he shall have no claim against the Corporation by reason of the defective or unfinished work of others except as to the latest defects not reasonably noticeable at the time of the commencement of contractor's work. The contractor shall arrange his schedule of work and method of operation to minimize inconvenience to others on the projects. In all matters of conflict of interest the Corporation shall direct what shall be done by each party.

31. **Free access to worksite:**

The contractor shall provide all necessary and reasonable facilities and free access to the works and his records at site of work to the Corporation. He shall provide facilities and space to the satisfaction of the Corporation for inspection of any part of work, trial run and commissioning.

32. **Inspection of works:**

(a) Schedule of Inspection and Delivery of ELWB including installation and stamping. **At Destination.**

The work shall be completed within two months by the contractor, which includes supply, installation, stamping and commissioning. The completion period of ELWB will be reckoned from the 10<sup>th</sup> day of issue of award letter/supply order or physical date of handing over of the site for execution of the work of ELWB to the contractor whichever is later.

- b) The bidder shall be responsible for arranging test weights/power, lubricants and any other items required for initial trial runs/trial tests/pre-purchase inspection.
- c) The load cell test certificate shall be provided by the bidder at the time of inspection.

32.1 All work under or in course or execution or executed in pursuance of the contract shall at all times be open for inspection and supervision of the Corporation. The contractor shall at all times during the normal working hours and all other times at which reasonable notice of the intention of the Corporation to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

32.2. **Examination of work before covering up:**

No work shall be covered up or put out of view without the approval of the Corporation and the contractor shall afford full opportunity for the Corporation to examine and measure any work, which is about to be covered up or put out of view. The contractor shall give due notice to the Corporation whenever any such work is ready or about to be ready for examination and the Corporation shall without unreasonable delay unless it considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work.

32.3 **Uncovering of work:**

The contractor shall uncover any part or parts of the work and shall reinstate and make good such part or parts to the satisfaction of the Corporation. If any such part or parts have been covered up or put out of view after compliance with the requirements of Clause 30.2 and are found to be executed in accordance with the contract, the expenses of uncovering or reinstating and making good the same shall be borne by the Corporation but in any other case all expenses shall be borne by the contractor and shall be recoverable from him by the Corporation from any moneys due or which may become due to contractor. In such cases, the cost of executing the original work, which is, found to be defective and or not according to

specifications will not be paid to the Contractor.

33. **Site order book and rectification of defects:**

33.1 **Site Order Book:**

The contractor shall maintain a site order book at the site of the works wherein the instructions of the Corporation shall be recorded. The site order Book shall be the property of the Corporation and the instructions recorded therein shall be deemed to have the same force and effect as if they had been given to the contractor himself. The contractor or his representative on the site must sign the book in token of his having perused the orders given therein.

33.2 **Rectification of defects:**

If, during the progress of the work, the Corporation shall observe and notify in writing to the contractor that the contractor has executed any unsound or imperfect work or has supplied any plant or material inferior in quality to those specified, the contractor on receiving details of such defects or deficiencies shall, at his own expense, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct, or remove such work and to supply fresh materials conforming to the standard of the specifications. In case the contractor fails to do so, the Corporation may, on giving the contractor seven days notice in writing of his intention to do so, proceed at the cost of the contractor to remove the work or materials objected to and perform all such work or supply all such materials provided that nothing in this clause shall be deemed to deprive the Corporation of or affect any rights under the contract which it may otherwise have in respect of such defects or deficiencies.

34. **Damage to works:**

The works shall be under the Contractor's charge from the commencement to the completion of the same. The contractor shall be responsible for and to make good all damages and repairs to works occasioned by fire or other causes and shall indemnify the Corporation from any claim for injuries to persons or from structural damage to property, happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or of anyone in his employment during the execution of the work. He shall further take precautions to ensure that no damages occur to adjacent property or structures due to earth work or piling work. If the contractor or his workers or servants shall break, deface, injure or destroy any property or installation, the contractor shall make good the same at his own expense, failing which the Corporation may cause the same to be made good by some other agency and deduct the expense (of which the certificate of the Corporation shall be final) from any sums that may be due to the contractor by the Corporation. The contractor shall further ensure that the plant and machinery supplied against this contract and all other works are insured at his own expense against all contingencies of fire, labour trouble, storm, lightning, flood, earth quake, air craft

or anything dropped there from, aerial objects, riots and civil commotion and natural calamities for the full value thereof till the date of issue of taking over certificate and the contractor shall deposit with the Corporation the policy or policies and the receipt in respect of premium paid and should the contractor make default in insuring or continuing to insure as aforesaid, the Corporation may itself insure against any risk in respect of which the

default shall have occurred and or deduct a sum equivalent due to or to become due to the contractor. He shall also take measures to ensure their proper security in consultation with the Corporation. The Corporation will also not in any way be held responsible for damage or loss on any such account.

35. **Interference with traffic, extraordinary & waterborne traffic:**

35.1 All arrangements and operations necessary for the execution, completion and maintenance of the works and for the construction of any temporary works shall, so far as compliance with the requirement of the contract permits, be carried on so as not to interfere unnecessarily or improperly with the traffic or the access to use and occupation of public or private roads and footpaths, permanent way, or by any other properties on land, whether in possession of the Corporation or of any other person and the contractor shall render harmless and indemnify Corporation in respect of all claims and demands whatsoever arising out of any such matters.

35.2 The contractor shall ensure that no highways, bridges, culverts shall be damaged by reason of his movement of heavy loads.

It shall be the responsibility of the contractor to ascertain the safe load-carrying capacity of all highways, bridges and culverts from the highway Departments of the concerned State Government and he shall select routes and restrict loads accordingly. Any damage or injury due to the movement of loaded or unloaded vehicles to the property of or chartered by the contractor or any sub-contractor shall be the sole responsibility of the contractor.

35.3 Where the nature of work is such as to require the use by the Contractor of water borne transport, the provisions of Clause-35.2 shall be construed as though 'Highway' includes a lock, dock, sea wall or other structure related to water-way and 'Vehicle' includes craft, floating cranes, etc. and shall have effect accordingly.

36 **(A) Labour and Labour Regulations:**

1. Engagement and conditions of Labour:

The contractor shall obtain a valid licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work and continue to have a valid licence until the completion of the work. The contractor shall also abide by the provisions of Child Labour (Prohibition and Regulation) Act 1986.

Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

The contractor shall make his own arrangements for the engagement of all labour, transport, payment, housing, working conditions and all other matters connected there with. He shall at all times during the continuance of the contract comply with all obligations imposed on him by the provisions and requirements of the contract labour (Regulations of Employment) Act, and the Rules and Regulations made there under and any other law, regulations or orders or any modifications thereof of the State/Central Government or any competent authority as may be applicable.

2. Minimum Age:

No workman below the age of 18 years shall be employed on the works by the contractor.

3. Liability of Personnel:

All persons employed by the contractor shall be engaged by them as their own employees in all respects. The contractor shall comply with the provisions of all applicable laws and



labour legislations including the requirements of the payment of Wages Act of the Central Government and the State Govt., Payment of Bonus Act, 1965. Employees Provident Fund Act, 1952, Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under and any modifications thereof, I D Act -1947. Employees State Insurance Act, 1972, Shops & Establishment Act, Trade Union Act, 1926, Workmen Compensation Act-1923 etc., in respect of all men employed by him in carrying out the contract. The contractor shall ensure that any authorized sub-contractor under him does similarly comply with the above requirements. The Corporation shall have the right to recover from the contractor any payment required to be made due to failure on his part to comply with all or any of these Acts and Regulations.

4. Minimum Wages:

The Contractor shall pay not Type than minimum wages to the workers engaged by him. Under the provision of the Minimum Wages Act, 1948, and the Minimum Wages (Central) Rules, 1950 the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed on the works, one day's rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Corporation shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labourer and pay the sum to the persons entitled thereto, from any moneys due to the contractor.

5. Wages Loss by Worker

The Corporation shall have the right to deduct from the amount due to the contractor any sum required or expected to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the condition of their contract for the benefit of the workers, non-payment of wages or the deductions made from their wages which not justified by the terms of their contract or non-observance or regulations therewith.

2. The contractor shall recognize the freedom of its employees or workers to be members of trade unions.

3. Labour Return:

The contractor shall submit by the 5th of every month a true statement in the terms below, which shall apply to the second half of the preceding month. He shall likewise submit by the 20<sup>th</sup> of every month a similar statement which shall apply to the first half of the current month.

- I. The number of labourers employed by him on the work;
- II. Their working hours;
- III. The wages paid to them;
- IV. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damages and injury caused by them and;
- V. The number of female workers who have been allowed maternity benefit and the amount paid to them, failing which the Contractor shall be liable to pay to Corporation a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the competent authority (Head of the Purchase Division, Corporate Office of the Corporation) shall be final in deducting from any bill due to the contractor the amount levied as fine.

4. Returns of Labour & Plants:

The contractor shall supply to the Corporation monthly and other returns, which may be required as to the fabrication progress for all equipments and materials and the nature and quality of the work done. The contractor shall at all times during the continuance of the contract display for the information of its work people in any vessel, factory, workshop or place occupied or used by him for the execution of the contract a copy of this clause.

5. Supply of water:

The contractor shall, so far as is reasonably practicable having regard to local conditions, provide on the site to the satisfaction of the Corporation an adequate supply of drinking and other water for the use of the contractor's staff and work people.

6. Hutment for Labour:

The contractor shall provide hutment for the use of labour engaged on the works.

7. Sanitary Precautions:

The contractor shall provide, maintain and keep in good condition adequate sanitary accommodation and provide washing and drinking water facilities at all times for the use of labour engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or on the lands adjoining.

8. Medical care:

The contractor shall provide adequate medical attendance and care for his staff and for the workmen employed on the works to the satisfaction of the Corporation. The Corporation reserves the right, without thereby being responsible in any way, to provide first aid treatment to the contractor's staff and labour in any dispensary or hospital, in case of a grave emergency and the cost of any such treatment shall be borne by the contractor and may be recovered by the Corporation from any amount due or to become due to the contractor. Failure on the part of the Corporation to give any such first aid treatment aforesaid shall not in any way relieve the contractor of his full and entire responsibility for the care and safety of the staff and labour.

9. Epidemics:

In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local Medical or Sanitary authorities for the purpose of dealing with the overcoming the same.

10. Accidents:

The contractor shall, within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the works submit a written report of such accident to the Corporation. The contractor shall also report such accident to any other competent authority whenever such report is required by law.

11. Disorderly conduct:

The contractor shall at all times take all reasonable precautions to prevent an unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same; but the contractor shall not be entitled to institute his own police force nor shall he interfere with the Government, Police or Corporation Watchman who shall have free and undisputed access at all time to any part of the works in the execution of their duties.

12. Duty Hours of Labour:

The contractor shall regularly pay all rates, wages and emoluments due in full and observe such hours of labour as may be prescribed by law or by any applicable decision or award of any industrial tribunal or court or, where nothing is so prescribed then these shall not be Type favourable than those commonly recognized by the employers. Provided however, labour may be booked beyond normal hour subject to overtime allowance.

The contractor shall be responsible for the observance of the provisions of this clause by the sub- contractor employed by him in the execution of the contract.

13. Compliance with Regulations, etc:

The contractor shall at all times, during the continuance of the contract comply fully with all existing regulations and bye laws including any statutory amendments and re-enactment of the State or Central Government and other local authorities regarding labour enactment, Minimum Wages and Factory Acts, Workman's compensation Act. Provident fund Regulations, Employees Provident Fund Act 1952, and schemes made under said Act, Health and Sanitary Arrangements for workmen, Insurance and other benefits and shall keep the Corporation indemnified in case any action is commenced for contravention by the contractor.

14. Observance by sub-contractors:

The contractor shall be responsible for observance by his Sub-contractors of the foregoing provisions.

15. Foreign Personnel:

Should the contractor find that suitable qualified and experienced personnel required for the work are not available in India in sufficient numbers and should the contractor wish to employ personnel of Nationalities other than India, the contractor must obtain the necessary permits from the Central Government to permit foreign personnel to enter India and to work in India for State Authorities. The contractor shall keep the Corporation fully informed of application made by him for the work, permits for foreign staff and/or approvals by the Indian Authorities.

16. Wage Records:

The contractor shall maintain records of wages and other remuneration paid to his employees in such forms as may be convenient and to the requirement of the Corporation and conciliation officer, Central Ministry of Labour, Government of India or such other authorized persons appointed by the State Government.

17. Workmen's Compensation Act:

The contractor shall at all times indemnify the Corporation against all claims, damages or compensation under provisions of the workmen's compensation Act (VIII), 1933; Employees Provident Fund Act or any other law for the time being in force consequent on any accident or injury to any workmen, or other persons in or about the works, whether in the employment of the contractor or not. The contractor shall indemnify the Corporation against all costs, expenses or charges of any legal action or proceedings arising out of such accident or injury and against all claims, which may with the consent of the contractor be paid to compromise any such claim or legal proceedings.

In every case in which by virtue of the provisions of Section-12, Sub-Section (1) of the Workmen's Compensation Act, 1933 the Corporation is obliged to pay compensation to workmen employed by the contractor responsible for execution of the works, the Corporation will recover from the contractor the amount of the compensation so paid. Without prejudice to the rights of the Corporation under Section 12 sub-section (2) of the said Act, the Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise.

The Corporation shall not be bound to contest any claim made against it under Section 12 sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to the Corporation full security for all costs for which the Corporation might become liable in consequence of contesting such claim.

18. Alcoholic Liquor:

The contractor shall, for the duration of the contract furnish and organize security arrangements, at his own cost, to ensure adequate protection within his job area against theft, disturbance, use of alcoholic beverages and other contravention of the law.

19. Arms and Ammunition:

The contractor shall not at any time import or sell, give barter or otherwise dispose of any arms, ammunitions or any other dangerous and hazardous goods of any description to any person or persons whatsoever or suffer any of his sub-contractor, agents or employees to make such gift, sale barter or other disposition.

24. Local customs and Festivals:

The contractors his agents and employees shall in their dealings with labour employed on or in connection with the work or any traffic connection therewith have due regard to all religious festivals and other customs.

**36(B) Security & Safety Requirements:**

(1) Security Requirements:

The contractor shall comply with all regulations imposed by the Corporation security authorities in respect of the passage of plant, vehicles, materials and personnel through Corporation barriers.

(2) Safety Precautions:

- (a) The contractor shall take all possible precautions to prevent outbreaks of fire on the site and in all offices, stores, camps and other places and things connected therewith and especially with respect to the safe storage of petroleum products, explosives and all other dangerous or hazardous goods. He shall comply with all rules, regulations and orders of any statutory authority and of the Corporation, at no extra cost to the Corporation. All necessary fire extinguishers shall be provided by the contractor. The contractor shall take special precautions keeping in mind the explosion hazard where air is laden with grain dust.
- (b) The contractor shall obtain from the Corporation details of any restricted areas in or around the site and shall prominently and clearly display for the information of his staff and work people notices defining any such restricted areas. Such notices shall be provided at his own expenses.
- (3) The contractor shall give every facility to the authorized safety officers of the Corporation to inspect the work when so ever required, and shall observe and abide by any instructions given by the Corporation in regard to the use of plant, equipment and temporary work in respect of safety. Compliance with such requirement shall not be used as the basis of a claim against the Corporation.

(4) Life Savings and First Aid Appliances:

The contractor shall at his own expense provide and maintain upon the works to the satisfaction of the Corporation sufficient proper and efficient life saving and first aid appliances which at all times be available for use.

37. **Workmanship, Materials, Samples & Testing:**

1. All materials and workmanship shall be of the best available quality in trade in accordance with the specifications, drawings, designs and instructions approved from time to time. All materials and equipment used on the work shall be new and unused. They shall be subject to such tests as may be directed by the Corporation at the place of manufacture or fabrication or at any convenient place agreed upon. The contractor shall provide such assistance, instruments, equipment, labour and materials as are normally required for examination, measuring and testing any work for determining the quality, weight or quantity of any materials used. The contractor shall supply samples of materials before using them in the works for testing as required by the Corporation.

2. Samples:

The contractor shall, if as and when required by the Corporation prepare and submit samples of work and materials at his own expense for the approval of the Corporation. No materials of which samples have to be submitted shall be used in the work unless they have been approved in writing by the Corporation.

3. Cost of Tests:

The cost of preparing samples and carrying out tests for quality of materials or workmanship shall be borne by the contractor except for such exclusions as are specifically mentioned under technical specifications.

4. Trial Runs/Test:

The contractor shall inform the Corporation in advance of his intention to commission the equipment(s) for a trial run/test. In such an event the contractor shall provide the necessary staff and meet all other expenses for carrying out the trial runs/tests. He shall ensure that every portion of works such as power supply and any associated material, required for performing such test runs are also completed before undertaking the trial runs. He shall also indemnify the Corporation against any damage to the completed works or the personnel engaged in such trial operation or to any other structure that might get damaged during the progress of such trials.

5. It shall be the responsibility of the contractor to get the weighbridges verified and stamped from the concerned weights and measures authorities at his own expenses and submit proof of such verification to the Corporation at the time of taking over.

38. **Payment Terms:**

1. All payments under the contract shall be made in Indian currency *through e-payment on any Nationalized/Scheduled Bank. 100 % payment* after deducting balance Security Deposit of 5% of the contract value , if any pending submission, on production of following documents mentioned from (a) to (i) after installation , verification and stamping.

- a) Receipt certificate from Warehouse Manager.
- b) Signed bill/ invoice in triplicate.
- c) Packing list if any
- e) CWC's officer's inspection report.
- f) Manufacturer's test certificate(s) for load cells as well as equipment.
- h) Completion Certificate issued by Warehouse Manager that work has been completed as per specifications.

- 2 (a) No interest shall be paid for any money or balance due with the Corporation owing to a dispute or with respect to any delay on the part of the Corporation in making interim or final payment or otherwise.

(b) TDS (Income tax & GST) and Surcharge etc. as applicable will be recovered from all the bills of the contractor and TDS certificate will be issued by the Corporation.

GST, if applicable will be reimbursed on production of proof of payment made to the appropriate authority by the party.

(c) In compliance to CVC instructions, CWC is introducing e-payment system for 3<sup>rd</sup> party payment. Following information/particulars should be intimated duly attested by bankers to make e-payment:

- i) Permanent Account Number (PAN).      ii) Bank Account Number of the party.
- iii) Name & Address of Bank and Branch.      iv) I.F.S.C. Code Number of Branch.

**Remark:** A certificate to be taken from the concerned Warehouse Manager that no electricity/water of CWC has been used by the supplier/contractor at any stage during installation/ upgradation of ELWB and furnish with bill.

39. **Mode of Payment, :**

1. Through bank only. After complete installation , stamping and handing over to CWC. Details of bank account shall be furnished along with technical documents.

2. Overpayment:

In case any over-payment made to the contractor is deducted at any time, the contractor shall be bound to repay the amount so over paid with Bank rate of interest for overdraft prevalent at that time by recovery from his immediate subsequent bill(s) and security deposit. In case the amount claimed in the subsequent bill(s) and the security deposit is not sufficient to cover the over payment and interest thereon or if any overpayment is deducted after the final bill has been paid, the contractor shall be bound to repay the amount so over paid with interest as defined in clause 4 Section-IV immediately on demand.

Any sum of money due and payable to the contractor including the security deposit returnable to them under this contract may be appropriated by the Corporation and set-off against any claim of the Corporation for the payment of any sum of money arising out of or under any other contract made by the contractor with the Corporation.

40. **Extra Items, Additions, Time Extension & Payment therefore:**

1. Power to make alterations:

The corporation shall have the power to make in writing any alterations in, modifications and amendments to, omissions from, additions to, deviation from and substitutions for original specifications, drawings, designs, patterns and instructions that may appear to him necessary, or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him by the Corporation. Such alterations, modifications, amendments, omissions, additions, deviations or substitutions shall not invalidate the contract. Any altered, modified, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works shall be carried out by the contractor on the same condition in all respects on which he agreed to the main works, and at rates derived according to Clause-40 of Point 2.

No alterations, modifications, deviations or amendments, omissions, additions, substitutions of the work, either in whole or in part under the contract as shown by the contract drawings and specifications shall be made by the contractor or except as directed in writing by the Corporation.

2. Rates:

The rates for such additional altered or substituted work shall be worked out in accordance with the following provisions in their respective order:

- i) If the rates for the additional altered or substituted work are directly available in the contract for the work, contractor is bound to carry out the work at the same rates as are available in the contract for the work.
- ii) If the rates for additional, altered or substituted work are not directly available in the contract for the work, the rates will be derived from the rates for a similar class of work as specified in the contract for the work.
- iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause i & ii above, then the contractor shall, within 10 days of the date of receipt of order to carry out the work, inform the Corporation of the rate which

it is his intention to charge for such work supported by analysis of the rate or rates claimed on the basis of the prevailing market rates. However, the Corporation by notice in writing will be at liberty to cancel its order to execute such work and arrange to carry out in such manner, as it may deem advisable. But under no circumstances shall the contractor suspend the work once ordered in writing on the plea of non-settlement of rates of items falling under this clause.

41. **Guarantee:**

1. **Quality of work:**

The contractor shall guarantee all work done and material used by him. The contractor shall also guarantee that the design, materials and workmanship for each component of the equipment and the work shall be upto the satisfaction of concerned authority and whole equipment will operate successfully in all respect required by the specifications with no undue noise, heating, straining of parts, wear and vibration, even during voltage fluctuation.

The guarantee shall be valid even if the installation is carried out by an agency other than the supplying contractor. In case the contractor is unable or unwilling to carry out urgent repairs as stipulated in Clause-14 Section-IV of general conditions of the contract, the contractor shall still hold the guarantee of his supplies for the stipulated period.

2. **Date of commencement of Guarantee:**

The guarantee for all plant, equipment and work done, shall commence on the date of taking over certificate in terms of 42 of this Section.

3. **Period of Guarantee:**

**The period of guarantee** on all plant and equipment including load cells shall **be two year** from the date of taking over certificate. In case of break down or major defects which cause complete dislocation of weighbridge operation and the machine is not attended to and rectified within a period of 3 (three) days from the date of receipt of intimation by the firm or its branch office. Liquidated damages @ Rs.500/- per day for the number of days for which the machine remains out of operation or the expenditure incurred by CWC on private weighment beyond the period of 3 days whichever is higher, will be levied on the firm subject to the maximum of 10% of the value of the contract. The compensation of such private weighment got done by CWC will be made within 10 days by the contractor failing which, the said amount will be adjusted from the amount due/withheld under terms of payment. These charges will be in addition to the levy of compensation of maximum 10% falling under purview of Clause-9 Section-IV. Thus CWC can levy maximum 20% of the value of contract for delay in completion of the work in all respects and not providing satisfactory service during guarantee period as *detailed above*.

4. **Rejection:**

If during the period of guarantee as defined under Clause-41 Point 3 hereof any equipment or material or work done shall fail in any respect to meet the above guarantee, the contractor shall replace such equipment or re do the work in a condition, which will meet the above guarantee immediately.



5. Failure to rectify defects:

Failure to rectify any defects or replace such equipment or material, which shall have been notified to him in writing during the period of guarantee, it shall be deemed a breach of contract under Clause-11 Section-IV and the Corporation will take appropriate action.

6. Cost of execution of work of repair etc.

All such work shall be carried out by the contractor at his own expenses if the necessity thereof shall, in the opinion of the Corporation due to the use of material or Workmanship not in accordance with the contract or due to the neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract.

7. Remedy on contractor's failure to carry out work required.

If the contractor shall fail to do any such work as aforesaid by the Corporation, the Corporation shall be entitled to carry out such work by its own workmen or by others and if such work is that work, which the contractor should have carried out at the contractor's own cost, Corporation shall be entitled to recover from the contractor the cost thereof or may deduct the same from any moneys due or that become due to the contractor. This is without prejudice to any other right, which the Corporation may have against the contractor under law and/or under this contract.

8. Contractor to search:

The contractor shall, if required by the Corporation in writing, search for the cause of any defect, imperfection or fault. Unless such defect, imperfection or fault shall be one for which the contractor is liable under the contract, the cost of search by the contractor shall be borne by the Corporation. But if such defect, imperfection or fault shall be one for which contractor is liable, the cost of work carried out in searching as aforesaid, shall be borne by the contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expenses in accordance with the provisions of this Clause.

9. Replacement:

In respect of equipment replaced under the terms of guarantee, the period for which such equipment shall be individually guaranteed shall extend to six months from the date of renewal or to the end of the Guarantee period whichever is later.

Trials and tests conducted after replacements and renewal shall be governed by Clause-37.

10. Contract valid during Guarantee period:

This contract shall remain valid and in force until the date on which the guarantee period terminates.

11. Service during Guarantee Period

During the guarantee period, the technician of the contractor should visit on quarterly basis to undertake servicing of ELWBs even if no complaint reported from the depot authorities.

42. **TakingOver:**1. **Inspection and Trial Runs:**

When the machinery installation and other structures of the specific part of the works are ready for operation, the contractor shall report this in writing to the Regional Manager, CWC Bhopal and simultaneously request for arrangement for Taking Over thereof. Regional Manager shall upon fix the date for the trial run/test run and inspection. The contractor shall be present at the time of trial runs and inspection. If, however, the contractor fails to be present on the date so fixed, the work shall not be taken over and the contractor shall render himself liable to compensate if otherwise leviable under Clause-9 Section-IV hereof without prejudice to other rights and remedies that the Corporation may have against the contractor under this contract.

2. **Details of Trial Run/Test Run and consequences of failure:**

The machinery installation and related structures shall be inspected in order to ascertain that they conform to the stipulations of the contract and the technical specifications and trial runs shall be made in order to establish that the equipments and controls function properly and that the capacities are in conformity with the specified capacities. The trial runs shall be carried out under each of the various conditions prescribed in the contract. In case the required results are not obtained and the machinery, equipment, the installation and related structures do not fulfill the requirements of the specifications and appropriate standard, the contractor shall remedy all deficiencies and defects in so far as such works are covered by the contract; tests shall be repeated until satisfactory results are obtained.

3. **Establishment of Record:**

The results of the trial run/ test runs inspection shall be confirmed by the establishment of a record signed by the Corporation and the contractor.

4. **Certificate of taking over:**

If no deficiencies or faults are found and the machinery installation and related structures are in a position to function without break down at rated capacities, the date of establishment of this record shall be considered as the date of Taking Over by the Corporation. The Corporation shall issue a certificate of Taking Over of works only after the stamping and verification of the weighbridge by the Weights & Measures Department of the respective State is got done by the contractor and including completion of all other works of the contract. The weighbridge should be handed over immediately after the date of stamping.

5. **Procedure in case of defects:**

If any deficiencies or faults are found in the machinery, installation and related structures on such inspection, these shall be listed in the record and the date before which the remedying shall be completed, shall be indicated by the Corporation. After the deficiencies and faults have been remedied, the tests and inspections shall be repeated and the results thereof confirmed by the establishment of this record. If the deficiencies and faults are found to be completely remedied the date of establishment of this record shall be considered as the date of Taking Over by the Corporation.

6. Repeated Inspection:

If at this second inspection the deficiencies and faults are found not to have been satisfactorily remedied, the procedure of inspection and drawing up of records as described above shall be repeated until all deficiencies, faults and non-conformities with the conditions of the contract have been made good to the full satisfaction of the Corporation. The number of such trial runs and inspections will be restricted to the extent considered reasonable by the Corporation. If still the machinery, installations and related structures do not come up to the requirements of the specifications and appropriate standards, the Corporation reserves the rights to reject the entire work and to take action under Clause- 9 & 11 Section-IV.

7. Remedies:

The contractor shall remedy all deficiencies and faults within the period specified in the record. In case the contractor does not abide by his obligation, the Corporation is free, without prejudice to Clauses 9 & 10 Section-IV and Clause 28 Section-V to grant another extension of time or to have the deficiencies and faults remedied.

43. **Power, Lubricants, Test Weights etc.:**

The contractor shall be responsible for arranging, test weights, power, lubricants and any other items required for initial trial runs/trial test.

44. **Erection, Operation and Maintenance Instruction Manuals:**

The contractor shall supply at each site four sets of manuals written in English language comprising operating, servicing, maintenance and overhaul instructions for each category of equipment. Instructions shall be either in the form of standard printed manuals or leaflets.

45. **Resolution of Disputes:**

1. Arbitration:

- a) In the event of any question, dispute or difference arising under these conditions or any special condition of contract, or in connection with this contract (except as to any matters. The decision of which is specially provided for by these or the special conditions), the same shall be referred to the sole arbitration of a person appointed to be Arbitrator, by the Managing Director of the Central Warehousing Corporation. The award of the Arbitrator shall be final and binding on the parties to this contract.
- b) In the event of the Arbitrator doing, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the Court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint Arbitrator in place of the outgoing in the manner aforesaid.
- c) It is further a terms of this contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- d) Subject as aforesaid, the Arbitration and Conciliation act of 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

e) The venue of arbitration shall be Bhopal or such other place as the Arbitrator at his discretion may determine.

46. **Black Listing of Firms:**

The non-performing/defaulting electronic lorry weighbridge contractor *is liable for forfeiture of balance amount and* may be suspended/banned for trade relation/black listed for a period upto 5 (five) years based on the gravity of non-performance/default of the lorry weighbridge/ contractor, by the Managing Director of the Central Warehousing Corporation, whose decision in the matter shall be final and binding.

47. **Notices (Clause18)**

For the purpose of all notices, the following shall be the addresses of the purchaser and contractor:

**Purchaser :**

Regional Manager, Central Warehousing Corporation, No. 9, Mission Road, Bhopal-560 027.

**Contractor**

**(To be filled in at the time of Contract signature)**

Date:.....

Signature of Tenderer

Name:.....

Address:.....

.....

.....

Seal

**SECTION –VI**  
**FORM OF AGREEMENT**

The agreement made on this \_\_\_\_\_ day of 2019 \_\_\_\_\_ between the Central Warehousing Corporation established under Warehousing Corporations Act, 1962 (herein after called the 'Corporation') and M/s. \_\_\_\_\_ a\* partnership firm, consisting of partner, namely (1) \_\_\_\_\_ (2) \_\_\_\_\_/ \_\_\_\_\_ a company registered under the Indian Companies Act/individual carrying a business in the name and style of M/s. \_\_\_\_\_ (herein after called the Contractor) which term shall include, unless repugnant to the context, his/heirs and legal representatives, executors/administrators and successors.

WHEREAS the Corporation being in requirement of \_\_\_\_\_ had invited tenders for the upgrading commissioning of 60 MT capacity pitless type Electronic lorry weighbridge complete at Central Warehouse, Indore-III vide tender No. \_\_\_\_\_. And WHEREAS the rate/rates submitted by the Contractor in his/their/its letter dated \_\_\_\_\_ has/have been accepted by the Corporation, vide communication No. \_\_\_\_\_ dated \_\_\_\_\_.

It is hereby witnessed:

\*strike out whichever is not applicable.

The terms and conditions incorporated in tender No. \_\_\_\_\_ form an integral part of this agreement and will be the sole repository of the terms and conditions governing the supply of \_\_\_\_\_ to be made by the contractor to the Corporation at the rates specified in the letter dated \_\_\_\_\_ of the contractor, and the said letter of the Contractor is to be referred to only for the purpose of rates.

In witness whereof the parties have set their hands on the date herein before mentioned above written.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

(Name & Address of supplier)

For and on behalf of CWC

Seal

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Witness (with full Address)

Witness (with full Address)

1.

1.

2.

2.

## SECTION – VII

### FORMAT OF PERFORMANCE GUARANTEE / BANK GUARANTEE BOND

In consideration of the Central Warehousing Corporation, Bhopal (hereinafter called “the Corporation” having agreed to accept \_\_\_\_\_ (hereinafter called) “the said Contractor(s)” from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called “the said Agreement of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement on production of a bank guarantee for Rs \_\_\_\_\_)

1. We, \_\_\_\_\_ (hereinafter referred to “the Bank”) at the (indicate the name of the Bank) request of \_\_\_\_\_ (contractor(s) do hereby undertake to pay the Corporation an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or would be caused to are suffered by the Corporation by reason of any breach by the said Contractor(s) of any of the terms or condition contained in the said Agreement.
2. We \_\_\_\_\_ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by the reason of the contractor(s)” failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_)
3. We undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier (s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.  
The payment so made by us under this bond shall be a valid discharge or our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.
4. We \_\_\_\_\_ further agree that the guarantee (indicate the name of bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ Corporation certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter. (Indicate the name of Bank)
5. We \_\_\_\_\_ further agree with the Corporation that the Corporation have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent

time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time and of the powers exercisable by the Corporation against the said Contractor(s) and to forbear or enforce any of the terms and condition(s) relating to the said agreement and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance act, or omission on the part of the Corporation any indulgency by the Corporation to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision , have effect so relieving us.

6. This guarantee will not be discharged due to the change in constitution of the bank or the Contractor(S)/Supplier(s).
7. We..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of Corporation in writing.
8. This guarantee shall be valid upto \_\_\_\_\_ unless extended on demand by Central Warehousing Corporation. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs\_\_\_\_\_ (Rupees\_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the \_\_\_\_\_ date of \_\_\_\_\_ for \_\_\_\_\_

(Indicate the name of bank)

**SECTION-VIII**

**UPGRADING OF EXISTING 50 MTC PIT TYPE ELECTRONIC LORRY WEIGH BRIDGE, LEE MAKE, 12m X 3M PLAT FORM SIZE, TO 60 MTC ELECTRONIC LORRY WEIGHBRIDGE INCLUDING RECONSTRUCTION OF RAMP BOTH SIDES AND CIVIL WORK AS REQUIRED FOR UPGRADATION, AT CENTRAL WAREHOUSE, INDORE-III.**

**TECHNICAL SPECIFICATIONS**

I N D E X

Clause No	Contents	Page No.
1.0	General	49
2.0	Codes and Standards	
3.0	Scope of Supply	
4.0	Technical Requirements	50
5.0	Weighbridge Specifications	
6.0	Platform Structures	
7.0	Electronic weighing system and Load cells.	51
8.0	Junction Box	
9.0	Interconnecting Cable	
10.0	Digital Weight Indicator, Personal Computer & Printer.	
11.0	U.P.S. (Available old UPS is to be used)	52
12.0	Constant Voltage Stabilizer/Transformer	
13.0	Jumbo display unit	
14.0	Notes	54
15.0	Civil works	
16.0	Electrical Works	
17.0	Shop tests and Inspection	
18.0	Installation	55
19.0	Painting	
20.0	Drawings and Data to be submitted by contractor.	



## Technical Specifications

### 1.0 General

The tender is for up-gradation of **existing 50 MTC Pit Type Electronic Lorry weighbridge** to 60 MTC pitless ELWB at Central Warehouse Indore-III with Platform size 12m x 3m:

Cap. of ELWB

Size of Platform

60 MT

12 m x 3m or more( Existing)

### 2.0 Codes and standards to comply with

IS-9281 (Part-I, II, III & IV, as amended on date) for Electronic weighing system including load cells.

### 3.0 Scope of supply:

3.1 Up-gradation of existing 50 MTC Pit Type Electronic Lorry weigh bridge to 60 MTC ELWB at Central Warehouse Indore-III .

3.2: Not applicable.

3.3 Load cells with integral cables and mountings for load cells.

3.4 Electrical and electronic parts comprising of:

- Junction boxes
- Cable between junction box and weigh cabin.
- Digital Weight Indicator
  
- Personal Computer and printer To be supplied.
- Constant voltage stabilizer. To be supplied.
- U.P.S. (Existing/available old UPS to be used)
- **Jumbo display unit-** to be supplied and displayed outdoor as per the requirement of Dept. of Legal Metrology.

### 3.5 Power supply:

The equipment should be suitable for operation on 220V, single phase 50 cycle A.C. supply. The equipment shall be suitable for successful operation under different climatic conditions such as temperature ranging from -10 degree centigrade. to 60 degree centigrade and humidity upto 95%. Bidder shall carry out new electrical connections as required for the up-gradation, which will facilitate connection to all equipments in the weighbridge cabin.

### 4.0 Technical requirements:

4.1 The weighbridge shall have overload capacity, at least 50% of rated capacity. The requirement shall be tested for dimensional parameters. Functional testing will be done at site.

4.2 Material specifications for major platform components shall be as per IS: 2062.

1. Minimum graduation for weighbridges 60 MT shall be ( $\pm$ ) **10 kg**.

2. Load cells shall be hermetically sealed and have IP68 (with inbuilt type) protection class. Test certificate in conformation of the above class by a reputed Test House to be provided along with tenders.
3. The main girders and other cross members shall be rigidly secured to the foundation restricting any movement of weighbridge. Proper constraining arrangement shall be provided for protecting weighbridge against fast moving trucks on it when it is not in use, by providing speed breakers on both sides.-Not applicable
4. The weighbridge shall be pit type above ground, with concrete ramp having suitable slope on either side to facilitate vehicle approach on the weighbridge.
5. Weighbridge readings shall not differ by more than one resolution value, when the vehicle is placed on different locations on the weighbridge.
6. Digital Weight Indicator DWI and personal computer with alphanumeric key board with minimum memory of 10,000 weighments, 20" TFT/LED and above colour monitor and optical mouse suitable to operate under temperature -5 degree centigrade to 50 degree centigrade. Battery backed memory should also be provided.
7. The weighbridge calibration should stay for a minimum period of one year from the date of installation without the need for any readjustments.

**5. Weighbridge Specifications:**

Overload capacity:	50% of rated capacity
Type of constraining:	Appropriate constraining arrangements without hampering weighments accuracy
Frequency of loading:	30 trucks per hour minimum

**6. Platform structurals:**

Material of construction of components:	
Main beams, Cross beams and transverse beams:	Not applicable.
Deck Plate:	Not applicable
Total Weight of Platform structural:	:not applicable
Material Test Certificate:	To be provided by tenderer.

**7. Electronic weighing system and load cells:**

Should be of reputed indigenous/ imported make. Manufacturer's test Certificates in respect of all requirements specified in IS: 9281 (Part-III) as amended on date (Tables 1 & 2) to be furnished by the contractor for each electronic weighbridge.

**General Requirements:**

1. Hermetically sealed (IP-68 Protection class)Compression type load cell, maintenance and corner adjustment free, inert-gas- filled, point contact, double ended shear beam type load-cell suitable to operate under (-) 10 degree centigrade to 60 degree centigrade temperature and unto 95% moisture; capable to sustain specified overload, destruction load and side thrusts without further adjustment.
2. Housing of Stainless Steel.
3. Capacity of each load cell will be as under:

Cap.of ELWB  
60 MT

Cap. Of Load Cell  
6 Nos. 30 MT or more each

4. Insulation resistance - 1000 Mega ohms or more.
5. Proper ingress and lightening protection as per Indian standards.
6. Load cell to be housed in lockable Sheet Metal Box.

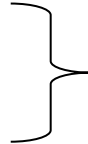
**8. Junction box:**

Protection class	:	IP 65
Surge protection	:	Surge arrestors provided within.
Material of Construction	:	Cast Aluminum/stainless steel
Connection type	:	Terminals on PCB mounted inside Junction box.
Glands for entry	:	Double compression type.

**9. Interconnecting cable:**

The load cells to be provided with 4-wire system and shielded type cable approximately 10 meters in length to be laid in class "B" GI Pipe.

- i) No. of cores
- ii) Type of connection
- iii) Type of cable shield.



To be specified by the  
Manufacturer/supplier

**10. Digital weight Indicator.**

**10.1 Digital Weight Indicator**

This should be state of the art high performance micro-processor based Alpha Numeric Weighing system having high internal resolutions, clear and bright seven digit LED display auto zero tracking, tare/gross weight indications, Auto calibration facilities etc. It should be capable of interfacing with the computer for further processing of data as per requirement operating temperature is to be -5 degree centigrade to 50 degree centigrade, response time Type than 0.5 seconds, electrical safety IEC-348. And it should have facilities for connecting the printer directly in case computer fails. **Further Digital Weight Indicator supplied shall be suitable for interface with Depot Online system of FCI/CWC. No additional charges will be admitted for such interfacing with DOS. Bidder shall acquire the knowledge of integration of ELWB with DOS of CWC/FCI being provided by RICOH from nearby CWC/FCI centres for first-hand information.**

**10.2 Personal Computer: not applicable/required.**

Existing PC shall be used.

Shall be integrated with depot online system(DOS) of FCI/CWC.

Detailed technical specifications are indicated in Schedule-II of technical data of BID FORM.

**10.2 Printer: Not applicable. Existing printer to be used**

**11.0 U.P.S. Not required and existing UPS is to be used.**

**12.0 Constant Voltage Stabilizer/Transformer:**

2 KVA rating servo transformer with input 140V – 280V and output 220± 5% of reputed and approved make to protect the equipment from voltage variation.

**13.0 Jumbo display unit: to be supplied**

Jumbo display unit to be supplied and installed at a suitable place outside the cabin of weighbridge for clear viewing of drivers in day light or in darkness of character size of 100 mm, 5 digit bright, LED type to be provided.

**14.0 Notes**

14.1 Weighbridge manufacturers / supplier / local representatives, having own or their principal's manufacturing facilities relating to load cells and related electronic instruments and weighbridge components shall be given preference.

14.2 Manufacturers, their dealers/representatives/ suppliers should have appropriate licence for the installation of the weighbridge system from Directorate of Metrology, Government of India/State Government.

**14.3 Sealing and Stamping**

14.3.1 The sealing and stamping of load cells as well as that of the total weighing system shall conform to the requirements laid down under "Indian Weights & Measures Act, 1976".

14.3.2 The chassis of the electronic equipment shall be designed in the manner that it is feasible to lock the whole system electronically to make it completely tamperproof at one place for subsequent verification by the concerned authorities.

14.3.3 Packing: The mechanical and electronic components of the weighing system shall be suitably packed. All the conditions of storage before actual installation shall be specified by the manufacturers.

14.3.4 Performance: The performance of the load cells as well as the total system shall also comply to all the technical and metrological requirements laid down under the Indian Weights & Measures Act, 1976 and IS: 9281 (Part-III) - 1981' as amended on date.

15. **Civil Works**: The work, if any required shall be executed in accordance with the latest CPWD Specifications 2007 and IS codes

15.1 : Foundations and platform bed: as per requirement for up-gradation work, if required shall be carried out.

15.2 **Ramp and approach road**: RAMP INCLUDED. Shall be constructed as per specifications given below: Required on both sides of the weighbridge, ramps (not more than 8 metres) and approach road of suitable length connecting it to the adjoining main roads of the godowns on both sides and with width (not more than 3 metres) equal to the width of the weighbridge shall be provided. Suitable speed breakers at a distance of one and half meter from platform on each end are to be constructed. These ramps road shall consist of the following:-

i) 150 mm thick sand filling well rammed.

ii) 150 mm thick lean concrete of (1:4:8) mix

iv) 175 mm thick plain cement concrete of Grade M-20(1:1 1/2:3)

**NOTE: The ramp should be provided with steel fender of section 100x100x8 mm on both sides of complete length of ramp and should be fixed in cement concrete of ramp with 12mm dia & 30 cm long bolts at a distance of 30 cm centre to centre with or without connecting plate including cutting, hosting, fixing in position and applying coat of approved steel primer complete.**

15.3 **Cabin: Not applicable/not required.**

Existing cabin shall be utilized/modified, if necessary, to fit the new ELWB accessories like Digital indicator, CVS,PC, Printer, UPS, battery etc.

- 15.4 The bidder is permitted to remove the old weigh bridge materials, which are obsolete not required for up-gradation to their premises under intimation to Warehouse Manager.

16. **Electrical Works: Not applicable**

However the required re-wiring shall be carried as per *latest* CPWD specifications 2005 and Indian Electricity Rules, to install Digital indicator and other accessories.. **The entire power entry point shall be controlled by MCB/RCCB to prevent any flow of high power into the systems/ load cell and resulting damage.**

- 16.1 Service connection for 230V supply up to the switchboard in the cabin will be provided by CWC.
- 16.2 The wiring shall be carried out with copper wiring PVC insulated of suitable size in recessed PVC conduit as per latest CPWD specifications 2005 to avoid any entry of high voltage and damage to Electronic parts of ELWB.
- 16.3 Required electrical points shall be given to connect the existing PC, printer, and supplied Digital Indicator, CVS. Etc. Existing light and Fans to be used.

16.4 **Electrical Main Board**

Angle iron frame of suitable dimension with one 30 Amps MCB (Incoming) and 2 Nos. 16 Amps MCB (outgoing) MCB should be ISI Mark Standard make 1 Set

- 16.5 (a) Pipe earthing complete as per latest CPWD specifications 2005.  
(b) Copper plate earthing for electronic equipment as per Latest CPWD specifications 2005 } 1 set each

The contractor shall be required to submit 4 copies of the drawing along with design calculations for approval by the Corporation. The Corporation shall be at liberty to modify the design given by the contractor and he should follow the same without any extra claim.

17.0 **Shop Tests and Inspection**

17.1 Type tests and routine tests shall conform to IS: 9281 (Part-II) as amended unto date and those specified herewith.

17.2 Shop Assembly: Equipment shall be shop assembled, prior to Transportation/shipment, to the extent required to facilitate field installation.

18. **Installation**

18.1 **Fitting of Machinery**

18.1.1 Alignment and adjustment of machinery shall be carried out by skilled and

experienced machinery fitters.

- 18.1.2 All machinery shall be assembled fitted or mounted in such a manner that all necessary clearance shall be retained.
- 18.1.3 The contractor shall be responsible for all necessary alignment and adjustment of structure, machinery and equipment to obtain efficient operation of the Equipment.
- 18.1.4 Errors, omissions and misfits shall not be corrected by burning, except with permission of Corporation.

**19. Painting**

Two coats of anticorrosive and one coat of finished paint on all steel structures after preparation of surface to be applied for protection against corrosion/rust.

**20. Drawings and Data to be submitted by Contractor**

20.1 The Contractor shall at his own expense prepare and submit four copies of drawings showing foundation details, location and size of bolts and structural steel supports, general arrangement and assembly drawings showing important particulars, overall dimensions and clearances etc.

20.2 On completion of the Work and before the tests are carried out, the contractor shall at his own expense prepare and supply to the Corporation four (4) certified copies of the Installation Manuals, Inspection and Maintenance Manuals and Operation Manuals.

20.3 (a) The main girder / beams and cross beams will be preferably in single piece without any welded/ joint section.—NOT APPLICABLE

(b) Thickness of M.S.Plate : NOT APPLICABLE.

(c) The tenderer will indicate the approximate weight of Steel Structure: NOT APPLICABLE.

**SECTION-VIII**

**SCHEDULE-I**

NAME OF WORK:

**UPGRADING OF EXISTING 50 MTC PIT TYPE ELECTRONIC LORRY WEIGH BRIDGE,( LEE MAKE, 12m X 3M PLAT FORM SIZE), TO 60 MTC ELECTRONIC LORRY WEIGHBRIDGE, AT CENTRAL WAREHOUSE, INDORE-III INCLUDING CONSTRUCTION OF RAMP AND CIVIL WORK REQUIRED FOR UPGRADATION.**

**Technical Data**

Tenderers shall confirm/provide all information requested in this Schedule. The items requiring description shall not be limited by the list that follows. Tenderers shall include all pertinent items. If any item is not applicable to the particular proposal, the tenderer shall provide full details of his alternative.

1. **General Description**

A detailed description/illustrations, if any, of the electronic equipment to be provided to enable comprehensive assessment of their merit and performance.

2. **Technical Details**      To be filled in by the Contractor

2.1	<b><u>LoadCells</u></b>	Details to be specified
i)	Type of load cells	Compression Type (Hermetically Sealed)/Double ended shear beam tvpe
ii)	Make	.....
iii)	Capacity	.....60 MT.....
iv)	Operating temperature range.	.....
v)	Type of Sensor	.....
vi)	Overload rating (without affecting performance)	.....
vii)	Overload rating (ultimate)	.....
viii)	Name & Address of Manufacturer.	.....

2.3 Digital Indicator

i) Accuracy ( $\pm 10$  Kg. for 60 MTC

.....

ii) Operating temperature range (-)

.....

5 degree centigrade to 50 degree centigrade

2.4 **Desk top PC: not applicable**

2.5 **Printer: not applicable:**

2.6 **CVS:.....**

2.7

Signature of Tenderer with seal and address

Email id :

Phone:



**PART-II**  
**PRICE BID**

Schedule of rate for up-gradation of existing pit Type 50 MT capacity ELWB, 12 m x 3m platform size, to 60 MT Electronic Lorry Weigh Bridge with 6 Nos. New load cell, Digitizer, Junction Box, Software etc, at CW, Indore-III. Rate including civil work as required for up-gradation and reconstruction of ramp ( both sides) and electrical work.

Sl. No	Description of work	
1	<p><b>Rate quoted for Up-gradation of existing ELWB, pit Type 50 MT capacity TO 60 MTCpitless type Electronic Lorry Weighbridge by providing 6 Nos. 30 MT or above capacity load cells, Digitizer with printer facility, Jumbo display unit and its ancillaries as per tender, including necessary civil work for up-gradation and construction of new ramp on both sides of length 8m(minimum) and breadth 3m(minimum)</b></p> <p>Rate is inclusive of installation, Commissioning, Calibration, including stamping fees, inclusive of transportation/freight charges etc. Rate is inclusive of for civil work for up-gradation, reconstruction of new ramp both sides after dismantling old ramp and electrical work as required for up-gradation. (Lump sum rate shall be quoted for all work together)</p>	Rs. (Rupees...  Only)
2	<b>GST as applicable</b>	
3	<b>Grand Total (Sl. No. 1 + 2)</b>	
4	Bye back rate of exsisting 08 Nos. Load cell	
5	Net Value (3 - 4)	

We agree to the terms, conditions and specifications mentioned in the tender document and complete the work within 45 days period.

Signature of Tenderer  
With Seal, Date & Address  
Phone no. fax no. etc;