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Azadi Ka  
Amrit Mahotsav



केन्द्रीय भण्डारण निगम  
(भारत सरकार का उपक्रम)

**CENTRAL WAREHOUSING CORPORATION**

(A Govt. of India Undertaking)

जन-जन के लिए भण्डारण/Warehousing for Everyone



**CWC CO-CD0WMS/2/2021-COMM-Part(1)**

**Date: 17.01.2023**

**The Regional Manager,  
Central Warehousing Corporation Regional Office  
Ahmedabad/Bangalore/Bhopal/Chandigarh/Chennai/Delhi/  
Guwahati/Hyderabad/Jaipur/Kolkata/Kochi/Lucknow/Mumbai/Patna**

**Sub: Revised Model Tender Document for Installation of a new 60/100MT Capacity Pit Less Type ELWB on turnkey basis or under buyback mode – reg.**

Sir/Madam,

With the approval of Competent Authority , a Revised Model Tender Document (MTD) for Installation of a new 60/100MT Capacity Pit Less Type ELWB on turnkey basis or under buyback mode is enclosed wherein the modification i.r.o. clauses related Clarity on License Validity, Non availability of Provision on Missing Documents , the Blacklisting Clause, Bid Security Declaration for MSE, Technical Eligibility Criteria ,Pre integrity Contract format and New guidelines for Micro and Small Enterprises (MSEs) etc. has been incorporated.

These amendments are to be made effective for appointment of ELWB Contractors henceforth. The soft copy of the Model tender document is being uploaded on the website for future references.

Encl: As above

Yours Faithfully,

Digitally  
signed by  
Naveen Kumar

**(Naveen Kumar)  
DGM (Comm.)**

**Copy to: -**

1. The PS to Managing Director, CWC, New Delhi – For kind information
2. The GGM (System), CWC, New Delhi- with a request to arrange to upload the MTD on CWC website.

निगमित का0: 4/1, सीरी इंस्टीट्यूशनल एरिया, अगस्त क्रांति मार्ग, हौज़ खास, नई दिल्ली-110016

CO: 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 ☎ 011-47049063, 41051165 ई-मेल: gmcomm@cewacor.nic.in



# CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)



Regional Office \_\_\_\_\_

No. CWC/RO-XXXX/Busi/ELWB-\_\_\_\_/\_\_\_\_

Dated : MM/DD/YYYY

## E-TENDER DOCUMENT

For Supply, Installation, Testing, Commissioning, Stamping and Annual Maintenance for a period of four (04) years from the date of completion of defect liability period/guarantee period of one (01) year of a new 60/100MT capacity pit less type electronic lorry weighbridges on turnkey basis or under buyback mode

at Central Warehouse \_\_\_\_\_

Date for downloading Tender Form	MM/DD/YYYY to MM/DD/YYYY
Last Date for online Submission of tender	Upto HH:MM Hrs. on MM/DD/YYYY
Date of opening (technical bid)	At HH:MM Hrs. on MM/DD/YYYY

Regional Office : [Address \_\_\_\_\_ ]

Phone Nos. : \_\_\_\_\_

Email : \_\_\_\_\_

Website : [www.cewacor.nic.in](http://www.cewacor.nic.in)



## CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)



Regional Office : \_\_\_\_\_  
Address : \_\_\_\_\_  
Phone Nos. : \_\_\_\_\_  
Email : \_\_\_\_\_  
Website : [www.cewacor.nic.in](http://www.cewacor.nic.in)

No. CWC/RO-XXXX/Busi/ELWB-\_\_\_\_/\_\_\_\_

Dated : MM/DD/YYYY

### E-Tender Notice

Central Warehousing Corporation invites online e-tendering under two bids system from professionally competent and financially sound interested parties for Supply, Installation, Testing, Commissioning, Stamping of new Pit less type ELWB (60/100MT Capacity)&its Annual Maintenance for period of 04 years at Central Warehouse, \_\_\_\_\_ as detailed below :

Scope of work	Supply, Installation, Testing, Commissioning, Stamping of new Pit less type ELWB (60/100MT Capacity)&its Annual Maintenance for period of 04 years etc. at Central Warehouse, _____	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on Website : <a href="http://www.tenderwizard.com/cwc">www.tenderwizard.com/cwc</a> <a href="http://www.cwceprocure.com">www.cwceprocure.com</a> , <a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a> , <a href="http://www.tenderhome.com">www.tenderhome.com</a> and <a href="http://www.cppp.gov.in">www.cppp.gov.in</a>	
Tender type	Open	
Schedule of E-Tender	Document downloading date and time	
	Last date and time of online bid submission	
	Date and time of online technical bid opening	
	Date and time of online price bid opening	
	Date and time for pre bid meeting	
Bid validity period	90(Ninety) days further extendable by 30(Thirty) Days, at the sole discretion of the Corporation, from the date of Opening of Technical Bid shall be binding on the tenderers.	
Period of Annual Maintenance Contract	04 (Four) Years	
Cost of tender	Rs.XXXX/- (Rs. In words) plus applicable GST(XX%) to be paid	

	through e-payment gateway to Central Warehousing Corporation, Regional Office, _____ Upto ___ Hrs. of MM/DD/YYYY as per details given below under EMD column. In case of e-payment proof scanned copy of payment containing UTR No. to be uploaded with the technical bid.
Processing fee of tender document	Rs.XXXX/- (Rs. in words) plus applicable GST (XX%) to M/s _____ through e-payment through the portal _____ (before uploading the tender) before XXXX Hrs. of MM/DD/YYYY
EMD/Bid Securing Declaration	Rs.XXXX/- (Rs. In words) to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office, payable at _____ before XXXX Hrs. of MM/DD/YYYY. Proof of e-payment to be uploaded with the technical bid.  In lieu of EMD, Micro & Small Enterprises (MSEs) registered with the prescribed agencies/Startup certified by department for Promotion of Industry and Internal Trade (DPIIT) are required to submit duly digitally signed Bid Security Declaration as per Annexure-XII along with online Bid.

### **ELIGIBILITY CRITERIA**

Bidders are requested to see clause no 1 (iii) of tender document for Eligibility criteria and documents required therein.

### **OTHER DETAILS**

- a** Bidder must upload scanned copies of documents as given in eligibility criteria at clause 1 (iii) of tender document in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.

Micro & Small Enterprises (MSEs) registered at UDYAM Portal, are required to submit digitally signed Bid Securing Declaration as per Annexure XII along with online Bid.

*Micro & Small Enterprises (MSEs) registered at UDYAM Portal not accompanied by proof of being registered with agencies AND Bid Securing Declaration as per Annexure XII shall be liable to be summarily rejected.*

- b** Bidders who wish to participate in the e-tendering will have to procure valid digital certificate of **Authorised Signatory** as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved

certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.

- c** DOWNLOADING OF TENDER DOCUMENT:- The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website [www.tenderwizard.com/cwc](http://www.tenderwizard.com/cwc), [www.cwceprocure.com](http://www.cwceprocure.com), [www.cewacor.nic.in](http://www.cewacor.nic.in), [www.tenderhome.com](http://www.tenderhome.com) and [www.cppp.gov.in](http://www.cppp.gov.in)
- d** SUBMISSION OF TENDER:- Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out-rightly rejected. *Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification his technical bid is liable to be rejected. Tenderers are requested to visit mandatory/other documents required of tender document for detailed instructions.*
- e** Tenderer is required to submit Affidavit on stamp paper duly attested by the notary as per Appendix VIII **along with the tender and documents** required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.
- f** Bidders who wish to participate in online tender have to register with the website through the “new user registration” link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
- g** In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
- h** Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid in Excel format only.
- i** After filling data in pre-defined forms, bidder’s needs to click on final submission link to submit their encrypted bid.
- j** The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer i.e. Technical Bid and Price bid

through e-tender process only.

- k** Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.
- l** No definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation. No claim shall lie against corporation on this count.
- m** The Central Warehousing Corporation reserves the right to accept / reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.
- n** NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and to comply all the conditions mentioned therein.
- o** If the day fixed for opening of tender is subsequently declared a holiday, the tenders will be opened on the next working day following the Holiday but there will be no change in the time for opening indicated above. Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).
- p** The Regional Manager, CWC, RO \_\_\_\_\_ may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenderers.
- q** Any clarification regarding online participation, the bidder can contact:-  
M/s Karnataka State Electronics Development Corporation Ltd., No .29/1, Race Course Road, Bangalore-560 001.

For local assistance, may call following help line numbers at KEONICS  
Shri \_\_\_\_\_ Mobile No. \_\_\_\_\_ Email \_\_\_\_\_

**REGIONAL MANAGAR**

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**I. INVITATION AND INSTRUCTIONS TO TENDERERS FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING OF NEW PIT LESS TYPE ELWB (60/100MT CAPACITY) AND ANNUAL MAINTENANCE FOR A PERIOD OF FOUR (04)YEARS AT CENTRAL WAREHOUSE, \_\_\_\_\_ ON TURNKEY BASIS OR UNDER BUYBACK MODE**

From:

The Regional Manager,

Tel. No \_\_\_\_\_

Central Warehousing Corporation,

Fax No. \_\_\_\_\_

Regional Office,

E-mail: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation) the Regional Manager, CWC, RO,.....invites online tenders, UNDER TWO BID SYSTEM, for Supply, Installation, Testing &Stamping of new Pit less type ELWB (60/100MT Capacity) & its Annual Maintenance for period of 04 years etc; from the date of completion of defect liability period/ guarantee period of one (01) year at CW\_\_\_\_\_



## 1. GENERAL INFORMATION OF TENDER

i. **PLACE OF OPERATION:** The installation of new Pit less type 60/100MT capacity ELWB shall be done at ..... CWC warehouses under RO.....

ii. **BRIEF DESCRIPTION OF WORK:-**Supply, Installation, Testing, Commissioning & Stamping of a new Pit less type 60/100MT ELWB and its Annual Maintenance for a period of four (04) years from the date of completion of defect liability period/ guarantee period of one (01) year on TURNKEY BASIS or UNDER BUYBACK MODE at following Central Warehouses as mentioned below:

Sl. No.	Quantity of ELWB (No.)	Centre	Capacity	Platform size	Remarks
1.	1		... MT	..M x ..M	
2.	1		....MT	..M x ..M	
3.	1		.. MT	..M x ..M	

Necessary Integration of ELWB with WMS (Warehouse Management Solution) & DOS (Depot Online System) provided by service provider of CWC & FCI shall also be done as per the details mentioned at clause no. XXVI, Point no. 21.0

The tenderers must get themselves fully acquainted with the size and location of godowns vis a vis Civil & Electrical Work to be done /infrastructure facilities and functioning of all operations at the site in their own interest before submission of tenders and rates quoted by them for all such operations shall be deemed to have been done after such acquaintance. Once a tender is submitted by a tenderer, he/she shall be deemed to have fully acquainted himself with the nature of work / infrastructure facilities and functioning of all operations at the site and shall not be entitled to any compensation arising out of any discrepancy in the size and location of godowns/Civil & Electrical Work found later on.

In case, the rates are quoted in a manner other than mentioned above, the tenderers are liable to be ignored. The tenderers should not incorporate any condition in the tenders as conditional tenders are likely to be ignored.

iii. **MINIMUM ELIGIBILITY CRITERIA**

a) **Mandatory Documents**:-Tenderer must upload/submit the documents mentioned under minimum eligibility criteria at serial no. 1 to 8 as applicable in accordance to the detailed mentioned below. Non-submission of these mandatory required documents pertaining to minimum eligibility criteria shall make the bid liable to be summarily rejected.

S.No.	Minimum Eligibility Criteria	Mandatory Documents to be uploaded
1.	<p><b>Work Experience and Experience Certificate:</b> Tenderer should have certificate in respect of satisfactory installation of 15 no. Pit-less type ELWB not less than 60 MT in Government Organizations or in PSUs/Private Ltd Company in the last Seven (07) preceding financial years ending on .....2022 which should be supported by their Performance Certificate (Mere submission of work orders/ supply / up-gradation orders will not be considered as proof of satisfactory performance of ELWBs) from clients/customers. <u>The Tenderer should have successfully completed at least one similar nature of nature of works, stated above, of value 35% of the advertised tender value of the work i.e. estimated cost of the tender during preceding five years and the current year upto date of submission of tender.</u></p> <p>Note: The year for the purpose of experience will be taken as financial year [1st April to 31<sup>st</sup>March].(TDS_).</p>	<p>Experience certificate in the proforma prescribed at <b>Appendix III</b> shall be produced from customers under their signature and stamp stating proof of satisfactory completion of contract besides duly certifying nature, period of contract, and value of work handled.</p> <p><b>Remarks:</b> All certificates issued by concerned parties should contain at least above requisite information for considering experience as per terms of tender.</p> <p>In case of certificates issued by the private company/party it should be supported by TDS certificate.</p>
2.	<p><b>Turnover:</b> The tenderer should have achieved the minimum average turnover of minimum Rs...../- (Rupees ..... only) during last three preceding financial years ending on ..... . The average turnover of preceding three financial years should not be less</p>	<p>The bidder is required to upload duly audited balance sheet certified by a practising Chartered Accountant based on latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.</p>

	<p>than 30% of the estimated annual value of contract.</p>	<p>Where the tenderer is not under statutory obligation to get his Accounts audited, he can upload a certificate of practising Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years.</p> <p>The audited balance sheet and profit &amp; loss accounts are must in case of Co- Operative Society &amp; Ltd. /Pvt. Ltd., Companies, Proprietary /Partnership Firms, whose turnover is more than Rs.60lakhs during the year 2010-11 and 2011-12 and more than Rs 100 lakhs during the years 2012-13 onwards are required to produce audited balance sheet and profit &amp; loss account. The proprietary/partnership firms having turnover up to 60 lakhs during the years 2010-11 &amp; 2011-12 and upto Rs. 100 lakhs during years 2012-13 onward may submit the income tax return and statements of accounts duly certified by chartered Accountant(s) given to the income tax department for the three preceding financial years along with the technical bid for verification of turnover.</p>
<p>3.</p>	<p>a) Tenderers should not have been Blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid.</p> <p>b) Tenderer's contract should not have been terminated by CWC/FCI during the last Five years as on the last date of submission of bid.</p> <p>c) The proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company</p>	<p>Undertaking in this regard Under the Digital Signature of authorized signatory as per Appendix-II</p>

	should not have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more. The tenders on acquittal would be eligible	
4.	Tender registered under Micro and Small Enterprises & Start-ups. (if applicable)	<p>Micro &amp; Small Enterprises (MSEs) should be registered atUDYAM portal.</p> <p>Disqualification clause</p> <p>An attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc.is to be provided.</p> <p>Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity, if applicable, of their Registration, if applicable, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated23.3.2012 or any other notification issued thereafter as amended from time to time.</p> <p><b>1.</b> Startups certified by Department for Promotion of industry and Internal Trade (DPIIT) are exempted from payment of EMD.</p> <p>Startups certified by Department for Promotion of industry and Internal Trade (DPIIT) are required to submit Bid Securing Declaration as per Annexure XII should be digitally signed and submitted along with online Bid.</p> <p>Startups certified by Department for Promotion of industry and Internal Trade (DPIIT) not accompanied by proof of being certified with</p>

		Department for Promotion of industry and Internal Trade (DPIIT) AND Bid Securing Declaration as per Annexure XII shall be liable to be summarily rejected.
5.	EMD	The fees to be paid through e-payment gateway and proof to be uploaded OR certificate of registration for tenderers registered under MSEs.
6.	Cost of the Tender	The Cost of tender/fees to be paid through e-payment gateway and proof to be uploaded OR certificate of registration for tenderers registered under MSEs.
7.	ELWB Certificate from Director of Metrology, Govt. of India	Model Approval up to 60/100 MTC ELWB certificate from Director of Metrology
8.	Annual production capacity of 15 nos. 60/100 MTC ELWB from NSSIC / SSIC /DIC. <b><u>(The provision may be done away with as redundant especially with the incorporation of provisions concerning M&amp;SE.)</u></b>	Certificate from NSSIC / SSIC /DIC shall be produced under their Signature and stamp stating proof of Annual production of ELWB

The documents mentioned at above serial numbers are required under minimum eligibility criteria and are compulsory to participate in the tender process, failing which the bid shall be summarily rejected and no further missing documents shall be called for Minimum Eligibility criteria.

**b) All Other Required Documents:-** Tenderer must upload/submit the documents in accordance to the detailed mentioned below at serial no. 1 to 10 along with the tender document.

S.No.	Documents to be uploaded
1.	Latest valid license to manufacture, repair or sell of Weight or measure as per section 23 of Legal Metrology Act, 2009 should be uploaded at the time of applying the tender
3.	Complete schedule to be attached duly digitally signed by tenderer
4.	The bidder is required to upload the Outline dimensional and cross sectional drawings.
5	Power of Attorney

	Note: The bid should be uploaded by the authorized signatory as defined in Appendix-V under his own digital signature.
6	Copy of Valid PAN CARD and Goods & Service Tax (GST) Registration Certificate
7	Financial Bid-Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Price Bid in Excel format only.
8	Pre-Contract Integrity Pact- as per Appendix-X, Under the digital signature of Authorized Signatory on each page of annexure.
9	Digitally signed Tender Document: Every page of the tender document should be duly digitally signed and uploaded by the tenderer.
10	Signed Price Bid with name of work: Duly Digitally filled & signed Price Bid by tenderer.

**Note: Other documents should also be uploaded by the tenderer. However, if the tenderer has not uploaded any of the other documents as per NIT/pre-qualifying Proforma/ comparative statement, lowest tenderer should submit the same. If the lowest tenderer fails to do so then no Agreement in between CWC and contractor will be executed and it will lead to rejection of bid and forfeiture of EMD& Performance Guarantee.**

**Validity period of License:- Bidder should have a valid license at the time of Award of Work and shall continue till the completion of whole project.**

**iv. DISQUALIFICATION CONDITIONS**

- a) Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission will be ineligible during the period of such blacklisting.
- b) Tenderers contract should not have been terminated by CWC/FCI during the last Five years as on last date of submission of bid.
- c) If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years rigorous imprisonment or more, such tenderer will be ineligible. However, if on acquittal by the appellate court the tenderer will be eligible.

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

**v. OTHER DETAILS:-**

**1) Terms for Micro & Small Enterprises (MSEs)**

- (i) Tender document cost will not be charged from Micro & Small enterprises (MSEs).
- (ii) MSEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their proof of being registered at UDYAM Portal.
- (iii) The MSEs must also indicate the terminal validity date of their registration, If applicable, which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose a attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- (iv) In case the MSE does not fulfil the criteria at Sr. No (ii) and (iii) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.
- (v) "As per Public procurement policy on MSE, Considering that this is a non-divisible tender , MSEs quoting price within the band of L-1 + 15% will be **awarded for full/complete work of tender** by bringing down their price to L-1 price in a situation where L-1 Price is from someone other than an MSE. In case L-1 is not MSE and there is more than one MSE within the range of L1+15% , only the lowest MSE shall be considered , Subject to matching the L-1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15% shall be considered. . This process shall be continued till a MSE in the L1+15% range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L-1 price or there is no MSE available in L-1+15% range , then the order shall be placed without applying this principle  
*In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs"*

- 2) Bidder must upload scanned copies of above referred documents in support of**

their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.

- 3) The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer i.e. Technical Bid and Price bid through e-tender process only.
- 4) NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and comply all the conditions mentioned therein.
- 5) The bid should be uploaded by the authorised signatory as defined in Appendix-V under his own digital signature. In failure to do so the bid will be treated as ineligible.

**vi. EARNEST MONEY DEPOSIT (EMD)**

The tenderer are required to deposit Earnest Money of Rs...../-(Rupees ..... **ONLY**) by demand draft issued by any nationalized or scheduled bank drawn in favour of Central Warehousing Corporation payable at ..... or through online payment in CWC Account. Earnest Money deposit in any other form will not be accepted.

**Tenders not accompanied by demand draft or online payment towards Earnest Money will be summarily rejected. However, firms registered with NSIC/DIC/SSIC/MSME for the relevant category & monetary value are exempted from payment of requisite EMD on production of valid proof.**

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 Corporation) or after submitting his tender resiles from/or modifies his offer and / or the terms and conditions thereof in any manner, it is being understood by him (tenderer) that the tender 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



Corporation 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. 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 ..... favouring Central Warehousing Corporation drawn on any Nationalised Bank/ Scheduled Bank or Bank Guarantee of equivalent amount in the format enclosed (Appendix-IX). The validity of Bank Guarantee shall be for a period of five (05) years from the date of issue. No interest will be paid on the Earnest Money to the contractor by Corporation.

The Corporation 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 Balance **Security Deposit amount to 5% of the contract value in addition to 5%** performance guarantee for each centre. No interest will be paid on the Security Deposit to the contractor by the Corporation. The maximum value of SD shall be **10%** of the tendered amount for each centre, which includes 5% Performance Guarantee as the Performance Guarantee will be deposited by the tenderers after issue of Letter of Acceptance of the tender but before issue of work order.

MSEs registered at UDYAM Portal are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration at UDYAM portal should be valid reason last date of submission of tender and they should also mention the terminal validity of their Registration, if applicable, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter.

Micro & Small Enterprises (MSEs) registered at UDYAM Portal are required to submit Bid Securing Declaration as per Annexure XII should be digitally signed and submitted along with online Bid. Micro & Small Enterprises (MSEs) registered with the UDYAM Portal not accompanied by proof of being registered with UDYAM Portal AND Bid Securing Declaration as per Annexure XII shall be liable to be summarily rejected.

Startups certified by Department for Promotion of industry and Internal Trade (DPIIT) are exempted from payment of EMD and should enclose the proof of their

being certified with Department for Promotion of industry and Internal Trade (DPIIT).

Start-ups are required to submit Bid Securing Declaration as per Annexure XII. Annexure-XIV should be digitally signed and to be submitted along with online Bid. Start-ups certified by Department for Promotion of industry and Internal Trade (DPIIT) not accompanied by proof of being certified with Department for Promotion of industry and Internal Trade (DPIIT) AND Bid Securing Declaration as per Annexure XII shall be liable to be summarily rejected.

The earnest money deposit shall be returned to all unsuccessful tenders, as soon as practicable after decision on tenders and to a successful tenderer, after he has furnished the security deposit; if the successful tenderer does not desire the same to be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money, under any circumstance.

If the successful bidder fails to furnish the prescribed performance guarantee/security deposit within the prescribed period, the EMD shall be forfeited. In case of forfeiture of Earnest Money Deposit, the bidder shall be debarred from participating in any of the tender's/procurement process of CWC for a period of two year.

Any false/ wrong information/ credentials submitted may lead to the tenderers being blacklisted in CWC and debarred for participating in tender for next five years besides forfeiture of the Earnest Money Deposited

**vii. SECURITY DEPOSIT (SD)**

- a) Successful tenderer shall furnish, within a week of the acceptance of his tender, a security deposit of Rs. XXXX (Rupees XXXX only). The successful tenderer, however, shall be given the option to pay 100 per cent of the security deposit within the above mentioned period ~~and the remaining by deduction at the rate of 5 (five) percent from each admitted bill~~, for work done under the contract.
- b) The Security Deposit amount shall be deposited in favour of the Regional Manager, CWC, .....in the form of Demand Draft/NEFT/RTGS issued by scheduled banks only.
- c) The Security deposit furnished by the tenderer would be subject to the terms and conditions given in the Appendix to this tender and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation

thereof, whatsoever.

- d) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit shall be required to be furnished.
- e) The contractor shall furnish within a week of the acceptance of their tender, security deposit as prescribed in the invitation to tender. In the event of tenderers failure after the acceptance of his tender to furnish requisite security deposit by the due date and not taking over the work, the EMD shall liable to be forfeited. Besides the Corporation may suspend/ban the enquiries with CWC based on merit of each case for next 5 (Five) years without prejudice to any other rights and remedies of the Corporation under the contract and law. The decision of the **Regional Manager/Tender Awarding Authority, CWC, RO/CO (Address of the RO/CO)** in this matter shall be final and binding to the tenderer. The contractor have to deposit 100 per cent of the prescribed security at the time of acceptance of the contract.
- f) The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the time it is held by the Corporation.
- g) The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract and on submission of a No Demand Certificate, subject to such deduction from, the security as may be necessary for making up of the Corporation's claims against the contractor.
- h) In the event of termination of the contract envisaged in Clause-VII, the **Regional Manager/Tender Awarding Authority, CWC, RO/CO (Address of the RO/CO)** shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.
- i) The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
- j) In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due

to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining due balances.

- k) Whenever the security deposited falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

**viii. PERFORMANCE BANK GUARANTEE (PBG)**

The successful tenderer shall submit Performance Bank Guarantee within 15 days of the issue of Letter of Intent. This period can further be extended by the Corporation up to a maximum period of Fifteen (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 CWC 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 the date of issue of LOI/LOA, the contract is liable to be terminated. In case the contract is terminated, CWC shall be entitled to forfeit EMD and other dues payable against that contract. In case the tenderer has not submitted EMD being exempted to do so, then the concerned authority (ies) shall be informed and the failed contractor shall be debarred participating in re-tender of that work.***

**ix. SELECTION OF LOWEST BIDDER**

**a) WITH BUYBACK MODE:**

“L-1 would be decided separately for each warehouse location, based on total quoted per unit price as in price-bid minus quoted lump-sum buyback price in price-bid for the corresponding warehouse based on the details of the no. of the material for buyback declared by the Regional Manager

**b) WITHOUT BUYBACK MODE:**

“L-1 would be decided separately for each warehouse location, based on total quoted per unit price as in price-bid”.

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

## **II. SUBMISSION OF TENDER**

Tenderer shall submit their offer in electronic format on the [www.cwceprocure.com](http://www.cwceprocure.com) or [www.tenderwizard.com/cwcwebsite](http://www.tenderwizard.com/cwcwebsite) on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.

The instructions to be followed for submitting the tender are set out below:

(1) **Information about tenderers:**

The tenderers must furnish full, precise and accurate details in respect of information asked for in Appendix I & II attached to the form of tender. Same should be scanned and uploaded.

(2) **Uploading/Signing of tenders:**

Person or persons uploading/signing the bid shall be Authorised to do so as per **Appendix-V**. The bid should be uploaded by the authorised signatory as defined in Appendix-V under his own digital signature.

**Tenderer is required to sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.**

**Pre-bid meeting:**

A pre bid meeting shall be conducted before submission of tender documents for clarifying issues and clearing doubts, if any, the date, time & place of pre-bid shall be indicated in the bidding document. This date shall be sufficiently ahead of bid opening date. The record of such meeting shall be exhibited on the website.

**a. Preliminary scrutiny of bids:**

The Corporation will scrutinize the bids received to see whether they meet the basic requirements as incorporated in the bid document. The bids which do not meet the basic requirements shall be treated as unresponsive and ignored. The following are grounds due to which a bid may be declared as unresponsive and will be ignored during the initial scrutiny:

- a) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed);

- b) The bid is not legible;
- c) Required Bid Security Declaration as per Annexure-XII or cost of tender has not been received;
- d) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- e) The bidder has not quoted for all the items, as specified in Financial Bid
- f) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.

In case the tenderer does not submit turnover for any of the specified financial year(s) then the turnover for that year shall be taken as “NIL” for the purpose of evaluation of tenderer.

**Only the bids which are not unresponsive shall be taken up for further evaluation.**

**b. Further evaluation of Stage-I Technical Bid:**

- a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- b) The Corporation, if necessary may ask the tenderer for any specific information/ clarification relating to qualifying document/condition or can seek missing document(s). The required clarification and missing documents will be asked from only those bidders who have fulfilled the minimum eligibility criteria and it must be uploaded within specified time subject to maximum of 15 days on the same portal as per the procedure prescribed below i.e. in clause II (c).

The missing documents to be submitted should not be of a date later than the date of submission of original bid, however Net Worth Certificate as per Appendix –IV, Affidavit of Proprietary Firm as per Appendix –VI, Compliance of bid requirement as per Appendix-VII, Affidavit on stamp paper duly attested by the notary regarding certification of genuineness & authenticity of documents as per

Appendix-VIII and Pre-contract Integrity Pact as per Appendix-X submitted as missing documents can be of a date after the date of submission of original bid. The missing documents sought are allowed to be submitted only by uploading on the tender website through which same has been asked.

- c) Corporation well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- d) The tenderer has the option to respond or not to respond to these queries.
- e) The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.
- f) If the tenderer fails to respond, within the stipulated time period or the clarification(s)/and missing document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- g) All the responses to the clarifications and missing document(s) will be part of the Proposal of the respective tenderer and if the clarifications and missing document(s) are in variance with the earlier information in the proposal, the information provided in later stages will also be the part of the evaluation process for technical qualification.
- h) Corporation in no way confers or gives the right to the bidders participating in the tender inquiry as per this clause that the bidder has met with the minimum technical qualification or shall not consider itself as technically qualified as per the tender conditions.

**c. Procedure to be followed for obtaining missing documents and specific clarification:**

- I. An Icon for clarification shall appear on “Bid details” page (in front of each of the bidder’s name) at Corporation’s end after opening of Technical/Financial Bid.
- II. Corporation shall click on clarification icon for the desired bidder and enter the details of clarifications / missing documents sought within the prescribed time.
- III. After entering the details of clarification/missing document sought by the Corporation, same icon shall appear at Bidder’s end for replying to the particular

clarification/missing document sought by the Corporation. The system will also send the alert to the bidder at his registered email address about the clarification/missing document sought by the Corporation.

- IV. Bidder will click on the clarification icon and will reply to the same and upload the required document (optional) in support of clarification sought and also and submit missing document, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.
- V. Once the prescribed time expires, the clarification icon from the bidder site shall also disappear automatically.
- VI. After expiry of prescribed time, Corporation shall download the clarification / missing document submitted by the bidder.
- VII. Bidder to refer clarification and missing document(s) manual available on e-portal [www.cwceprocure.com](http://www.cwceprocure.com) or [www.tenderwizard.com/cwc](http://www.tenderwizard.com/cwc) or seek assistance from the Helpdesk.

### **III. OPENING OF TENDER**

The online tenders [technical bid] shall be opened on the date and time specified. If the date for opening of tenders happens to be a holiday, the tenders will be opened on the next working day following the holiday.

### **IV. CORRUPT PRACTICES**

Any bribe, commission, or advantage offered or promised by or on behalf, of the tenderer to any officer or servant of the Corporation shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing on the part or on behalf, of the tenderer shall also make his tender liable to rejection.

### **V. EXECUTION OF AGREEMENT**

The successful tenderer shall enter into an agreement with the Corporation in the format as appended at Annexure XI. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value.

- i. The execution of agreement shall be preceded by furnishing of Security deposit as detailed above. *The agreement shall be executed within one week of the acceptance of the tender, failing which the Contract is liable to be terminated.*



- ii. The Regional Manager may at his discretion, however, on a specific request by the successful tenderer, give additional time to the tenderer to furnish the Security Deposit and execute the Agreement, which in any case shall not exceed more than 15 days in all, including the original one week period.

**Yours faithfully,**

**DATE:**

( \_\_\_\_\_ )  
**FOR AND ON BEHALF OF THE  
REGIONAL MANAGER,  
CWC, REGIONAL OFFICE, \_\_\_\_\_**

Model Tender

# **PART-I**

## **TECHNICAL BID**

### **GENERAL TERMS AND CONDITIONS GOVERNING CONTRACT FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING OF NEW PIT LESS TYPE ELWB (60/100MT CAPACITY) AND ANNUAL MAINTENANCE FOR A PERIOD OF FOUR (04) AT CENTRAL WAREHOUSE**

#### **I. Definitions:**

- i. The term 'Contract' shall mean and include the notice inviting tender, the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexures and schedules, acceptance of tender and such general and special conditions as may be added to it;
- ii. The term 'Contractor' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case maybe;
- iii. "Corporation" means the Central Warehousing Corporation, established under the Warehousing Act, 1962 (Act 58 of 1962) and includes any of its officers duly authorized in writing by the Managing Director subject to any conditions as may be prescribed in such authorization.
- iv. "Managing Director" means the Managing Director of the Corporation.
- v. "Regional Manager" means the Regional Manager of the..... Region of the Corporation
- vi. "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.
- vii. "Inspecting Officer" means officer(s) of Central Warehousing Corporation authorized for the purpose of inspection of the stores, equipments and work under the contract.
- viii. "Sub-Contractor" means any person, firm or company or Corporation having a contract for the execution of a part or parts of the work included in the Contract and a person, firm, company or Corporation furnishing the machinery or equipment called for in the contract and worked to a special design according to the specifications and also a person, firm, company or Corporation erecting the machinery or equipment under the contract.
- ix. "Other Contractor" or "Other" means any person or firm or company or

Corporation Employed by or having a contract directly or indirectly with the Corporation otherwise than through the contractor.

- x. "Contract" means the documents forming the tender and acceptance thereof and includes the invitation to tender, instructions to tenderers, subject to such modification, if any, formal agreement executed between the Corporation and the Contractor, general conditions of contract, special conditions for supply, installation & commissioning including civil & electrical works together with Documents referred to therein Technical Bid, Price Bid, technical specifications, schedules and drawings.
- xi. "Tender" means the offer made by individual Firm/Firms of Company/Companies for the execution of the works.
- xii. "Tenderer" means the Firm/Firms or Company/Companies submitting a tender.
- xiii. "Acceptance of Tender" means the letter or memorandum from the Corporation communicating to the tenderer the acceptance of his tender.
- xiv. "Contract Price" means the total and all inclusive sum named in the acceptance of tender subject to such additions thereto or reductions there from as may be made under the provisions hereinafter contained.
- xv. "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 or UNDER BUYBACK MODE. specified or set forth and required in and by the specifications, drawings and other documents which form part of this contract or to be here after specified or required in such further explanatory instructions, drawings, etc. as shall from time to time during the progress of the work, be given by the Corporation.
- xvi. "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.
- xvii. "Material" means the goods specified in the schedule which the contractor has agreed to supply/upgrade under the contract.
- xviii. "Drawing" means the drawings referred to in the tender documents including any modifications of such drawings, duly scrutinized and approved by any Govt. Engineering College and approved in writing by the Corporation and such other drawings as are made from time to time and furnished by the Contractor to the Corporation.
- xix. "Site" means the actual place or places at which the equipment/machinery is to be delivered or where the installation/construction work is to be done by the contractor together with so much of the area surrounding the said place or places as the Contractor shall, with the consent of the Corporation, actually use in connection with the works otherwise than merely for the purpose of access to the said place or places.
- xx. "Approved" means approved in writing including subsequent written

confirmation of previous verbal approval and “approval” means approval in writing including as aforesaid.”

- xxi. “Nationalized/Scheduled Bank” means a bank included in the second schedule to the Reserve Bank of India Act, 1934 or modifications thereof.
- xxii. “Months” means calendar month.
- xxiii. “Unit” means metric unit.
- xxiv. “Test” means such tests as are prescribed by the IS Codes & specifications or by the Corporation.

## **II. Parties to the Contract:**

- (a) The Parties to the contract are the Contractor and the Central Warehousing Corporation represented by the Regional Manager and/ or any other person authorized and acting on his behalf.
- (b) The person signing, the tender or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, on enquiry, it is found that the person concerned has no such authority, the Central Warehousing Corporation represented through the Regional Manager, may, without prejudice to other civil and criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.
- (c) Notice or any other action to be taken on behalf of the Central Warehousing Corporation may be given / taken by the Regional Manager or any other officer so authorized and acting on his behalf.

## **III. Constitution of Contractor/s:**

- (a) Contractor shall at the time of submission of tender declare whether they are Sole Proprietary concern or registered partnership firm or private limited company or a public limited company, Cooperative Society incorporated in India or a Hindu undivided firm or MSEs. The composition of the partnership, names of Directors of Companies and name of the Karta of Hindu undivided family as the case may be, shall also be indicated. Similarly, in case of Cooperative Society, the name of Secretary, by-laws and areas of operation should be indicated. The Contractor shall also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The person/s so nominated shall be deemed to have Power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractor.
- (b) The Contractor shall not, during the currency of the contract, make without the prior approval of the Corporation, any change in the constitution of the firm. The contractor shall notify to the Corporation the death/resignation of any of their

partner/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

#### **IV. Subletting:**

The contractor shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Corporation. In the event of the contractor contravening this condition, the Corporation shall be entitled to place the contract elsewhere on the contractor's account and at their risk and the contractor shall be liable for any loss or damage, which the Corporation may sustain in consequence or arising out of such replacing of the contract.

In case of individual / sole proprietorship firm, the contract comes to an end with the death of the contractor / individual or the proprietor of the sole proprietorship firm and **contract shall not be awarded to his legal heirs**. Any person claiming to be as legal heirs of deceased contractor /individual or the Sole proprietorship firm seeking /desirous of their movable assets / cash/pending amount, is required to get succession certificate from the court of Competent Jurisdiction.

#### **V. Relationship with Third Parties:**

All transactions between the contractor and third parties shall be carried out as between two principals without reference in any event to the Corporation. The contractors shall also undertake to make the third parties fully aware of the position aforesaid.

#### **VI. Bribes, Commission, Corrupt Gifts etc. :**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or any one or more of their partners/ Directors/Agents or servant or any one else on their behalf to any officer, servant, representative or agent of the Corporation or any person on his or their behalf for showing or for bearing favour or disfavour to any person in relation to the contract, shall subject the contractor to the cancellation of this contract or any other contract with Corporation and also to payment of any loss or damage resulting from such cancellation.

#### **VII. Summary Termination:**

- i) The Regional Manager/Tender Awarding Authority shall have, *without prejudice to other rights and remedies*, the right, in the event of breach by the contractors of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract, at the risk and cost of the contractors and /or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or unwork-man like performance of any of the services under the contract and to claim from the contractors any resultant loss sustained or cost incurred. The non performing/defaulting contractor may also be suspended/banned for trade relations/blacklisting for a next5 (Five) years based on the gravity of non-

performance / default of the contractor by the **Regional Manager/Tender Awarding Authority, CWC, RO/CO (Address of the RO/CO)** whose decision in the matter shall be final and binding.

- ii) In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors in such eventuality the security deposit shall be stand forfeited.

**VIII. Forfeiture of Earnest Money Deposit:**

The earnest money deposited by the tenderer in terms of clause 1 (vi) of the Invitation to Tender may be forfeited at the option of the Corporation in case the tenderer should resile from or modify or withdraw his tender before the expiry of 90 days and further extended period under clause (p) of the e-Tender Notice from the date of opening of the tender or fail to deposit the **Earnest Money Deposit** (EMD) prescribed in clause 1 (vi) 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 Warehousing Corporation.

**IX. Security Deposit:**

Security Deposit will be equivalent to 10% of the offered value of each ELWB for each center (in addition to collateral security mentioned in Clause 1 (vi). Successful tenderer has to furnish the security deposit in the following ways:

**1. Successful tenderer has to deposit:**

- a. The amount equivalent to 5% of the contract value of each ELWB, as Performance Guarantee within 15 days from the issue of Letter of Intent (LoI), (read with the Clause- 1 vii).
- b. The amount equivalent to balance 5% of the offered value of each ELWB shall be deducted by the Corporation from the first bill of the supplier/contractor on account of Security Deposit.
- c. All compensation, damages and/or other sums of money payable by the Contractor under the terms of this contract may be deducted from his security deposit or from any sums which may be or may become due to the contractor by the Corporation or any Govt. of India Department or Undertaking on any account whatsoever. In the event of the security

deposit being reduced by reason of any such deduction as aforesaid the contractor shall within ten days from the date of such deductions make good the amount in cash.

- d. Before release of Security deposit deposited under above clause a&b, tenderer has to deposit Security Deposit equivalent to 10% of the total AMC charges through crossed DD/Banker's cheque payable at ..... favouring Central Warehousing Corporation drawn on any Nationalised Bank/ Scheduled Bank or Bank Guarantee of equivalent amount in the format enclosed (Appendix-IX). The validity of Bank Guarantee shall be for a period of five (05) year from the date of issue.

## **2. 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 excluding AMC charges has been paid and a 'No Demand Certificate' is furnished after successful completion of guarantee period. 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 ..... favouring Central Warehousing Corporation drawn on any Nationalised Bank/ Scheduled Bank or Bank Guarantee of equivalent amount in the format enclosed (Appendix-IX). The validity of Bank Guarantee shall be for a period of five (05) year from the date of issue.

## **3. Forfeiture of Security Deposit:**

The said security deposit shall be liable to forfeiture at the option of the Corporation, if the contractor fails to carry out the work or perform or observe any of the conditions of the contract including the obligations under the guarantee as at Clause No XVI (2). The Corporation will also be at liberty to deduct from the security deposit or any sum payable to the contractor under this or any other contract with the contractor such sums as may become due to the Corporation.

## **X. Performance Guarantee:**

1. 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 under e-Tender Notice clause (p).

**2. Refund of Performance Guarantee:**

Subject to the other terms and conditions of this contract, the amount of performance guarantee 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 that time), if any, and after the final bill excluding AMC charges has been paid and a 'No Demand Certificate' is furnished after completion of guarantee period. 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 ..... favouring Central Warehousing Corporation drawn on any Nationalised Bank/ Scheduled Bank or Bank Guarantee of equivalent amount in the format enclosed (Section-IX). The validity of Bank Guarantee shall be for a period of five (05) year from the date of issue.

**3. Forfeiture of Performance Guarantee:**

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

**XI. Work to be to the satisfaction of the Corporation:**

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

**XII. Taking over of site:**

- a) The usual admissible time limit for taking over the installation site is 60 days from the 10th day of issue of award letter / supply order, which shall be clearly stated in the award letter. If the contractor fails to take the site within the due date, the RM may give a notice calling explanation of the



contractor and if the explanation is found convincing, RM may at his own discretion may extend the deadline, subject to a maximum of 120 days from the 10th day of issue of award letter / supply order.

- b)** In case the contractor fails to take over the installation sites within the maximum admissible time of 120 days from the 10th day of issue of award letter /supply order, it shall be deemed that the contractor is not interested to execute the work assigned to him and RM can award the contract at the same terms and conditions to any other contractor, at the risk and cost of original contractor after *cancellation* of the award letter / supply order for that particular installation site ***and following laid down purchase procedure***. If the reasons for not taking over the site within a maximum period of 120 days is legitimate and convincing, RM may refund the pro-rata amount of Security Deposit for the weighbridges in question and if the reason is not legitimate, RM may forfeit the pro-rata Security Deposit and terminate the contract for that particular warehouse, which was not taken over. In any case, the decision of RM is final and binding.

**XIII. The Compensation/Liquidated Damages for delay:**

The time and date stipulated in the contract for the completion of the work or any part or stage thereof shall be strictly observed by the Contractor and also will be deemed to be the essence of the contract. The work shall throughout the stipulated period of the contract be carried out with all diligence. If the contractor fails to complete the work or any part thereof within the stipulated time, the contractor shall pay to the Corporation on demand, without prejudice to other rights and remedies, the Corporation may have against the contractor, a sum equivalent to 1% of contract value for every week's delay as compensation (and not as a penalty) for every week or part thereof provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not exceed 5% of the contract value of work for initial 3 months period (90 days) and if further delay, the same shall not exceed 10% of the contract value of work for 6 months period(180 days). If there is further delay after completion of 6 months, Corporation may terminate the contract as per the Cancellation of Contract in full or part given under Clause no. VII i.e. GENERAL TERMS &CONDITIONS OF CONTRACT.

**XIV. Setoff:**

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

**XV. Book Examination:**

The contractor shall, whenever required, produce or cause to be produced, for examination by the Regional Manager or any other officer authorized by him in this behalf, any cost or other accounts, book of accounts, vouchers, receipts, letters, memorandum or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner, as may be required relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract. The decision of Regional Manager/Tender Awarding Authority on the question of relevancy of any documents information or return shall be final and binding on the contractor. The contractor shall produce the required documents information and returns at such time and place as may be directed by Regional Manager/Tender Awarding Authority.

**XVI. Payment:**

1. 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 XVI (V) 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:

**I. For Equipment:**

- a) 25 (twenty-five) % of the total cost (inclusive of equipment cost, civil & electrical work & AMC, inclusive of 100% of all the taxes, duties, packing, forwarding, transportation including loading / unloading and Insurance etc.) after deducting Security Deposit @5% of the contract value shall be paid on receiving of the equipment at site and on production of following documents mentioned from (i) to (viii).

- (i) Evidence of Receipted challan (original copy of challan) duly stamped and signed by the concerned Warehouse Manager towards receipt of ELWB at site.
  - (ii) Signed bill/ invoice in triplicate.
  - (iii) GST Percentage with HSN.
  - (iv) Packing list.
  - (v) CWC's officers' inspection report.
  - (vi) Manufacturer's test certificate(s) for load cells as well as equipment.
  - (vii) Comprehensive insurance policy (original copy) covering storage and erection of equipment till its commissioning
  - (viii) Completion Certificate issued by our Engineer for foundation work up to installation level of ELWB stating that work has been completed as per specifications.
- b) 10 (ten) % of the total cost (inclusive of equipment cost, civil & electrical work & AMC, inclusive of 100% of all the taxes, duties, packing, forwarding, transportation including loading / unloading and Insurance etc.) shall be paid on completion of Civil and Electrical work. Payment will be released only after issue of final completion certificate for the works as per specifications by our Engineer and satisfactory functioning of ELWB with taking over certificate by Warehouse Manager.
- c) 25 (twenty five) % of the total cost (inclusive of equipment cost, civil & electrical work & AMC, inclusive of 100% of all the taxes, duties, packing, forwarding, transportation including loading / unloading and Insurance etc.) shall be paid on installation & commissioning, stamping and integration with WMS of the weighbridges and issue of taking over and satisfactory functioning of ELWB certificate by Warehouse Manager.
- d) Remaining 40 (forty) % of the total cost (inclusive of equipment cost, civil & electrical work & AMC, inclusive of 100% of all the taxes, duties, packing, forwarding, transportation including loading / unloading and Insurance etc.) shall be paid as part of AMC for next 4 years i.e. after completion of one year guarantee period, @ 10% every year.

## II. **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 Corporation for visits and repairs. Payment will be made on production

of invoice/bill along with satisfactory service certificate issued by the concerned Warehouse Manager at the end of each quarter shall be inclusive of all the charges as no separate/extra payment shall be made by Corporation for visits and repairs.

- III. **No interest shall be paid for any money or balance due with the Corporation owing to a dispute or with respect to any delay on the part of the Corporation in making interim or final payment or otherwise.**
- IV. TDS and Surcharge etc. as applicable will be recovered from all the bills of the contractor and TDS certificate will be issued by the Corporation. Service tax, if applicable will be reimbursed on production of proof of payment made to the appropriate authority by the party. Excise duty and all taxes, if applicable will be paid to the party on production of proof of the payment (photocopy) made to the appropriate authority and as applicable on the date of billing of the equipment.
- V. In compliance to CVC instructions, CWC is introducing e-payment system for 3rd party payment. Following information/particulars should be intimated duly attested by bankers to make e-payment:
- a) **Permanent Account Number (PAN).**
  - b) **Bank Account Number of the party.**
  - c) **Name & Address of Bank and Branch.**
  - d) **I.F.S.C. Code Number of Branch.**

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

## **2. 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 Corporation.

i. **Measurements:**

Before taking measurements of any work either during the progress of work or on the completion of works, the Corporation 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 Corporation, the measurement recorded shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

ii. **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 1 & 3 of IX immediately on demand.

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

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

**i. Power to make alterations:**

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

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

**ii. Rates:**

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

- a) 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.
- b) 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.
- c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause a&b above, then the

contractor shall, within 10 days of the date of receipt of order to carry out the work, inform the Corporation of the rate which it is his intention to charge for such work supported by analysis of the rate or rates claimed on the basis of the prevailing market rates. However, the Corporation by notice in writing will be at liberty to cancel its order to execute such work and arrange to carry out in such manner, as it may deem advisable. But under no circumstances shall the contractor suspend the work once ordered in writing on the plea of non-settlement of rates of items falling under this clause.

- d)** Payment will be made by the Regional Manager/Tender Awarding Authority on submission of bills, in triplicate duly supported by consignee receipts/or work certificate issued by the Warehouse Manager or an officer acting on his behalf, as the case maybe.
- e)** The contractor should submit all their bills not later than two months from the date of expiry of the contract so that the refund of the security deposit may be speeded up. In order to facilitate fast disposal of bills the contractors are advised to submit their bills fortnightly.
- f)** The payment shall be made by the Corporation after realization of the amount from the concerned depositor. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- g)** The payment shall be made through e-payment system for which the following details shall be provided by the contractors immediately after commencement of the contract.

(i)	Bank Account Number
(ii)	Nature of Account [SB or Current]
(iii)	Name of Bank & Branch
(iv)	MICR Code No.
(v)	RTGs code & Bank IFSC code

- h)** Prices quoted are inclusive of all applicable taxes except GST. GST shall be paid extra at applicable rates subject to submission of tax invoice as per rules under GST Law. CWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source. Under GST regime, the contractor is required to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Noncompliance would result in mismatching of claims and denial of input tax credit to CWC. Notwithstanding anything contained in agreement/contract, in case of such default by the contractor the amount of input tax credit denied in GST alongwith interest and penalty shall be recovered from the contractor.
- i)** Income Tax, at the Rates as applicable under the provisions of the Income Tax Act shall be deducted at source from the Bills / Invoices of the Contractor. In case, however, the Contractor is granted exemption from the deduction of Income Tax at source or granted certificate for deduction of Income Tax at Lower Rate, he shall be required to produce such certificate issued by the Prescribed Income Tax Authority clearly stating therein that

No Income Tax or Lower Income Tax, as the case may be, be deducted at Source from the Contractor against the said Contract, failing which Income Tax at Full Rate, as prescribed under the Act, shall be deducted. Such Exemption or Lower Rate Certificate shall have to be obtained by the Contractor from the prescribed Income Tax Authority and furnished to the Corporation at the commencement of every Financial Year.

**XVII Delays, Strikes etc.:**

The contractor will not be responsible for delays, which may arise on account of reasons beyond their control, of which the Regional Manager/Tender Awarding Authority shall be the final judge. Strikes by contractor's workers on account of any dispute between the contractor and their workers as to wages or to otherwise, shall not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage which the Corporation may suffer on this account.

**XVIII Laws governing the contracts:**

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

**XIX. DISPUTES RESOLUTION**

**XIX (A) Amicable Resolution:**

(i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in **sub-clause (ii) below.**

(ii) A Joint Committee with equal number of representative (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s.....the (Name of the ABC) shall be constituted for the administration of agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution. The Joint Committee comprising three authorized representatives including concerned Regional Manager of CWC and equal number of authorized representatives of M/s..... (name of the ABC) concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle-free operation so long as the overall structure of this agreement does not change.

iii) In the event of any Dispute between the Parties, other Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the ABC or such persons nominated by them, for the time being for amicable settlement. Upon such reference, the said two persons shall meet not later than 7 days of the date or such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 days of such meeting between the said two persons, either party may refer the dispute to arbitration.

### **XIX(B) Arbitration:**

(i) Any dispute which is not resolved by Amicable Resolution as mentioned above, shall be referred to Arbitration which shall be according to the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

(ii) Any Party desirous of initiating arbitration shall give 15 days" notice to the other party of its intention ("Arbitration Notice"). Each Party shall, within 15 days of the receipt of the Arbitration Notice, appoint an arbitrator of its choice. Within 15 days of their appointment, the two arbitrators shall appoint a third arbitrator who shall preside over the arbitration proceedings.

(iii) The venue of arbitration shall be New Delhi, India and all arbitration proceedings shall be conducted in English.

### **XX. Duties and Responsibilities of the Contractor:**

#### **A. Guarantee:**

##### **1. Quality of work:**

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

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

##### **2. Date of Commencement of Guarantee:**

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

##### **3. Period of Guarantee:**

The period of guarantee on all plant and equipment including load cells shall be **One year** from the date of taking over certificate. During the contract period of five years (05) which includes four 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.500/- per day for the number of days for which the machine remains out of operation or the expenditure incurred by CWC on private weightment 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 weightment got done by CWC will be made within 10 days by the contractor failing which; the said amount will be adjusted from the amount due/withheld under terms of payment. These charges will be in addition



to the levy of compensation of maximum 10% falling under purview of Clause-XIII. Thus CWC can levy maximum 20% of the value of contract for delay in completion of the work in all respects and not providing satisfactory service during guarantee period as detailed above.

4. **Rejection:**

If during the period of guarantee as defined under Clause-XX (A) (3) hereof any equipment or material or work done shall fail in any respect to meet the above guarantee, the contractor shall replace such equipment or re do the work in a condition, which will meet the above guarantee immediately. In the event of failure of any particular part of any equipment more than TWO times during the guarantee period, It shall not be repaired but the complete part shall be replaced by the contractor and the guarantee for this particular part shall be extended by one year from the date of last replacement.

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 under Clause-XIII and the Corporation will take appropriate action.

6. **Cost of execution of work of repair etc.**

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

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

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

8. **Contractor to search:**

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

**9. Replacement:**

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

Trials and tests conducted after replacements and renewal shall be governed by XX (A) (1).

**10. Contract valid during Guarantee period:**

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

**11. Service during Guarantee Period**

During the guarantee period 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 Warehouse authorities and in token of having visited and undertaken the servicing, he shall prepare the service Report in TRIPLICATE, get each copy counter-signed by the Warehouse Manager.

**B. Taking Over:**

**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 Regional Managers,..... and simultaneously request for `arrangement for Taking Over thereof. The Regional 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 leviabale under Clause-XI hereof without prejudice to other rights and remedies that the Corporation may have against the contractor under this contract.

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

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

**3. Establishment of Record:**

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

**4. Certificate of taking over:**

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

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

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

**6. Repeated Inspection:**

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

**7. Remedies:**

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

**C. 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.

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

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

**E. Annual Maintenance Contract**

- i. The party shall quote separately for Annual Maintenance Contract as per price schedule at Price Bid.
- 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 Corporation 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 fax 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 of 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 four years. 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 Corporation for visits and repairs. Payment will be made on production of invoice/bill along with satisfactory service certificate issued by the concerned Warehouse Manager at the end of each quarter shall be inclusive of all the charges as no separate/extra payment shall be made by Corporation for visits and repairs.
- v. Any other arrangement on the terms of Annual Maintenance Contract can be decided jointly by the tenderers and the Corporation as the case may be to the mutual acceptance and satisfaction of the parties.

- vi. The necessary stamping fee for stamping of Weigh Bridge from the concerned authority for using Weigh Bridge at Corporation premises during AMC period have to be borne by the contractor. No extra payment will be made for this.
- vii. The contractor shall always be bound to act with reasonable diligence and in a business- like manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.

**XXI. Blacklisting Clause:**

The non performing / defaulting H&T contractor may be suspended / banned for trade relation / black listed for next5 [Five] years based on the gravity of non-performance / default of the H&T contractor, by the **Regional Manager/Tender Awarding Authority CWC, (Address of RO/CO)**, whose decision in the matter shall be final and binding.

**XXII. Interpretation of the Clause:**

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

**XXIII. Force Majeure:**

Notwithstanding anything in this agreement to the contrary neither the Corporation nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by " force majeure " which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake and other acts of God, action of enemies or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

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

**a) Total time stipulated:**

The total time stipulated for completion of all the works of each ELWB upto the date of issue of "Taking over certificate" will be four (04) months which will be reckoned from the 10th day of issue of award letter/supply order for the work OR the date of physical handing over of the site to the contractor for execution of work

of each ELWB, whichever is later.

Site handed over with their full address where LWB have to be installed and contractor also informed that CWC is running its own warehouses which are constructed and approved by its own engineers keeping, provision for installation of LWB in each warehouse and its "Lay out plan" remains in the warehouse already. The tenderer may visit the site before submission of tender for his understanding about the site plan and conditions.

**b) Schedule of work:**

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

**c) Extension of time for completion:**

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

**d) Contractor's obligations in the event of grant of Extension of time:**

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

**XXV. 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 of ELWBs are as under:

Sl. No	Capacity	platform Size	Weight of platform structure	Chequered/antiskid MS Deck Plate thickness	No. of load cells  (compression/double ended shear beam type)
1.	60 MT	12 M x 3 M	Not less than 8 MT	Not less than 12 mm	06 nos.
2.	60 MT	16 M x 3 M	Not less than 11 MT	Not less than 12 mm	08 nos.
3.	100 MT	18 M x 3 M	Not less than 14.5 MT	Not less than 14 mm	08 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 ... MT ELWB.

## **3.0 Scope of SUPPLY:**

**3.1** Electronic load cell type, pitless lorry-weighbridge of capacity ..MT 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 6<sup>th</sup> generation or above (2.8 GHz or more speed) equipped 104 keys "alphanumeric Key board" having memory of minimum 100000weightments, 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 degrees centigrade to 60 degrees 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 60MT/100MT shall be  $(\pm)$  10Kg.

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 along with technical bid.**

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.

4. The weighbridge shall be pitless 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 10,000 weighments, 17" LED and above Colour Monitor and Optical Mouse suitable to operate under temperature -5 degrees centigrade to 50 degrees centigrade. Battery backed memory should also be provided.

**The certificate issued from concerned Warehouse Manager must be produced at the time of submission of bills.**



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 Structure's:**

##### **Material of Construction of Components:**

Main beams, Cross beams and Mild steel as per IS: 2062 as amended on date of Transverse Beams 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 12mm for 60 MT and not less than 14mm for 100MT.**

##### **Total Weight of Platform structure:**

Sl. No	Capacity	platform Size	Weight of platform structure	No. of load cells
1.	60 MT	12 M x 3 M	Not less than 08 MT	06
2.	60 MT	16 M x 3 M	Not less than 11 MT	08
3.	100 MT	18 M x 3 M	Not less than 14.5 MT	08

**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 (Tables 1 & 2) to be furnished by the contractor for each 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 degrees centigrade to 60 degrees' 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
60 MT	06/08Nos. 30 MT or more
100 MT	08 Nos. 30MT or more

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.

i) No. of cores : To be specified by the

ii) Type of connection : manufacturer/supplier

iii) Type of cable shield

#### **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 degrees centigrade to 50 degrees 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, 6<sup>th</sup> generation or above (2.8 GHz or more speed) equipped with 104 keys "Alpha Numeric" Key Board having memory of minimum 100000weights. Operating temperature range is to be -5 degrees centigrade to 50 degrees 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.

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

### **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 degrees centigrade to 50 degrees centigrade of reputed make such as EPSON/TVS/WIPRO/HCL.

### **11.0 U.P.S.**

Online UPS of reputed make i.e. Microtek/APC/Luminous etc. 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± 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 digits 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 tamper proof 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 2019 and IS Codes.

### **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.

Contractor shall submit the stability certificate that Foundation provided is adequate with respect to safe bearing capacity of soil and permissible settlement. Contractor shall furnish the soil bearing capacity investigation report and foundation design report in case of poor formation soil if specifically asked during the work /mentioned in tender.

Suitable guarding arrangement need be incorporated lengthwise of the platform to prevent sliding of vehicles as per relevant IS Code. **Remaining portion under platform shall be finished with 50mm thick C.C. 1:1.5:3 over 1:4:8 lean concrete 100mm thick.**

**15.2 a) Ramp and Approach Road:**

On both sides of the weighbridge, ramps of 08M each side and approach road of required length connecting it to the adjoining main roads of the godowns on both sides and with width as required at site shall be provide. Ramps shall be consisting of the following: -

- i) 150 mm thick sand filling well rammed.
- ii) 200 mm thick lean concrete of (1:4:8) mix.
- iii) 175 mm thick reinforced cement concrete of Grade M-25 (1:1 ½: 3) with hardener.

**Note: -** The Ramp should be provided with steel fender of sections 100X100X8MM on both sides of complete length of ramp and should be fixed in cement concrete of ramp with 12mm dia& 30cm long bolts at a distance of 30cm centre to centre with or without connecting plate including, hosting, fixing in position, in addition to steel fenders on both ramps near ELWB platform on breath sides and applying coat of approved steel primer and painting complete.

**b) Approach Road:**

Approach Road shall consist of the following:

- i. WBM 100mm thick with stone aggregate grade-I of size 90mm to 45mm. overlain by
- ii. WBM, 75mm thick with stone aggregate grade-II of size 63mm to 45mm. overlain by
- iii. P.C.C, 100mm thick with 1:4:8 mix overlain by
- iv. RC.C M-25(1:1 ½: 3), 200mm thick with hardener

**15.3 Cabin:**

- A weighbridge room of internal dimensions of 03 mtr. x 05 mtrs consisting of 9” thick brick/stone masonry (as per local availability) in superstructure and foundations with RCC roof as load bearing system shall be provided. One RCC Band -150 mm thick shall be provided at Plinth level and Door Lintel Level.
- The internal wall surface shall be cement plastered with CM 1:6 -12 mm thickness.
- The exterior Surface shall be Cement Plastered with CM 1:6 -15 mm thickness.
- RCC Roof shall be designed as One-way/Two-way slab with adequate reinforcement of 8 or 10 mm dia in slab and 12 or 16 mm dia in Beam. Slab shall be protected with terrace waterproofing with 40 mm thick Screed concrete 1:2:4 in proper slope finished neat, & mixed with 2% of integral water proof compound by weight of cement. 75 mm thick CC Gola in 1:1.5:3

shall be provided all around the Brick-slab joint to prevent the water ingress for joint.

- Flooring shall consist of 150 mm thick sand filling, 150 mm thick PCC (1:4:8) sub-base layer floor with vitrified floor tile of 600x600 mm size over bed of 20 mm thick cement mortar 1:4 with 150mm skirting for walls.
- 1.1 m x 2.1m size -One Nos. Aluminium door panelled 12 mm thick decorative waterproof plywood and 5.5 mm thick Clear glass and 0.75m x2 m wide 2 Nos. Aluminium windows fully glazed with 5.5 mm Clear Glass protected with Aluminium grills shall be provided.
- The internal surfaces of walls shall be finished with plastic paint with primer over 2mm thick over putty and external surfaces treated with Exterior Grade emulsion paint of APEX or equivalent.
- Making plinth protection 50 mm thick of cement concrete 1:3:6 (1 cement :3 coarse sand:6 graded stone aggregate 20 mm nominal size) over 75 mm thick bed of dry brick ballast 40 mm nominal size well rammed and consolidated and grouted with fine sand including finishing the top smooth 0.90-meter-wide all around the cabin walls.
- 600 mm wide -75 mm thick RCC Loft slab/ Platform for Computer -Office work etc shall be provided and this platform slab along with window sills, steps shall be finished with 15-18 mm Granite stone.

#### **16.0 Electrical Works:**

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 CWC.

**16.2** The wiring shall be carried out with PVC insulated FR copper conductor cable 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	02 Nos.	18/20-Watt LED fitting of make Bajaj /Philips / Crompton / Havells inside the cabin
	01 Nos.	35/36-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.	Including 1200 mm sweep energy efficient ceiling fan complete of approved make with electronic regulator conforming to relevant ISI specifications (make Crompton /Orient / Usha /GEC/Havells).

**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 Nos. 5 amps to 32 amps MCB (outgoing): **1 Set**

**16.6a) Pipe Earthing** complete as per latest CPWD Specifications: 1 Set.

**b) Copper Plate Earthing with 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 600mmx600mmx6mm thick earthing as per latest CPWD Specification for protection of equipment from lightning.

**The contractor shall be required to submit 4 copies of the drawing along with design Calculations for approval by the Corporation before commencement of work based on these drawings. The Corporation shall be at liberty to Modify the design given by the contractor and he shall incorporate suggested changes without any extra claim.**

**In case of Site with Black cotton soil, Foundation system shall be provided adequate measures to prevent the local damages due to expansive nature of soil. In addition, RCC apron 1.2 m wide all around the cabin shall be provided instead of plinth protection.**

### **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 Corporation.**

**19.0 Painting**

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

**20.0 Drawings and Data to be submitted by Contractor**

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

**20.2**On completion of the Work and before the tests are carried out, the contractor shall at His own expense prepare and supply to the Corporation four (4) certified copies of the 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 12/14mm for 60/100 MT weighbridges.

**(c)**The tenderer will indicate the approximate weight of Steel Structure indicating the Details & sizes of structures to be used for 60/100 MT weighbridges.

**21.0Integration of ELWBs with WMS DOS:**

The Lorry Weighbridge shall be integrated with the Warehouse Management Solution (WMS) and Depot Online System (DOS) provided by the service provider of CWC and FCI. The Application Programming Interface (API) is to be provided by the contractor which shall push information of weight capture along with the date and time of capturing weight, to enable the service provider of CWC to build API to receive the information from the database of LWB software. Brief Description of scenario: When truck is on weighbridge for weighing and official clicks on capture weight from WMS, WMS server shall hit / send API to the server of LWB for asking required information (weight, date & time), then API of LWB shall provide asked information from LWB database and WMS shall pop up the same on its screen.

The conditions to be fulfilled by bidder are given as under:-



1. Integration of ELWBs with WMS shall include design & development of API, testing of API with software viz Warehouse Management Solution (WMS), replacement of Digitizer and/or Junction Box (if requirement) and integration of API with WMS for all warehouses. Successful integration of ELWB with WMS shall be considered completed only after submission of installation and integration report with WMS by concerned Warehouse Manager confirming satisfactory working of integration.
2. In case any other software such as DOS/local weighment software etc. are already configured/integrated with the ELWB at the warehouse, the bidder has to ensure that such configuration/integration is maintained for the ELWB at the time of integration of the ELWB with WMS. If any component of the ELWB is changed which makes such existent configuration/integration void, then the bidder has to ensure that such configuration/integration is reinstated for the ELWB and at the same time integration with of ELWB with WMS is also maintained. The hardware required for doing so would be purchased by vendor only.
3. Digitizer and Junction boxes should support integration (API) of ELWB with Software of any platform (Operating System). The integration of weight etc. in native data format from ELWB to the software (viz. WMS) should be seamlessly and error free flow to WMS software. In case of any error or otherwise there should be log available in ELWB for examining at later date. Such error logs to be kept for at least month period. During the quarterly visit or any time during AMC, flow of native data from ELWB to the software (viz. WMS) should also be checked for seamlessly and error free flow to WMS software.
4. Further, as stated in S.No.2, whatever hardware would be required in case of integration of any new software with ELWB as mentioned above, the vendor may be made to purchase the said hardware.

**XXVI. DETAILS OF THE MATERIAL OF THE LWB/ELWB OFFERED FOR BUYBACK (IF ANY)(The details to be filled by the Concerned RM while floating the tender)**

<b><u>S.No.</u></b>	<b><u>Particulars/items offered with nos.</u></b>	<b><u>Remarks</u></b>

-x-

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

NO: CWC/RO-...../New ELWB/XXXX-YY/

Dated: DDMMYY

**SCHEDULE-I**

**Price break up schedule**

**NAME OF WORK: SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING and ANNUAL MAINTENANCE FOR A PERIOD OF FOUR (04) YEARS FROM THE DATE OF COMPLETION OF DEFECT LIABILITY PERIOD/ GUARANTEE PERIOD OF ONE (01) YEAR OF A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OF EXISTING ELWB INCLUDING CIVIL & ELECTRICAL WORKS & COMPATIBILITY WITH DEPOT ONLINE SYTEM (DOS) & WAREHOUSING MANAGEMENT SOLUTION (WMS) AT FOLLOWING PLACES LOCATED IN ..... ON TURNKEY BASIS OR UNDER BUYBACK MODE**

- a) The prices being given/mentioned below shall be for the entire work for supply/installation/commissioning/stamping/testing/AMC of ELWB in conformity with the specification:

Sl. No.	Item	Rate for each ..... MT capacity ELWB FOR Destination (in Rs.)
1.	<p><b><u>Cost of equipments:</u></b></p> <p>a) Comprising of platform structures, load cells, digital weight indicator printer compatible with PC. PC with alpha -numeric key board interconnecting cables, junction box, UPS, stabilizer 17" LED colour monitor, optical mouse, complete as per technical specification (Clause-XXVI) jumbo display unit for 60 MT 12Mx3M/ 16M X 3 M platform or 100MT 18Mx 3M platform size, pit less weighbridge ex-factory price. GST to be shown separately in bill and will be paid to the party on production of the proof of the payment (photocopy) made to the appropriate authority and as applicable on the date of billing of above items.</p> <p>b) <b>Transportation, toll tax, Octroi, State Entry tax, if applicable, packing, forwarding loading/unloading and insurance etc. lump-sum for each center separately.</b></p>	<p>Rs. ....</p> <p>Rs. ....</p>

2.(i)	Cost of civil & electrical work (including construction of weighbridge foundation weighbridge cabin, ramp, Localized soil stabilization as per requirement etc.	Rs. ....
(ii)	Installation, commissioning and stamping charges of weigh bridge complete in all respect including integration with WMS /other software.	Rs.....
(iii)	<b>Cost of approach road for .....Sq. m*.</b> *The area of road will be given by RM on case basis.	Rs.....
3.	Any other cost not envisaged above but required for the completion of turnkey job like cost involved for various types of soils i.e. black cotton soil, rocky soil or marine clay (where piling may be required) Rates for piling may be quoted by the party for total piling work.*  *RM may decide the quantity of the running meter.	Rs.....
4	Annual Maintenance of ELWB for Four (04) years from the date of expiry of defect liability/ guarantee period.  1 <sup>st</sup> Year  2 <sup>nd</sup> Year  3 <sup>rd</sup> Year  4 <sup>th</sup> Year  <b>Total (4)</b>	Rs.....  Rs.....  Rs.....  Rs.....  Rs.....
5	<b>Total (1+2+3+4)</b>	Rs.....
6	Lump-sum price for materials going to be sold at the rate quoted by the Bidder in case of buyback, if any.  <b>Total (6)</b>	Rs.....
7	<b>Grand Total (5-6)</b>	

	<b>Total cost:(Per ELWB) In figure:</b>  <b>In words:</b>	Rs.....
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**Remarks:-**

**Based on the requirement, RM may take a decision on the quantity required f of ELWB.**

1. Rates quoted above should be inclusive of all applicable taxes except GST
2. Goods & Service tax, if applicable will be reimbursed at applicable rate on production of proof of payment made to the appropriate authority after getting input credit.
3. Requirement of ELWB may be changed to any centers as per discretion of the Corporation.
4. Nos. of ELWB may be increase/decrease at any centers as per discretion of the Corporation for which the order placed on us on this same rates, terms and conditions.
5. **No additional/reduction civil work and piling work should be carried out without prior approval of the Corporation. For piling work CWC has to make payment, hence proof, or supervision is required and the amount/rate of the same will be decided on pro-rata basis as per the rates quote by the bidder.**
6. **“The lowest Bid would be decided based on total quoted rates as at (5) above in case of without buyback and as at (7) above in case of buyback.**

**Signature of Tenderer**

**With full address of the firm & with stamp**

**Contact Details of installation sites**

<b>Sl. No.</b>	<b>Address, Phone Number and Email ID of Warehouse</b>	<b>Contact person and mobile number.</b>
1.		
2.		
3.		
4.		
5.		
6.		

Model Tender

1. Name of the Firm / company / Cooperative Society / Others,

\_\_\_\_\_

2. Operation Address

\_\_\_\_\_

3. Registered office address

\_\_\_\_\_

4. Address of the tenderer and

\_\_\_\_\_

5. Telephone No. \_\_\_\_\_

6. Fax No. \_\_\_\_\_

7. Email Address \_\_\_\_\_

8. Website \_\_\_\_\_

9. GST Registration No. \_\_\_\_\_

10. PAN No. \_\_\_\_\_

11. Details of Sister Concerns :

- a) Name &Address
- b) Activities engaged in by Sister Concern
- c) Names, address & Telephone Nos. of Proprietors/ Directors/ Partners of Sister Concern.

12. Tenderer's Bank Details :

- a) Bank Account No:
- b) Nature of Account (SB or current):
- c) Name of Bank & Branch:
- d) MICR Code No. :
- e) RTGS code Bank (IFSC Code) :

Place \_\_\_\_\_

Dated \_\_\_\_\_

(Capacity in which signing)

## CENTRAL WAREHOUSING CORPORATION

1.	Whether your firm or any of its partner/company had been blacklisted by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid?	Yes/No
2.	Whether you or any of the partner of the partnership firm's contract was terminated before expiry of Contract period by CWC, FCI during the last Five years as on the last date of submission of bid?	Yes/No
3.	Whether proprietor/partner/Director (as applicable) has been convicted by any judicial court for an offence sentenced to three years rigorous imprisonment or more and has not been acquitted?	Yes/No

Note- **Strike off whichever is not applicable otherwise tenderer shall be ineligible.**

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

5. Declaration about relationship with Employee of CWC

I/We hereby solemnly declare that the Proprietor/one or more Partners/Directors of this firm/ company has relationship/has no relationship (Strike off whichever is not applicable) with the employee of CWC (name and designation, place of posting of employee to be mentioned).

6. Declaration of membership of any Goods Transport Association. Give details if so;

Name & Address of the Association; With

Telephone/Fax No.

7. I, tenderer will submit the copy of the licence / Registration under Food Safety and Standards Authority of India (FSSAI) within 30 days of award of the work. In case the same has been applied for, the copy of application may be submitted within 30 days of award of work.

**DISQUALIFICATION CONDITIONS:**

- a) Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid will be ineligible.**
- b) Any tenderer whose contract with the CWC, FCI has been terminated before the expiry of contract period at any point of time during last Five years from the last date of the submission of the bid will be ineligible.**
- c) If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible. However, on acquittal by the appellate court the tenderer will be eligible.**
- d) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.**

(Signature & Seal)

(Authorized Signatory)



PROFORMA FOR INFORMATION OF WORK EXPERIENCE CERTIFICATE TO BE  
FURNISHED BY THE TENDERER from each concerned parties.

This is to certify that M/s \_\_\_\_\_ have worked as \_\_\_\_\_ and their performance was found satisfactory. The details of \_\_\_\_\_ work carried by them are as under:-

S.No.	Name of Client/customer served	Nature of the work/contract executed	<u>Contract start date</u>	<u>Contract Completion date</u>	Total value of work/contract executed	Remarks
1.						
2.						
3.						
<b>Grand Total</b>						

Date :

Signature:

**(Name & Designation of Signing  
Authority Seal of the Company /  
Organization)**

**Note:**

- 1. Certificate issued from Private Organization shall be supported by TDS certificate.**
- 2. Experience Certificate of a running contract (not completed satisfactorily) shall not be considered for Qualification.**

**Format of Net Worth**

A. The net Worth of Mr./Ms./M/s \_\_\_\_\_ for last  
Financial Year \_\_\_\_\_ is Rs. \_\_\_\_\_ as per his/her/their books  
of Accounts.

(Note: Net Worth means sum total of paid up share capital plus free reserves. Further any debit balance of Profit and Loss Account and Misc. Expenses to the extent not adjusted / or written off, if any, shall be reduced from Reserves and Surpluses.

Signature of Chartered Accountant Name:

Membership No.:

Seal:

**FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY****POWER OF ATTORNEY**

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

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

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

(In H&T tenders in the case of Consortium/ Joint Venture)

Our firm is a Member/Lead Member of the Consortium of

\_\_\_\_\_

,  
and \_\_\_\_\_.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20

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

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

Seal of the Proprietorship firm / Partnership firm/Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

**Notes:**

- In case the Firm/ Company is a Member of a Consortium/ JV, the authorized signatory has to be the one employed by the Lead Member.
- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- **Power of Attorney is to be attested by Notary.**

**UNDERTAKING**

**(For Sole Proprietary Firm)**

I,.....R/o.....  
..... do hereby  
solemnly affirm and declare as under :-

1. That I am Sole Proprietor of \_\_\_\_\_ (Sole Proprietor Firm Name)

2. That the office \_\_\_\_\_ of the firm is situated at

\_\_\_\_\_

Place:

Date:

**(Authorized Signatory)**

Model Tender

**COMPLIANCE TO BID REQUIREMENT**

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

We also confirm that we have quoted the rates without any condition and deviation.

The Technical bid and price bid as required under clause 12 has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

We further confirm that we have quoted our rates in our financial bid as per the conditions of the Tender Document and for all the items.

**Stamp and signature of the bidder** : \_\_\_\_\_

**Name of the bidder** : \_\_\_\_\_

**NOTE: To be stamped and digitally signed by the authorized signatory who is signing the Bid and to be submitted along with the Technical Bid.**

## AFFIDAVIT

(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH 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 Handling and Transportation work of \_\_\_\_\_ as per the Tender No. \_\_\_\_\_ of CWC, 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 CWC tender portal [www.cwceprocure.com](http://www.cwceprocure.com) and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) the decision of CWC with regard to such discrepancies shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.

7. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false/fabricated or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD/SD 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.
8. I/ We also understand that if the certificates submitted by us are found to be false/forged/fabricated or incorrect at any time, after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract.
9. I/We certify that I/We are not black listed or debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid.
10. I/We hereby confirm to submit an additional performance Guarantee(besides security deposit) in the form of Bank guarantee of 25% of the total contract value from any scheduled commercial Bank, if selected as L-1bidder in lieu of experience certificate and/or in case I/We quote Below SOR

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER



**Proforma of Bank Guarantee to be furnished along with Security Deposit as Performance Guarantee [where tenderer does not have requisite experience as stipulated in the Tender].**

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

This Deed of Guarantee made this \_day of between (Name of Bank) having its registered office at\_(place) and one of its local offices at(hereinafter referred to as the Surety), in favour of Central Warehousing Corporation, a Statutory Corporation established under the Central Warehousing Corporation Act, 1962 having its Corporate Office at 4/1 Sri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi 110016 (hereinafter referred to as CWC).

WHEREASM/s\_\_\_\_\_ (hereinafter referred to as "Tenderer") having its registered office at\_\_\_\_\_ is bound to furnish Performance Guarantee in the form of Bank Guarantee with CWC in connection with the award of a Tender for Handling & Transport Contract at \_\_\_\_\_(name of the centre).

WHEREAS the Tenderer as per clause no.\_Of terms and conditions of the tender No. \_\_\_\_\_dated\_ has agreed to furnish Performance Guarantee by way of Bank Guarantee for Rs.\_\_\_\_\_for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

**NOW THIS WITNESSETH :**

1. That the Surety in consideration of the above tender made by the Tenderer to CWC hereby undertake to pay on demand by the CWC and without demur, and without notice to the Tenderer, the said amount of Rs.\_\_\_\_\_(Rupees\_\_\_\_\_).
2. This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of CWC, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of CWC in writing.
4. Notwithstanding anything contained in the foregoing, the Surety's liability under this Guarantee is restricted to Rs.\_\_\_\_\_(Rupees\_\_\_\_\_).
5. This Guarantee shall remain in force and effective upto and shall expire and become ineffective only on written intimation given to the Surety by CWC for this purpose and in that case this Guarantee shall stand discharged.
6. The Surety will make the payment pursuant to the Demand issued by CWC notwithstanding any dispute or disputes raised by the Tenderer against CWC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety's liability under this guarantee is absolute and

unequivocal.

7. Any forbearance, act or omission on the part of CWC in enforcing any of the conditions of the said Tender or showing any indulgence by CWC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by CWC.
8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before \_\_ the Surety shall be discharged from all liabilities under Guarantee thereafter.
9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.
10. Cover message for this BG has been sent to CWC bankers i. e. ICICI Bank, 9Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) through SFMS.

SIGNED AND DELIVERED

For and on behalf of For and on behalf of above named  
Bank (Banker's Name  
and Seal)

**PRE CONTRACT INTEGRITY PACT**  
(Under digital signature of Authorized Signatory)

**General**

This pre-bid / pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_day of the month of \_\_\_between on one hand, the Central Warehousing Corporation (A Govt. of India Undertaking), 4/1 Siri Institutional area, Hauz Khas, New Delhi 110016, acting through Regional Manager, Central Warehousing Corporation (A Govt. of India Undertaking) (hereinafter called the "CORPORATION" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s\_\_\_\_\_ represented by Shri\_\_\_\_\_ (Name of the contractor) (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CORPORATION proposes to appoint Handling and Transport contractor / Strategic Alliance Management Operator (SAMO) at \_\_\_\_\_ and the BIDDER is willing to execute the items of work / Section as per schedule of work, the work order issued General conditions of the contract of CWC.

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

**NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**1. Commitments of the Corporation**

**1.1.** The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour

or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2. The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

### **3. Commitments of Bidders :**

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

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.
- 3.3. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.4. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid

evaluation, contracting and implementation of the contract.

- 3.5. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.7. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.10. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION.

#### **4. Previous Transgression:**

- 4.1. The BIDDER declares that no previous transgression occurred in the last 3(three) years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violations:**

Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the CORPORATION to take all or any one of the following actions, wherever required:-

[i] To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

[ii] The Earnest Money Deposit/ The Bid Securing Declaration (Annexure-XIV) shall stand effective (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as

decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.

[iii] To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

[iv] To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores / work such outstanding payment could also be utilized to recover the aforesaid sum and interest.

[v] To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.

[vi] To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation / rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

[vii] To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of (5) Five years, which may be further extended at the discretion of the CORPORATION.

[viii] To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

[ix] In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.

**[x] Forfeiture of Performance Bond in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.**

**5.1.** The CORPORATION will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

**5.2.** The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **6. Independent Monitor :**

6.1. The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission **Sh. Sudhanshu Sekhara Mishra**, E-112, Falcon Residency Apartment, Near KIIT, Patia, Bhubaneswar-7, Dist. Khuda, Odisha.

- 6.2. The CORPORATION has appointed, **Rajni Kant Mishra** , Parijat, Near Hotel Niharika Palace , Village-Thapaliya Mehraon, Naukuchiya Tal , Dist.Nainital,Uttarakhand as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
- 6.3. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.4. The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.5. Both the Parties accept that the monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 6.6. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.
- 6.7. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 6.8. The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.9. The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**7. Facilitation of Investigation :**

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

**8. Law and Place of Jurisdiction :**

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

**9. Other Legal Actions :**

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

**10. Validity :**

- 10.1. The validity of this Integrity Pact shall be from date of its signing and extend

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

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

10.3. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**CORPORATION**

**BIDDER**

Name of the Officer

Designation

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



**AGREEMENT**

The agreement made on this \_\_\_\_\_ day of 2022\_\_\_\_\_ between the Central \_\_\_\_\_ Warehousing Corporation,....., established under Warehousing Corporations Act, 1962 (herein after called the 'Corporation') and M/s. \_\_\_\_\_ 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 Corporation being in requirement of .... **no. of ELWBs** had invited online tenders FOR Installation, Testing, Stamping of new Pit less type ELWB (60/100MT Capacity) & its Annual Maintenance for period of 04 years AT FOLLOWING PLACES LOCATED IN ..... ON TURNKEY BASIS OR UNDER BUYBACK MODE.

A) For New Installation:

S.No	Central Warehouse	Capacity
1		... MT
2		....MT
3		.... MT

Vide tender NO: **CWC/RO-...../New ELWB/2022-23/ dt. ....2022.....** And WHEREAS the rate/rates submitted by the Contractor in his/their/its letter dated \_\_\_\_\_ has/have been accepted by the Corporation, vide communication No. \_\_\_\_\_ dated \_\_\_\_\_.

It is hereby witness:

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 ....MT ELWB to be made by the contractor to the Corporation at the rates specified in the letter dated \_\_\_\_\_ of the contractor, and the said letter of the Contractor is to be referred to only for the purpose of rate

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

Signature \_\_\_\_\_

\_\_\_\_\_  
(Name & Address of supplier)

For and on behalf of CWC

Seal

Witness (with full Address)  
Address)

Witness (with full

- 1.
- 2.

Model Tender

**Performa for Bid Security Declaration**

**(On Letter Head of Bidder)**

Whereas.....(name of agency) ..... have submitted bids for ..... (name of work).....

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents I/we shall be suspended for two years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order,

Or

2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee/security deposit before the deadline defined in the tender documents, I/we shall be suspended for two years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order. Signature of the contractor(s) with stamp.

**\*\*\*\*\*End of Document\*\*\*\*\***