



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



No. CRWC/V-NIT, RWC-Kandla /20-21/1025

Date: 21.08.2020

E -TENDER DOCUMENTS

For “Supply, Installation, Testing, Commissioning, Stamping and Annual Maintenance Contract of 100 MT Capacity Pit Less Type Electronic Lorry Weigh Bridge Including Civil & Electrical work and Compatibility with DOS & WMS at RWC Kandla on Turnkey Basis.”

Last date & time of submission of cost of tender & e-tender processing fee, EMD and downloading of tender document (tech. & price bid)	01.09.2020 upto 11:30 pm
Last Date & Time of submission of tender	02.09.2020 upto 3:00 pm
Date & Time of Opening of Tender	(a) Technical Bid: 02.09.2020. at 3:30 pm (b) Price Bid: Date of opening will be intimated separately for technically qualified Tenderers.

This tender document contains: 56 pages

Details of Contact person in CRWC Ltd. regarding this tender:

Name: Sudip Chakraborty,
Designation: Addl. General Manager (Projects & Engg.)
Address: Central Railside Warehouse Company Limited,
Ground Floor, Supreme Court Metro Station Building,
New Delhi-110001.

Email id: sudip.chakraborty@crwc.in

इस कार्यालय में हिन्दी के पत्रों का स्वागत है |

पंजीकृत एवं कॉर्पोरेट कार्यालय : भूतल, सुप्रीम कोर्ट मेट्रो स्टेशन बिल्डिंग, नई दिल्ली-110001, दूरभाष : 011-23379418, फैक्स : 011-23379434
Regd. & Corp.Office: Ground Floor, Supreme Court Metro Station Building, New Delhi-110001, Ph.: 011-23379418, Fax: 011-23379434
Website : www.crwc.in



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
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मिनी रत्न
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NO: CRWC/V-NIT, RWC-Kandla /

Dated: 21.08.2020

CHECK LIST OF DOCUMENTS

1. Online E-tender are invited under two bid system for **Supply, Installation, Testing, Commissioning, Stamping and Annual Maintenance Contract of 100 MT Capacity Pit Less Type Electronic Lorry Weigh Bridge Including Civil & Electrical work and Compatibility with DOS & WMS at RWC Kandla on Turnkey Basis.**

S. No.	Description of Document
1	Cost of Tender Document Rs. 1,180/- (including GST, through e-payment)
2	Tender Processing Fee Rs. 2,950/- (including GST, through e-payment)
3	Earnest Money Deposit of Rs. 30,220/- (Rupees: thirty thousand two hundred twenty only) (through e-payment) It is works contract. There is no EMD & Tender cost exemption on account of MSME.
4	Goods & Service Tax Registration Certificate from the concerned authorities as applicable.
5	Permanent Account Number (PAN) Card
6	Latest valid licence to manufacture, repair or sale of weight or measure as per section 23 of legal metrology act-2009.
7	Model approval up to 100 MTC ELWB certificate from Director of Metrology, Govt. of India.
8	Certificate in respect of satisfactory installation of 03 no. Pitless type ELWB of 60/100 MT in Government Organizations or in PSUs or reputed private organisation in the last 3(three) preceding financial years ending on 31.03.2020 and current financial year which should be supported by their Satisfactory completion certificate (Mere submission of work orders/supply orders will not be considered as proof of satisfactory performance of ELWBs) from clients/customers.
9	The sum total (arithmetic Sum) of tenderer's turnover/revenue (income) from operations for the last three financial years (i.e. 2017-18, 2018-19 and 2019-20) should be of value not less than Rs.13.59 Lakhs. The information shall be supported by CA certificate (where accounts are not subject to audit as per Income Tax Act) or Balance Sheets and Profit & Loss statements of specified last three Financial years.
10	Affidavit Annexure A to be submitted along with Tender given in section VII
11	Affidavit Annexure B to be submitted along with tender given in section VII
12	Form of Tender given in section III

NOTICE INVITING TENDER
(Only through e-tendering)

E-tenders are invited under two bid system (**Techno-Commercial Bid**) from the reputed manufacturers for following work as per schedule: -

S.No	Description	No. of EL WB	Cost of tender documents	Processing fee for e-tender (Rs.)	Last date & time of submission of cost of tender & e-tender processing fee and EMD downloading of tender document	EMD	Last date of submission of online Bid by bidders	Date of opening of Technical Bid
1	Supply, Installation, Testing, Commissioning, Stamping and Annual Maintenance Contract of 100 MT Capacity Pit Less Type Electronic Lorry Weigh Bridge Including Civil & Electrical work and Compatibility with DOS & WMS at RWC Kandla on Turnkey Basis.	01 Nos. (100 MT)	Rs 1180/-	Rs 2950/- (including GST)	01.09.20 upto 11:30 p.m	Rs 30,220/-	02.09.2020 upto 3:00 p.m	02.09.2020 at 3:30 p.m

Note: i) Validity period of the tender shall be 90 days from the date of opening of tender and which shall be also further extendable for 30 days at the sole discretion of the CRWC.

The complete Tender document can be viewed from websites www.crw.c.in, www.cewacor.nic.in, <http://www.tenderdetail.com> and <http://www.eprocure.gov.in>. The tender can be viewed and downloaded only from the websites <https://crwc.euniwizarde.com> during the tender sale period. The intending bidders should submit the tender documents sale price & tender processing fee, through e-payment, at the time of making online request.

For any difficulty in downloading & submission of tender document at website <https://crwc.euniwizarde.com>, please contact at euniwizarde helpdesk no. +919355030616 (Mr. Anshuman Thakur)

Addl. GM (P&E)

TENDER DOCUMENT

SECTION-I

INVITATION OF TENDER

1. The work **Supply, Installation, Testing, Commissioning, Stamping and Annual Maintenance Contract of 100 MT Capacity Pit Less Type Electronic Lorry Weigh Bridge Including Civil & Electrical work and Compatibility with DOS & WMS at RWC Kandla on Turnkey Basis** as detailed in the 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.

2. EARNEST MONEY:

The tenderer are required to deposit Earnest Money of **Rs.30,220/- (Rupees: thirty thousand two hundred twenty only)** through online payment. Earnest Money deposit in any other form will not be accepted. **Tenders not accompanied by online payment towards Earnest Money will be summarily rejected.**

If the tenderer fails to keep the tender open for acceptance for the stipulated period of **90 days (which can be further extended by 30 days** at the sole discretion of the CRWC) 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 documents 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 also be liable to be forfeited in the event of the tenderer's failure, after the acceptance of his offer, to furnish the requisite performance guarantee by due date without prejudice to any other rights and remedies available to the CRWC under the contract and in law. 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 E.M.D. 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. The E.M.D. deposited by the successful bidder will be adjust in security deposit.

CRWC will at the time of making any payment to the contractor for the work done or supplies made under the contract deduct such sum as Security Deposit amount to 5% of the contract value

3. PERFORMANCE GUARANTEE:

The successful tenderer has to deposit an amount equal to 5% of the accepted value of the work as performance guarantee in the format of **Performance Guarantee in any of the following forms:**

- (i) Demand Draft/Banker's Cheque of Scheduled/Nationalized Bank in favour of Central Railside Warehouse Company Limited payable at New Delhi.
- (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 the issue of Letter of Intent/**acceptance**. This period can further be extended by the CRWC up to a maximum period of **15 days** on written request of the tenderer detailing the reasons for delays in procuring the bank guarantee. However, a penal interest of 12% per annum shall be charged for delay beyond 15 days i.e. from 16th day after issue of LOI/LOA. If 15th/30th day happens to be holiday of CRWC office, Submission of BG can be accepted on next working day. In all other cases, if the contractor fails to submit requisite BG even after 30 days, from date of issue of LOI/LOA, the contract is liable to be terminated (as per sole discretion of CRWC). In case the contract is terminated, CRWC shall be entitled to forfeit EMD and other dues payable against that contract.

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, CRWC 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 CRWC 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 provisions 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 CRWC.

The time allowed for completion of entire work of each ELWB will be 45 days which will be reckoned from the 10th day of issue of the Award Letter/Supply Order.

4. EXECUTION OF CONTRACT AGREEMENT

The successful tenderer shall ensure to **enter into formal agreement** with the CRWC within 15 days of issue of award letter in the prescribed format (form of agreement mentioned at tender on non-judicial stamp paper of appropriate value).

1. Offers, which are not made on turnkey basis, shall be treated as incomplete/invalid.
2. **The tenderer is required to upload self attested scanned copy of the following documents with digital signatures along with the Technical Bid:**
 - (a) Latest valid GST Registration Certificate from concerned Authorities of the State Govt. as applicable.
 - (b) Permanent Account Number (PAN) Card
 - (c) Latest valid License to manufacture ,repair or sell of Weight or measure as per Section 23 of Legal metrology act 2009

- (d) Model Approval of 100 MTC ELWB Certificate from Director of Metrology, Govt. of India.
- (e) Certificate in respect of successful completion of **03 no.** pit less type ELWBs of 60/100 MTC in Government organizations or in PSUs or reputed private organization in the last 3(three) preceding financial years ending on **31.03.2020 and current financial year** which should be supported by their Performance Certificate (mere submission of work order/supply orders will not be considered as proof of satisfactory performance of ELWBs) from the end of clients/customers.
- (f) The sum total (arithmetic Sum) of tenderer's turnover/revenue (income) from operations for the last three financial years (i.e. 2017-18, 2018-19 and 2019-20) should be of value not less than **Rs. 13.59 Lakhs**. The information shall be supported by CA certificate (where accounts are not subject to audit as per Income Tax Act) or Balance Sheets and Profit & Loss statements of specified last three Financial years
- (g) **Rs. 30,220/- (Rupees: thirty thousand two hundred twenty only)** E.M.D. shall paid by the bidders only through online mode.
- (h) Cost of tender document is **Rs. 1180/- (including GST) through e-payment mode.**
- (i) Tender Processing Fee **Rs. 2950/- (including GST, through e-payment)**
- (j) Affidavit **Annexure A** to be submitted along with Tender given in section VII
- (k) Affidavit **Annexure B** to be submitted along with Tender given in section VII
- (l) Form of Tender given in section III

CRWC reserves the rights to get verify the credentials and the documents submitted along with the tender before issue of supply order.

SECTION – II

INSTRUCTIONS TO TENDERERS

1. The tenderer shall examine carefully all available tender document 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. General Conditions
 5. Special Conditions for Supply, Installation and Commissioning
 6. Form of Agreement and Form of Performance Guarantee/Bank Guarantee Bond
 7. Annexure A & B
 8. Technical Specifications
 9. Schedule of Quantity and Addenda (if any)
2. The tenderer is advised to inspect the sites 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 CRWC 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. 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 referred to therein and all such works as are necessary for the proper completion of the contract.
4. Tenderers shall make their own arrangement for obtaining the required quantity of steel of various categories, cement and other materials required for the works.
5. The CRWC 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.
6. 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 **10th day of issue of award letter/supply order.**
7. Should a tenderer find discrepancies or omissions from the tender documents or should additional information or clarification be required, he shall at once Notify Addl.GM(P&E), Ground Floor, Supreme Court Metro Station Building, New Delhi-110001 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.

8. Canvassing in connection with the tender is strictly prohibited and the tendersubmitted 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 CRWC works through appropriate action.
9. The tenderer should possess requisite license to manufacture, repair or sell of weight or measure as required under Section 23 of Legal Metrology Act 2009. **The tenderer should possess model approval** certificate issued by the Director of Metrology, Govt. of India, New Delhi. Copy of such licenses issued by the State authority, model approval upto 60/100 MT capacity ELWB should be furnished as prescribed in the tender notice with the Technical Bid.
10. CRWC Terminals/ Project Sites are not covered under the definition of “Port”, Governmental Organization or Railway, as per the definition contained in **Goods and Service Tax** Department notifications. As such, **GST** shall be applicable on CRWC works and *shall be* reimbursed by CRWC. Therefore, tenderer / bidder shall quote their rates **excluding of GST**, as applicable after study the same and GST will be paid/reimbursed by CRWC.
11. Any other state taxes (except GST), duties, fees, transit insurance charges, comprehensive vehicle insurance charges, registration fees of vehicle in respect of this contract shall be payable by the contractor to the concern authority and CRWC will not entertain any claim what so ever in this respect. This should be included in the rates quoted by contractor.
12. CRWC reserves the right to reject any or all the tenders without assigning any reason thereof.
13. CRWC reserve the right to scrap the complete tender process any time without assigning any reason thereof.
14. **It is works contract. There is no EMD & Tender cost exemption on account of MSME.**

SECTION – III

Name of work: **Supply, Installation, Testing, Commissioning, Stamping and Annual Maintenance Contract of 100 MT Capacity Pit Less Type Electronic Lorry Weigh Bridge Including Civil & Electrical work and Compatibility with DOS & WMS at RWC Kandla on Turnkey Basis.**

FORM OF TENDER

NOTE: Tenderers are required to fill in the blank spaces in this Tender form & submit online the same.

**To,
Addl. General Manager (Projects & Engg.)
Central Railside Warehouse Company Limited,
Ground Floor, Supreme Court Metro Station Building,
New Delhi-110001.**

1. 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 **“Supply, Installation, Testing, Commissioning, Stamping and Annual Maintenance Contract of 100 MT Capacity Pit Less Type Electronic Lorry Weigh Bridge Including Civil & Electrical work and Compatibility with DOS & WMS at RWC Kandla on Turnkey Basis”** for the Central Railside Warehouse Company Limited in conformity with the said tender documents at prices indicating in the price bid.
2. If our tender is accepted, we undertake to complete the whole work of ELWB comprised in the work order to the satisfaction of the CRWC within 45 days from the 10th day of issue of the award letter/supply order.
3. If this tender is accepted, we further undertake to enter into a formal agreement at our cost with CRWC within 15 days of issue of *supply order/award order* in the prescribed format provided in the tender document on non-judicial stamp paper of appropriate value.
4. We agree to abide by this tender for a period of 90 days from the date of opening of the same and for further period of 30 days at the discretion of the CRWC under the related clause of the tender.
5. 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 tender document, the amount deposited as Earnest Money shall be liable to forfeiture at the option of the CRWC. No claim shall be raised by us in future for refund of earnest money deposited with CRWC. Further, we give our consent that our EMD may be converted into collateral security deposit and may be kept in the CRWC account and shall be refunded after satisfactory execution of work including guarantee period of ELWBs as per orders placed by the CRWC.

6. We agree for depositing/recovery of S.D. subject to maximum of 10% of the offered value for ELWB i.e. 5% will be deposited as a Performance Guarantee after issue of letter of acceptance of the tender but before issue of work order and Security Deposit 5% of the offered value shall be deducted of the total value of the supply order by CRWC from our first running bill.

7. We understand that CRWC 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. **We understand that the CRWC reserves the right to increase or decrease the quantity of weighbridges of the quantity for which the order is placed on us, on the same rates terms & conditions.**

8. Requirement of ELWB may change to any other centre/s as per discretion of the CRWC.

On this _____ Day of _____ 2020

SIGNATURE OF TENDERER

IN THE CAPACITY OF: _____
DULY AUTHORISED TO SIGN TENDERS FOR AND ON BEHALF OF
(IN BLOCK LETTERS)
WITNESSES: _____
ADDRESS: _____

GENERAL CONDITIONS OF CONTRACT

SECTION – IV

Name of work: **Supply, Installation, Testing, Commissioning, Stamping and Annual Maintenance Contract of 100 MT Capacity Pit Less Type Electronic Lorry Weigh Bridge Including Civil & Electrical work and Compatibility with DOS & WMS at RWC Kandla on Turnkey Basis.**

S.No.	Description
1	Definitions and interpretations
2	Assignment and subletting of work
3	Forfeiture of earnest money
4	Security deposit
5	Refund of security deposit
6	Refund of security deposit of AMC
7	Forfeiture of security deposit
8	Performance Guarantee
9	Work to be to the satisfaction of the CRWC
10	Compensation/Liquidated damages for delay
11	Force majeure conditions
12	Breach of contract
13	Suspension of works
14	Requirement where there are no specifications
15	Urgent repairs
16	Price variation
17	Charges, taxes, duties, Exchange rate, Royalties, Patent rights & other liabilities
18	Constitution of the firm
19	Address of the contractor for notices communications on behalf of the Company
20	Authority of person signing contract, Measurement and bills on behalf of the Contractor
21	Dishonest practices
22	Official secrets and photography
23	Risk Purchase
24	Employment of retired Govt. Servant

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 **“CRWC”** means the Central Railside Warehouse Company Limited 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 CRWC.

- 1.3 **“Contractor”** means the individual firm or company whether incorporated or not, with whom the contract is entered into and 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.
- 1.4 **“Inspecting Officer”** means officer(s) of Central Railside Warehouse Company Limited authorized for the purpose of inspection of the stores, equipment’s and work under the contract.
- 1.5 **“Other Contractor”** or **“Other”** means any person or firm or company or Corporation Employed by or having a contract directly or indirectly with the CRWC otherwise than through the contractor.
- 1.6 **“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 CRWC 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,
- 1.7 **“Tender”** means the offer made by individual Firm/Firms of Company/Companies for the execution of the works.
- 1.8 **“Tenderer”** means the Firm/Firms or Company/Companies submitting a tender.
- 1.9 **“Acceptance of Tender”** means the letter or memorandum from the CRWC communicating to the tenderer the acceptance of his tender.
- 1.10 **“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 herein after contained.
- 1.11 **“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 CRWC.
- 1.12 **“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.
- 1.13 **“Material”** means the goods specified in the schedule which the contractor has agreed to supply under the contract.
- 1.14 **“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

CRWC, actually use in connection with the works otherwise than merely for the purpose of access to the said place or places.

- 1.15 **“Approved”** means approved in writing including subsequent written confirmation of previous verbal approval and “approval” means approval in writing including as aforesaid.”
- 1.16 **“Nationalized/Scheduled Bank”** means a bank included in the second schedule to the Reserve Bank of India Act, 1934 or modifications thereof.
- 1.17 **“Months”** means calendar month.
- 1.18 **“Unit”** means metric unit.
- 1.19 **“Test”** means such tests as are prescribed by the IS Codes & specifications or by the CRWC.

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 CRWC.
- 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 CRWC. 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 subcontractor 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 subcontractor and the CRWC.

3.0 Forfeiture of Earnest Money Deposit:

The earnest money deposited by the tenderer in terms of the Invitation to Tender may be forfeited at the option of the CRWC in case the tenderer should resile from or modify or withdraw his tender before the expiry of 90 days and further extended period as mentioned in the clauses of Invitation to the Tender from the date of opening of the tender or fail to deposit the **Earnest Money Deposit** (EMD) prescribed in clause 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. If the tenderer whose tender is considered for acceptance fails to furnish the prescribed performance guarantee within prescribed period, the EMD will be absolutely forfeited by the Central Railside Warehouse Company Limited.

4.0 Security Deposit:

Security Deposit will be equivalent to 10%(overall) of the offered value of the contract
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, as Performance Guarantee within 15 days from the issue of Letter of Intent (LoI)
- ii) The amount equivalent to balance 5% of the bill amount shall be deducted by the CRWC from the bill of the supplier/contractor on account of 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 CRWC 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 days from the date of such deductions make good the amount.

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. This will be subject to deposit of security deposit equivalent to 10% of the total AMC charges through crossed DD/Banker's cheque payable at New Delhi favouring Central Railside Warehouse Company Limited drawn on any Nationalized bank/Scheduled Bank or Bank Guarantee of equivalent amount in the format enclosed (Section-VI) THE Validity of Bank Guarantee shall be period of five (1.5) years from date of issue.

6.0 Refund of SD in respect of AMC

As stated under 5.0 above, the amount of SD for AMC will be 10% of the total AMC charges. The amount of SD so worked out for AMC either in the form of DD/ Banker's cheque or in form of Bank Guarantee will be refunded on production of 'NO Demand Certificate' after completion of successful service of AMC.

7.0 Forfeiture of Security Deposit:

The said security deposit shall be liable to forfeited at the option of the CRWC, 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. The CRWC 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 CRWC.

8.0 Performance Guarantee:

The successful tenderer, hereafter referred to as the contractor, shall deposit an amount equal to 5% of the tendered and accepted value of works (without limit) as performance guarantee. Performance guarantee shall be collected before issue of formal work order for commencement of the work within the time limit as mentioned.

8.1 Forfeiture of Performance Guarantee:

The said performance guarantee shall be liable to forfeiture at the option of the CRWC, if the contractor fails to carry out the work or perform or observe any of the conditions of the contract.

9.0 Work to be to the satisfaction of the CRWC:

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

10.0 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 CRWC on demand, without prejudice to other rights and remedies, the CRWC 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) or 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. Such decision in writing from the concerned authority of CRWC shall be final and binding on the contractor. The CRWC 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 CRWC 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 CRWC.

11.0 Force Majeure Conditions:

The CRWC may grant an extension of time limit set for the completion of the work incase 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.

The contractor's request for an extension of the time limit for completion of the work in the above mentioned cases is subject to the following procedures

- i) That, within 7 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, he informs the CRWC 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 CRWC that the said conditions have actually interfered with the carrying out of the contract.
- iv) That, he proves to the satisfaction of the CRWC 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.

12. Breach of Contract:

Definition of Breach of Contract:

The CRWC 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 CRWC a notice in writing to rectify, reconstruct or replace defective work or to remove the equipment/material condemned or rejected by the CRWC 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 CRWC (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 CRWC) 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 CRWC 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 CRWC in writing.

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

12.1 Cancellation of Contract in full or part:

When the contractor has made himself liable for action under any of the cases aforesaid, the CRWC 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 CRWC shall be conclusive evidence) upon such determination or rescission, the security deposit of the contractor shall be at the disposal of the CRWC.
- b) To employ labour paid by the CRWC 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 CRWC 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 CRWC 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 CRWC are less than the amount payable to the Contractor at his agreement rates, the differences shall not be paid to the contractor. Provided further that the CRWC 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 less. 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 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 CRWC 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 CRWC under this contract or any other account whatsoever or any money due to him by the CRWC 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 contractor shall have no claim to compensation for any loss sustained by him by 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 CRWC 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.

- e) The CRWC may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 7 (seven) days written notice of default to the contractor, terminate the contract in whole or in part.
- f) The CRWC may at any time terminate the contract by giving not less than 7 (seven) 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 CRWC.

In the event, CRWC terminate the contract in whole or in part, CRWC may get such services done, upon such terms and in such manner as it deems appropriate and the contractor shall be liable to CRWC 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 CRWC's aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works.

- g) Notwithstanding anything contained in this clause, if at any time after the commencement of the work, the CRWC 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 CRWC 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 CRWC 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 less.

13. Suspension of works:

The contractor shall on the written order of the CRWC suspend the progress of work or any part thereof till such time which should not generally exceed 15 days on each occasion and in such manner as the CRWC may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the CRWC.

14. 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 CRWC and shall be binding upon the contractor.

15. 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 CRWC be urgently necessary for security and the contractor is unable or unwilling at once to do such work or repair, the CRWC may be its own or other workmen do such work or repair as the CRWC may consider necessary. If the work or repair so done by the CRWC is such which in the opinion of the CRWC, the contractor was liable to do at his own expense under contract, all costs and charges properly incurred by the CRWC in so doing shall on demand be paid by the contractor to the CRWC or may be deducted by the CRWC from any money due or which may become due to the contractor.

16. 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.

17. Taxes, Duties and other liabilities:

17.1 GOODS & SERVICE TAX:

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

17.2 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 CRWC separately on such accounts.

17.3 Patent Rights:

The contractor shall indemnify the CRWC 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.

17.4 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.

17.5 Transportation and Insurance:

Freight, Toll tax, Octroi, State entry tax, if any, packing, forwarding, loading/ unloading and insurance charges on imported/indigenous items upto work site shall be arranged and paid by the contractor. 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 CRWC.

17.6 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.

17.7 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.

17.8 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) The contractor shall keep the CRWC indemnified against all penalties and liability for every kind of breach of any Act, Rules, Regulations or Byelaws in force at the site.

18. Constitution of the Firm:

- 18.1 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 CRWC, 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.
- 18.2 On the death or retirement of any partner of the contractor firm before complete performance of the contract, the CRWC may, at its option, cancel the contract and in such case, the contractor shall have no claim whatsoever to compensation against the CRWC.
- 18.3 If the contract is not determined as provided in Clause's 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 the Partnership Act has been sent by him to the CRWC & acknowledgement due.

19. Address of the contractor for notices and communications on behalf of the CRWC.

- 19.1 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 CRWC. The contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- 19.2 All communications and notices may be served on the contractor either by speed post, courier, registered post acknowledgement due or under certificate of posting or by ordinary post or by hand delivery.

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

- 20.1 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.
- 20.2 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 CRWC immediately on the occurrence of such change in writing by all the Partners/Directors of the Firm or Company.
- 20.3 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 receipt 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 contain 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 CRWC unless such a change is demanded in writing by all the partners of the firm or Directors of the Company without any exception.

21. 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 CRWC 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 CRWC, 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 CRWC liable to termination and also to the payment of any loss or damage resulting from any such termination.

22. Official Secrets and photography:

- 22.1 The contract imposes an obligation of secrecy on the part of the contractor or his subcontractor 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.

- 22.2 Except with the prior written permission of the CRWC 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.

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 CRWC 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 CRWC.

24. Employment of retired Government servants:

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.

SECTION - V
SPECIAL CONDITIONS

PART – I

I N D E X

S. No.	Description
25	Extent of Contract
26	Drawings
27	Time for completion and time extension
28	Contractor's supervision
29	Co-ordination with others
30	Free access to work site
31	Inspection of work
32	Site order book and rectification of defects
33	Damage to works
34	Interference with traffic, extraordinary and Water borne traffic
35	Labour and labour Regulations
36	Security & Safety Requirements
37	Workmanship, Materials, Samples And Testing
38	Terms of payment
39	Mode of payment
40	Extra Items, Additions, Time Extension and payment therefore.
41	Guarantee
42	Taking over
43	Power, Lubricants, Test Weights etc.
44	Erections, Operation and Maintenance instructions manuals
45	Annual maintenance.
46	Resolution of Disputes
47	Black listing of Firms

SECTION – V

25. Extent of contract:

The contract comprises of design, manufacture, delivery, trial runs, tests, installation, stamping, commissioning, guarantee of the works, including construction of foundation, ramp and cabin 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.

26. Drawings:

26.1 The contractor shall supply two complete sets of all drawings relating to the equipment as well as their installation at his own cost (Mechanical, Electrical and Civil Drawings). The contractor shall keep one complete set of all drawings and specifications at site of work in good order.

26.2 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 CRWC or not.

27. Time for completion and time extension:

27.1 Total time stipulated:

The total time stipulated for completion of all the works will be 2 Months which will be reckoned from the 10th day of issue of award letter/supply order for the work.

27.2 Schedule of work:

The contractor shall submit to the CRWC a Schedule of progress of supply, installation and commissioning and stamping of equipment's including civil & electrical works within the overall period stipulated in related clause from the date of commencement of work to the date of taking over.

27.3 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 the tender document which may occur be such as to delay the completion of the work, the contractor shall apply in writing to the CRWC for an extension of time for completion of the work within 07 days of such occurrence but before the expiry of the stipulated date of completion. The CRWC 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 CRWC to recover compensation by way of liquidated damages in accordance with related Clauses of this contract.

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

The grant of any extension of time by the CRWC 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 CRWC against the contractor. The reasons for withholding any sums from the contractor's claims will however be advised to him.

28. Contractor's Supervision:

28.1 The Contractor, without prejudice to the rights of the CRWC 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 CRWC may decide. The contractor shall locate a competent representative and any necessary assistants duly approved by the CRWC 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 CRWC.

28.2 Misconduct of the contractor's staff:

The CRWC 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 CRWC 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 CRWC, failing which, the CRWC 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.

28.3 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 CRWC. The CRWC shall not be responsible for any plant, machinery or other work of the contractor notwithstanding that the CRWC may have approved of the same or of any drawings submitted in connection therewith.

28.4 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 CRWC and shall at his own expense rectify such errors and mistakes with the approval of the CRWC. The direction of the CRWC 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.

28.5 The contractor shall carefully protect and preserve all benchmarks, site rails, pegs and other references, points used in setting out of works.

28.6 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 CRWC 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 CRWC and leave whole of the site and works clean and in a workman like condition.

28.7 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 CRWC and shall be dismantled and removed upon the completion of the contract if so directed, within 1 months of the issue of such intimation. Such buildings shall be subject to the approval of the CRWC and shall be maintained in a clean and hygienic condition throughout the period of work.

28.8 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.

29. Co-ordination with others:

The CRWC 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 CRWC 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 CRWC 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 CRWC shall direct what shall be done by each party.

30. Free access to work site:

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

31. Inspection of works:

Schedule of Inspection and Delivery of ELWB including Installation and Stamping.

- a) The work of ELWB will be completed in 2 Months by the contractor which includes supply, installation, stamping and commissioning. The completion period of ELWB will be reckoned from the 10th day of issue of award letter/supply order for execution of the work of ELWB to the contractor.
- 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.

31.1 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 CRWC. The contractor shall at all times during the normal working hours and all other times at which reasonable notice of the intention of the CRWC 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.

31.2 Examination of work before covering up:

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

31.3 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 CRWC. If any such part or parts have been covered up or put out of view after compliance with the requirements of above clause 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 CRWC but in any other case all expenses shall be borne by the contractor and shall be recoverable from him by the CRWC 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.

32. Site order book and rectification of defects:

32.1 Site Order Book:

The contractor shall maintain a site order book at the site of the works wherein the instructions of the CRWC shall be recorded. The site order Book shall be the property of the CRWC 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.

32.2 Rectification of defects:

If, during the progress of the work, the CRWC 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 CRWC 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 CRWC of or affect any rights under the contract which it may otherwise have in respect of such defects or deficiencies.

33. 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 CRWC 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 CRWC may cause the same to be made good by some other agency and deduct the expense (of which the certificate of the CRWC shall be final) from any sums that may be due to the contractor by the CRWC. 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 CRWC 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 CRWC 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 CRWC. The CRWC will also not in any way be held responsible for damage or loss on any such account.

34. Interference with traffic, extraordinary & water borne traffic:

- 34.1 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 CRWC or of any other person and the contractor shall render harmless and indemnify CRWC in respect of all claims and demands whatsoever arising out of any such matters.
- 34.2 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.
- 34.3 Where the nature of work is such as to require the use by the Contractor of water borne transport, the provisions of above Clause 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.

35. Labour and Labour Regulations:

35.1 Engagement and conditions of Labour:

The contractor shall obtain a valid license 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 license 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 therewith. 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.

35.2 Minimum Age:

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

35.3 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 CRWC 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.

35.4 Minimum Wages:

The Contractor shall pay not less 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 CRWC 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.

35.5 Wages Loss by Worker

The CRWC 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, nonpayment of wages or the deductions made from their wages which not justified by the terms of their contract or non-observance or regulations therewith.

35.6 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 CRWC an adequate supply of drinking and other water for the use of the contractor's staff and work people.

35.7 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.

35.8 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 CRWC. The CRWC 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 CRWC from any amount due or to become due to the contractor. Failure on the part of the CRWC 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.

35.9 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.

35.10 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 CRWC. The contractor shall also report such accident to any other competent authority whenever such report is required by law.

35.11 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 CRWC Watchman who shall have free and undisputed access at all time to any part of the works in the execution of their duties.

35.12 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 less favorable 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 subcontractor employed by him in the execution of the contract.

35.13 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 CRWC indemnified in case any action is commenced for contravention by the contractor.

35.14 Observance by sub-contractors:

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

35.15 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 CRWC fully informed of application made by him for the work, permits for foreign staff and/or approvals by the Indian Authorities.

35.16 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 CRWC and conciliation officer, Central Ministry of Labour, Government of India or such other authorized persons appointed by the State Government.

35.17 Workmen's Compensation Act:

The contractor shall at all times indemnify the CRWC 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 CRWC 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 CRWC is obliged to pay compensation to workmen employed by the contractor responsible for execution of the works, the CRWC will recover from the contractor the amount of the compensation so paid. Without prejudice to the rights of the CRWC under Section 12 sub-section (2) of the said Act, the CRWC 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 CRWC shall not be bound to contest any claim made against it under Section 12 subsection of the said Act, except on the written request of the contractor and upon his giving to the CRWC full

security for all costs for which the CRWC might become liable in consequence of contesting such claim.

35.18 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.

35.19 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.

35.20 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 there with has due regard to all religious festivals and other customs.

36. Security & Safety Requirements:

36.1 Security Requirements:

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

36.2 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 there with 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 CRWC, at no extra cost to the CRWC. 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 CRWC 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.

36.3 The contractor shall give every facility to the authorized safety officers of the CRWC to inspect the work when so ever required, and shall observe and abide by any instructions given by the CRWC 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 CRWC.

36.4 Life Savings and First Aid Appliances:

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

37. Workmanship, Materials, Samples & Testing:

37.1 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 CRWC 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 CRWC.

37.2 Samples:

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

37.3 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.

37.4 Trial Runs/Test:

The contractor shall inform the CRWC 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 CRWC 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.

37.5 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 CRWC at the time of taking over.

38. Payment Terms:

All payments under the contract shall be made in Indian currency *through e-payment* on any Nationalized/Scheduled Bank. The contractor has to furnish information in prescribed format for this purpose as per payment to the contractor will be made on submission of bills by them in accordance with the following procedure and after deducting security deposit etc. as per various terms of the tender:

38.1 After successful commissioning of machine 90% of the payment will be released and remaining 10 % after successful completion of defect liability period of 12 months.

For Annual Maintenance

AMC charges shall be paid on quarterly basis of annual charges, it should be inclusive of all the charges as no separate /extra payment shall be made by CRWC for visit and repairs. payment will

be made on production of invoice /bill along with satisfactory certified issued by the concerned Warehouse Manager at the end of each quarter

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

(b) TDS and Surcharge etc. as applicable will be recovered from all the bills of the contractor and TDS certificate will be issued by the CRWC.

39. Mode of Payment, Measurement and Bills:

No sum shall be considered as earned by or due to the contractor in respect of the works until the certificate of "Taking over" in the prescribed form has been given by the CRWC.

39.1 Measurements:

Before taking measurements of any work either during the progress of work or on the completion of works, the CRWC shall give reasonable notice to the contractor. If the contractor fails to attend at the time of taking measurements after such notice or fails to countersign the measurements in token of acceptance within a week from the date of record of measurements in the manner required by the CRWC, the measurement recorded shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

39.2 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 & 7 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 CRWC and set-off against any claim of the CRWC for the payment of any sum of money arising out of or under any other contract made by the contractor with the CRWC.

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

40.1. Power to make alterations:

The CRWC 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 CRWC. 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. 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 CRWC.

40.2. 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.
- ii) 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 7 days of the date of receipt of order to carry out the work, inform the CRWC 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 CRWC 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:

41.1 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-15 Section-IV of general conditions of the contract, the contractor shall still hold the guarantee of his supplies for the stipulated period.

41.2. Date of Commencement of Guarantee:

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

41.3. Period of Guarantee:

The period of guarantee on all plant and equipment including load cells shall be **One years** from the date of taking over certificate. During the contract period of two years (02) which includes one years AMC period as well , 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.1000/- per day for the number of days for which the machine remains out of operation or the expenditure incurred by CRWC 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 CRWC 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%. Thus CRWC 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.

41.4. Rejection:

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

41.5. Failure to rectify defects:

Failure to rectify any defects or replaces 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 and the CRWC will take appropriate action.

41.6. 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 CRWC 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.

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

If the contractor shall fail to do any such work as aforesaid by the CRWC, the CRWC 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, CRWC 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 CRWC may have against the contractor under law and/or under this contract.

41.8. Contractor to search:

The contractor shall, if required by the CRWC 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 CRWC. 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.

41.9. 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.

41.10. Contract valid during Guarantee period:

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

41.11. Service during Guarantee Period

During the guarantee period, development of interface (API) for integration with WMS/DOS etc. software and necessary calibration is included for the contract 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 and in token of having visited and undertaken the servicing, he shall prepare the service Report , get copy counter-signed by the Terminal Manager.

42 Taking Over:

42.1. 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 Terminal Managers and simultaneously request for arrangement for Taking Over thereof. The Terminal Managers shall there 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 liable under Clause-9 Section-IV hereof without prejudice to other rights and remedies that the CRWC may have against the contractor under this contract.

42.2. 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 equipment's 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.

42.3. Establishment of Record:

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

42.4. 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 CRWC. The CRWC 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.

42.5. 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 CRWC. 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 CRWC.

42.6. 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 CRWC. The number of such trial runs and inspections will be restricted to the extent considered reasonable by the CRWC. If still the machinery, installations and related structures do not come up to the requirements of the specifications and appropriate standards, the CRWC reserves the rights to reject the entire work and to take action under Clause- 9 & 10 Section-IV.

42.7. 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 CRWC is free, without prejudice to Clauses 9 Section-IV and Clause 27 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 two 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. Annual Maintenance Contract.

- i. The party shall quote separately for Annual Maintenance Contract as per per price schedule.
- ii. Annual Maintenance Contract shall comprise of maintenance against breakdown and at least one visit in a quarter for preventive maintenance and inspection. Any material going into repairs in case of breakdown and preventive maintenance shall be part of the AMC and no extra levy can be charged towards CRWC for material. AMC is inclusive of development of interface (API) for integration with WMS/DOS etc. software and necessary calibration during the contract period.
- iii. Breakdown shall be intimated through e-mail or telephone. Date of such intimation shall be taken as date of breakdown. The Party shall be bound to repair/set right the weigh bridge within duration on three days from the date of intimation of breakdown, a penalty of 0.5% of the value of the AMC shall be charged for each day exceeding the stipulated period.

- iv. AMC shall be entered into for duration of one year. AMC charges shall be paid on quarterly basis of annual charged. It should be inclusive of all the charged as no separate/extra payment shall be made by CRWC for visits and repairs. Payment will be made on production of invoice/bill along with satisfactory service certificate issued by the concerned Terminal Manager at the end of each quarter shall be inclusive of all the charges as no separate/extra payment shall be made by CRWC for visits and repairs.
- v. Any other arrangement of the terms of Annual Maintenance Contract can be decided jointly by the tenderers and the CRWC as the case may be to the mutual acceptance and satisfaction of the parties.
- vi. The necessary stamping fee for stamping of Weigh Bridge for the concerned authority for using Weigh Bridge at CRWC premises during AMC period have to be borne by the contractor. No extra payment will be made for this.

46. 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, Central Railside Warehouse Company Limited, Corporate office, New Delhi. 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 New Delhi or such other place as the Arbitrator at his discretion may determine.

47. 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 CRWC, whose decision in the matter shall be final and binding.

SECTION –VI

FORM OF AGREEMENT

The agreement made on this _____ day of 2020 _____
between the Central Railside Warehouse Company Limited, “Ground Floor, Supreme Court Metro
Station Building, New Delhi-110001 (herein after called the ‘CRWC’)
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 representative, executors/administrators and
successors.

**WHEREAS the CRWC being in requirement of 01 no. of ELWBs had invited online tenders for
SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING and ANNUAL
MAINTENANCE FOR A PERIOD OF ONE (01) YEARS FROM THE DATE OF COMPLETION
OF DEFECT LIABILITY PERIOD / GUARANTEE PERIOD OF ONE (01) YEAR OF 100 MT
CAPACITY PITLESS TYPE ELECTRONIC LORRY WEIGHBRIDGES INCLUDING CIVIL &
ELECTRICAL WORKS AT RWC KANDLA ON TURNKEY BASIS**

Vide tender NO:.....dt. And WHEREAS the rate/rates
submitted by the Contractor in his/their/its letter dated _____ has/have been accepted by
the CRWC, vide communication No. _____ dated _____.

It is hereby witness that:

The terms and conditions incorporated in tender No. _____ dated..... form an integral part of
this agreement and will be the sole repository of the terms and conditions governing the supply of 60MT
ELWB to be made by the contractor to the CRWC 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 rate.

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

Signature _____
(Name & Address of supplier)
Seal

Signature _____
For and on behalf of CRWC

Witness (with full Address)

Witness (with full Address)

1.

1.

1.

2.

FORMAT OF PERFORMANCE GUARANTEE/BANK GUARANTEE BOND

In consideration of the Central Railside Warehouse Company Limited, “Ground Floor, Supreme Court Metro Station Building, New Delhi-110001 (hereinafter called “the CRWC” having agreed to accept..... (herein after 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.....

We, (hereinafter referred to “the Bank”) at the (indicate the name of the Bank)

request of.....(contractor(s) do hereby undertake to pay the CRWC an amount not exceeding Rs.....(Rupees.....against any loss or damage caused to or suffered or would be caused to are suffered by the CRWC 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 a demand from the CRWC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the CRWC by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement or by 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 CRWC 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 (indicated 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 CRWC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till CRWC 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. WeFurther agree with the CRWC that the CRWC 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 CRWC 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 CRWC any indulgency by the CRWC 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 of so relieving us.

6. This guarantee will not be discharged due to the change in the 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 CRWC in writing.

8. This guarantee shall be valid upto _____. Unless extended on demand by this office. 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 -VII

Annexure's

Annexure-A

AFFIDAVIT

(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER DOCUMENTS)

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

I _____ (Name and designation) _____ appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the Tender No. _____ of CRWC, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
2. I/ We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the tender documents from CRWC tender portal <https://crwc.euniwizarde.com> and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) The decision of CRWC with regard to such discrepancies shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**

I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.

6. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for minimum one year. Further, I/We _____ [insert name of the tenderer] _____ and all my/our constituents understand that my/our offer shall be summarily rejected.

7. I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD besides any other action provided in the contract.
8. I/We certify that I/We are not black listed or debarred by CPWD/State PWDs/ MES, Railway or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in individual capacity.

**DEPONENT
SEAL AND SIGNATURE OF THE TENDERER**

VERIFICATION

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

DEPONENT

**SEAL AND SIGNATURE
OF THE TENDERER**

Place:-

Dated:-

Details as appropriate are to be filled in suitably by tenderer.

Attestation before Magistrate/ Notary Public.

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of minimum value of Rs.100/- along with their Tender)

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of department, then I/We shall be debarred for bidding in CRWC in future forever. Also, if such a violation comes to the notice of department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of earnest money deposit (scanned copy of this affidavit to be uploaded at the time of submission of bid).

Signature of Tenderer

Stamp

SECTION VIII

Name of work: Supply, Installation, Testing, Commissioning, Stamping and Annual Maintenance Contract of 100 MT Capacity Pit Less Type Electronic Lorry Weigh Bridge Including Civil & Electrical work and Compatibility with DOS & WMS at RWC Kandla on Turnkey Basis.

TECHNICAL SPECIFICATIONS INDEX

Clause No.	Contents
1.0	General
2.0	Code & Standards
3.0	Scope of Supply
4.0	Technical Requirement
5.0	Weighbridge Specification
6.0	Platform Structures
7.0	Electronic Weighing System and Load Cell
8.0	Junction Box
9.0	Interconnecting Cable
10.0	Digital Weight Indicator Personal Computer & Printer
11.0	U.P.S.
12.0	Constant Voltage Stabilizer/Transformer
13.0	Jumbo Display Unit
14.0	Notes
15.0	Civil Work
16.0	Electrical Work
17.0	Shop Tests and Inspection
18.0	Installation
19.0	Painting
20.0	Drawing and Date to be submitted by contractor

SECTION-VIII
Technical Specifications

1.0 General

The structure and platform shall be of robust design and adequate strength to sustain the repetitive static and dynamic loads. Platform size and specifications are as under:

Sl. No	Capacity	Platform size	Weight of platform structure	Required/antiskid MS Deck Plate thickness	No. of load cells (compression/double ended shear beam type)
1.	100 MT	18M x 3M	Not less than 14.5 MT	Not less than 14 mm	8 nos.

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 may be seen for 100 MT ELWB.

3.0 Scope of Supply:

- 3.1** Electronic load cell type, pit less lorry-weighbridge of capacity 100MT and platform of as above sizes respectively with other accessories.
- 3.2** Platform complete with main girders, support sections, horizontal constraining arrangements and grouting parts as required; generally conforming to IS: 2062.
- 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 (make HP/DELL/LENOVO/ACER) should be of Intel i5, 6th generation or above 2.8 GHz or more speed)** equipped 104 keys“alphanumeric Key board” having memory of minimum 100000weighments, 17” LED or above Colour Monitor and Optical Mouse.
- Dot Matrix 80 col. Ticket Printer (**make EPSON/TVS/WIPRO/HCL**) compatible with PC.
- Constant voltage stabilizer.
- U.P.S.
- Jumbo display unit

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%.

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 100MT shall be **(±)10 Kg.**
 2. Load cells shall be **hermetically sealed/double ended shear beam and have IP68 (with inbuilt type) protection class. Test certificate from reputed test house not more than one year old of the make and model of load cell confirming to IP-68 should be provided by tenderer/bidder.**
 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.*
 4. The weighbridge shall be pit less 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 and Personal Computer with alphanumeric key board with minimum memory of 10,0000 weighments, 17” 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.

The weighbridge calibration should stay for a minimum period of one year from the date of installation without the need for any readjustments.

5.0 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

6.0 Platform Structural's:

Material of Construction of Components:

Main beams, Cross beams and Transverse Beams: Mild steel as per IS: 2062 as amended on date of make, of SAIL/TISCO/ESSAR OR equivalent of **reputed manufacturer**.

Deck Plate: Chequered/ anti-skid Mild Steel plate as per IS: 2062 as amended on date of make of SAIL/TISCO/ESSAR OR equivalent of **reputed manufacturer** in **convenient lengths of thickness not less than 14mm for 100 MT**.

Total Weight of Platform structure:

Sl. No	Capacity	Platform Size	Weight of platform structure	No. of load cells
1	100 MT	18 M x 3M	Not less than 14.5 MT	8 nos.

Material Test Certificate: To be provided by tenderer.

7.0 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 to be furnished by the contractor for electronic weighbridge.

General Requirements:

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

Capacity of ELWB	Capacity of Load Cell
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100 MT	08 Nos. 30 MT or More
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4. Insulation resistance - 5000 Mega ohms or more.
5. Proper ingress and lightening protection as per Indian standards.
6. Load cell to be supplied with suitable mount kit with insulation pad and in lockable Sheet Metal Box.

8.0 Junction Box:

- Protection class: IP 66
- 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.

9.0 Interconnecting Cable:

The load cells to be provided with 4-wire system and shielded type cable approximately 20 meters in length to be laid in class “B” GI Pipe.

10.0 Digital weight Indicator, Personal Computer and Printer:

10.1 Digital Weight Indicator:

This should be state of the art high performance microprocessor based Alpha Numeric Weighing system having high internal resolutions, clear and bright Eight 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 less than 0.5 seconds, electrical safety IEC-348. And it should have facilities for connecting the printer directly in case computer fails.

10.2 Personal Computer:

The P.C. of (make HP/DELL/LENOVO/ACER) should be of Intel i5, 6th generation Duo Processor or above (2.8 GHz or more speed) equipped with 104 keys “Alpha Numeric” Key Board having memory of minimum 100000weighments. Operating temperature range is to be -5 degree centigrade to 50 degree centigrade with minimum 17” LED Colour Monitor, Optical Mouse, 1 TB Hard Disk, 8 GB RAM with Window 7 or latest Operating System. Data protection by Lithium battery for 16,000 Hrs. during power off.

10.3 The Printer (80 Col.) with speed compatible with the Micro-Processor.

The equipment shall be provided with electronic recording unit designed to provide printed records of (a) Sl. No. (b) Date (c) code (d) gross weight (e) tare weight (f) net weight and (g) commodity. It shall be freestanding, microprocessor based, dot matrix impact type printer interfaced with indicator system. Operating temperature range should be (-) 5 degree centigrade to 50 degree centigrade of reputed make such as EPSON/TVS/WIPRO/HCL.

- 10.4 Standard Software which will indicate time, date, customer's name, material, particulars truck no., challan no., Tare Wt., Gross wt., Net Wt., etc as per requirement.

11.0 U.P.S.

Online UPS of reputed Microtek make of 500VA supported with 2 nos. of 130 AH or 3 nos. of 90 AH each of Exide/ Standard/ AMCO or equivalent approved make maintenance free batteries for 6 hr. operation in case of power failure.

12.0 Constant Voltage Stabilizer/ Transformer:

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

13.0 Jumbo Display Unit:

An additional display unit 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 license 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"/The legal metrology Act 2009 and amendment Act 2011.

- 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.

15.0 Civil Works

The work shall be executed in accordance with the latest CPWD Specifications

15.1 Foundations and Platform Bed:

The foundations and RCC raft for surface mounted platform shall be designed on the basis of the allowable soil pressure for the respective sites. Any special treatment that may be required for the foundation to cater to the needs of the poor soil conditions shall be carried out by the contractor at his own cost. Suitable guarding arrangement need be incorporated lengthwise of the platform to prevent sliding of vehicles as per relevant IS Code.

15.2 (a) Ramp and Approach Road:

On both sides of the weighbridge, ramps and approach road of suitable length connecting it to the adjoining main roads of the godowns on both sides and with width equal to the width of the weighbridge shall be provided. Suitable speed breakers at distance 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.
- iii) 175 mm thick plain cement concrete of Grade M-20 (1:1 ½: 3).

16. Electrical Works (supply, installation, testing & commissioning):

This shall conform to *latest* CPWD specifications and Indian Electricity Rules.

16.1 Service connection for 230V supply up to the switchboard in the cabin will be provided by CRWC.

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.

16.3 Number of light/fan points will be as under: -

a) Light Points along with LED and accessories	02 Nos.	Supply and installation of 18/20 Watt LED fitting of make Bajaj/Philips/Crompton/Havells inside the cabin.
	01 Nos.	Supply and installation of 35/35 watt LED streetlight fitting of make Bajaj/Philips/Crompton/Havells complete with accessories mounted on G.I. pipe bracket outside the cabin.
b) Fan Point	01 Nos.	Supply and installation of 1200 mm sweep ceiling fan complete of approved make with electronic regulator conforming to relevant ISI specifications(make

		Crompton/GEC/ orient/usha/ havells).
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16.4 (a) 5 Amps Socket outlet: 1 No. On the switch board Socket outlet itself (ISI Mark Standard make).

(b) 15 Amps Socket outlet. 1. Nos. At skirting level (ISI Mark standard make)

(c) Modular switches are to be provided in the cabin.

16.5 **Main Board Providing:** MCB-DB 06 way with 01 No.40 Amp MCB DP Incoming and 06 No.5 amps to 32 amps MCB(outgoing): **1 Set**

16.6 (a) **Pipe Earthing** complete as per latest CPWD Specification **1 Set**

(b) **Copper Plate Earthing copper earth plate 600mmx600mmx3mm thick 1 Set** for electronic equipment as per latest CPWD Specifications.

(c) A suitable lightning arrestor must be provided with an exclusive GI plate 600mmx600mm thick earthing as per latest CPWD Specification for protection of equipment from lightning.

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.

18.0 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 CRWC.

19.0 Painting

(a) Anti-corrosive epoxy primer (type: two pack, cured with polyamide; composition : catalyzed epoxy resin with Zinc Phosphate), [for example Berger Epilux-610 as per M/s Berger paint's Data Sheet no. 040, or Equivalent anti -corrosive epoxy primer of any reputed make]: 2 Coats, each of 30 microns DFT.

- (b) Epoxy Chemical Resisting Enamel, a two pack high performance epoxy top coat having good chemical resistance coupled with decorative appeal , (Type: Two Pack, Cured with Polamide; Composition: Catalyzed epoxy resin suitably pigmented, colour: Post Office Red), [For example Berger Epilux-4 Chemical Resisting Enamel as per M/s Berger Paint's Data Sheet no. 047, or Equivalent epoxy top coat of any reputed make]: 2 coats, each of 30 microns DFT, Total DFT 120 Microns.

20.0 Drawings and Data to be submitted by Contractor

- 20.1 The Contractor shall at his own expense prepare and submit two 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 CRWC two (2) certified copies of the following: -Installation Manuals. Inspection and Maintenance Manuals, Operation Manuals.
- 20.3 (a) The main girder / beams and cross beams will be preferably in single piece without any welded/ joint section.
- (b) Thickness of M.S. Plate for Deck should be not less than 12 mm for 100 MT weighbridges.
- (c) The tenderer will indicate the approximate weight of Steel Structure indicating the Details & sizes of structures to be used for 100 MT weighbridges.

Section IX

SCHEDULE OF QUANTITY

Name of work: Supply, Installation, Testing, Commissioning, Stamping and Annual Maintenance Contract of 100 MT Capacity Pit Less Type Electronic Lorry Weigh Bridge Including Civil & Electrical work and Compatibility with DOS & WMS at RWC Kandla on Turnkey Basis.

Schedule Item No.	Description of Items	Quantity
1	Supply, Installation, Testing, Commissioning, Stamping of 100 MT Capacity Pit Less Type Electronic Lorry Weigh Bridge Including Civil & Electrical work and Compatibility with DOS & WMS as per technical specification provided in the tender documents.	01 Set
2	Comprehensive Annual Maintenance Contract (AMC) of machine for 01 year from the date of end of defect liability period. Note: i. Rate quoted for AMC shall be excluding GST ii. Rate/Amount quoted for AMC will not be considered in the evaluation of financial bid (i.e. L1) iii. Award of AMC at the end of defect liability period is at sole discretion of CRWC Ltd.	01 No.

Note: 1. The rates quoted are inclusive of any tax levy (excluding GST), cess applicable, duties, fees, , transit insurance, transportation charges etc. and the same will be payable by the contractor.

4. Rate/Amount quoted for schedule item no. 2 will not be considered in the evaluation of the Price bid (for L1). CRWC reserves the right whether to award AMC or not at the completion of defect liability period.

Central Railside Warehouse Company Limited

ABSTRACT OF COST

NIT No.- No. CRWC/V-NIT, RWC-Kandla/20-21/ 1025

Date:21.08.2020

Name of Work & Location

Supply, Installation, Testing, Commissioning, Stamping and Annual Maintenance Contract of 100 MT Capacity Pit Less Type Electronic Lorry Weigh Bridge Including Civil & Electrical work and Compatibility with DOS & WMS at RWC Kandla on Turnkey Basis.

Proforma for quoting the rates

Name of the Firm				
S.No.	Name of component	Qty.	Rate (Rs)	Amount (Rs)
1	Schedule Item No.1	1 set	<i>(in figures)</i>	<i>(in figures)</i>
			<i>(in words)</i>	<i>(in words)</i>
2	Schedule Item No.2	1 No.	<i>(in figures)</i>	<i>(in figures)</i>
			<i>(in words)</i>	<i>(in words)</i>
1	<i>The quoted rate shall be exclusive of GST.</i>			
2	<i>The rate(s) must be quoted in decimal coinage. Amount must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.</i>			
3	<i>Rate filled at any other place in the document shall not be considered.</i>			
4	<i>Conditional tender shall be liable to be rejected</i>			

- Note: 1.** The rates quoted are inclusive of any tax levy (**excluding GST**), cess applicable, duties, fees, transit insurance, transportation charges etc. and the same will be payable by the contractor.
- 2.** Rate/Amount quoted for schedule item no. 2 will not be considered in the evaluation of Price bid (for L1). CRWC reserves the right whether to award AMC or not at the completion of defect liability period.