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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



No: CWC CO-CD0WMS/2/2021-COMM-Part(1)/52806

Date: 27.02.2024

**Circular**

All Regional Managers,  
Central Warehousing Corporation,  
Regional Office,  
Ahmedabad, Bangalore, Bhopal, Delhi,  
Chennai, Chandigarh, Guwahati, Hyderabad,  
Jaipur, Kolkata, Kochi, Lucknow, Mumbai, Patna.

**Subject: Revised Model Tender Document(MTD) for Installation of a new 60/100MT Capacity Pit Less Type ELWB on turnkey basis or under buyback mode through GeM website-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 through GeM Portal is enclosed . The MTD is compliant to GeM Portal.

In future, for installation of ELWB, the attached MTD is to be used only. The soft copy of the Model tender document is being uploaded on the website for future references.

Encl: A/a

Digitally signed by  
RAJEEV KUMAR BANSAL  
Date: 2024.02.27  
13:22:11 +05'30'

**(Rajeev Kumar Bansal)**  
**Group General Manager (Commercial)**

**Copy to :**

1. PPS to MD, CWC, CO, New Delhi.
2. PS to Dir(Fin.),CWC, CO, New Delhi.
3. PPS to Dir(Pers.), CWC, CO, New Delhi.
4. GGM/GM(Fin),CWC, CO, New Delhi.
5. GGM(System),CWC, CO, New Delhi-For uploading on CWC website.
6. All HODs , CWC, CO, New Delhi- For Information please.
7. Manager, Tender Cell, CWC, CO, New Delhi-For Information please.

निगमितका0: 4/1, सीरीइंस्टीट्यूशनलएरिया,अगस्तक्रांतिमार्ग, हौज़खास,नईदिल्ली-110016

CO: 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 📞26524100,26611042

ई-मेल: [gmmcomm@cewacor.nic.in](mailto:gmmcomm@cewacor.nic.in), Website: [www.cewacor.nic.in](http://www.cewacor.nic.in)



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

NIT No.:

Dated: XX.XX.XXXX

**E-TENDER DOCUMENT**

Selection of professionally competent party for “Supply, Installation, Testing, Commissioning, Stamping, Integration with WMS / ERP/DOS 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 \_\_\_\_\_

<b>Date for downloading Tender Form</b>	<b>XX.XX.XXXX to XX.XX.XXXX</b>
<b>Last Date &amp; Time for online Submission of tender</b>	<b>Up to XX:XX Hrs. on XX.XX.XXXX</b>

Email : Official e-Mail of RO/ Division/ RM/ HoD/ HoS

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

## Disclaimer

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ Successful Bidder s and CWC. No other Government or CWC's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standi in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the CWC or any of its employees or associated agencies.

The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CWC, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

CWC, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.



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(भारत सरकार का उपक्रम)  
**CENTRAL WAREHOUSING CORPORATION**  
(A Govt. of India Undertaking)  
जन-जन के लिए भण्डारण/Warehousing for Everyone



**Name of RO/ Division**

Address : Warehousing Bhawan, New Delhi-110016  
Email : Official e-Mail of RO/ Division/ RM/ HoD/ HoS  
Website : [www.cewacor.nic.in](http://www.cewacor.nic.in)

**NIT No.**

**Dated : XX.XX.XXXX**

**E-Tender Notice**

Central Warehousing Corporation invites online e-tendering under two bids system from professionally competent parties for: -

Brief Scope of work	Supply, Installation, Testing, Commissioning, Stamping, Integration with WMS / ERP/DOS of new Pit less type ELWB (60/100MT Capacity) & its Annual Maintenance for period of 04 years etc. at Central Warehouse, _____	
Tender notice	Tender to be submitted electronically through GeM portal only. Tender documents will be available on Website : <a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a> , <a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a> and <a href="http://www.gem.gov.in">www.gem.gov.in</a> .	
Tender type	Open	
Tender Submission	Tender is to be submitted in two packets on GeM i.e.: Part-I (Technical Specifications) and Part-II (Financial Offer)	
Purchase Preference	Available to Micro and Small Enterprises (MSE) and Make In India (MII) class 1 bidders.	
Critical Dates	Bid Start date and time	XX:XX hrs. on <b>XX.XX.XXXX</b>
	Last date and time of online bid submission	XX:XX hrs. on <b>XX.XX.XXXX</b>
	Pre-Bid Meeting date and Time	XX:XX hrs. on <b>XX.XX.XXXX</b>
	Date and time of online Technical Bid opening	XX:XX hrs. on <b>XX.XX.XXXX</b>
	Date and time of online Financial Bid opening	To be intimated later.

**NOTE: If the date fixed for opening of Technical Bid/Financial Bid is subsequently declared as holiday, the bid will be opened on the next working day following the holiday at the same time.**

Bid validity period	90 (Ninety) days from the date of Opening of Technical Bid. The said period is further extendable by 30(Thirty) Days. For more details refer “BID VALIDITY” clause.
Period of Contract	04 months for installation and 4 years of AMC
Earnest Money Deposit (EMD)	Amount of EMD/ NIL (if not applicable), is to be mentioned
EMD Exemption	Available to MSE’s, Start Up’s and other eligible bidders exempted by GeM.
Pre bid Details	Pre bid queries shall be submitted latest by XXXX hours on XXXX date on our email ID XXXXXXXXXXXX.  Pre bid meeting shall be held through VC (Paste link) or at address mentioned below: (Address of Regional office)
Designation and Address of Tender Calling Authority	Regional Manager--_____

**1. Information for Online Participation:**

1. Bidders shall have to visit the GeM portal (<http://gem.gov.in/>), select the appropriate GeM bid number and upload electronically by scanning in PDF format duly filled and signed technical bid documents by filling all the relevant columns with all the required enclosures.
2. Aspiring Bidders/Suppliers who have not enrolled/registered in GeM portal should enroll/ register before participating through the website [www.gem.gov.in](http://www.gem.gov.in) .
3. Bidder shall submit their offer along with supporting documents in electronic format to be duly signed & scanned or digitally signed, on or before the scheduled date & time as mentioned above and should be uploaded in technical bid through GeM portal. Hard copy of the tender documents will not be accepted and any such offer, if received by Central Warehousing Corporation, will be out rightly rejected.
4. Price has to be quoted in absolute terms at relevant place in GeM.
5. The benefit protections as mentioned in the Public Procurement Policy for MSEs Order dated 23.03.2012 and further amended vide order dated 09.11.2018 may not be applicable regarding splitting of bid/offer as the quantity of the service contract is 1 (one) in each case and it cannot be splitted.
6. Corrigendum/Addendum to the Tender Notice, if any, shall be issued/ available online on GeM Portal/CPMP and Website of the Corporation only. Prospective bidders are requested to view website/GeM portal regularly.
7. The Bidders must fully comply with all the terms and conditions given in the Tender document. It is clarified that in case, any of the stipulated terms and conditions are not fulfilled by the Bidders and incomplete or incorrect information submitted by the Bidder, the bid may be treated as ineligible and Bidder may be technically disqualified and Price Bid shall not be opened.
8. The results of technical evaluation will be uploaded on the GeM Portal. In case there are technically disqualified bidders, the reasons for disqualification will be uploaded and price bid shall be opened. Intimation of Price bid opening will be provided through GeM only.
9. Further it is also intimated that GeM Portal is used as a platform for E-Tendering. The Terms & Conditions as mentioned in this Tender document will prevail over the GeM Terms & Conditions, in case of any contradiction between two.
10. 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 Bidder.
11. For any technical assistance while uploading the bids in GeM portal please contact 24X7 GeM portal Helpdesk Mail at: [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in) .1800-419- 3436 & 1800-102-3436 ( 9:00 am - 10:00 pm Mon

to Sat ).

12. "Designation of Tender Calling Authority" reserves the right to reject any or all the tenders without assigning any reason thereof. This notice is also available on website [www.cewacor.nic.in](http://www.cewacor.nic.in) and <https://eprocure.gov.in/cppp/> and [www.gem.gov.in](http://www.gem.gov.in).
13. **PLACE OF OPERATION:** The installation of Pit less type 60/ 100 MT capacity ELWB shall be done at CW \_\_\_\_\_ under Regional Office \_\_\_\_\_.
14. **BRIEF DESCRIPTION OF WORK:** Supply, Installation, Testing, Commissioning & Stamping, Integration with WMS / ERP /DOS 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 Warehouse: -

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

15. Necessary Integration of ELWB with WMS (Warehouse Management Solution), ERP (Enterprise Resource Planning) & DOS (Depot Online System), provided by service provider of CWC & FCI, shall also be done as per the details included in the Tender Document.
16. 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.
17. 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.

REGIONAL MANAGER (\_\_\_\_\_)

(This document is meant for the exclusive purpose of submission of Tender and shall not be transferred, reproduced or otherwise used for the purpose other than that for which it is specifically used)

## PRE-QUALIFICATION CRITERIA (PQC)

- CWC invites online application through GeM portal for “**Supply, Installation, Testing, Commissioning & Stamping, Integration with WMS / ERP/ DOS of a new Pit less type 60/100MT ELWB and its Annual Maintenance for a period of four (04) years at CW-\_\_\_\_, under RO \_\_\_\_\_**”
- Only those Bidders, meeting the eligibility criteria specified in below table would be considered for technical qualification. For the said purpose, Bidder compulsorily must upload/submit the documents mentioned against the eligibility conditions.

S.N	Eligibility Conditions	Documentary Proof to be submitted
1)	<p>Bidder should be a;</p> <p>(1) <b>Registered Company/PSU/ statutory body</b></p> <p>OR</p> <p>(2) <b>Registered Partnership Firm</b></p> <p>OR</p> <p>(3) <b>Proprietorship</b></p> <p>OR</p> <p>(4) <b>LLP</b></p> <p>OR</p> <p>(5) <b>Cooperative society</b></p> <p><b>Note: -</b></p> <p>1. The bidder should be a business entity for <b>last five years</b> on the date of publishing of tender.</p> <p>2. If the bidder is from country sharing land border with <b>INDIA</b>, the bidder shall be required to submit as per <b>Concerned Exhibit attached with the tender document.</b></p>	<p>1) <b><u>For Registered Company/ PSU/ statutory Body:-</u></b></p> <p>(i) Copy of Certificate of Incorporation (with CIN, if applicable)</p> <p>(ii) Current list of Directors on Letter head signed by Authorized Signatory</p> <p>2) <b><u>For Registered Partnership Firm</u></b></p> <p>(i) Copy of the partnership deed</p> <p>(ii) Current list of Partners on Letter head signed by Authorized Signatory</p> <p>(iii) Copy of registration of Partnership deed.</p> <p>3) <b><u>For Proprietorship</u></b></p> <p>Declaration of Proprietorship/Sole Proprietorship compulsory ink Signed as per <b>Concerned Exhibit attached with the tender document.</b></p> <p>4) <b><u>For LLP</u></b></p> <p>(i) Copy of certificate of registration with LLPIN.</p> <p>(ii) Current list of Partners on Letter head signed by Authorized Signatory</p> <p>5) <b><u>For Cooperative society</u></b></p> <p>(i) Bye-Laws of cooperative Society.</p> <p>(ii) Proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry.</p>
2)	<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</p>	<p>Experience certificate in the proforma prescribed under <b>Concerned Exhibit</b> attached with this tender document, shall be produced from customers under their signature and stamp.</p> <p><b>Note: -</b></p> <p>(a) All certificates issued by concerned parties should contain at least above requisite information for considering experience as per terms of tender.</p>

<p>PSUs/Private Ltd Company in the last Seven (07) preceding financial years ending on .....2023 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 bidder should have successfully completed at least one similar nature of works (installation testing commissioning, painting stamping of 60/100MT ELWB including civil and electrical works), of value of Rs XXXX/- (Rupees XXXX) {35% of the estimated cost of the Tender} during preceding five years and the current year up to 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].</p>	<p>(b) Assignments, where proof of satisfactory completion of contract and duly certified nature, period of contract, and value of work handled is not provided by client, the same shall not be considered.</p> <p>(c) In case of certificates issued by the private company/party it should be supported by TDS certificate.</p> <p>(d) The date of completion of the Services shall be considered to ascertain last 05 years i.e. if work order is older than 05 years and completion of work is falling within 05 years, then the same shall be considered.</p> <p>(e) For the purpose of calculation of last 05 years, the preceding 05 financial years shall be considered including the present financial year till last date of bid submission.</p> <p>(f) Completion Certificate bearing adverse remarks on performance of Contract such as Poor Performance/Imposition of LD/Non-satisfactory performance shall not be considered.</p>
<p>3) <b><u>Financial Eligibility:</u></b>  <b>Turnover:</b> The bidder should have achieved the minimum average turnover of Rs XXXXX/- (Rupees XXXX) {30% of the estimated cost of Tender} during last three preceding financial years.</p> <p style="text-align: center;"><b>AND</b></p> <p>must have a positive net worth based on the latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.</p>	<p>The Bidder is required to upload the relevant extract of audited Balance Sheet and Statement of Profit &amp; Loss A/c for the preceding three financial years i.e. 2020-21; 2021 – 22; 2022 – 23.</p> <p style="text-align: center;"><b>AND</b></p> <p>The turnover &amp; net worth certificate from practicing CA with UDIN, as per <b>Concerned Exhibit attached with the tender document.</b></p> <p><b><u>Note:</u></b></p> <p>(a) In case Balance Sheets and Statement of Profit &amp; Loss A/c for the immediate preceding financial year have not been prepared /audited, the accounts for the Financial year previous to the preceding three financial years can be submitted.</p> <p>(b) Where the Bidder is not under statutory obligation to get his Accounts audited, it can upload a certificate with UDIN of practicing Chartered Accountant certifying Annual Turnover and Profit after Tax for preceding three financial years.</p>
<p>4) The bidder must have valid license to manufacture, repair or sell of Weight or measure as per section 23 of Legal Metrology Act, 2009</p>	<p>Copy of latest valid license to manufacture, repair or sell of Weight or measure as per section 23 of Legal Metrology Act, 2009. Bidder should have a valid license at the time of Award of Work and shall continue till the completion of whole project.</p>



5)	(a) Declaration on non-blacklisting (b) Un-Conditional acceptance of the tender's terms & conditions (c) Declaration of Make in India (MII) Compliance (d) General Details of the bidder (e) PAN No. & GST No.	Undertaking and details in this regard to be filled and signed by the authorized signatory <b>strictly</b> as per <b>Concerned Exhibit attached with the tender document.</b> <b>PAN &amp; GST certificate is also to be attached.</b>
6)	EMD/ Bid Security Declaration	The bidder has to submit EMD equivalent to Rs _____ (2% of the Estimated Contract Value) through RTGS/ NEFT in the following bank account:- Central Warehousing Corporation Account No. , IFSC Code , Bank Name Branch address (Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.) Bidder, exempted from submission of EMD, shall be required to submit an undertaking in this regard to be signed by the authorized signatory <b>strictly</b> as per <b>Concerned Exhibit attached with the tender document.</b> <b>For details refer clause EARNEST MONEY DEPOSIT.</b>
7)	Authorized signatory	Power of Attorney in favour of Authorized signatory (ies) duly attested by Notary as per <b>Concerned Exhibit attached with the tender document.</b>  <b>OR/ AND</b>  True Certified Copy of Board Resolution in favour of Authorized Signatory/Person delegating the POA.  <b>Note: -</b>  Refer Clause "BID SUBMISSION AND AUTHORIZED SIGNATORY" for more details.  All the documents uploaded on GeM portal against the bid must be ink signed & stamped or Digitally signed by the Authorized Signatory. (Format is for purpose of guidance only and deviation in the wording can be accepted.)
8)	Outline dimensional and cross sectional drawings	The bidder is required to upload the Outline dimensional and cross sectional drawings of Cabin(Civil and electrical works) and Approach road.

**Note:**

In case bidder is a holding company, the technical and financial criteria referred to in point no. 2 & 3 above, shall be of that holding company only (i.e. excluding its subsidiary/group companies). In case of bidder is a subsidiary of a holding company, the technical and financial criteria referred to in point no. 2 & 3 above, shall be of that subsidiary company only (i.e. excluding its holding company).

## GENERAL TERMS AND CONDITIONS (GTC)

### 1. INTRODUCTION

The Regional Manager, Central Warehousing Corporation (hereinafter refer to as “CWC” or “Corporation”), Regional Office \_\_\_\_\_, **FOR AND ON BEHALF OF CWC invites e-Tenders through Government e-marketplace (GeM) to select a Successful Bidder “for Supply, Installation, Testing, Commissioning & Stamping, Integration with WMS / ERP /DOS of a new Pit less type 60/100MT ELWB and its Annual Maintenance for a period of four (04) years at CW-\_\_\_\_, under RO \_\_\_\_\_”.**

This bid document has been prepared by CWC and the information contained in this document has been developed on the best endeavour basis. Tender document includes Notice Inviting Tender (NIT)

- Pre-Qualification Criteria (PQC)
- General Conditions of Contract
- Scope of Work
- Special Conditions of Contract
- All Exhibits/Annexures (s)

This document has been prepared to enable the bidders to participate in the tender process and subsequently execute a Contract with CWC

### 2. DEFINITIONS: -

- (a) **Successful Bidder:** - The bidder to whom the contract shall be awarded by CWC.
- (b) **Authorized Signatory:** - The person authorized by bidding firm to submit/ sign the Bid documents.
- (c) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under Public Procurement Policy.
- (d) **'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under Public Procurement Policy.
- (e) **Local Content:** - ‘Local Content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- (f) **Local Content (LC) in Services** shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within the country.
- (g) **Non-Local Supplier:** - ‘Non-Local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%.
- (h) **L-1:** - L1 means the lowest tender or lowest bid or the lowest quotation received in a Tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- (i) **Margin of Purchase Preference under MII:** - Margin of purchase preference means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. **The margin of purchase preference shall be 20%, subject to price match quoted by L1 bidder.**
- (j) **Margin of Purchase Preference under MSE:** - Margin of purchase preference means the maximum extent to which the price quoted by a MSE Bidder may be above the L1 for the purpose of purchase

preference. **The margin of purchase preference shall be 15% subject to price match quoted by the L1 bidder.**

### **3. STATUS OF THE DOCUMENTS**

The tender documents are not an offer by CWC to sell or part away with any of its assets and facilities or sites, neither in part nor in full, but is only an offer to allow an entity to provide the services.

### **4. SITE VISIT**

The bidders are advised to visit the respective site before submitting the tender, satisfy with the terms and conditions listed in this document, information in respect of the site where services are to be provided, study documents and demonstrate a thorough understanding of the site condition, operation, costs and returns. No dispute, as regards the information in respect of any of the site where services are to be provided, shall be entertained after submission of bid.

### **5. ADDITIONAL INFORMATION TO BIDDERS**

- a) The proposals that are incomplete in any respect or those which are not consistent with the requirements as specified in this-Tender or which do not contain any of the documents as per the specified formats prescribed in the-Tender would be considered non-responsive and would be summarily rejected. Adherence to formats, wherever specified, is must. Non-adherence to formats may be a ground for declaring the proposal non-responsive.
- b) All communications and information should be provided in writing and in English or Hindi language only.
- c) All communications and information should be addressed only to the Regional Manager, CWC.
- d) All the communications and information provided should be legible.
- e) The Bidder shall be responsible for all costs associated with the preparation of the Proposal. CWC shall not be liable to and subjected to any financial implication whatsoever, including, for any costs, regardless of the conduct or outcome of this tender process.
- f) Bidders shall be able to create representations on GeM, within 1 day for Bids with Bid duration between 3 to 5 days, within 2 days for Bid duration between 6 to 9 days & within 4 days for Bids with Bid duration of 10 or above days. CWC shall respond to the bidder's representations at least 24 hours before the Bid end date and time on GeM only.
- g) CWC may scrap the tender enquiry without assigning any reason at any time before the signing of the Agreement. In case, the tender enquiry is scrapped, CWC will not be liable for any loss or cost to Bidder. However, EMD, if any deposited by bidder, will be refunded back.
- h) In case any bidder is debarred either during the bidding process or after award of contract, the details of such Debarred bidder will also be published on the website of Corporation. It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/ acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers.
- i) CWC is already registered on the TReDS platform i.e. M/s A. TREDS (Invoicemart), Mumbai with Entity ID No. 1000019533.
- j) MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want.
- k) Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

### **6. VALIDITY OF TERMS OF THE BID/ PROPOSAL**

- a) Each Bid shall be deemed to be a firm and irrevocable offer, and shall remain valid and open for a period of Ninety (90) days from the opening of Technical Bid.
- b) In exceptional circumstances, such time period may be extended by another thirty (30) days upon

- mutual consent between Corporation and technically qualified bidders through GeM portal only.
- c) After opening of price bids in GeM, the extension will be regularized through GeM with L-1 bidder.
  - d) CWC shall raise the request for extension of validity through GeM & bidders shall be required to accept it within 48 hours. Bidder may refuse the request without forfeiture of his EMD.
  - e) In case of such extension, the bidder shall not be permitted to modify its original offer/proposal in any respect during the extended period. In case, the consent is not provided by the bidder within stipulated time for extension of bid, the entire tender enquiry shall be scrapped.

## **7. EARNEST MONEY DEPOSIT (EMD)**

### **a) Submission of EMD:**

- (i) Bid must be accompanied with proof of payment of EMD remitted through Fund Transfer in the bank account mentioned in the Tender Notice.
- (ii) Bid not accompanied with EMD shall be liable for summary rejection.

### **b) Exemption from Submission of EMD:**

- (i) The bidder participating under the category MSEs registered on UDYAM portal are exempted from payment of EMD payable to CWC subject to furnishing the proof of they being so registered under the said portal. The Registration of such bidder under MSE Notification should be valid as on last date of submission of tender.
- (ii) 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).
- (iii) Additionally, Bidders who are exempted by GeM from submission of EMD will be considered exempted for submission of EMD.
- (iv) The bidders not allowed by GeM for exemption of EMD, such as MSEs who have not updated their status/UDYAM on GeM or Startups who are not registered accordingly on GeM etc., shall not be eligible for exemption of EMD.

### **c) BID SECURITY DECLARATION (BSD)**

- (i) Submission of BSD in the format as per concerned Exhibit attached with this tender document is mandatory for all the bidders who are exempted from submission of Earnest Money Deposit.
- (ii) Non submission of BSD shall lead to summarily rejection of the Bid.

### **d) REFUND OF EMD**

- (i) In case of two packet or two stage bidding, EMD of unsuccessful bidders during first stage i.e. technical evaluation should be returned within 15 days of declaration of result of first stage itself.
- (ii) Earnest money of unsuccessful bidders during second stage i.e. Financial Evaluation, shall be returned within 15 days after the award of contract or expiry of bid validity, whichever is earlier.
- (iii) Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / PBG.

### **e) FORFEITURE OF EMD & DEBARMENT OF BIDDER**

- (i) The bidders shall be debarred by Corporation for participating in future tender enquiries for a period of two (02) years and EMD will be forfeited, if deposited, in case the bidder:
- (ii) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
- (iii) Fails to furnish requisite performance security within stipulated time required as per e-bid; or
- (iv) in the event of bidder, not accepting the offer and/or not formally executing the contract after

acceptance of bid/proposal by CWC within the stipulated time period.

## **8. PRE-BID MEETING**

- a) If a Pre-bid meeting is stipulated in the E-Tender Notice, a pre bid meeting shall be conducted before submission of tender documents for clarifying issues and clearing doubts, if any.
- b) The record of such meeting (Response to queries/Clarifications/ Corrigendum etc.) shall be published on the website of CWC, <https://eprocure.gov.in/cppp/> and on [www.gem.gov.in](http://www.gem.gov.in) at least 07 days before the last date of bid submission.
- c) CWC shall not adopt any separate communication method in this regard other than as mentioned above.
- d) CWC reserves the right to make any alterations in the bid document based on the suggestions/ decisions arrived at the pre-bid meeting.

## **9. BID SUBMISSION AND AUTHORIZED SIGNATORY**

- a) GeM portal shall not allow to submit the bids after the last date and time as depicted in this document. Thus, bidders are requested to kindly ensure timely submission of the bids to avoid last time rush. Any request for extension of timelines owing to Technical Problem in GeM portal etc., due to last minute submission shall not be entertained.
- b) The bidder must furnish full, precise and accurate details in respect of information asked under concerned Exhibits attached with this Tender Document.
- c) Bidder is required to submit an Undertaking on Unconditional Acceptance as per concerned Exhibit attached with this Tender Document.
- d) Bid should be signed by Authorized Signatory by issuing Power of Attorney in the Format prescribed (for guidance only and deviation can be accepted) under concerned Exhibit attached with this Tender Document. All the documents submitted under this tender (Technical/ Pre-Qualification/ Financial document/ Annexures/ Exhibits/ Undertakings or any other document submitted in support of bid) are to be ink signed/ digitally signed by the authorized signatory.
- e) Power of Attorney (POA) to be issued by the bidder in favour of the authorised representative(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder. Any consequence resulting due to such signing shall be binding on the Bidder.
- f) The POA shall be supported by Board Resolution in case of Company/PSU/Statutory Body. Further, POA is not required, in case bid is being signed by Person Authorized by Board of Directors by way of Board Resolution.
- g) The Power of Attorney shall be issued as per the constitution of the bidder as below:
  - i. In case of Partnership: by all Partners or Managing Partner as per Partnership Deed
  - ii. In case of Limited Liability Partnership: by any Person authorized in terms of Deed of LLP
  - iii. In case of Company/PSU/Statutory Body: by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly signed by Company Secretary / MD / CMD / CEO.
  - iv. In case of Cooperative Society: by Managing Members of Cooperative Society or by the designated member authorized under Bye Laws.
- h) The Power of Attorney/Board Resolution should be valid till award of contract / order to successful bidder.
- i) Bidder shall submit their offer in electronic format on GeM portal ([www.gem.gov.in](http://www.gem.gov.in)) on or before the scheduled date and time as mentioned on GeM portal. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.
- j) Advisory for using Digital Signatures while submitting the bid:**
  - i. On GeM, bidders can upload their supporting documents against respective fields/criteria. As such, bidder can manage their documents in multiple PDFs having size less than or equal to 10

- MB.
- ii. The Authorized Signatory can sign digitally on each PDF document (Preferably on last page of each PDF). Signing Digitally on each page of a PDF document shall not be required.
  - iii. However, bidders may ensure that once digitally signed, there must be no editing on the signed PDF such as merging with other files/ de-merging etc.
  - iv. Bidders must ensure that CWC should be able to validate the signatures. The Bidders can verify the same by using steps detailed under “ <https://cewacor.nic.in/docs/VDS.pdf> “, before uploading the documents.

## 10. AMENDMENT OF BIDDING DOCUMENTS

- a) At any time prior to the 'Bid Submission Date', CWC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing corrigendum.
- b) Any corrigendum thus issued shall be an integral part of the Tender Document and shall be published on the GeM portal, CPP Portal and website of the Corporation. Bidders have to take into account all such corrigendum before submitting their Bid.
- c) CWC, if considered necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof. In any case and as per mandate of GeM, minimum 7 days will be given after publishing of Corrigendum.
- d) All such communications shall be published on GeM and [www.cewacor.nic.in](http://www.cewacor.nic.in) and on <https://eprocure.gov.in/cppp/> . No other mode of communication shall be adopted.

## 11. DESCRIPTION OF THE SELECTION PROCESS

The selection process would consist of the online submission of proposal/bid by the interested parties in response to this NIT. The proposals received would be subject to a two-step evaluation as below:

**Step 1:** Technical Evaluation based on documents submitted

**Step 2:** Financial Evaluation based on financial bid submitted.

### a) Opening and evaluation of technical bid:

- i. The Technical Bid of the bidder would be opened on the specified date and time as per Notice Inviting Tender (NIT) at the CWC, Regional Office in the presence of one representative from each bidder, if deputed.
- ii. Bidder to note that the Financial Bid should be submitted separately and independent of the technical bid. In case, financial bid forms part of the technical bid, the bid shall be summarily rejected by CWC.
- iii. The objective of the technical evaluation process is to select bidder(s) who have the commercial and operational strength to provide the services. The bid(s)/proposal(s) shall be evaluated as per the criteria specified in Tender Document. However, within the broad framework of the evaluation parameters as stated in this Tender Document, CWC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.

### b) Obtaining Missing Documents and Specific Clarification:

- i. Except the mandatory documents that are to be submitted by the bidder, the Corporation, if necessary and at its sole discretion, may ask the tenderer for any specific information/ clarification/document. The required clarification and missing document(s) may be asked from only those bidders who have fulfilled the minimum eligibility criteria and it must be uploaded within time specified in GeM Bid Document.
- ii. The shortfall information/ documents shall be sought only against the documents/ information

already submitted by the bidder in technical documents and also in case of historical documents which pre-existed at the time of the tender opening & have not undergone any changes since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of tender, only related shortfall documents shall be solicited and considered. For eg.:- if the bidder has submitted a supply order without its completion/ performance certificate, the certificate can be solicited and considered. However, no new supply order shall be solicited / considered during the clarification.

- iii. The missing documents to be submitted should not be of a date later than the date of submission of original bid, however, for example, Net Worth Certificate, Affidavit of Proprietary Firm, Undertaking, Declarations and General Details of Bidder, and Pre-Contract Integrity Pact submitted as missing documents can be of a date after the date of submission of original bid.
- iv. Corporation well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), clerical errors, signature missing on any page which does not constitute a material deviation.
- v. The required clarification and missing document(s) may be solicited by the Corporation from bidders through GeM only.
- vi. 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.
- vii. The tenderer has the option to respond or not to respond to these queries. 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.
- viii. 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 shall prevail over the earlier information for the technical evaluation process.
- ix. The procedure followed for soliciting the Technical Clarifications shall be as per the procedures stipulated by GeM. The bidder shall be required to submit the clarifications within the stipulated time as mentioned in the bid. Earliest reply must be ensured by the bidders as Corporation shall not be liable for any Technical Issue in GeM platform. The bidders may contact GeM helpdesk for any support/ clarifications.
- x. After expiry of prescribed time, Corporation shall download the clarification and missing document(s) submitted by the bidder.
- xi. Bidder to refer clarification and missing document(s) manual available on GeM portal <https://www.gem.gov.in> or seek assistance from the Helpdesk.

### **c) Rejection of Bid**

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/rejected during the initial scrutiny:

- i. The bid or the bid document(s) is/are not legible;
- ii. Required EMD has not been deposited by Non exempted bidder or Bid Security Declaration as per format of the concerned Exhibit attached with this document has not been received from Exempted Bidders;
- iii. 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.
- iv. The bidder has not quoted for all the items, as specified in Financial Bid.
- v. The bidder has not agreed to all the Contract conditions and submitted conditional/qualified bid.



- vi. Financial bid forms part of the technical bid, the bid shall be summarily rejected by CWC
- vii. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm)

**d) FINANCIAL BID EVALUATION**

- i. Bidder to note that the financial bid should be submitted separately and independent of the technical bid. In case, financial bid forms part of the technical bid, the bid shall be summarily rejected by CWC.
- ii. Bidder is required to indicate offer price in the Price break up format as per concerned Exhibit attached with this Tender Document. Complete breakup of price, as required, must be indicated and attached at relevant place in GeM Portal.
- iii. In case, the Price break up format is attached as Excel Format with the bid, then the bidder shall be required to fill the excel sheet and save the same as PDF format and then submit the same in PDF Format on GeM, duly signed and stamped/ digitally signed by the Authorized Signatory as GeM allows the bidder to submit only PDF document in the bid.
- iv. The bidder has to quote total price (Incl of GST & other Taxes) on GeM and as well as in the Price Bid format.
- v. Corporation may reject un-justified/incomplete price bids during the financial evaluation. The decision of Tender Awarding Authority in this regard shall be final and binding.

**e) OBTAINING JUSTIFICATION FOR UNJUSTIFIED/INCOMPLETE FINANCIAL BID**

**Scenario-1- Non Submission of Price bid break up Document**

- i. In case, upon opening of the financial bid of the bidders, it is found that the bidders have not submitted the Price break up format/or submitted wrong document then Corporation may use Justification functionality available on GeM for soliciting the desired Price break up format and bidder shall be required to reply the same, through GeM only, by submitting the Price breakup in PDF format.
- ii. In case, no reply has been received from bidder, the same shall lead to dis-qualification of their bid.
- iii. The time limit for submitting the response by the bidder to the Justification request is 48 Hours (fixed by GeM) from raising of request.

**Scenario-2- Difference in Rates quoted in GeM and filled in Price break up Document**

- i. The rates quoted in financial document uploaded by bidder may differ as compared to rate quoted by them on GeM due to calculation mistake/ non-consideration of prices of any line item or due to any reasons thereof, then the bidder shall mandatorily be required to match the total rates quoted under the financial document and on GeM.
- ii. In case of any difference in price quoted by the bidder on GeM and in price quoted in the uploaded Price break up document, then following procedure shall be adopted: -
  - a) Revised Price break up document will be asked, by way of Justification request on GeM, from bidders whose amount as quoted on GeM and amount as per Price break up document is not matching.
  - b) The bidder shall be mandatorily required to reply to the justification request through GeM only and submit the revised format strictly matching the rates quoted on GeM.
  - c) If bidder does not reply to the justification request and request gets expired on GeM, then their financial bid shall be rejected.
  - d) The time limit for submitting the response by the bidder to the Justification request is 48 Hours (fixed by GeM) from raising of request.
- iii. Cases, where, after calling of justification, it is established that rates quoted on GeM is incorrect and amount quoted in Price break up document is correct, then following procedure shall be adopted:



**In case rate quoted by L1 bidder on GeM is higher than the rates filled/ quoted in the financial document:**

- a) Corporation shall first use the justification functionality available on GeM for getting the confirmation from the L1 bidder for matching the rate quoted on GeM and in financial document.
- b) If required during above justification, Corporation may also call revised price bid format duly filled and signed by Authorized Signatory in order to have consent of the bidder for matching the prices.
- c) After receipt of reply to the Justification through GeM, then:-
  - If price match is agreed by bidder, then Corporation shall use Negotiation functionality available on GeM to revise the total rates quoted by the L1 bidder as per their financial document.
  - The bidder shall be mandatorily required to reply to the negotiation request for correcting their rates. If the rates on GeM are corrected, then only the bid shall be considered for further evaluation, otherwise, Corporation may again raise the justification request and can reject the justification for dis-qualification of the bidder and go ahead with remaining Technically qualified bidders.
  - The negotiation functionality shall only be used to get the price corrected as contract on GeM is awarded based on the rates quoted by bidder on GeM. Thus, it is prudent to get the rates corrected.
- d) This process shall be repeated till final L1 bidder is decided.
- e) No separate mode of communication other than GeM shall be adopted by Corporation. Further, Corporation shall not be liable for any non-communication/ or non-timely address by the concerned bidder.

**If rates quoted on GeM is lower than the rates filled/ quoted in the financial document: -**

- a) If after giving the justification window, the bidder does not match the price quoted on GeM with as mentioned in Price bid document, then the financial bid of bidder shall be liable to be rejected and go ahead with remaining Technically qualified bidders.
- b) No separate mode of communication other than GeM shall be adopted by Corporation. Further, Corporation shall not be liable for any non-communication/ or non-timely address by the concerned bidder.

**f) SELECTION OF LOWEST BIDDER**

- a) The tenderer shall quote one absolute rate as explained in the methodology for offering/quoting of price bid. The tenderer quoting the lowest rate will be declared L-1.
- b) In case where more than one bidder is found to have quoted identical lowest bid price, CWC shall place the contract by selection of a bidder amongst the L-1 bidders through Auto run L1 executed by GeM.
- c) In case purchase preference is applicable to MSE or MII, L1 will be decided after adoption of due procedure on GeM.

**g) CONTACTING CWC DURING THE EVALUATION**

Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable to rejection. From the time of bid submission to awarding the contract, no Bidder shall contact the Corporation on any matter relating to the submitted bid. If a Bidder needs to contact the Corporation for any reason relating to this tender and/ or its bid, it should do so only in writing electronically. Any effort by a Bidder to influence the Corporation during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

## 12. BID PRICES

- a) **Competitive and Independent Prices:** - The prices should be arrived independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
- i. those prices; or
  - ii. the intention to submit an offer; or
  - iii. the methods or factors used to calculate the prices offered.
  - iv. The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.
- b) **Price Components**
- i. The prices quoted by Bidder shall include all cost towards satisfactory completion of works as per technical specification, including cost of material, labour, Tools and Plants, Consumables, Sundries, site establishment, overhead, Successful Bidder Profit, Water charges, cost of incidental goods & services, cost towards testing and measurement and Taxes as applicable.
  - ii. The Prices quoted by the bidders shall be inclusive of GST and all applicable taxes, Building and Other Construction Workers Welfare Cess (As applicable), Levies, Duties on materials or services and on complete works in respect of this contract.
  - iii. The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental goods/ works to be supplied, location of the bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, cost of watch and ward of bidder's material through private security, Mining & Forest etc in India.
  - iv. Central Warehousing Corporation will not entertain any claim, whatsoever in this respect.
- c) **Price Variation:** - The Price quoted by the bidder and accepted by CWC, shall remain firm during the currency of contract including the extended period, if any extended due to any reason attributable to either CWC or Successful Bidder or Force majeure. No claim, whatsoever shall lie against the Corporation on account of any variation, escalation etc. in the rates in market during contract.
- d) Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

## 13. CHANGE IN CONSTITUTION OF BIDDING ENTITY/SUCCESSFUL BIDDER

- a) Once the tender has been submitted, the constitution of the Partnership firm/LLP shall not be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from CWC and in any case the minimum eligibility criteria should not get vitiated.
- b) The Successful Bidder shall not, during the currency of the contract, make any change in its constitution, without the prior approval of the Corporation.
- c) The Successful Bidder shall immediately notify to the Corporation in case of happening of an event that leads to an automatic change in its constitution. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.
- d) The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the CWC and the Bidder shall have no claims what-so-ever.

- e) Any change in the constitution of Partnership firm after award of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed.
- f) Failure to observe this requirement shall be considered a breach of the contract conditions liable for termination of the contract.
- g) If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected. In case the Bidder fails to inform CWC beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for termination of the contract.

#### 14. VERIFICATION OF ORIGINAL DOCUMENTS

- a) Corporation, at its discretion, may ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the technical bid. The credential documents of financial and experience criteria shall also be got verified from the authority/ office who has issued such documents. If so decided, the photocopies of such self-certified documents and the credential documents verified from issuing office/ authority shall be kept in the records as part of the contract agreement.
- b) If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents or it is found at any stage of tendering process that documents submitted in bid is/are fabricated/ tempered/ forged/ altered/ manipulated/ false then it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as non-responsive, bidder shall be disqualified and the evaluation of Bids shall proceed with the subsequent ranked offers.
- c) If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents or documents submitted in bid is/are fabricated/ tempered/ forged/ altered/ manipulated/ false if found even after placement of LOA or signing the contract or then Corporation reserves the right to terminate the contract, forfeit of EMD and encashment of Performance Security, whichever is available at the time of termination. In addition to above (disqualification of bidder or termination of contract as the case may be), other punitive actions shall also be taken to blacklist/debar the bidder from future participation in tenders of the Corporation for next two (02) years.

#### 15. PERFORMANCE SECURITY {BANK GUARANTEE}

- a) Successful bidder is required to submit Performance Security in the form of Bank guarantee (BG) issued in the format attached with this Tender Document from Scheduled Commercial Bank 5% of the award value including GST.
- b) Bank Guarantee must be valid for at least 60 days **beyond** the scheduled completion of Contract with claim period of at least **6 months beyond** the expiry of Bank Guarantee.
- c) Performance Security must be submitted by Seller to the Buyer within 15 days of award of contract on GeM/ LOA whichever is earlier. The payments to the seller shall become due only after receipt of Performance Security by the Buyer and verification of its genuineness. No interest shall be payable upon the BG by the Seller to the Buyer under the Contract.
- d) In case of failure to deposit the Bank Guarantee by the Successful Bidder within stipulated time, an extension of maximum additional 15 days can be granted by the CWC at its discretion however, such an extension shall be subject to a levy of penalty at the rate of 0.1% per day of delay of the amount of such BG.
- e) If the successful bidder, having been called upon by Corporation to furnish BG, fails to do so within the period as specified above and even up to last date of extended period, if extended, the contract shall be terminated without any notice to successful bidder, duly forfeiting EMD and other dues, if any payable against the contract. The failed successful bidder shall be debarred from participating in future tender of the Corporation for next two (02) years from the date of debarring.
- f) In case, when bidder, whose bid has been accepted, fails to sign the contract as may be required, or fails to provide (BG) as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Corporation shall cancel the procurement process.
- g) If requested by the Corporation due to change in date of completion of Contract, the successful bidder

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

- h) If the successful bidder fails or neglects to observe or perform any of his obligations under the contract or fails to extend the validity of submitted Bank Guarantee, it shall be lawful for the Corporation to forfeit either in whole or in part, the Performance Security furnished by the successful bidder.
- i) In case, some partial amount is to be recovered by Corporation from successful bidder, then Corporation may revoke the complete BG and can recover the desired amount. The balance amount shall be paid back to the service provider as and when new BG of full amount is submitted by the successful bidder.
- j) Upon satisfactory performance of the Services and on completion of all the obligations by the Successful Bidder under the terms of the Contract on submission of No Claim/Demand Certificate from the Successful Bidder, the Bank Guarantee will be refunded to the Successful Bidder after completion of services.
- k) If the Successful Bidder had previously held any contract and furnished Performance Security, the same shall not be adjusted against this Contract and a fresh Performance Security shall be required to be furnished.
- l) SFMS Verification of Bank Guarantee:**
  - a) The bank guarantee submitted by the successful bidder shall be verified online through SFMS and no physical verification will be conducted.
  - b) For this purpose, the Bank Guarantee issuing bank shall send cover for Bank Guarantee issued, through SFMS platform to the CWC Banker i.e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:
    - c) MT760 COV for issuance of bank guarantee.
    - d) MT767 COV for amendment of bank guarantee.
    - e) Issuing bank shall mention CWC beneficiary code i.e. CENTRALW27112020 in field 7037 of MT760 COV / MT767 COV.
    - f) The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.
    - g) The BGs not complying to the SFMS guidelines stipulated above, shall not be accepted.

## **16. EXECUTION OF THE CONTRACT**

- a) The details of award of contract shall be published by CWC on website of Corporation { [https://cewacor.nic.in/MasterStatic/Contract\\_awarded](https://cewacor.nic.in/MasterStatic/Contract_awarded) } and CPP portal { <https://eprocure.gov.in/cppp/> }.
- b) The successful bidder shall be required to accept the contract order placed by Corporation through GeM. For assistance in accepting the contract order on GeM, the bidder may contact GeM helpdesk.
- c) The signing of contract shall take place within 15 days of date of award of LOA/ contract order through GeM to successful bidder by Corporation.
- d) During the signing of contract, following activities shall take place: -
  - i. The bidder shall be required to enter into a contract with the Corporation strictly in the format of Agreement attached under Concerned Exhibit of this Tender Document. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value.
  - ii. Submission of Performance Bank Guarantee.
  - iii. The successful bidder shall sign and stamp the complete tender document along with Corrigendum(s) issued (if any) and bid documents submitted by successful bidder during Technical/ Financial Bid or Clarifications documents etc.
  - iv. (If Applicable) The Bidder/s shall require to sign the Integrity Pact with CWC strictly as per format attached in concerned Exhibit with this Tender Document on a Non-judicial stamp paper of Appropriate value.
- e) The contract shall be executed within 15 days of date of award of LOA/ contract order through GeM to successful bidder by Corporation, failing which the Contract is liable to be terminated.
- f) The Tender Accepting Authority may at his discretion, however, on a specific request by the successful Bidder, give additional time to the Bidder to furnish the BG and execute the Agreement,

which in any case shall not exceed more than 30 days in all, including the original 15 days period from the date of award of LOA/ contract order through GeM to successful bidder by Corporation.

#### 17. DISQUALIFICATION CONDITIONS

- a) Unless considered for dis-qualification under any other clause of this tender document, the bidder may also be dis-qualified for following reasons:
- b) Bidders who have been blacklisted or otherwise debarred by CWC 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.
- c) Bidders contract should not have been terminated for Bidder's default by CWC or any department of Central or State Government or any other Public Sector Undertaking during the last five years as on last date of submission of bid.
- d) If the proprietor / any of the partners of the Bidder firm / any of the Director of the Bidder company have been, at any time, convicted by a court, for an offence, such Bidder will be ineligible.
- e) Any qualified/conditional bid shall be liable for outright rejection by CWC without assigning any reason whatsoever.
- f) Bidders needs to submit a Declaration to this regard, as per relevant exhibit attached in this tender document.
- g) 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) will render the Bidder disqualified.
- h) A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.
- i) Bidders who have been declared bankruptcy under the IBC Code 2016 or any other laws in existence by any competent authority or any department of Central or State Government will be ineligible.

#### 18. TRANSFER AND SUBLETTING OF THE CONTRACT

- a) The successful bidder shall not sublet, transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is stipulated in this contract, or any part thereof.
- b) In case, it is found that the bidder has transferred or has sublet the contract, then Corporation may terminate the Contract under Default by bidder and shall levy necessary penalties as per the concerned Termination Clause.
- c) **Subcontracting:** -The Successful Bidder shall not subcontract the Services or any part of the Services without the prior written approval of the Corporation.

#### 19. CODE OF INTEGRITY

Successful Bidder s should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts, failing which Corporation may consider the bid to be non-responsive & may reject the bids or to terminate the contract: -

- a) **“Corrupt practice”:** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- b) **“Fraudulent practice”:** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- c) **“Anti-competitive practice”:** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Corporation, that may impair the transparency,

fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- d) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- e) **“Conflict of interest”**: A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder: -
  - i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - ii. receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
  - iii. has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principals. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
  - iv. has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the CWC regarding this Tender process; or
  - v. participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-Successful Bidder in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-Successful Bidder in more than one bid; or
  - vi. has a close business or family relationship with a staff of the CWC who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the CWC throughout the Tender process and execution of the Contract.
- f) **“Obstructive practice”**: materially impede the CWC’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the CWC’s rights of audit or access to information.

## 20. INTELLECTUAL PROPRIETARY RIGHTS AND OWNERSHIP

- a) All rights, title and interest in the successful bidder’s provided services to Corporation and in any process followed by successful bidder for the provision of any services here under shall always vest in Corporation, unless the services are of proprietary in nature.
- b) Copying of the software application data of CWC, if any accessed by successful bidder during their engagement with CWC, except for specified purposes, are expressly prohibited.
- c) The successful bidder shall ensure that the documents, data, information etc are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by CWC. The confidential information will be safeguarded and the shall take all necessary actions to protect Corporation and its customers, and Government of India’s interest against misuse, loss, destruction, alterations or deletions thereof. Any violation of the same will be liable for action under the law, which shall entitle Corporation to claim damages from the apart from taking action under the appropriate law. This is an irrevocable condition and it will continue to be in force even if the agreement between the Corporation and is terminated.

## 21. PROCEDURE FOR BLACKLISTING/ DEBARRING ANY BIDDER

- a) In the event where CWC blacklist or debar any bidder or firm owing to any reason as stipulated in this tender document, then the same shall also mean debarring/ blacklisting of: -
- i. Proprietor in case of proprietorship firm(s).
  - ii. All Partners in case of Partnership firm(s)/ LLP firm(s).
  - iii. All Directors in case of Pvt Ltd/ PSUs/ any company under Companies Act 2013.
  - iv. All members of the Co-Operative societies.
- b) The address and details of the blacklisted/ debarred firm(s) including the details and names of proprietor/ partners/ directors/ members, as per information available in the Technical Bid or through websites on Public Domain, shall be published on the website of CWC and CPP portal along with the period of blacklisting or debarment.

## 22. VITIATION AND SETOFF

- a) **VITIATION:** - During the contract period, Corporation shall keep a check by comparing the total value of contract including the itemized rate quoted by bidder and quantity with all other bidder's total contract value, including the itemized rate quoted by them, to determine whether the contract is getting vitiated. In case, there is vitiation, then the vitiated amount shall be recovered from the successful bidder's bill/ BG.
- b) **SETOFF:** Any sum of money due and payable to the Successful Bidder 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 Successful Bidder with the Corporation.

## 23. PUBLIC PROCUREMENT POLICY

### a) Purchase Preference to Make in India (MII)

1. The bidders eligible under the definition of Class-I (having local content of goods/ services more than or equal to 50%) & Class-II (having local content of goods/ services more than or equal to 20% to 50%) Local Supplier **shall only be eligible to participate.**
2. Non-Local suppliers i.e. suppliers having local content less than 20% shall not be eligible to bid i.e. **Bids having a local content of less than 20% shall be summarily rejected.**
3. The purchase preference shall be given to **Class-I local suppliers only.**
4. **Class-II local supplier will not get purchase preference.**
5. **Verification of local content:**
  - (a) The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of **local content and provide self-certification (As per format attached under concerned Exhibit)** that the goods/ services offered meets the local content requirement for Class-I local supplier/ Class-II local supplier, as the case maybe They shall also give details of the location(s) at which the local value addition is made.
  - (b) Decisions on complaints relating to implementation of this Order shall be taken by the Tender Awarding Authority which is empowered to look into procurement-related complaints relating to the CWC.
  - (c) False declarations will be in breach of the Code of Integrity and necessary action as per Terms of Tender will be initiated.
  - (d) Any bidder who has been debarred by any Organization for violation of this Order shall not be eligible for preference under this Order for procurement by any other Corporation for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.
  - (e) Non-submission of proof, as per Exhibits mentioned above, shall lead to consideration of the bidders as non-local supplier and price preference related to Make in India shall not be provided.

b) **Purchase Preference for Micro and Small Enterprise**

1. The bidder must ensure that they are registered & verified on GeM as MSE and should apply for price preference while submitting the bid, if eligible.
2. **In case, the eligible bidders for price preference under MSE policy, do not apply for MSE price preference while submitting the bid on GeM, then no price preference shall be provided** and Corporation shall not be liable for providing any clarification to the bidder.
3. MSEs are advised to update their latest status on GeM portal also to avoid complications during the evaluation. Corporation shall verify the MSE status of the Bidder based on the submitted valid UDYAM registration number before giving any type of exemption/preference under this Tender.
4. The benefit of policy is not extended to the traders/dealers/Distributors /Stockiest/Wholesalers.

c) The price preference shall be ensured in line to the guidelines by Government of Expenditure for concurrent application of public procurement policy for MSEs & MII and as updated time to time. The process flow stipulated on GeM platform for price match request shall be adopted which shall be final and binding on Corporation as well as on the bidders.

d) **Compliance of Restrictions on procurement from a Bidder of a Country which shares Land Border with India: -**

- a. Any bidder from a country which shares a land border with India will be eligible to bid in this Tender only if the Bidder is registered with the Competent Authority.
- b. "Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- c. "Bidder from a country which shares a land border with India" for the purpose of this Order Means: -
  - i. An entity incorporated, established or registered in such a country; or
  - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
  - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iv. An entity whose beneficial owner is situated in such a country; or
  - v. An Indian (or other) agent of such an entity; or
  - vi. A natural person who is a citizen of such a country;
- d. The beneficial owner for the purpose of above will be as under:
  - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means:

**Explanation –**

- ❖ "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
  - ❖ "Control" shall include the right to appoint majority of directors or to control the management or policy decisions including by virtue of their shareholding of management rights or shareholders agreements or voting agreements.
- ii. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one of more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical



- person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  - vi. An Agent is a person employed to do any act for another, or to represent another in dealing with third person.
  - vii. Such Bidder shall need to submit an undertaking in the format as per **concerned Exhibit attached with the Tender Document along with the proof of registration with competent authority.**

**e) Note: -**

- i. Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.
- ii. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of submission of Bid. If the Bidder was validly registered at the time of submission of bid, registration shall not be relevant consideration during contract execution.

**24. CORPORATION INFORMATION**

- a) The Corporation shall provide the Corporation Information to the Successful Bidder as specified in the Scope of Work. The Corporation makes no representation or warranty as to the accuracy or sufficiency of the Corporation Information.
- b) The Successful Bidder shall review the Corporation Information and shall promptly notify the Corporation of any inaccuracies, omissions, contradictions or ambiguities in the Corporation Information.
- c) All Corporation Information shall at all times remain the exclusive property of the Corporation and shall be returned to the Corporation on completion of the Services or termination of the Contract, whichever is the earliest.
- d) The Corporation Information may be updated or re-issued to the Successful Bidder from time to time during the carrying out of the Services.
- e) The Successful Bidder shall not diverge from or change the requirements or parameters referred to in the Corporation Information or the Scope of Work without the prior written approval of the Corporation.
- f) **Deemed Satisfaction: -** Notwithstanding the provision of the Corporation Information, the Successful Bidder acknowledges that it has satisfied itself in respect of all relevant matters pertaining to the Services, including, but not limited to, the Scope of Work, the nature of the Services, knowledge of Site/ place of operation, size of the place of operation, access to the Site, local facilities, climatic, sea, other water and weather conditions, working hygiene and working environment conditions, any security, fire, safety or other regulations which may affect the execution of the Services, existing facilities and all matters whatsoever affecting the execution of the Services and all other matters which may affect the performance of the Services. Any failure by the Successful Bidder to take into account any of the aforementioned matters shall not relieve or excuse the Successful Bidder from any of its responsibilities, liabilities or obligations hereunder or entitle the Successful Bidder to any extra payment.

**25. HEALTH, SAFETY AND ENVIRONMENT**

- a) **Safety: -** The Successful Bidder shall observe and comply with all laws, regulations, restrictions, guides and issued by any authority having jurisdiction in the respect of the Site relating to health,

safety and environment.

- b) **Obligations of Successful Bidder:** - It shall be the Successful Bidder 's obligation to determine at all times whether the Services can be safely continued or undertaken including, without limiting the generality of the foregoing, determining by the Successful Bidder 's own inspection that all Successful Bidder 's Equipment is loaded and/or stored in a proper and safe manner and that the Successful Bidder 's Equipment is in all respects suitable to undertake the Services in the then existing conditions. Further, Successful Bidder shall ensure that equipment or rubbish in any form originating from the Services will be collected promptly in a place at the Site suitable for ready and prompt removal there from.
- c) **Responsibility for Safety of Successful Bidder's Personnel:** - The Successful Bidder Shall,
  - i. throughout the duration of the Contract be responsible for the safety of their Personnel and agrees that the Successful Bidder 's Personnel, whilst on the Site.
  - ii. at all times provide appropriate and adequate personal protective equipment and safety equipment to their Personnel.
  - iii. have proper arrangements in place for the effective supervision of the execution of the Services by their Personnel so as to ensure safe and proper execution of the Services.
- d) **Compliance with Corporation's Instructions:** - Without prejudice to the foregoing provisions of this Clause, the Successful Bidder shall comply with all safety instructions of the Corporation consistent with the provisions of the Contract including, without limitation, the safety instructions of any of the Corporation's other service providers.
- e) **Emergency:** - Notwithstanding any other provisions of this Clause, the Corporation shall be entitled in the event of any emergency (including, without limitation), with immediate effect, to direct the Successful Bidder 's Personnel as it considers fit and to use as it considers fit all or part of the Successful Bidder 's Equipment, if any.
- f) **Reporting:** - The Successful Bidder shall immediately inform the Corporation in writing when an incident or accident occurs (including, without limitation, any fatality, lost time incident, medical treatment case, first aid case near miss or any other loss related incident) in any way connected with the Services, whether or not it may affect any operations of the Corporation or the operations of others working on behalf of the Corporation, and shall maintain accurate records thereof. Any fatality or major accident or incident shall be reported to the Corporation within 24 hours of occurrence.

## 26. REPRESENTATIVES

### a) Corporation's Representative

- i. The Tender Awarding Authority or any official appointed by Corporation shall act in full charge of the Services and shall have full authority to liaise with the Successful Bidder 's Representative(s) to resolve all day to day matters.
- ii. Further, Corporation's representative shall monitor the performance of the Services and shall have the authority necessary to enforce the provisions of this Contract.
- iii. Corporation's representative shall be entitled to inspect the Services and all documentation relating thereto at any time.
- iv. The Successful Bidder shall direct all matters relating to the Contract to the Corporation's representative and shall act only in accordance with their instructions.

### b) Successful Bidder's Representative

- i. The Successful Bidder's Representative(s) shall act in full charge of the Services and shall have full authority to liaise with the Corporation's Representative to resolve all day to day matters which may arise between the Successful Bidder and the Corporation.
- ii. It shall be the duty of the Successful Bidder and/or its Representative to be in regular contact with the offices of the Corporation's representative.

### c) Change of Representatives

Either Party may:

- a) revoke the appointment of any person appointed as that Party's representative and may appoint another person as representative in his/her place; or
- b) appoint any person to be an additional representative for a stated purpose.
- c) Any change of Successful Bidder's representative shall not be effective until a written notice of the same is given to the Corporation's representative.

## 27. DATA

- a) **Delivery of Data:** - The Successful Bidder shall deliver to the Corporation or to any other party designated by the Corporation, all Data, promptly on obtaining such Data. In the event of suspension or termination of the Contract, the Successful Bidder shall immediately deliver to the Corporation all undelivered Data. The Successful Bidder may not retain copies of such Data unless it shall have first obtained the Corporation's written consent. The Successful Bidder shall take all possible measures to ensure that no magnetic medium (tape, disk or other) will be passed through, or otherwise come into the vicinity of, any form of magnetic device during transport of the Data. Prior to the transport of any Data by the Successful Bidder, the Successful Bidder shall advise the Corporation's Representative of the shipping and packing details.
- b) **Ownership of Data:** - All Data shall be the property of the Corporation from the date of its creation or development. No Data created or developed by the Successful Bidder under this Contract shall become the property of the Successful Bidder; provided that the risk and responsibility for the loss of, or damage to, any Data shall remain with the Successful Bidder until delivery of such Data to the Corporation.
- c) All Data shall be fit for the purposes specified in the Contract.
- d) All items created or developed by the Successful Bidder outside the Contract shall remain the property of the Successful Bidder, provided that the Corporation shall have the right to use any such item where it is provided to the Corporation as part of the Services.

## 28. COMPLETION OF THE SERVICES

- a) **Notification by the Successful Bidder:** - Upon completion of the Services (or any part thereof), the Successful Bidder shall notify the Corporation.
- b) **Completion Certificate:** - Where the Corporation agrees that the Services (or relevant part thereof) have been completed in accordance with the Contract, the Corporation may issue a completion certificate (the "Completion Certificate") to the Successful Bidder. Issue of a Completion Certificate by the Corporation shall not relieve the Successful Bidder of any of its obligations and/or liabilities under the Contract.

## 29. PAYMENT

- a) **Bills**
  - (a) The Successful Bidder shall submit the bill(s) to the Corporation, mandatorily digitally signed through Bill Tracking System (BTS). It is to note here that No bills submitted other than through Bill Tracking System (BTS) shall be accepted.
  - (b) In case of abnormal delay in submission of bill (i.e. more than 30 days from the due date of submission, the Successful Bidder shall be liable for penalties on account of statutory default of GST laws, Income Tax and/or any other law time being in force. The decision of the Corporation in this regard shall be final and binding on the Successful Bidder.
  - (c) The supporting documents, as stipulated under the payment terms, shall also be required to be submitted along with the digitally signed invoice through Bill Tracking System (BTS).
  - (d) Additionally, The Successful Bidder shall submit the following information/ documents to the Corporation unless specifically exempted by the Corporation representative in writing:
    - i. Copy of the Permanent Account Number ('PAN') card issued by the Indian Tax authorities,
    - ii. Certified copy of the Certificate issued by Indian Tax Authorities, enabling the Corporation to make payments to the Successful Bidder after deduction of such taxes as per prescribed

rate(s) in the Certificate.

- (e) The Successful Bidder shall submit its bill(s) in the format prescribed as per GST Rules.
  - (f) Any bill not complying with the provisions hereof will be returned by the Corporation to the Successful Bidder whereupon the Successful Bidder shall submit a rectified bill through Bill Tracking System (BTS). The Corporation shall make payment of such rectified.
  - (g) No payment made by the Corporation shall be construed as acceptance in whole or in part of the performance by the Successful Bidder of any of its obligations under this Contract.
  - (h) All items provided by the Successful Bidder under the provisions of this Tender terms that are expressly stated therein to be reimbursable by the Corporation shall be billed to the Corporation with detailed supporting documentation. The detailed supporting documentation shall include, without limitation, good quality legible copies of all relevant receipts and a detailed summary of the use of and reason for such item.
  - (i) Unless otherwise specified anywhere in this Tender Document, all rates and charges payable by the Corporation under this Contract shall be billed and paid in Indian Rupees (INR).
  - (j) The Successful Bidder registered under GST (if applicable) shall ensure that the invoice to be raised upon the Corporation is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by Corporation.
  - (k) The Corporation reserves the right to release the payment of GST amount (if applicable) only post matching of the invoices in the GSTN System.
  - (l) This shall further be ensured by the Successful Bidder registered under GST (if applicable) that the invoice raised by Successful Bidder during a month is appropriately reported in the GST Returns of the said month.
  - (m) GST or any other tax on input material or services used by Successful Bidder in respect of this contract shall be payable by the Successful Bidder and Central Warehousing Corporation will not entertain any claim whatsoever in this respect.
- a) **LIENS:** - The Successful Bidder shall not claim any lien, charge or the like on any aspect of the Services or on any property of the Corporation Group. The Successful Bidder shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any lien, charge or the like created or caused by any member of the Successful Bidder Group arising out of or in connection with the performance of this Contract. Further, without prejudice to the generality of this clause, should any act or omission of the Successful Bidder Group result in any lien, charge or the like existing upon the property of the Corporation Group after all payments hereunder have been made, the Successful Bidder agrees to refund to the Corporation upon demand all monies that the Corporation Group may be compelled to pay to discharge any such lien.
- b) **PAYMENT UPON COMPLETION:** - Following the expiry or termination of the Contract, the Successful Bidder shall prepare and submit to the Corporation within 60 (sixty) days a statement in the form of a final account, specifying the outstanding amounts which the Successful Bidder intends to the Corporation for payments due to the Successful Bidder in accordance with the provisions of this Clause. The Successful Bidder shall submit to the Corporation its final bill in respect of such statement within 60 (sixty) days of the date of the expiry or termination of the Contract and shall confirm in writing to the Corporation that such bill constitutes the final demand for all outstanding sums due to the Successful Bidder under the Contract. Following the expiry or termination of the Contract, the Corporation shall not be required to make payment of any bill not received in accordance with this clause.

### 30. TAXATION

#### i. Definitions

For the purposes of this Clause:

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;

- (b) “Government Authority” means the Government of India/ National Government or Authority of the country, competent to levy any Tax.
- (c) “State Government/Local Authority” shall mean to include the Government at the State Level and local and/or other statutory authorities, competent to levy any Tax and shall also include local, administrative and municipal body(s).
- ii. Person Responsible for payment of taxes: -** Except as may be expressly set out in this Contract, the Successful Bidder shall be responsible for:
- (a) the payment of all Taxes now or hereafter levied or imposed on the Successful Bidder or its sub-contractors or on the personnel of the Successful Bidder or its sub-contractor by the Government Authority and/or State Government/Local Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Successful Bidder or its Sub-Successful Bidder s (hereinafter referred to as “Personal Income tax”);
- (b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority and/or State Government/Local Authority on the actual/assumed profits and gains made by the Successful Bidder or its sub-contractor (hereinafter referred to as “Corporate Income tax”);
- (c) the payment of any other Taxes now or hereafter levied or imposed by any State Government/Local Authority on the Successful Bidder or its sub-contractor as a result of the performance of this Contract.
- iii. Except as may be expressly set out in this Contract, the Corporation shall only be responsible for:**
- (a) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the services, provided to the Corporation by the Successful Bidder or its sub-contractor (hereinafter referred to as “GST”);
- (b) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Successful Bidder or its sub-contractor as a result of the performance of this Contract.
- iv. Withholding taxes and Withholding Tax Certificates: -**
- (a) The Corporation shall, at the time of its payments due to the Successful Bidder , withhold the necessary taxes at such rate as is required by any Government Authority and/or State Government/Local Authority, unless and to the extent that the Successful Bidder shall produce to the Corporation any certificate issued by a Government Authority and/or State Government/Local Authority (having authority to issue such certificate) entitling the Successful Bidder to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.
- (b) The Corporation shall provide the necessary withholding tax certificates to the Successful Bidder within the time stipulated by the relevant law to enable the Successful Bidder to file the same with the Government Authority and/or State Government/Local Authority, as a proof of payment of such taxes.
- v. Person Responsible for filing of returns / information to Government Authority and/or State Government/Local Authority: -**
- (a) The Successful Bidder shall be responsible for filing all necessary Tax Returns (including, without limitation, returns for Corporate Income Tax, Personal Income Tax) with the relevant Government Authority or State Government/Local Authority in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authority or State Government/Local Authority.
- (b) The Successful Bidder shall also ensure that its sub-contractor file such returns as stipulated by the relevant Government Authority or State Government/Local Authority and furnish

such information as requested for by the relevant Government Authority or State Government/Local Authority.

- (c) The Corporation, with respect to the tax withheld from the Successful Bidder in accordance with this Clause , shall be responsible for filing the withholding tax returns with the relevant Government Authority or State Government/Local Authority, in accordance with applicable statutory requirements.

**vi. Corporation's rights, if treated as representative assessee by Government Authorities:** - In certain situations, a Government Authority or State Government/Local Authority, may treat the Corporation as the representative assessee of the Successful Bidder and/or its sub-contractor and recover the Taxes due to the Government Authority or State Government/Local Authority, by the Successful Bidder or its sub-contractor from the Corporation. In such situations, the Corporation shall have the following rights:

- (a) The Corporation shall be entitled to recover from the Successful Bidder, the Taxes paid on behalf of the Successful Bidder or its sub-contractor (together with any costs and expenses incurred by the Corporation in connection therewith) or to retain the same out of any amounts to be paid to the Successful Bidder or its sub-contractor that may be in its possession (whether due under this Contract or otherwise) and shall pay only the balance, if any, to the Successful Bidder ; and
- (b) If the Corporation is required to furnish any details or documents in such capacity, the Corporation shall request the details or documents to be furnished to it by the Successful Bidder and the Successful Bidder shall immediately furnish the same to the Corporation. If the Successful Bidder fails to comply with the foregoing, any penalty/interest levied on the Corporation for non-filing or late filing of details or documents in this regard shall be recoverable from the Successful Bidder.

**vii. Indemnity:** - The Successful Bidder shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any Taxes which may be levied or imposed on the Successful Bidder or its sub-contractor by the Government Authority/ State Government/ Local Authority arising out of or in connection with the performance of this Contract.

**viii. Change in Law:** - If, after the Effective Date of this Contract, there is any change in law which results in a change in the rate of any Tax included in the Successful Bidder 's prices or rates or the introduction of a new Tax, such would not have an effect over the obligation(s) of the respective parties for payment of such taxes as referred in Clause (Person Responsible for payment of taxes).

### **31. INDEMNITIES**

#### **a) General**

- i.** The indemnities granted in this Clause shall be full and primary notwithstanding the provisions of Insurance Clause.
- ii.** Each Party shall give the other prompt notification of any claim with respect to any of the indemnities hereunder, accompanied by full details of the circumstances of any incident giving rise to such a claim.

#### **b) Property and Injury to Personnel**

- i.** The Successful Bidder shall be liable for, and shall defend, indemnify and hold the Corporation harmless from and against any Claim in connection with:
  - (a) loss of or damage to the property of the Successful Bidder (including, but not limited to, the Successful Bidder's Equipment); and
  - (b) death or sickness of or injury to any member of the Successful Bidder (including, but not limited to, the Successful Bidder's Personnel)
  - (c) arising out of or in connection with the performance of this Contract, whether or not

resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the Corporation Group.

- c) **The Corporation shall be liable for**, and shall defend, indemnify and hold the Successful Bidder harmless from and against any Claim in connection with:
  - (a) loss of or damage to the property of the Corporation (but excluding any property of the Corporation in the care, custody or control of the Successful Bidder); and
  - (b) death or sickness of or injury to any member of the Corporation
  - (c) arising out of or in connection with the performance of this Contract, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the Successful Bidder Group.
  
- d) **Third Party Liability:** - The Successful Bidder shall be liable for, and shall defend, indemnify and hold the Corporation harmless from and against any Claim in connection with:
  - (a) loss of or damage to any Third Party property; and
  - (b) death or sickness of or injury to any Third Party

arising out of or in connection with the performance of this Contract, to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of the Successful Bidder. For the purposes of this Clause, the words “Third Party” shall mean any party which is not a member of the Corporation Group or the Successful Bidder Group.

- e) The Corporation shall be liable for, and shall defend, indemnify and hold the Successful Bidder harmless from and against any Claim in connection with:
  - (a) loss of or damage to any Third Party property; and
  - (b) death or sickness of or injury to any Third Party

arising out of or in connection with the performance of this Contract, to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of the Corporation Group.

### 32. **CONSEQUENTIAL LOSS**

Notwithstanding any provision to the contrary elsewhere in this Contract and whether or not resulting from or contributed to by any negligence and /or breach of duty (statutory or otherwise):

- a) the Corporation shall be liable for, and shall defend, indemnify and hold the Successful Bidder harmless from and against the Corporation’s own consequential or indirect loss arising out of or in connection with the performance of this Contract; and
- b) the Successful Bidder shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against the Successful Bidder’s own consequential or indirect loss arising out of or in connection with the performance of this Contract.

### 33. **VARIATIONS**

#### a) **General**

- (a) No adjustment to the Services, the prices and/or rates set out in the contract or any date specified in the Agreement for performance of the Services shall be valid unless a variation order has been issued in writing by the Corporation (a “Variation Order”). No additional work or services shall be commenced by the Successful Bidder prior to the Corporation issuing a Variation Order in respect of such work or services.
- (b) A Variation Order shall in no way affect the rights or obligations or the Parties except as expressly provided in that Variation Order. Any Variation Order shall be governed by the provisions of the Contract.

#### b) **Corporation’s Right(s)**

- (a) The Corporation may at any time issue a Variation Order to the Successful Bidder requiring the Successful Bidder to alter, amend, omit, add to, accelerate, re-programme or otherwise vary any part of the Services. Upon receipt of a Variation Order the Successful Bidder shall proceed immediately as instructed, and any necessary adjustment to prices and/or rates or dates for performance shall be subsequently made in accordance with Clause (b) below.
- (b) Notwithstanding Clause (a) above, the Corporation shall as far as reasonably practicable before issuing a Variation Order advise the Successful Bidder of the proposed variation and request the Successful Bidder to provide an estimate of the effect (if any) on the prices and/or rates and/or dates for performance such variation would have. Such estimates shall be provided by the Successful Bidder within 3 days of a request by the Corporation and if agreed to by the Corporation shall be recorded in a Variation Order.
- (c) Where the Corporation has issued a Variation Order in accordance with Clause Variation, the Parties shall use all reasonable endeavors to agree on fair and reasonable adjustments to the prices and/or rates and/or dates for performance, which shall, to the extent possible, be based on the existing prices and/or rates and/or dates for performance specified in the Contract. Such adjustments shall be recorded in a further Variation Order.

#### 34. BUSINESS ETHICS

- a) The Successful Bidder shall at all times perform this Contract in a lawful manner consistent with the highest ethical standards and principles, including strict adherence to the Business Ethics. The Successful Bidder shall not at any time enter into any arrangement with personnel, officers or agents of the Corporation or its employees, officers or representatives.
- b) In conducting its business, Successful Bidder shall not, at any time, either directly or indirectly, in the name of, on behalf of, or for the benefit of the Corporation, offer, pay, promise to pay, or authorize the payment of any money and/or gift, or offer, give, promise to give, or authorize the giving of anything of pecuniary value or otherwise to (a) any official, employee, agent, or representative of any government, or any government department, agency, or instrumentality thereof; (b) any political party or official thereof, or to any candidate, nominated or otherwise, for political office; or (c) any official, employee or agent of the Corporation; in each case for the purpose of influencing any act or decision of such official, employee, agent, party, or candidate or inducing such official, employee, agent, party, or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, agent, party, or candidate, or securing any improper advantage for or otherwise promoting the business interests of the Successful Bidder in any way. Successful Bidder shall require each of its directors, officers, employees, agents, consultants, sub-contractor and suppliers to comply with the provisions of this clause.
- c) In the event Corporation believes that the Successful Bidder is engaged in corrupt practices or is acting in contravention of the aforesaid provisions defined in this clause, during the existence of this Contract, Corporation shall have the right to take appropriate action, which may include the immediate termination of this Contract.

#### 35. GENERAL LEGAL PROVISIONS

- a) **Amendment:** - This Contract shall not be amended except by an instrument in writing expressed to be an amendment or variation hereto and executed by the Parties.
- b) **Waiver:** - No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Contract shall be interpreted as a waiver of such terms and conditions.
- c) **Retention of Rights:** - Except in respect of the indemnities granted pursuant to Clause (Indemnities), unless otherwise specifically stated, both the Corporation and the Successful Bidder shall retain all rights and remedies, both under the Contract and at law, which either may have against the other.

The Successful Bidder shall not be relieved from any liability or obligation under the Contract by any review, approval, authorization, acknowledgement, issue of completion certificate or the like, by the



Corporation.

**d) Notices**

- (a) All notices under this Contract shall be in writing and shall be served to the respective address and/or fax number set out in the Contract. Either Party may from time to time change its address and/or fax number for service herein by giving written notice to the other Party.
  - (b) Any notice may be served by hand delivery to a Party at its address for service hereunder or by facsimile transmission or by mail.
  - (c) Any notice given by hand delivery shall be deemed to be given at the time of delivery.
  - (d) Any notice given by facsimile transmission shall be deemed to be given at the time transmission has been confirmed by the sender's fax machine, subject to the following provision. Where said time of transmission falls outside the normal business hours of the recipient, delivery shall be deemed to be given at 10:00hrs (recipient's local time) on the recipient's next following business day.
  - (e) Any notice served by mail shall be given by registered mail and shall be deemed to be given on the date recorded on the delivery recording sheets by the mail carrier as delivered to and signed for on behalf of the recipient.
- e) Invalidity:** - If any provision of this Contract shall be held to be invalid or unenforceable by a judgement or decision of any court of competent jurisdiction or any authority, the same shall be deemed severable and the remainder of this Contract (including the remainder of the affected provision) shall remain valid and enforceable to the fullest extent permitted by law. In any such case, the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Contract.
- f) Entire Contract:** - This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this this Clause (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.
- g) Rights of Third Parties:** - Except to the extent of any indemnity or release of liability expressly granted in favour of the Corporation Group or the Successful Bidder Group, the Parties to this Contract do not intend that any term of this Contract should be enforceable by any third party, whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise. However, for the avoidance of doubt, the Parties may vary or terminate this Contract in accordance with its terms without the prior agreement of any other member of the Corporation Group or the Successful Bidder Group.

**36. INSURANCE**

- a) Successful Bidder Insurance(s):** - The Successful Bidder shall procure and maintain, at its sole expense, in full force and effect throughout the duration of this Contract, the insurances set out below:
- (a) Employers Liability and/or Workman's Compensation insurance to the full extent required by all laws applicable in India/State (a) where this Contract is being performed and (b) in which, the Successful Bidder exist or is incorporated.
  - (b) All Risks Insurance covering loss of or damage to the property of the Successful Bidder Group (including, but not limited to, the Successful Bidder's Equipment) for the full replacement value thereof.
  - (c) Comprehensive General Third Party Liability. Such insurance shall incorporate a Cross Liabilities or Severability of Interests clause.
  - (d) Adequate Automobile Liability insurance to comply with applicable laws, including coverage for all automobiles and automotive equipment owned, leased, hired or otherwise provided by the Successful Bidder Group in connection with this Contract and all personnel

- and property on board.
- (e) Any other insurances which the Successful Bidder is obliged to cover under any applicable laws or which shall be adequate in terms of type, coverage and limits to cover the Successful Bidder 's liabilities under this Contract.
- b) No Limitation:** - The insurances set out in Clause (Successful Bidder Insurances) are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by the Corporation of responsibility for financial liabilities in excess of such limits. The liabilities assumed by the Successful Bidder under Clause (Indemnities) are separate from and independent of the Successful Bidder 's obligations under this Clause (Insurance).
- c) General Requirements:** - The Successful Bidder undertakes that its insurances and those of its sub-contractor's:
- (a) shall be issued by reputable and substantial insurers;
  - (b) shall be primary and shall not be considered contributory insurance with any insurance provisions of the Corporation Group;
  - (c) shall have the Corporation Group's interests endorsed as additional assured (other than in relation to Employers Liability/Workers Compensation insurance) to the extent of the liability assumed by the Successful Bidder hereunder;
  - (d) shall contain waivers of any rights of recourse including, in particular, subrogation rights against the Corporation Group arising out of or in connection with the performance of this Contract to the extent of liabilities assumed by the Successful Bidder hereunder;
  - (e) shall be endorsed to provide the Corporation with at least thirty (30) days written notice of a material change, cancellation or non-renewal by the underwriters.
- d) Sub-contractor(s):** - The Successful Bidder shall ensure that its sub-contractor(s) are insured to appropriate levels as may be relevant to their work. The Successful Bidder shall be liable to the Corporation Group for any absence or insufficiency of the insurances of its sub-contractor.
- e) Co-operation:** - Each Party shall afford the other all such reasonable assistance as may be required for the preparation and negotiations of insurance claims but the Successful Bidder shall be responsible for the preparation of documents for insurance claims under any of the policies referred to in the claim. Where the Successful Bidder is engaged in handling claims, actions or proceedings in respect of which it has granted an indemnity as provided above, the Successful Bidder shall ensure that the Corporation is informed if the Corporation's operations, safety standards or working practices are called into question by any party or if the Successful Bidder wishes to use information relating thereto in handling those claims, actions or proceedings. The Corporation shall at its sole option have the right to participate in and/or make representations in relation to the defense of such matters and the Successful Bidder shall allow the Corporation full opportunity to do so.

### 37. LIQUIDATION OR INSOLVENCY

In the event that the Successful Bidder , at any time during the term of this Contract, becomes insolvent under any of the provisions of any applicable statute or makes a voluntary assignment of its assets for the benefit of creditors, is adjudged bankrupt, either upon the Successful Bidder 's voluntary petition in bankruptcy or upon the petition of the Successful Bidder 's creditors, or any of them, or should a judgement be executed on any of the goods or equipment of the Successful Bidder , or should any lien or other right inconsistent with the Successful Bidder 's title to such goods or equipment be enforced, or if the Successful Bidder shall have a receiver, administrator, administrative receiver and/or manager appointed in respect of all or any of its assets, an application or order is made or a resolution is passed to wind up the Successful Bidder or if the Successful Bidder shall go into liquidation (whether voluntarily or otherwise) or if the Successful Bidder becomes subject, under the applicable laws of any jurisdiction, to any event having an analogous effect to any of the foregoing, the Corporation may terminate this Contract with immediate effect by notice in writing to the Successful Bidder or to the receiver or liquidator or to any person in whom the Contract may become vested, as provided in Clause

(Termination due to Default).

#### 41. **SUSPENSION**

- a) **Suspension without Cause:** - The Corporation shall have the right, without cause, at any time to require the Contractor to suspend the Services (or part thereof) under this Contract on giving notice to the Contractor. Such notice shall include an estimate of the duration of the period of suspension (the "Suspension Period"). The Services (or relevant part thereof) shall resume at the end of the Suspension Period or at such other date as the Corporation may by notice in writing to the Contractor specify.
- b) **Suspension Due to Default:** - If the Contractor is in breach of any of its obligations under this Contract [including, without limitation, any breach of Clause (Health Safety and Environment)], the Corporation shall, subject to this Clause be entitled to immediately suspend the Services (or part thereof) by written notice to the Contractor until such time as such breach has been remedied by the Contractor, in which case no rates or other amounts shall be payable to the Contractor in respect of such period of suspension. Except in the case of a breach which in the reasonable opinion of the Corporation is likely to endanger the safety of any persons or property, the Corporation shall, prior to issuing any suspension notice pursuant to this Clause, notify the Contractor of the breach. Following receipt of such notice, if the Contractor fails to immediately commence and thereafter continuously proceed to remedy such breach to the Corporation's reasonable satisfaction, the Corporation may issue the suspension notice.
- c) **Procedure following Suspension Notice:** - Following receipt of a notice to suspend the Services, the Contractor shall discontinue the Services (or relevant part thereof) and follow any specific requirements of the Corporation with regard to the safety of the Services during any period of suspension.

#### 42. **TERMINATION**

- a) **Termination by Corporation without Cause:** - The Corporation may, at its option, terminate all or any part of the Services or the Contract forthwith without cause at any time by giving no less than 30 days' prior written notice to the Successful Bidder, subject to the provisions of Clause (Reimbursement to Successful Bidder).
- b) **Reimbursement to Successful Bidder:** - In the event of termination under the provisions of Clause (Termination by Corporation without Cause), the Corporation's sole liability in respect of such termination shall be to pay to the Successful Bidder (a) all sums properly due to the Successful Bidder under the Contract in respect of the Services (or terminated part thereof) up to the date of termination.
- c) **Termination of contract for Death:** - If the successful bidder is a proprietary concern and proprietor dies or if the successful bidder is a partnership concern and one of the partner dies then unless, the CWC is satisfied that the legal representative of the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the CWC is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased successful bidder and/or to the surviving partners of the successful bidder's firm on account of the cancellation of Contract. The decision of the CWC in such assessment shall be final & binding on the parties. In the event of such cancellation, the CWC shall not hold the estate of the deceased successful bidder and/or the surviving partners of successful bidder's firm liable for any damages for non-completion of the Contract.
- d) **Termination due to Default:** - The Corporation may, at its option, terminate all or any part of the Services or the Contract forthwith by written notice to the Successful Bidder, where:
  - (a) the Successful Bidder has breached any of its obligations under the Contract or due to non-performance of bidder, provided that, where remediable, the Corporation has notified the Successful Bidder of such breach in writing and the Successful Bidder has, upon receipt of such notice, failed to immediately commence and thereafter continuously proceed to remedy such breach to the Corporation's reasonable satisfaction; or
  - (b) the Successful Bidder is not ready to commence the Services at the Site by the

- Commencement Date; time being declared essence of the Contract for commencement of the Services by the Commencement Date; or
- (c) the Successful Bidder fails to provide the Performance Security in the form of Bank Guarantee;
  - (d) as provided in Clause (Liquidation or Insolvency), if one or more of the circumstances in that Clause apply.

On termination under this Clause, the Successful Bidder in default, shall be debarred from participating in any future tenders of the Corporation for a period of two (02) years. After completion of such two (02) years, the defaulting Successful Bidder may be permitted to participate in the future tenders of the Corporation provided that all the recoveries/ dues/ adjustments have been effected by the Corporation and there is no dispute pending with the Successful Bidder.

- e) If termination occurs pursuant to this Clause a & c, above, then the Corporation's sole liability to the Successful Bidder shall be to pay to the Successful Bidder all sums properly due to the Successful Bidder under the Contract in respect of the Services (or terminated part thereof) up to the date of termination after adjusting all dues/liabilities of the Successful Bidder. Nothing shall be due and payable to Successful Bidder if it fails to commence the Services at the Site by the Commencement Date.
- f) In the event CWC terminates the contract due to reasons specified under sub clause d above, may get the work done for the unexpired period of the contract, at the risk and cost of the Successful Bidder and /or forfeit the Performance bank Guarantee 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 CWC due to the successful bidder's negligence or unwork-man like performance of any of the services under the contract and to claim from the Successful Bidder, any resultant loss sustained or cost incurred, besides, may also forfeit the performance bank guarantee submitted by Successful Bidder.
- g) **Saving of Rights:** - The termination or expiry of this Contract shall be without prejudice to the rights and obligations of the Parties up to and including the date of such termination or expiry, and shall not affect or prejudice any term of this Contract that is expressly or by implication provided to come into effect on, or continue in effect after, such termination or expiry.
- h) **Consequences of Termination:** - In the event of termination under any provision of this Contract, the Successful Bidder shall:
  - a) promptly cease performance of the Services (or relevant part thereof) and, as directed by the Corporation, clear all unnecessary Successful Bidder 's Equipment and Successful Bidder 's Personnel from the Site;
  - b) allow the Corporation all necessary rights of access to the Site to take over the Services (or relevant part thereof); and
  - c) if, and to the extent, requested by the Corporation assign any subcontracts or other rights and titles relating to the Services (or relevant part thereof) which the Successful Bidder may have entered into or acquired.
- i) **Survival of Clauses upon Expiry/Termination:** - The provisions of the Contract and Clauses (Payment), (Taxation), (Indemnities), (Consequential Loss), (Termination), (General Legal Provisions) and (Governing Law and Jurisdiction) shall survive the expiry or termination of the Contract and shall remain in full force and effect after such date.

#### 43. PERMITS, LAWS AND REGULATIONS

##### a) Permits and Authorizations

- i. Except to the extent that the same have been obtained by the Corporation, the Successful

Bidder shall, at its own cost, be responsible for obtaining all certificates, licenses, permits, clearances, approvals and authorizations required for the performance of the Services and in respect of the Successful Bidder 's Equipment and the Successful Bidder 's Personnel and for all approvals and permits required for the Successful Bidder to engage in business and provide services of the nature contemplated by this Contract. The Successful Bidder shall at all times ensure compliance with all such certificates, licenses, permits, approvals and authorizations referred to in this Clause (Permits, Laws and Regulations). For the avoidance of doubt, the provisions of this Clause (Permits, Laws and Regulations) pertain not only to the present legal and Government requirements, but also to the legal and Government requirements for the entire period of the Contract (including any extension thereof).

- ii. The Successful Bidder shall apply for appropriate licenses, if any required for the completion of scope of work stipulated under the contract.

**b) Laws**

- i. The Successful Bidder, during the period of this Contract, shall be responsible for maintaining legal and statutory compliances (the "Compliances"), if any required for the execution of the contract, with respect to its Equipment(s), Personnel(s) employee(s) and/or nominees, including payment of all relevant social security benefits, under all the Labour Law legislations, as may be applicable to the Successful Bidder, from time to time.
- ii. The Successful Bidder shall be responsible for the compliances, if any required for the execution of the contract, with all the rules, regulations and/or directions issued by any Local Authority such as Railway, Police, Municipal authorities etc.
- iii. The Successful Bidder shall be required to maintain a register showing the details of payments made to the relevant statutory authorities with respect to the Compliances, which register along with the monthly challans shall be made available by the Successful Bidder for verification (Audit) by Corporation Representative(s), upon request, from time to time.
- iv. The Parties hereby agree that any violation of the laws with respect to any of the employee/nominee supplied by the Successful Bidder , under any legal enactment, made by any Government Authority and/or State Government/Local Authority, including, without limitation, the Workmen's Compensation Act, 1923, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Maternity Benefit Act, 1961, Contract Labour (Regulation and Abolition) Act, 1970, the Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976, Minimum Wages Act, 1948 or the Industrial Disputes Act, 1947, or any other labour law legislation, as the case may be, either existing or that might come into effect during the performance of Services under this Contract, shall be the sole responsibility of the Successful Bidder , which shall, if necessary, volunteer itself before any forum or court of law to clarify any confusion or dispute arising from any such violation of the laws.
- v. The Successful Bidder acknowledges that the Corporation is obliged to pay compensation to a workman employed by the Successful Bidder under sub-section (1) of Section 12 of the Workmen's Compensation Act, 1923. During the performance of the Contract, the Corporation, without prejudice to its rights under Sub-section (2) of Section 12 of the said Act, shall be at liberty to recover such amount or any part thereof, in terms of Clause (Vitiating and Set-off), by deducting it from the Performance Security or from any sum due by the Corporation to the Successful Bidder, whether under this Contract or otherwise.

**c) Indemnity**

- i. The Successful Bidder shall defend, indemnify and hold the Corporation harmless from and against any Claim, in connection with Clause (Permits and Authorizations) and (Laws), which may be levied or imposed on the Successful Bidder or its sub-contractor (s) by any Government Authority, State Government/ Local Authority arising out of or in connection with the performance of this Contract.

- ii. For the above purpose, the Corporation shall have the liberty to encash the entire amount (or part thereof) of the Performance Security and/or may appropriate such amount (or the part thereof) of the Performance Security towards satisfaction of any sum(s) due or all costs, damages or expenses for which the Successful Bidder is liable to the Corporation under this clause. In case, the amount of Performance Security is not sufficient to cover the amount recoverable by the Corporation from the Successful Bidder, the Successful Bidder shall pay to the Corporation, on demand within the period so prescribed, the balance due and recoverable.

#### **44. GOVERNING LAW, JURISDICTION AND RESOLUTION MECHANISM**

a) **GENERAL:** - This Contract shall be interpreted, governed by and construed in accordance with the laws of India (excluding any of its conflict of law rules which would direct or refer to the laws of another jurisdiction) for the time being in force and shall be subject to the exclusive jurisdiction of the courts at DELHI.

#### **b) 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 below.
- ii. A Joint Committee with an equal number of representatives (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s ABC (Successful Bidder) shall be constituted for the administration of the agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.
- iii. The Joint Committee comprising three authorized representatives including the concerned Regional Manager of CWC and an equal number of authorized representatives of M/s 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.
- iv. In the event of any Dispute between the Parties, the other Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the M/s ABC or such persons nominated by them, for the time being for amicable settlement.
- v. Upon such reference, the said two persons shall meet not later than 30 days from the date of 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 30 days of the such meeting between the said two persons, either party may refer the dispute to arbitration.

#### **c) DISPUTE RESOLUTION**

- i. Any dispute, disagreement, claim or other difference arising out of or in connection with this Contract (a "Dispute") shall be resolved in accordance with Clause (Dispute Resolution).
- ii. In case, the Parties are unable to resolve any Dispute through good faith discussion, either Party shall be entitled to refer such Dispute to arbitration by serving notice on the other Party.
- iii. In cases where the claim amount is INR 50 Crores or less, the arbitral tribunal shall consist of a sole arbitrator, to be appointed mutually by both the parties.
- iv. In cases where the claim amount is in excess of INR 50 Crores, the arbitral tribunal shall consist of three members, one to be nominated each by a party and the presiding arbitrator to be appointed by the two nominated arbitrators.
- v. The Parties agree that the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996 of India (or any statutory modification or re-enactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be at DELHI.

- vi. The arbitral proceedings in respect of a particular dispute shall commence on the date on which the arbitrator call upon the party to file its claim.
- vii. The Successful Bidder shall be obliged to continue to provide the Service(s) to the Corporation under the Contract or the Scope of Work, during the arbitration proceedings and no payment due or payable to the Successful Bidder (except payment in dispute) shall be withheld on account of such proceedings.
- viii. The cost of arbitral proceedings shall be borne by the party/parties in the discretion of the sole arbitrator.
- ix. The arbitration award shall be a reasoned award. The same shall be final and binding on the Parties. The right to refer any Dispute to arbitration pursuant to this Clause (Dispute Resolution) shall survive the expiry or termination of the Contract.

#### 45. FORCE MAJEURE

- a) **General:** - No failure or omission by either Party to carry out or to perform any of the terms or conditions of this Contract shall give the other Party a claim against such Party, or be deemed a breach of this Contract, if and to the extent that such failure or omission arises from Force Majeure.
- b) The Party prevented from performing due to Force Majeure shall promptly, and in any case within 48 hours, notify the other Party of the nature and anticipated duration thereof and shall use all reasonable endeavours to resume performance of this Contract as soon as reasonably possible. The Party prevented from performing due to any such cause shall, in addition, furnish the other Party with such information in respect of such cause as the other Party may reasonably require.
- c) **Definition:** - The term "Force Majeure", as used in this Contract, shall mean and shall only mean the following:
  - i. riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, military invasion, insurrection of military or usurped power; or
  - ii. ionizing radiations or contamination by radio-activity from any nuclear waste, or radio-active, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof (other than arising out of any radiation source used by the Successful Bidder in relation to the Services); or
  - iii. earthquake, flood (excluding normal seasonal rain/shower), tsunami, Pandemic or any other natural disaster, but excluding weather or sea conditions as such, regardless of severity; or
  - iv. fire or explosion (being fire or explosion not caused by the negligence of the affected Party or its sub-Successful Bidder s); or
  - v. acts of Government which could not have been reasonably anticipated or controlled which makes performance impossible or impracticable.
- d) For the sake of clarification, the Successful Bidder acknowledges that any strike(s) by Successful Bidder 's personnel, labour, or its sub-contractor 's personnel, labour, which affects a substantial or essential portion of the Services to be provided to the Corporation, shall not be an event stipulated under the definition of Force Majeure. In such an event, the Successful Bidder shall be fully responsible for any loss or damage that the Corporation may suffer on this account.
- e) **Payment during Force Majeure:** - Unless otherwise specified in the Contract, the Successful Bidder shall not be entitled to any payment in respect of any period where the Services are not carried out as a result of Force Majeure, in case, the Successful Bidder is required to provide Services during Force Majeure condition(s), the Successful Bidder 's remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement prior to rendering of such Services by the Successful Bidder .

#### 46. ACCEPTANCE OF TENDERS

The Regional Manager, CWC, Regional Office \_\_\_\_\_for and on behalf of the CWC, reserves the right to reject any or all Tenders without assigning any reason and does not bind himself to accept

the lowest or any Tender. He also reserves the right to accept the Tender for any or all the offers. The successful Tenderer shall be advised of the acceptance of his Tender by a letter /telegram/ fax/ email. Where acceptance is communicated by e-mail the same shall have to be acted upon immediately, without awaiting for the post copy in confirmation.

**47. ENQUIRIES & CLARIFICATIONS:**

All enquiries/ clarifications are to be addressed only to:

The Regional Manager  
Central Warehousing Corporation,  
Regional Office-XXXXXXXXXXXX,  
XXXXXXXXXXXX  
Fax No.: XXXXXXXXXXXX, Phone: XXXXXXXXX  
E-Mail: xxxxxx@cewacor.nic.in

All queries that are received from bidder(s) shall be addressed by CWC during pre-bid meeting. CWC shall aggregate all clarifications and shall prepare a response, which shall subsequently be posted on the website www.cewacor.nic.in, and www.gem.gov.in. No separate communication shall be issued.

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



## SPECIAL TERMS & CONDITIONS

1. **WORK TO BE TO THE SATISFACTION OF THE CORPORATION:** The Successful Bidder 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.

2. **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 Successful Bidder fails to take the site within the due date, the RM may give a notice calling explanation of the Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder , at the risk and cost of original Successful Bidder 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 Performance Bank Guantee(BG) for the weighbridges in question and if the reason is not legitimate, RM may forfeit the pro-rata Performance Bank Guantee(BG) and terminate the contract for that particular warehouse, which was not taken over. In any case, the decision of RM is final and binding.

3. **DELAYS, STRIKES ETC.:**

The Successful Bidder 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 Successful Bidder 's workers on account of any dispute between the Successful Bidder and their workers as to wages or to otherwise, shall not be deemed to be a reason beyond the Successful Bidder 's control and the Successful Bidder shall be responsible for any loss or damage which the Corporation may suffer on this account.

4. **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.

5. **TIME FOR COMPLETION AND TIME EXTENSION:**

A. **Total time stipulated:** The total time stipulated for completion of all the works of each ELWB up to 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 Successful Bidder for execution of work of each ELWB, whichever is later.

Site handed over with their full address where LWB have to be installed and Successful Bidder 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 Successful Bidder shall submit to the Corporation a Schedule of progress of supply installation and commissioning of equipment including civil and electrical works within the overall period stipulated in this document 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 Successful Bidder’s control, which may occur be such as to delay the completion of the work, the Successful Bidder 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 Successful Bidder to the extent considered necessary. No extra payment shall be made to the Successful Bidder 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 relevant clause of this contract.

**D. Successful Bidder’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 Successful Bidder or the withholding of any part or the full sum payable to the Successful Bidder for any reason whatsoever shall not relieve the Successful Bidder of his obligations for due performance of the contract and shall not affect the rights of the corporation against the Successful Bidder. The reasons for withholding any sums from the Successful Bidder’s claims will however be advised to him.

## **6. CONFLICTING ASSOCIATION**

- a) A firm shall submit only one proposal, either individually or as a JV partner (If allowed in Pre-qualification) in another proposal.
- b) If a firm, including a JV partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a firm from participating as a sub-consultant or an individual consultant to participate as a team member in more than one proposal when circumstances justify but only if permitted by the tender document.

## **7. PARTIES TO THE CONTRACT**

- (a) The Parties to the contract are the Successful Bidder 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.

## **8. RELATIONSHIP WITH THIRD PARTIES**

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

## **9. 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 Successful Bidder 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 Successful

Bidder fails to complete the work or any part thereof within the stipulated time, the Successful Bidder shall pay to the Corporation on demand, without prejudice to other rights and remedies, the Corporation may have against the Successful Bidder, 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 for breach.

## **10. BOOK EXAMINATION**

The Successful Bidder 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 Successful Bidder. The Successful Bidder shall produce the required documents information and returns at such time and place as may be directed by Regional Manager/Tender Awarding Authority.

## **11. DUTIES AND RESPONSIBILITIES OF THE SUCCESSFUL BIDDER**

### **A. Guarantee:**

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

The Successful Bidder shall guarantee all work done and material used by him. The Successful Bidder 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 Successful Bidder. In case the Successful Bidder is unable or unwilling to carry out urgent repairs as stipulated in general conditions of the contract, the Successful Bidder 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.

#### **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 weighment beyond the period of 3 days whichever is higher, will be levied on the firm subject to the maximum of 10% of the value of the contract. The compensation of such private weighment got done by CWC will be made

within 10 days by the Successful Bidder 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 (LD) of maximum 10%. 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, any equipment or material or work done shall fail in any respect to meet the above guarantee, the Successful Bidder 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 Successful Bidder 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 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 Successful Bidder 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 Successful Bidder to comply with any obligation expressed or implied on the Successful Bidder's part under the contract.

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

If the Successful Bidder 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 Successful Bidder should have carried out at the Successful Bidder's own cost, Corporation shall be entitled to recover from the Successful Bidder the cost thereof or may deduct the same from any moneys due or that become due to the Successful Bidder. This is without prejudice to any other right, which the Corporation may have against the Successful Bidder under law and/or under this contract.

8. **Successful Bidder to search:**

The Successful Bidder 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 Successful Bidder is liable under the contract, the cost of search by the Successful Bidder shall be borne by the Corporation. But if such defect, imperfection or fault shall be one for which Successful Bidder is liable, the cost of work carried out in searching as aforesaid, shall be borne by the Successful Bidder 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 as per Terms included in this tender document.

10. **Service during Guarantee Period**

During the guarantee period development of interface (API) for integration with WMS/DOS/ERP etc. software and necessary calibration is included for the contract period, the technician of the Successful Bidder 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 Successful Bidder shall report this in writing to Regional Manager, 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 Successful Bidder shall be present at the time of trial runs and inspection. If, however, the Successful Bidder fails to be present on the date so fixed, the work shall not be taken over and the Successful Bidder shall render himself liable to compensate if otherwise leviable, without prejudice to other rights and remedies that the Corporation may have against the Successful Bidder 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 equipment 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 Successful Bidder 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 Successful Bidder .

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 Successful Bidder 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 appropriate actions as per Tender Terms & Conditions.

**7. Remedies:**

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

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

The Successful Bidder 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 Successful Bidder 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**

- a) The party shall quote separately for Annual Maintenance Contract as per price schedule at Price Bid.
- b) 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/ERP etc. software and necessary calibration during the contract period
- c) 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.
- d) 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.
- e) 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.

- f) 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 Successful Bidder . No extra payment will be made for this.
- g) The Successful Bidder 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.

## **12. 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.

## **13. 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 Successful Bidder for execution of work of each ELWB, whichever is later.

Site handed over with their full address where LWB have to be installed and Successful Bidder 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 Successful Bidder shall submit to the Corporation a Schedule of progress of supply installation and commissioning of equipments including civil works within the stipulated overall period in the tender document 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 Successful Bidder 's control, referred to in Clause-10 which may occur be such as to delay the completion of the work, the Successful Bidder 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 Successful Bidder to the extent considered necessary. No extra payment shall be made to the Successful Bidder 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 to this contract.

### **d) Successful Bidder '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 Successful Bidder or the withholding of any part or the full sum payable to the Successful Bidder for any reason whatsoever shall not relieve the Successful Bidder of his obligations for due performance of the contract and shall not affect the rights of the corporation against the Successful Bidder . The reasons for withholding any sums from the Successful Bidder 's claims will however be advised to him.

## Scope Of Work

### **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**



100000weighments, 17” LED or above Colour Monitor and Optical Mouse.

- Dot Matrix 80 col. Ticket Printer (**make EPSON/TVS/WIPRO/HCL**) compatible with PC.
- Constant voltage stabilizer.
- U.P.S.
- Jumbo display unit

### 3.5 **Power supply:**

The equipment should be suitable for operation on 220V, single phase 50 cycle A.C. SUPPLY. The equipment shall be suitable for successful operation under different climatic conditions such as temperature ranging from -10 degrees centigrade. to 60 degrees centigrade and humidity upto 95%.

### 3.6 **2-Tier MS rack –**

Design, fabrication and supply of a steady 2-tier rack made of mild steel sections, duly painted with enamel paint of approved color after 2 coats of primer. The MS rack shall have rubber pads at bottom. The design of rack shall be suitable for accommodating UPS, battery pack and constant voltage stabilizer.

## 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(±) 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
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**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 Successful Bidder 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 100000weighments. 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 10 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  $220 \pm 5\%$  of reputed and approved make to protect the equipment from voltage variation.

### **13.0 Jumbo Display Unit:**

An additional display unit at a suitable place outside the cabin of weighbridge for clear viewing of drivers in day light or in darkness of character size of 100 mm, 5 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 based on the safe bearing capacity of soil at local site of installation.

Unless safe bearing capacity is specifically available from local testing of soil by bidder, it should be assumed 7t/sqm except in case of Black cotton soil, clayey soil or filled up soil.

In case of black cotton soil, all plastic clayey soil shall be removed, and foundation shall be designed for considering expansive nature and low bearing capacity of Black cotton soil.

In case of filled up soil, bidder shall be required to rest foundation on firm base after removal of all loose fill earth or design the foundation on actual bearing capacity.

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 Successful Bidder at his own cost.

Successful Bidder shall submit the stability certificate of structure designer that Foundation provided is adequate with respect to safe bearing capacity of soil and permissible settlement, local site conditions.

Successful Bidder shall furnish the soil bearing capacity investigation report and foundation design report in case of poor formation soil (to the satisfaction of CWC) when asked during the work / or before release of payment.

#### **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 as per local site requirement in width as per requirement or 9 m whichever is higher shall be provided by bidder at his own cost.

Ramp and Approach roads shall be provided in specifications not less than those mentioned below.

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. Subbase layer of WBM 100mm thick with stone aggregate grade-I of size 90mm to 45mm. overlain by**

- ii. And 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(NM 1:1 ½: 3), 200mm thick with hardener with reinforcement of 8 mm dia TMT steel at spacing of 150 mm in both directions with cutting of Grooves in thickness 50x6 mm at spacing of 6 m and dowels at joints as per relevant IS specifications.

### 15.3 Cabin:

- In case of Black cotton soil, Bidder shall remove all BC soil from foundation and Plinth area under floor and will dispose the same neatly as directed by warehouse manager.
- Foundation in such case shall either rest over good and firm soil or shall be resting with underreamed pile of dia not less than 300 mm (or as per foundation design provided by structure engineer)
- In such soil, whenever there is no requirement of piling due to less depth of BC soil (depth less than 2 m) ,Foundation shall be designed for BC soil . A blanket course of 300 mm river sand or red mooram shall be provided below base of floor plinth and Foundation concrete.
- In case of Cabin built over Black cotton soil, a RCC apron of length not less than 1.2 m all around the building in thickness not less than 100 mm laid with RCC 1:1.5:3 in steel reinforcement of 8 mm dia @ 150 mm both bay shall be provided.
- 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 al 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 motor 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 x 2 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 of 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder**

**20.1**The Successful Bidder 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 Successful Bidder 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.

**21.0 Integration of ELWBs with WMS/ERP & DOS :**

The Lorry Weighbridge shall be integrated with the Warehouse Management Solution (WMS)/ERP 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 Successful Bidder 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 weighment 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/ERP. 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/ERP 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/ERP/ DOS) 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/ ERP/ DOS) 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-

**PAYMENT TERMS**

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

**I. For Equipment :**

- a) 60 (Sixty) % 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 supply of equipment, completion of civil & electrical work, commissioning, stamping and integration with WMS & other software

and on production of following documents mentioned from (i) to (ix):

- 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. Final completion certificate for the works as per specifications by our Engineer and satisfactory functioning of ELWB with taking over certificate by Warehouse Manager
- ix. Taking over and satisfactory functioning of ELWB certificate by Warehouse Manager (after integration with WMS/other software).

**Note:** If “*The bidder quotes rate more than 60% against Sl No. 1,2 & 3 of Price/financial bid (Exhibit-10), the payment shall be restricted to 60% of Sl.No.1,2,3&4 of price Bid and over and above 60% will be paid during AMC period of 4 years equally*”.

- b) 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.** 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/Successful Bidder 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 Successful Bidder 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 Successful Bidder. If the Successful Bidder 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 Successful Bidder and the Successful Bidder shall have no right to dispute the same.

ii. **Overpayment:**

In case any over-payment made to the Successful Bidder is deducted at any time, the Successful Bidder 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). In case the amount claimed in the subsequent bill(s) 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 Successful Bidder shall be bound to repay the amount so over paid with interest as defined in the Tender Document immediately on demand.

Any sum of money due and payable to the Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder may be directed to do in the manner specified above as part of the works shall be carried out by the Successful Bidder on the same condition in all respects on which he agreed to the main works, and at rates derived according to the terms stipulated in this tender document.

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 Successful Bidder 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, Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder should submit all their bills not later than two months from the date of expiry of the contract so that the refund of the Performance bank guarantee may be speeded up.
- f) The payment shall be made through e-payment system for which the following details shall be provided by the Successful Bidder s 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

- g) 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 Successful Bidder 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 Successful Bidder the amount of input tax credit denied in GST alongwith interest and penalty shall be recovered from the Successful Bidder .
- h) 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 Successful Bidder . In case, however, the Successful Bidder 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 Successful Bidder 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 Successful Bidder from the prescribed Income Tax Authority and furnished to the Corporation at the commencement of every Financial Year.

## LIST OF EXHIBITS

EXHIBIT NUMBER	DESCRIPTION
Exhibit-1	Undertaking by Bidders from the countries sharing Land Border with INDIA
Exhibit-2	Undertaking and general details from/of Bidder covering a) Declaration on non-blacklisting. b) Un-Conditional acceptance of the tender's terms & conditions c) Declaration of Make in India (MII) Compliance. d) General Details of the bidder. e) PAN No., GST No.
Exhibit-3	Format of Power of Attorney for stipulating Authorized Signatory
Exhibit-4	Format for submitting CA certification in support of Annual Turnover and Positive Net Worth.
Exhibit-5	Declaration of Sole Proprietorship
Exhibit-6	Format for submitting Bid Security Declaration
Exhibit-7	Format of Performance Bank Guarantee
Exhibit-8	Format of Agreement,
Exhibit-9	Pro-forma for information of work experience certificate to be furnished by the tenderer from each concerned parties.
Exhibit-10	Format of Price Bid/ Financial Document
Exhibit-11	Declaration in in case of non-submission of e-Invoices

**EXHIBIT-1**

**Undertaking by Bidders from the countries sharing Land Border with INDIA**

**UNDERTAKING ON LETTERHEAD**

To,

M/s CWC

\_\_\_\_\_

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s\_\_\_\_\_ (*Name of Bidder*) has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached)

We hereby certify that bidder M/s\_\_\_\_\_ (*Name of Bidder*) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**EXHIBIT-2**  
**Undertaking and general details from/of Bidder**

(On Official Letter Head of the Bidder)

Tender Ref. No.: GEM/\_\_\_\_\_

Date: \_\_\_\_\_

**1. Undertaking pertaining to Disqualification conditions**

1.	Whether your firm or any of its partner/company have been blacklisted by CWC 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 your contract was terminated due to your fault before expiry of Contract period by CWC or any department of Central or State Government or any other Public Sector Undertaking during the last Two years as on the last date of submission of bid ?	Yes/No
3.	Whether any pending/outgoing arbitration/Court cases litigation is ongoing with CWC with regard to any contract as on last date of submission of Bid.	Yes/No
4.	Whether proprietor / any of the partners of the Bidder firm / any of the Director of the Bidder company have been, at any time, convicted by a court, for an offence. Note: If the convicted person is acquitted by a decision of Court, the Bidder will be eligible and indicate "NO" in this checklist.	Yes /No

Note- 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 Bidder disqualified.

**2. Undertaking pertaining to Non-conflict of Interest**

I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company, 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.

**3. Declaration about relationship with Officer(s) of CWC**

Following are the near relative of the Bidder working as Officer in the Central Warehousing Corporation:

Sr. No.	Name of Officer	Designation	Remarks

**4. Un-Conditional acceptance of the Tender Terms & Conditions.**

- (i) I/ 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.

(ii) I/ We further confirm that upon submission of bid we provide un-conditional acceptance towards all clauses/ requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments / assumptions.

(iii) I/ We also confirm that we have quoted the rates without any condition and deviation.

(iv) 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.

**5. Declaration about Local Content under Make in India (MII) Policy**

(i) We M/s \_\_\_\_\_ (hereinafter referred to as “Bidder”) certify that I/we have offered the products with local content of -----%.

(ii) Details of the location(s) at which the local value addition is made are as below: -

Sr. No.	Name and Address of Location

(iii) I/We further certify that, in case we are awarded an order against this tender, the supplies against such order will comply with above indicated Minimum Local Content.

6. The Technical bid and price bid as required have been submitted along with the required documents and same have been signed under signatures of the authorized signatory/sole proprietor.

7. I/ We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the proposed contract appended to the tender document shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document including, the proposed contract as token of acceptance, if desired by CWC and as part of contract in the event of award of contract to us.

**8. General Details of Bidder: -**

S. No.	Detail	Response by Bidder	
1.	Name of the Bidding firm		
2.	Constitution of Organization		
3.	Operational Address		
4.	Registered office address		
5.	Details of Authorized Signatory	Name	
		Designation	
		Mobile Number	
		Email ID	
6.	Website		
7.	PAN no.	(ATTACH PAN)	
8.	GST registration No.	(ATTACH GST CERTIFICATE)	
9.	<b>Details of Sister Concerns: -</b> • Name & Address	<b>(Leave empty if not applicable)</b>	

	<ul style="list-style-type: none"> <li>• Activities engaged in by Sister Concern</li> <li>• Names, address &amp; Telephone Nos. of Proprietors / Directors / Partners of Sister Concern</li> </ul>	
10.	Bidder's Bank Details (Which may be used by CWC for refund of EMD, if any).	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) :  <b>(In case of any error/ wrong bank account details, CWC shall not be liable for any loss to the bidder)</b>

**Note:-**

1. It should be ensured by the bidder that all the items are duly filled by them and is signed & stamped/ digitally signed by the Authorized Signatory.
2. In case of any field left un-filled, CWC may carry out call of clarification from the bidders. If bidders fail to submit the duly filled, signed & stamped/ digitally signed document then their bid shall be liable for rejection.
3. The bidders having Local Content of less than 20% shall be summarily rejected.

**Signature/Digital Signature of the** : \_\_\_\_\_

**Authorized Signatory**

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

**Name of the Authorized Signatory** : \_\_\_\_\_

**EXHIBIT-3**  
**Format for 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).

Tender Ref. No.: GEM/\_\_\_\_\_

Date: \_\_\_\_\_

We, M/s. \_\_\_\_\_ (name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (Name and residential address) who is presently with us and holding the position of \_\_\_\_\_ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work \_\_\_\_\_ (name of work), including signing and submission of application/ 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 case of Consortium/ Joint Venture) {Strike off, if not applicable}

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 of Person Delegating Power of Attorney)**

Seal of the Organization

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

**Notes:**

- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**EXHIBIT-4**  
**Format for submitting CA certification in support of Annual Turnover and Positive Net Worth.**

(On the letterhead of the Chartered Accountants firm)

Date: DD-MM-YYYY

To

Central Warehousing Corporation

<<Address of tender calling Office>>

Dear Sir,

This is to certify that Turnover of M/s \_\_\_\_\_, having office at \_\_\_\_\_ in each Financial Year are as given below:

Financial Year	Turnover (in INR)
Average Annual Turnover	

Further, the net Worth of M/s \_\_\_\_\_ for last Financial Year \_\_\_\_\_ is Rs. \_\_\_\_\_ as per their books of Accounts.

[UDIN]

For (Name of CA Firm)

Partner, M.No

FRN No.

Date:

Place:

**EXHIBIT-5**  
**Undertaking for Sole proprietary firm**

Tender Ref. No.:GEM/\_\_\_\_\_

Date: \_\_\_\_\_

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

**EXHIBIT- 6**

**FORMAT FOR BID SECURITY DECLARATION**

**(On Letter Head of Bidder)**

Tender Ref. No.: GEM/\_\_\_\_\_

Date: \_\_\_\_\_

1. Whereas.....(name of agency) ..... have submitted bids for..... (Name of Work) .....
2. I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.
3. 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/blacklisted for two years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order,

Date:

(Authorized Signatory)

**EXHIBIT-7**

**Format of Performance Bank Guarantee**

**Note:-**

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

**BANK GUARANTEE**

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

This Deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (Name of Bank)

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

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

WHEREAS the Supplier as per conditions of the Contract has agreed to furnish a Bank Guarantee for Rs. \_\_\_\_\_.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Bidder to CWC hereby undertakes to pay on demand by CWC and without demur and without notice to the Supplier, the said amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).



2. The Surety agrees that CWC, at its option, shall be entitled to enforce this bank guarantee against the Surety as a principal debtor, in the first instance, without proceeding against the Supplier and notwithstanding any security of other guarantee that CWC may have in relation to the Supplier's liabilities.
3. The Surety guarantee and undertake to pay to CWC within two (2) business days after receipt by CWC, of a demand complying with the requirements of this bank guarantee on first demand in writing any / all moneys to the extent of INR \_\_\_\_\_ ( in words) without any demur, reservation, recourse, contest or protest and without any reference to the Supplier. Any such demand made by Company on the Bank by serving a written notice, shall be conclusive and binding, without any proof whatsoever, as regards to the amount due and payable, notwithstanding any dispute (s) pending before any court, tribunal, arbitrator or any other authority and / or any other matter or thing whatsoever, as Bank's liability under these presents being absolute and unequivocal.
4. For the purposes of Clause 3, "business day" means a day on which commercial banks are open for business in [mention city of the bank branch].
5. This bank guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Supplier and shall remain valid, binding and operative against the Surety. The bank guarantee shall not be discharged by any change in Surety's constitution, constitution of CWC or that of the Supplier or change in appropriate laws.
6. The Surety agrees that CWC shall have the fullest liberty without the Surety's consent and without affecting in any manner, Surety's obligations hereunder to vary any of the terms and Conditions of Contract or to extend time for performance of the Contract by the said Supplier and to enforce, or to forebear to enforce any of the terms and conditions relating to the Contract and the Surety shall not be relieved from its liability by reason of any such variation, or extension being granted to the Supplier or any forbearance, act or omission on the part of CWC or any indulgence shown by CWC to the Supplier or any such matter or thing whatsoever which under the Applicable Laws may, but for this provision, have effect of relieving the Bank.
7. The Surety hereby agree and acknowledge that this guarantee is irrevocable and shall remain in full force till it is fully and finally discharged by CWC in writing or [insert date] whichever is later, and all dues of CWC under or by virtue of the Contract have been fully paid and all its claims satisfied or discharged.
8. The Bank also agrees that this bank guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of Courts at New Delhi.
9. All charges, fees, commission and other costs shall be to the account of the Supplier. Failure of the Supplier to make such payments shall not in any way affect the Surety's obligation under this bank guarantee and CWC shall be paid the money due to it under this bank guarantee without any deduction.
10. The Surety confirms that this bank guarantee has been issued with observance of appropriate laws of India.
11. Notwithstanding anything contained hereinabove:
  - (i) Surety's liability under this bank guarantee is limited to INR \_\_\_\_\_ (in words) and Bank's guarantee shall remain in force until [insert date].

- (ii) Any claim under this bank guarantee must be received by Surety or or before [insert date]. If no such claim has been received by us by the said date, the right of CWC under this bank guarantee will cease.
- (iii) Any letter from the CWC to the Manager, (Insert Branch name) branch of the Surety, under the seal of CWC shall be deemed to be sufficient and valid demand for payment under this bank guarantee.
- (iv) The Bank undertakes not to revoke this bank guarantee before the expiry of this bank guarantee including during extension period, if any.

Cover message for this Bank Guarantee has been sent to CWC bankers i. e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) through Structured Financial Messaging System (SFMS).

In witness whereof, the Surety through its authorized officer has set its hand and stamp on this [insert date] day of [insert month], [insert year] at [insert place of execution].

-----

(Signature)

Full name and official address  
with bank stamp

Attorney as per power of  
Attorney No.....

Dated .....

WITNESS No. 1

-----

(Signature)

Full name and official address  
with bank stamp

WITNESS No. 2

**EXHIBIT-8**  
**Format for Agreement**

(On Non Judicial Stamp Paper of value not be less than Rs.100/- as per Indian Stamp Act 1899)

Tender Ref. No.: GEM/\_\_\_\_\_

Date: \_\_\_\_\_

The Central Warehousing Corporation having agreed to grant the contract for “Name of work”, in response to the uploading of e-tender by me/us on “Date” the “Name of Tender Awarding Authority” Central Warehousing Corporation, RO\_\_\_\_\_. I/ We,\_\_\_\_(here enter full name and address of Bidder) am/are executing this agreement on\_\_\_\_\_and hereby confirm that I/we have thoroughly examined and understood the terms and conditions of Notice Inviting Tender and the Invitation to Tender and Instructions to Tender by the Name of Tender Awarding Authority, Central Warehousing Corporation, RO\_\_\_\_\_ for “Name of Work”

I/we am/are willingly undertaking the said work consequent on the award of work given to me/us by the, Name of Tender Awarding Authority, Central Warehousing Corporation, at the rate quoted by you i.e. Rs..... /- which forms part of this agreement and as per terms and conditions of the tender.

I/We, assure the said Corporation that I/we will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. This agreement will remain in force for a period as mentioned in LOA/ GeM contract order i.e. with effect from \_\_\_\_\_{Date of start of contract is to be mentioned) till \_\_\_\_\_ (end date of contract is to be mentioned) or the date upto which the contract is extended.

On completion of the agreement period the CWC shall be free either to continue with the Bidder by extending the arrangements as per the extension clause of the contract. The payment for the extension period shall be released as per the payment terms of the original contract.

(Tender Awarding Authority)

(Authorized Signatory of Bidder)

01 Witnesses (name and no. of any Govt ID.):-

01 Witnesses (name and no. of any Govt ID.):-

02 Witnesses (name and no. of any Govt ID) :-

02 Witnesses (name and no. of any Govt ID) :-

**EXHIBIT-9**

**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.

**EXHIBIT-10**  
**Format of Price Bid/ Financial Document/ BoQ**

Tender Ref. No.: GEM/ \_\_\_\_\_

Date: \_\_\_\_\_

**NAME OF WORK: SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING, INTEGRATION OF ELWBS WITH WMS/ERP & DOS 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 at CW- ..... 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 ..... MT capacity ELWB FOR Destination (in Rs.) excluding GST (A)	Applicable GST % (B)	Rate for ..... MT capacity ELWB FOR Destination (in Rs.) including GST (C)
1.	<p><b><u>Cost of equipments:</u></b></p> <p>A) Electronic load cell type, pitless lorry-weighbridge of capacity ..MT and platform of as above sizes respectively with other accessories. Platform complete with main girders, support sections, horizontal constraining arrangements and grouting parts as required; generally conforming to IS: 2062 Load cells with integral cables and mountings for load cells.</p> <p>B) <b>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</b></p>	<p>Rs. ....</p> <p>Rs. ....</p>		<p>Rs. ....</p> <p>Rs. .....</p>

	<p>Key board” having memory of minimum 100000weighments, 17” LED or above Colour Monitor and Optical Mouse</p> <p>C) Electrical and electronic parts comprising of Junction boxes, Cable between junction box and weigh cabin, Digital Weight Indicator, Constant voltage stabilizer. Dot Matrix 80 col. Ticket Printer (<b>make EPSON/TVS/WIPRO/HCL</b>) compatible with PC, U.P.S. and Jumbo display unit.</p> <p>D) <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>	Rs. ....		Rs. ....
2.(i)	Cost of civil & electrical work (including construction of weighbridge foundation weighbridge cabin, ramp, Localized soil stabilization as per requirement etc.	Rs. ....		Rs. ....
(ii)	Installation, commissioning and stamping charges of weigh bridge complete in all respect including integration with WMS /other software.	Rs.....		Rs.....
(iii)	<p><b>Cost of approach road for .....Sq. m*.</b></p> <p>*The area of road will be given by RM on case basis.</p>	Rs.....		Rs.....
3.	<p>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.*</p> <p>*RM may decide the quantity of the running meter.</p>	Rs.....		Rs.....

4	Annual Maintenance of ELWB for Four (04) years from the date of expiry of defect liability/ guarantee period.  <b>Total AMC Cost</b>	Annual AMC Cost (in Rs.....)x 4		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.....		Rs.....
7	<b>Grand Total including GST (5-6)</b>			Rs.....

**Remarks:-**

1. Bidder shall quote the Grand Total Including GST in relevant place on GeM while quoting Prices.
2. The contract shall be awarded to the bidder quoting lowest Grand Total (Incl. GST).
3. Rates quoted above are inclusive of all applicable taxes.
4. 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.
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.**

**Signature of Tenderer**

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

**Contact Details of installation site**

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

Model Tender



**EXHIBIT-11**  
**Declaration regarding e-Invoicing**

<< To be printed on the Letterhead >> Date: << to be inserted >>

**DECLARATION RELATED TO IRN COMPLIANCES TO CENTRAL WAREHOUSING CORPORATION**

- We, << Name to be inserted >> (PAN: << PAN to be inserted >>), hereby declare that the provisions of Notification 71/2019 – Central Tax dated 13 December 2019 read with Notification 13/2020 - Central Tax dated 21 March 2020 and subsequent notifications thereof, latest being Notification 10/2023-Central Tax dated 10 May 2023 relating to E-invoicing and generation of Invoice Reference Number ('IRN') do not apply to invoices / debit notes / credit notes issued to us and hence we shall continue to issue our invoices without the reference to IRN, QR code and other requirements that are being made applicable under the notification effective 1 August 2023.
- We further declare that as and when the provisions related to IRN and QR code are made applicable to us, we shall forthwith intimate CENTRAL WAREHOUSING CORPORATION ('the Company') and issue documents duly complying with the requirements specified under the GST law to the Company from the relevant date.
- We hereby confirm that the information furnished above is true & correct and acknowledge our obligation to forthwith intimate the Company in the event of any change therein. We also acknowledge our obligation to comply with the said requirements in respect of other documents, besides invoices and debit/ credit notes, issued by us to the Company, as and when notified by the Government.
- The declaration above has been furnished in respect of all GST registrations held by us (including but not limited to the ones mentioned in the Annexure below) on the date of this letter and shall be deemed to have been furnished in respect of all our GST registrations including GST registrations subsequently obtained by us unless expressly excluded in a communication.

**Yours Truly, for << Name to be inserted >>**

**Authorized Signatory Name:**

<< Name to be inserted >>

**Designation: << Name to be inserted >>**

Annexure:

Sr. No.	State	GST Registration Number